Hamilton County Department of Education
Hamilton County Board of Education Board Meeting - Regular Session
August 19, 2021 5:30 PM
3074 Hickory Valley Road
Chattanooga, TN 37421

- I. Roll Call
- II. **Approval of the Agenda
- III. Executive Session - No
- IV. Pledge to the Flag and Meditation - Christy Drake, Principal of East Ridge Middle School
- V. Exemplars of Excellence
  - A. Chief Schools Officer - Dr. Neelie Parker
    - 1. Recognition of Summer REACH Employees - Dr. Kelley Weiss, Principal at Dupont Elementary
- VI. Presentation
  - A. Accelerating Student Achievement - Shannon Moody
- VII. Board Member Disclaimer Statement - I declare that I have a [spouse, parent, grandparent, child, sibling, aunt, uncle, nephew, niece, relation-in-law or member of my household] who works for the school system and that the Board's vote on [budget, policies, etc.] may have an effect on my relative's employment. Even so, I hereby certify that I will cast my vote in the best interest of the school system.
- VIII. **Approval of the Consent Agenda
  - A. Approval of the Minutes of the July 15, 2021 Quarterly Session
  - B. Approval of the Minutes of the July 19, 2021 Special Called Session
  - C. Executive Committee Report
  - D. Ratification of Interim Contract - Attorney Bennett
  - E. Chief Schools Officer - Dr. Neelie Parker
    - 1. Field Trips
      - a. Dr. Robert Sharpe - Community Superintendent
      - b. Elaine Harper - Community Superintendent
  - F. Chief Operations Officer - Dr. Justin Robertson
    - 1. Field Trips
      - a. JROTC Field Trips
  - G. Chief Business Officer - Mary Ellen Heuton
    - 1. Bids/Contracts
    - 2. Chief Schools Officer - Neelie Parker
      - a. Request Approval to Accept Free Trial of Packback - Blake Freeman, K-12 Academic Officer
    - 3. Financial Reports
    - 4. Budget Amendments
      - a. Federal Grants, State Grants, and Self-Funded Programs
    - 5. Grant Application Requests
      - a. Chief of Staff - Jennifer Bronson
        - 1. Ratification of STOP School Violence Program Grant Submission
      - b. Chief Talent Officer - Penny Murray
        - 1. Ratification of U.S. Department of Education Teacher and School Leader Incentive Program Grant
  - H. Director of Exceptional Education - Mitzi Delker
    - 1. Ratification of Approval of the MOU with Blue Cross Blue Shield for Project SEARCH

I. Chief of Staff - Jennifer Bronson
1. Board Policy - First and Final Read
a. Board Policy 4.208 - Virtual Education Program

IX. Board Matters
A. Chief Operations Officer - Dr. Justin Robertson
1. **Disciplinary Hearing Authority
2. **Request for Funding - Athletics and Performing Arts
3. **School Resource Officer (SRO) Program Agreement - HCDE and HCSO
B. Director Exceptional Education - Mitzi Delker
1. **Request for Positions - One Exceptional Education Pre-K Teacher and Transition Academy Teacher; Two Exceptional Education Pre-K Assistants and One Transition Academy Educational Assistant
C. Chief Talent Officer - Penny Murray
1. **Request Approval of Revisions to the Memorandum of Understanding between HCDE and HCEA
2. **Request for New Position - HCS Foundation Executive Director
3. **Classified Salary Increases
4. **COVID Leave 2021-2022
D. Chief of Staff - Jennifer Bronson
1. Board Policies - First Reading
a. Board Policy 1.404 - Appearances Before the Board
b. Board Policy 1.407 - School District Records
c. Board Policy 3.503 Food Services Employee Health Policy
d. Board Policy 5.6011 - Code of Professional Conduct
e. Board Policy 6.204 - Attendance of Non-Resident Students
f. Board Policy 6.210 - Registered Sex Offenders
g. Board Policy 6.412 - Emergency Allergy Response Plan
h. Board Policy 6.506 - Homebound Instruction Program Guidelines
E. Chief Financial Officer - Mary Ellen Heuton
1. **Request Approval of Appropriation of FY21 Fund Balance for Capital Maintenance
F. **Name Sale Creek Football Field - Dr. Leann Welch, Principal of Sale Creek M/H
G. Discussion of Tyner Middle and High School - Karitsa Jones, District 5 and Tucker McClendon, District 8

X. Delegations
A. Mari Smith, parent speaking regarding school safety as it pertains to trans and non-binary students
B. Doug Daugherty, Hamilton Flourishing speaking regarding hiring a Superintendent who will put early literacy in our urban elementary schools as their top priority
C. Lynae Glass, parent speaking regarding COVID Protocols
D. Jeanette Omarkhail, HCEA speaking on Celebrating the Past Year and Facing the Future
E. Scarlen Valderaz, parent speaking about questionable material in our schools
F. Brandy Howard, parent speaking regarding the ELA Curriculum
G. Laura Chandler, parent speaking regarding recommended reading material for high school students in Hamilton County
H. Jamie Hall, parents speaking regarding concerns with current curriculum in our schools
I. Jeanette Tulis speaking regarding Grade 4 incomplete revolution module
J. Heather Modrow speaking regarding Board Policy 5.6011 - Code of Professional Conduct
K. Shannon Cole speaking regarding high school recommended reading - On the Come Up

L. Katie Poppel speaking regarding virtual learning and masks
M. Philip McGrath speaking regarding unfair student treatment during quarantine
N. Taylor Lyons speaking regarding school safety concerns
O. Jaylan, Kayla, Timetrius, students from Tyne High sharing concerns regarding school conditions and asking for a fixed date on a new school

XI. Information Only

A. Legal Services Report

XII. Events/Announcements

XIII. Adjourn

Hamilton County Department of Education
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

MEMORANDUM

To: Hamilton County Board of Education
Dr. Nakia Towns, Interim Superintendent

From: Dr. Neelie Parker, Chief Schools Officer
Dr. Kelley Weiss, Principal at Dupont Elementary

Date: August 19, 2021

RE: **RECOGNITION OF SUMMER REACH EMPLOYEES**

All of our teachers and employees that supported the Summer REACH Program deserve a special thank you and recognition for supporting our students. We would like, however, to call special attention to several Summer REACH employees that truly deserve additional recognition for their efforts during our June and July summer programming sessions. These employees went above and beyond to meet the academic and non-academic needs of all students following one of our most challenging school years in memory. They not only provided fun and substantive instruction and support for children, but also showed care, compassion, and dedication to our students when it mattered most. Please join me in recognizing these educators as Exemplars of Excellence:

- Carol Austin
- Leslie Booth
- Madison Cartwright
- Liz Fleming
- Adam Foster
- Jennifer Hartley
- Rose Heintz
- Rachel Hill
- Kim Johnson
- Jeffrey McKnight
- Shane McNees
- Carolina Mickey
- Jan Rogers
- Kimberly Staton
- Kerri Stidham
- Shelbi Stoner
- Betty Williams
- Kelvin Young

Hamilton County Department of Education
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

MEMORANDUM

To: Hamilton County Board of Education
Dr. Nakia Towns, Interim Superintendent

From: Shannon Moody,
Executive Director of Data & Information Systems

Date: August 19, 2021

RE: **ACCELERATING STUDENT ACHIEVEMENT**

A presentation will be given in order to provide the School Board up-to-date information regarding the district's 2020-2021 TCAP results which were recently released.

HAMILTON COUNTY SCHOOLS

A Level 5 School District

Future Ready 2023 Update

2020-21 TCAP Data Results -

A story of Progress & Resilience

Shannon Moody | August 19, 2021

All children *thrive* and experience a future without limits.

Flashback to 2017: 5 years from now...

- Students Excited About Educatonal Opportunities in HCDE
- HC scores Top in State
- Every Child Reading At Grade Level
- More Than Ever Before – Parents Engaged in Their Child's Education
- As a Result of Vision & Hard Work in 2017 – HC Schools Thriving
- Every Graduate Job Ready

Hamilton County Schools Ranked by U.S. News and World Report as Tops in TN

* Excellent partnerships & contributing to ALL Student Success (business, non-profit, public/private, socio-economic)
* Private school community shrinks by 75%.
* Community school model in all schools
* Top 5% in all standard assessments
* Competitive pay for teachers/staff
* Teacher, Student, parent satisfaction w/school culture @ all time high
*

Hamilton County Schools proving itself to be the fastest improving District the Last 5 years!

- Residents able to identify with their community schools. District Ran, Community Involved
- Teachers lining up to teach in HCDE · Attracting Best & Brig Best
- HCDE Grads filling Job Opps @ Ricardo's
- Enrollment in HCDE schools increasing & climbing
- All opportunity schools back on upward track!
- HCDE overall growth helps improve Hamilton County's Economy!

Future Ready 2023!

Focus Five Performance Targets

1. At least **half** of all third-grade students will be on track or will have mastered standards as measured the TNReady English Language Arts assessment.
2. **90%** of students who entered high school in the 2019 cohort will graduate by summer 2023.
3. We will **double** the percentage of students on track in Algebra I across all grades.
4. **75%** of graduates will complete at least one advanced course or industry certification exam.
5. The average ACT composite for the class of 2023 will be **21.**

Setting A New Baseline

"Given changes in participation, enrollment, and student group representation, remember that direct longitudinal comparisons of Spring 2021 and Spring 2019 data is not appropriate at this time."

- Tennessee Education Commissioner Penny Schwinn

20-21 TNReady Results

A story of progress and resilience

HCS student demographics of test takers in 20-21 are more diverse than the student demographics for the state.

Demographic Comparison of 20-21 tests taken State of Tennessee and Hamilton County	State of Tennessee	Hamilton County Schools
Total Valid Tests Taken	1,897,812	82,431
Black/Hispanic/Native American	36.5%	48.0% ↑
Economically Disadvantaged	32.6%	35.0% ↑
English Language Learners	7.6%	9.5% ↑
Students with Disabilities	11.2%	11.2%
African American	23.8%	30.4% ↑
Hispanic	12.3%	16.7% ↑
White	60.8%	48.8%
All Other Races	3.1%	3.8% ↑

HAMILTON COUNTY SCHOOLS

HCS is more racially diverse than the state, while mirroring the other areas.

This data was pulled from the public TDOE Data Downloads page using the 2021 district and state level assessment files.

Demographics are not destiny...

Hamilton County Schools is a diverse school district.

- The majority of test takers, **51%, are students of color.**
- HCS has a **higher percentage of English learners** taking state tests than we see in Tennessee overall.

HCS is overperforming, as we continue to see more diversity.

- An increased number of test takers in underperforming state subgroups **typically would result in gaps growing** when compared to the state. **Instead, HCS outperformed the state** in most areas.
- We will not meet our **FR2023 goals** without a focus on our students in our subgroups.

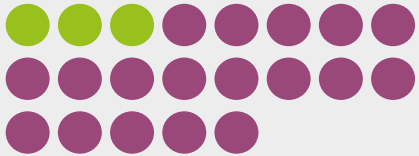
Key Takeaways

- HCS **outperformed the state in 24 of 28 tested areas**, with 5 areas exceeding state results by 5% or more.
- Hamilton County Schools' **youngest learners exceeded statewide performance in every subject** and grade level.
- **3rd Grade ELA proficiency increased** over 2019 TNReady results, as the district implemented **new literacy curriculum.**
- **Math and subgroup performance** were most impacted by pandemic disruptions and will require a continued **focus to address learning gaps**.
- **Successful learning loss mitigation strategies**, including Summer REACH, strong remote instruction, in-person learning, and **community partnerships**, **led to significantly smaller declines for HCS students** compared to their in-state peers.

HCS Outperformed State in 24 of 28 Areas

Overall, HCS Outperformed the State in 24 of 28 tested grade/subject areas.

2016 - 2017



In 2016-2017, HCS outperformed the state in only 3 of 21 tested areas

2020 - 2021

In 2020-2021, HCS **outperformed the state in 24 of 28 tested areas**.

5 of those areas **outperformed the state by 5% or more.**

This data was pulled from TDOE District Summary Reports, which only include TNReady assessment data. This data does not include TCAP-Alt results or any accountability data preparations.

Areas Outperforming the state:

- 3rd ELA, **Math, Sci**
- 4th ELA, **Math,** Sci
- 5th ELA, **Math,** Sci
- 6th ELA, Math, Sci, SS
- 7th Math, Sci, SS
- 8th Sci, SS
- English 1
- Algebra 1
- Geometry
- Algebra 2
- **US History**
- Biology

Outperformed the state average by 5% or more

HAMILTON COUNTY SCHOOLS

HCS exceeded state average in only 13% of tested areas in 2016-17 versus exceeding the state in 86% of tested areas in 2020-21.

Outperforming the state average is prominent across all student grade bands.

Grades 3-5:

- All tested areas above state average in 2021

Grades 6-8:

- 9 out of 12 tested areas above state average in 2021

Grades 9-12:

- 6 out of 7 tested areas above state average in 2021

Difference	ELA	Math	Sci	SS
3rd	4.4%	9.6%	6.3%	
4th	4.4%	7.6%	3.4%	
5th	4.2%	8.3%	2.2%	

Difference	ELA	Math	Sci	SS
6th	1.1%	2.1%	2.1%	3.6%
7th	-0.1%	1.8%	3.1%	1.6%
8th	-0.9%	-4.9%	1.1%	2.2%

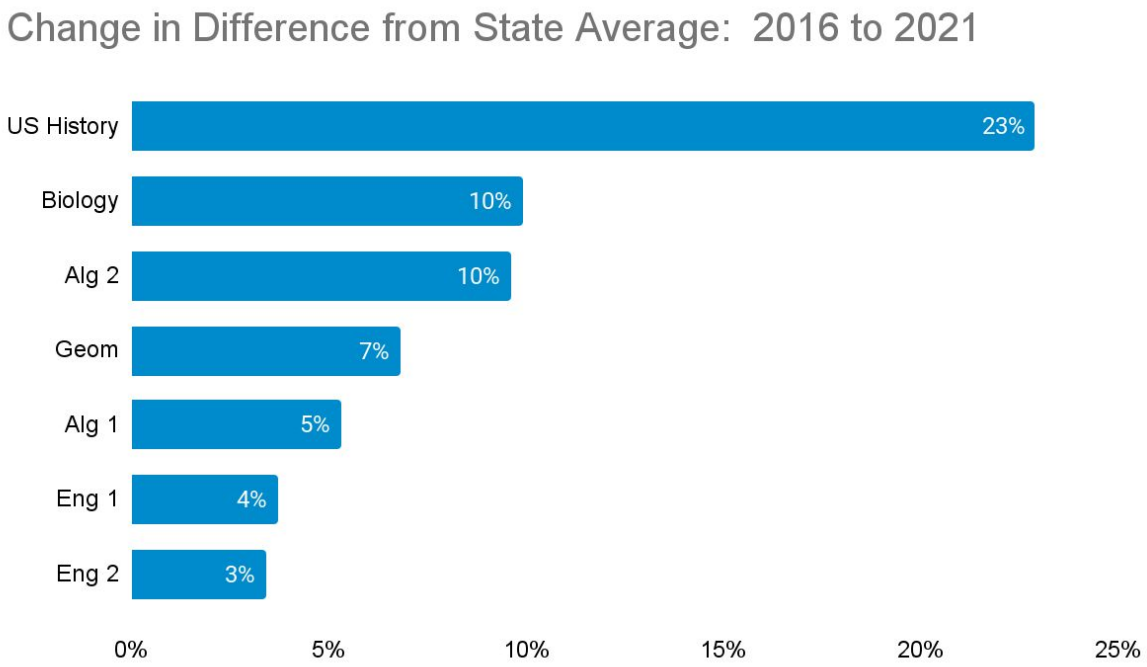
Difference	ELA	Math	Sci	SS
Eng 1	0.2%			
Eng 2	-0.5%			
Alg 1		2.4%		
Geom		2.9%		
Alg 2		2.7%		
US History				13.8%
Biology			4.2%	

HAMILTON COUNTY SCHOOLS

% difference between HCS and state 2021 proficiency rate.

All tested HS subjects have increased in comparison to the state since 2016.

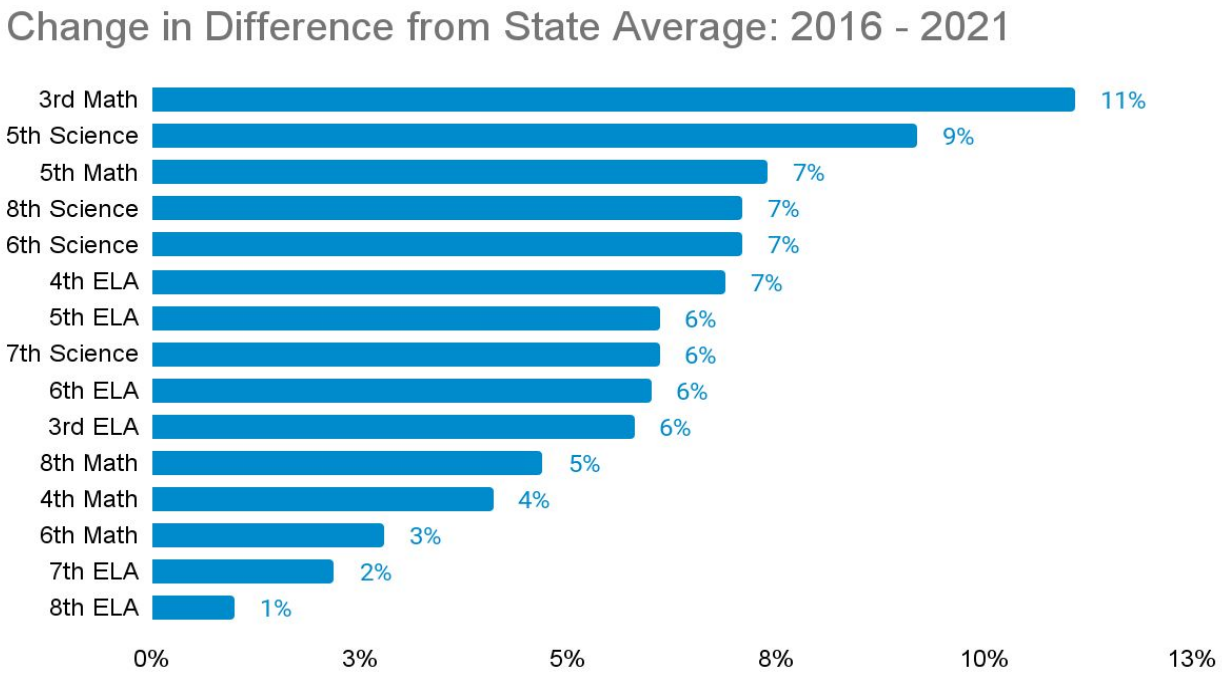
US History proficiency rates moved from 9.1% below the state average in 2016 to **13.8% above the state average in 2021, a 22.9% swing in comparative results**.



6 of 7 HS subject areas moved from below state average in 2016 to above in 2021.

Increases in comparison to the state since 2016 are evident in 3rd - 8th grade subjects as well.

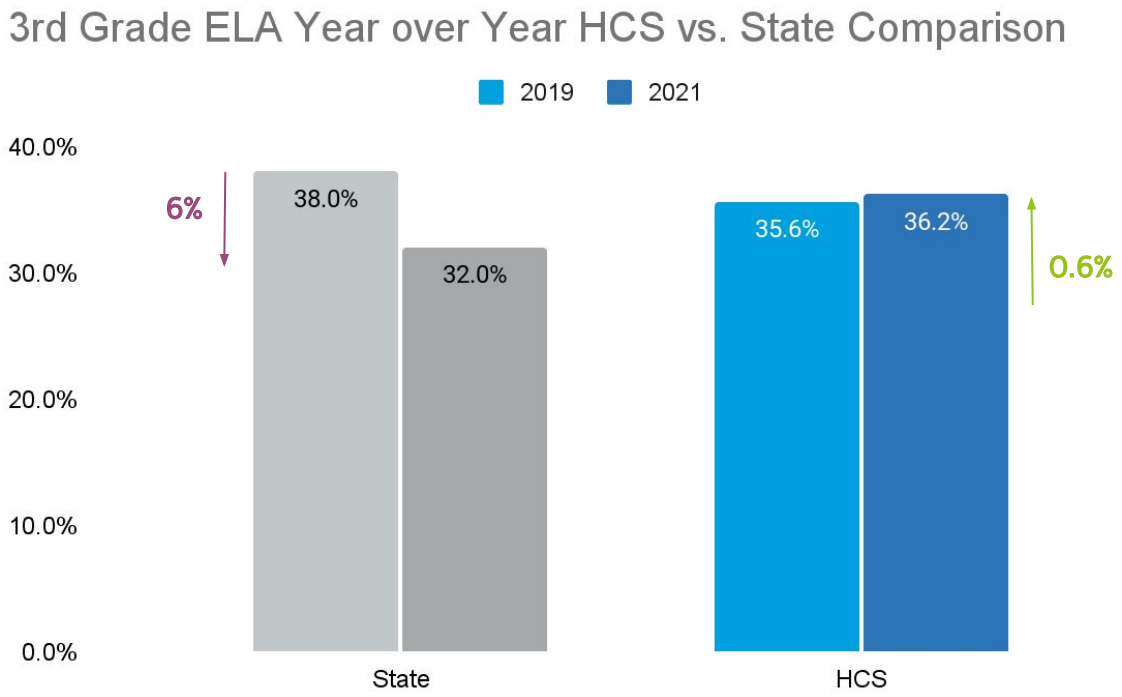
3rd grade math proficiency rates moved from 1.5% below the state average in 2016 to **9.6% above the state average in 2021, a 11.1% swing in comparative results**.



* 7th grade math does not appear on this graph due to -2.1% decrease in comparison to the state since 2016.

Youngest Learners Exceeded Statewide Performance in Every Subject and 3rd Grade ELA proficiency increased over 2019 TNReady results

HCS 3rd Grade ELA proficiency slightly increased compared to 2019, while the state saw a significant decline.



3rd Grade ELA proficiency increased over 2019 TNReady results, as the district implemented new literacy curriculum.

HCS' youngest learners showed academic gains and exceeded state averages.

3rd Grade ELA:

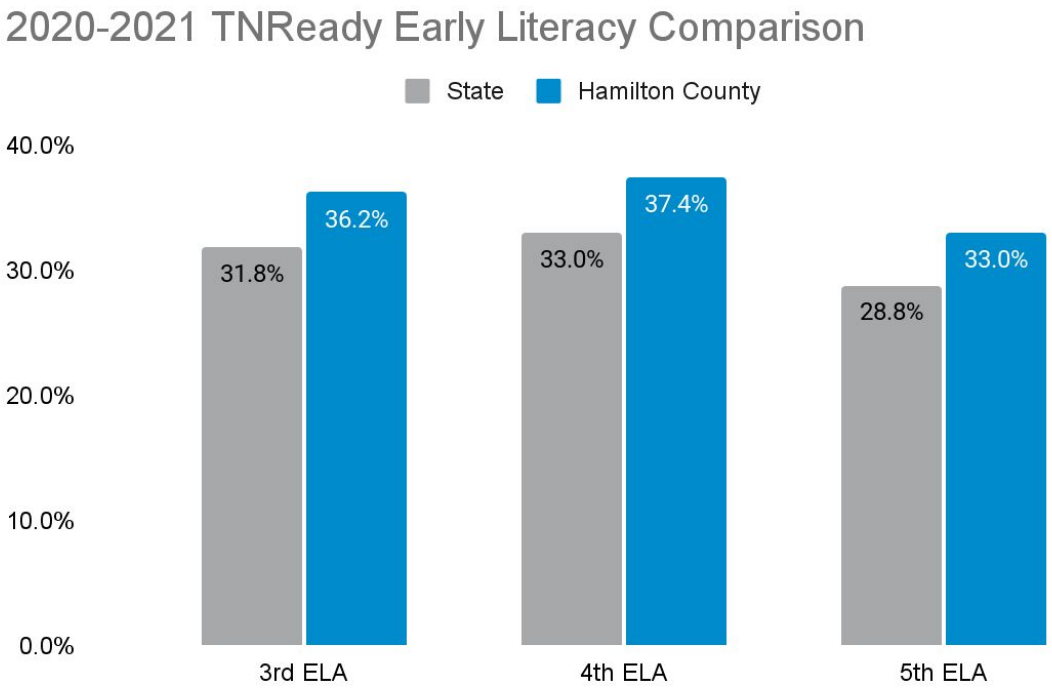
- 2019: 35.6%
- **2021: 36.2%**

4th Grade ELA:

- 2019: 37.9%
- 2021: 37.4%

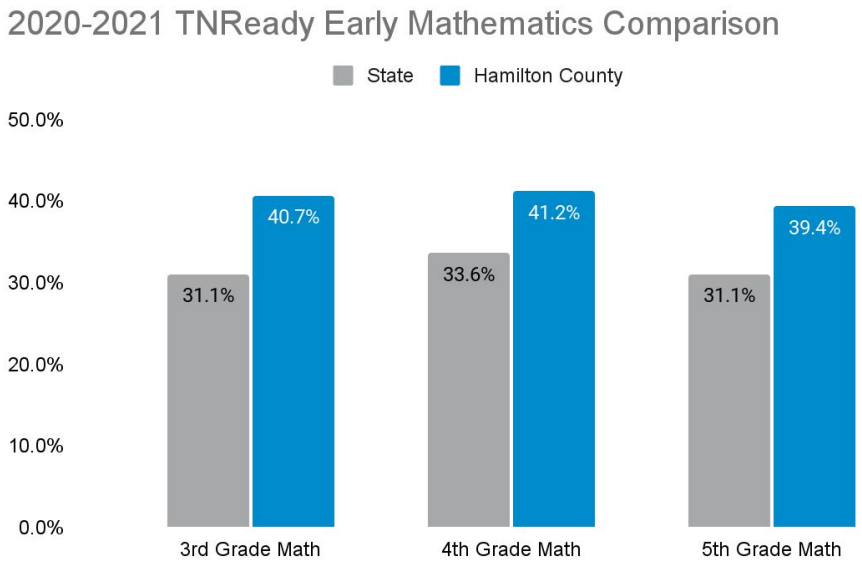
5th Grade ELA:

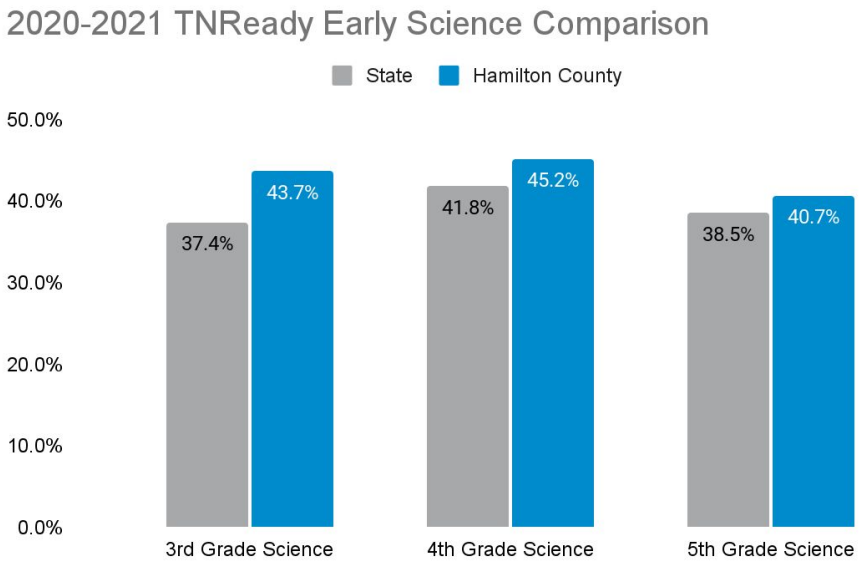
- 2019: 33.9%
- 2021: 33.0%



FR2023 Focus Five Metric, 3rd Grade ELA, showed an increase from 2019.

The same early learners greatly exceeded state averages in math and science as well.



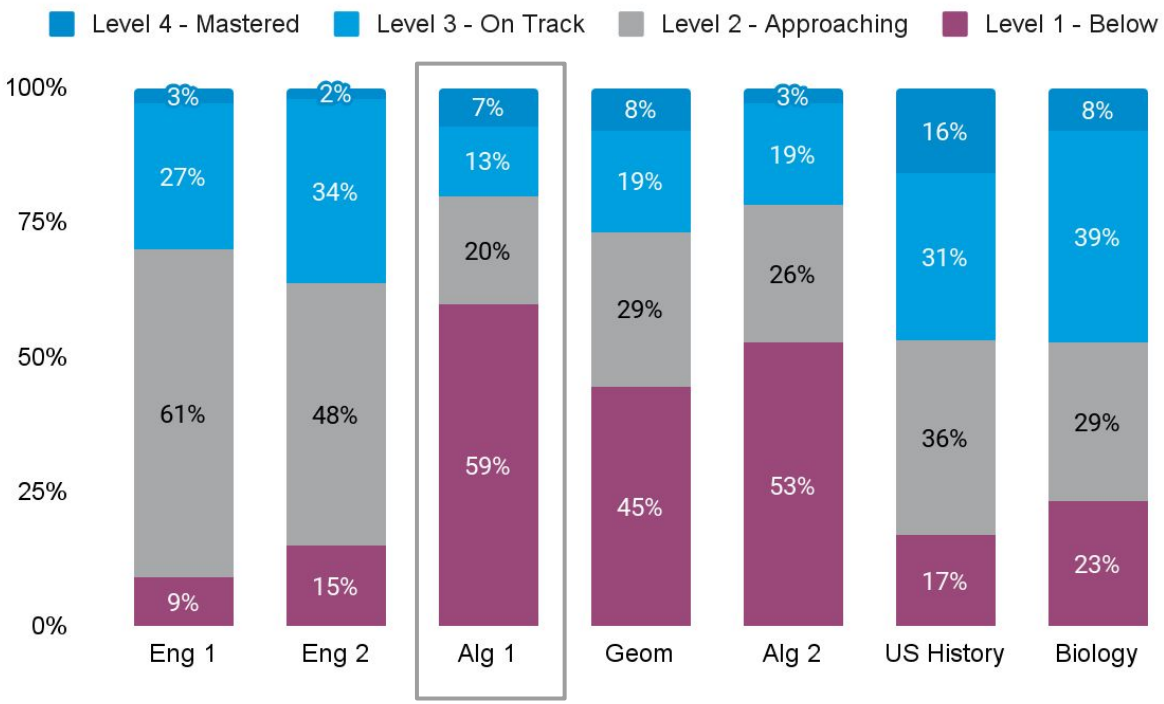


HAMILTON COUNTY SCHOOLS

3rd Grade Math exceeded the state average by almost 10%.

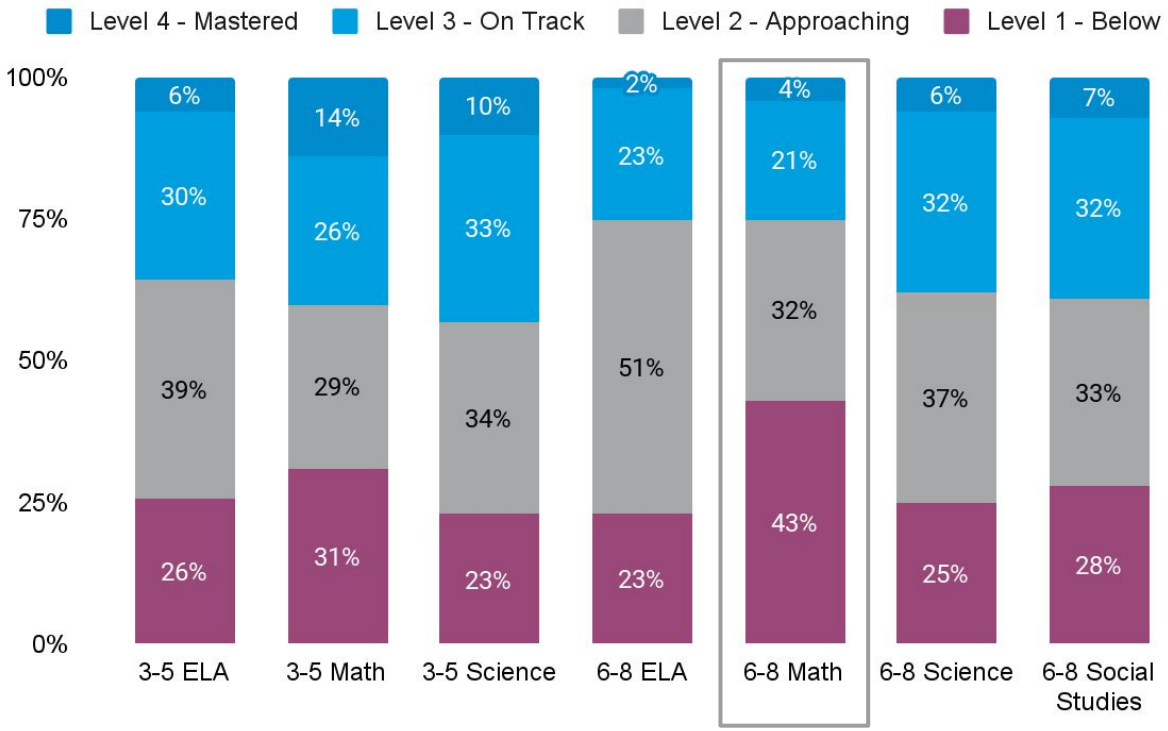
Math and subgroup performance were most impacted by pandemic disruptions and will require a continued focus to address learning gaps.

High School Subject Results



Algebra 1 results demonstrate that students struggled with skill gaps as a result of the pandemic.

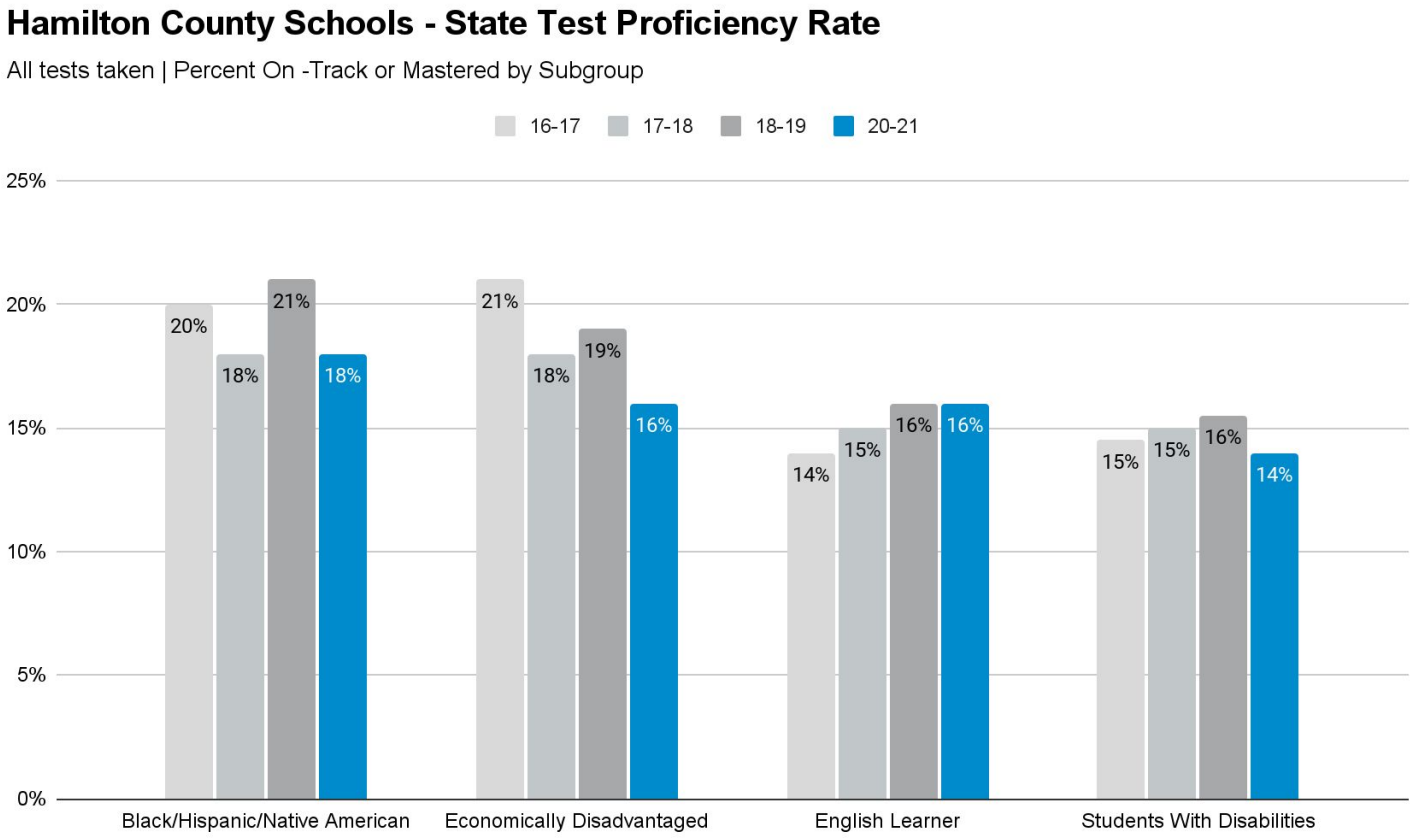
Grade 3-8 Results



HAMILTON COUNTY SCHOOLS

6-8 Math results also show that students struggled with skill gaps as a result of the pandemic.

Subgroup Results - Combined Success Rate

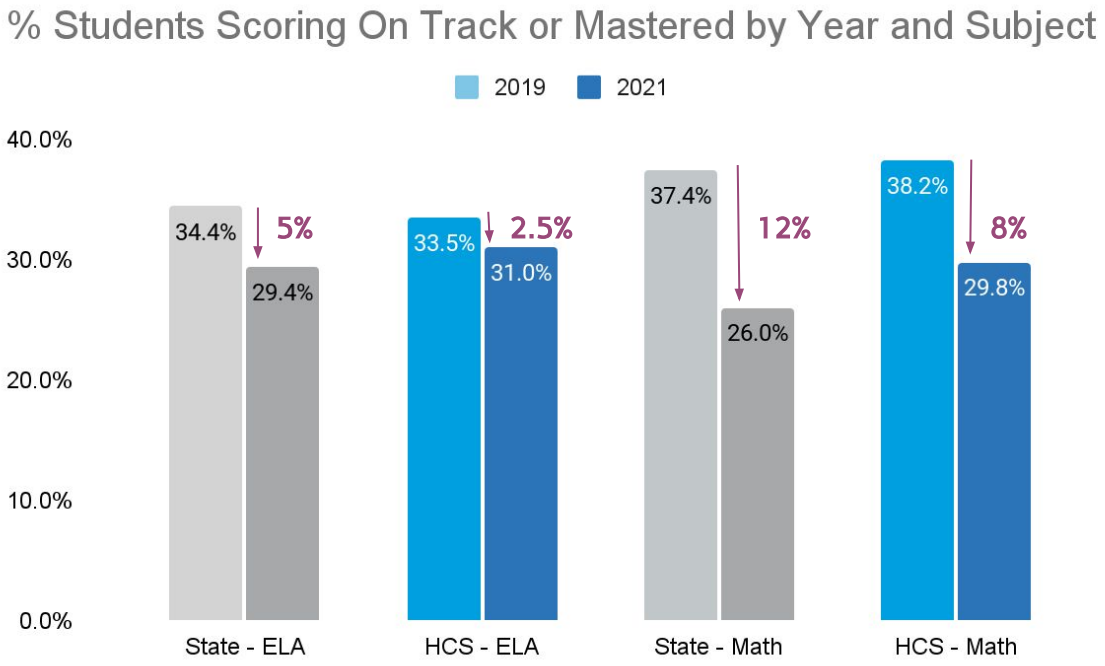


Successful learning loss mitigation strategies, including community partnerships, led to significantly smaller declines for HCS students compared to their in-state peers.

Successfully navigating COVID-19 response led to smaller declines compared to the state.

English Language Arts proficiency across all grade levels held relatively steady, with **only 2.5% decrease compared to 5% at the state level.**

Mathematics proficiency across all grade levels **decreased 8% compared to almost 12% at the state level.**

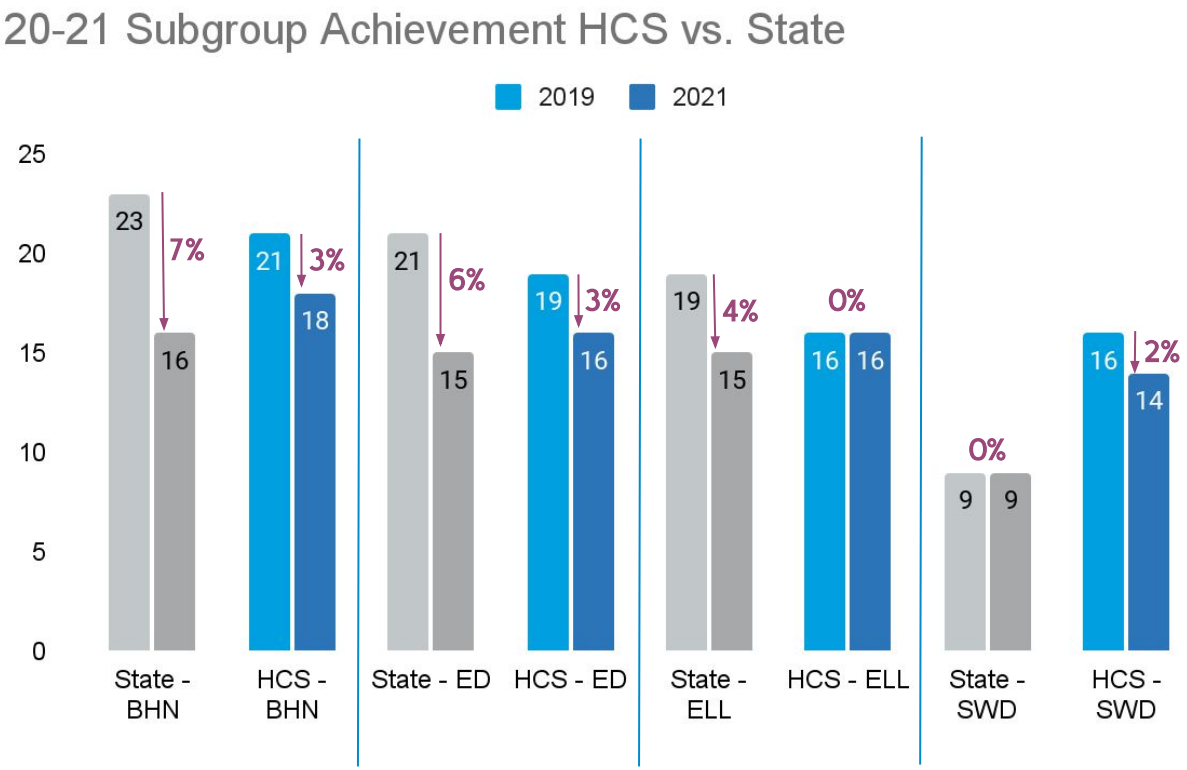


HAMILTON COUNTY SCHOOLS

HCS students showed smaller learning gaps resulting from school disruptions than their peers across the state.

Subgroups also had smaller declines and are now performing above the state average for their peers.

We have challenges with subgroups, but overall, we are seeing that our **subgroup performance was more resilient and higher achieving** than that of the state.



Data pulled from 2019 and 2021 state and district level assessment files on the TDOE Data Downloads page at tn.gov/education

Over the last four years, HCS has been on a historic trajectory as the *fastest improving* district in TN!

2016 - 2017

HCS ***outperformed*** the state in only **3** of **21** tested areas.

In 2016 - 2017 HCS ***exceeded state*** average in ***14%*** of tested areas

2017 - 2018

HCS ***outperformed*** the state in **5** of **29** tested areas.

In 2017 - 2018 HCS ***exceeded state*** average in ***17%*** of tested areas

2018 - 2019

HCS ***outperformed*** the state in **9** of **21** tested areas.

In 2018 - 2019 HCS ***exceeded state*** average in ***43%*** of tested areas

2020 - 2021

HCS ***outperformed*** the state in **24** of **28** tested areas!

In 2020 - 2021 HCS ***exceeded state*** average in ***86%*** of tested areas

Key Takeaways

- HCS **outperformed the state in 24 of 28 tested areas**, with 5 areas exceeding state results by 5% or more.
- Hamilton County Schools' **youngest learners exceeded statewide performance in every subject** and grade level.
- **3rd Grade ELA proficiency increased** over 2019 TNReady results, as the district implemented **new literacy curriculum.**
- **Math and subgroup performance** were most impacted by pandemic disruptions and will require a continued **focus to address learning gaps**.
- **Successful learning loss mitigation strategies**, including Summer REACH, strong remote instruction, in-person learning, and **community partnerships**, **led to significantly smaller declines for HCS students** compared to their in-state peers.

Building on Our Momentum...

Better Together

HCS EdConnect Powered by EPB

14,000
STUDENTS PROVIDED FREE WIFI SERVICES

HAMILTON COUNTY OFFICIAL SEAL TENNESSEE

CITY OF CHATTANOOGA CORPORATION SEAL TENNESSEE

of Tennessee FOUNDATION

HCS EdConnect

REDUCING THE DIGITAL DIVIDE:
Working towards high-speed internet access for all students

Powered by epb Fiber Optics

RISING TOGETHER

How Four Districts are Building Community During the COVID-19 Pandemic

TNTP
reimagine teaching

HAMILTON COUNTY, TENNESSEE

Just before midnight on April 12, 2020—roughly one month after Hamilton County Schools (HCS) halted in-person instruction due to the spread of COVID-19—a tornado with winds up to 145 miles per hour touched down in Chattanooga, the county seat and fourth largest city in Tennessee.

From there, the tornado traveled a nine-mile, 1500-yard-wide path through the area, leaving thousands without electricity, hundreds of homes and buildings damaged or destroyed, dozens of people hospitalized, and at least 10 residents lost. HCS was a key player in the community's response to the tornado. "As far as this tragedy, we are thinking about our families and our students and employees and the community at large and are really trying to ensure that they are taken care of and their needs are met," the district's superintendent Bryan Johnson said when asked about the efforts and impact of the area's schools during the crisis. Perhaps the best way to understand HCS's response is to examine the billboards they put up across the district. From the urban center of Chattanooga to the outer edges of Hamilton County, these billboards had a simple but critical message: the phone number to a regularly staffed resource hotline facilitated by the district, designed to ensure that every parent could readily access information and resources such as counseling, supplies, and academic support.

Summer Learning Program

SUMMER REACH

HAMILTON COUNTY SCHOOLS

6,700

Next Steps

- **Maintaining continuity** by focusing on our **Future Ready 2023** KPIs, **setting a new baseline** with the 2020-2021 school year, and continuing the work on our facilities plan, **Blueprint 2030**.
- **Closing the opportunity gap** with the support of the County Mayor's **Children's Cabinet** and the City Mayor's **Community Forward** initiative, while expanding **student success planning** and fully implementing the Board's **Educational Equity Policy**.
- **Supporting acceleration and recovery**, utilizing **ESSER resources to accelerate literacy and remediate challenges** with learning loss in math, as well as **braiding funds** to execute our **strategic plan**.

ESSER 3.0

- Application due August 31st. Full LEA plan published to website in English and Spanish upon TDOE approval.

FOCUS AREA	ALLOCATION
Learning Loss	$ 18,597,371.00
Learning Acceleration	$ 21,153,441.00
Facility Needs/ Deferred Maintenance	$ 30,000,000.00
Education Technology	$ 4,770,000.00
Unique Needs of Special Populations*	$ 596,033.00
Public Health Coordination*	$ 515,000.00
Other Necessary Activities	$ 1,373,000.00
Total Allocated	**$ 77,004,845.00**

HAMILTON COUNTY SCHOOLS

*** District received $2.6 million for IDEA and $12 million for Public Health in other ARP grants, which reduced need for ESSER expenditures in these areas.**

Hamilton County Schools
Expects Excellence

Every student deserves access to an **excellent teacher**.

Every teacher deserves access to an **excellent leader**.

Every school deserves access to **excellent resources** to meet the diverse needs of students.

Hamilton County Board of Education – Draft Minutes – Not Yet Approved by the Board
Board Meeting - Regular Session
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- IV. Pledge to the Flag and Meditation - Greg Wilkey, Principal of East Side Elementary
- V. Delegations
  - A. Taylor Lyons, Moms for Social Justice speaking regarding their Classroom Library Project
  - B. Scarlen Valderaz - speaking on Cultural Differences and Their Effects in the Public School System
  - C. Ashley Kaye speaking on The Children Are our Future
  - D. Fallon Clark of Blexit speaking on Critical Race Theory
  - E. Angela Favaloro speaking regarding Section 9 Zoning and Pay Increases
  - F. Esther Hart, parent, speaking regarding unity and community
  - G. Jon Baker speaking regarding COVID shots
  - H. Stephanie Hinton speaking regarding district accolades/concerns
- VI. Presentation(s)
  - A. Dr. Bryan Johnson - Future Ready 2023 in Review
- VII. Board Member Disclaimer Statement - I declare that I have a [spouse, parent, grandparent, child, sibling, aunt, uncle, nephew, niece, relation-in-law or member of my household] who works for the school system and that the Board's vote on [budget, policies, etc.] may have an effect on my relative's employment. Even so, I hereby certify that I will cast my vote in the best interest of the school system.
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  - E. Chief Equity Officer - Dr. Marsha Drake
    - 1. Year-End Bullying Prevention Compliance Report - Karen Glenn, Director STARS/Safe Learning
  - F. Chief of Staff - Jennifer Bronson and Deputy Superintendent - Dr. Nakia Towns
    - 1. Board Policy - Second and Final Read
      - a. Board Policy 1.803 - Smoke-Free and Tobacco-Free Schools
  - G. Deputy Superintendent - Dr. Nakia Towns
    - 1. Renewal of Panorama Education Software - Patricia Russell, Director of Social Emotional Learning and K-12 School Counseling

H. Chief of Staff - Jennifer Bronson

1. Stellar Therapy Agreement for Nursing Services Reimbursement - Marisa Moyers, Manager of School Health

IX. Board Matters

A. Chief Operations Officer - Dr. Justin Robertson

1. **Battle Academy and Brown Academy - Zone
2. **Harrison Elementary Zone
3. **Normal Park Zone
4. ** Recommendation for School Nutrition Raises
5. **One-Time 1% Bonus for SACC Program Employees from ESSER Funds
6. **School Age Child Care Employees 1% Pay Increase

B. Chief Talent Officer - Penny Murray

1. **Teachers Eligible for Reinstatement of Tenure
2. **Recommendations for Pharmacy Benefits Management (PBM) Services

C. Chairman Joe Wingate

1. **Acceptance of Dr. Johnson's Resignation
2. *Appointment of Interim Director

X. Information Only

A. Legal Services Report

XI. Events/Announcements

Thursday, August 5, 2021
Administrative In-Service (School-Based)

B. Friday, August 6, 2021
Administrative In-Service (School-Based)
Registration Day for Students (No Classes)

Monday, August 9, 2021
Administrative In-Service (System-wide)

D. Tuesday, August 10, 2021
Administrative In-Service (School-Based)

Wednesday, August 11, 2021
Teacher Professional Development
(School-Based)

F. Thursday, August 12, 2021
First Full Day of School

Monday, August 16, 2021
Board Agenda Work Session 5:30 p.m.

H. Thursday, August 19, 2021
Board Meeting 5:30 p.m.

XII. Adjourn

Hamilton County Board of Education
Board Meeting - Regular Session
July 15, 2021 5:30 PM
3074 Hickory Valley Road
Chattanooga, TN 37421

I. Roll Call

Attendance Taken at 5:30 PM.

Mrs. Jenny Hill:	Present
Mrs. Karitsa Jones:	Present
Mr. Tucker McClendon:	Present
Mr. Marco Perez:	Present
Mrs. Tiffanie Robinson:	Absent
Mr. Joe Smith:	Present
Mrs. Rhonda Thurman:	Present
Mr. Joe Wingate:	Present

Also in Attendance: Dr. Bryan Johnson, Superintendent

Attendance Update Taken at 5:45 PM.

Mrs. Tiffanie Robinson: Present

II. **Approval of the Agenda

passed: Approval of the Agenda with the following amendments: Under Delegations, add Angela Favaloro speaking regarding Section 9 Zoning and Pay Increases, Esther Hart, parent, speaking regarding unity and community, Jon Baker speaking regarding COVID shots, Stephanie Hinton speaking regarding district accolades/concerns; under Item VIII.D.1. Bids/Contracts, remove 1B. Contract Schools Psychologist 21 22; under Item IX. Board Matters, add Item C. Chairman Joe Wingate, 1.**Acceptance of Dr. Johnson's Resignation, and 2. **Appointment of Interim Director passed with a motion by Mr. Marco Perez and a second by Mr. Tucker McClendon.

Mrs. Tiffanie Robinson:	Absent
Mrs. Jenny Hill:	Yes
Mrs. Karitsa Jones:	Yes
Mr. Tucker McClendon:	Yes
Mr. Marco Perez:	Yes
Mr. Joe Smith:	Yes
Mrs. Rhonda Thurman:	Yes
Mr. Joe Wingate:	Yes

Yes: 7, No: 0, Absent: 1

III. Executive Session - No

IV. Pledge to the Flag and Meditation - Greg Wilkey, Principal of East Side Elementary

V. Delegations

A. Taylor Lyons, Moms for Social Justice speaking regarding their Classroom Library Project
B. Scarlen Valderaz - speaking on Cultural Differences and Their Effects in the Public School System
C. Ashley Kaye speaking on The Children Are our Future
D. Fallon Clark of Blexit speaking on Critical Race Theory
E. Angela Favaloro speaking regarding Section 9 Zoning and Pay Increases
F. Esther Hart, parent, speaking regarding unity and community
G. Jon Baker speaking regarding COVID shots
H. Stephanie Hinton speaking regarding district accolades/concerns

VI. Presentation(s)

A. Dr. Bryan Johnson - Future Ready 2023 in Review

VII. Board Member Disclaimer Statement - I declare that I have a [spouse, parent, grandparent, child, sibling, aunt, uncle, nephew, niece, relation-in-law or member of my household] who works for the school system and that the Board's vote on [budget, policies, etc.] may have an effect on my relative's employment. Even so, I hereby certify that I will cast my vote in the best interest of the school system.

Disclaimers were made by Mr. Perez, Mrs. Thurman, Mrs. Jones, Mr. McClendon, and Mrs. Robinson.

VIII. **Approval of the Consent Agenda

Passed: Approval of the Consent Agenda passed with a motion by Mrs. Tiffanie Robinson and a second by Mr. Marco Perez.

Mr. Joe Smith:	Absent
Mrs. Jenny Hill:	Yes
Mrs. Karitsa Jones:	Yes
Mr. Tucker McClendon:	Yes
Mr. Marco Perez:	Yes
Mrs. Tiffanie Robinson:	Yes
Mrs. Rhonda Thurman:	Yes
Mr. Joe Wingate:	Yes

Yes: 7, No: 0, Absent: 1

A. Approval of the Minutes of the June 17, 2021 Quarterly Session

B. Executive Committee Report

C. Chief Schools Officer - Dr. Neelie Parker

1. Field Trips

a. Dr. Larrie Reynolds and Dr. Robert Sharpe - Community Superintendents

 # 1. **<u>Ooltewah High School</u>** – Fifteen members of the volleyball team will travel to Knoxville, Tennessee August 20-21, 2021 to compete in a tournament.

 # 2. * **<u>East Hamilton High School</u>** – Twelve members of the boys' basketball team traveled to Eades, Tennessee June 17-19, 2021 to attend camp.

*This item was previously approved by Dr. Bryan Johnson, Superintendent and Mr. Joe Wingate, Board Chairman.

b. Dr. Sonia Stewart, Community Superintendent

 # 1. * **<u>Brainerd High School</u>** **–** Eight members of the boys' basketball team from grades 9 – 12 traveled to Johnson University, Knoxville, Tennessee to attend the FCA Boys Basketball Camp from Wednesday, June 9, to Friday, June 11, 2021.

*This item was previously approved by Dr. Bryan Johnson and Mr. Joe Wingate, Board Chairman.

D. Chief Business Officer - Mary Ellen Heuton

1. Bids/Contracts

A. Request Approval to purchase a two-year subscription for the Unique Learning System from N2Y, Inc.

2. Bids procured by the Purchasing Department, in all cases, low bids meeting specifications are recommended.

2. Financial Reports

HAMILTON COUNTY SCHOOLS
REVENUE/OBLIGATIONS VS BUDGET
PERIOD ENDED
May, 2021

		Adopted	General Purpose		Federal Programs			Self-Funded Programs			Child Nutrition			Grand Totals		
REVENUES		**Budget**	**Revised Budget**	**YTD Actual**	**Budget**	**Revised Budget**	**YTD Actual**	**Budget**	**Revised Budget**	**YTD Actual**	**Budget**	**Revised Budget**	**YTD Actual**	**Budget**	**Revised Budget**	**YTD Actual**
LOCAL TAXES		233,600,000	241,600,000	219,948,654										233,600,000	241,600,000	219,948,654
LICENSES AND PERMITS		12,000	12,000	10,737										12,000	12,000	10,737
CHARGES FOR CURRENT SERVICES		543,000	543,000	358,017				4,141,737	4,336,387	2,998,832	3,773,594	325,246	462,233	8,458,331	5,204,633	3,819,082
OTHER LOCAL REVENUES		3,000,000	300,000	1,595,394				3,262,345	3,882,650	1,712,753	132,715	14,520	11,288	6,395,060	4,197,170	3,319,435
STATE OF TENNESSEE		178,625,000	180,602,407	160,161,815										178,625,000	180,602,407	160,161,815
OTHER STATE REVENUES		685,000	9,043,200	1,699,534							195,000	198,558	198,558	880,000	9,241,758	1,898,092
FEDERAL GOVERNMENT		1,050,000	1,050,000	939,153	29,474,756	93,251,980	31,336,758				16,829,623	15,553,691	14,668,523	47,354,379	109,855,671	46,944,434
OTHER SOURCES		1,285,000	1,285,000	788,333										1,285,000	1,285,000	788,333
RESERVES/FUND BALANCE *		-	5,091,682						1,970,022					-	7,061,704	-
TOTAL REVENUES		**418,800,000**	**439,527,289**	**385,401,637**	**29,474,756**	**93,251,980**	**31,336,758**	**7,404,082**	**10,189,059**	**4,711,585**	**20,930,932**	**16,092,015**	**15,340,602**	**476,609,770**	**559,060,343**	**436,790,582**
EXPENDITURES																
REGULAR INSTRUCTION PROGRAM	71100	210,173,375	216,510,967	176,440,093	7,435,370	28,219,434	12,560,497	2,667,429	3,872,947	2,357,395				220,276,174	248,603,348	191,357,985
SPECIAL EDUCATION INSTR PROG	71200	39,600,165	39,547,881	31,940,899	4,570,376	6,928,061	3,152,706	381,813	676,490	625,265				44,552,354	47,152,432	35,718,872
VOCATIONAL ED INSTR PROG	71300	9,308,965	9,453,675	7,534,805	475,241	842,197	754,463		173,044	93,515				9,784,206	10,468,916	8,382,782
ATTENDANCE	72110	2,777,942	2,647,101	2,185,502										2,777,942	2,647,101	2,185,502
HEALTH SERVICES	72120	4,841,915	5,028,459	3,992,301		3,753,609	1,024,960	42,500	91,938	55,611				4,884,415	8,874,006	5,072,872
OTHER STUDENT SUPPORT	72130	11,364,146	12,970,278	10,658,096	3,714,948	6,132,556	2,729,880	219,215	306,694	133,341				15,298,309	19,409,528	13,521,317
REG INST SUPPORT	72210	11,870,000	15,408,266	11,757,318	7,773,054	24,549,964	7,807,384	306,425	1,209,852	434,092				19,949,479	41,168,082	19,998,793
SPECIAL ED INST SUPPORT	72220	3,662,430	4,130,446	3,737,073	3,222,938	4,886,659	3,474,650							6,885,368	8,917,105	7,211,723
VOCATIONAL ED INST SUPPORT	72230	250,818	254,161	239,987	12,500	105,529	75,428							263,318	359,690	315,415
EDUCATION TECHNOLOGY	72250	6,136,632	6,566,311	6,850,834	169,889	2,684,280	1,107,540							6,306,521	9,250,591	7,958,374
BOARD OF EDUCATION	72310	6,133,934	6,164,820	6,180,935				200,000	200,000					6,333,934	6,364,820	6,180,935
OFFICE OF SUPERINTENDENT	72320	2,025,323	2,549,530	2,079,239				95,723	92,350	71,660				2,121,046	2,641,880	2,150,899
OFFICE OF PRINCIPAL	72410	26,171,970	28,810,893	25,081,986	-	201,107	174,284							26,171,970	29,012,000	25,256,270
FISCAL SERVICES	72510	3,329,790	3,411,892	2,820,094										3,329,790	3,411,892	2,820,094
HUMAN RESOURCES	72520	2,115,719	2,159,531	1,615,354					8,923	3,932				2,115,719	2,168,454	1,619,286
OPERATION OF PLANT	72610	25,877,637	25,855,472	26,607,189	-	2,868,925	961,667		12,169	4,642				25,877,637	28,736,566	27,573,498
MAINTENANNCE OF PLANT	72620	9,401,355	9,955,761	8,854,597				-	36,412	-				9,401,355	9,992,173	8,854,597
TRANSPORTATION	72710	19,474,601	19,549,110	20,075,298	264,256	1,865,336	867,221		18,250	-				19,738,857	21,432,696	20,942,519
CENTRAL AND OTHER	72810	417,870	487,105	409,388		-			991	727				417,870	488,096	410,114
FOOD SERVICE	73100										20,930,932	16,092,015	16,537,815	20,930,932	16,092,015	16,537,815
COMMUNITY SERVICES	73300	528,681	550,293	357,392	1,127,134	1,739,729	634,304	3,276,207	3,298,107	2,279,402				4,932,022	5,588,129	3,271,098
EARLY CHILDHOOD EDUCATION	73400	2,509,039	3,033,037	2,290,791		-		214,770	190,892	88,731				2,723,809	3,223,929	2,379,523
REGULAR CAPITAL OUTLAY	76100	200,000	200,000	44,034		5,210,878	1,015,157							200,000	5,410,878	1,059,191
EDUCATION DEBT SERVICE		975,000	975,000											975,000	975,000	-
EDUCATION CAPITAL PROJECTS		3,000,000	3,000,000	3,000,000										3,000,000	3,000,000	3,000,000
CHARTER SCHOOLS (TRANSFERS)		13,852,693	14,375,622	13,828,720	-		-							13,852,693	14,375,622	13,828,720
TRANSFERS-STATE GRANTS			30,341	-	709,050	3,463,716	-							709,050	3,494,057	-
TOTAL EXPENDITURES		**416,000,000**	**433,625,942**	**368,581,927**	**29,474,756**	**93,251,980**	**36,340,143**	**7,404,082**	**10,189,059**	**6,148,312**	**20,930,932**	**16,092,015**	**16,537,815**	**473,809,770**	**553,158,996**	**427,608,197**

5/31/2021

3. Budget Amendments

a. Federal Grants, State Grants, and Self-Funded Programs

The Federal Programs budget is amended by items #1 - 11. Items #2 and 3 consist of carryover funds. Items #1 and 4 - 11 consist of current year awards.

The State Programs budget is amended by item #12 – 13. Item #12 consists of carryover funds. Item #13 consists of a current year award.

The Self-Funded Programs budget is amended by items #14 - 20. Item #14 consists of current year contributions. Items #15 - 19 consist of carryover contributions. Item #20 consists of both carryover contributions and current year contributions.

1. Title 1 C Migrant, totaling $12,107
2. School Level Improvement Grant, net increase of $394,980
3. Elementary and Secondary School Emergency Relief (ESSER), totaling $610,457
4. Innovative High Schools Models Grant, totaling $2,000,000
5. HQIM Literacy Network, totaling $83,000
6. Epidemiology & Laboratory Capacity (ELC), totaling $12,115,445
7. Governor's Civic Seal Grant, totaling $47,000
8. IDEA Preschool Incentive Grant, net increase of $2,935
9. Comprehensive Coordinated Early Intervening Services (CCEIS), net decrease of $92,557
10. IDEA Part B, net increase of $343,068
11. Transition School to Work Grant, net increase of $64,001
12. Competitive Priority School State Grant, totaling $89,680
13. Pre K Grant, net increase of $141,922
14. Bible in the Schools, net increase of $3,500
15. Tennessee SCORE, totaling $9,422
16. TNRMT Safety Grant, totaling $7,526
17. Gates Grant, totaling $47,146
18. Future Ready Institute Externship Program, totaling $75,000
19. Future Ready Institutes, totaling $265,000
20. Future Ready Institutes - Tyner Academy, totaling $137,500

E. Chief Equity Officer - Dr. Marsha Drake

1. Year-End Bullying Prevention Compliance Report - Karen Glenn, Director STARS/Safe Learning

F. Chief of Staff - Jennifer Bronson and Deputy Superintendent - Dr. Nakia Towns

1. Board Policy - Second and Final Read

a. Board Policy 1.803 - Smoke-Free and Tobacco-Free Schools

G. Deputy Superintendent - Dr. Nakia Towns

1. Renewal of Panorama Education Software - Patricia Russell, Director of Social Emotional Learning and K-12 School Counseling

H. Chief of Staff - Jennifer Bronson

1. Stellar Therapy Agreement for Nursing Services Reimbursement - Marisa Moyers, Manager of School Health

IX. Board Matters

A. Chief Operations Officer - Dr. Justin Robertson

1. **Battle Academy and Brown Academy - Zone
   Passed: Approval of the Battle Academy and Brown Academy - Zone passed with a motion by Mrs. Jenny Hill and a second by Mr. Tucker McClendon.

Mr. Joe Smith:	Absent
Mrs. Jenny Hill:	Yes
Mrs. Karitsa Jones:	Yes
Mr. Tucker McClendon:	Yes
Mr. Marco Perez:	Yes
Mrs. Tiffanie Robinson:	Yes
Mrs. Rhonda Thurman:	Yes
Mr. Joe Wingate:	Yes

   Yes: 7, No: 0, Absent: 1

2. **Harrison Elementary Zone
   Passed: Approval of the Harrison Elementary Zone passed with a motion by Mrs. Karitsa Jones and a second by Mrs. Tiffanie Robinson.

Mr. Joe Smith:	Absent
Mrs. Jenny Hill:	Yes
Mrs. Karitsa Jones:	Yes
Mr. Tucker McClendon:	Yes
Mr. Marco Perez:	Yes
Mrs. Tiffanie Robinson:	Yes
Mrs. Rhonda Thurman:	Yes
Mr. Joe Wingate:	Yes

   Yes: 7, No: 0, Absent: 1

3. **Normal Park Zone
   Passed: Approval of the Normal Park Zone passed with a motion by Mrs. Jenny Hill and a second by Mrs. Tiffanie Robinson.

Mrs. Jenny Hill:	Yes
Mrs. Karitsa Jones:	Yes
Mr. Tucker McClendon:	Yes

Mr. Marco Perez: Yes
Mrs. Tiffanie Robinson: Yes
Mr. Joe Smith: Yes
Mrs. Rhonda Thurman: Yes
Mr. Joe Wingate: Yes
Yes: 8, No: 0

4. **Recommendation for School Nutrition Raises
Passed: Approval of the School Nutrition Raises passed with a motion by Mr. Marco Perez and a second by Mr. Tucker McClendon.
Mrs. Jenny Hill: Yes
Mrs. Karitsa Jones: Yes
Mr. Tucker McClendon: Yes
Mr. Marco Perez: Yes
Mrs. Tiffanie Robinson: Yes
Mr. Joe Smith: Yes
Mrs. Rhonda Thurman: Yes
Mr. Joe Wingate: Yes
Yes: 8, No: 0

5. **One-Time 1% Bonus for SACC Program Employees from ESSER Funds
Passed: Approval of a One-Time 1% Bonus for SACC Program Employees from ESSER Funds passed with a motion by Mr. Marco Perez and a second by Mrs. Tiffanie Robinson.
Mrs. Karitsa Jones: Absent
Mrs. Jenny Hill: Yes
Mr. Tucker McClendon: Yes
Mr. Marco Perez: Yes
Mrs. Tiffanie Robinson: Yes
Mr. Joe Smith: Yes
Mrs. Rhonda Thurman: Yes
Mr. Joe Wingate: Yes
Yes: 7, No: 0, Absent: 1

6. **School Age Child Care Employees 1% Pay Increase
Passed: Approval of School Age Child Care Employees 1% Pay Increase passed with a motion by Mr. Tucker McClendon and a second by Mrs. Rhonda Thurman.
Mrs. Jenny Hill: Yes
Mrs. Karitsa Jones: Yes
Mr. Tucker McClendon: Yes
Mr. Marco Perez: Yes
Mrs. Tiffanie Robinson: Yes

Mr. Joe Smith: Yes
Mrs. Rhonda Thurman: Yes
Mr. Joe Wingate: Yes
Yes: 8, No: 0

B. Chief Talent Officer - Penny Murray

1. **Teachers Eligible for Reinstatement of Tenure
Passed: Approval of Teachers Eligible for Reinstatement of Tenure passed with a motion by Mr. Tucker McClendon and a second by Mrs. Jenny Hill.
Mrs. Jenny Hill: Yes
Mrs. Karitsa Jones: Yes
Mr. Tucker McClendon: Yes
Mr. Marco Perez: Yes
Mrs. Tiffanie Robinson: Yes
Mr. Joe Smith: Yes
Mrs. Rhonda Thurman: Yes
Mr. Joe Wingate: Yes
Yes: 8, No: 0

2. **Recommendations for Pharmacy Benefits Management (PBM) Services
Passed: Approval of Pharmacy Benefits Management (PBM) Services passed with a motion by Mr. Tucker McClendon and a second by Mr. Marco Perez.
Mrs. Jenny Hill: Yes
Mrs. Karitsa Jones: Yes
Mr. Tucker McClendon: Yes
Mr. Marco Perez: Yes
Mrs. Tiffanie Robinson: Yes
Mr. Joe Smith: Yes
Mrs. Rhonda Thurman: Yes
Mr. Joe Wingate: Yes
Yes: 8, No: 0

C. Chairman Joe Wingate

1. **Acceptance of Dr. Johnson's Resignation
Passed: Approval of the Acceptance of Dr. Johnson's Resignation passed with a motion by Mrs. Karitsa Jones and a second by Mr. Tucker McClendon.
Mr. Joe Wingate: No
Mrs. Jenny Hill: Yes
Mrs. Karitsa Jones: Yes
Mr. Tucker McClendon: Yes
Mr. Marco Perez: Yes

Mrs. Tiffanie Robinson: Yes
Mr. Joe Smith: Yes
Mrs. Rhonda Thurman: Yes
Yes: 7, No: 1
Mr. Joe Wingate: No

2. *Appointment of Interim Director
Passed: Approval of the Motion to accept applicants to serve as interim director of schools; the interim will not be considered as a candidate for the permanent position; applicants must have administrative experience in the Hamilton Schools; applicants must send an email to Sherrie Ford no later than 8:00 a.m. Monday, July 19, 2021; Human Resources will review the applicants to verify they have the requisite administrative experience before this list is forwarded to the Board and the Board will meeting Monday at 5:00 p.m. to discuss and vote passed with a motion by Mr. Tucker McClendon and a second by Mr. Joe Smith.

Mrs. Karitsa Jones: Abstain
Mrs. Rhonda Thurman: No
Mrs. Jenny Hill: Yes
Mr. Tucker McClendon: Yes
Mr. Marco Perez: Yes
Mrs. Tiffanie Robinson: Yes
Mr. Joe Smith: Yes
Mr. Joe Wingate: Yes
Yes: 6, No: 1, Abstain: 1
Mrs. Rhonda Thurman: No

Mrs. Thurman made a motion to table Mr. McClendon's motion. There was no second to Mrs. Thurman's motion.

X. Information Only

A. Legal Services Report

XI. Events/Announcements

A. Thursday, August 5, 2021
Administrative In-Service (School-Based)

B. Friday, August 6, 2021
Administrative In-Service (School-Based)
Registration Day for Students (No Classes)

C. Monday, August 9, 2021
Administrative In-Service (System-wide)

D. Tuesday, August 10, 2021
Administrative In-Service (School-Based)

E. Wednesday, August 11, 2021
Teacher Professional Development
(School-Based)

F. Thursday, August 12, 2021
First Full Day of School

G. Monday, August 16, 2021
Board Agenda Work Session 5:30 p.m.

H. Thursday, August 19, 2021
Board Meeting 5:30 p.m.

XII. Adjourn – The meeting was adjourned at 8:50 p.m.

_____ _____
Chairperson Date

_____ _____
Superintendent Date

Hamilton County Board of Education – Draft Minutes – Not Yet Approved by the Board
Board Meeting - Special Called Session
July 19, 2021 5:00 PM
3074 Hickory Valley Road
Chattanooga, TN 37421

I. Roll Call
II. **Selection of Interim Superintendent
III. Adjourn

Hamilton County Board of Education
Board Meeting - Special Called Session
July 19, 2021 5:00 PM
3074 Hickory Valley Road
Chattanooga, TN 37421

I. Roll Call

Attendance Taken at 5:08 PM.

Mrs. Jenny Hill:	Present
Mrs. Karitsa Jones:	Present
Mr. Tucker McClendon:	Present
Mr. Marco Perez:	Present
Mrs. Tiffanie Robinson:	Present
Mr. Joe Smith:	Present
Mrs. Rhonda Thurman:	Present
Mr. Joe Wingate:	Present

II. **Selection of Interim Superintendent

passed: Approval of the motion to affirm Dr. Towns as the Interim Superintendent with a start date of August 18, 2021 passed with a motion by Mrs. Tiffanie Robinson and a second by Mrs. Jenny Hill.

Mrs. Rhonda Thurman:	No
Mr. Joe Wingate:	No
Mrs. Jenny Hill:	Yes
Mrs. Karitsa Jones:	Yes
Mr. Tucker McClendon:	Yes
Mr. Marco Perez:	Yes
Mrs. Tiffanie Robinson:	Yes
Mr. Joe Smith:	Yes

Yes: 6, No: 2
Mrs. Rhonda Thurman: No, Mr. Joe Wingate: No

Two rounds of votes were taken and read aloud by Attorney Bennett.
Round One:

Board Member	Dr. Zac Brown	Dr. John Tharp	Dr. Nakia Towns
Jenny Hill			X
Karitsa Jones	X		X
Tucker McClendon			X
Marco Perez	X		X
Tiffanie Robinson			X

Board Member	Dr. Zac Brown	Dr. John Tharp	Dr. Nakia Towns
Joe Smith	X		X
Rhonda Thurman	X		
Joe Wingate	X		X
Total	**5**		**7**

Round Two:

Board Member	Dr. Zack Brown	Dr. Nakia Towns
Jenny Hill		X
Karitsa Jones		X
Tucker McClendon		X
Marco Perez		X
Tiffanie Robinson		X
Joe Smith	X	
Rhonda Thurman	X	
Joe Wingate	X	
Total	**3**	**5**

III. Adjourn – The meeting was adjourned at 5:51 p.m.

_____ _____

Chairperson Date

_____ _____

Superintendent Date

Hamilton County Department of Education
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

MEMORANDUM

TO: Hamilton County Board of Education

FROM: Sherrie Ford

DATE: August 19, 2021

RE: Executive Committee Report

The Executive Committee of the Board may act on behalf of the full Board during the time between Board meetings. The Executive Committee items submitted to me for the agenda packet for the period of July 15, 2021 through August 19, 2021 are included. These items include previously approved field trips indicated by an asterisk and various early/emergency approvals presented for ratification.

EMPLOYMENT CONTRACT

BETWEEN

HAMILTON COUNTY BOARD OF EDUCATION

AND

DR. NAKIA TOWNS

THIS EMPLOYMENT CONTRACT is entered into this the 12th day of August 2021, by and between the **HAMILTON COUNTY BOARD OF EDUCATION** (hereinafter called "the Board"), and **DR. NAKIA TOWNS** (hereinafter called "the Director"). This Contract repeals and replaces any other employment arrangement in effect as of the date specified above.

WITNESSETH:

For and in consideration of the provisions herein contained, the Board and the Director agree as follows:

1. **Employment.** The Board, in accordance with its action at its meeting held on the 19th day of July, 2021, hereby appoints and employs Dr. Nakia Towns as the Interim Director of Hamilton County Schools, and she does accept such employment in accordance with the terms and provisions contained herein.

2. **Terms of Agreement.** This is an interim appointment that will run from month-to-month from August 17, 2021, until such time as

the Board shall select a full-time Director of Hamilton County Schools pursuant to Tenn. Code Ann. § 49-2-203(a)(14) or until such time as the Board may appoint a successor Interim Director. To provide for continuity of leadership within the Hamilton County Schools, the Board will provide at least thirty (30) days' notice prior to the termination of the Director's appointment as the Interim Director unless the termination is for cause pursuant to Tenn. Code Ann. § 49-5-501 *et seq.*

3. **Duties.** The Director shall perform any and all duties necessary and reasonable to the position of Director. The Director (1) shall be the Chief Executive Officer of the Board; (2) shall be in charge of employing and assigning teachers and other employees of the system under her supervision; (3) shall organize and arrange the administrative and supervisory staff, including the instructional and business affairs of the system; (4) shall be responsible for suggested regulations, rules and procedures as she deems necessary for the well-ordering of the system; and (5) shall in general perform all duties incident to the office of a director of schools and such other duties as may be appropriately prescribed by the Board from time to time and as required by Tennessee law as set forth in Title 49 of the Tennessee Code Annotated. The Board, individually and/or collectively, shall promptly refer all criticisms, complaints and suggestions called to its attention to the Director for

study and recommendation. It is understood and agreed by and between the Board and the Director that the Director shall be permitted to work as an adjunct associate professor during the 2021-2022 school year at Vanderbilt University, subject to the understanding that this work will not impede the performance of her duties as the Director.

4. **Reassignment.** Subject to the notice requirements contained in Section 2 of this Contract, the Board reserves the right to terminate the Director's appointment as the Interim Director and to reassign her to a suitable administrative position within Hamilton County Schools; provided, however, that any such reassignment is subject to the authority of any future Director of Hamilton County Schools established pursuant to Tenn. Code Ann. § 49-5-510.

5. **Compensation.** For the duration of this Contract, the Board of Education agrees to pay the Director the sum of sixteen thousand, two hundred fifty and 00/100 dollars ($16,250.00) per month. Additionally, she will be entitled to an annual travel allowance of four thousand, ~~five hundred and 00/100 dollars ($4,500.00)~~ eight hundred and 00/100 dollars ($4,800.00), which is a continuation of the current travel stipend for all members of executive cabinet. Upon the expiration of this interim appointment, the Director's rate of pay will be based upon the position to which she is assigned.

6. **Fringe Benefits.** During the Director's service as the Interim Director of Hamilton County Schools, she will be entitled to the same fringe benefits available to other school system employees.

7. **Professional Liability.** The Board agrees that it shall protect, defend, hold harmless and indemnify the Director from any and all demands, claims, suits, actions and legal proceedings brought against the Director in his individual capacity or in his official capacity as agent and employee of the Board, provided the incident giving rise to any such demand, claim, suit, action or legal proceeding arose while the Director was acting within the course and scope of her employment, except that in no case will individual Board members be considered personally liable for indemnifying the Director of such demands, claims, suits, actions, and legal proceedings.

8. **Termination.** This Contract may be terminated immediately for cause based upon the provisions of Tenn. Code Ann. § 49-5-501 *et seq.* or upon 30 days' notice pursuant to Section 2 of this Contract.

9. **Entire Agreement.** This Contract constitutes the entire agreement between the parties and fully and completely supersedes all prior agreements or employment arrangements between the Director and the Board. Both the Director and the Board acknowledge that neither has relied upon any oral representations or any agreements by the other,

and that no such oral representations or agreements shall in any way affect the terms of this written agreement, and that this Contract may not be modified or changed except by written instrument executed by the parties.

IN WITNESS WHEREOF, we have set our hands this the 12th day of August 2021.

_____
Joe Wingate, Chairman of the Board

Sworn to and subscribed
before me this ___ day
of _____, 2021.

_____
NOTARY PUBLIC

My commission expires: _____

_____
Dr. Nakia Towns

Sworn to and subscribed
before me this ___ day
of _____, 2021.

_____
NOTARY PUBLIC

My commission expires: _____

EMPLOYMENT CONTRACT

BETWEEN

HAMILTON COUNTY BOARD OF EDUCATION

AND

DR. NAKIA TOWNS

THIS EMPLOYMENT CONTRACT is entered into this the 12th day of August 2021, by and between the **HAMILTON COUNTY BOARD OF EDUCATION** (hereinafter called "the Board"), and **DR. NAKIA TOWNS** (hereinafter called "the Director"). This Contract repeals and replaces any other employment arrangement in effect as of the date specified above.

WITNESSETH:

For and in consideration of the provisions herein contained, the Board and the Director agree as follows:

1. **Employment.** The Board, in accordance with its action at its meeting held on the 19th day of July, 2021, hereby appoints and employs Dr. Nakia Towns as the Interim Director of Hamilton County Schools, and she does accept such employment in accordance with the terms and provisions contained herein.

2. **Terms of Agreement.** This is an interim appointment that will run from month-to-month from August 17, 2021, until such time as

the Board shall select a full-time Director of Hamilton County Schools pursuant to Tenn. Code Ann. § 49-2-203(a)(14) or until such time as the Board may appoint a successor Interim Director. To provide for continuity of leadership within the Hamilton County Schools, the Board will provide at least thirty (30) days' notice prior to the termination of the Director's appointment as the Interim Director unless the termination is for cause pursuant to Tenn. Code Ann. § 49-5-501 *et seq.*

3. **Duties.** The Director shall perform any and all duties necessary and reasonable to the position of Director. The Director (1) shall be the Chief Executive Officer of the Board; (2) shall be in charge of employing and assigning teachers and other employees of the system under her supervision; (3) shall organize and arrange the administrative and supervisory staff, including the instructional and business affairs of the system; (4) shall be responsible for suggested regulations, rules and procedures as she deems necessary for the well-ordering of the system; and (5) shall in general perform all duties incident to the office of a director of schools and such other duties as may be appropriately prescribed by the Board from time to time and as required by Tennessee law as set forth in Title 49 of the Tennessee Code Annotated. The Board, individually and/or collectively, shall promptly refer all criticisms, complaints and suggestions called to its attention to the Director for

study and recommendation. It is understood and agreed by and between the Board and the Director that the Director shall be permitted to work as an adjunct associate professor during the 2021-2022 school year at Vanderbilt University, subject to the understanding that this work will not impede the performance of her duties as the Director.

4. **Reassignment.** Subject to the notice requirements contained in Section 2 of this Contract, the Board reserves the right to terminate the Director's appointment as the Interim Director and to reassign her to a suitable administrative position within Hamilton County Schools; provided, however, that any such reassignment is subject to the authority of any future Director of Hamilton County Schools established pursuant to Tenn. Code Ann. § 49-5-510.

5. **Compensation.** For the duration of this Contract, the Board of Education agrees to pay the Director the sum of sixteen thousand, two hundred fifty and 00/100 dollars ($16,250.00) per month. Additionally, she will be entitled to an annual travel allowance of four thousand, eight hundred and 00/100 dollars ($4,800.00), which is a continuation of the current travel stipend for all members of executive cabinet. Upon the expiration of this interim appointment, the Director's rate of pay will be based upon the position to which she is assigned.

6. **Fringe Benefits.** During the Director's service as the Interim Director of Hamilton County Schools, she will be entitled to the same fringe benefits available to other school system employees.

7. **Professional Liability.** The Board agrees that it shall protect, defend, hold harmless and indemnify the Director from any and all demands, claims, suits, actions and legal proceedings brought against the Director in his individual capacity or in his official capacity as agent and employee of the Board, provided the incident giving rise to any such demand, claim, suit, action or legal proceeding arose while the Director was acting within the course and scope of her employment, except that in no case will individual Board members be considered personally liable for indemnifying the Director of such demands, claims, suits, actions, and legal proceedings.

8. **Termination.** This Contract may be terminated immediately for cause based upon the provisions of Tenn. Code Ann. § 49-5-501 *et seq.* or upon 30 days' notice pursuant to Section 2 of this Contract.

9. **Entire Agreement.** This Contract constitutes the entire agreement between the parties and fully and completely supersedes all prior agreements or employment arrangements between the Director and the Board. Both the Director and the Board acknowledge that neither has relied upon any oral representations or any agreements by the other,

and that no such oral representations or agreements shall in any way affect the terms of this written agreement, and that this Contract may not be modified or changed except by written instrument executed by the parties.

IN WITNESS WHEREOF, we have set our hands this the 12th day of August 2021.

Joe Wingate, Chairman of the Board

Sworn to and subscribed before me this 20th day of August, 2021.

SHERRIE FORD STATE OF TENNESSEE NOTARY PUBLIC HAMILTON COUNTY

Sherrie Ford
NOTARY PUBLIC

My commission expires: 05/09/2022

Dr. Nakia Towns

Sworn to and subscribed before me this 20th day of August, 2021.

SHIRLEY A MCCALLIE STATE OF TENNESSEE NOTARY PUBLIC MEIGS COUNTY

Shirley A. McCallie
NOTARY PUBLIC

My commission expires: 08/21/2022


SHIRLEY A MCCALLIE
STATE
OF
TENNESSEE
NOTARY
PUBLIC
MEIGS COUNTY

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, TN 37421

MEMORANDUM

TO: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

FROM: Dr. Robert Sharpe, Community Superintendent

DATE: August 19, 2021

RE: Overnight Field Trips

This is to request Board approval of the following overnight field trips:

 # 1. **Chattanooga School for the Arts and Sciences Upper School** – Twenty-four members of the high school girls' soccer team request permission to travel to Gatlinburg, Tennessee August 27-29, 2021 to compete in the Smokey Mountain Cup at the Rocky Top Sports Complex.

HAMILTON COUNTY SCHOOLS
Request for Field Trip Approval

☐ **Day** ☒ **Overnight** (Must go to Board for Approval) **Today's Date:** 07-11-2021

☐ **Career/Tech.** ☐ **Exceptional Ed** ☐ **Learning Community** ☐ **Opportunity Zone** ☐ **PreK**

School Chattanooga School for the Arts and Sciences Grade/Group/Team 9-12 / HS Girls' Soccer Team

Departure Date/Time 08-27-2021 / 2:00 pm Return Date/Time 08-29-2021 / 1:00 pm

Event/Venue Smokey Mtn. Cup / Rocky Top Sports Complex Address 1870 Sports World Blvd., Gatlinburg, TN 37738

Instructional value N/A

Evaluation N/A

Fee Requested $ 60.00 How Acquired?

Total # of Students 24 Total # of Staff 2 Total # of Chaperones Nurse Required: ☐ Yes ☒ No

Number of subs needed 1 (half day) Funding source for subs Hamilton County

- Total # of Students with 504 Plan N/A Modifications Needed
- Total # of Students with Disabilities N/A Modifications Needed

Transportation: The PRINCIPAL is responsible for verifying that ALL drivers are properly licensed and insured.

County School Bus ☐ Cost $ Handicap Accessible Bus ☐ Cost $

Charter Bus **(Board Approved)** ☐ Cost $

Cars ☒ List Driver(s) parents will be responsible for transportation Cost $

WRITTEN parental permission (and medical information, if overnight) for each student is required and must be received before the student is permitted to attend.

List Chaperones:

Staff: David Poss, Tina Whaley

Chaperones:

Background checks on non HCDE employee chaperones with unsupervised contact with students. Have you complied? ☒Yes

*Overnight Field Trips

*Number of students not attending for economic reasons 0

*Number of trips this group expects to take which will require funds 1

*Estimated cost to parent support groups for this trip $ 0

*Projects students have undertaken to secure funds none

*Co-ed trips require co-ed chaperones. Have you complied? ☒Yes

*Travel itinerary attached with name/address of accommodations ☒Yes

Teacher's Signature:	DocuSigned by: David Poss 2C421DA1606442C...	**Date:**	07/12/2021
Principal's Signature:		**Date:**	7/19/21
Director's Signature:		**Date:**	

SEND TO APPROPRIATE SCHOOL DIRECTOR FOR APPROVAL

Hamilton County Department of Education

Field Trip Permission Slip

School Chattanooga School for the Arts and Sciences **Grade/Course** 9-12 / HS Girls' Soccer

Destination and Event Gatlinburg, TN / Smokey Mountain Cup #2

Trip Date 8/27/21 - 8/29/21 **Departure time** 2:00 pm **Return time** 1:00 pm

No. of Teachers/Chaperones 2 **Instructional value of trip/relationship to classroom activities:**
N/A

Provision for students not attending N/A

Name of Teacher(s)/Chaperone(s)* David Poss, Tina Whaley

Transportation

- ☐ **County School Bus** _____
- ☐ **Charter Bus Name** _____
- ■ **Car / List Drivers** Parents responsible for transportation

Fee Requested $ 60.00 **Permission Slip and Fee Due to Teacher by:** 8/23/21

Any trip which occurs during the regular day or is offered in connection with a class is offered without charge. However, if enough funds are not provided, this trip can be cancelled. Any received funds will be refunded.

All rules of conduct that are in effect on school grounds apply on this school trip.

---------- Cut Here ----------

Field Trip Destination Gatlinburg, TN / Smokey Mountain Cup #2 **Trip Date** 8/27-29/21

I/we, the undersigned, hereby grant permission for _____
to participate in the above activity. **(Student Name)**

- I/we do hereby agree to release from any and all liability and otherwise hold harmless all school personnel acting in their supervisory capacity for personal injury, property or other type of loss which occurred as a result of this activity.
- I/we further authorize the above mentioned teachers/chaperones to seek and arrange for emergency medical care, hospitalization or surgery that may become necessary in my absence and I/we will assume financial responsibility for same.
- The school sponsors, schools, and Hamilton County School officials will make every reasonable effort to properly supervise, control, and render safe all activities in the planned program above.

_____ _____ _____
Student Signature **Parent(s) Signature** **Emergency Phone**

Online payment confirmation #_____

List any special medical requirements or allergies:

_____

***A chaperone is a non HCDE adult who has submitted to a background check and will have direct unsupervised contact with students during the field trip. A volunteer is a non HCDE adult who assists the teacher(s) during the field trip, but will not have any direct unsupervised contact with students.**

Varsity

2021 Fall Smoky Mountain Cup Presented by Adidas - 8/26/21 - 8/29/21

Aug 26 - 29, 2021
TN

Chattanooga School for the Arts & Sciences, TN (0 - 0)

Varsity

Schedule

Friday, August 27, 2021							
Game	**Time**	**Location**	**Home**	**Score**		**Away**	
P11	6:50 PM	Rocky Top Sports World - Field 2	Chattanooga School for the Arts & Sciences, TN			Chuckey-Doak High School, TN	
Saturday, August 28, 2021							
Game	**Time**	**Location**	**Home**	**Score**		**Away**	
P40	2:30 PM	Pigeon Forge High School	Fairview High School, TN			Chattanooga School for the Arts & Sciences, TN	
P57	8:00 PM	Rocky Top Sports World - Field 5	Magnolia Heights School, MS			Chattanooga School for the Arts & Sciences, TN	

Itinerary for Smokey Mountain Cup #2

Friday (8/27)

2:00 pm	leave CSAS from parking lot
5:00 pm	check in to hotel
5:30 pm	leave for game vs Chuckey-Doak HS (@6:50 pm)
9:30 pm	return to hotel

Saturday (8/28)

8:00 am	Breakfast – meet in lobby of hotel
1:00 pm	leave for game vs Fairview High School (@ 2:30 pm)
4:30 pm	return to Hotel
5:30 pm	meet in lobby for team meal
6:30 pm	leave for game vs Magnolia Heights School (@ 8:00 pm)
10:30 pm	return to Hotel

Sunday (8/29)

8:00 am	Breakfast – meet in lobby of hotel
9:00 am	check out of hotel
1:00 pm	return to CSAS parking lot

Hotel Info

Baymont by Wyndham – Pigeon Forge
130 Wears Valley Road
Pigeon Forge, TN 37863
(865) 280-1106

Game Locations

Rocky Top Sports World
1870 Sports World Blvd.
Gatlinburg, TN 37738

Pigeon Forge High School
414 Tiger Drive
Pigeon Forge, TN 37863

Planned restaurants

Mel's Diner
119 Wears Valley Road
Pigeon Forge, TN 37863
(865) 429-2184

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, TN 37421

MEMORANDUM

TO: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

FROM: Elaine Harper, Community Superintendent, North River Learning Community

DATE: August 19, 2021

RE: Overnight Field Trips

This is to request Board approval of the following overnight field trips:

 # 1.* **Soddy Daisy High School** – Twelve members of the Boys Basketball Team traveled to Bartlett, TN June 17-19, 2021 to participate in the Basketball Coaches Association of Tennessee Hoopsfest Basketball Camp.

 # 2.* **Hixson Middle School** – Fifteen members of the Cheerleading Team traveled to Gatlinburg, TN July 11-14, 2021 to participate in the Universal Cheerleaders Association Cheer Camp.

*This item was previously approved by Dr. Bryan Johnson, Superintendent and Joe Wingate, Board Chairman.

Hamilton County Schools
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

Request for Early Approval

MEMORANDUM

To: Executive Committee of the Board

School: Soddy Daisy High School

Date: 5/25/2021 Trip Dates: 6/17-6/19

The attached request requires approval of the Board of Education. The reason this item was not submitted within the timeframe necessary for it to be placed on the agenda for a scheduled Board session is as follows:

Our boys basketball program did not receive an invitation to this high profile event until May 19, 2021

Principal Signature — Date 5/25/21

Nellie Parker
Chief Schools Officer — Date 6/2/21

APPROVED:

Superintendent Signature — Date 6/3/21

Board Chairman Signature — Date 6/4/21

7/2018

HAMILTON COUNTY SCHOOLS
Request for Field Trip Approval

☐ **Day** ■ **Overnight** (Must go to Board for Approval) **Today's Date:** 5/25/2021

☐ **Exceptional Ed** ■ **Learning Community** ☐ **PreK**

School Soddy Daisy High School Grade/Group/Team Boys Varsity Basketball Team

Departure Date/Time June 17,2021 / 1:00 p.m. Return Date/Time June 19, 2021 / 8:00 p.m.

Event/Venue BCAT Hoopsfest Invitational Address Bartlett High School 5688 Woodlawn, Bartlett, TN 38134

Instructional value For the first time in over 15 months, players will be allowed to play in front of college coaches June 18-20.

Evaluation Each player will be evaluated by BALLERTV. The BALLERTV stream is subscribed to by the staff of over 2,000 college programs

Fee Requested $ 0 How Acquired? N/A

Total # of Students 12 Total # of Staff 1 Total # of Chaperones 1 Nurse Required: ☐ Yes ■ No

Number of subs needed 0 Funding source for subs N/A

- Total # of Students with 504 Plan 0 Modifications Needed N/A
- Total # of Students with Disabilities 0 Modifications Needed N/A

Transportation: The PRINCIPAL is responsible for verifying that ALL drivers are properly licensed and insured.

☐ County School Bus Cost $____ Bus # ____ . Driver's Name ____

☐ Handicap Accessible Bus Cost $____

☐ Charter Bus (**Board Approved**) ____ Cost $____

■ Cars List Driver(s) William Eller II (van) Cost $ 0

WRITTEN parental permission (and medical information, if overnight) for each student is required and must be received before the student is permitted to attend.

List Chaperones:

Staff: William R. Eller II

Chaperones: Johnny Sullivan

Background checks on non HCDE employee chaperones with unsupervised contact with students. Have you complied? ☐Yes

*Overnight Field Trips

*Number of students not attending for economic reasons 0

*Number of trips this group expects to take which will require funds 0

*Estimated cost to parent support groups for this trip $ 0

*Projects students have undertaken to secure funds 0

*Co-ed trips require co-ed chaperones. Have you complied? ☐Yes

*Travel itinerary attached with name/address of accommodations ■Yes

Teacher's Signature:	William R. Eller II	**Date:**	5/25/2021
Principal's Signature:		**Date:**	5/25/21
LC Superintendent's Signature:	Elaine Hugh	**Date:**	6/1/21

SEND TO APPROPRIATE COMMUNITY SUPERINTENDENT FOR APPROVAL

8/2020

Hamilton County Schools
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

Request for Early Approval

MEMORANDUM

To: Executive Committee of the Board

School: Hixson Middle School

Date: 6/18/21 Trip Dates: 7/11/21-7/14/21

The attached request requires approval of the Board of Education. The reason this item was not submitted within the timeframe necessary for it to be placed on the agenda for a scheduled Board session is as follows:

Background check approval received 6/18/21

LeAngela Rogers Digitally signed by LeAngela Rogers Date: 2021.06.18 11:26:14 -04'00'

Principal Signature — Date: 6/18/21

Chief Schools Officer — Date: 6/18/2021

APPROVED:

Superintendent Signature — Date: 6/23/21

Board Chairman Signature — Date: 6/23/21

7/2018

HAMILTON COUNTY SCHOOLS
Request for Field Trip Approval

☐ **Day** ■ **Overnight** (Must go to Board for Approval) **Today's Date:** 5/25/2021

☐ **Exceptional Ed** ■ **Learning Community** ☐ **PreK**

School Hixson Middle School Grade/Group/Team 6-8 Cheer Team

Departure Date/Time 7/11/21 8am Return Date/Time 7/14/21 3pm

Event/Venue Cheer Camp/Park Vista Resort Address 705 Cherokee Orchard Rd Gatlinburg,TN

Instructional value Leadership skills, teamwork skills cheer skills

Evaluation Attend UCA Cheer Camp with other Tennessee county cheer teams

Fee Requested $ 350.00 How Acquired? Parent paid

Total # of Students 15 Total # of Staff 2 Total # of Chaperone 2 Nurse Required: ☐ Yes ■ No

Number of subs needed 0 Funding source for subs N/A

- Total # of Students with 504 Plan 0 Modifications Needed
- Total # of Students with Disabilities 0 Modifications Needed

Transportation: The PRINCIPAL is responsible for verifying that ALL drivers are properly licensed and insured.

☐ County School Bus Cost $ Bus # Driver's Name

☐ Handicap Accessible Bus Cost $

☐ Charter Bus (**Board Approved**) Cost $

■ Cars List Driver(s) Barbara Burhans, Sara Burhans, Kristy Hickman,Melinda Sisk Cost $ 0

WRITTEN parental permission (and medical information, if overnight) for each student is required and must be received before the student is permitted to attend.

List Chaperones:

Staff: Barbara Burhans, cheer coach Kristy Hickman (Hixson High)

Chaperones: Sara Burhans Melinda Sisk

Background checks on non HCDE employee chaperones with unsupervised contact with students. Have you complied? ■Yes

*Overnight Field Trips

*Number of students not attending for economic reasons 2

*Number of trips this group expects to take which will require funds 1

*Estimated cost to parent support groups for this trip $ 350.00

*Projects students have undertaken to secure funds Online popcorn sales

*Co-ed trips require co-ed chaperones. Have you complied? ■Yes

*Travel itinerary attached with name/address of accommodations ■Yes

Teacher's Signature:	Barbara Burhans Digitally signed by Barbara Burhans Date: 2021.06.18 11:14:45 -04'00'	**Date:**
Principal's Signature:	LeAngela Rogers Digitally signed by LeAngela Rogers Date: 2021.06.18 11:19:43 -04'00'	**Date:**
LC Superintendent's Signature:	Justin Robertson	**Date:** 6/18/2021

SEND TO APPROPRIATE COMMUNITY SUPERINTENDENT FOR APPROVAL

Hamilton County Department of Education
Operations Office
3074 Hickory Valley Rd
Chattanooga, TN 37421
(423) 498-7023

Memorandum

TO: Hamilton County Board of Education
Dr. Nakia Towns, Interim Superintendent

FROM: Dr. Justin Robertson
Chief Operations Officer

DATE: August 19, 2021

RE: JROTC Field Trips

This is to request Board approval of the following field trips:

1. **Sale Creek High School** – Fifty members of the JROTC will visit Outland Expeditions Whitewater Rafting on September 3, 2021 for adventure and physical training to build confidence.

2. **Red Bank High School JROTC** – Fifty two members of the JROTC will visit Ocoee Inn-White Water Rafting on September 18, 2021 for adventure training, teamwork, and physical activity.

*Due to the nature of these trips we are requesting board approval for the above listed and future trips with similar conditions.

HAMILTON COUNTY SCHOOLS
Request for Field Trip Approval

☒ **Day** ☐ **Overnight** (Must go to Board for Approval) **Today's Date:** 24 June 2021

☐ **Exceptional Ed** ☒ **Learning Community** ☐ **PreK**

School Sale Creek High School Grade/Group/Team 9-12 JROTC

Departure Date/Time Friday, 3 Sep 2021/ 8:30 Return Date/Time Friday, 3 Sep 2021/ 3:30 p.m.

Event/Venue White Water Rafting- Ocoee River/ Outland Expeditions Address 6501 Waterlevel Hwy. SE Cleveland, TN 37323

Instructional value Physical Training, Adventure Training, Water-confidence

Evaluation Leadership Planning Assessment/ Adventure Ribbon

Fee Requested $ 30 How Acquired? Cash Collection

Total # of Students 50 Total # of Staff 3 Total # of Chaperones 0 Nurse Required: ☐ Yes ☒ No

Number of subs needed 1 Funding source for subs JROTC

- Total # of Students with 504 Plan 2 Modifications Needed none
- Total # of Students with Disabilities 0 Modifications Needed none

Transportation: The PRINCIPAL is responsible for verifying that ALL drivers are properly licensed and insured.

☐ County School Bus Cost $____ Bus # ____ Driver's Name ____

☐ Handicap Accessible Bus Cost $____

☒ Charter Bus (Board Approved) Chattanooga Bus Company Cost $ 500

☐ Cars List Driver(s) ____ Cost $____

WRITTEN parental permission (and medical information, if overnight) for each student is required and must be received before the student is permitted to attend.

List Chaperones:

Staff: LTC Dave Storey, CSM Paul Vallade, Dr. Leann Welch

Chaperones: ____

Background checks on non HCDE employee chaperones with unsupervised contact with students. Have you complied? ☒Yes

***Overnight Field Trips**

*Number of students not attending for economic reasons ____

*Number of trips this group expects to take which will require funds ____

*Estimated cost to parent support groups for this trip $____

*Projects students have undertaken to secure funds ____

*Co-ed trips require co-ed chaperones. Have you complied? ☐Yes

*Travel itinerary attached with name/address of accommodations ☐Yes

Teacher's Signature:	**Date:** 24 JUNE 2021
Principal's Signature:	**Date:** 6/29/2021
LC Superintendent's Signature:	**Date:**

SEND TO APPROPRIATE COMMUNITY SUPERINTENDENT FOR APPROVAL

8/2020

Hamilton County Department of Education

Field Trip Permission Slip

School Sale Creek High School Grade/Course 9-12/ JROTC

Destination and Event Outland Expeditions/ White Water Rafting - Ocoee River

Trip Date 3 Sep 2021 Departure time 8:30 p.m. Return time 3:30 p.m.

No. of Teachers/Chaperones 3/0 Instructional value of trip/relationship to classroom activities:
Physical Training, Adventure Training, Water-Confidence

Provision for students not attending Substitute teacher/ Physical Training

Name of Teacher(s)/Chaperone(s)* LTC Dave Storey, CSM Paul Vallade, Dr. Leann Welch

Transportation ☐ County School Bus _____

☒ Charter Bus Name Chattanooga Bus Company

☐ Car / List Drivers _____

Fee Requested $ 30 Permission Slip and Fee Due to Teacher by: Monday, 30 Aug

Any trip which occurs during the regular day or is offered in connection with a class is offered without charge. However, if enough funds are not provided, this trip can be cancelled. Any received funds will be refunded.

All rules of conduct that are in effect on school grounds apply on this school trip.

---------- Cut Here ----------

Field Trip Destination Outland Expeditions/ White Water Rafting - Ocoee River Trip Date 3 Sep 21

I/we, the undersigned, hereby grant permission for _____
to participate in the above activity. (Student Name)

- I/we do hereby agree to release from any and all liability and otherwise hold harmless all school personnel acting in their supervisory capacity for personal injury, property or other type of loss which occurred as a result of this activity.
- I/we further authorize the above mentioned teachers/chaperones to seek and arrange for emergency medical care, hospitalization or surgery that may become necessary in my absence and I/we will assume financial responsibility for same.
- The school sponsors, schools, and Hamilton County School officials will make every reasonable effort to properly supervise, control, and render safe all activities in the planned program above.

Student Signature _____ Parent(s) Signature _____ Emergency Phone _____

Online payment confirmation # _____

List any special medical requirements or allergies:

_____

***A chaperone is a non HCDE adult who has submitted to a background check and will have direct unsupervised contact with students during the field trip. A volunteer is a non HCDE adult who assists the teacher(s) during the field trip, but will not have any direct unsupervised contact with students.**

HAMILTON COUNTY SCHOOLS
Request for Field Trip Approval

☒ **Day** ☐ **Overnight** (Must go to Board for Approval) **Today's Date:** 10 August 2021

☐ **Exceptional Ed** ☒ **Learning Community** ☐ **PreK**

School Red Bank High School Grade/Group/Team 9-12th/JROTC

Departure Date/Time 18 September 21/9:30 am Return Date/Time 18 September 21/7:00 pm

Event/Venue Ocoee Inn-White Water Rafting/Ci Ci's Pizza (Lunch) Address 2496 HWY 64, Benton, TN 37307/355 Paul Huff Pkwy, Cleveland, TN

Instructional value Adventure Training, Teamwork & Physical Fitness

Evaluation N/A

Fee Requested $ 35.00 How Acquired? N/A

Total # of Students 52 Total # of Staff 3 Total # of Chaperones N/A Nurse Required: ☐ Yes ☒ No

Number of subs needed N/A Funding source for subs JROTC

- Total # of Students with 504 Plan N/A Modifications Needed N/A
- Total # of Students with Disabilities N/A Modifications Needed N/A

Transportation: The PRINCIPAL is responsible for verifying that ALL drivers are properly licensed and insured.

☒ County School Bus Cost $ 500.00 Bus # 11-2 Driver's Name Jim Sneed

☐ Handicap Accessible Bus Cost $ N/A

☐ Charter Bus (**Board Approved**) N/A Cost $ N/A

☐ Cars List Driver(s) N/A Cost $ N/A

WRITTEN parental permission (and medical information, if overnight) for each student is required and must be received before the student is permitted to attend.

List Chaperones:

Staff: Jason Clark, Aaron Russell & John Simpson

Chaperones: N/A

Background checks on non HCDE employee chaperones with unsupervised contact with students. Have you complied? ☐Yes

*Overnight Field Trips

*Number of students not attending for economic reasons N/A

*Number of trips this group expects to take which will require funds N/A

*Estimated cost to parent support groups for this trip $ N/A

*Projects students have undertaken to secure funds N/A

*Co-ed trips require co-ed chaperones. Have you complied? ☐Yes

*Travel itinerary attached with name/address of accommodations ☐Yes

Teacher's Signature:	**Date:** 8/10/21
Principal's Signature:	**Date:** 8/11/21
LC Superintendent's Signature:	**Date:**

SEND TO APPROPRIATE COMMUNITY SUPERINTENDENT FOR APPROVAL

8/2020

Hamilton County Department of Education

Field Trip Permission Slip

School Red Bank High School Grade/Course 9-12th

Destination and Event Ocoee Inn, 2496 HWY 64, Benton, TN 37307-White Water Rafting/CiCi's Pizza, 355 Paul Huff Pkwy, Cleveland, TN 37312 (Lunch)

Trip Date 18 SEP 21 Departure 9:30 am Return 7:00 pm

No. of Teachers 3 Instructional value of trip/relationship to classroom activities:
Adventure Training, Teamwork & Physical Fitness

Provision for students not attending N/A

Name of Teacher(s)/Adult Chaperone(s)* Jason Clark, Aaron Russell & John Simpson

Transportation ☐ County School Bus # 11-2 Bus Driver's Name Jim Sneed

☐ Charter Bus Name N/A

☐ Car / List Drivers N/A

Fee Requested $ 35.00 Permission Slip and Fee Due to Teacher by: 17 SEP 21

Any trip which occurs during the regular day or is offered in connection with a class is offered without charge. However, if enough funds are not provided, this trip can be cancelled. Any received funds will be reimbursed.

All rules of conduct that are in effect on school grounds apply on this school trip.

---------- Cut Here ----------

Field Trip Destination Ocoee Inn, 2496 HWY 64, Benton, TN 37307-White Water Rafting/ CiCi's Pizza, 355 Paul Huff Pkwy, Cleveland, TN 37312 Trip Date 18 SEP 21

I/we, the undersigned, hereby grant permission for _____ to participate in the above activity.
(Student Name)

- I/we do hereby agree to release from any and all liability and otherwise hold harmless all school personnel acting in their supervisory capacity for personal injury, property or other type of loss which occurred as a result of this activity.
- I/we further authorize the above mentioned teachers/chaperones to seek and arrange for emergency medical care, hospitalization or surgery that may become necessary in my absence and I/we will assume financial responsibility for same.
- The school sponsors, schools, and Hamilton County School officials will make every reasonable effort to properly supervise, control, and render safe all activities in the planned program above.

Student Signature _____ Parent(s) Signature _____ Emergency Phone _____

List any special medical requirements or allergies:

_____

*A chaperone is a non HCDE adult who has submitted to a background check and will have direct unsupervised contact with students during the field trip. A volunteer is a non HCDE adult who assists the teacher(s) during the field trip, but will not have any direct unsupervised contact with students.

July 2017

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 HICKORY VALLEY ROAD
CHATTANOOGA, TN 37421

MEMORANDUM

TO: Hamilton County Board of Education
Dr. Nakia Towns, Interim Superintendent

FROM: Mary Ellen Heuton, Chief Financial Officer
Kevin Bartenfield, Director of Purchasing

DATE: August 19, 2021

RE: Bids/Contracts

1. Attached for your approval are bids/contracts for the following:

   A. Request Approval of Bid File 22-08 Contract to Repair Athletic Field Irrigation Systems.
   B. Request Approval to use Simply Mac and Stay Mobile, local authorized dealers for MAC/iPad repairs.

2. Ratification of Early/Emergency Request for EBE Tornado Damage-East Hamilton Field.

3. Bids procured by the Purchasing Department, in all cases, low bids meeting specifications are recommended.

4. Recommend approval as presented.

KB:de

HAMILTON COUNTY DEPARTMENT OF EDUCATION
Bid File 22-08 Contract to Repair Athletic Field Irrigation Systems
Opening July 22, 2021 11:00a.m.

BIDDERS	LABORER RATE PER HOUR	FOREMAN RATE PER HOUR	SUPERVISOR RATE PER HOUR	Materials Cost Plus Markup %	Overhead Percentage %	Profit Percentage %
CODDINGTON ENTERPRISE	30.00	35.00	40.00	INCLUDED IN MATERIAL & LABOR COST		
OOLTEWAH NURSERY & LANDSCAPE CO. INC.	45.00	60.00	65.00	20	12	10

Awarded Bidder: Coddington Enterprise (Primary)
Ooltewah Nursery & Landscape Co., Inc. (Alternate)

Funding Provided By: Maintenance/Operating Budget and Capital Funds

Information Technology
3074 Hickory Valley Rd
Chattanooga, TN 37421
(423) 498-6577

Memorandum

To: Hamilton County Board of Education
Dr. Nakia Towns, Interim Superintendent

From: Alan Walker
Information Technology Coordinator

Date: August 19, 2021

Re: Recommended approval of Simply Mac and Stay Mobile

Information Technology is recommending two local, authorized dealers for MAC/iPad repairs-, Simply Mac and Stay Mobile. These vendors provide repair work on Apple devices which include replacement of screens, power supplies, memory and hard drive replacement, etc. We are seeking their assistance with Apple devices that are no longer under Apple warranty. Upon board approval of these vendors, we can obtain faster service in Apple repairs for the district. The district will save on shipping cost to and from by using a local vendor.

Thank you for your consideration of this request.

Hamilton County Department of Education
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

M E M O R A N D U M

TO: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

FROM: Justin Witt

DATE: August 19, 2021

RE: **EBE Tornado Damage-East Hamilton Field**

Please see the attached signed early approval to repair the practice field at East Hamilton High School. This early approval requires Board ratification.

HAMILTON COUNTY SCHOOLS

MEMO

Request for Emergency/Early Approval

To: Executive Committee of the Board

From: Justin Witt

Date: July 23, 2021

Subject: EBE Tornado Damage-East Hamilton Field

The attached request requires approval of the Board of Education. The reason this item was not submitted within the timeframe necessary for it to be placed on the agenda for a scheduled Board session is as follows:

I am requesting early approval to repair the practice field at East Hamilton High School that was damaged due to portable placement and removal. Early approval is required to establish the grass during the growing season.

Travelers has approved the attached proposal.

Superintendent:

Dr. Bryan Johnson

School Board Chairman:

Joe Wingate

2501 Dodds Avenue • Chattanooga, TN 37407
Tel: 423-498-7255 • www.hcde.org

OOLTEWAH NURSERY & LANDSCAPE CO., INC.

"Come GROW with us!"

PROPOSAL

5829 Main Street Ooltewah, TN 37363
Telephone (423) 238-9775 Fax (423) 238-6894
Wendell Whitener 423-421-9565
Winston Whitener 423-762-3586

PROPOSAL DATE: 9-Jul-21

ATTN: JUSTIN WITT & STACEY SWAFFORD

PROPOSAL FOR: HAMILTON COUNTY DEPARTMENT OF EDUCATION
ADDRESS: 2501 DODDS AVE
CITY, ST, ZIP: CHATTANOOGA, TN 37407 CELL:
TEL: (423) 498-7255 FAX:
E-MAIL: witt_justin@hcde.org swafford_s@hcde.org

JOB: EAST HAMILTON HIGH SCHOOL
RE: BAND, R.O.T.C., & SOCCER FIELD REPAIR FROM TEMPORARY PORTABLE BUILDINGS

WE PROPOSE TO FURNISH ALL LABOR, MATERIAL, EQUIPMENT, TAXES, INSURANCE AND SUPERVISION NECESSARY TO INSTALL THE FOLLOWING LANDSCAPE WORK:

ITEM NO. 1: **ATHLETIC FIELD REPAIR & IRRIGATION REPLACEMENT**

WORK DESCRIPTION

1. BOBCAT & HARLEY RAKE FIELD TO REMOVE EXISTING TURF & ROOTS.
2. REMOVE OLD ROOTS & THATCH TO PREPARE GROUND FOR NEW GRADING.
3. PROVIDE & INSTALL 3" OF NEW SCREENED TOPSOIL.
4. LASER GRADE FIELD TO ENSURE POSITIVE DRAINAGE.
5. SURVEY FIELD & CHECK GRADES.
6. ROLL FIELD TO COMPACT SOIL TO PREVENT SETTLING.
7. INSTALL NEW 419 BERMUDA SOD.
8. INSTALL A NEW RAINBIRD IRRIGATION SYSTEM TO REPLACE THE OLD SYSTEM.

QTY	DESCRIPTION	SIZE	UNIT	TOTAL
1	HARLEY RAKE/ TILL GRASS & REMOE OLD SOD	LUMP SUM	$3,875.00	$3,875.00
318	NEW SCREENED TOPSOIL	CU. YDS	$40.00	$12,720.00
318	INSTALL TOPSOIL	CU. YDS	$12.00	$3,816.00
1	LASER GRADE FIELD	LUMP SUM	$5,000.00	$5,000.00
16	ROLL/ COMPACT FIELD	HRS.	$100.00	$1,600.00
3178	419 BERMUDA SOD	SQ. YDS	$6.00	$19,068.00
1	RAIN BIRD IRRIGATION SYSTEM	LUMP SUM	$18,549.00	$18,549.00

TOTAL FIELD REPAIR & IRRIGATION REPLACEMENT COST: $64,628.00

ITEM NO. 2: **AREAS OFF THE FIELD**

WORK DESCRIPTION

1. USE BOBCAT & HARLEY RAKE TO SCARIFY THE WORK AREA.

2. USE BOBCAT & LABOR TO CLEANUP AND REMOVE SUBSOIL & DEBRI LEFT FROM THE PORTABLE BUILDINGS. PLACE SUBSOIL & DEBRI ON DUMP TRUCK & HAUL TO THE LANDFILL.
3. FURNISH AND INSTALL 4" OF SCREENED TOPSOIL.
4. FINE GRADE AND ENSURE POSITIVE DRAINAGE.
5. INSTALL SEED, FERTILIZE, LIME, AND WHEAT STRAW MULCH IN ALL DISTURBED AREAS OFF THE FIELD.

QTY	DESCRIPTION	SIZE	UNIT	TOTAL
8	T-300 BOBCAT & HARLEY RAKE	HRS.	$140.00	$1,120.00
51	LANDSCAPE WORKERS	HRS.	$45.00	$2,295.00
7	DUMP TRUCK	HRS.	$80.00	$560.00
1	DISPOSAL	LUMP SUM	$160.00	$160.00
8	T-300 BOBCAT & BUCKET	HRS.	$100.00	$800.00
191	SCREENED TOPSOIL	CU. YDS	$40.00	$7,640.00
191	INSTALL TOPSOIL	CU. YDS	$12.00	$2,292.00
18440	BERMUDA SEED, FERTILIZER, & MULCH	SQ. FT.	$0.20	$3,688.00
			AREAS OFF THE FIELD TOTAL:	**$18,555.00**
			TOTAL JOB COST:	**$83,183.00**

WE PROPOSE TO HEREBY FURNISH MATERIAL AND LABOR-COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS,
FOR THE SUM OF: $83,183.00

PAYMENT TO BE MADE AS FOLLOWS: NET 30

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Our terms are 30 days upon completion of work. A service charge thereafter of 1 ½ per month on past due balances (18% per annum). If collected by an attorney, party agrees to pay all fees costs of collection. A 3% convenience fee will be charged on all payments over $1,000.00 tendered by credit/debit card. If your check is returned for non-sufficient funds, you expressly authorize your account to be electronically debited or bank drafted for the amount of the check plus and applicably fees. The use of a check for payment is your acknowledgement and acceptance of this policy and its terms and conditions.

This job, as estimated, is subject to approval by the management of Ooltewah Nursery & Landscape Co. Inc., and if O.N.L.C. Inc. is unable to do said job as estimated by the sales representative, the contract, either written or verbal, will be null and void with all deposit monies promptly returned.

AUTHORIZED SIGNATURE: WENDELL WHITENER, VIA EMAIL

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN xx DAYS.

ACCEPTANCE OF PROPOSAL- THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

DATE OF ACCEPTANCE: _____

SIGNATURE: _____

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, TN 37421

MEMORANDUM:

To: Hamilton County Board of Education
Dr. Nakia Towns, Interim Superintendent

From: Blake Freeman, K-12 Academic Officer
Dr. Neelie Parker, Chief Schools Officer

Date: August 19, 2021

Subject: **Free trial of Packback**

We are requesting approval to partner ten Hamilton County Schools teachers and their classes with Packback. On Packback, students are taught the life skill of how to ask great questions and are coached on their critical thinking skills as they formulate responses to questions each week. The system enables educators to improve student curiosity through inquiry-driven online discussion powered by A.I.

Research conducted by community colleges on Packback has shown its improvement to A's & B's along with a reduction in D's & F's as a result of creating curious, engaged learners.

This is a free trial being offered to Hamilton County Schools with focuses in AP, dual enrollment and advanced language arts and history classes, as well as two middle school Science classes.

Thank you,

packback
Fearlessly curious.

About Packback (www.packback.co)

Packback is the higher-ed market leader for student engagement through online discussion serving 600,000+ students, now entering K12 secondary education. On Packback, students are taught the life skill of how to ask great questions and are coached on their critical thinking skills as they formulate responses to questions each week. The system enables educators to improve student curiosity through inquiry-driven online discussion powered by A.I. Research conducted by community colleges on Packback has shown its improvement to A's & B's along with a reduction in D's & F's as a result of creating curious, engaged learners.

The platform's features include gamification to promote student engagement and A.I. as a "Digital T.A." for teachers. The A.I. maximizes teachers by providing recommended posts and students to engage with, while also reducing administrative tasks such as grading and moderation. Packback is for both face to face, hybrid, and online instruction.

Packback in secondary education: accepting 10 no-cost research pilots

Packback is taking on 10 innovative districts to be part of a research pilot cohort for the Fall '21 term. **Pilots are of no cost for the Fall '21 term and include up to 10 teachers**, assuming the pilot is sponsored by leadership of the district. These early partners receive long-term significant pricing incentives should they decide to scale usage after a successful pilot.

Usage and Efficacy

Over 600,000 students have used Packback as a formal part of their coursework across 4,000 faculty and 300 institutions.

Packback's users in the state of Tennessee include:

UT-Knoxville
UT-Chattanooga
East Tennessee State
University of Memphis

Packback is backed by education investors including Mark Cuban. In 2020 Packback was named #352 on the Inc 5,000 list, while its founders of Packback were listed in Forbes 30 under 30 in Education.

Platform demo: click here to view an abbreviated 4 minute video demo of Packback.

Q: What is the scope and assessment of the pilot?

Each participating district will receive up to 10 teachers to use the system at no charge for the Fall '21 term. Pilots will contain two primary mechanisms of assessments:

1) "Student growth" analysis - quantitative analysis on student discussion data, tracking the rate of growth week-over-week in student critical thinking indicators and engagement

2) Teacher survey regarding implementation feedback and results - a survey will be conducted with teachers to assess their satisfaction with the tool, and feedback around the implementation.

Q: What are the time and resource requirements required for participating districts?

Packback will conduct all demos for teachers and all professional development. As the pilot is fully managed by Packback, participation from district leadership is minimal aside from a district contact in curriculum to sponsor the effort. Upon solidifying a spot in the cohort, the subsequent rollout entails the following components to launch the pilot.

~~**Kickoff call** between teams with identified project leads.~~ (complete)

~~**IT & accessibility** routine procedures, which includes a Canvas integration.~~ (complete)

Teacher recruitment wherein teachers are invited to opt into an informational webinar (hosted weekly) to learn about Packback.

Teacher training (P.D.) wherein a Curriculum Consultant on our team works with each interested teacher to set Packback up in their syllabus, and review best practices on the platform.

Q: How are teachers identified?

Per recommendation from the district Curriculum point of contact, teachers will be sent an email invitation template where they can register for optional webinars hosted by Packback once a week for the district.

Q: What subjects and grade-levels are recommended for the pilot?

Packback's model focuses on coaching students to ask effective open-ended questions, relating course materials to real world topics. As a result, the system is effective in all subjects except for Math.

Districts are recommended to focus on Language Arts and Social Sciences. Hard Sciences where emphasis is placed on inquiry and the scientific method may also be relevant. Our community college partners have observed an *outsized* impact to student success in their 1st-year English Composition programs.

We recommend a mix of Social Studies, ELA, and Sciences between 9th and 12th grade, including AP courses. For this pilot, we recommend piloting with "at grade-level" populations.

Pilot Assessment & Use of Data FAQ

Q: What is the timeline for launch and data analysis?

Summer 2021 - Teacher informational session / training. Teachers will opt-in with understanding that their participation includes a survey assessment.

August 12 2021 - Launch of pilot (Hamilton Schools first day of classes). Students access the platform via an integration with the Hamilton instance of Canvas.

November 2021 - Survey facilitated with teachers, wherein teachers provide feedback on the implementation and their observed results

December 2021 - Data reviewed with Hamilton stakeholders regarding platform usage, “student growth” analysis, and teacher survey data.

Service Level Agreement

This Service Level Agreement ("**SLA**") is entered into by and between Packback, Inc., a Delaware corporation ("**Packback**") and Hamilton County Schools ("**Client**"), effective as of June 26, 2021 ("**Effective Date**"). This SLA sets forth the parties' objectives and the performance levels Packback must meet for certain services Packback is providing to Client and/or students of Client (each a "**Student**" and collectively, the "**Students**"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in Section 8.

1. **Service Scope; Fees; Licenses**.

(a) This SLA covers those following Services: Packback Question's online application developed, operated, and maintained by Packback accessible via any designated web site, mobile application or device or IP address, or ancillary online or offline products and services provided by Packback, to which Client or any Student is being granted access under or pursuant to this SLA, including Packback's Technology, the Content, a browser or mobile application interface, data encryption, transmission, access, maintenance, and storage of Client Data and Student Information).

(b) Packback shall charge NO Fees for the Services described above during this **Trial Period**.

(c) Packback hereby grants Client 10 Registration Licenses for the **Trial Period** for Client's Teachers to register on Packback's Platform. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Registration Licenses in any way other than to Client's Students; (ii) modify or make derivative works based upon Packback's Platform or the Services; (iii) create Internet "links" to Packback's Platform or the Services, without first obtaining Packback's written consent and, in all events, only in furtherance of providing the Registration Licenses to Client's Students; or (iv) reverse engineer or access Packback's Platform in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of Packback's Platform, or (c) copy any ideas, features, functions or graphics of Packback's Platform. Client may use Packback's Platform only in furtherance of this SLA and for providing Client's Students with the Registration Licenses provided under this SLA. Client shall not knowingly: (i) store infringing, obscene, threatening, libelous, or otherwise unlawful material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iii) interfere with or disrupt the integrity or performance of Packback's Platform or the data contained therein; or (iv) attempt to gain unauthorized access to Packback's Platform or its related systems or networks.

(d) Client will receive access to the Packback platform for the **Trial Period** of any courses with start dates between August 1 and October 1, 2021

2. **Client Obligations**. The Client's responsibilities and obligations in support of this SLA include the following:

(a) Obtaining written consents from the parent or legal guardian for each and every Student who is under the age of 18 and/or is otherwise unable to enter into a contract (each a "**Minor Student**"), in form and substance as is set forth on Exhibit A.

(b) Complying with the requirements of the Children's Online Privacy Protection Act (15 U.S.C. 6501, 16 CFR Part 312) ("**COPPA**").

(c) Providing timely information and authorizations as required by Packback for performing the Services.

(d) Adhering to policies and processes established by Packback for reporting service failures and incidents and prioritizing service requests.

(e) Making a representative available (i) to provide assistance and any approvals, including security approvals, necessary for Packback to integrate with Client's systems and perform the Services, (ii) to provide assistance continually during the term of the SLA as reasonably requested by Packback in order to perform the Services, any part of the Services or any precondition to performing the Services, (iii) for regular meetings to review the SLA and (iv) to consult with Packback for resolving service-related incidents or requests.

(f) Providing access to each one of Client's District Personnel utilizing Packback's Platform.

(g) Providing reasonable assistance necessary for Packback to coordinate and hold one event per Semester on Client's site for Client's District Personnel members to share ideas on Packback's Platform and/or their courses.

(h) Providing a point of contact for the delivery of course rosters using the Packback platform for purposes of registration, which should only contain directory information; first name, last name, and email address of Students.

3. **Packback Obligations**. Packback's responsibilities and obligations in support of this SLA include:

(a) Meeting applicable incident response times.

(b) Adhering to the Client's security, data protection, and other policies and practices as applicable to the performance of the Services.

(c) Making a representative available (i) for regular meetings to review the SLA and (ii) to resolve service-related incidents or requests.

(d) Providing remote training on Packback's Platform and any Packback product to Client's District Personnel utilizing Packback's Platform prior to the start of each Semester, from the Packback team.

(e) Providing a Packback course consultant to each of Client's District Personnel utilizing Packback's Platform, specifically tailored to the course that such District Personnel is teaching, to provide (i) guidance, technical support and analytics insights into such District Personnel's Students' use of Packback's Platform and (ii) training for other personnel.

(f) Providing a Packback course consultant to each of Client's District Personnel utilizing Packback's Platform, specifically to provide guidance, technical support and analytics insights into such District Personnel's Students' use of Packback's Platform; provided, however, that Packback does not guarantee a specific course consultant for any length of time and reserves the right to replace a specific course consultant at any time.

(g) Making a representative available each Semester to consult with Client's administration and District Personnel utilizing Packback's Platform.

(h) Coordinating and holding one event per Semester on Client's facilities for Client's District Personnel, including those utilizing Packback's Platform or interested in utilizing Packback's Platform, to share ideas on Packback's Platform and/or their courses.

4. **Assumptions**. Packback's performance of the Services under this SLA is subject to the following assumptions, constraint, and dependencies:

(a) Information provided by Client to Packback as required for the Services will be accurate and timely.

(b) Packback's procedures and delivery of Services may be affected by changes in relevant Client internal policies or in applicable laws or regulations.

5. **Service Levels and Service Credits**.

(a) The following table sets forth the Services measured under this SLA, the applicable Service Levels, and the Service Credits to which Client will be entitled if Packback fails to meet the Service Levels during any Measurement Period. The total amount of Service Credits shall not exceed 25% of the Fees for any Measurement Period.

Service Level	**Service Credit**
95%	25%

(b) Service Level is calculated as: [(total hours in a Measurement Period – total hours of Downtime) / (total hours in a Measurement Period – total hours of Excused Unavailability) x 100].

(c) FOR CLIENT: All Service Credits shall be applied at the end of the Measurement Period

(d) Packback reserves the right, in its sole and absolute discretion, to provide Service Credits in the event that Packback's Platform experiences unplanned outages for a significant period of time during any Measurement Period. Any such Service Credits provided shall reduce, on a dollar-for-dollar basis, any Service Credit Packback is required to provide at the end of a Measurement Period.

(e) The Service Credits set forth in this SLA shall be considered liquidated damages or Client's sole and exclusive remedy for Packback's failure to meet Service Levels. Client shall not be entitled to any other rights or remedies.

(f) PACKBACK'S SERVICES AND PACKBACK'S PLATFORM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE

OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. PACKBACK IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS TO THE EXTENT SUCH PROBLEMS ARE OUTSIDE OF ITS CONTROL.

6. **Data Protection and Transfer**.

(a) Client agrees that Packback shall not be responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of the Student Information entered into Packback's Platform.

(b) All data ownership, including any personal information included in Student Information, and the Content that Members provide to Packback (including, without limitation, feedback and comments) or uploaded to Packback's Platform, will be governed by the then applicable ToU. However, by uploading Content, a Member is granting Packback permission to use such Content in connection with the operation of its business (including, without limitation, Packback's Platform and the Services), including, without limitation, the license rights to: copy, distribute, transmit, publicly perform, reproduce, edit, translate and reformat Member's Content. The exception to the current ToU for Client under this SLA is that a) the ToU reference to "Secondary Content opt-in" will be in the form of an email to the Member from Packback and b) Client will provide Packback with a non-exclusive temporary license for the term of the Agreement over Student Information and other data, information and material that Student submits to Packback or generated by the Member in connection with such Member's registration and use of Packback's Platform.

(c) During the term of this SLA, Packback shall provide Client with the Student Information, provided that the applicable Student agrees to Packback's transfer of such Student Information to Client. Client shall keep the Student Information confidential and shall not disclose the Student Information to any third party, or use such Student Information for the benefit of any third party, whether during or after the term of this SLA.

(d) Packback shall collect and process Student Information in accordance with applicable law, and Client shall receive and process Student Information in accordance with applicable law.

(e) Notwithstanding anything to the contrary contained in this SLA, Packback reserves the right to withhold, remove and/or discard Student Information (i) in the event Packback has reasonable suspicion that the Student Information shall be harmful to any person or entity or violate or potentially violate any law, regulation, judgment, order, contract or other agreement and (i) in the event Client breaches this SLA, including, without limitation, for non-payment or failure to comply with applicable law relating to transfer and use of Student Information by Client. Upon Client's material breach of this SLA, Client shall have 30 days to cure the breach. If the breach is not cured within 30 days, Client's right to access or use Student Information immediately ceases, and Packback shall have no obligation to maintain or forward any Student Information.

(f) Packback will protect, defend, and indemnify Client against any and all claims arising out of or related to its performance under the terms of this SLA; provided, however, that Client will protect, defend, and indemnity Packback against any claims that Client has failed to comply with COPPA.

7. **Other Terms and Conditions**.

(a) Term and Termination. This SLA commences on the Effective Date. The **Trial Period** is defined in 1(d). Prior to the expiration of the **Trial Period**, the parties intend to review this SLA to determine the parties' desire to renew the SLA and the need for new or modified terms. Any such renewal or any other revision to the terms of this SLA must be authorized by both parties in writing. Either party may only terminate this SLA during the Trial Period if the other party has materially breached this SLA, including, but not limited to, failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

(b) Single Point of Contact. Packback and Client shall each appoint a person (a "**Single Point of Contact**") who shall be available to receive communications and coordinate responses to questions or failures with respect to the Service Levels. Notwithstanding the foregoing sentence, in the event of any emergency relating to any Service, a party shall attempt to contact the appointed Single Point of Contact of the other party, but may also directly contact any person most able to resolve the emergency quickly. The initial Single Points of Contact for each party shall be:

For Packback: Kasey Gandham, Chief Operating Officer

For Client: Grant Knowles, Innovation Coordinator

Either party may change its Single Point of contact upon notice to the other party.

(c) Notice. All communications required or otherwise provided under this SLA shall be in writing and shall be deemed given when delivered with receipt acknowledged (or refusal to accept delivery established) (i) by hand, (ii) by registered or certified mail as may be amended by the parties by written notice to the other party at the address shown below beneath such party's signature or as shown in the records of Packback. The party entitled to notice may waive it in writing. Notice is effective when received (or delivery acceptance is refused). A copy of the notice (which shall not constitute notice) shall be promptly sent by e-mail.

(d) Assignment; Change in Control. Neither party may assign its rights and duties under this SLA without the prior consent of the other party, which consent will not be unreasonably withheld or delayed; provided that consent is hereby expressly granted for an assignment to a successor-in-interest in the event of a merger, acquisition or sale of all or substantially all of a party's assets, but, solely in the case of Client's such assignment, only if such successor party to Client agrees in writing to undertake all of Client's obligations hereunder. Any assignment in violation of this paragraph shall be void and of no effect. This SLA shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

(e) Entire Agreement; Waiver. This SLA constitutes the entire agreement between the parties concerning its subject matter. It supersedes all their earlier written and oral agreements and understandings about its subject matter. This SLA may be modified only by a writing signed by both parties. None of the following is a waiver of a party's rights under this SLA: failure to exercise any right, power, or remedy under this SLA or otherwise; failure to insist on compliance by the other party; or custom or practice of the parties inconsistent with this SLA. The party entitled to the benefit of any part of this SLA may waive it in writing.

(f) Governing Law. This SLA shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflicts of laws principles.

8. **Defined Terms**. For purposes of this SLA, the following terms shall have the following meanings:

"**Content**" means the audio and visual and numerical information, documents, software, products and services (other than Client Data or Student Information) contained or made available to Client or Student in the course of using the Services.

"**Client Data**" means any data, information or material provided or submitted by Client to Packback in the course of using the Services.

"District Personnel" means any individual employed by the Client who will be in an education facilitating role, an administration role for the Client, or other district personnel.

"**Downtime**" means the number of hours Packback's Platform is unavailable.

"**Excused Unavailability**" means the number of hours Packback's Platform is unavailable due to (a) planned maintenance or (b) circumstances outside of Packback's control.

"**Fees**" means the fees Packback charges for the Services, as set forth in Section 1.

"**Measurement Period**" means one Semester.

"**Member**" means a Student that is already registered on Packback's Platform.

"**Packback's Platform**" means the platform Packback uses to provide the Services of the Packback Questions product.

"**Packback's Technology**" means all of Packback's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available by Packback in providing the Services.

"**Registration License**" means a revocable, non-exclusive, non-transferable, worldwide right to use Packback's Platform, solely for Client's Teacher, subject to the terms and conditions of this SLA.

"**Semester**" means one term of Client's school or academic year.

"**Service Credit**" means a percentage of Service Fees to be credited to Client if Packback fails to meet a Service Level, as set forth in this SLA.

"**Service Level**" means a performance standard that Packback is required to meet in providing the Services, as set forth in this SLA.

"**Services**" means those services set forth in Section 1.

"**Student Information**" means any information regarding Student or other individual who registers with Packback as a "Student" or through the "Student Registration" or similar section of Packback's website.

"**ToU**" means the then applicable Terms of Use agreement between Packback and the Students using the Services.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Client and Packback have caused this SLA to be executed by their duly authorized representatives.

PACKBACK:	**CLIENT**:
Packback, Inc.	_____
By:	By:
Name: Kasey Gandham	Name:
Its: Cofounder & COO	Its:
Address: 55 E. Jackson St, Suite 600 Chicago, IL 60604	Address:

Exhibit A

Form Consent from Parent/Legal Guardian

INFORMED CONSENT TO USE OF WEBSITE AND ONLINE PLATFORM

THIS CONSENT FORM IS USED TO DOCUMENT THE PERMISSION OF A PARENT/GUARDIAN TO ALLOW A MINOR/CHILD UNDER THE AGE OF 13 TO USE THE WEBSITE AND ONLINE PLATFORM (THE "PLATFORM") HOSTED AND OPERATED BY PACKBACK, INC. ("PACKBACK").

PARENT'S STATEMENT
Documentation of Permission

I have been given copies of the Platform's Privacy Policy and Terms of Use and have read them or had them read to me. I understand the information contained therein and have had my questions answered to my satisfaction. I agree to consent, on my child's behalf, for him/her to use the Platform.

_____ _____
Legally Authorized Representative Signature Date

_____
Legally Authorized Representative Printed Name

Check the relationship of the legally authorized representative to the end-user of the Platform:

☐ 1. The end-user's parent
☐ 2. Legally appointed guardian or conservator

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 HICKORY VALLEY ROAD
CHATTANOOGA, TN 37421

MEMORANDUM

TO: Hamilton County Board of Education
Dr. Nakia Towns, Interim Superintendent

FROM: Mary Ellen Heuton, Chief Financial Officer

DATE: August 19, 2021

SUBJECT: Monthly Financial Report

Due to year-end closing, the financial statements for the month of June are not available. The state year-end financial report will be submitted to the Board upon completion.

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

MEMORANDUM

TO: Hamilton County Board of Education
Dr. Nakia Towns, Interim Superintendent

FROM: Mary Ellen Heuton, Chief Financial Officer

DATE: August 19, 2021

SUBJECT: Budget Amendments – Federal Grants, State Grants and Self-Funded Programs

The following budget amendments for Federal Grants, State Grants and Self-Funded Programs for FY2022 are recommended for your approval.

The Federal Programs budget is amended by items 1 - 3. All consist of current year awards.

The State Programs budget is amended by item 4, which consists of carryover funds.

The Self-Funded Programs budget is amended by items 5 - 15. Items 5 - 9 and 12 consist of carryover contributions. Item 13 consists of a current year contributions. Items 10, 11, 14 and 15 consist of both carryover contributions and current year contributions.

1. Epidemiology & Laboratory Capacity (ELC), with transfers between line items
2. ARP Homeless 1.0, totaling $323,933
3. Perkins Vocational, with a net increase of $192,128
4. Priority Schools State Grant, totaling $23,013
5. Tennessee SCORE, with transfers between line items
6. Induction & Classroom Organization & Management Program (COMP), totaling $5,091
7. Telecommunications Recyclables, totaling $4,278
8. Community Donations, totaling $22,788
9. Future Ready Institutes, with a net increase of $28,791
10. Future Ready Institutes, Tyner Academy, with a net increase of $51,972
11. Virtual School, net increase $1,500
12. Teacher Recruitment/Induction, totaling $2,557
13. Supplement Salaries, totaling $23,041
14. Innovation & Choice, totaling $5,468
15. HCS Foundation, with a net increase of $5,000

FEDERAL PROGRAMS
SOURCE OF FUNDS

August 19, 2021

BUDGET AMENDMENTS	OTHER FEDERAL THROUGH STATE 47100	OTHER FEDERAL THROUGH STATE 47400	TOTAL REVENUE	AMENDMENT ITEM #
EPIDEMIOLOGY & LABORATORY CAPACITY (ELC)			-	1
ARP HOMELESS 1.0		323,933	323,933	2
CARL PERKINS VOCATIONAL GRANT	192,128		192,128	3
	192,128	323,933	516,061	

FEDERAL PROGRAMS
USE OF FUNDS

August 19, 2021

BUDGET AMENDMENTS	REGULAR INSTRUCTION 71100	VOCATIONAL EDUCATION INSTRUCTION 71300	HEALTH SERVICES 72120	OTHER STUDENT SUPPORT 72130	REGULAR INSTRUCTION SUPPORT 72210	VOCATIONAL EDUCATION SUPPORT 72230	TRANSPORTATION 72710	INDIRECT COST 99100	TOTAL AMENDMENT AMOUNT	AMENDMENT ITEM #
EPIDEMIOLOGY & LABORATORY CAPACITY (ELC)			68,020	(68,020)					-	1
ARP HOMELESS 1.0	17,230		185,550	76,095	22,056		14,360	8,642	323,933	2
CARL PERKINS VOCATIONAL GRANT		78,136		114,561		(4,736)		4,167	192,128	3
	17,230	78,136	253,570	122,636	22,056	(4,736)	14,360	12,809	516,061	

STATE PROGRAMS
SOURCE OF FUNDS

August 19, 2021

BUDGET AMENDMENTS	STATE REVENUE 46000	TOTAL REVENUE	AMENDMENT ITEM #
PRIORITY SCHOOLS STATE GRANT	23,013	23,013	4
	23,013	23,013	

STATE PROGRAMS
USE OF FUNDS

August 19, 2021

BUDGET AMENDMENTS	REGULAR EDUCATION 71100	TOTAL AMENDMENT AMOUNT	AMENDMENT ITEM #
PRIORITY SCHOOLS STATE GRANT	23,013	23,013	4
	23,013	23,013	

SELF FUNDED PROGRAMS
SOURCE OF FUNDS

August 19, 2021

BUDGET AMENDMENTS	RESTRICTED FOR EDUCATION FUND BALANCE 34555	OTHER LOCAL REVENUES 44000	TOTAL AMENDMENT AMOUNT	AMENDMENT ITEM #
TENNESSEE SCORE			-	5
INDUCTION AND CLASSROOM ORGANIZATION AND MANAGEMENT PROGR	5,091		5,091	6
TELECOMMUNICATIONS RECYCLABLES	4,278		4,278	7
COMMUNITY DONATIONS	22,788		22,788	8
FUTURE READY INSTITUTES	28,791		28,791	9
FUTURE READY INSTITUTES, TYNER ACADEMY	51,972		51,972	10
VIRTUAL SCHOOL	1,500		1,500	11
TEACHER RECRUITMENT/INDUCTION	2,557		2,557	12
SUPPLEMENTAL SALARIES		23,041	23,041	13
INNOVATION & CHOICE	3,468	2,000	5,468	14
HCS FOUNDATION		5,000	5,000	15
	120,445	30,041	150,486	

SELF FUNDED PROGRAMS
USE OF FUNDS

August 19, 2021

BUDGET AMENDMENTS	REGULAR INSTRUCTION 71100	VOCATIONAL EDUCATION PROGRAM 71300	OTHER STUDENT SUPPORT 72130	REGULAR INSTRUCTION SUPPORT 72210	HUMAN SERVICES 72520	TRANSPORTATION 72710	CENTRAL AND OTHER 72810	COMMUNITY SERVICES 73300	TOTAL AMENDMENT AMOUNT	AMENDMENT ITEM #
TENNESSEE SCORE	400					(400)			-	5
INDUCTION AND CLASSROOM ORGANIZATION AND MANAGEMENT PROGRAM (COMP)					5,091				5,091	6
TELECOMMUNICATIONS RECYCLABLES							4,278		4,278	7
COMMUNITY DONATIONS				1,295				21,493	22,788	8
FUTURE READY INSTITUTES	(29,136)	17,367		28,310		12,250			28,791	9
FUTURE READY INSTITUTES, TYNER ACADEMY	4,632	15,000	5,000	27,340					51,972	10
VIRTUAL SCHOOL	1,500								1,500	11
TEACHER RECRUITMENT/INDUCTION					2,557				2,557	12
SUPPLEMENTAL SALARIES	23,041								23,041	13
INNOVATION & CHOICE				5,468					5,468	14
HCS FOUNDATION				5,000					5,000	15
	437	32,367	5,000	67,413	7,648	11,850	4,278	21,493	150,486	

HAMILTON COUNTY DEPT OF EDUCATION
FEDERAL PROGRAMS
EPIDEMIOLOGY & LABORATORY CAPACITY (ELC)
BUDGET FISCAL YEAR 2021-2022

FY22 award is $12,115,444.81

SOURCE OF FUNDS SUMMARY

ACCOUNT CODE	DESCRIPTION	FY2022 BUDGET 7/15/2021	INCREASE	(DECREASE)	AMENDED BUDGET 8/19/2021
141-2-173-0000-0-00000-473010-0000-0000-173	Revenue	**12,115,445**			**12,115,445**

USE OF FUNDS SUMMARY

72120	Health Services	**5,928,730**	**68,020**	**-**	**5,996,750**
72130	Other Student Support	**5,911,715**	**11,000**	**(79,020)**	**5,843,695**
76100	Regular Capital Outlay	**275,000**	**-**	**-**	**275,000**
	Total Use of Funds	**12,115,445**	**79,020**	**(79,020)**	**12,115,445**

ACCOUNT CODE	DESCRIPTION	FY2022 BUDGET 7/15/2021	INCREASE	(DECREASE)	AMENDED BUDGET 8/19/2021
141-2-173-0000-0-72120-510530-0000-0000-173	School Health Program Manager	78,589			78,589
141-2-173-0000-0-72120-510530-0000-0000-173	School Based Health Clinic Manager	65,000			65,000
141-2-173-0000-0-72120-513110-0000-0000-173	Nurses	3,133,014			3,133,014
141-2-173-0000-0-72120-513120-0000-0000-173	Contract Nurses	411,330			411,330
141-2-173-0000-0-72120-518990-0000-0000-173	COVID-19 Response Team Case Manager	-	48,750		48,750
141-2-173-0000-0-72120-520110-0000-0000-173	Social Security	203,149	3,023		206,172
141-2-173-0000-0-72120-520410-0000-0000-173	State Retirement	481,661	7,166		488,827
141-2-173-0000-0-72120-520610-0000-0000-173	Life Insurance	4,680	65		4,745
141-2-173-0000-0-72120-520710-0000-0000-173	Medical Insurance	550,800	7,650		558,450
141-2-173-0000-0-72120-520810-0000-0000-173	Dental	22,680	315		22,995
141-2-173-0000-0-72120-521010-0000-0000-173	Unemployment	7,920	110		8,030
141-2-173-0000-0-72120-521210-0000-0000-173	Employer Medicare	47,511	707		48,218
141-2-173-0000-0-72120-529910-0000-0000-173	Long Term Disability	6,553	98		6,651
141-2-173-0000-0-72120-529930-0000-0000-173	Short Term Disability	9,175	136		9,311
141-2-173-0000-0-72120-541310-0000-0000-173	Drugs and Medical Supplies	400,000			400,000
141-2-173-0000-0-72120-573510-0000-0000-173	Equipment - Health	250,000			250,000
	Total 72120 - Health Services	**5,672,062**	**68,020**	**-**	**5,740,082**
141-2-173-0000-0-72130-516210-0000-0000-173	Health Services Admin Assistant	42,836			42,836
141-2-173-0000-0-72130-518990-0000-0000-173	COVID-19 Response Fellow	80,000			80,000
141-2-173-0000-0-72130-520110-0000-0000-173	Social Security	7,616			7,616
141-2-173-0000-0-72130-520410-0000-0000-173	State Retirement	18,057			18,057
141-2-173-0000-0-72130-520610-0000-0000-173	Life Insurance	130			130
141-2-173-0000-0-72130-520710-0000-0000-173	Medical Insurance	15,300			15,300
141-2-173-0000-0-72130-520810-0000-0000-173	Dental	630			630
141-2-173-0000-0-72130-521010-0000-0000-173	Unemployment	220			220
141-2-173-0000-0-72130-521210-0000-0000-173	Employer Medicare	1,781			1,781
141-2-173-0000-0-72130-529910-0000-0000-173	Long Term Disability	246			246
141-2-173-0000-0-72130-529930-0000-0000-173	Short Term Disability	344			344
141-2-173-0000-0-72130-535520-0000-0000-173	Travel - Mileage	-	9,500		9,500
141-2-173-0000-0-72130-539990-0000-0000-173	Other Contracted Services	5,744,555		(79,020)	5,665,535
141-2-173-0000-0-72130-559990-0000-0000-173	Other Charges	-	1,500		1,500
	Total 72130 - Other Student Support	**5,911,715**	**11,000**	**(79,020)**	**5,843,695**
141-2-173-0000-0-76100-570710-0000-0000-173	Building Improvements	275,000			275,000
	Total 76100 - Regular Capital Outlay	**275,000**	**-**	**-**	**275,000**
	Total Hamilton County Schools	**11,858,777**	**79,020**	**(79,020)**	**11,858,777**
Charter Schools					
Chattanooga Girls Leadership Academy					
141-2-173-8001-3-72120-513120-0000-0000-173	Contract Nurses	67,375			67,375
141-2-173-8001-3-72120-541310-0000-0000-173	Drugs and Medical Supplies	1,500			1,500
141-2-173-8001-3-72120-559990-0000-0000-173	Other Charges	20,992			20,992
	Total 72120 - Health Services	**89,867**	**-**	**-**	**89,867**
	Total Chattanooga Girls Leadership Academy	**89,867**	**-**	**-**	**89,867**
Ivy Academy					
141-2-173-8002-3-72120-541310-0000-0000-173	Drugs and Medical Supplies	19,624			19,624
141-2-173-8002-3-72120-559990-0000-0000-173	Other Charges	45,177			45,177
	Total 72120 - Health Services	**64,801**	**-**	**-**	**64,801**
	Total Ivy Academy	**64,801**	**-**	**-**	**64,801**
Chattanooga Charter School of Excellence					
141-2-173-8003-3-72120-541310-0000-0000-173	Drugs and Medical Supplies	4,115			4,115
141-2-173-8003-3-72120-559990-0000-0000-173	Other Charges	43,885			43,885
	Total 72120 - Health Services	**48,000**	**-**	**-**	**48,000**
	Total Chatt Charter School of Excellence	**48,000**	**-**	**-**	**48,000**

Chattanooga Charter School of Excellence Middle					
141-2-173-8010-2-72120-541310-0000-0000-173	Drugs and Medical Supplies	2,000			2,000
141-2-173-8010-2-72120-559990-0000-0000-173	Other Charges	22,000			22,000
	Total 72120 - Health Services	**24,000**	**-**	**-**	**24,000**
	Total Chatt Charter School of Excellence Middle	**24,000**	**-**	**-**	**24,000**
Chattanooga Prep					
141-2-173-8011-5-72120-513120-0000-0000-173	Contract Nurse	30,000			30,000
	Total 72120 - Health Services	**30,000**	**-**	**-**	**30,000**
	Total Chattanooga Prep	**30,000**	**-**	**-**	**30,000**
	TOTAL BUDGET	**12,115,445**	**79,020**	**(79,020)**	**12,115,445**

HAMILTON COUNTY DEPARTMENT OF EDUCATION
FEDERAL PROGRAMS
ARP HOMELESS 1.0
BUDGET FISCAL YEAR 2021-2022

FY22 Award is $323,933.27

SOURCE OF FUNDS SUMMARY

ACCOUNT CODE	DESCRIPTION	FY2022 BUDGET 8/19/2021
141-2-191-0000-0-00000-447040-0000-0000-191	Revenue	**323,933**

USE OF FUNDS SUMMARY

71100	**Regular Instruction**	**17,230**
72120	**Health Services**	**185,550**
72130	**Other Student Support**	**76,095**
72210	**Instructional Support**	**22,056**
72710	**Transportation**	**14,360**
99100	**Indirect Cost**	**8,642**
	Total Use of Funds	**323,933**

ACCOUNT CODE	DESCRIPTION	FY2022 BUDGET 8/19/2021
141-2-191-0000-0-71100-572210-0000-0000-190	Instructional Equipment	17,230
	Total 71100 - Regular Instruction	**17,230**
141-2-191-0000-0-72120-539990-0000-0000-191	Other Contracted Services	68,915
141-2-191-0000-0-72120-539990-0000-0000-191	Other Contracted Services	57,430
141-2-191-0000-0-72120-549990-0000-0000-191	Other Supplies and Materials	59,205
	Total 72120 - Health Services	**185,550**
141-2-191-0000-0-72130-539990-0000-0000-191	Other Contracted Services	28,715
141-2-191-0000-0-72130-559990-0000-0000-191	Other Charges	47,380
	Total 72130 - Other Student Support	**76,095**
141-2-191-0000-0-72210-516210-0000-0000-191	Clerical Personnel	15,045
141-2-191-0000-0-72210-520110-0000-0000-191	Social Security	933
141-2-191-0000-0-72210-521210-0000-0000-191	Employer Medicare	218
141-2-191-0000-0-72210-543210-0000-0000-191	Library Books/Media	5,860
	Total 72210 - Instructional Support	**22,056**
141-2-191-0000-0-72710-559990-0000-0000-191	Other Charges	14,360
	Total 72710 - Transportation	**14,360**
141-2-191-0000-0-99100-559010-0000-0000-191	Indirect Cost	8,642
	Total 99100 - Indirect Cost	**8,642**
	Total Budget	**323,933**

HAMILTON COUNTY DEPT OF EDUCATION
FEDERAL PROGRAMS
CARL PERKINS VOCATIONAL GRANT
BUDGET FISCAL YEAR 2021-2022

FY22 actual allocation is $875,354.85

ACCOUNT CODE	DESCRIPTION	FY2022 BUDGET DOCUMENT	INCREASE	(DECREASE)	AMENDED BUDGET 8/19/2021
141-2-301-0000-0-00000-471310-0000-0000-301	**REVENUE**	**683,227**	**192,128**		**875,355**

USE OF FUNDS SUMMARY

71300	**Regular Instruction**	**529,896**	**91,590**	**(13,454)**	**608,032**
72130	**Other Student Support**	**97,689**	**114,561**	**-**	**212,250**
72230	**Vocational Instructional Staff Support**	**47,820**	**12,750**	**(17,486)**	**43,084**
99100	**Indirect Cost**	**7,822**	**4,167**	**-**	**11,989**
	Total Use of Funds	**683,227**	**223,068**	**(30,940)**	**875,355**

ACCOUNT CODE	DESCRIPTION	FY2022 BUDGET DOCUMENT	INCREASE	(DECREASE)	AMENDED BUDGET 8/19/2021
141-2-301-0000-0-71300-518990-0000-0000-301	Technology Personnel .35FTE	37,454		(9,644)	27,810
141-2-301-0000-0-71300-520110-0000-0000-301	Social Security	2,322		(598)	1,724
141-2-301-0000-0-71300-520410-0000-0000-301	State Retirement	3,847		(991)	2,856
141-2-301-0000-0-71300-520610-0000-0000-301	Life Insurance	39		(16)	23
141-2-301-0000-0-71300-520710-0000-0000-301	Medical Insurance	4,590		(1,912)	2,678
141-2-301-0000-0-71300-520810-0000-0000-301	Dental Insurance	189		(79)	110
141-2-301-0000-0-71300-521010-0000-0000-301	Unemployment Compensation	66		(27)	39
141-2-301-0000-0-71300-521210-0000-0000-301	Medicare	543		(140)	403
141-2-301-0000-0-71300-529910-0000-0000-301	Long Term Disability	75		(19)	56
141-2-301-0000-0-71300-529930-0000-0000-301	Short Term Disability	105		(28)	77
141-2-301-0000-0-71300-542910-0000-0000-301	Instructional Supplies & Materials	35,000	15,000		50,000
141-2-301-0000-0-71300-549990-0000-0000-301	Supplies & Materials	40,000	10,000		50,000
141-2-301-0000-0-71300-573010-0000-0000-301	Vocational Equipment	405,666	66,590		472,256
	Total 71300 - Vocational Instruction	**529,896**	**91,590**	**(13,454)**	**608,032**
141-2-301-0000-0-72130-519610-0000-0000-301	Teacher Stipends for PD/Lead Teachers	15,000	48,602		63,602
141-2-301-0000-0-72130-520110-0000-0000-301	Social Security	930	3,013		3,943
141-2-301-0000-0-72130-520410-0000-0000-301	State Retirement	1,541	4,991		6,532
141-2-301-0000-0-72130-521210-0000-0000-301	Medicare	218	705		923
141-2-301-0000-0-72130-535510-0000-0000-301	Travel (CTSO Students & Teachers)	40,000	10,000		50,000
141-2-301-0000-0-72130-539990-0000-0000-301	Other Contracted Services	-	22,250		22,250
141-2-301-0000-0-72130-552410-0000-0000-301	Staff Development	40,000	25,000		65,000
	Total 72130 - Other Student Support	**97,689**	**114,561**	**-**	**212,250**
141-2-301-0000-0-72230-516210-0000-0000-301	Teacher on Special Assignment .15FTE	24,970		(13,051)	11,919
141-2-301-0000-0-72230-518990-0000-0000-301	Communications Intern		7200		7,200
141-2-301-0000-0-72230-520110-0000-0000-301	Social Security	1,548	446	(809)	1,185
141-2-301-0000-0-72230-520410-0000-0000-301	State Retirement	2,564		(1,340)	1,224
141-2-301-0000-0-72230-520610-0000-0000-301	Life Insurance	26		(16)	10
141-2-301-0000-0-72230-520710-0000-0000-301	Medical Insurance	3,060	104	(1,912)	1,252
141-2-301-0000-0-72230-520810-0000-0000-301	Dental Insurance	126		(79)	47
141-2-301-0000-0-72230-521010-0000-0000-301	Unemployment Compensation	44		(27)	17
141-2-301-0000-0-72230-521210-0000-0000-301	Medicare	362		(189)	173
141-2-301-0000-0-72230-529910-0000-0000-301	Long Term Disability	50		(26)	24
141-2-301-0000-0-72230-529930-0000-0000-301	Short Term Disability	70		(37)	33
141-2-301-0000-0-72230-552410-0000-0000-301	Staff Development	15,000	5,000		20,000
	Total 72230 - Vocational Instr. Staff Support	**47,820**	**12,750**	**(17,486)**	**43,084**
141-2-301-0000-0-99100-559010-0000-0000-301	Indirect Costs (3.32%)	7,822	4,167		11,989
	Total 99000	**7,822**	**4,167**	**-**	**11,989**
	TOTAL BUDGET	**683,227**	**223,068**	**(30,940)**	**875,355**

HAMILTON COUNTY DEPT OF EDUCATION
STATE PROGRAMS
PRIORITY SCHOOLS STATE GRANT
BUDGET FISCAL YEAR 2021-2022
Estimated Carryover budget at 7/1/21 was $0

ACCOUNT CODE	EXPENDITURE DESCRIPTION	FY2022 BUDGET 8/19/2021
141-1-266-0000-0-00000-465900-0000-0000-266	**OTHER STATE EDUCATION REVENUE**	**23,013**
Use of Funds Summary		
	71100 Regular Instruction	**23,013**

ACCOUNT CODE	EXPENDITURE DESCRIPTION	FY2022 BUDGET 8/19/2021
141-1-266-0000-0-71100-572210-0000-0000-266	Instructional Equipment	23,013
	Total 71100--Regular Instruction	**23,013**
	Total District Priority	**23,013**
	TOTAL GRANT	**23,013**

HAMILTON COUNTY DEPARTMENT OF EDUCATION
SELF-FUNDED PROGRAMS
TENNESSEE SCORE
BUDGET FISCAL YEAR 2021-2022

ACCOUNT CODE	DESCRIPTION	FY2022 BUDGET 7/15/2021	INCREASE	(DECREASE)	AMENDED BUDGET 8/19/2021
141-5-408-0000-0-00000-4T4555-0000-0000	Restricted for Education	9,422			**9,422**
		9,422	**-**	**-**	**9,422**

USE OF FUNDS SUMMARY

71100	**Regular Instruction**	**9,022**	**400**		**9,422**
72710	**Transportation**	**400**		**(400)**	**-**
		9,422	**400**	**(400)**	**9,422**

ACCOUNT CODE	DESCRIPTION	FY2022 BUDGET 7/15/2021	INCREASE	(DECREASE)	AMENDED BUDGET 8/19/2021
141-5-408-0000-0-71100-514090-0000-9160	Teacher Stipends	3,150	400		3,550
141-5-408-0000-0-71100-520110-0000-9160	Social Security	195			195
141-5-408-0000-0-71100-520410-0000-9160	State Retirement	324			324
141-5-408-0000-0-71100-521210-0000-9160	Employer Medicare	46			46
141-5-408-0000-0-71100-559990-0000-9160	Other Charges	5,307			5,307
	Total 71100 - Regular Instruction	**9,022**	**400**	**-**	**9,422**
141-5-408-0000-0-72710-539990-0000-9160	Transportation	400		(400)	-
	Total 72710 - Transportation	**400**	**-**	**(400)**	**-**
	TOTAL BUDGET	**9,422**	**400**	**(400)**	**9,422**

HAMILTON COUNTY DEPARTMENT OF EDUCATION
SELF-FUNDED PROGRAMS
INDUCTION AND CLASSROOM ORGANIZATION AND MANAGEMENT PROGRAM (COMP)
BUDGET FISCAL YEAR 2021-2022

SOURCE OF FUNDS

ACCOUNT CODE	DESCRIPTION	FY2022 BUDGET 8/19/2021
141-5-412-0000-0-00000-4T4555-0000-0000	Restricted for Education	5,091
		5,091

USE OF FUNDS

ACCOUNT CODE	DESCRIPTION	FY2022 BUDGET 8/19/2021
141-5-412-0000-0-72520-549990-0000-0000	Other Supplies and Materials	5,091
	Total 72520 - Human Resources	**5,091**
	TOTAL BUDGET	**5,091**

HAMILTON COUNTY DEPARTMENT OF EDUCATION
SELF-FUNDED PROGRAM
TELECOMMUNICATIONS RECYCLABLES
BUDGET FISCAL YEAR 2021-2022

SOURCE OF FUNDS

ACCOUNT CODE	DESCRIPTION	FY2022 BUDGET 8/19/2021
141-5-416-0000-0-00000-4T4555-0000-0000	Restricted for Education	4,278
		4,278

USE OF FUNDS

DEPARTMENT KEY	DESCRIPTION	FY2022 BUDGET 8/19/2021
141-5-416-0000-0-72810-549990-0000-0000	Other Supplies & Materials	4,278
	Total 72810 - Central and Other	**4,278**
	TOTAL BUDGET	**4,278**

HAMILTON COUNTY DEPARTMENT OF EDUCATION
SELF-FUNDED PROGRAMS
COMMUNITY DONATIONS - SCHOOLS
BUDGET FISCAL YEAR 2021-2022

SOURCE OF FUNDS SUMMARY

ACCOUNT CODE	DESCRIPTION	FY22 BUDGET 8/19/2021
141-5-427-0000-0-00000-4T4555-0000-0000	Restricted For Education	22,788
	Total Source of Funds	**22,788**

USE OF FUNDS SUMMARY

72210	**Regular Instruction**	**1,295**
73300	**Other Student Support**	**21,493**
	Total Use of Funds	**22,788**

ACCOUNT CODE	DESCRIPTION	FY22 BUDGET 8/19/2021
141-5-427-0000-0-72210-549990-0000-9120	Other Supplies and Materials	1,295
	Total 72210- Instructional Support	**1,295**
	BUDGET - Recharge Rooms	**1,295**
141-5-427-0000-0-73300-535520-0000-9130	Travel-Mileage	500
141-5-427-0000-0-73300-539990-0000-9130	Other Contracted Services	250
141-5-427-0000-0-73300-549990-0000-9130	Other Supplies and Materials	5,000
141-5-427-0000-0-73300-559990-0000-9130	Other Charges	15,743
	Total 73300 - Community Services	**21,493**
	BUDGET - Vaccine Ed & Commun	
	TOTAL BUDGET	**22,788**

HAMILTON COUNTY DEPARTMENT OF EDUCATION
SELF-FUNDED PROGRAMS
FUTURE READY INSTITUTES
BUDGET FISCAL YEAR 2021-2022

SOURCE OF FUNDS SUMMARY

ACCOUNT CODE	DESCRIPTION	FY2022 BUDGET 7/15/2021	INCREASE	(DECREASE)	AMENDED BUDGET 8/19/2021
141-5-446-0000-0-00000-4T4555-0000-0000	Restricted for Education	265,000	28,791		293,791
	Total Source of Funds	**265,000**	**28,791**	**-**	**293,791**

USE OF FUNDS SUMMARY

71100	Regular Instruction	138,000	-	(29,136)	108,864
71300	Vocational Education Program	55,000	17,367		72,367
72210	Instructional Support	66,000	28,310		94,310
72710	Transportation	6,000	12,250		18,250
	Total Use of Funds	**265,000**	**57,927**	**(29,136)**	**293,791**

ACCOUNT CODE	DESCRIPTION	FY2022 BUDGET 7/15/2021	INCREASE	(DECREASE)	AMENDED BUDGET 8/19/2021
141-5-446-0000-0-71300-573010-0000-0000	Equipment	15,000			15,000
	Total 71300 - Vocational Education	15,000	-	-	15,000
	Total - Future Ready Institute	**15,000**	**-**	**-**	**15,000**
141-5-446-0175-3-71100-514090-0000-0000	Teachers - Extended Contract	-	5,279		5,279
141-5-446-0175-3-71110-520110-0000-0000	Social Security	-	327	-	327
141-5-446-0175-3-71110-520410-0000-0000	State Retirement	-	77	-	77
141-5-446-0175-3-71110-521210-0000-0000	Employer Medicare	-	542	-	542
141-5-446-0175-3-71100-533610-0000-0000	Maintenance & Repairs Equipment	5,000	2,106		7,106
141-5-446-0175-3-71100-542910-0000-0000	Instructional Supplies	30,000		(19,062)	10,938
141-5-446-0175-3-71100-549990-0000-0000	Other Supplies/Materials - Tables, Chairs, Shelving	10,000		(560)	9,440
141-5-446-0175-3-71100-559990-0000-0000	Other - Student Competition Fees/Materials	3,000	19,500		22,500
	Total 71100 - Regular Instruction	48,000	27,831	(19,622)	56,209
141-5-446-0175-3-71300-549990-0000-0000	Other Supplies/Materials - Early Postsecondary Fees	10,000	2,500		12,500
141-5-446-0175-3-71300-559990-0000-0000	Other - Work Based Learning/Summer Internships	5,000	10,000		15,000
	Total 71300 - Vocational Education	15,000	12,500	-	27,500
141-5-446-0175-3-72210-519610-0000-0000	Stipends	20,000		(10,205)	9,795
141-5-446-0175-3-72210-520110-0000-0000	Social Security	1,240		(633)	607
141-5-446-0175-3-72210-520410-0000-0000	State Retirement	2,054		(1,048)	1,006
141-5-446-0175-3-72210-521210-0000-0000	Employer Medicare	290		(148)	142
141-5-446-0175-3-72210-552410-0000-0000	In Service/Staff Development	10,416	24,044		34,460
	Total 72210 - Instructional Support	34,000	24,044	(12,034)	46,010
141-5-446-0175-3-72710-531410-0000-0000	Contract with Public Carriers	3,000	5,450		8,450
	Total 72710 - Transportation	3,000	5,450	-	8,450
	Total - Red Bank High School	**100,000**	**69,825**	**(31,656)**	**138,169**

141-5-446-0220-3-71100-514090-0000-0000	Teachers - Extended Contract	-	7,632		7,632
141-5-446-0220-3-71110-520110-0000-0000	Social Security	-	473	-	473
141-5-446-0220-3-71110-520410-0000-0000	State Retirement	-	111	-	111
141-5-446-0220-3-71110-521210-0000-0000	Employer Medicare	-	784	-	784
141-5-446-0220-3-71100-533610-0000-0000	Maintenance & Repairs Equipment	10,000		(5,252)	4,748
141-5-446-0220-3-71100-539990-0000-0000	Other Contracted Services	-	3,500		3,500
141-5-446-0220-3-71100-542910-0000-0000	Instructional Supplies	50,000		(38,901)	11,099
141-5-446-0220-3-71100-549990-0000-0000	Other Supplies/Materials - Tables, Chairs, Shelving	10,000		(4,000)	6,000
141-5-446-0220-3-71100-559990-0000-0000	Other - Student Competition Fees/Materials	10,000	8,308		18,308
141-5-446-0220-3-71100-572210-0000-0000	Equipment - Computers, TVs, Specialized Equipment	10,000		(10,000)	-
	Total 71100 - Regular Instruction	90,000	20,808	(58,153)	52,655
141-5-446-0220-3-71300-549990-0000-0000	Other Supplies/Materials - Early Postsecondary Fees	15,000		(133)	14,867
141-5-446-0220-3-71300-559990-0000-0000	Other - Work Based Learning/Summer Internships	10,000	5,000		15,000
	Total 71300 - Vocational Education	25,000	5,000	(133)	29,867
141-5-446-0220-3-72210-519610-0000-0000	Stipends	25,441		(14,162)	11,279
141-5-446-0220-3-72210-520110-0000-0000	Social Security	1,577		(878)	699
141-5-446-0220-3-72210-520410-0000-0000	State Retirement	2,613		(1,455)	1,158
141-5-446-0220-3-72210-521210-0000-0000	Employer Medicare	369		(205)	164
141-5-446-0220-3-72210-552410-0000-0000	In Service/Staff Development	2,000	33,000		35,000
	Total 72210 - Instructional Support	32,000	33,000	(16,700)	48,300
141-5-446-0220-3-72710-531410-0000-0000	Contract with Public Carriers	3,000	6,800		9,800
	Total 72710 - Transportation	3,000	6,800	-	9,800
	Total - Soddy Daisy High School	**150,000**	**65,608**	**(74,986)**	**140,622**
	TOTAL BUDGET	**265,000**	**135,433**	**(106,642)**	**293,791**

HAMILTON COUNTY DEPARTMENT OF EDUCATION
SELF-FUNDED PROGRAMS
FRI - TYNER ACADEMY
BUDGET FISCAL YEAR 2021-2022

SOURCE OF FUNDS

ACCOUNT CODE	DESCRIPTION	FY2022 BUDGET 7/15/2021	INCREASE	(DECREASE)	AMENDED BUDGET 8/19/2021
141-5-450-0237-3-00000-445700-0000-0000	Contributions and Gifts	62,500			62,500
141-5-450-0000-0-00000-4T4555-0000-0000	Restricted for Education	75,000	51,972		126,972
	Total Source of Funds	**137,500**	**51,972**	**-**	**189,472**

USE OF FUNDS SUMMARY

71100	Regular Instruction	97,500	30,126	(25,494)	102,132
71300	Vocational Education Program	10,000	15,000	-	25,000
72130	Other Student Support	-	5,000	-	5,000
72210	Instructional Support	30,000	35,840	(8,500)	57,340
		137,500	**85,966**	**(33,994)**	**189,472**

ACCOUNT CODE	DESCRIPTION	FY2022 BUDGET 7/15/2021	INCREASE	(DECREASE)	AMENDED BUDGET 8/19/2021
141-5-450-0237-3-71100-519610-0000-0000	Stipends	19,505	-	(4,735)	14,770
141-5-450-0237-3-71100-520110-0000-0000	Social Security	1,209	-	(294)	915
141-5-450-0237-3-71100-520410-0000-0000	Retirement	2,004	-	(486)	1,518
141-5-450-0237-3-71100-521210-0000-0000	Employer Medicare	282	-	(67)	215
141-5-450-0237-3-71100-539990-0000-0000	Other Contracted Services	2,000	5,995		7,995
141-5-450-0237-3-71100-542910-0000-0000	Instructional Materials	30,000	-	(19,912)	10,088
141-5-450-0237-3-71100-572210-0000-0000	Equipment - Reg Instruction	42,500	24,131		66,631
	Total 71100 - Regular Instruction	**97,500**	**30,126**	**(25,494)**	**102,132**
141-5-450-0237-3-71300-549990-0000-0000	Supplies & Materials-student certifications	10,000	15,000	-	25,000
	Total 71300 - Voc Ed Instruction	**10,000**	**15,000**	**-**	**25,000**
141-5-450-0237-3-72130-518990-0000-0000	Other Salaries	-	4,645	-	4,645
141-5-450-0237-3-72130-520110-0000-0000	Social Security	-	288	-	288
141-5-450-0237-3-72130-521210-0000-0000	Employer Medicare	-	67	-	67
	Total 72130 - Other Student Support	**-**	**5,000**	**-**	**5,000**
141-5-450-0237-3-72210-552410-0000-0000	In Service/Staff Development	15,000	35,840		50,840
141-5-450-0237-3-72210-559990-0000-0000	Other Charges	15,000	-	(8,500)	6,500
	Total 72210 - Instructional Support	**30,000**	**35,840**	**(8,500)**	**57,340**
	TOTAL BUDGET	**137,500**	**85,966**	**(33,994)**	**189,472**

HAMILTON COUNTY DEPARTMENT OF EDUCATION
SELF-FUNDED PROGRAMS
HAMILTON COUNTY VIRTUAL SCHOOL
BUDGET FISCAL YEAR 2021-2022

SOURCE OF FUNDS SUMMARY

ACCOUNT CODE	DESCRIPTION	FY2022 BUDGET DOCUMENT	INCREASE	(DECREASE)	AMENDED BUDGET 8/19/2021
141-5-488-0000-0-00000-435110-0000-0000-	Tuition	13,700			13,700
141-5-488-0000-0-00000-4T4555-0000-0000	Restricted for Education		1,500		1,500
		13,700	**1,500**	**-**	**15,200**

USE OF FUNDS SUMMARY

71100	**Regular Instruction**	**13,400**	1,500		14,900
72210	**Instructional Support**	**300**			300
	Total Use of Funds	**13,700**	**1,500**	**-**	**15,200**

ACCOUNT CODE	DESCRIPTION	FY2022 BUDGET DOCUMENT	INCREASE	(DECREASE)	AMENDED BUDGET 8/19/2021
141-5-488-0000-0-71100-511610-0000-0000-	Teacher Salaries	5,003			5,003
141-5-488-0000-0-71100-520110-0000-0000-	Social Security	310			310
141-5-488-0000-0-71100-520410-0000-0000-	Retirement	514			514
141-5-488-0000-0-71100-521210-0000-0000-	Medicare	73			73
141-5-488-0000-0-71100-539950-0000-0000-	Hardware/Software	7,500			7,500
	Total 71100 - Regular Instruction	**13,400**	**-**	**-**	**13,400**
141-5-488-0000-0-72210-535520-0000-0000-	Travel - Mileage	100			100
141-5-488-0000-0-72210-543510-0000-0000-	Office Supplies	100			100
141-5-488-0000-0-72210-559990-0000-0000-	Other Charges	100			100
	Total 72210 - Instructional Support	300	-	-	300
	Total Virtual School	**13,700**	**-**	**-**	**13,700**
141-5-488-0000-0-71100-547110-0000-0000	Software	-	750	-	750
141-5-488-0000-0-71100-572210-0000-0000	Equipment	-	750	-	750
	Total 71100 - Regular Instruction	-	1,500	-	1,500
	Total Virtual School - Battelle	**-**	**1,500**	**-**	**1,500**
	TOTAL BUDGET	**13,700**	**1,500**	**-**	**15,200**

HAMILTON COUNTY DEPARTMENT OF EDUCATION
SELF-FUNDED PROGRAMS
TEACHER RECRUITMENT/INDUCTION
BUDGET FISCAL YEAR 2021-2022

SOURCE OF FUNDS

ACCOUNT CODE	DESCRIPTION	FY2022 BUDGET 8/19/2021
141-5-490-0000-0-00000-4T4555-0000-0000	Restricted for Education	2,557
		2,557

USE OF FUNDS

ACCOUNT CODE	DESCRIPTION	FY2022 BUDGET 8/19/2021
141-5-490-0000-0-72520-559990-0000-0000	Other Charges	2,557
	Total 72520 - Human Resources	**2,557**

HAMILTON COUNTY DEPARTMENT OF EDUCATION
SELF-FUNDED PROGRAMS
SUPPLEMENTAL SALARIES
BUDGET FISCAL YEAR 2021-2022

SOURCE OF FUNDS SUMMARY

ACCOUNT CODE	DESCRIPTION	FY2022 BUDGET 8/19/2021
141-5-493-0000-0-00000-445700-0000-0000	Contributions & Gifts	23,041

USE OF FUNDS SUMMARY

ACCOUNT CODE	DESCRIPTION	FY2022 BUDGET 8/19/2021
World Language Teacher-Part Time		
141-5-493-0000-0-71100-511660-0000-0000	Teacher - No Benefits	21,400
141-5-493-0000-0-71100-520110-0000-0000	Social Security	1,330
141-5-493-0000-0-71100-521210-0000-0000	Employer Medicare	311
	Total 72210 - Regular Instruction Support	23,041
	Total 71100 CSLA	**23,041**
	TOTAL BUDGET	**23,041**

HAMILTON COUNTY DEPARTMENT OF EDUCATION
SELF-FUNDED PROGRAMS
INNOVATION & CHOICE
BUDGET FISCAL YEAR 2021-2022

SOURCE OF FUNDS SUMMARY

ACCOUNT CODE	DESCRIPTION	FY2022 BUDGET 8/19/2021
141-5-496-0000-0-00000-4T4555-0000-0000	Restricted for Education	3,468
141-5-496-0000-0-00000-445700-0000-0000	Contributions & Gifts	2,000
	Total	**5,468**

USE OF FUNDS SUMMARY

DEPARTMENT KEY	DESCRIPTION	FY2022 BUDGET 8/19/2021
141-5-496-0000-0-72210-549990-0000-9100	Other Supplies & Materials	3,468
141-5-496-0000-0-72210-559990-0000-9100	Other Charges	2,000
	Total 72210 - Regular Instruction Support	**5,468**
	Total Budget - First Day Ready	**5,468**

HAMILTON COUNTY DEPARTMENT OF EDUCATION
SELF-FUNDED PROGRAMS
HCS FOUNDATION
BUDGET FISCAL YEAR 2021-2022

SOURCE OF FUNDS SUMMARY

ACCOUNT CODE	DESCRIPTION	FY2022 BUDGET DOCUMENT	INCREASE	(DECREASE)	AMENDED BUDGET 8/19/2021
141-5-497-0000-0-00000-445700-0000-0000	**Contributions & Gifts**	**-**	**5,000**		**5,000**
141-5-497-0000-0-00000-4T4555-0000-0000	**Restricted for Education**	**143,250**			**143,250**
	Total Source of Funds	**143,250**	**5,000**	**-**	**148,250**

USE OF FUNDS SUMMARY

ACCOUNT CODE	DESCRIPTION	FY2022 BUDGET DOCUMENT	INCREASE	(DECREASE)	AMENDED BUDGET 8/19/2021
AD Training					
141-5-497-0000-0-72210-552410-0000-0000-	In Service/Staff Development	-	5,000		5,000
	Total 72210 - Regular Instruction Support	-	5,000	-	5,000
K-12 Literacy Officer					
141-5-497-0000-0-72210-510510-0000-0000-	Director	114,113			114,113
141-5-497-0000-0-72210-520110-0000-0000-	Social Security	7,075			7,075
141-5-497-0000-0-72210-520410-0000-0000-	State Retirement	11,719			11,719
141-5-497-0000-0-72210-520610-0000-0000-	Life Insurance	65			65
141-5-497-0000-0-72210-520710-0000-0000-	Medical Insurance	7,650			7,650
141-5-497-0000-0-72210-520810-0000-0000-	Dental Insurance	315			315
141-5-497-0000-0-72210-521010-0000-0000-	Unemployment	110			110
141-5-497-0000-0-72210-521210-0000-0000-	Employer Medicare	1,655			1,655
141-5-497-0000-0-72210-529910-0000-0000-	Other Fringe Benefits	228			228
141-5-497-0000-0-72210-529930-0000-0000-	Short Term Disability	320			320
	Total 72210 - Regular Instruction Support	143,250	-	-	143,250
	TOTAL BUDGET	**143,250**	**5,000**	**-**	**148,250**

Hamilton County Department of Education
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

MEMORANDUM

To: Hamilton County Board of Education
Dr. Nakia Towns, Interim Superintendent

From: Jennifer Bronson, Chief of Staff

Date: August 19, 2021

RE: Ratification of Grant Submission Approval

Emergency approval was received for this grant which is due August 16, 2021, three days prior to the next Board meeting.

The Administration is requesting acceptance and approval of a grant submission for the Bureau of Justice Assistance grant, "STOP School Violence Program." A budget amendment will be brought to the School Board for the amount, if awarded.

If grant is received, Hamilton County Schools will use grant funds totaling $1,000,000.00 to provide violence prevention, mental health, and trauma-informed care training to teachers, and other school staff through HCS Social Workers. Last year, Social Workers became Certified Trauma Practitioners through Starr Commonwealth's certification program. Funding will also support lectures and other training opportunities for teachers such as online resources.

Matching funds are not requested.

_____ _____
Dr. Nakia Towns, Interim Superintendent Date

_____ _____
Mr. Joe Wingate, School Board Chairperson Date

Hamilton County Department of Education
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

MEMORANDUM

To: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

From: Jennifer Bronson, Chief of Staff

Date: July 19, 2021

RE: Emergency/Early Grant Submission Approval Request

This grant is due August 16, 2021, while the next Board Meeting is August 19, 2021. At that time a ratification of this approval will be requested.

The Administration is requesting acceptance and approval of a grant submission for the Bureau of Justice Assistance grant, "STOP School Violence Program." A budget amendment will be brought to the School Board for the amount, if awarded.

If grant is received, Hamilton County Schools will use grant funds totaling $1,000,000.00 to provide violence prevention, mental health, and trauma-informed care training to teachers, and other school staff through HCS Social Workers. Last year, Social Workers became Certified Trauma Practitioners through Starr Commonwealth's certification program. Funding will also support lectures and other training opportunities for teachers such as online resources.

Matching funds are not requested.

Thank you for your consideration of this request.

Dr. Bryan Johnson, Superintendent — 7/19/21 Date

Mr. Joe Wingate, School Board Chairperson — 7/19/21 Date

HAMILTON COUNTY DEPARTMENT OF EDUCATION
GRANT SUBMISSION APPROVAL FORM

All grants must be pre-approved by the Principal to ensure alignment with school/HCDE goals. All grants $2,500 and over must have pre-approval from Central Office before applying for the grant. All Federal and State grants regardless of value must have Central Office approval and must flow through the Central Office finance system, not the school.

GRANTS between $2,500 and $9,999 must be pre-approved by the Chief Schools Officer and the Chief Financial Officer. Please submit this form, along with a copy of your grant proposal and budget to the Chief Schools Officer, **14 days before grant deadline date (with the exception below for board approval).**

GRANTS between $10,000 and $99,999 must be pre-approved by the Chief Schools Officer and the Chief Financial Officer and require additional approval by the Superintendent and School Board Chairman. Please submit this form, along with a copy of your grant proposal and budget to Chief Schools Officer, **14 days before grant deadline date (with the exception below for board approval).**

GRANTS $100,000 and above and those requesting matching funds must be pre-approved by the Chief Schools Officer, the Chief Financial Officer, the Superintendent, School Board Chairman and require School Board Approval. Please submit this form, along with a copy of your grant proposal and budget to the Chief Schools Officer, **21 working days prior to the next scheduled school board meeting.**

SCHOOL/INSTITUTION: Hamilton County Department of Education DATE: 07/07/2021

GRANT TITLE: BJA STOP School Violence Program

AMOUNT OF GRANT: $ 1,000,000 GRANT DEADLINE DATE: 08/16/2021

FUNDING AGENCY: US Department of Justice - Bureau of Justice Assistance

MATCHING FUNDS REQUESTED: ☐ Yes ☒ No SOURCE OF MATCHING FUNDS: _____

DocuSigned by: Jennifer Bronson 07/07/2021
F73CEC0... *Signature of Principal/Supervisor*

Susannah DeMaria
Name of Grant Writer

DocuSigned by: Jennifer Bronson 07/08/2021
F73CEC0... *Chief over Department (if applicable)*

****** Please attach a summary and budget to this Grant request******

_____ APPROVED BY SCHOOL BOARD

SCHOOL BOARD APPROVAL REQUIRED: ☒ YES ☐ NO

DS TM

RECOMMEND APPROVAL FOR SUBMISSION:

DocuSigned by: Angelia Askins 07/09/2021
B9526... *Federal Programs Director (if applicable)*

DocuSigned by: Jackie Parker 07/09/2021
9B1A1FEFD7D44DA... *Chief Schools Officer*

DocuSigned by: Mary Ellen Henton 07/15/2021
B693C462946245F... *Chief Financial Officer*

DocuSigned by: Dr. Bryan Johnson 07/15/2021
2A4C931BA37540D... *Superintendent (if applicable)*

Board Chairman (if applicable)

Final Approval Date

KG 4/6/2020 ***Email copy to: Chief Schools Officer, Finance, Principal, and Grant Writer***

BJA STOP School Violence Grant - Project Summary

Hamilton County Schools will use grant funds to provide violence prevention, mental health, and trauma-informed care training to teachers, principals, and other school staff through HCS Social Workers. Last year, Social Workers became Certified Trauma Practitioners through Starr Commonwealth's certification program.

The grant will provide up to $1,000,000 in funding to support lectures, groups, and other training opportunities for teachers such as online resources. Matching funds are not required.

OMB No. 1121-0329
Approval Expires 11/30/2020

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

BJA FY 21 Preventing School Violence: BJA's STOP School Violence Program

Assistance Listing Number # 16.839

Grants.gov Opportunity Number: O-BJA-2021-47003

Solicitation Release Date: June 2, 2021, 6:00 PM

Grants.gov Deadline: August 2, 2021 11:59 PM

Application JustGrants Deadline: August 16, 2021 11:59 PM

Overview

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) is seeking applications for funding under the Student, Teachers, and Officers Preventing (STOP) School Violence Grant Program to prevent violence in a K-12 school setting. This program furthers the Department's mission by supporting and assisting county, local, territorial, and tribal jurisdictions in improving efforts to reduce violent crime in and around schools.

This solicitation incorporates the OJP Grant Application Resource Guide by reference. The OJP Grant Application Resource Guide provides guidance to applicants for the preparation and submission to OJP of applications for funding. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

Solicitation Category

This solicitation has two categories. The applicant must, at the top of the proposal narrative portion of the application, state the category for which it is applying.

Competition ID	Category	Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-BJA-2021-	**Category 1, State Governments, including Public and State-**	10	Up to $2,000,000	October 1, 2021	36

Competition ID	Category	Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
00147-PROD	**controlled Institutions of Higher Education**: (1) training on preventing violence and/or (2) threat assessment/intervention teams and/or technology (anonymous reporting apps, etc.)				
C-BJA-2021-00148-PROD	**Category 2, All Other Eligible Applicants**: (1) training on preventing violence and/or (2) threat assessment/ intervention teams and/or technology (anonymous reporting apps, etc.)	140	Up to $1,000,000	October 1, 2021	36

Eligibility (Who may apply):

Category 1:

- State governments
- Public and state-controlled institutions of higher education

Category 2:

- City or township governments
- County governments
- Native American tribal governments (federally recognized)
- Nonprofits having a 501(c)(3) status with the IRS, other than institutions of higher education
- Private institutions of higher education
- Independent school districts

For purposes of this solicitation, "state" means any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.

Private K-12 schools, including private charter schools, should apply as "nonprofits." Public charter schools should apply as "independent school districts."

For the purposes of this solicitation, a "federally recognized Native American tribe" means any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

Applicants may propose to use the grant to contract with or make one or more subawards to:

- Local educational agencies
- Nonprofit organizations
- Units of local government or tribal organizations (as defined in section 4(l) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5304(l))

Category 2 applications proposing to implement threat assessment/intervention teams and/or technology solutions must include in their application materials a memorandum of understanding (MOU) between the lead law enforcement agency, the corresponding lead school official, and other members of the multidisciplinary team. This MOU will outline the roles and responsibilities of all parties, as well as any specific funding amounts (if applicable). Additional details regarding the MOU are described in the proposal narrative section under Additional Application Components. Please note, applications under Category 2 that ONLY propose training do not require an MOU.

To advance Executive Order 13929 Safe Policing for Safe Communities, as of October 28, 2020, the Attorney General determined that all state, local, and university or college law enforcement agencies must be certified by an approved independent credentialing body or have started the certification process to be allocated FY 2021 DOJ discretionary grant funding, as either a recipient or a subrecipient. For detailed information on this new certification requirement, please visit https://cops.usdoj.gov/SafePolicingEO.

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

BJA will consider applications under which two or more entities would carry out the federal award; however, only one entity may be the applicant. Any others must be proposed as subrecipients (subgrantees). For additional information on subawards, see the OJP Grant Application Resource Guide.

BJA may elect to fund applications submitted under this FY 2021 solicitation in future fiscal years, dependent on, among other considerations, the merit of the applications and on the availability of appropriations.

Agency Contact Description

For technical assistance with submitting the **SF-424 and SF-LLL** in Grants.gov, contact the Grants.gov Customer Support Hotline at 800–518–4726, 606–545–5035, at Grants.gov customer support, or email at support@grants.gov. The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

For technical assistance with submitting the **full application** in DOJ's Justice Grants System (JustGrants), contact the JustGrants Service Desk at 833–872–5175 or JustGrants.Support@usdoj.gov. The JustGrants Service Desk operates 5 a.m. to 9 p.m. eastern time, Monday–Friday, and 9 a.m. to 5 p.m. Saturday, Sunday, and federal holidays.

An applicant that experiences unforeseen Grants.gov or JustGrants technical issues beyond its control that prevent it from submitting its application by the deadline must email the National Criminal Justice Reference Service Response Center (Response Center) at grants@ncjrs.gov **within 24 hours after the application deadline** to request approval to submit its application after the deadline.

For assistance with any other requirements of this solicitation, contact the Response Center by telephone at 800–851–3420 or TTY: 301–240–6310 (hearing impaired only) or by email at grants@ncjrs.gov. Response Center hours of operation are 10 a.m. to 6 p.m. eastern time Monday through Friday, and 10 a.m. to 8 p.m. eastern time on the solicitation close date.

Submission Information

In FY 2021, applications will be submitted to DOJ in a **NEW** two-step process.

Step 1: Applicants will submit an **SF-424 and an SF-LLL** in Grants.gov at https://www.grants.gov/web/grants/register.html. To register in Grants.gov, applicants will need to obtain Data Universal Numbering System (DUNS) and System for Award Management (SAM) registration or renewal.

Step 2: Applicants will submit the **full application,** including attachments, in JustGrants at https://justicegrants.usdoj.gov/.

To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline.

OJP encourages applicants to review the "How to Apply" section in the OJP Grant Application Resource Guide.

Preventing School Violence: BJA's STOP School Violence Program CFDA # 16.839

Program Description

Overview
The Department of Justice is committed to advancing work that promotes civil rights, increases access to justice, supports crime victims, protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

The Student, Teachers, and Officers Preventing School Violence Act of 2018 (or STOP School Violence Act) describes the following for K-12 school safety projects:

- Training to prevent school violence, including training for local law enforcement officers, school personnel, and students.
- The development and operation of anonymous reporting systems for threats of school violence, including mobile telephone applications, hotlines, and websites.
- The development and deployment of—
  - Multidisciplinary intervention and threat assessment teams that, when necessary, evaluate serious risks of violence in schools and include coordination with law enforcement agencies, behavioral health specialists, community stakeholders, and school personnel.
  - Specialized training for school officials in responding to student mental health crises, including training on when and how to involve mental health professionals.
- Support for any other measure that, in the determination of the BJA Director, may provide a significant improvement in training, threat assessments and reporting, and violence prevention.

NOTE: Under the STOP School Violence Act, BJA funds cannot be used for the purchase of target-hardening equipment to secure schools such as cameras, security systems, fencing, locks, etc. In addition, these funds cannot be used to pay for armed security officers or school resource officers. Applicants interested in funding for target hardening should see the COPS School Violence Prevention Program (SVPP). Duplicate applications should not be submitted to both BJA and COPS.

Statutory Authority: Pub. L. No. 116-260, 134 Stat 1182, 1260.

Specific Information
BJA's STOP School Violence Grant Program is designed to improve K-12 school security by providing students and teachers with the tools they need to recognize, respond quickly to, and help prevent acts of violence and ensure a positive school climate.

Eligible applicants may submit **one application** that includes proposals for one or both of the following areas:

(1) **Train school personnel and educate students on preventing school violence** against others and themselves to include anti-bullying training. This can also include

specialized training for school officials to respond to mental health crises, including when and how to effectively involve mental health professionals.

(2) **Develop and implement multidisciplinary threat assessment and/or intervention teams and/or operate technology solutions** such as anonymous reporting systems for threats of school violence, including mobile telephone applications, hotlines, websites, or other school safety technology solutions for accurate identification of danger (without resort to discriminatory stereotypes or violating privacy). **Threat assessment and/or intervention teams** must coordinate with law enforcement agencies, behavioral health specialists, community stakeholders, and school personnel, and must include a memorandum of understanding (MOU).

Applications that propose threat assessments, intervention teams, and/or operate technology solutions such as anonymous reporting systems should ensure that their implementation strategies, polices, and protocols address critical issues such as student privacy, data security, race, national origin, disability, religion and sex-based discrimination and bias. They also must ensure that community stakeholders are a part of the planning process as described in the U.S. Secret Service National Threat Assessment Center's threat assessment model, and that interventions are trauma-informed as well as informed by child and adolescent development. BJA's training and technical assistance (TTA) provider, the National Center for School Safety, will work with grantees to assess their strategies and provide support as necessary throughout the grant period on vital issues such as developing evidence-based, constitutionally sound programs. For more information related to policies and protocols to address student privacy, data security, discrimination and bias, see https://studentprivacy.ed.gov/ and https://studentprivacy.ed.gov/resources/school-resource-officers-school-law-enforcement-units-and-ferpa.

Applications must ensure that the improvements to be funded under the grant are:

- Protective of student privacy, as required by the Family Educational Rights and Privacy Act (FERPA) and applicable state privacy laws, and ensure that students are not discriminated against on the basis of race, national origin, disability, religion, or sex;
- Limited to allow personnel in law enforcement agencies to receive student information from education records only when such disclosure is necessary to protect the health or safety of the student or other individuals (e.g., necessary to prevent school violence);
- Consistent with a comprehensive approach to preventing school violence and promoting a positive school climate;
- Transparent so that students, parents/guardians, and community members know what is being done and have the data necessary to monitor its effectiveness and compliance with privacy and non-discrimination requirements; and
- Individualized to the needs of each school at which those improvements are to be made.

Applicants proposing to implement an anonymous reporting system (ARS) in a state or jurisdiction that has an existing ARS must describe how the proposed ARS will complement and integrate into these efforts and will not be duplicative.

STOP funds may not be used to address violence on the campus of an institution of higher education.

All applicants should be aware that under federal law, OJP may not award grant funds to procure or obtain any equipment, system, or service that uses "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system. In general, with limited exceptions, "covered telecommunications equipment or services" includes telecommunications and video surveillance equipment or services produced by a foreign entity that is specifically designated by statute or designated by the federal government pursuant to statute.

Applicants also should be aware that, in accordance with DOJ and OJP policy, and with few exceptions, OJP will prohibit use of award funds for unmanned aircraft systems (UAS), absent advance submission of specific documentation of protections in place for privacy, civil liberties, and public safety, and of mitigation of cybersecurity risks. In addition, OJP will bar use of award funds for the purchase or use of UAS made by certain foreign entities designated by DOJ.

Goal, Objective, Deliverables

Goal
The goal of this program is to prevent and reduce school violence.

Objective
The program's objective is to increase school safety using evidence-based solutions to prevent violence against schools, staff, and students and ensure a positive school climate. Applicants should also be mindful of the potential to cause or exacerbate trauma for some students, and should use a trauma-informed approach when implementing program activities to help mitigate this concern.

Deliverables

- Implementation of training, including for all school threat assessments and/or intervention teams, that prepares school and/or law enforcement personnel to identify school violence risks among students in a nondiscriminatory and trauma-informed way and/or to improve the school climate. A positive school climate is paramount for learning; activities should not generate additional fears or traumatize students who may already be living in an unsafe environment. Threat assessment training must not discriminate against or stereotype students based on race, national origin, disability, religion, or sex.
- Resources and strategies for responding to students in mental health crisis that are trauma informed, protect student privacy rights, and most importantly involve mental health professionals at all stages of training and in practice.
- Technological solutions, such as anonymous reporting technology that can be implemented as a mobile phone-based app, a hotline, a website, or other technology solution in the applicant's geographic area to enable students, teachers, faculty, and community members to anonymously identify threats of school violence, or other technology solutions shown to improve school safety and/or improve the school climate. Activities should be protective of student privacy and ensure that students are not discriminated against on the basis of race, national origin, disability, religion, or sex.
- Other school safety strategies that assist in preventing violence and improving the school climate such as improving access to school-based behavioral health services,

implementing appropriate social and emotional learning programs, or other interventions that promote a positive and healthy school climate.

Applicants will be required to document all training and education sessions conducted under the award, as applicable. Applicants will also be required to coordinate with the BJA STOP Program TTA provider.

The Goals, Objectives, and Deliverables are directly related to the performance measures that demonstrate the results of the work completed, as discussed under the Application and Submission Information section.

Evidence-based Programs or Practices
OJP strongly emphasizes the use of data and evidence in policymaking and program development in criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices, see the OJP Grant Application Resource Guide.

The National Institute of Justice's Comprehensive School Safety Initiative (https://nij.gov/topics/crime/school-crime/Pages/school-safety-initiative.aspx) and OJP's CrimeSolutions.gov (https://www.crimesolutions.gov) are resources that applicants may use to obtain more information about evidence-based programs. Additional resources related to school safety best practices and threat assessments can be found at SchoolSafety.gov and the National Threat Assessment Center (https://www.secretservice.gov/protection/ntac/).

In addition, applicants can look to the U.S. Department of Education's Laws and Guidance on School Climate and Discipline (https://www2.ed.gov/policy/gen/guid/school-discipline/index.html?exp=1) for additional support in developing their projects.

Information Regarding Potential Evaluation of Programs and Activities
OJP may conduct or support an evaluation of the programs and activities funded under this solicitation. For additional information, see the OJP Grant Application Resource Guide section entitled "Information Regarding Potential Evaluation of Programs and Activities."

Federal Award Information

Total number of awards BJA expects to make: 150
Maximum dollar amount for each award:
Category 1: estimated 10 awards of up to $2,000,000 each
Category 2: estimated 140 awards of up to $1,000,000 each
Total amount to be awarded under solicitation: up to $74,000,000
Period of performance start date: October 1, 2021
Period of performance duration: 36

Continuation Funding Intent
BJA may, in certain cases, provide additional funding in future years to awards made under this solicitation, through continuation awards. OJP will consider, among other factors, OJP's strategic priorities, a recipient's overall management of the award, and progress of award-funded work when making continuation award decisions.

Availability of Funds
This solicitation, and awards (if any are made) under this solicitation, are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by the agency or by law. In addition, nothing in this solicitation is intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

Type of Award
BJA expects to make awards under this solicitation as grants. See the "Administrative, National Policy, and Other Legal Requirements" section of the OJP Grant Application Resource Guide for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants (and cooperative agreements).

Financial Management and System of Internal Controls
Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. The "Part 200 Uniform Requirements" means the DOJ regulation at 2 C.F.R. Part 2800, which adopts (with certain modifications) the provisions of 2 C.F.R. Part 200. See the OJP Grant Application Resource Guide for additional information.

Budget Information
Cost Sharing or Matching Requirement
This solicitation does not require a match.

Pre-agreement Costs (also known as Pre-award Costs)
See the OJP Grant Application Resource Guide for information on Pre-agreement Costs (also known as Pre-award Costs).

Limitation on Use of Award Funds for Employee Compensation; Waiver
See the OJP Grant Application Resource Guide for information on Limitation on Use of Award Funds for Employee Compensation; Waiver.

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs
See the OJP Grant Application Resource Guide for information on Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs.

Costs Associated with Language Assistance (if applicable)
See the OJP Grant Application Resource Guide for information on Costs Associated with Language Assistance.

Eligibility Information

For eligibility information, see the solicitation cover page.

For information on cost sharing or match requirements, see Federal Award Information .

Application and Submission Information

Content of Application Submission
The following application elements MUST be included in the application submission for an application to meet the basic minimum requirements (BMR) to advance to peer review and receive consideration for funding:

- Proposal Abstract
- Proposal Narrative
- Budget Worksheet and Budget Narrative (web-based form)

See the "Application Elements and Formatting Instructions" section of the OJP Grant Application Resource Guide for information on what happens to an application that does not contain all the specified elements or that is nonresponsive to the scope of the solicitation.

1. **Information to Complete the Application for Federal Assistance (Standard Form (SF)-424) in Grants.gov**

   The SF-424 will be submitted in Grants.gov. The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the OJP Grant Application Resource Guide for additional information on completing the SF-424.

   In Section F of the SF-424, please include the name and contact information of the individual who will complete application materials in JustGrants. JustGrants will use this information *(email address)* to assign the application to this user in JustGrants.

   Intergovernmental Review: This solicitation ("funding opportunity") **is not** subject to Executive Order 12372. (In completing the SF-424, an applicant is to answer question 19 by selecting the response that the "Program is not covered by E.O. 12372.")

2. **Standard Applicant Information (JustGrants 424 and General Agency Information)**

   The Standard Applicant Information section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. Applicants will need to review the Standard Applicant Information in JustGrants and make edits as needed. Within this section, applicants will need to: add zip codes for areas affected by the project; confirm their Authorized Representative; and verify the organization's legal name and address.

3. **Proposal Abstract**

   A proposal abstract (no more than 400 words) summarizing the proposed project, including primary activities, products and deliverables, the service area, and who will benefit from the proposed project, will be completed in the JustGrants web-based form. Abstracts should not repeat the terms and descriptions used in the solicitation but should be specific and clearly state what is being implemented related to work proposed in the project, and be written for a general public audience.

4. **Proposal Narrative**

   The proposal narrative should be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point Times New Roman font; have no less than 1-inch margins; and should not exceed 10 pages. Pages should be numbered and submitted as an attachment. If the proposal narrative fails to comply with

these length restrictions, BJA may negatively consider such noncompliance in peer review and final award decisions.

The following sections must be included as part of the proposal narrative:

a. Description of the Issue
Describe why this project/these proposed activities are necessary (significance/value) and/or address a need and include supporting data/information to support your statement.

b. Project Design and Implementation
Completely describe the strategy to address the needs identified in the Description of the Issue. Applicants should be specific when listing the proposed project activities and describe how they relate to the stated objective. Activities are the specific actions to be undertaken to fulfill the program objective and reach the program goal and should not be vague generalities. Provide a detailed description of the method(s) to be used to carry out each activity, as well as include a description of all individuals/groups involved in the project and that will be served by the project.

The applicant must clearly outline the different school(s)/school district(s) where the project will be implemented and include letters of support for the project from those schools/school districts if another entity is submitting the application. Include a description of why these schools were selected. The applicant should describe how grant funding will address the strategy proposed and the benefits. The applicant should include how the proposed project fits into the overall safety strategy of the school(s) or school district and how the project will ensure compliance with all applicable privacy and civil rights laws. If the applicant is including proposals for more than one area (training/threat assessment, etc.), it should clearly outline the different areas and distinguish the activities within the narrative. This should also be clearly reflected in the budget.

Provide a timetable indicating roughly when activities or program milestones are to be accomplished. While the Project Design and Implementation should discuss the project timelines, applicants may also include a timeline chart as a separate attachment that will not count toward the 10-page limit.

c. Capabilities and Competencies
Describe completely the capabilities and competencies of the individuals that will be assigned to the project to accomplish the goal and objective of the program. Résumés should be included as separate attachments and will not count against the 10-page limit.

d. Plan for Collecting the Data Required for this Solicitation's Performance Measures
Describe the process for measuring project performance. Identify who will collect the data, who is responsible for performance measurements, and how the information will be used to guide and evaluate the impact of the project. Describe the process to accurately report data.

Note: Applicants are **not** required to submit performance data with the application. Rather, performance measures information is included as an alert that successful applicants will be required to submit performance data as part of the reporting requirements under an award.

OJP will require each successful applicant to submit regular performance data that demonstrate the results of the work carried out under the award. The performance data directly relate to the goals, objectives, and deliverables identified under "Goals, Objectives, and Deliverables."

Applicants can also visit OJP's performance measurement page at www.ojp.gov/performance for an overview of performance measurement activities at OJP.

Award recipients will be required to submit performance measure data and performance reports in JustGrants. Examples of the performance measures questionnaire can be found at: https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/STOP-Measures.pdf. Further guidance on the post-award submission process will be provided, if selected for award.

e. Plan for Sustainability
Describe what steps will be taken to sustain the project after federal funds are exhausted.

Note on Project Evaluations
An applicant that proposes to use award funds through this solicitation to conduct project evaluations must follow the guidance under "Note on Project Evaluations" in the OJP Grant Application Resource Guide.

Goal, Objective, Deliverables, and Timeline
Applicants will submit the STOP School Violence goal, objective, deliverables, and timelines in the JustGrants web-based form.

5. **Budget and Associated Documentation**

a. **Budget Worksheet and Budget Narrative (Web-based Form)**
Applicants will complete the JustGrants web-based budget form. The amount of the federal request should match the federal request amount on the SF-424.
See the OJP Grant Application Resource Guide for additional information.

b. **Indirect Cost Rate Agreement**
Applicants will submit their indirect cost rate agreement by uploading the agreement as an attachment in JustGrants. See the OJP Grant Application Resource Guide for additional information.

c. **Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high-risk status)**
Applicants will download the questionnaire in JustGrants and submit by uploading the completed questionnaire as an attachment in JustGrants. See the OJP Grant Application Resource Guide for additional information.

d. **Disclosure of Process Related to Executive Compensation**
If applicable, applicants will submit a description of the process used to determine compensation by uploading the document as an attachment in JustGrants. See the OJP Grant Application Resource Guide for additional information.

6. Additional Application Components

a. **Tribal Authorizing Resolution (if applicable)**
If applicable, applicants will submit the Tribal Authorizing Resolution by uploading the resolution as an attachment in JustGrants. An application in response to this solicitation may require inclusion of information related to a tribal authorizing resolution as an attachment. See the OJP Grant Application Resource Guide for information on tribal authorizing resolutions.

b. **Research and Evaluation Independence and Integrity (if applicable)**
If an application proposes research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. Applicants will submit a description of their research and evaluation independence and integrity by uploading the document as an attachment in JustGrants. For additional information regarding demonstrating research/evaluation independence and integrity, including appropriate safeguards, see the OJP Grant Application Resource Guide.

c. **Memorandum of Understanding** (MOU) (if applicable) should contain the following elements:

- **Purpose of the MOU.** The statement of purpose should describe the agencies or organizations that are entering into the partnership, the purpose of the partnership, and the effective date of the agreement. The effective date of the agreement must cover the term of the award or contain language regarding the annual renewal of the agreement.
- **Description of partner roles and responsibilities.** This description must include the roles and responsibilities of the school, the school district, and the law enforcement agency, and each partner should be specifically listed within the document. It must also describe how each signatory will protect student privacy and ensure that students are not discriminated against on the basis of race, national origin, disability, religion, or sex.
- This document should also include any **budget information** such as specific funds allocated to other partners and for what stated purpose.
- **Signatures.** The MOU must be signed and dated by both lead law enforcement agency leadership (i.e., police chief or sheriff) and the school official(s) who will have general educational oversight and decisionmaking authority (i.e., board of education chairperson, superintendent, or school principal) regarding this project.

  Understanding that the completion of an MOU may take longer than the application period, a draft MOU may be submitted that includes the names and titles of all parties that will be signing the document. A special condition will be added if an award is made that will require the signed document before funds will be made available. Applicants will submit the MOU by uploading the document as an attachment in JustGrants.

d. **Timeline/Project Plan** outlining key tasks, benchmarks, and persons or entities responsible. Applicants will submit the timeline by uploading the document as an attachment in JustGrants.

7. **Disclosures and Assurances**
   Applications will complete the following disclosures and assurances.

   a. **Disclosure of Lobbying Activities**
   Applicants will complete and submit the SF-LLL in Grants.gov. See the OJP Grant Application Resource Guide for additional information.

   b. **Applicant Disclosure of Duplication in Cost Items**
   Applicants will complete the JustGrants web-based Applicant Disclosure of Duplication in Cost Items form. See the OJP Grant Application Resource Guide for additional information.

   c. **DOJ Certified Standard Assurance**
   See DOJ Certified Standard Assurance on the OJP Grant Application Resource Guide.

   d. **DOJ Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements**
   Applicants will review and accept the DOJ Certified Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements. See the OJP Grant Application Resource Guide.

   e. **Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable)**
   If applicable, applicants will submit as an attachment in JustGrants. See the OJP Grant Application Resource Guide for additional information. A DOJ High Risk Grantee is a recipient that has received a DOJ High Risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, or noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible.

How to Apply

Applicants will submit an SF-424 and an SF-LLL in Grants.gov at https://www.grants.gov/web/grants/register.html.

Applicants will submit the full application, including attachments, in JustGrants at https://justgrants.usdoj.gov/.

For additional information, see the "How to Apply" section in the OJP Grant Application Resource Guide and the DOJ Application Submission Checklist.

Submission Dates and Time

The SF-424 and the SF-LLL will be submitted in Grants.gov by 11:59 PM on August 2, 2021. OJP urges applicants to submit applications at least 72 hours prior to the application due date to allow time for the applicant to receive validation messages or rejection notifications from Grants.gov and to correct in a timely fashion any problems that may have caused a rejection notification.

The full application will be submitted in JustGrants by 11:59 PM on August 16, 2021. To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline.

Application Review Information

Review Criteria

a. **Merit Review Criteria**
Applications that meet basic minimum requirements will be evaluated by peer reviewers. Applications will be evaluated on how the proposed project/program addresses the following criteria:

1. Description of the Issue (20%) - evaluate the applicant's understanding of the program/issue to be addressed.
2. Project Design and Implementation (30%) - evaluate the adequacy of the proposal, including the goal, objective, timeline, milestones, and deliverables.
3. Capabilities and Competencies (20%) - evaluate administrative and technical capacity of the applicant to successfully accomplish the goal and objective.
4. Plan for Collecting the Data Required for this Solicitation's Performance Measures (5%) - evaluate the applicant's understanding of the performance data reporting requirements and the plan for collecting the required data.
5. Budget (15%) - evaluate for completeness, cost effectiveness, and allowability (e.g., reasonable, allocable, and necessary for project activities).
6. Sustainment (10%) - evaluate the sustainability plan to address how the project or technology will continue to operate and be maintained once the award funding has ended. This plan should not assume that additional funding under this program is available after the award period; rather it should identify state, local, or possibly private funding to ensure the program or technology continues.

b. **Other Review Criteria/Factors**
Other important considerations for BJA include geographic diversity, strategic priorities, available funding, past performance, and the extent to which the Budget Worksheet and Budget Narrative (web-based form) accurately explain project costs that are reasonable, necessary, and otherwise allowable under federal law and applicable federal cost principles.

Review Process

Applications submitted under this solicitation that meet basic minimum requirements will be evaluated for technical merit by a peer review panel(s) in accordance with OJP peer review policy and procedures using the stated review criteria above.

OJP screens applications to ensure they meet the basic minimum requirements prior to conducting peer review. Although specific requirements may vary, the following are common requirements applicable to all solicitations for funding under OJP programs:

- The application must be submitted by an eligible type of applicant.
- The application must request funding within programmatic funding constraints (if applicable).
- The application must be responsive to the scope of the solicitation.
- The application must include all items necessary to meet the basic minimum requirements.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by the applicant. Among other things to

help assess whether an applicant that has one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed $250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

Important note on FAPIIS: An applicant may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Assistant Attorney General, who may take into account not only peer review ratings and BJA's recommendations, but also other factors as indicated in this section.

Federal Award Administration Information

Federal Award Notices
See the OJP Grant Application Resource Guide for information on award notifications and instructions.

Administrative, National Policy, and Other Legal Requirements
If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions and all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance).

For additional information on these legal requirements, see the "Administrative, National Policy, and Other Legal Requirements" section in the OJP Grant Application Resource Guide.

Information Technology (IT) Security Clauses
An application in response to this solicitation may require inclusion of information related to information technology security. See the OJP Grant Application Resource Guide for information on information technology security.

General Information about Post-Federal Award Reporting Requirements
In addition to the deliverables described in the Program Description section, any recipient of an award under this solicitation will be required to submit certain reports and data.

Required reports. Recipients typically must submit quarterly financial reports, semi-annual progress reports, final financial and progress reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

See the OJP Grant Application Resource Guide for additional information on specific post-award reporting requirements, including performance measures data.

Federal Awarding Agency Contact(s)

For OJP contact(s), see solicitation cover page.

For contact information for Grants.gov and JustGrants, see solicitation cover page.

Other Information

Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a)
See the OJP Grant Application Resource Guide for information on **Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a).**

Provide Feedback to OJP
See the OJP Grant Application Resource Guide for information on how to **provide feedback to OJP.**

Application Checklist

Preventing School Violence: BJA's STOP School Violence Program

This application checklist has been created as an aid in developing an application. The DOJ Application Submission Checklist is another resource.

What an Applicant Must Do:

Prior to Registering in Grants.gov:

- ☐ Acquire a DUNS Number (see OJP Grant Application Resource Guide)
- ☐ Acquire or renew registration with SAM (see OJP Grant Application Resource Guide)

To Register with Grants.gov:

- ☐ Acquire AOR and Grants.gov username/password (see OJP Grant Application Resource Guide)
- ☐ Acquire AOR confirmation from the E-Biz POC (see OJP Grant Application Resource Guide)

To Find Funding Opportunity:

- ☐ Search for the Funding Opportunity on Grants.gov
- ☐ Select the correct Competition ID
- ☐ Access Funding Opportunity and Application Package (see OJP Grant Application Resource Guide)
- ☐ Sign up for Grants.gov email notifications (optional) (see OJP Grant Application Resource Guide)
- ☐ Read Important Notice: Applying for Grants in Grants.gov
- ☐ Read OJP policy and guidance on conference approval, planning, and reporting available at ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm (see OJP Grant Application Resource Guide)

Overview of Post-Award Legal Requirements:

- ☐ Review the "Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2021 Awards" in the OJP Funding Resource Center.

Scope Requirement:

- ☐ The federal amount requested is within the allowable limits of:
  - Category 1: $2,000,000.
  - Category 2: $1,000,000.

Eligibility Requirement:

- State governments
- City or township governments
- Public and state-controlled institutions of higher education

- County governments
- Native American tribal governments (federally recognized)
- Nonprofits having a 501(c)(3) status with the IRS, other than institutions of higher education
- Private institutions of higher education
- Independent school districts

Private K-12 schools, including private charter schools, should apply as "nonprofits." Public charter schools should apply as "independent school districts."

☐ Submit **SF-424** and **SF-LLL** in Grants.gov

After SF-424 and SF-LLL submission in Grants.gov, Receive Grants.gov Email Notifications That:

☐ Submission has been received in Grants.gov

☐ Submission has either been successfully validated or rejected with errors (see OJP Grant Application Resource Guide)

If No Grants.gov Receipt, and Validation or Error Notifications are Received:

☐ Contact the Response Center by telephone at 800–851–3420 or TTY: 301–240–6310 (hearing impaired only) or by email at grants@ncjrs.gov. Response Center hours of operation are 10 a.m. to 6 p.m. eastern time Monday through Friday, and 10 a.m. to 8 p.m. eastern time on the solicitation close date.

Receive email notification to complete application in JustGrants.

☐ Complete Application Sections Listed Below in JustGrants

Content of Application Submission:

The following items are critical application elements required to pass Basic Minimum Requirements review. An application that OJP determines does not include the application elements that must be included in the application submission in order for the application to meet the basic minimum requirements will neither proceed to peer review, nor receive further consideration.

☐ **Proposal Abstract**

☐ **Proposal Narrative**

☐ **Budget Detail Worksheet (web-based form)**

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☐ Information to Complete the Application for Federal Assistance (SF-424) in Grants.gov

☐ Standard Applicant Information (SF-424 information from Grants.gov)

Budget and Associated Documentation

☐ Indirect Cost Rate Agreement (if applicable) (see OJP Grant Application Resource Guide)

☐ Financial Management and System of Internal Controls Questionnaire (see OJP Grant Application Resource Guide)
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- ☐ Disclosure of Process related to Executive Compensation (see OJP Grant Application Resource Guide)

Additional Application Components

- ☐ Tribal Authorizing Resolution (if applicable) (see OJP Grant Application Resource Guide)
- ☐ Research and Evaluation Independence and Integrity (see OJP Grant Application Resource Guide)
- ☐ Memorandum of Understanding (if applicable)
- ☐ Request and Justification for Employee Compensation; Waiver (if applicable) (see OJP Grant Application Resource Guide)

Disclosures and Assurances

- ☐ Disclosure of Lobbying Activities (SF-LLL) (see OJP Grant Application Resource Guide)
- ☐ Applicant Disclosure of Duplication in Cost Items (see OJP Grant Application Resource Guide)
- ☐ DOJ Certified Standard Assurance (see OJP Grant Application Resource Guide)
- ☐ DOJ Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements (see OJP Grant Application Resource Guide)
- ☐ Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable) (see OJP Grant Application Resource Guide)

Submit Application in JustGrants:

- ☐ Application has been successfully submitted in JustGrants

If No JustGrants Application Submission, Validation, or Error Notifications are Received:

- ☐ **Contact JustGrants Service Desk at 833–872–5175 or JustGrants.Support@usdoj.gov** regarding technical difficulties.

NOTE: Under the STOP School Violence Act, BJA funds cannot be used for the purchase of target-hardening equipment to secure schools such as cameras, security systems, fencing, locks, etc. In addition, these funds cannot be used to pay for armed security officers or school resource officers. Applicants interested in funding for target hardening should see the COPS School Violence Prevention Program (SVPP) or, for hiring school resource officers, see the COPS Hiring Program (CHP). Duplicate applications should not be submitted to both BJA and COPS.

Hamilton County Department of Education
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

MEMORANDUM

To: Hamilton County Board of Education
Dr. Nakia Towns, Interim Superintendent

From: Penny Murray, Chief Talent Officer

Date: August 19, 2021

RE: Ratification of Grant Submission Approval

Emergency approval was received for this grant, which is due August 13, 2021, 6 days prior to the next Board meeting.

The Administration is requesting acceptance and approval of a grant submission for the Teacher and School Leader Incentive Program to the U.S. Department of Education. A budget amendment will be brought to the School Board for the amount, if awarded.

The Administration is proposing an application which could provide up to $7,055,659 in funding over three years to support teacher recruitment and retention in our highest-need schools. The proposed project will support the development of the Opportunity Culture model, including differentiated leadership and professional growth opportunities for highly effective teachers. The grant requires a 50% match, or $1,175,943.17 each year for the three-year performance period. The matching funds will be repurposed from funding previously allocated to various teacher stipends and 30 held teaching positions. This funding will aid in the district's ongoing efforts to develop great teachers and leaders to promote student achievement.

Thank you for your consideration of this request.

Hamilton County Department of Education
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

MEMORANDUM

To: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

From: Dr. Nakia Towns, Deputy Superintendent
Penny Murray, Chief Talent Officer

Date: August 6, 2021

Subject: Emergency/Early Grant Submission Approval Request

This grant is due August 13, 2021, while the next Board meeting is August 19, 2021. At that time, a ratification of this approval will be requested.

The Administration is requesting acceptance and approval of a grant submission for the Teacher and School Leader Incentive Program to the U.S. Department of Education. A budget amendment will be brought to the School Board for the amount, if awarded.

The Administration is proposing an application which could provide up to $7,055,659 in funding over three years to support teacher recruitment and retention in our highest-need schools. The proposed project will support the development of the Opportunity Culture model, including differentiated leadership and professional growth opportunities for highly effective teachers. The grant requires a 50% match, or $1,175,943.17 each year for the three-year performance period. The matching funds will be repurposed from funding previously allocated to various teacher stipends and 30 held teaching positions. This funding will aid in the district's ongoing efforts to develop great teachers and leaders to promote student achievement.

Thank you for your consideration of this request.

Dr. Bryan Johnson — Date 8/9/21

Mr. Joe Wingate — Date 8/9/21

I. Personnel

A. Salaries

a. Multi-Classroom Leader Coach (2.0 FTE x $80,000=$160,000).
b. Residency Coach (2.0 FTE x $80,000=$160,000)
c. Project Director (1.0 FTE x $95,000)
d. Educational Assistants (Teacher Residents and Reach Associates) (60 x $20,000 = $1,2000,000)

Total salaries: $1,615,000

B. Teacher Leader Stipends

a. Established Teacher (3 years of 4 + LOE Data)
   i. New Teacher Support Mentor (Novice-3rd year)

   Through the HCS Induction Programs, established teachers are invited to provide individualized mentoring support to novice teachers at 1:1 ratio. Second and third year teachers will receive differentiated mentoring support at a ratio no greater than 1:3. Support mentors will perform tasks including, but not limited to: monthly checklists, complete obs/feedback cycle as necessary with mentee, attend mentor training and support lead mentor in monthly NTN sessions.

   Stipend: $1000 per year for novice teacher; $500 per year per second or third year teacher.

   Number of stipends: 150 first year mentors, 200 2nd/3rd year mentors

   (150 x $1,500) + (200 x $1000) = $425,000

   ii. Clinical Instructor Mentor (CIM)

   Established teachers may be considered for Clinical Instructor Mentor teachers through partnering universities. In addition to participating in 4x yearly CIM training, they may also receive development from university partners.

   Stipend: $1000 - semester; $2000 - full year

   35 x $1500 = $70,000

b. Distinguished Teacher (4 years of 4+ LOE Data)
   i. Distinguished Teacher - Lead Mentors are responsible for leading

school-based inductions programs at the building level. In addition to designing monthly sessions to support new teachers, lead mentors develop and support the team of first-year mentors. Lead Mentors are released from instructional opportunities 4 x a year to participate in professional development.

Stipend: $2000 per year plus $150 per 1st, 2nd or 3rd year teacher in their building.

Number - 26 lead mentors

30 x $2000 + 30 x $1500 (10 mentees average) = $105,000

c. Expert Teacher (5 years of 4 + LOE Data)
   i. Multi-Classroom Leader

   Through the opportunity culture model, MCLs teach part time and lead small, collaborative teams of two to eight teachers. MCLs co-plan, co-teach and model excellent instruction for the team, coach and give feedback. In addition, they teach part of the time by leading small groups of students that need the most differentiation.

   Stipend: $10,000 a year.

   30 x $10,000 = $300,000

   ii. Clinical Instructor

   Clinical instructors take on the responsibility for training a resident teacher in a 1:1 setting. CI's participate in monthly training and gradually release teaching responsibilities to the resident teacher.

   Stipend available? Yes, $4,000 a year.

   15 X $4,000 = $60,000

   Total stipends: $960,000

TOTAL PERSONNEL: $2,575,000

II. Fringe

A. Certified:

a. Salaries (Full Benefits = 18.4% + $10,090):
   i. Multi-Classroom Leader Coaches: 2 x $80,000 x 18.4% + (2 x $10,090) = **$49,620**
   ii. Residency Coaches: 2 x $80,000 x 18.4% + (2 x $10,090) = **$49,620**

b. Stipends (SSI 6.2% + Medicare 1.45% + Retirement 10.27% + Ltd/Std Disability 0.48%): $960,000 x 18.4% = **$176,640**

Total Certified Fringe: $275,880

B. Classified:

a. Project Director: $95,000 x 22.83% + $10,090 = **$31,778.50**
b. Educational Assistant (Teacher Residents and Reach Associates): 60 x $20,000 x 22.83% + (60 x $10,090) = **$632,796**

Total Classified Fringe = $664,574.50

TOTAL FRINGE BENEFITS: $940,454.50

III. Travel - none

IV. Equipment - none

V. Supplies

Training Materials: $175 per person for 30 MCLs and 15 CIMs = **$7,875**

- Texts and materials for PD/book study - $75
- Meals and snacks for in-person professional development - $100

VI. Contractual -

- **PD: Critical Conversation for MCLs and CIMs - Tennessee Educators of Color Alliance (TECA) - $100 per person = $4,500**

VII. Other - none

GRAND TOTAL: $3,527,829.50

Federal Request: $2,351,886.33

Matching: $1,175,943.17

Source of matching funds:
30 Held Teacher Positions: $2,250,000
Eliminated Chair Stipends: $356,555

PROJECT ABSTRACT

Title: Hamilton County Schools' *Opportunity Culture Model*

Description: The ***Opportunity Culture Model*** improves and expands upon Hamilton County Schools' established Human Capital Management System (HCMS) and Performance-Based Compensation System (PBCS) by identifying gaps and weaknesses in the system and offering an innovative, targeted approach to recruiting, retaining, and developing highly effective teachers within the district's highest need schools.

The project establishes differentiated leadership and professional growth opportunities for highly effective teachers while strengthening and expanding coaching and mentorship opportunities for all teachers in the participating high-need schools. The ***Opportunity Culture Model*** develops a clear pathway to becoming a certified teacher for classified staff, as well as for experienced teachers to take on an array of leadership roles. HCS will provide all teachers with ongoing, differentiated, targeted and personalized support and feedback for improvement through access to multi-classroom leaders, mentors, instructional coaches, and performance evaluations. Principals and assistant principals will be evaluated for effectiveness and receive one-on-one and group coaching and supervision. Teachers and administrators will also participate in ongoing professional development designed to increase effectiveness and raise student achievement levels.

Targeted Schools: The project will take place in our Promise and Hope Schools.

Promise Schools (>97% of students included in Super Subgroup or on Priority status):*

Barger Academy, Brainerd High School, Calvin Donaldson Environmental Science Academy, Clifton Hills Elementary School, Dalewood Middle School, East Lake Academy of Fine Arts, East Lake Elementary School, East Side Elementary School, Hardy Elementary School, Orchard

Knob Elementary School, Orchard Knob Middle School, The Howard School. Woodmore Elementary School

Hope Schools (between 78% and 97% of students included in Super Subgroup):*

Bess T. Shepherd Elementary School, Brown Middle School, DuPont Elementary School, East Ridge Elementary School. East Ridge High School, East Ridge Middle School, Harrison Elementary School. Howard Connect Academy. Spring Creek Elementary School, Tommie F. Brown International Academy, Tyner Academy, Tyner Middle Academy

Goals and Outcomes: The overall goal of the ***Opportunity Culture Model*** project is to increase the career satisfaction and retention of our most highly effective teachers, particularly teachers of color.

*Per the state of Tennessee, the Super Subgroup consists of all students identified with one or more of the historically underserved student groups, e.g., Black, Hispanic, and Native American, English learners, economically disadvantaged students, or students with disabilities.

Dated: July 6, 2021.

Aaron T. Siegel,

Alternate OSD Federal Register Liaison Officer, Department of Defense.

[FR Doc. 2021–14646 Filed 7–8–21; 8:45 am]

BILLING CODE 5001–06–P

DEPARTMENT OF EDUCATION

Applications for New Awards; Teacher and School Leader Incentive Program

AGENCY: Office of Elementary and Secondary Education, Department of Education.

ACTION: Notice.

SUMMARY: The Department of Education (Department) is issuing a notice inviting applications for fiscal year (FY) 2021 for the Teacher and School Leader Incentive Program (TSL), Assistance Listing Number 84.374A. This notice relates to the approved information collection under OMB control number 1810–0758.

DATES:

Applications available: July 9, 2021.

Pre-application webinars: The Office of Elementary and Secondary Education intends to post pre-recorded informational webinars designed to provide technical assistance to interested applicants for TSL grants. These informational webinars will be available on the TSL web page shortly after this notice is published in the **Federal Register**.

Deadline for optional notice of intent to apply: July 30, 2021.

Deadline for transmittal of applications: August 13, 2021.

Deadline for intergovernmental review: October 12, 2021.

ADDRESSES: For the addresses for obtaining and submitting an application, please refer to our Common Instructions for Applicants to Department of Education Discretionary Grant Programs, published in the **Federal Register** on February 13, 2019 (84 FR 3768), and available at *www.govinfo.gov/content/pkg/FR-2019-02-13/pdf/FR-2019-02-13/pdf/2019-02206.pdf.*

The informational webinars will be available on the TSL web page at *oese.ed.gov/offices/office-of-discretionary-grants-support-services/effective-educator-development-programs/teacher-and-school-leader-incentive-program/applicant-info-eligibility/.* A TSL Frequently Asked Questions document will also be published on the TSL program web page as soon as it is available at *https://oese.ed.gov/offices/office-of-discretionary-grants-support-services/effective-educator-development-programs/teacher-and-school-leader-incentive-program/.*

FOR FURTHER INFORMATION CONTACT: Orman Feres, U.S. Department of Education, 400 Maryland Avenue SW, Room 3C140, Washington, DC 20202–5960. Telephone: (202) 453–6921. Email: *orman.feres@ed.gov* or *TSL@ed.gov.*

If you use a telecommunications device for the deaf (TDD) or a text telephone (TTY), call the Federal Relay Service (FRS), toll free, at 1–800–877–8339.

SUPPLEMENTARY INFORMATION:

Full Text of Announcement

I. Funding Opportunity Description

Purpose of Program: The purpose of TSL is to assist States, local educational agencies (LEAs), and nonprofit organizations to develop, implement, improve, or expand comprehensive Performance-Based Compensation Systems (PBCS) [1] or Human Capital Management Systems (HCMS) for teachers, principals, and other School Leaders (educators) (especially for educators in High-Need Schools who raise student growth and academic achievement and close the achievement gap between high- and low-performing students). In addition, a portion of TSL funds may be used to study the effectiveness, fairness, quality, consistency, and reliability of PBCS or HCMS for educators.

Background: TSL is authorized under section 2212 of the Elementary and Secondary Education Act of 1965, as amended by the Every Student Succeeds Act (ESEA).

The FY 2021 TSL competition is designed to support entities in implementing, improving, or expanding their HCMS, which by definition must include a PBCS, or implementing, improving, or expanding only a PBCS. Absolute Priority 1 is consistent with this purpose. TSL is also intended to primarily serve educators in High-Need Schools who raise student academic achievement and close the achievement gap between high- and low-performing students, although the program may also fund services for educators serving in high-need subject areas (though not necessarily in High-Need Schools), as determined by the LEA or the State.

It is well established that teacher effectiveness contributes greatly to student academic outcomes, yet there is variation in teacher effectiveness within and across schools, including significant inequity in students' access to effective teachers, particularly for students from low-income backgrounds, students of color, English learners, and students with disabilities. As such, it is essential to attract and retain a well-qualified, experienced, effective, and diverse pool of skilled educators who are prepared to teach diverse learners (*e.g.*, through co-teaching models, dual certifications, universal design for learning), particularly in High-Need Schools.

Many States and LEAs have worked to create and improve their comprehensive HCMS, and LEAs have invested in high-quality educator evaluation and support systems in order to improve recruitment and retention efforts, provide educators with meaningful feedback and targeted Evidence-Based professional development, and use information across multiple indicators of educator performance to inform key school- and district-level decisions. In contrast to earlier Teacher Incentive Fund (TIF) competitions, the Department, in the 2017 and 2020 TSL competitions, as well as the 2016 Teacher Incentive Fund (TIF) competition, funded projects that encompassed broader HCMS, including spending decisions related to professional development, that supported sustainable performance-based compensation. These competitions focused on projects under which grantees deployed a variety of human capital management strategies throughout an educator's career trajectory (*e.g.*, from pre-service through retention) to help support and sustain the grantees' PBCS. For example, several grantees in these cohorts developed and implemented career ladders to give educators opportunities for leadership and advancement inside and outside the classroom, using program funds to supplement the salaries of master mentor teachers.

Thus, through the two absolute priorities included in this notice, the Department seeks to ensure that this competition supports States and LEAs in their efforts to implement goals and objectives in ESEA consolidated State plans as well as lessons learned from close to two decades of investment and research in HCMS and PBCS.

The Department has established a new definition of High-Need Schools that clarifies the requirement that TSL program activities primarily serve High-Need Schools, and Absolute Priority 2 addresses the extent to which TSL-funded grant project activities are concentrated in High-Need Schools. The Department established the definition and priority based on lessons learned from recent TSL competitions, which highlighted the need to better target the

[1] Throughout this notice, all defined terms are denoted with capitals.

program to educators and students in High-Need Schools.

In addition to Absolute Priority 2, which reinforces the need to serve educators primarily in High-Need Schools, this notice includes two competitive preference priorities aimed at diversifying and strengthening the educator workforce. Competitive Preference Priority 1, Supporting Educators and their Professional Growth, emphasizes the importance of promoting the continued development and growth of educators, including through leadership opportunities. This competitive preference priority focuses on activities that are designed to attract and retain a well-qualified, experienced, effective, and diverse pool of skilled educators. Competitive Preference Priority 2, Increasing Educator Diversity, highlights the critical need to increase the diversity of the educator workforce, to help ensure equity in our education system for the benefit of all students. This competitive preference priority focuses on activities that are designed to address educator diversity through a broader lens of equity and inclusion, with an emphasis on outreach, recruitment, preparation, support, and retention.

Priorities: This notice contains two absolute priorities and two competitive preference priorities. In accordance with 34 CFR 75.105(b)(2)(v), Absolute Priority 1 is from ESEA section 2212(e)(1) and (2); and Absolute Priority 2 is from the TSL notice of final priority and definition published elsewhere in this issue of the **Federal Register** (TSL NFP). In accordance with 34 CFR 75.105(b)(2)(ii), Competitive Preference Priorities 1 and 2 are from the Effective Educator Development (EED) notice of final priorities published elsewhere in this issue of the **Federal Register** (EED NFP).

Absolute Priority: For FY 2021 and any subsequent year in which we make awards from the list of unfunded applications from this competition, these priorities are absolute priorities. Under 34 CFR 75.105(c)(3), we consider only applications that meet both absolute priorities.

These priorities are:

Absolute Priority 1: Human Capital Management Systems (HCMS) or Performance Based Compensation Systems (PBCS).

Under this priority, eligible applicants must propose a project to develop, implement, improve, or expand, in collaboration with teachers, principals, other School Leaders, and members of the public, a PBCS or HCMS.

Applicants that propose to use grant funds, under ESEA section 2212(e)(2)(A), to develop or improve an evaluation and support system as part of an HCMS, in responding to this priority, must describe how such system—

(a) Reflects clear and fair measures of educator performance, based in part on demonstrated improvement in student academic achievement; and

(b) Provides educators with ongoing, differentiated, targeted, and personalized support and feedback for improvement, including professional development opportunities designed to increase effectiveness.

Absolute Priority 2: High-Need Schools.

Under this priority, eligible applicants must concentrate proposed activities on teachers, principals, or other School Leaders serving in High-Need Schools.

In order to demonstrate that the TSL project is concentrated in High-Need Schools, the applicant must—

(a) Provide the requested data in paragraph (c) of this priority to demonstrate that at least the majority of the schools participating in the proposed project are High-Need Schools and describe how the TSL-assisted grant activities are focused on those schools;

(b) Include a list of all schools in which the proposed TSL-funded project would be implemented and indicate which schools are High-Need Schools; and

(c) Provide the most recently available school-level data supporting each school's designation as a High-Need School.

Competitive Preference Priorities: For FY 2021 and any subsequent year in which we make awards from the list of unfunded applications from this competition, these priorities are competitive preference priorities. Under 34 CFR 75.105(c)(2)(i), we award up to 5 points to an application, depending on how well the application meets Competitive Preference Priority 1. We award up to an additional 5 points to an application depending on how well the application meets Competitive Preference Priority 2. An application may be awarded a maximum of 10 additional points under the competitive preference priorities.

These priorities are:

Competitive Preference Priority 1—Supporting Educators and Their Professional Growth. (up to 5 points)

Projects that are designed to increase the number and percentage of well-prepared, experienced, effective, and diverse educators—which may include one or more of the following: Teachers, principals, paraprofessionals, or other School Leaders as defined in section 8101(44) of the ESEA—through Evidence-Based strategies incorporating one or more of the following:

(a) Adopting, implementing, or expanding efforts to recruit, select, prepare, support, and develop talented individuals—to serve as mentors, instructional coaches, principals, or School Leaders in High-Need Schools who have the knowledge and skills to significantly improve instruction.

(b) Implementing practices or strategies that support High-Need Schools in recruiting, preparing, hiring, supporting, developing, and retaining qualified, experienced, effective, and diverse educators.

(c) Increasing the number of teachers with State or national advanced educator certification or certification in a teacher shortage area, as determined by the Secretary, such as special education or bilingual education.

(d) Providing high-quality professional development opportunities to all educators in High-Need Schools on meeting the needs of diverse learners, including students with disabilities and English learners.

Competitive Preference Priority 2—Increasing Educator Diversity. (up to 5 points)

Under this priority, applicants must develop projects that are designed to improve the recruitment, outreach, preparation, support, development, and retention of a diverse educator workforce through adopting, implementing, or expanding one or more of the following:

(a) Educator candidate support and preparation strategies and practices focused on underrepresented teacher candidates, and which may include "grow your own programs," which typically recruit middle or high school students, paraprofessionals, or other school staff and provide them with clear pathways and intensive support to enter the teaching profession.

(b) Professional growth and leadership opportunities for diverse educators, including opportunities to influence school, district, or State policies and practices in order to improve educator diversity.

(c) High-quality professional development on addressing bias in instructional practice and fostering an inclusive, equitable, and supportive workplace and school climate for educators.

(d) Data systems, timelines, and action plans for promoting inclusive and bias-free human resources practices that promote and support development of educator and school leader diversity.

Application Requirements: For FY 2021 and any subsequent year in which we make awards from the list of

unfunded applications from this competition, the following application requirements from ESEA section 2212(c) apply.

Each eligible applicant desiring a grant under this program must submit an application that contains—

(i) A description of the PBCS or HCMS that the eligible entity proposes to develop, implement, improve, or expand through the grant;

(ii) A description of the most significant gaps or insufficiencies in student access to effective educators in High-Need Schools, including gaps or inequities in how effective educators are distributed across the LEA, as identified using factors such as data on school resources, staffing patterns, school environment, educator support systems, and other school-level factors;

(iii) A description and evidence of the support and commitment from educators, which may include charter School Leaders, in the school (including organizations representing educators), the community, and the LEA to the activities proposed under the grant;

(iv) A description of how the eligible entity will develop and implement a fair, rigorous, valid, reliable, and objective process to evaluate educator performance under the system that is based in part on measures of student academic achievement, including the baseline performance against which evaluations of improved performance will be made;

(v) A description of the LEAs or schools to be served under the grant, including student academic achievement, demographic, and socioeconomic information;

(vi) A description of the effectiveness of educators in the LEA and the schools to be served under the grant and the extent to which the system will increase the effectiveness of educators in such schools;

(vii) A description of how the eligible entity will use grant funds under this subpart in each year of the grant, including a timeline for implementation of such activities;

(viii) A description of how the eligible entity will continue the activities assisted under the grant after the grant period ends;

(ix) A description of the State, local, or other public or private funds that will be used to supplement the grant, including funds under Title II, part A of the ESEA, and sustain the activities assisted under the grant after the end of the grant period;

(x) A description of the rationale for the project; how the proposed activities are Evidence-Based; and, if applicable, the prior experience of the eligible entity in developing and implementing such activities; and

(xi) A description of how grant activities will be evaluated, monitored, and publicly reported.

Definitions: The definitions of "Human Capital Management System" and "Performance-Based Compensation System" are from section 2211 of the ESEA. The definitions of "Evidence-Based" and "School Leader" are from section 8101 of the ESEA (20 U.S.C. 7801). The definitions of "Baseline," "Demonstrates a Rationale," "Experimental Study," "Logic Model," "Moderate Evidence," "Project Component," "Promising Evidence," "Quasi-Experimental Design study," "Relevant Outcome," "Strong Evidence," and "What Works Clearinghouse Handbooks (WWC Handbooks)" are from 34 CFR 77.1. The definition of "High-Need School" is from the TSL NFP. These definitions apply to the FY 2021 grant competition and any subsequent year in which we make awards from the list of unfunded applications from this competition.

Baseline means the starting point from which performance is measured and targets are set.

Demonstrates a Rationale means a key Project Component included in the project's Logic Model is informed by research or evaluation findings that suggest the Project Component is likely to improve Relevant Outcomes.

Evidence-Based, when used with respect to a State, LEA, or school activity, means an activity, strategy, or intervention that—

(1) Demonstrates a statistically significant effect on improving student outcomes or other Relevant Outcomes based on—

(i) Strong Evidence from at least one well-designed and well-implemented Experimental Study;

(ii) Moderate Evidence from at least one well-designed and well-implemented Quasi-Experimental Design Study; or

(iii) Promising Evidence from at least one well-designed and well-implemented correlational study with statistical controls for selection bias; or

(ii)(A) Demonstrates a Rationale based on high-quality research findings or positive evaluation that such activity, strategy, or intervention is likely to improve student outcomes or other Relevant Outcomes; and

(2) Includes ongoing efforts to examine the effects of such activity, strategy, or intervention.

Experimental Study means a study that is designed to compare outcomes between two groups of individuals (such as students) that are otherwise equivalent except for their assignment to either a treatment group receiving a Project Component or a control group that does not. Randomized controlled trials, regression discontinuity design studies, and single-case design studies are the specific types of experimental studies that, depending on their design and implementation (*e.g.*, sample attrition in randomized controlled trials and regression discontinuity design studies), can meet What Works Clearinghouse (WWC) standards without reservations as described in the WWC Handbooks:

(1) A randomized controlled trial employs random assignment of, for example, students, teachers, classrooms, or schools to receive the Project Component being evaluated (the treatment group) or not to receive the Project Component (the control group).

(2) A regression discontinuity design study assigns the Project Component being evaluated using a measured variable (*e.g.*, assigning students reading below a cutoff score to tutoring or developmental education classes) and controls for that variable in the analysis of outcomes.

(3) A single-case design study uses observations of a single case (*e.g.*, a student eligible for a behavioral intervention) over time in the absence and presence of a controlled treatment manipulation to determine whether the outcome is systematically related to the treatment.

High-Need School means a school with 50 percent or more of its enrollment from low-income families as calculated using—

(1) The number of children eligible for a free or reduced-price lunch under the National School Lunch Program (NSLP) (or, if an LEA does not participate in the NSLP, comparable data from another source such as a survey);

(2) If an LEA has one or more schools that participate in the Community Eligibility Provision (CEP) of the NSLP, for any of its schools (*i.e.*, CEP and non-CEP schools), the method in paragraph (1) of this definition or an alternative method approved by the Department; and

(3) For middle and high schools, data from feeder schools that can establish that the middle or high school is a High-Need School under paragraph (1) or (2) of this definition.

Human Capital Management System (HCMS) means a system—

(1) By which an LEA makes and implements human capital decisions, such as decisions on preparation, recruitment, hiring, placement, retention, dismissal, compensation,

professional development, tenure, and promotion; and

(2) That includes a performance-based compensation system.

Logic Model (also referred to as a theory of action) means a framework that identifies key Project Components of the proposed project (*i.e.*, the active "ingredients" that are hypothesized to be critical to achieving the Relevant Outcomes) and describes the theoretical and operational relationships among the key Project Components and Relevant Outcomes.

Moderate Evidence means that there is evidence of effectiveness of a key Project Component in improving a Relevant Outcome for a sample that overlaps with the populations or settings proposed to receive that component, based on a relevant finding from one of the following:

(1) A practice guide prepared by the WWC using version 2.1, 3.0, 4.0, or 4.1 of the WWC Handbooks reporting a "strong evidence base" or "moderate evidence base" for the corresponding practice guide recommendation;

(2) An intervention report prepared by the WWC using version 2.1, 3.0, 4.0, or 4.1 of the WWC Handbooks reporting a "positive effect" or "potentially positive effect" on a Relevant Outcome based on a "medium to large" extent of evidence, with no reporting of a "negative effect" or "potentially negative effect" on a Relevant Outcome; or

(3) A single Experimental Study or Quasi-Experimental Design Study reviewed and reported by the WWC using version 2.1, 3.0, 4.0, or 4.1 of the WWC Handbooks, or otherwise assessed by the Department using version 4.1 of the WWC Handbooks, as appropriate, and that—

(i) Meets WWC standards with or without reservations;

(ii) Includes at least one statistically significant and positive (*i.e.*, favorable) effect on a relevant outcome;

(iii) Includes no overriding statistically significant and negative effects on relevant outcomes reported in the study or in a corresponding WWC intervention report prepared under version 2.1, 3.0, 4.0, or 4.1 of the WWC Handbooks; and

(iv) Is based on a sample from more than one site (*e.g.*, State, county, city, school district, or postsecondary campus) and includes at least 350 students or other individuals across sites. Multiple studies of the same Project Component that each meet requirements in paragraphs (3)(i), (ii), and (iii) of this definition may together satisfy the requirement in this paragraph (3)(iv).

Performance-Based Compensation System (PBCS) means a system of compensation for teachers, principals, or other School Leaders—

(1) That differentiates levels of compensation based in part on measurable increases in student academic achievement; and

(2) Which may include—

(i) Differentiated levels of compensation, which may include bonus pay, on the basis of the employment responsibilities and success of effective teachers, principals, or other School Leaders in hard-to-staff schools or high-need subject areas; and

(ii) Recognition of the skills and knowledge of teachers, principals, or other School Leaders as demonstrated through—

(A) Successful fulfillment of additional responsibilities or job functions, such as teacher leadership roles; and

(B) Evidence of professional achievement and mastery of content knowledge and superior teaching and leadership skills.

Project Component means an activity, strategy, intervention, process, product, practice, or policy included in a project. Evidence may pertain to an individual Project Component or to a combination of Project Components (*e.g.*, training teachers on instructional practices for English learners and follow-on coaching for these teachers).

Promising Evidence means that there is evidence of the effectiveness of a key Project Component in improving a Relevant Outcome, based on a relevant finding from one of the following:

(1) A practice guide prepared by WWC reporting a "strong evidence base" or "moderate evidence base" for the corresponding practice guide recommendation;

(2) An intervention report prepared by the WWC reporting a "positive effect" or "potentially positive effect" on a Relevant Outcome with no reporting of a "negative effect" or "potentially negative effect" on a Relevant Outcome; or

(3) A single study assessed by the Department, as appropriate, that—

(i) Is an Experimental Study, a Quasi-Experimental Design Study, or a well-designed and well-implemented correlational study with statistical controls for selection bias (*e.g.*, a study using regression methods to account for differences between a treatment group and a comparison group); and

(ii) Includes at least one statistically significant and positive (*i.e.*, favorable) effect on a Relevant Outcome.

Quasi-Experimental Design Study means a study using a design that attempts to approximate an Experimental Study by identifying a comparison group that is similar to the treatment group in important respects. This type of study, depending on design and implementation (*e.g.*, establishment of baseline equivalence of the groups being compared), can meet WWC standards with reservations, but cannot meet WWC standards without reservations, as described in the WWC Handbooks.

Relevant Outcome means the student outcome(s) or other outcome(s) the key Project Component is designed to improve, consistent with the specific goals of the program.

School Leader means a principal, assistant principal, or other individual who is—

(1) An employee or officer of an elementary school or secondary school, LEA, or other entity operating an elementary school or secondary school; and

(2) Responsible for the daily instructional leadership and managerial operations in the elementary school or secondary school building.

Strong Evidence means that there is evidence of the effectiveness of a key Project Component in improving a Relevant Outcome for a sample that overlaps with the populations and settings proposed to receive that component, based on a relevant finding from one of the following:

(1) A practice guide prepared by the WWC using version 2.1, 3.0, 4.0, or 4.1 of the WWC Handbooks reporting a "strong evidence base" for the corresponding practice guide recommendation;

(2) An intervention report prepared by the WWC using version 2.1, 3.0, 4.0, or 4.1 of the WWC Handbooks reporting a "positive effect" on a Relevant Outcome based on a "medium to large" extent of evidence, with no reporting of a "negative effect" or "potentially negative effect" on a Relevant Outcome; or

(3) A single Experimental Study reviewed and reported by the WWC using version 2.1, 3.0, 4.0, or 4.1 of the WWC Handbooks, or otherwise assessed by the Department using version 4.1 of the WWC Handbooks, as appropriate, and that—

(i) Meets WWC standards without reservations;

(ii) Includes at least one statistically significant and positive (*i.e.*, favorable) effect on a Relevant Outcome;

(iii) Includes no overriding statistically significant and negative effects on Relevant Outcomes reported in the study or in a corresponding WWC intervention report prepared under

version 2.1, 3.0, 4.0, or 4.1 of the WWC Handbooks; and

(iv) Is based on a sample from more than one site (*e.g.*, State, county, city, school district, or postsecondary campus) and includes at least 350 students or other individuals across sites. Multiple studies of the same Project Component that each meet requirements in paragraphs (3)(i), (ii), and (iii) of this definition may together satisfy the requirement in this paragraph (3)(iv).

What Works Clearinghouse (WWC) Handbooks (WWC Handbooks) means the standards and procedures set forth in the WWC Standards Handbook, Versions 4.0 or 4.1, and WWC Procedures Handbook, Versions 4.0 or 4.1, or in the WWC Procedures and Standards Handbook, Version 3.0 or Version 2.1 (all incorporated by reference, see § 77.2). Study findings eligible for review under WWC standards can meet WWC standards without reservations, meet WWC standards with reservations, or not meet WWC standards. WWC practice guides and intervention reports include findings from systematic reviews of evidence as described in the Handbooks documentation.

Note: The What Works Clearinghouse Procedures and Standards Handbook (Version 3.0), as well as the more recent What Works Clearinghouse Handbooks released in October 2017 (Version 4.0) and January 2020 (Version 4.1), are available at *https://ies.ed.gov/ncee/wwc/Handbooks.*

Program Authority: Sections 2211–2213 of the ESEA.

Note: Projects will be awarded and must be operated in a manner consistent with the nondiscrimination requirements contained in Federal civil rights laws.

Applicable Regulations: (a) The Education Department General Administrative Regulations in 34 CFR parts 75, 77, 79, 81, 82, 84, 86, 97, 98, and 99. (b) The Office of Management and Budget Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485. (c) The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR part 200, as adopted and amended as regulations of the Department in 2 CFR part 3474. (d) TSL NFP. (e) EED NFP.

Note: The regulations in 34 CFR part 86 apply to institutions of higher education only.

II. Award Information

Type of Award: Discretionary grants.

Estimated Available Funds: $88,060,000 for new awards.

Contingent upon the availability of funds and the quality of applications, we may make additional awards in subsequent years from the list of unfunded applications from this competition.

Estimated Range of Awards: $500,000 to $8.5 million.

Note: The Department estimates a wide range of awards, given the potentially large differences in the scope of funded projects, including the size and number of participating LEAs.

Estimated Average Size of Awards: $4,000,000.

Estimated Number of Awards: 20–25.

Note: The Department is not bound by any estimates in this notice.

Project Period: Up to 36 months.

III. Eligibility Information

1. *Eligible Applicants:*

(a) An LEA, including a charter school that is an LEA, or a consortium of LEAs; [2]

(b) A State educational agency (SEA) or other State agency designated by the Chief Executive of a State to participate;

(c) The Bureau of Indian Education; or

(d) A partnership [3] consisting of—

(i) One or more agencies described in paragraph (a), (b), or (c); and

(ii) At least one nonprofit organization as defined in 2 CFR 200.70 or at least one for-profit entity.

Note: An LEA may receive (whether individually or as part of a consortium or partnership) a grant under the TSL program only twice.

Note: The Secretary considers all schools funded by the Department of Interior's Bureau of Indian Education to be LEAs under section 8101(30)(C) of the ESEA.

Note: If you are a nonprofit organization, under 34 CFR 75.51, you may demonstrate your nonprofit status by providing: (1) Proof that the Internal Revenue Service currently recognizes the applicant as an organization to which contributions are tax deductible under section 501(c)(3) of the Internal Revenue Code; (2) a statement from a State taxing body or the State attorney general certifying that the organization is a nonprofit organization operating within the State and that no part of its net earnings may lawfully benefit any private shareholder or individual; (3) a certified copy of the applicant's certificate of incorporation or similar document if it clearly establishes the nonprofit status of the applicant; or (4) any item described above if that item applies to a State or national parent organization, together with a statement by the State or parent organization that the applicant is a local nonprofit affiliate.

2. a. *Cost Sharing or Matching:* Under section 2212(f) of the ESEA, each grant recipient must provide from non-Federal sources an amount equal to 50 percent of the amount of the grant (which may be provided in cash or in kind), to carry out the activities supported by the grant. Applicants and grantees should budget relative to each annual award of TSL grant funds. Applicants are strongly encouraged to take this requirement into account when requesting Federal funds and limit their requests appropriately. Applicants should verify that their budgets reflect both the requested Federal award amount and the matching contribution with appropriate cost allocations. TSL Matching Formula: Total Project Cost multiplied by .67 equals Federal Award Amount.

b. *Supplement-Not-Supplant:* This program involves supplement-not-supplant funding requirements. In accordance with section 2212(g) of the ESEA, funds made available under this program must be used to supplement, and not supplant, other Federal or State funds that would otherwise be expended to carry out activities under this program. The Secretary considers all schools funded by the Department of Interior's Bureau of Indian Education to be LEAs, and the funds that these schools receive from the Department of Interior's annual appropriation to be neither Federal nor State funds. Further, the prohibition against supplanting also means that grantees seeking to charge indirect costs to TSL funds will need to use their negotiated restricted indirect cost rates. See 34 CFR 75.563 for more information.

c. *Indirect Cost Rate Information:* This program uses a restricted indirect cost rate. For more information regarding indirect costs, or to obtain a negotiated indirect cost rate, please see *www2.ed.gov/about/offices/list/ocfo/intro.html.*

d. *Administrative Cost Limitation:* This program does not include any program-specific limitation on administrative expenses. All administrative expenses must be reasonable and necessary and conform to Cost Principles described in 2 CFR part 200 subpart E of the Uniform Guidance.

[2] Consistent with ESEA section 2212(b)(3), an LEA may receive a TSL grant (whether individually or as part of an eligible consortium or partnership) only twice.

[3] *See* Id.

3. *Subgrantees:* Under 34 CFR 75.708(b) and (c), a grantee under this competition may award subgrants to directly carry out project activities described in its application to the following types of entities: LEAs, SEAs, nonprofit organizations or for-profit organizations. The grantee may award subgrants to entities it has identified in an approved application.

4. *Renewal:* Under section 2212(b)(2) of the ESEA, the Secretary may renew a grant awarded under this section for up to two additional years if the grantee demonstrates to the Secretary that the grantee is effectively using funds. Such renewal may include allowing the grantee to scale up or replicate the successful program.

Note: During the third year of the project period for grants awarded under this competition, if the Department exercises the option to offer an opportunity for renewals, the Department will provide grantees with information on the renewal process. This additional funding is intended not only to support continuation of approved project activities, but also to encourage scaling, replication, and sustainability efforts and strategies. In making decisions on whether to award a two-year renewal award, we intend to review performance data submitted in regularly required reporting, as well as potentially request narrative information to be assessed using selection criteria from 34 CFR 75.210.

IV. Application and Submission Information

1. *Application Submission Instructions:* Applicants are required to follow the Common Instructions for Applicants to Department of Education Discretionary Grant Programs, published in the **Federal Register** on February 13, 2019 (84 FR 3768) and available at *www.govinfo.gov/content/pkg/FR-2019-02-13/pdf/2019-02206.pdf,* which contain requirements and information on how to submit an application.

2. *Submission of Proprietary Information:* Given the types of projects that may be proposed in applications for TSL, your application may include business information that you consider proprietary. In 34 CFR 5.11, we define "business information" and describe the process we use in determining whether any of that information is proprietary and, thus, protected from disclosure under Exemption 4 of the Freedom of Information Act (5 U.S.C. 552, as amended). Because we plan to make successful applications available to the public, you may wish to request confidentiality of business information. Consistent with Executive Order 12600, please designate in your application any information that you believe is exempt from disclosure under Exemption 4. In the appropriate Appendix section of your application, under "Other Attachments Form," please list the page number or numbers on which we can find this information. For additional information please see 34 CFR 5.11(c).

3. *Intergovernmental Review:* This program is subject to Executive Order 12372 and the regulations in 34 CFR part 79. Information about Intergovernmental Review of Federal Programs under Executive Order 12372 is in the application package for this program. Please note that, under 34 CFR 79.8(a), we have shortened the standard 60-day intergovernmental review period in order to make awards by the end of FY 2021.

4. *Funding Restrictions:* We reference regulations outlining funding restrictions in the *Applicable Regulations* section of this notice.

5. *Recommended Page Limit:* The application narrative is where you, the applicant, address the selection criteria that reviewers use to evaluate your application. We recommend that you (1) limit the application narrative to no more than 40 pages and (2) use the following standards:

- A "page" is 8.5" x 11", on one side only, with 1" margins at the top, bottom, and both sides.
- Double space (no more than three lines per vertical inch) all text in the application narrative, including titles, headings, footnotes, quotations, references, and captions, as well as all text in charts, tables, figures, and graphs.
- Use a font that is either 12 point or larger or no smaller than 10 pitch (characters per inch).
- Use one of the following fonts: Times New Roman, Courier, Calibri, or Arial.

The recommended page limit does not apply to the cover sheet; the budget section, including the narrative budget justification; the assurances and certifications; or the one-page abstract, the resumes, the bibliography, or the letters of support. However, the recommended page limit does apply to all of the application narrative.

6. *Notice of Intent to Apply:* The Department will be able to review grant applications more efficiently if we know the approximate number of applicants who intend to apply. Therefore, we strongly encourage each potential applicant to notify us of the applicant's intent to submit an application. To do so, please email *TSL@ed.gov* with the subject line "Intent to Apply," and include the applicant's name and contact person's name and email address by July 30, 2021. Applicants that do not submit a notice of intent to apply may still apply for funding; applicants that do submit a notice of intent to apply are not bound to apply or bound by the information provided.

V. Application Review Information

1. *Selection Criteria:* The following selection criteria for this competition are from 34 CFR 75.210. The maximum score for all of the selection criteria is 100 points. The maximum score for each criterion is included in parentheses following its title.

(a) *Need for project* (25 points)

(1) The Secretary considers the need for the proposed project.

(2) In determining evidence of the need for the proposed project, the Secretary considers the following factors:

(i) The extent to which specific gaps or weaknesses in services, infrastructure, or opportunities have been identified and will be addressed by the proposed project, including the nature and magnitude of those gaps or weaknesses.

(ii) The extent to which the proposed project will integrate with or build on similar or related efforts to improve Relevant Outcomes using existing funding streams from other programs or policies supported by community, State, and Federal resources.

(iii) The extent to which the proposed project is part of a comprehensive effort to improve teaching and learning and support rigorous academic standards for students.

(iv) The extent to which the design of the proposed project is appropriate to, and will successfully address, the needs of the target population or other identified needs.

(b) *Quality of the project design* (30 points)

(1) The Secretary considers the quality of the design of the proposed project.

(2) In determining the quality of the design of the proposed project, the Secretary considers the following factors:

(i) The extent to which the proposed project Demonstrates a Rationale.

(ii) The extent to which the design of the proposed project includes a thorough, high-quality review of the relevant literature, a high-quality plan for project implementation, and the use of appropriate methodological tools to ensure successful achievement of project objectives.

(iii) The extent to which the methods of evaluation will provide performance

feedback and permit periodic assessment of progress toward achieving intended outcomes.

(c) *Quality of the management plan* (20 points)

(1) The Secretary considers the quality of the management plan for the proposed project.

(2) In determining the quality of the management plan for the proposed project, the Secretary considers the adequacy of the management plan to achieve the objectives of the proposed project on time and within budget, including clearly defined responsibilities, timelines, and milestones for accomplishing project tasks.

(d) *Adequacy of resources* (25 points)

(1) The Secretary considers the adequacy of resources for the proposed project.

(2) In determining the adequacy of resources for the proposed project, the Secretary considers the following factors:

(i) The likelihood that the proposed project will result in system change or improvement.

(ii) The extent to which the proposed project is likely to build local capacity to provide, improve, or expand services that address the needs of the target population.

(iii) The extent to which the applicant demonstrates that it has the resources to operate the project beyond the length of the grant, including a multi-year financial and operating model and accompanying plan; the demonstrated commitment of any partners; evidence of broad support from stakeholders (*e.g.*, SEAs, teachers' unions) critical to the project's long-term success; or more than one of these types of evidence.

2. *Review and Selection Process:* We remind potential applicants that in reviewing applications in any discretionary grant competition, the Secretary may consider, under 34 CFR 75.217(d)(3), the past performance of the applicant in carrying out a previous award, such as the applicant's use of funds, achievement of project objectives, and compliance with grant conditions. The Secretary may also consider whether the applicant failed to submit a timely performance report or submitted a report of unacceptable quality.

In addition, in making a competitive grant award, the Secretary requires various assurances, including those applicable to Federal civil rights laws that prohibit discrimination in programs or activities receiving Federal financial assistance from the Department (34 CFR 100.4, 104.5, 106.4, 108.8, and 110.23).

3. *Risk Assessment and Specific Conditions:* Consistent with 2 CFR 200.206, before awarding grants under this competition the Department conducts a review of the risks posed by applicants. Under 2 CFR 200.208, the Secretary may impose specific conditions, and under 2 CFR 3474.10 in appropriate circumstances, high-risk conditions on a grant if the applicant or grantee is not financially stable; has a history of unsatisfactory performance; has a financial or other management system that does not meet the standards in 2 CFR part 200, subpart D; has not fulfilled the conditions of a prior grant; or is otherwise not responsible.

4. *Integrity and Performance System:* If you are selected under this competition to receive an award that over the course of the project period may exceed the simplified acquisition threshold (currently $250,000), under 2 CFR 200.206(a)(2) we must make a judgment about your integrity, business ethics, and record of performance under Federal awards—that is, the risk posed by you as an applicant—before we make an award. In doing so, we must consider any information about you that is in the integrity and performance system (currently referred to as the Federal Awardee Performance and Integrity Information System (FAPIIS)), accessible through the System for Award Management. You may review and comment on any information about yourself that a Federal agency previously entered and that is currently in FAPIIS.

Please note that, if the total value of your currently active grants, cooperative agreements, and procurement contracts from the Federal Government exceeds $10,000,000, the reporting requirements in 2 CFR part 200, Appendix XII, require you to report certain integrity information to FAPIIS semiannually. Please review the requirements in 2 CFR part 200, Appendix XII, if this grant plus all the other Federal funds you receive exceed $10,000,000.

5. *In General:* In accordance with the Office of Management and Budget's guidance located at 2 CFR part 200, all applicable Federal laws, and relevant Executive guidance, the Department will review and consider applications for funding pursuant to this notice inviting applications in accordance with—

(a) Selecting recipients most likely to be successful in delivering results based on the program objectives through an objective process of evaluating Federal award applications (2 CFR 200.205);

(b) Prohibiting the purchase of certain telecommunication and video surveillance services or equipment in alignment with section 889 of the National Defense Authorization Act of 2019 (Pub. L. 115—232) (2 CFR 200.216);

(c) Providing a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States (2 CFR 200.322); and

(d) Terminating agreements in whole or in part to the greatest extent authorized by law if an award no longer effectuates the program goals or agency priorities (2 CFR 200.340).

VI. Award Administration Information

1. *Award Notices:* If your application is successful, we notify your U.S. Representative and U.S. Senators and send you a Grant Award Notification (GAN); or we may send you an email containing a link to access an electronic version of your GAN. We may notify you informally, also.

If your application is not evaluated or not selected for funding, we notify you.

2. *Administrative and National Policy Requirements:* We identify administrative and national policy requirements in the application package and reference these and other requirements in the *Applicable Regulations* section of this notice.

We reference the regulations outlining the terms and conditions of an award in the *Applicable Regulations* section of this notice and include these and other specific conditions in the GAN. The GAN also incorporates your approved application as part of your binding commitments under the grant.

3. *Open Licensing Requirements:* Unless an exception applies, if you are awarded a grant under this competition, you will be required to openly license to the public grant deliverables created in whole, or in part, with Department grant funds. When the deliverable consists of modifications to pre-existing works, the license extends only to those modifications that can be separately identified and only to the extent that open licensing is permitted under the terms of any licenses or other legal restrictions on the use of pre-existing works. Additionally, a grantee or subgrantee that is awarded competitive grant funds must have a plan to disseminate these public grant deliverables. This dissemination plan can be developed and submitted after your application has been reviewed and selected for funding. For additional information on the open licensing requirements please refer to 2 CFR 3474.20.

4. *Reporting:* (a) If you apply for a grant under this competition, you must ensure that you have in place the

necessary processes and systems to comply with the reporting requirements in 2 CFR part 170 should you receive funding under the competition. This does not apply if you have an exception under 2 CFR 170.110(b).

(b) At the end of your project period, you must submit a final performance report, including financial information, as directed by the Secretary. If you receive a multiyear award, you must submit an annual performance report that provides the most current performance and financial expenditure information as directed by the Secretary under 34 CFR 75.118. The Secretary may also require more frequent performance reports under 34 CFR 75.720(c). For specific requirements on reporting, please go to *www.ed.gov/fund/grant/apply/appforms/appforms.html.*

(c) Under 34 CFR 75.250(b), the Secretary may provide a grantee with additional funding for data collection analysis and reporting. In this case the Secretary establishes a data collection period.

Note: In addition, under 34 CFR 75.591, all TSL grantees must cooperate in any evaluation of the program conducted by the Department.

5. *Performance Measures:* The goal of TSL is to support educators, particularly those in High-Need Schools, to raise student academic achievement and close the achievement gap between high- and low-performing students. We have established performance measures for this program: (a) The percentage of teachers and School Leaders within the TSL-assisted schools rated effective or higher by their districts' evaluation and support systems; (b) the percentage of teachers and School Leaders across the participating district(s) that show improvements, over the previous year, on the student growth component of their evaluation rating; (c) the percentage of teachers and School Leaders within the TSL-assisted schools that show improvements, over the previous year, on the student growth component of their evaluation rating; (d) the percentage of teachers and School Leaders in TSL-assisted schools for whom evaluation ratings were used to inform decisions regarding recruitment, hiring, placement, retention, dismissal, professional development, tenure, promotion, or all of the above; (e) the percentage of teachers and School Leaders within the participating district(s) who earned performance-based compensation based on their individual evaluation ratings; (f) the percentage of teachers and School Leaders in TSL-funded schools who earned performance-based compensation based on their individual evaluation ratings; (g) the number of teachers receiving performance compensation disaggregated by race, gender, and where available, disability status; (h) the number of School Leaders receiving performance compensation disaggregated by race, gender, and where available, disability status; and (i) the number of teachers receiving performance compensation for leadership responsibilities disaggregated by race, gender, and where available, disability status.

6. *Continuation Awards:* In making a continuation award under 34 CFR 75.253, the Secretary considers, among other things: Whether a grantee has made substantial progress in achieving the goals and objectives of the project; whether the grantee has expended funds in a manner that is consistent with its approved application and budget; and, if the Secretary has established performance measurement requirements, whether the grantee has made substantial progress in achieving the performance targets in the grantee's approved application.

In making a continuation award, the Secretary also considers whether the grantee is operating in compliance with the assurances in its approved application, including those applicable to Federal civil rights laws that prohibit discrimination in programs or activities receiving Federal financial assistance from the Department (34 CFR 100.4, 104.5, 106.4, 108.8, and 110.23).

VII. Other Information

Accessible Format: On request to the program contact person listed under **FOR FURTHER INFORMATION CONTACT**, individuals with disabilities can obtain this document and a copy of the application package in an accessible format. The Department will provide the requestor with an accessible format that may include Rich Text Format (RTF) or text format (txt), a thumb drive, an MP3 file, braille, large print, audiotape, or compact disc, or other accessible format.

Electronic Access to This Document: The official version of this document is the document published in the **Federal Register**. You may access the official edition of the **Federal Register** and the Code of Federal Regulations at *www.govinfo.gov.* At this site you can view this document, as well as all other documents of this Department published in the **Federal Register**, in text or Portable Document Format (PDF). To use PDF you must have Adobe Acrobat Reader, which is available free at the site.

You may also access documents of the Department published in the **Federal Register** by using the article search feature at *www.federalregister.gov.* Specifically, through the advanced search feature at this site, you can limit your search to documents published by the Department.

Ian Rosenblum,

Deputy Assistant Secretary for Policy and Programs Delegated the Authority to Perform the Functions and Duties of the Assistant Secretary, Office of Elementary and Secondary Education.

[FR Doc. 2021–14714 Filed 7–8–21; 8:45 am]

BILLING CODE 4000–01–P

DEPARTMENT OF ENERGY

[EERE–2021–BT–BC–0013]

Future of Energy Codes Workshop; Reopening of the Public Comment Period

AGENCY: Office of Energy Efficiency and Renewable Energy, Department of Energy.

ACTION: Reopening of the public comment period.

SUMMARY: The U.S. Department of Energy (DOE) is reopening the public comment period for the request for public comments on its public stakeholder workshop on the Future of Energy Codes held June 22 and 24, 2021. DOE published notice of the workshop on June 14, 2021 and requested comments by July 8, 2021. On June 30, 2021, DOE received a request from the American Gas Association, American Public Gas Association, National Association of Home Builders, and National Propane Gas Association to extend the public comment period by 45 days. DOE is reopening the public comment period until July 31, 2021.

DATES: The comment period associated with the Future of Energy Codes Workshop, held on June 22 and 24, 2021 (86 FR 31491) is reopened. DOE will accept stakeholder comments and feedback from the Workshop on or before July 31, 2021.

ADDRESSES: Interested persons are encouraged to submit comments using the Federal eRulemaking Portal at *www.regulations.gov.* Follow the instructions for submitting comments. Alternatively, interested persons may submit comments, identified by docket number EERE–2021–BT–BC–0013 by any of the following methods:

1. *Federal eRulemaking Portal: www.regulations.gov.* Follow the instructions for submitting comments.

2. *Email:* To *buildingenergycodes workshop2021BC0013@ee.doe.gov.* Include docket number EERE–2021–BT–

Hamilton County Department of Education
Exceptional Education Department
3074 Hickory Valley Road
Chattanooga, TN. 37421

MEMORANDUM:

To: Hamilton County Department of Education
Dr. Nakia Towns, Interim Superintendent

From: Mitzi Delker, Director Exceptional Education

Date: August 19, 2021

Re: Exceptional Education – Ratification MOU with Blue Cross Blue Shield for Project SEARCH

This item is for ratification. Ex Ed had to request emergency approval for the MOU for Project Search. Blue Cross Blue Shield would not let the Project Search students start until after the MOU was signed. The scheduled Board Meeting was on August 19th and the students needed to start on August 12th.

The purpose of this agreement is to establish working procedures between Hamilton County Department of Education and Blue Cross Blue Shield to collaborate and cooperate to create a High School Project SEARCH Transition program for eligible students with disabilities. The MOU outlines the roles and responsibilities of the parties as they work in partnership to increase opportunities for students with disabilities. NO funds are needed or requested with this agreement.

Thank you for your consideration of this agreement.

Hamilton County Department of Education
3074 Hickory Valley Road
Chattanooga, Tennessee 37421
Phone 423/498-7020 Fax 423/498-6683

Request for Emergency/Early Approval

MEMORANDUM

To: Hamilton County Board of Education

From: Mitzi Delker, Director Exceptional Education

Date: July 29, 2021

The attached request requires approval of the Board of Education. The reason this item was not submitted within the timeframe necessary for it to be placed on the agenda for a scheduled Board session is as follows:

A decision to allow Project SEARCH to return to the Blue Cross Blue Shield of TN campus on August 12, 2021, was made on May 12, 2021. At that time, the legal department at BCBST finalized an MOU for the 2021-2022 school year. The updated MOU was sent to all partners (Voc. Rehab., Siskin Hospital, Environmental Services) to get signed one at a time starting with Siskin Hospital. Siskin Hospital delayed in signing the MOU and after waiting for over a month for Siskin to sign it with no success, the MOU was then sent to Voc. Rehab. on June 17, 2021, and they signed that same day. The MOU was then passed to Environmental Services on June 17, 2021, and they returned the signed document on June 30, 2021. Siskin Rehabilitation needed more time to review and just recently sent the signed document of agreement on July 20, 2021. BlueCross BlueShield would like all parties' signatures on the document before students start on August 12, 2021 and this is before the August 19th Board Meeting. They will not allow the students on campus without an MOU signed by all parties this is the reason for the emergency approval.

Thank you for considering this request for an emergency approval.

PRINCIPAL or DIRECTOR:

Mitzi Delker

Mitzi Delker, Director
Exceptional Education

ASSOCIATE, DEPUTY, CFO or ASSISTANT SUPERINTENDENT:

DocuSigned by:
Neelie Parker
9B1A1FEFD7D44DA...

Dr. Neelie Parker
Chief Schools Officer Education & Leadership Division

SUPERINTENDENT

Dr. Bryan Johnson

SCHOOL BOARD CHAIRMAN

HCDE Board Chairman

Agreement of Roles and Responsibilities
For Project SEARCH

The Parties to this Memorandum of Understanding are BlueCross BlueShield of Tennessee ("BCBST") as the host business, Hamilton County (TN) Department of Education ("HCDE") as the educational partner, Siskin Hospital for Physical Rehabilitation ("Siskin") as the community rehabilitation partner, Environmental Service System, LLC ("ESS") and the Tennessee Department of Human Services, Division of Vocational Rehabilitation Services ("DVRS").

I. Purpose

The Parties to this Memorandum of Understanding will collaborate and cooperate to create a Project SEARCH Transition program at BCBST for adult students with developmental disabilities, and to foster and facilitate the acquisition of jobs by people with disabilities when possible. This Memorandum of Understanding specifies the roles and responsibilities of the Parties as they work in partnership to increase opportunities for persons with disabilities. The program will be titled "Project SEARCH at BCBST". It is modeled after Project SEARCH at the Cincinnati Children's Hospital Medical Center in Cincinnati, Ohio.

II. Roles and Responsibilities

The Parties agree to the following roles and responsibilities:

A. BCBST will:

- Provide classroom space (with white board or chalk board, small tables to be used as student work areas, chairs, locked cabinet for student files, and computer connections), and Instructor space (separate if possible), with telephone, fax, and photocopy equipment, supplies, computer and internet access.

- Provide a business liaison that is available on a frequent basis to assist with job site development, introduce Project SEARCH staff to the business staff, market the program internally, and attend periodic meetings to discuss, evaluate program progress, and work with the Instructor to reinforce workplace rules.

- Develop 5 – 10 intern work sites and a point of contact at each site for the purpose of teaching competitive, marketable skills to the program participants. Facilitate job analysis of those sites for the Project SEARCH staff.

- Provide access to hiring opportunities if a Project SEARCH participant is appropriate for an internal job opening.

- Provide badges and parking access for Project SEARCH staff.
- Provide managers of departments that are being used as work sites to give direction, feedback and evaluation to students during their internship.
- Provide access to conference space for Open Houses.
- Provide assistance to the Project SEARCH staff through the marketing department, including marketing materials and public relations expertise.
- Establish student eligibility guidelines and select students for program as a participating partner of the Advisory Committee.

B. **HCDE will:**

- Provide a Special Education Instructor with transition experience to teach the program.
- Provide an educational assistant to work with students on work sites throughout BCBST.
- Develop and provide curriculum and instructional materials that encompass employability skills, health and wellness, financial literacy, job readiness and job development. Project SEARCH Curriculum already approved by many Ohio School Districts is housed on the educational platform: www.schoology.com.
- Assist the other Parties with development of an internship program, and coordinate and monitor student activities.
- Facilitate student recruitment activities.
- Facilitate family involvement activities.
- Establish student eligibility guidelines and select students for program as a participating partner of the Advisory Committee.
- Provide travel training for students as necessary before program begins.
- Provide expertise in adaptations and accommodations, and implement as necessary.
- Provide student liability insurance.
- Provide travel reimbursement to teachers for family meetings, job development, etc.
- Secure relationship with DVRS for each student to allow for partial funding of Skills trainer and job development.

- Provide additional support for students, if necessary, such as interpreter service, speech or occupational therapy, transportation, etc.

- Coordinate regular meetings to discuss and evaluate program progress.

- Coordinate monthly meetings to discuss student progress. Invite family and all team members.

- Collect data on student outcomes and report to all partners and enter data into national database.

- Liaison with Cincinnati Project SEARCH for technical assistance, data collection and other issues related to model integrity

- Assist with public relation activities to promote Project SEARCH.

C. **Siskin will:**

- Provide a supervisor to assist in coordinating the planning and implementation efforts and ensure that program is moving forward within the framework of the projected timeline, and to assist in any way necessary to facilitate success of the program.

- Provide skills trainers to work with students on work sites throughout BCBST.

- Work with participating departments to identify intern work site opportunities for individuals with disabilities and perform job analyses.

- Work with human resources staff at BCBST and instructor to examine existing open positions and determine their applicability for people with disabilities and student interns; predetermine high turnover, entry level support positions or other applicable positions for proactive job analysis, and recommend pre-screened applicants to BCBST.

- Assist with classroom set up, curriculum development and work site rotation planning.

- Assist with student recruitment activities.

- Establish student eligibility guidelines and select students for the program as a participating partner of the Advisory Committee.

- Provide travel training for students as necessary before program begins.

- Provide expertise in adaptations and accommodations, and implement as necessary.

- Work with DVRS to assist with obtaining adaptations and accommodations as necessary, and to help secure funding for skills training and job development.

- Provide education and training to BCBST employees regarding supporting people with disabilities in the workplace as necessary.

- Attend regular meetings with team members from the Parties to this Memorandum of Understanding to discuss and evaluate program progress.

- Assist with public relation activities to promote the Project SEARCH program.

- Liaison with Project SEARCH Headquarters at Cincinnati Children's Hospital for technical assistance, data collection and other issues related to model integrity.

D. **DVRS will:**

- Provide funding support for eligible individuals to participate in Project SEARCH at BCBST in accordance with applicable law and rules.

- Provide expertise and assistance in adaptations and job accommodations.

- Establish student eligibility guidelines and select students for program as a participating partner of the Advisory Committee.

- Attend steering committee meetings to discuss and evaluate program progress.

- Participate in interns' employment planning meetings.

- Assist with public relation activities to promote Project SEARCH.

E. **ESS will:**

- Offer intern work sites for program participants,

- Identify tasks and core skills for interns.

- Help develop job descriptions for interns.

- Help determine orientation and training requirements for interns.

- Provide supervision for the interns.

- Suggest new skills as interns master essential functions/core skills.

- Work with supervisor, skills trainer and instructor to identify and address the need for additional skill development.

- Communicate with all Parties.

- Provide evaluations for each intern at the conclusion of the internship.

- Consider interns for permanent employment, when appropriate.

- Provide letters of recommendation for interns, when appropriate.

F. Together the Parties will:

- Work with other community partners to identify additional intern work sites and perform job analyses.

- Coordinate with local, county and regional agencies on education and training for BCBST employees regarding disability employment information.

- Assist with program organization, planning, internship site development, and travel training for community employment.

- Establish student eligibility guidelines and select students for the program as a participating partner of the Advisory Committee.

- Provide expertise in designing individual adaptations and accommodations, and work with outside agencies to provide funding when necessary.

- Attend regular meetings with team members from the Parties to this Memorandum of Understanding to discuss and evaluate program progress.

- Assist with public relation activities to promote the Project SEARCH program.

- Liaison with Project SEARCH Headquarters at Cincinnati Children's Hospital for technical assistance, data collection and other issues related to model integrity.

III. <u>Measurable Objectives</u>:

All Parties will work collaboratively to:

- Provide internship opportunities for 5 – 10 student participants with developmental disabilities per year.

- Assist each intern who completes the program in obtaining competitive employment.

- Develop a minimum of 5-10 internship sites during the first year of the program, and continue to develop work sites as the program progresses.

- Publicize the collaboration and program activities with a minimum of two written materials and two public presentations.

IV. Period of Agreement:

The Effective Period of this Memorandum of Understanding will be ~~July~~ August 1, 2021 to June 30, 2022, provided that the Parties acknowledge and agree that their ability to perform the identified responsibilities throughout the Effective Period may be subject to change based on health and safety requirements or limitations imposed by any of the Parties due to the ongoing COVID-19 pandemic. The Memorandum of Understanding may be renewed for subsequent years with the prior written permission of the Parties. MD

V. Limitation of Agreement:

It is understood among the Parties that this Memorandum of Understanding is not a contract and is not meant to be binding. It is further understood, acknowledged, and agreed that the roles and responsibilities set forth herein are contingent upon the Parties--including any adult students placed with BCBST pursuant to this Memorandum of Understanding--abiding by BCBST's COVID-19 health and safety protocols, procedures, expectations, and requirements.

VI. Relationship of Parties:

No agent or employee of one Party shall be deemed an agent or employee of any other Party. Each Party will be solely and entirely responsible for the acts of its agents, subcontractors, or employees.

This Memorandum of Understanding is executed for the benefit of the Parties and the public generally. It is not intended nor may it be construed to create any third party beneficiaries.

Signatures/Titles:

BlueCross BlueShield of Tennessee	Hamilton County Department of Education
By: _____	By: _____
Printed Name: _____	Printed Name: Dr. Bryan Johnson
Title: _____	Title: Superintendent
Date: _____	Date: 6/3/21

Siskin Hospital for Physical Rehabilitation

By: _____
Printed Name: Matthew A. Gibson, PhD, FACHE
Title: President and CEO
Date: 7-20-2021

Hamilton County Department of Education

By: _____
Printed Name: Joe Wingate
Title: Board Chairman
Date: 8-3-2021

Environmental Service System

By: _____
Printed Name: Brandon Miller
Title: Division Manager
Date: 7-29-21

Division of Vocational Rehabilitation Services

By: _____
Printed Name: Blake Shearer
Title: VR Transition Director/Statewide Project Search Coordinator
Date: 6/17/21

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 HICKORY VALLEY ROAD
CHATTANOOGA, TENNESSEE 37421

MEMORANDUM

TO: Hamilton County Board of Education

Dr. Nakia Towns
Interim Superintendent

FROM: Jennifer Bronson
Chief of Staff

DATE: August 19, 2021

RE: First and Final Reading
Proposed Policy Additions

Based on administration review of State Board policy, the following recommendation has been made for first and final reading.

Policy #	Policy Title	Proposed Revisions/Additions
4.208	Virtual Education Program	New policy.

The changes are presented for first and final read, upon approval will become effective immediately.

Hamilton County Board of Education

Monitoring: Review: Annually in November	Descriptor Term: **Virtual Education Program**	Descriptor Code: 4.208	Issued Date: 08/19/21
		Rescinded:	Revised:

In order to provide students of the Hamilton County Schools a broader range of educational opportunities, the Hamilton County Board of Education hereby authorizes the development of virtual education programs in accordance with T.C.A. §§ 49-16-101-49-16105 and the Rules of the Tennessee Board of Education. For purposes of this policy, "virtual education program" means a course or series of courses offered using technology and does not mean full time attendance at a virtual school.

Providing students a broader range of educational opportunities includes any of the following:

1. Academic remediation or enrichment, or providing students access to a wider range of courses.

2. Continuity of educational service for students who are homebound pursuant to the Rules of the Tennessee Board of Education.

3. Continuity of educational service for students enrolled in an alternative education program.

4. For the 2021-2022 school year continuity of educational service for students who are quarantined due to COVID-19.

Unless a student has an IEP that requires otherwise, virtual education programs must be comprised of individual courses accessed by students in an entirely virtual setting. However, teachers of virtual education program courses may meet with students in-person for non-instructional time such as office hours.

Remote instruction via a virtual education program shall not constitute the majority of a student's total instructional time per school semester unless the student meets one of the following criteria:

1. The student is temporarily receiving all of their instruction via a virtual education program pursuant to a homebound or an alternate educational placement.

2. The student is taking course coursework virtually so they may participate in a work-based learning program or internship that takes place during regular school hours;

3. The student is accessing Advanced Placement (AP) courses or similar advanced coursework virtually; or

4. The student is taking virtual coursework for purposes of credit recovery.

A student may participate in a virtual education program without enrolling a virtual school; provided, however, that the student must be enrolled at the school where the student receives the majority of

his/her instruction each school year. A student's participation in a virtual education program shall be at the discretion of the Administration.

Each school shall maintain attendance policies and procedures for determining when a student is present in a course offered via the virtual education program. Methods of confirming attendance include two or more of the following:

1. Students participating in a phone call with a teacher, with parent or legal guardian support as appropriate for the age of the student;

2. Students participating in synchronous virtual instruction;

3. Students completing work in a learning management system;

4. Students submitting work via hard-copy or virtual formats; or

5. Students complete or submit other work as assigned by the school which shows evidence of engagement with virtual learning.

A student that meets the attendance requirements set forth in the previous paragraph will be considered present and marked with the appropriate attendance code in the district's student information system. A student who fails to meet these requirements will be considered absent according to Hamilton County Board of Education policy 6.200, "Attendance."

Virtual education programs must be taught using district-approved textbooks and instructional materials. Schools must ensure students participating in virtual education programs are given access to instructional materials, technology such as a computer that may be necessary for participation in the virtual program, and offered an internet connection. Students with special needs, including students with disabilities and limited English proficiency, shall not be excluded from enrolling and participating in virtual education programs and must receive all services required by the student's Individualized Education Program (IEP), Section 504 Plan, or Individual Learning Plan (ILP).

Legal References:
T.C.A. §§ 49-16-101–49-16-105
Tennessee State Board of Education Policy 0520-01-03

Cross References:
HCDE Board Policy 6.200, Attendance
HCDE Board Policy 6.310, Alternative School Program
HCDE Board Policy 6.506, Homebound Instruction

Hamilton County Department of Education
Operations Office
3074 Hickory Valley Rd
Chattanooga, TN 37421
(423) 498-7023

Memorandum

To: Hamilton County Board of Education
Dr. Nakia Towns, Interim Superintendent

From: Dr. Justin Robertson
Chief Operations Officer

Date: August 19, 2021

Re: Disciplinary Hearing Authority

As prescribed by T.C.A. § 49-6-3401, Hamilton County Schools has selected 9 certified administrators to serve as the Disciplinary Hearing Authority (DHA) to make decisions on zero tolerance expulsions and long-term suspensions. The DHA will have the authority to determine guilt or innocence of any disciplinary case and, subject to the provisions or T.C.A. §49-6-3401 and Board Policy Nos. 6.302 and 6.3021, appropriate consequences.

The members include, Mr. Bradley Jackson, Campus Support Specialist; Dr. Mary Catherine Gatlin, Principal, Loftis Middle School; Ms. Heidi Moses, Assistant Principal, Ooltewah Middle School; Mr. Michael Calloway, Assistant Principal, Orchard Knob Middle School; Mr. Glenn Perry, Assistant Principal, East Ridge High School; Ms. Crystal Sorrells, Principal, Brainerd High School; Ms. Monica Gordon, Principal, Tyner Middle Academy; Mr. Michael Reese, Assistant Principal, Signal Mountain Middle/High School; and Mr. Christopher James, Principal, Harrison Bay Center.

The Administration recommends your approval of these 9 members.

Hamilton County Department of Education
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

MEMORANDUM

To: Hamilton County Board of Education
Dr. Nakia Towns, Interim Superintendent

From: Dr. Justin Robertson
Chief Operations Officer

Date: August 19, 2021

RE: **SUPPORTING ATHLETIC AND PERFORMING ARTS**

Due to the impact of Covid-19, which resulted in lower participation and ticket sales, our athletic and performing arts programs suffered a significant loss of revenue. We are respectfully requesting the Board invest $300,000.00 from fund balance to provide reimbursement to these programs to assist with deferred expenses associated with operating such activities. Schools have applied for critical requests and will be evaluated based on financial needs by a committee.

Thank you for your consideration of this request.

Hamilton County Department of Education
Operations Office
3074 Hickory Valley Rd
Chattanooga, TN 37421
(423) 498-7023

Memorandum

To: Hamilton County Board of Education
Dr. Nakia Towns, Interim Superintendent

From: Dr. Justin Robertson
Chief Operations Officer

Date: August 19, 2021

Re: School Resource Officer (SRO) Program

Attached is the agreement between the Board of Education and Hamilton County Sherriff's Office for the School Resource Officer (SRO) Program.

We are requesting Board approval to re-establish the School Resource Officer Program for the program period from July 1, 2021 through June 30, 2022.

AGREEMENT

Between

The Board of Education of Hamilton County, Tennessee

And

The Hamilton County Sheriff's Office

For

The School Resource Officer (SRO) Program

This agreement is entered into this _____day of _____, 2021 between the Board of Education of Hamilton County, Tennessee, hereinafter referred to as the "School Board," a public body organized and existing under the Constitution and laws of the State of Tennessee, and the Hamilton County Sheriff's Office, Chattanooga, Tennessee, hereinafter referred to as the "Sheriff." This agreement shall remain in effect from July 1, 2021 through June 30, 2022.

ARTICLE I

A School Resource Officer Program is hereby re-established in the public school system of Hamilton County, Tennessee, for the program period from July 1, 2021 to June 30, 2022. (This timeframe is backdated, retroactive date of July 1, 2021, in order to coincide with the fiscal year calendar.)

The School Board and Sheriff mutually agree as follows:

A. **School Assignments:**
   1. The Sheriff will assign 32 (thirty-two) School Resource Officers to the Hamilton County School District.

B. **That the Sheriff shall:**
   1. Furnish 32 (thirty-two) sworn law enforcement officers to serve as School Resource Officers (hereinafter "SROs") in the Hamilton County School District.
   2. Provide a School Resource Officer Program for the public school system of Hamilton County, Tennessee, as hereinafter described; and
   3. Cause to be provided for and on behalf of the School Board, an allotted number of School Resource Officer's to carry out duties and responsibilities listed in the Attachment.
   4. Cause to be completed and submitted to the School Board, as requested by the School Board, records of any School Resource Officer's interaction with students and participation in school board programs.

C. **The School Board and the Sheriff Recognize:**

1. The potential outstanding benefits of the School Resource Officer Program to the citizens of Hamilton County, Tennessee and particularly to the students of the public school system of Hamilton County, Tennessee; and
2. It is in the best interest of the Board, the Sheriff, and the citizens of Hamilton County to establish this program.

ARTICLE II

The School Resource Officer shall remain an employee of the Hamilton County Sheriff's Office, with all pay and benefits being provided by the Hamilton County Sheriff's Office, and shall not be an employee of the Board of Education of Hamilton County, Tennessee. The Board of Education and the Sheriff acknowledge that the School Resource Officer shall remain within the chain of command of the Hamilton County Sheriff's Office.

The Sheriff shall provide School Resource Officers as follows:

A. **School Resource Officer Appointments—Qualifications and Requirements**

1. The SRO applicant must be a volunteer for the position of School Resource Officer.
2. The SRO applicant must have a high school diploma or GED.
3. Minimum of two (2) years of law enforcement experience is preferred. An Associate's Degree or higher from an accredited university of college if preferred, but not required. Preferably, at least one of the years in law enforcement should be in a local jurisdiction. Requirements may be modified by mutual agreement of the Sheriff and the School Board.
4. The SRO applicant will complete an approved basic SRO school.
5. Additional criteria for consideration for SRO positions are job knowledge, experience, training, education, appearance, attitude, and communication skills.
6. The register of the applicants interviewed shall be forwarded to the Sheriff who shall recommend a Sheriff's Deputy from the register submitted.
7. SROs shall be certified law enforcement officers, as defined in T.C.A 39-11-106; 49-6-4202 and 49-6-4217. Their powers and duties as law enforcement officers shall continue throughout their tenure as a School Resource Officer.
8. SROs abide by school board policies and consult with and coordinate activities through the school principal but SROs shall remain fully responsive to the chain of command of the law enforcement agency in all matters relating to employment.
9. The SRO may be transferred to any school provided:
    a. The Superintendent, or the Superintendent's designee, is notified of the transfer, and
    b. The transfer has the approval of the Sheriff, or the Sheriff's designee.

B. **Number of School Resource Officers**

1. The Sheriff shall assign SROs based upon availability and necessity.
2. For good cause, and based on availability and necessity, the Sheriff may increase or decrease the number of SROs at any given time.
3. The Sheriff or designee shall directly supervise the sheriff's deputy assigned and will:

a. Perform scheduled or non-scheduled visits to the program school.
b. Approve reports, provide leadership, train, direct, evaluate, analyze campus statistics and problem areas, and establish rapport with the school's administration.
c. The Sheriff or his designee will serve as liaison with the School Board.

C. **Regular Duty Hours of School Resource Officers**

1. Each SRO's work year will follow that established by the School board for 10-month teachers. Summer school assignments of SROs will be arranged at the discretion of the Sheriff.
2. A SRO shall be assigned to a school on a full time basis, and during those hours that the school is in regular session, they shall be on campus from ½ hour prior to the start of classes until ½ hour after classes are dismissed. During their daily tour of duty, the SRO may be off campus performing such tasks as may be required by their assignments. The SRO may be reassigned by the Sheriff during school holidays and/or during a period of law enforcement emergencies.
3. Regular working hours may be adjusted on a situational basis with the consent of the Sheriff or designee. These adjustments will be approved prior to being implemented and should only cover scheduled school related activity requiring the presence of law enforcement.

D. **Duties of Resource Officers**

1. Responsibilities and Duties

   a. Instructional: The SRO shall, act as an instructor or guest speaker for specialized, short-term programs in the school that are law enforcement related (including but not limited to the criminal justice system, substance abuse prevention, crime and violence prevention, consequences of crime, etc.) when requested to do so by the Principal, or when invited by a member of the faculty.
   b. SROs shall take law enforcement action as necessary. This includes dealing with intruders and unwanted guests who may appear at the school or school related functions, so long as the SRO may do so under the authority of law. As soon as practicable, if not prohibited by confidentiality requirements under state law, the SRO will notify the Principal of the school regarding any law enforcement activity undertaken on that school's campus and will notify the Principal, if practical, when requesting additional law enforcement assistance on campus. The SRO shall adhere to law enforcement policy and all legal requirements regarding investigations and interviews.
   c. The SRO shall coordinate all of his/her activities with the Principal and staff members concerned and will seek permission, advice and guidance prior to enacting any program within the school.
   d. SROs will encourage individual and small group discussions about law enforcement related matters with students, faculty, and parents.
   e. SROs are not school disciplinarians. However, if the Principal or Assistant Principal believes an incident may constitute a violation of the law, the Principal or Assistant Principal shall contact the SRO and the SRO shall then determine whether law

enforcement action is appropriate. School Resource Officers are not normally used for regularly assigned lunchroom duties, hall monitors or other monitoring duties except on an emergency basis and when requested by the Principal or Assistant Principal for a specific reason. If there is a problem area, the SRO may assist the school until the problem is solved. The School Resource Officers are required to follow HCSO SOP-02, the Standard Operating Procedure that is applicable to School Resource Officers.

f. SROs will make themselves available for conferences with the students, and attend parent group meetings and faculty group meetings in order to solicit support and understanding of the SRO program and address problems of law enforcement or crime prevention.
g. SROs with be familiar with community agencies which offer assistance to youth and their families and make referrals when appropriate—including but not limited to mental health clinics, drug treatment centers, etc.
h. SROs will work with Principals and faculty to prepare for and develop plans for dangerous situations on or near the school campus and involving students at school-related activities.
i. SROs are not to be placed on the written school duty roster.
j. SROs will reaffirm their roles as law enforcement officers by wearing their uniforms a minimum of five days a week, unless doing so would be inappropriate for scheduled school activities. The uniform will also be worn at events where it will enhance the image of the officers and their ability to perform their function herein.
k. SROs will be absent from campus from time to time to attend law enforcement training, appear in court, and perform administrative functions required by the Sheriff. The SROs supervisor will approve all such absences and ensure that the Principal is informed in advance.
l. The SRO shall maintain detailed and accurate records of the operations of the School Resource Officer Program, and shall submit any other reports of an instructional nature as required by the Principal or school staff.

ARTICLE III

Rights and Duties of the Board of Education

The Board of Education shall provide to the full-time SRO the following materials and facilities, which are deemed necessary for the performance of the duties of the SRO:

A. Access to a heated and air conditioned and properly lighted private office (single occupancy) which shall contain a telephone which may be used for general business purposes;
B. A location for filed and records which may be properly located and secured;
C. A desk with drawers, a chair, a work table, locking file cabinet and office supplies, as needed;
D. Access to a computer and/or secretarial assistance;

E. School Radio (two way); and

F. Specialized training when feasible

ARTICLE IV

Dismissal of School Resource Officer, Replacement

A. Prior to the dismissal of any SRO, the Sheriff and the School Board, or any designee of the Sheriff and the School Board, shall endeavor to resolve any difficulties that would require such action. In the event the Principal of the school to which the SRO is assigned believes, however, that the particular SRO is not effectively performing his/her duties and responsibilities, the Principal shall recommend to the Superintendent, or a designee of the Superintendent, that the SRO be removed from the program by stating the reasons therefore in writing. (Within three (3) business days after receiving the recommendation from the Principal, and Superintendent or his/her designee shall advise the Sheriff, or a designee of the Sheriff, of the Principal's request.) If the Sheriff so desires, the Superintendent and Sheriff, or designees thereof, shall meet with the SRO to resolve any problems which may exist. At such meeting, specified members of the staff of the school to which the SRO is assigned may be required to be present. If, within a reasonable period of time after such meeting, the problem cannot be resolved, or in the event a meeting is not desired by the Sheriff, then the SRO shall be removed from the program at the school and a replacement shall be obtained.

B. The Sheriff may transfer, assign, or reassign a SRO when it is deemed to be in the best interest of the people of Hamilton County.

C. In the event of a dismissal or reassignment; or in the case of a long-term absences of the SRO, the Sheriff may provide a temporary replacement for the SRO within thirty (30) school days of receiving notice of such an absence, dismissal, or realignment.

D. A transfer will not ordinarily be permitted during the school year, except under extenuating circumstances. The SRO requesting a transfer to a new school shall submit a request, in writing, to the Sheriff, or a designee of the Sheriff. Transfers will be approved as described in Article II(A)(9). This does not prohibit the SRO to accept a promotion within the HCSO.

ARTICLE V

Termination of Agreement

This agreement may be terminated by either party upon ninety (90) days written notice that the other party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may be terminated without cause by either party upon one hundred eighty (180) days written notice. Termination of this Agreement may only be accomplished as provided herein.

ARTICLE VI

Notices

Any and all notices of any other communication herein required or permitted shall be deemed to have been given when deposited with the United States Postal Service as regular mail, postage prepaid and addressed as follows:

Dr. Bryan Johnson, Superintendent
The Board of Education of Hamilton County, Tennessee
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

The Honorable James W. Hammond III
Sheriff of Hamilton County
Hamilton County Sheriff's Office
600 Market Street
Chattanooga, Tennessee 37402

ARTICLE VII

Good Faith

The School Board, the Sheriff, and their agents and employees agree to cooperate in good faith in fulfilling the terms of this agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be charged.

ARTICLE VIII

Non-Assignment

This Agreement and each and every covenant herein shall not be capable of assignment unless the express written consent of the School Board and the Sheriff is obtained.

ARTICLE IX

Merger

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement to those terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

Signed, sealed and delivered in the presence of:

THE BOARD OF EDUCATION OF HAMILTON COUNTY, TENNESSEE

ATTEST:

_____ _____

Dr. Bryan Johnson
Superintendent

Mr. Joe Wingate
Chairman

THE HAMILTON COUNTY SHERIFF'S OFFICE

ATTEST:

_____ _____

James W. Hammond III
Sheriff

County Mayor Jim Coppinger

Hamilton County Department of Education
Exceptional Education
3074 Hickory Valley Road
Chattanooga, TN 37421

MEMORANDUM:

To: Hamilton County School Board Members
Dr. Bryan Johnson, Superintendent

From: Mitzi Delker, Director, Exceptional Education

Date: August 19, 2021

Re: August Agenda Item: Exceptional Education Positions

Siskin Children's Institute did not renew the preschool school contract with Hamilton County Schools for the 21-22 SY. Ex Ed needs to amend the GP Budget contracts line item where the money was budgeted for the school contract and covert the contract money into four (4) new positions. This change is budget neutral and no additional funding is needed.

Justification for the four new positions:

1. One (1) Exceptional Education Pre K teaching position: Opening a new Ex Ed Pre K classroom in the downtown area to assist with zoned eligible preschool students ages 3-5 due to the discontinuation of the Hamilton County agency school contract with Siskin Early Learning Center. The Board of Education contracted with Siskin Early Learning Center to serve up to 28 preschool aged students. This would be a continuation of the services provided to exceptional education students with IEP's that are zoned for schools in the downtown area. The new Ex Ed Pre K classroom will be adequately staffed and meet state of TN requirements.
2. One (1) Transition Academy Teacher: One Transition Academy teacher is needed to provide service to students ages 18-22 that are working on an alternate high school program. The Transition Academy is an adult preparation program for students 18-22 years of age and have been diagnosed with intellectual or developmental disabilities. The goal of the program is for students to transition to life after high school with increased abilities and opportunities in three areas: home life, work life, and community life. The focus of the Transition Academy will be on job exploration, self-advocacy, post-secondary counseling, work-based learning, community-based instruction and work readiness skills. This will assist the district in improving our outcomes on indicators 13 and 14 for state monitoring as well as future ready key performance indicators.
3. Two (2) Exceptional Education Pre K assistants: Two Ed Ed Pre K assistants will be used in the new Ex Ed Pre K classroom in the downtown area. Without the additional assistants, there would be only one adult in the class and this would not provide adequate supervision should any of the remaining students require toileting, feeding, or

individual assistance. The safety of the class would be compromised and the needs of the students would not be met. The TN department of Early Learning Division determines the Pre K classroom student capacity. The majority of the Ex Ed Pre K classrooms are certified up to 16 students.

4. One (1) Transition Academy educational assistant: One transition academy educational assistant is needed so that transition/academic needs of the students can be met, as well as supervision of the students in the classroom, at work-based learning sites and during community-based instruction. Without this additional assistant, there would be only one adult in the class or in the community to supervise up to 12 students. The safety of the class would be compromised, and the needs of the students would not be met.

Hamilton County Department of Education
Job Description

Job Title:	Teacher	FLSA Status:	Exempt
Job Code:	184, 185, 188, 189	Reports To:	Principal

Purpose of Job

The purpose of this job is to teach one or more subjects to students and lead them toward the fulfillment of their potential for intellectual, emotional, social, and psychological growth and maturation.

Primary Job Duties and Responsibilities

- Maintains appropriate licensure and acknowledges that continued employment with the Hamilton County Department of Education is contingent upon providing required documentation to validate licensure and highly qualified status in a timely manner.
- Plans and develops course of study according to school district and state curriculum guidelines. Actual curriculum must often be tailored for three or more levels of academic ability and previous achievement.
- Develops and presents specific lesson plans, using a variety of techniques, including lectures, projects, exhibits, field trips, audiovisual and library resources, computers, and the Internet. Strives to make learning relevant.
- Reviews a variety of student assessment data to ensure continuous improvement in measurable student performance and achievement.
- Prepares assignments and tests for in-school preparation and homework. Monitors, assists, corrects, and grades student performances.
- Administers standardized tests in accordance with district policies and state law.
- Implements district, state, and federal policies, regulations, and laws.
- Maintains order in classroom, and in conjunction with administrative staff, administers discipline when necessary to achieve proper behavior. Manages student conduct and disciplinary issues in accordance with district, state, and federal guidelines, policies, and procedures.
- Counsels students when academic difficulties or behavioral problems arise. Works with school counselor in helping students to achieve academically, emotionally, and socially.
- Consults with other professionals where there appears to be evidence of learning disabilities, drug or alcohol abuse, or problems of social adjustment. Coordinates decisions with parents concerning any specialized intervention that appears warranted.
- Recommends promotion and/or placement of students in appropriate classroom situation for ensuing year.
- Follows established procedures for ensuring students are safe.
- Communicates through the proper channels to keep appropriate personnel informed of impending problems or events of unusual nature.
- Shares, with other teachers and paraprofessionals, responsibility for monitoring halls, study periods, lunchroom, bus duty, assemblies, field trips and other extracurricular activities.
- Keeps records of academic performance, attendance, and social acclimation. Reports on all aspects of student development for school records and parents; conducts parent-teacher conferences on both a regularly scheduled and as-needed basis.
- Participates in faculty meetings, professional development, educational conferences and other activities that promote professional growth and student achievement.
- Works collaboratively with administrators, faculty, and staff.
- Attends work and arrives to work on time.
- Maintains confidentiality.
- Adheres to the Teacher Code of Ethics as defined by Tennessee Law.

Other Duties and Responsibilities

- Performs related duties, such as sponsoring a student organization or activity. Attends and/or supervises school sponsored events as required.
- Complies with accounting and financial policies and procedures involving the handling of money and property, as well as other Board policies.
- Use computers and other technology to enter and access information related to essential job functions.
- Performs general/clerical tasks, which may include answering telephone calls, typing documents, making copies, sending/receiving faxes, filing documentation, or processing incoming/outgoing mail.
- May operate a motor vehicle to conduct various work activities.
- May need to assist students with toileting as needed.
- Performs other duties as assigned.

Knowledge, Skills, and Abilities

Knowledge/Education/Experience:

- Minimum of a Bachelor's degree with certification and Highly Qualified status as specified by state and federal standards for the teaching position held. Master's degree is highly desirable.

Skills/Qualifications:

- Demonstrates excellent verbal and written communication skills to deal effectively with students, educators, parents, and community members.

Abilities/Physical Requirements:

ACTIVITY	FREQUENCY				ACTIVITY	FREQUENCY			
	N	O	F	C		N	O	F	C
Lift/Carry:					Twist				x
10 lbs or less				x	Turn (pivot)				x
11-20 lbs			x		Climb		x		
21-50 lbs		x	MH		Crawl		x		
51-100 lbs	x		MH		Reach Above				x
100+ lbs	x	MH			Reach Outward				x
Push Pull:					Fine Motor Tasks				x
10 lbs or less				x	Stand				x
11-20 lbs			x		Walk				x
21-50 lbs		x	MH		Sit		x		
51-100 lbs	x		MH						
100+ lbs	x	MH			Drive		x		
					Automatic – N/A				
Bend			x		Standard – N/A				
Squat			x						
Kneel			x		Type/Keyboard			x	
Key:									
N=Never 0% of time ; O= Occasional 1-33% of time; F=Frequent 34-66% of time C=Constant 67-100% of time MH=Teacher of Multi-Handicapped									

Hamilton County Board of Education, Tennessee, is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the Board of Education will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Hamilton County Department of Education
Job Description

Job Title:	Educational Assistant – Exceptional Education	FLSA Status:	Non-Exempt
Job Code:	301 and 302	Reports To:	Principal, Teacher or Exceptional Education Supervisor

Purpose of Job

The purpose of this job is to provide teaching assistance under the direction of a licensed teacher in the implementation of Individual Education Programs for students with disabilities in classrooms or as otherwise needed.

Primary Job Duties and Responsibilities

- Provides educational assistance to students with disabilities; assists in preparing, modifying, and utilizing instructional materials to meet individual needs of students; assists with development and implementation of Individual Education Program for each student; assists with the data collection and progress monitoring of student's physical, communication, social/emotional, and educational levels of development; uses special educational strategies and techniques to address students' academic needs.
- Provides physical assistance, including but not limited to toileting, positioning, lifting, carrying, feeding, personal hygiene, or other assistance as determined by specific student needs, to any student with disabilities based on a student's Individual Education Program.
- Oversees, monitors, or covers classes during the short term absence of the teacher.
- Assists teacher and works with students during various class activities; prepares instructional materials for classroom use; assists with instructional and assistive technology,
- Assists with data collection and progress monitoring used to evaluate student performance and skill levels;
- Follows established procedures for ensuring students are safe.
- Performs clerical tasks in support of teaching activities, office operations, and/or other school functions.
- Responds appropriately to students' inappropriate behavior(s). Must be willing to be trained as needed and maintain certification in non-violent positive behavioral interventions and support methods to respond to, diffuse, de-escalate, and control aggressive behavior utilizing physical restraint as appropriate.
- Assists students and models appropriate social and professional behaviors during community experience or work based learning.
- Chaperones students on field trips occurring during the regular school day only.
- Performs tasks requiring reading, handwriting, numeracy, oral and written communication skills, and the use of various equipment and technology in support of teacher responsibilities to assure compliance under the IDEA and to implement student IEP's.
- Demonstrates basic sign language acquisition, communication facilitation competencies, and Brailing skills as needed.
- Communicates with supervisors, school officials, teachers, students, parents, vendors, the community, and other individuals as needed to coordinate work activities under the direction of administration or special education teacher/supervisor.
- Attends staff meetings, parent meetings, IEP-Team meetings, or other meetings as required.
- Works collaboratively with supervisor, administrators, employees, students, and other stakeholders.
- Attends work regularly and arrives to work in a timely fashion.
- Maintains confidentiality.
- Adheres to the Teacher Code of Ethics as defined by Tennessee Law.

Other Duties and Responsibilities

- Other training may include lifting, transferring, and positioning students with physical support needs; appropriate use of assistive technology; feeding/oral-motor interventions; signing; Brailing instructional materials; augmentative systems; etc.
- NOTE: Classification as Grade 6 or 7 will be determined annually by the Exceptional Education Department in

collaboration with Human Resources based on student numbers and severity of handicapping conditions.

- May need to assist students with toileting as needed.
- Performs other duties as assigned.

Knowledge, Skills, and Abilities

Knowledge/Education/Experience:

- High school diploma or GED required; basic technology skills required; general office/clerical experience; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job. Has knowledge and skills to support the PreK-12 general curriculum. Must possess one of the following before reporting to work: (1) 48 semester hours or 72 quarter hours; (2) An Associate's degree or higher; (3) passing score on PRAXIS for Parapro Exam. One year of experience working with students with disabilities preferred.

Skills/Qualifications:

- Ability to learn and implement a variety of teaching strategies.
- Demonstrate proficient verbal and written communication skills.
- Ability to work collaboratively with students who have a variety of disabilities.

Abilities/Physical Requirements:

ACTIVITY	FREQUENCY				ACTIVITY	FREQUENCY			
	N	O	F	C		N	O	F	C
Lift/Carry:					Twist				x
10 lbs or less				x	Turn (pivot)				x
11-20 lbs				x	Climb		x		
21-50 lbs			x		Crawl		x		
51-100 lbs			x		Reach Above				x
100+ lbs			x		Reach Outward				x
Push Pull:					Fine Motor Tasks				x
10 lbs or less				x	Stand				x
11-20 lbs				x	Walk				x
21-50 lbs			x		Sit		x		
51-100 lbs			x						
100+ lbs			x		Drive		x		
					Automatic – N/A				
Bend				x	Standard – N/A				
Squat			x						
Kneel			x		Type/Keyboard			x	
Key:									
N=Never 0% of time ; O= Occasional 1-33% of time; F=Frequent 34-66% of time C=Constant 67-100% of time									

Hamilton County Board of Education, Tennessee, is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the Board of Education will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Hamilton County Department of Education
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

MEMORANDUM

To: Hamilton County Board of Education
Dr. Nakia Towns, Interim Superintendent

From: Penny M. Murray
Chief Talent Officer

Date: August 19, 2021

RE: Approval of Revisions to the Memorandum of Understanding Between Hamilton County Department of Education and Hamilton County Education Association

We request approval of the attached updated MOU with revisions from both Board policy updates and collaborative conferencing. Changes are in red. Please note the following highlights:

- Removal of the 15-year experience cap for experienced hires into HCS
- Addition of newly approved OJI inclusion of injuries resulting from student actions and application of Board Policy 5.307
- Waiver of waiting period for certified employees for benefits
- Removal of Sick Leave Bank and replacement of Short-Term Disability benefits
- Updates in accordance with Board Policy 5.308 Sabbatical Leave to reflect it is unpaid

MEMORANDUM OF UNDERSTANDING
BETWEEN
HAMILTON COUNTY DEPARTMENT OF EDUCATION
AND
HAMILTON COUNTY EDUCATION ASSOCIATION
2019-2022

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Basic Provisions

Preamble

This Memorandum of Understanding (MOU) is entered into in good faith this 25th day of July, 2019 by the Hamilton County Board of Education, hereinafter referred to as the Board, and the representatives of the professional employees of Hamilton County Board of Education, hereinafter referred to as the Association, pursuant to the terms of TCA 49-5-605. The Board and Association acknowledge and agree to the following:

Recognition

The Board hereby recognizes the Hamilton County Education Association, hereinafter referred to as the Association, as the exclusive designee for educator participants in collaborative conferencing pursuant to the terms of the Professional Educators Collaborative Conferencing Act of 2011 (PECCA), TCA 49-5-601, said determination having been made by Hamilton County professional educators through a confidential poll per the terms of PECCA.

Recognition of Management

The PECCA team recognizes the right of the Board, subject to state and federal laws, rules and regulation of the state board and local board policies to supervise, direct and manage the school district and its staff provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of the Memorandum of Understanding.

Professional Employees Organization Rights

A. Professional Employees Organization Use of Facilities

The Professional Employees Organization shall, with notification to the school principal, have the right to make use of school building facilities and equipment at reasonable times outside the instructional day. The Professional Employees Organization shall pay for the reasonable cost of all materials and supplies incidental to such use. When use of facilities requires special custodial services, the Professional Employees Organization shall pay for such services.

B. Communications

The Professional Employees Organization shall have the right to post notices of Professional Employees Organization activities and matters of Professional Employees Organization concern on employee bulletin boards, in an area used exclusively by professional employees. The Professional Employees Organization may use the school system's regular interschool mail delivery system, professional employee mailboxes, and internal email system for communications to professional employees or member of the Professional Employees Organization. Material which is distributed by the Professional Employees Organization shall clearly indicate that such material is from the Professional Employees Organization.

C. Access to Members

Duly authorized representatives of the Professional Employees Organization, shall, with notification to the school principal, be permitted to transact official Professional Employees Organization business on school property at reasonable times before or after the instructional day.

D. Association Representative

A faculty election shall be held during the month of May to elect a Professional Employees Organization Representative for the following school year. The person elected will participate in training prior to the opening of the school year. Principals are encouraged to consider the responsibility of Professional Employees Organization Representative(s) as a duty when assigning extra duties on an equitable basis to the faculty members.

E. Professional Employees Organization Leave

At the beginning of each school year the Professional Employees Organization shall be granted 26 unpaid leave days to be used by representatives of the Professional Employees Organization. Use of the days shall be left to the discretion of the Organization.

F. Memorandum of Understanding Training

The Board shall provide training to school-based administrators and the Professional Employees Organization shall provide training for Professional Employees Representatives and professional employees on the rights and responsibilities in the MOU by the twentieth day of each school year.

G. School Board Meetings

The regular Board agenda will include the Professional Employees Organization, upon request. A copy of the agenda for each Board meeting shall be made available to the Professional Employees Organization at the same time it is available to Board members.

Individual Contracts

Any individual contract between the Board and its professional employees shall be consistent with the terms and conditions of the MOU. With regard to terms and conditions that are appropriate subject matter of collaborative conferencing pursuant to PECCA, should language in an individual contract conflict with the terms and conditions found in the MOU, the MOU shall control.

Maintenance of Benefits

Unless otherwise provided in this Memorandum of Understanding, no part or provision of the

Agreement shall be interpreted or construed to reduce, eliminate, or otherwise diminish any professional employee benefit existing prior to its effective date.

Severability

If any article or part of this Memorandum of Understanding is held to be invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such court, the remainder of the Memorandum of Understanding shall not be affected, and the parties shall immediately re-enter collaborative conferencing for the purpose of reaching a mutually satisfactory replacement for such article or part.

Memorandum of Understanding Waiver

Any deviations from the terms of any part of this MOU shall be agreed to by the Board and Association prior to implementation. Either party may request a waiver of the terms of any part of this MOU. If such a request is made, the parties shall meet and attempt to reach mutual agreement concerning the requested waiver.

Distribution

An electronic copy of the Memorandum of Understanding (MOU) shall be distributed to each newly hired professional employee through the applicant tracking system, as part of the "New Hire" packet. A copy of the MOU shall be disseminated on a yearly basis to all current professional employees through the applicant tracking system within 60 days of ratification. A link to the MOU shall be available online within two working days of ratification.

Duration

This Memorandum of Understanding shall be effective as of July 31, 2019 and shall continue in effect until July 30, 2022

Modification of Agreement

The Board and Professional Employees Organization agree the salary, fringe benefits, insurance and leave sections of this Memorandum of Understanding may be reopened for discussion annually.

A labor management team will meet during the second quarter of each school year to review Board policies related to the MOU slated for review during that calendar year. This team will present recommendations to the full collaborative conferencing team during the regularly scheduled collaborative conferencing meetings to assure the MOU remains in compliance with changes in federal or state law.

Salary

Section 1 - Teacher Salary Schedule
The salary of each professional employee shall be determined by the Teacher Salary Scale. A professional employee whose regular assignment requires more than 201 days shall be Stcompensated at the contracted daily rate provided that, this provision does not apply to any paid supplemental duty. The Board agrees to continue the present practice of granting salary credit for approved work experience as determined by the State Department of Education.

Section 2 - Placement on Salary Schedule
Each professional employee shall be placed on the proper step of the salary scale with full credit for allowable teaching experience and academic training, as established by the state Department of Education. ~~The maximum eligible teaching experience outside of HCDE allowed on the County pay scale shall be 15 years.~~

Commented [1]: Removed 15 year limit (option 2, 2021)

Section 3 - Professional Development Pay
Professional employees will be paid a minimum of $20.00 per hour for professional development outside the regular school day and/or school calendar pending available funding.

Section 4 - Methods of Payment

A. *Pay Periods*
- Professional employees who work the regular school year shall be paid by direct deposit in 26 equal, bi-weekly installments. The first direct deposit for teachers shall be issued by the twentieth workday.
- The pay dates for the professional employees will be distributed to each school at the beginning of each school year.

B. *Extended Contract*
- Any professional employee whose contract extends beyond 201 days, but less than 12 months, shall be paid at the conclusion of the extended work period, or monthly.
- Professional employees participating in paid summer work will be notified of the pay date no later than the first day of work.

Section 5 - Confidentiality
The building principal or a designee shall be responsible for distributing W-2 forms in such a manner so as to protect the privacy of the employee.

Section 6 - Expenses for Traveling Employees
An employee required to travel to a work assignment will be reimbursed for mileage beyond the base location at the federal rate. The base location is defined as an employee's first work location stop of the day.

Section 7 - Summer School Teachers
The Board agrees to equalize the salaries of professional employees teaching summer school.

Grievance Procedure

Section 1 – Definitions

A. Grievance shall mean an allegation by a professional employee (s) that a specific section(s) of this Memorandum of Understanding has been violated, misinterpreted or misapplied and has resulted in a personal loss or inequitable treatment of the professional employee(s).
B. The term "days" shall mean any day, Monday through Friday, on which schools are open during the normal school year. The first day to be counted shall begin at 8:00 a.m. the day following the day on which the time limits are based. After the last day of the normal school year, a "day" shall be any day the Central Office is open.
C. Class grievance shall mean a grievance affecting more than one professional employee.

Section 2 – Levels

A. Informal Level

The parties hereto acknowledge that it is most desirable for a professional employee and the supervisor immediately involved to resolve problems through free and informal communications. A professional employee must ask for an informal meeting with the immediate supervisor within 20 days from the time the professional employee knew of the incident. A professional employee who has a grievance shall meet with the immediate supervisor to discuss the grievance in an attempt to resolve the matter informally. When the professional employee requests such a meeting, the professional employee shall inform the immediate supervisor in writing that the meeting constitutes the informal level of the grievance procedure.

B. Formal Levels

Level 1 – Immediate Supervisor

If the matter is not resolved to the satisfaction of the professional employee at the informal level, within five days of the informal discussion the grievance shall be set forth in writing to the immediate supervisor on the Grievance Form. The immediate supervisor shall arrange for a meeting to take place with the grievant to discuss the grievance within five days of receipt of the grievance. The immediate supervisor shall communicate a decision, with reasons, to the grievant in writing within five days of the grievance meeting.

Level 2 – Superintendent

The professional employee, no later than five days after receipt of the immediate supervisor's decision, may appeal the decision to the Superintendent or the Superintendent's designee. The appeal to the Superintendent must be made in writing on the Grievance Form. The Superintendent or designee shall arrange for a meeting to take place with the grievant to discuss the grievance within ten days of receipt of the grievance.

The Superintendent shall within seven days of the grievance meeting communicate a decision, with reasons, in writing to the professional employee and the immediate supervisor.

Level 3 – Arbitration

In the event the issue is not resolved at Level 2, or if the time limit expires without the issuance of the Superintendent's written reply, then the professional employee may, within ten calendar days thereafter, give written notice to the Superintendent's Office of the professional employee's desire to submit the matter to advisory arbitration, whereupon the parties shall jointly request the Federal Mediation and Conciliation Service to supply a list of seven names from which to select an Arbitrator. Within ten days of receipt of such list, an authorized representative of each party shall meet in person or by telephone, and alternately strike names in rotation until only one name remains. The parties shall determine by random selection who shall strike the first name, and then the other party shall strike the second name, and so on until the selection process is completed. The person shall be commissioned to hear the dispute and shall operate under the following guidelines.

A. The Arbitrator's consideration shall be limited to the terms of this Memorandum of Understanding.

B. The Arbitrator shall have no jurisdiction over any dispute not deriving from the specific terms of this Memorandum of Understanding. The Arbitrator shall not have power to alter this Memorandum of Understanding.

C. Neither the Board nor the professional employee shall be permitted to assert any grounds or evidence before the Arbitrator which was not previously disclosed to the other party, at least seven days prior to the arbitration hearing.

D. At least ten days prior to the arbitration hearing each party shall submit to the Arbitrator and to the other party a written submission which shall include:
    1. A statement of the issue(s).
    2. A summary of the relevant facts.
    3. Position of the party on the grievance
    4. A list of witnesses.

E. The fees and expenses of the Arbitrator will be shared by the two parties equally.

F. If an advisory arbitration decision is contested, then the issue may be brought to the collaborative conferencing table for further discussion.

G. The Arbitrator's decision shall be advisory only and shall be submitted to the School board to assist it in making a final determination. The Board's decision shall be given within thirty days of the receipt of the Arbitrator's findings.

Level 4 – School Board

If the dispute is not settled at level 2 and if the professional employee does not ask for arbitration, the grievance may be advanced directly to the Board of Education. Within ten days after the professional employee receives the written decision from Level 2, the professional employee may request a review by the Board of Education. The Board shall review the case at its next regularly scheduled monthly meeting provided, however, that if the request for a review is not received earlier than ten days before the next regularly scheduled monthly meeting, the Board of Education shall review the case at its following regularly scheduled monthly meeting. The Board of Education shall issue a written decision within ten days of its review, with copies to the aggrieved and the Superintendent.

Section 3 – Advanced Step Filing

A. In the event that the immediate supervisor of a professional employee is the Superintendent of Schools, the first formal level shall be the Superintendent's level.

B. The first formal level for class grievances which involve professional employees from two or more locations shall be the Superintendent's level.

Section 4 – Provisions Governing the Grievance Procedure

A. A grievant may, upon request, be represented by a Professional Employees' Organization representative at all formal levels of the procedure. The individual hearing the grievance may, upon request, have a representative present during the formal levels. A professional employee who requests a representative shall not be required to discuss any grievance in the absence of the representative.

B. Any resolution of a grievance shall not be inconsistent with the terms of this Memorandum of Understanding.

C. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall not be forwarded to any prospective employer of the grievant or alluded to in any communications between the administration and the prospective employer.

D. No reprisals shall be taken by the Board or Administration against a professional employee for participation in a grievance.

E. If the Board requires that a professional employee be away from an assignment due to the processing of a grievance, the professional employee shall suffer no loss of pay or benefits.

F. It is understood that the grievant shall, during the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof have been fully determined.

G. A grievance may be withdrawn at any level without establishing precedent.

H. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall result in the grievance being considered void.

I. Notices of hearing dates, acknowledgements of the date of receipt of grievances, and decisions rendered must be in writing.

J. For all grievances at level two or three, grievance notices or decisions shall be sent by certified mail.

K. A grievance, to be considered under this procedure, must be properly initiated by the professional employee within twenty days from the time the professional employee knew of the incident or should have known of the incident which caused the grievance.

L. All formal grievance(s) must be submitted on the Grievance Form.

M. The time limits prescribed in this procedure may be extended by written mutual consent.

N. Withdrawal of a grievance at any level shall not indicate acceptance of the decision at that level.

Insurance

All insurance plans will be in compliance with all state and federal laws.

Section 1 – Comprehensive Medical Insurance

The Board agrees to provide three comprehensive medical insurance plans from which full-time professional employees may choose. Professional employees will be allowed to choose the plan that meets their individual and family needs. The Board will pay a portion of the cost of the Professional employee's plan. The professional employees will be permitted to purchase dependent coverage through the plan. Please see the rate~~see rate~~ table and plan description documents at www.hcde.org/benefits.

Section 2 – Life Insurance

Each eligible professional employee shall be provided a group term life insurance policy in the amount of $40,000, to include double indemnity in the event of accidental death, dismemberment benefits, and waiver of premium in the event of a professional employee disability. Please see the plan~~see plan~~ document at www.hcde.org/life for detailed information.

Section 3 – Liability Insurance

Use of individually owned vehicles is not covered by the Board's Liability Insurance plan. Professional employees should not use their vehicles for school transport of students for HCDE related activities except in emergency situations.

When a professional employee must transport students in a school owned or rented vehicle for use while on a Board-approved event, the professional employee shall be covered by the Board of Education provided Liability Insurance Plan.

Section 4 – On-the-Job Injury

Risk Management Operation Procedures are posted on the Risk Management Section of @hcde.org and available at each school facility. "HCDE has elected an OJI program in lieu of Tennessee Worker's Compensation Law."

Absence due to an injury or violent criminal act incurred by a professional employee while performing duties within the course and scope of his/her assignment which renders the professional employee unable to perform normal duties shall not be charged against the professional employee's accumulated sick leave to a maximum of twenty (20) working days per separate incident, provided that the professional employee alleging such injury files or causes to be filed a completed copy of the specified OJI report form with the Risk Management Office within five (5) working days of the incident. If the injury occurs while the professional employee is on a Board approved activity outside of the District, the professional employee shall file or cause to be filed the OJI report within five (5) working days of the return date. The Board reserves the right to require a

physician's statement to verify the professional employee's inability to perform normal duties.

Failure to file a First Report of Occupational Injury or Illness report within the five (5) working day period following the incident or diagnosis shall relieve the Board of any responsibility under this section. Forms are available at each building site or on the HCDE website.

The Board agrees to pay all medical expenses directly related to the on-the-job injury as directed by the treating, occupational medicine physician assigned by the school system.

For purposes of this section, treatment of documented pre-existing conditions, injuries resulting from professional employee horseplay or fighting, assault (covered under Article XI), violation of safety rules and drug and alcohol policy are excluded.

If the injury requires that a professional employee be absent from assigned duties for more than twenty (20) working days, the professional employee has the option to either:

1. use accumulated sick leave days or
2. receive weekly OJI compensation equivalent to those payable under the State of Tennessee Worker's Compensation law.

In the event the injury is the result of a student's actions, regardless of whether the event would constitute an assault within the meaning of Policy #5.307, the Board shall provide the following benefits to the employee:

(a) When absence from assigned duties is directly caused by such bodily injury, the employee shall receive regular salary and benefits for the period of such absence up to twenty (20) working days per separate incident and shall not forfeit any accumulated leave. Thereafter, for up to one (I) year following the physical assault, the employee shall receive board-paid and weekly compensation benefits equivalent to that is provided by the Tennessee Workers' Compensation Law while under a physician's care.

(b) The Board shall reimburse an employee for the actual value of any personal property damaged or destroyed during such physical injury in excess of any valid and collectible insurance in effect at the time of the altercation.

(c) The Board shall all assume medical costs beyond the employee's insurance coverage incurred by an employee as a result of such bodily injury for up to one (I) year following the altercation.

Commented [MP2]: Added adjusted Board policy language to cover OJI as a result of a student injury.

Commented [MP3R2]:

On-the-Job Injury coverage shall begin upon arrival at the work site and continue until the professional employee leaves the work site while performing duties normally associated with the professional employee's position and/or duties which have been previously assigned or permitted by the professional employee's supervisor.

If a professional employee has been receiving OJI benefits for twelve (12) months, the professional employee shall apply for long-term disability benefits. If approved by the carrier, the professional employee shall accept long-term disability benefits and all on-the-job benefits will cease.

Section 5 – Long Term Disability Insurance

The Board shall provide to each professional employee a long-term disability insurance program. Its provisions will include the following:

A. Benefits shall begin after an elimination period of six (6) months.

B. Benefits shall be 66 2/3% of professional employee's monthly earnings to a maximum of $4,000, less other disability income.

C. If a disabled professional employee can work part-time for rehabilitation, the monthly indemnity is reduced by 60% of any compensation received.

D. Future increases in disability benefits under the Social Security Act because of any automatic adjustment in the cost of living index occurring while the professional employee is receiving monthly indemnity income will not cause a reduction of benefits.

For detailed information about the long-term disability plan, please see the plan document at www.hcde.org/ltd.

Section 6 – Description of Insurance Coverage

The Board shall provide each new eligible professional employee with an application form and a description of the insurance coverage within twenty (20) calendar days of the date of employment. The description shall include a statement of conditions and limits of coverage. If a change in coverage is made, all participating professional employees shall receive written notification of the change thirty (30) days before the change takes effect. The Board shall provide all participating professional employees with a yearly update of any changes in the insurance plan during open enrollment.

Section 7 – Enrollment for Insurance/Dental Coverage

For all eligible professional employees there shall be an open enrollment period of the medical plan, life insurance plan, and the dental reimbursement plan beginning the first workday and ending thirty (30) days thereafter, or thirty (30) days after Board approval of employment, whichever is longer. Professional employees who are already working in the TCRS system and accept a position with Hamilton County Schools will not be subject to a waiting period and will receive benefit coverage effective on their first day worked. Due to implications during COVID, new professional employee health coverage will be effective upon their first day worked but will be reviewed in December 2021 to determine if continuation is affordable. If it is no longer deemed affordable at that time, new professional employee health coverage will begin the first of the month following the completion of sixty (60) days of full-time employment provided the professional employee is actively at work on the date of enrollment. The first contribution will be automatically deducted from the professional employee's paycheck approximately two weeks after eligibility date.

E. Medical and Dental Reimbursement Plan - If the professional employee does not elect the coverage available to him/her, his/her spouse, and/or his/her dependents when first eligible, he may do so during the annual open enrollment period or within 30 days following a qualifying event as defined in section 125(c) of the IRS Tax Code.

F. Life insurance – Enrollment for optional life insurance after the initial enrollment period will require evidence of insurability.

Commented [4]: Option 4 (2019) approved removing this waiting period for new employees already working in the TCRS system. The language should reflect that.

Commented [5R4]: @heuton_m@hcde.org and @smith_deborah@hcde.org - does this read appropriately?

Commented [6R4]: This is what was approved in the PECCA meeting. I found it in the minutes. It was about attracting members and not connected to COVID Insurance
4. Create administrative procedure that allows immediate insurance coverage, instead of a 60-day waiting period, for new employees already working in the TCRS system. Approved 2/01/19

Commented [7R4]: From my understanding yes

Commented [8R4]: The approved option retained the waiting period for new employees not already in the TCRS system, but removed it for new employees already within the TCRS system. (This allows teachers and administrators coming to HCS from other TN School districts to avoid a lapse in insurance coverage when taking a job in our district.)

Commented [9R4]: @hinkle_s@hcde.org Please see the revised language. Please let me know, as I plan to get this to Sherrie soon. @omarkhail_j@hcde.org

Section 8 – Health Insurance for Disabled Professional Employees
A professional employee who leaves service as disabled under the terms of the Tennessee Consolidated Retirement system will continue to be covered under their existing medical insurance for up to 30 months from date of disability retirement, or the effective date of Medicare (or its replacement), whichever is earlier.

Section 9 – Health Insurance for Retired Professional Employees
The Board shall provide individual health insurance for eligible professional employees who retire. The specification of the plan shall be in accordance with Section 1 of this Article. To be eligible for this coverage, a professional employee must be between the age of 55 and the age at which they become eligible for Medicare or have at least 30 years in the Tennessee Consolidated Retirement System. The professional employee must also have at least 20 years of service in the Hamilton County School System. Up to 20 days of accumulated sick leave may be used as credited service time for the purpose of qualifying for the 20 years of service in the Hamilton County School System retirement insurance benefit. Professional employees must notify the Human Resources department on or before February 1. Any professional employee who fails to notify Human Resources of their intent to retire on or before February 1 must meet with the superintendent to discuss their service time. A retired professional employee who meets the requirement of age and has between 10 and 19 years in the Hamilton County School System is entitled to this benefit but must pay 40% of the current health insurance cost per month.

The individual health insurance program available for retirees shall be the same as that available for active professional employees, including the terms, conditions, benefit structure and professional employee contribution.

Section 10 – Continuation
Professional employees on FMLA leave shall continue to have Board contributions made in accordance with applicable law.

Professional employees on FMLA leave that have exhausted paid leave shall make payments to the Professional employee Benefits Department for any insurance payroll deductions (professional employee contributions) missed while on unpaid FMLA leave within thirty (30) days of the missed payroll deductions (professional employee contribution).

Professional employees on Superintendent-approved unpaid non-FMLA leave shall have the option to continue COBRA eligible benefits (http://www.hcde.org/benefits/cobra) by electing COBRA continuation coverage. Life insurance may be continued through the HCDE life insurance carrier. Contact the Professional employee Benefits Department for more information.

Section 11 – Family Coverage
Professional employees shall be able to purchase family comprehensive health coverage as discussed in Section 1 and have the monthly premiums deducted from their paychecks.

When both spouses are full-time professional employees, only one professional employee shall cover dependent children. The enrolling professional employee must notify the Benefits Department that both spouses are full-time professional employees.

All spouses covered on HCDE health plans must complete a spousal coverage affidavit each year during open enrollment and after a qualifying event. Spouses that have access to health insurance through their employer are not eligible for HCDE health plans.

Section 12 – Insurance Committee

An Insurance Committee composed of three members selected by the superintendent and three members selected by the Professional Employees Organization shall meet as needed, or at least annually, to discuss issues related to insurance. This committee will report to the PECCA committee after each meeting.

Section 13 – Duration of Coverage

Board-provided insurance programs as specified in this Article shall be for the duration of this MOU.

Section 14 – Appeal Process

Information on the appeals/grievance process regarding insurance claims can be located at www.hcde.org/benefits.

Fringe Benefits

Section 1 - Extra Curricular Admissions
Professional employees shall be admitted free of charge, with school ID, to all regularly scheduled HCDE extracurricular events held on HCDE property, excluding TSSAA playoff events.

Section 2 - Flexible Benefits Plan
The Board shall provide a Flexible Benefits Plan to be in compliance with Section 125 of the Internal Revenue Code available to all eligible professional employees. This plan shall provide opportunities to elect supplemental insurance, and opportunities to tax shelter health insurance premiums, unreimbursed medical expenses and qualified dependent childcare expenses. This plan is voluntary for all eligible professional employees.

Section 3 - Attendance Bonus

A. Personal Leave
At the end of each school year, two days of unused personal leave shall be credited as sick leave. Professional employees shall be paid $75.00 for the third unused personal leave day.

B. Sick Leave
In recognition of faithful attendance over the course of a teacher's career, the Board will pay a bonus of $20 per unused sick leave day accrued by a teacher at the time of his or her retirement; provided, however, that the bonus will be $40 if the teacher submits their notice on or before February 1 and completes the remainder of their contract; and further provided that the administration shall not report this bonus to the Tennessee Consolidated Retirement System as part of the teacher's final compensation.

Section 4 – Classroom Preparation
Professional employees may choose to work an optional 7.5 hours to individually prepare for the opening of a new school year. This time may be used to prepare the physical classroom environment, planning, or to prepare instructional materials and resources for use with students. Professional employees opting to work this time will receive $75.00 upon submitting documentation to the building administrator.

Section 5 – Dental Expense Reimbursement Plan
The Dental Reimbursement Plan will meet the following specifications:

A. The Dental Expense Reimbursement Plan benefit period is July 1 through June 30.

B. The plan becomes effective for full-time employees and their dependents upon the date they become eligible for employee health insurance. To participate, an employee must complete the Enrollment Form. If additional dependents are acquired, they may be added to the Plan within thirty working days of the date of acquisition. New employees must enroll during their initial orientation period. Coverage will be effective on the 1st of the month following the 60th day of employment. All employees shall sign either the Enrollment Form or a waiver of benefits form. Eligibility is discontinued effective on the last

day of the month that the employee separates.

C. Dependents shall be defined the same as in the employee's medical plan. An employee need not have dependent health coverage to receive dependent dental reimbursement.

D. The Dental Expense Program will pay eighty percent of the first $250.00 of any dental expense and then fifty percent of any additional expenses up to $1,000 maximum reimbursement per program year per covered individual for dental expenses not covered under the employee medical plan. The plan is secondary to any other dental plan and to our own health plan.

E. All dental procedures are covered dental expenses if provided by or under the direction of a dentist licensed to practice by the state in which he or she practices.

F. An employee must complete a dental reimbursement request form and submit the completed form to the Benefits Office with a paid cash receipt, charge card receipt, or canceled check, within 180 calendar days of service to be eligible for reimbursement.

G. Reimbursement shall be made within twenty working days from the date proof of payment and reimbursement form is received by the Benefits Office.

H. The plan will continue in effect for current employees and their dependents. New employees and their dependents will become eligible upon the day they qualify for medical insurance. Any changes in this plan will be developed through the collaborative conferencing process. Employees will be notified of changes at least one (1) month in advance of the effective date of change.

Working Conditions

Section 1 – Workday for Professional Employees

The normal workday for professional employees shall be seven and one-half (7.5) hours. Workday shall mean the length of time a professional employee is required by the immediate supervisor to be at an assigned work location(s). Professional employees will report to work 15 minutes prior to the beginning of the student day and remain 15 minutes beyond the end of the student day.

Section 2 – Duty

Professional employees may be assigned required duties beyond the normal workday. Such duties shall be distributed on an equitable basis and determined by the principal and the faculty. Equitable shall not mean all professional employees are on duty simultaneously.

Section 3 – Planning Time

Professional employees shall be afforded 2 ½ hours of self-directed planning time each week during which they shall have no assigned duties or responsibilities of a non-instructional nature. This preparation time shall occur during no less than two days and shall consist of a minimum of 30 consecutive minutes per planning period.

Self-directed planning time for professional employees is to be used for activities directly related to the instructional program. Professional employees may elect to use this time to individually or collaboratively study standards, analyze student data and work samples, plan new lessons and units, or prepare materials for instruction.

Section 4 – Duty Free Lunch

- A daily duty-free lunch period equal in length to the scheduled student lunch period at the school shall be provided for professional employees.
- Professional employees shall not be required to attend conferences during duty-free lunch.
- A professional employee may leave the building or grounds during the duty-free lunch period.

Section 5 – Professional Employee Response

Professional employees utilizing duty-free time shall be required to respond to an emergency situation when so directed by the principal. Principals shall minimize disruptions to professional employees' planning time caused by activities during the school day.

Section 6 – Meetings Before or After the Workday

Professional employees shall not be required to attend more than four hours of meetings per month before or after the regular workday. This shall mean meetings of any kind scheduled in addition to the 7.5 hour workday including, but not limited to, leadership team, instructional committees, RTI team, faculty meetings, professional development, etc.

A. Guidelines for all Scheduled Meetings

1. In no case may a meeting begin before 7:00AM.
2. 48 hours advance notice given in writing
3. Afternoon meetings shall not be scheduled on Fridays or any day immediately preceding any holiday or other day upon which professional employee attendance is not required at school.

B. Guidelines for Faculty Meetings

- By the end of the first week of the school year, the faculty shall know the regular schedule for faculty meetings. This shall not prevent the principal from calling

faculty meetings necessitated by an emergency situation.

- Meetings held after the end of the student school day shall start no less than 20 minutes after all classes are dismissed.
- Items of school-wide interest submitted by members of the faculty to the principal at least one day in advance of a meeting shall be placed on the agenda. These items will be discussed after the conclusion of the administrative agenda. This additional time shall not be counted towards the monthly total, and professional employees may only be asked to stay on a voluntary basis.

Section 7 – Inclement Weather

When it is necessary to adjust the student school day due to inclement weather, the professional employee workday will be adjusted accordingly unless otherwise directed by the Superintendent or a designee.

Section 8 – Itinerant Professional Employees

Itinerant professional employees shall serve extra duties at one school. The school in which the itinerant professional employee is scheduled to serve the greatest amount of time shall be the base school. If an itinerate professional employee serves equal amounts in two or more schools, Human Resources shall determine the base school.

Section 9 – Notification of Absence

Professional employees are expected to notify an administrator any time they will be absent from school.

As long as the automated substitute system is operational, professional employees shall be required to enter the absence in order to secure a substitute. If notification of the professional employee's absence to the automated substitute system is not made before midnight, the professional employee is required to call the administrator or designee to report their absence.

Professional employees with prescheduled school events must enter the absence a minimum of one week in advance of the event.

Section 10 – Solicitations

Professional employees shall not be required to attend sales presentations or solicitations involuntarily at any time. This does not include presentations approved by the Superintendent which are related to the professional employee benefit program.

Section 11 – Professional Development

All local professional development will be scheduled to occur on days
(1) identified as staff development days, or
(2) after the end of the regular school day or
(3) during the time when regular school is not in session.
Professional employees will receive electronic notice of workshops from the host.
The professional employee lunch period will be a minimum of one-hour on staff development days if lunch is not provided. The professional employee workday may be extended to maintain the 7.5 workday while allowing for a longer lunch period than usual.

Section 12 - Professional Employee Safety and Legal Protection

A. *Safety of Working Areas*
It shall be the obligation of the Board to ensure areas and facilities in which professional employees are assigned are safe and nonhazardous. It shall be the obligation of each professional employee to perform assigned duties in a manner which is safe and nonhazardous.

B. *Suspected Unsafe Conditions*
A professional employee who suspects that an unsafe situation exists shall immediately inform his/her immediate supervisor. The immediate supervisor shall evaluate the situation and determine any corrective action, if needed. If the situation poses immediate harm to a professional employee or student, the professional employee will first take needed preventive action and then notify his/her immediate supervisor.

C. *Use of Reasonable Force*
If within the scope of an assignment the safety of a professional employee or student is threatened by a real and present danger, a professional employee may use reasonable force as necessary to protect himself and/or a pupil from attack, to protect another professional employee or property, or to obtain possession of weapons or other dangerous object. Professional employees shall immediately report incidents of this nature to their immediate supervisor.

D. *Physical Assault on a Professional Employee*
In the event that a professional employee, while performing assigned duties, suffers bodily injury as a direct result of a physical attack upon the professional employee the Board shall provide the following benefits to the employee:
1. Legal counsel to advise the professional employee of his/her legal rights.
2. The Board shall reimburse a professional employee for the actual value of any personal property damaged or destroyed during such physical attack, in excess of any valid and collectible insurance in effect at the time of the attack.
3. When absence from assigned duties is directly caused by such bodily injury, the professional employee shall receive regular salary and benefits for the period of such absence up to 20 working days per separate incident and shall not forfeit any accumulated leave.
4. The Board shall assume medical costs beyond the professional employee's insurance coverage incurred by a professional employee as a result of such bodily injury.
5. The providing of the benefits specifically described above shall be the sole obligation of the Board under this section.

E. *Conditions for Providing Benefits*
The Board's providing of the benefits described in section four are conditioned upon any or all of the following as applicable:
1. The professional employee promptly files an incident report or official complaint, giving complete details of the physical attack, with the governmental agency having police jurisdiction in the matter.
2. The Board shall receive a notarized statement from the professional employee, listing all personal property damaged or destroyed and reasonable proof of value, within two weeks of the physical attack.

3. The Board shall receive a statement from a medical doctor attesting to the professional employee's inability to return to work.

F. *Reimbursement for Personal Property*

The Board agrees to reimburse professional employees for the replacement of personal property stolen, damaged or destroyed while the professional employee was discharging duties within the scope of an assignment. The Board shall provide this reimbursement only if the professional employee immediately informs his/her supervisor in writing of the loss and presents a notarized statement to the Risk Management Department within ten (10) calendar days of the loss stating the circumstance of the loss and the estimated replacement or repair cost. No professional employee shall receive more than $300.00 per fiscal year under this section. The reimbursement provided by the Board shall be in addition to any valid and collective insurance in effect at the time of the loss.

G. *Legal Action Against a Professional Employee*

When a suit for damages is instituted against a professional employee, resulting from an alleged wrongful act by the professional employee in the performance of assigned duties, the Board shall provide the professional employee with legal counsel and indemnification up to the limits of and in accordance with the Board's Educational Liability Policy in effect at the time of the occurrence. The Board shall also pay the retainer fee provided for in the Policy. However, the Board shall have no obligation to provide any such legal counsel or indemnification in the event that the Board is the plaintiff in the suit against the professional employee or a Court or a jury determines that the professional employee was guilty of negligence or intentional wrongdoing. In no event shall the Board be obligated to indemnify the professional employee for any punitive or exemplary damages awarded in such a suit.

Section 13 - Personnel Files

A. *Content Guidelines*

The Board shall not establish any separate personnel file that is not available for the professional employee's inspection.

B. *Maintenance of Files*

A professional employee shall be given a copy of any written letter of reprimand placed in the professional employee's file by a supervisor at the time it is placed in the file. The professional employee also shall be given a copy of any letter of criticism placed in the professional employee's file, which is directed to the immediate supervisor, the Superintendent, or the Board concerning said professional employee's performance.

A professional employee shall be given the opportunity to rebut any letter of reprimand or criticism placed in the professional employee's file by attaching his/her own statement to the letter of reprimand or criticism within ten (10) working days of its placement in the file. The professional employee may add additional statement(s) later if new information related to the incident is developed.

The Superintendent will designate those administrative personnel who shall have access to the files of those professional employees under their direct supervision. A log (name and date) shall be maintained for others who review the files. Such log shall be available for examination by the professional employee.

C. *Access to Files*

A professional employee shall have the right, with prior appointment, to review the contents of his/her personnel file and to reproduce any documents contained therein. However, unless unusual circumstances exist, review of the file shall be granted within two workdays of the request. The professional employee shall have the right to have a representative accompany him during such a review.

The Board shall release to credit agencies only the present employment of a professional employee and his/her length of service in the system. Additional salary and personnel information shall be released upon written authorization from the professional employee, or in accordance with Tennessee Public Records Law.

The Board shall verify to another school district or employer a professional employee's work experience in the system.

Materials may be permanently removed from the professional employee's file only with the prior notification of the professional employee. If the professional employee objects to the removal and said materials, he may place a written statement of his/her objections in his/her file.

The Human Resources office, upon authorization from the Superintendent, shall provide properly identified law enforcement personnel with a professional employee's address, work location, and dates of employment. Information in addition to this shall be released only upon presentation of an appropriate court order.

All personnel file reviews shall be conducted in the presence of the Chief Talent Officer or a designee.

D. *Use of Files*

In the event that the School Board is to take disciplinary action against a professional employee based on material in the personnel file, the professional employee shall be given at least three workdays notice, except in cases of emergency, prior to the Board meeting concerning the material contained in the personnel file. The School Board shall not take action against a professional employee based on material contained in a professional employee's personnel file unless the material was placed in the file within a reasonable time after the incident became known to the professional employee's supervisor(s).

E. *Notification of Removal*

Any notification in the file relating to the permanent removal of material from the file shall also be removed. Such notations shall not be recorded in the future.

Section 14 - Student Discipline Procedures

A. *Board and Professional Employees Organization Responsibility*

The Board recognizes its responsibility to maintain and approve student discipline procedures. The elected representatives agree to assist the Board in the development of student discipline procedures.

All schools and the elected representatives shall receive one copy of the system's School Safety Plan.

B. *Local School Discipline Procedures*

The local school administrator shall have the overall responsibility for student discipline in the building(s), on the school grounds, and for school activities.

It shall be the responsibility of the building principal, working in cooperation with the faculty to develop, publicize, and enforce such building rules and regulations for student discipline as may be required to contribute to the orderly operation of the school. The principal will request assistance, he/she deems appropriate, for serious disciplinary problems.

C. *Classroom Discipline Procedures*

Maintenance of proper student behavior is primarily the responsibility of the professional employee. A professional employee may request assistance from the principal or his/her designee when behavior of a student interferes with classroom instruction. Except in the case of a sudden, unexpected discipline problem, the professional employee shall document disruptive student behavior to assist the principal or his/her designee.

1. The professional employee may temporarily remove a student from the class by referring the student to the designated administrator when the seriousness of the offense or the persistence of the misbehavior has an adverse effect on the learning environment. In such cases the professional employee shall brief the administrator or his/her designee of the incident on the standardized Discipline Referral Form. The principal or his/her designee will take appropriate action. The professional employee shall be informed of the disposition of each case.
2. The professional employee may request that a conference be held prior to the student's readmission to class. This conference may include the principal or his/her designee, parent(s) or legal guardian(s), the student, and the student's teacher(s). in the event that a conference cannot be hold within one school day, the administrator may return the student to class pending the outcome of a conference. If a mutually agreeable solution cannot be reached, the principal or his/her designee will make the final disposition of the matter.
3. If the misbehavior consists of a verbal assault and/or threat against a professional employee, the professional employee shall report the incident as soon as possible to the professional employee's immediate supervisor, or his/her designee, who shall immediately remove the student from class, investigate the incident, and take appropriate disciplinary action against the student. The professional employee shall provide the supervisor, or his/her designee, with a written statement of the incident as soon as possible.
4. If a professional employee is physically assaulted by a student or visitor, the principal or his/her designee shall call the police and take other appropriate action. The professional employee is encouraged to file a police report of the incident and to follow-up by filing charges with the appropriate court against the student or visitor.

D. *Self Defense*

Reasonable physical force may be used in self-defense. Self-defense is permissible when a professional employee finds it necessary to defend himself/herself or a third person or when the professional employee reasonably believes that such action is necessary for the safety of himself/herself or the third person. Self-defense means the use of only such force as is necessary to protect oneself.

In each instance in which a professional employee uses self-defense, the professional employee shall inform the principal at the earliest practicable and reasonable time of such action and shall make a complete and objective written report not later than the end of the next workday.

Section 15 - Professional Employee Relations

A. *Equitable Treatment*
The Board shall promote fair and equitable treatment for all professional employees.

B. *Non-discriminatory Practice*
There shall be no discrimination based on race, creed, color, religion, national origin, age, gender, marital status, or disability.

There shall be no discrimination against any professional employee because of his/her membership, or participation in a professional education organization, collaborative conferencing, or institution of any grievance(s), complaint(s), or proceedings under this Memorandum of Understanding, School Board policy, or law with respect to any terms or conditions of professional employment.

C. *Professional Employee Disciplinary Procedures*
The purpose of this section is to provide a procedure for progressive, positive remediation of unacceptable professional employee behavior.

The principal shall notify the professional employee of any alleged deficiencies and indicate a reasonable period to correct the stated deficiencies.

A professional employee may request, and have present, a representative during a disciplinary meeting. This includes when he/she is being issued a reprimand, or formally disciplined for any infraction of rules, or delinquency in professional performance.

If a supervisor should determine that a professional employee is to receive a warning, an oral reprimand or a written reprimand, the following procedures shall be followed.

1. *Warning*
The supervisor and professional employee shall meet and discuss the problem. The supervisor shall specify a time period in which the problem is to be corrected. The two individuals shall jointly sign an Employee Relations Form indicating that such a meeting occurred and the date of the meeting. Such statement shall not be placed in the professional employee's personnel file.

Both the supervisor and professional employee shall be entitled to have a representative present at an oral reprimand and written reprimand meeting.

2. *Oral Reprimand*
The supervisor shall
A. meet with the professional employee
B. permit the professional employee to explain his/her point of view
C. discuss the problem

D. state the corrective action to be taken, if any. The two individuals shall jointly sign an Employee Relations form indicating that such a meeting occurred and the date of the meeting. Such statement shall not be placed in the professional employee's personnel file.

A supervisor shall have the discretion, depending on the severity of the problem, to omit steps A and B.

3. *Written Reprimand*
The Supervisor shall meet with the professional employee and provide a written copy of
A. the violation
B. the corrective action to be taken
C. the consequence of further violations. The supervisor and professional employee shall sign and date the Employee Relations Form. The professional employee shall have the right to submit a written answer to the reprimand and his/her answer shall be attached to all copies of the reprimand.

No professional employee shall be discharged, suspended, formally disciplined, formally reprimanded, adversely evaluated, or deprived of any professional advantage without just cause. Just cause shall be given in writing to the professional employee.

D. Complaints
Any complaint regarding a professional employee made to any member of the administration by a parent, student, or other person, which may be used in any manner when evaluating a professional employee's performance shall be promptly investigated. Except in cases of a complaint that results in the involvement of HCDE Human Resources, state or federal agencies, the employee shall be given an opportunity to respond and meeting with the person making the complaint in order that he may rebut the complaint. If the person making the complaint refuses to participate in this procedure and no additional documented evidence supports the allegation, no reference to the complaint shall be placed in the professional employee's file. If a statement is to be placed in the personnel file, the professional employee shall acknowledge that he had the opportunity to review such complaint by affixing his/her signature to the copy to be files with the express understanding that such signature in no way indicates agreement with the content thereof. The professional employee shall also have the right to submit a written answer to such material and the answer shall be reviewed by the Superintendent or a designee and attached to all copies.

E. Suspension Without Pay
Suspension without pay will be no longer than 20 working days unless there is a pending legal investigation being conducted by any law enforcement agency, Department of Children's Services, the State Comptroller, or School Board counsel.

Leave

Section 1 – Sick

At the beginning of each school year, a professional employee shall be credited with one (1) sick leave allowance for each month of contractual employment. Unused sick leave days shall be accumulated from year to year with no maximum limit. Sick leave shall mean leave of absence because of illness of a professional employee from natural causes, accident or quarantine or illness or death of a member of the immediate family of a professional employee, including the professional employee's wife or husband, parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law.

A. *Transfer of Sick Leave*

Upon a professional employee's request, the Human Resource Office shall inform all newly elected professional employees of the amount of transferred sick leave. The amount of transferred sick leave shall be included with accumulated sick leave on the professional employee's paycheck stub as soon as administratively possible.

B. *Notification of Accumulation*

Each professional employee shall be given a written accounting of accumulated sick leave days on each regular paycheck stub.

~~*C. Sick Leave Bank*~~

~~The Board and Professional Employees Organization agree to establish a sick leave bank in accordance with applicable state law and provisions as stated below.~~

~~*1. Purpose*~~

~~The purpose of the Sick Leave Bank is to provide sick leave to contributors who have suffered a serious illness, injury, disability or quarantine and whose paid leave is exhausted. Serious implies an unplanned life threatening or severely incapacitating condition for which extensive medical treatment or prolonged absence from work is necessary. Illness or medical problems of a short-term nature shall not be considered as serious.~~

~~*2. Administration*~~

~~The Sick Leave Bank shall be administered by a Committee of Trustees. The Committee shall be composed of five members appointed by the School Board, two members appointed by the Professional Employees Organization, and the Superintendent of Schools who shall chair the Committee.~~

~~*3. Membership*~~

~~Persons entitled to sick leave under TCA 49-5-710 shall become a member of the Bank by donating one day of accumulated sick leave. Certified professional employees must be eligible for membership in the Sick Leave Bank.~~

~~Professional employees shall be eligible to join one year after their hire date during their anniversary month (i.e., calendar month August, January, etc.) or any open enrollment period following one year of employment.~~

~~*4. Rules*~~

~~A. A minimum participation of 20 members shall be required to establish the Bank.~~

~~B. A professional employee who elects to participate in the Bank shall initially have one day of sick leave deducted from his/her personal accumulation and deposited to the Sick Leave Bank. Donations of sick leave to the Bank are nonrefundable and nontransferable, unless the Bank is dissolved.~~

~~C. If at any time the number of days in the Sick Leave Bank is less than 20, or one per member if there are more than 20 members, or at any time deemed advisable, the Committee shall assess each member one or more days of accumulated sick leave. If a member has no accumulated sick leave at the time of assessment, the first earned days shall be donated as they are accrued by the teacher.~~

~~D. By written notice to the Trustees, a member may withdraw from Bank participation effective June 30 next. Membership withdrawal shall result in forfeiture of all days contributed.~~

~~E. Members of the Sick Leave Bank shall be eligible to make application to the Bank for sick leave only after having been a member of the Bank for 30 calendar days.~~

~~F. A participant shall not receive any sick leave from the Bank until after having exhausted all accumulated paid leave, including all paid Board extensions and then only after satisfying an unpaid 5-day waiting period.~~

~~G. Leave grants from the Bank, recommended by the Board of Trustees shall be in units of no more than 20 consecutive days for the individual applicant. Applicants may submit requests for extensions of such leave grants before their prior grants expire. The maximum number of days any participant may receive in any fiscal year is 60. The maximum number of days any participant may receive as a result of any one or recurring diagnosed illness or accident is 90 days. Days from the Bank may not be utilized for those days when an employee would not receive pay. The Trustees may establish regulations restricting the number of days which may be withdrawn from the Bank by one member on account of one illness, particularly any known illness existing at the time the teacher elected to participate in the Bank.~~

~~H. In the event a member is physically or mentally unable to make a request to the Sick Leave Bank for use of sick leave days, a family member or agent may file the request.~~

~~I. All requests to utilize days from the bank shall be accompanied by a physician's statement, verifying the cause of the illnesses or injury and attesting to the individual's inability to perform assigned duties. Refusal to supply such a statement shall result in the request being denied.~~

~~J. For all pregnancy related requests, the employee's physician must certify that the employee is disabled and/or the pregnancy is at risk. The employee's physician must state specifically the employee's disability and/or reason for the high-risk pregnancy.~~

~~K. Sick leave granted a member from the Bank need not be repaid by the individual except as all members are uniformly assessed.~~

~~L. Grants of sick leave from the Sick Leave Bank shall not be made to any member on account of any elective surgery, or illness or any member of the participant's family, or during any period the member is receiving disability benefits from social security or the state or local retirement plan.~~

~~M. A member shall lose the right to obtain the benefits of the sick leave bank by:~~

~~1. Resignation or termination of employment.~~

~~2. Cancellation of participation which is effective on June 30 next.~~
~~3. Refusal to honor such assessment as may be required by the Committee of Trustees.~~
~~4. Being on approved leave of absence with the exception of personal illness or disability leave.~~
~~5. Retirement~~

~~N. All actions of the Trustees shall require three affirmative votes and shall be final and binding.~~

~~5. *Procedures*~~

~~A. Contributions to the Bank must be made on a Sick Leave Bank Donation Form.~~
~~B. The Trustees shall act affirmatively or negatively on all applications within 10 calendar days of the application.~~
~~C. At the request of a majority of the Trustees, an applicant may be required to undergo at his/her expense a medical review by a physician approved by the Trustees.~~
~~D. Any person submitting a request to draw on the Bank must have made his/her proper contribution for the fiscal year in which the request is made.~~
~~E. All records of the Sick Leave Bank shall be kept in the Finance and Human Resources Offices.~~
~~F. Any days approved by the Trustees but not utilized by an individual shall be returned to the Bank.~~
~~G. Pay for approved Sick Leave Bank days shall be made on the next regularly scheduled payroll date for that individual.~~
~~H. Enrollment in the Bank shall be for the current year and subsequent years unless revoked in writing. Such cancellation shall be effective June 30 next.~~
~~I. The Trustees of the Bank shall be responsible for developing all necessary forms for the implementation and administration of the bank.~~
~~J. Each member shall sign an authorization form stating that they are aware of the provisions of the sick leave bank and also relieving the Board, the Professional Employees Organization and the individual Trustees from any liability as a result of action taken by the Trustees.~~

D. Short Term Disability
Short term disability benefits are available to full-time employees of HCDE. A base policy that pays 60% of basic weekly earnings up to a maximum of $500 per week is provided at no cost to the employee.

Section 2 – Personal

Each professional employee shall be granted a total of three (3) days of paid leave per school year employed, non-accumulative, for personal leave.

Personal leave may be used for personal reasons and can be taken at the discretion of the professional employee. However, use of personal leave is contingent on the professional employee securing a substitute job number. A professional employee shall not be required to give reasons for the use of any personal leave.

A professional employee planning to take personal leave shall request approval from his/her immediate supervisor at least one (1) working day in advance of the absence, except when

conditions beyond the control of the professional employee do not permit such advance request. If one (1) working day advance request is not possible, the professional employee shall request approval as soon as possible. Personal leave shall be taken and charged in at least one- half (1/2) day increments.

The approval of the Superintendent, a designee, or the Board shall be required under the following conditions:

A. If more than 10% of the professional employees in any given school request personal leave on the same day, the calculation of any major fraction shall be considered as one; and in schools of five professional employees or less, one may take personal leave at the professional employees' discretion.
B. If personal leave is requested during any prior established student examination period.
C. If personal leave is requested on the day immediately preceding or following a holiday or vacation period.
D. If personal leave is requested for days scheduled for professional development or in-service training, according to a school calendar adopted by the local board of education prior to the commencement of the school year.
E. If personal leave is requested for days scheduled for parent-teacher conferences, according to a school calendar adopted by the local board of education prior to the commencement of the school year.

Section 3 – Professional

Additional paid professional leave beyond that provided in section on (1) of this Article may be granted, upon request, by the Superintendent or a designee.

Professional leave shall be used for activities which will benefit the educational program of the school district. A professional employee planning to take professional leave shall request written approval from his/her immediate supervisor at least five (5) working days in advance of an absence.

Professional leave shall be taken and charged in at least one-half (1/2) day increments.

Section 4 – Religious

A professional employee whose religious affiliation requires the observance of a regularly scheduled religious service during a professional employee's scheduled workday shall be granted paid leave for a maximum of two (2) days annually non-accumulative for such services. However, this leave shall not be interpreted to include wedding ceremonies.

The professional employee's immediate supervisor shall grant religious leave upon request, provided that the leave is requested at least one (1) working week in advance of the anticipated absence.

Religious leave shall be taken and charged in at least one-half (1/2) day increments.

Section 5- Jury and Legal

A professional employee called for jury duty or subpoenaed as a witness in court or required by the Board to appear in a court related proceeding during the workday shall suffer no loss in pay or leave days. Any fees or remuneration the professional employee received during such leave shall be turned over to the Hamilton County School System.

Please note that federal courts do not require an employer to pay any daily salary to a professional

employee on jury duty. Further, local courts only require that a professional employee be compensated for the actual time they served on the jury and travel time. HCDE opts to pay the full daily salary for all professional employees reporting for jury duty regardless of time served, so the full compensatory check – including mileage and parking fees – should be turned in to the payroll department upon receipt.

Section 6 – Short-Term Military Leave

A leave shall be granted to professional employees who are members of the National Guard or a Reserve component of the armed forces of the United States to fulfill their annual duty commitment to the services under the following provisions:

1. Professional employees desiring such leave shall write a letter to the Human Resources, giving dates and attaching a copy of pertinent orders, if any.
2. The leave shall not exceed 20 work days annually. Annual leave or personal leave may be used to extend short-term military leave.
3. The leave shall be with full pay and benefits.
4. The professional employee shall be permitted to return to the position vacated.

Section 7 – Emergency

An immediate supervisor shall grant a professional employee paid emergency leave during the workday for a maximum of three (3) hours. Such leave shall be for a sudden, unexpected occurrence demanding immediate attention. Leave beyond three (3) hours shall be taken as personal leave, sick leave, or leave without pay.

Section 8 – Bereavement

A. A professional employee shall be granted five (5) consecutive work days leave without loss of pay or benefits, and not chargeable to any other type of leave on the death of a parent or court appointed legal guardian, spouse, child of the professional employee, natural and/or adopted siblings, current parents-in-law, grandchildren, and grandparents if the leave is taken within seven (7) calendar days of the funeral or cremation.
B. In cases of relationships other than those listed in paragraph 1, approval by the Superintendent may be granted as a special circumstance to attend memorial services where dependent children are involved, not to exceed three (3) consecutive work days.
C. In the event of the death of a professional employee or student in the Hamilton County School System, and with the agreement of the Superintendent, the principal or immediate supervisor may grant to an appropriate number of professional employees sufficient time to attend the services.

Section 9 – Parental

A. A professional employee shall be granted an unpaid leave of absence for a maximum of twelve (12) calendar months for the purpose of child bearing, adoption, and for the childcare aspects associated with a newborn infant. However, the professional employee shall be allowed to use all or a portion of her accumulated sick leave for maternity leave purposes during the period of her physical disability only, as determined by a physician; provided that the professional employee requests, in writing, to utilize accumulated sick leave and her physician provides written certification of her disability. Professional employees involved in adoption proceedings may use accumulated sick leave days not to exceed thirty (30) consecutive work days. In case of adoption, the professional employee must submit documentation from the adoption agency. If both parents are professional employees of the Hamilton County Department of Education, only one parent may take leave at a time.
B. A professional employee may be granted an unpaid leave of absence for a maximum of twelve months for child rearing purposes or when legally adopting a child. However, child rearing leave shall be granted only for a professional employee's natural or legally adopted child who is under the age of eighteen (18) or disabled and who is unmarried and living in the professional employee's household.

C. When a maternity leave and child care leave run concurrently and exceed twelve (12) calendar months overall, the professional employee will not be automatically entitled to return to the position the professional employee vacated. Instead, the professional employee may apply for any positions in which he/she is interested and eligible, or his/her name will be entered on an unassigned list for placement in an available comparable position.

Section 10 – Military

A professional employee serving in any branch of the United States Military shall be granted an unpaid leave of absence for the period of time required by the United States Government.

Section 11 – Public Office

A professional employee elected to a public office shall be granted an unpaid leave of absence for the period of time that is required by the elected office.

Section 12 – Educational Improvements

Professional employees may be granted an unpaid leave of absence for a maximum of twelve (12) calendar months for the purpose of engaging in a program of studies related to his/her professional responsibilities at an accredited institution of higher education. Official transcripts must be submitted to Human Resources when returning from educational leave.

Section 13 – Recuperation of Health

A professional employee shall be granted a paid (when using accrued sick leave) or an unpaid leave of absence from a date certain to a date certain for a maximum of 12 calendar months for health recuperation purposes. The Superintendent reserves the right to request a physician's statement certifying that said leave is needed.

Section 14- Professional Employees Organization President

The Superintendent may grant the Professional Employees Organization President, upon request, unpaid leave of absence of 24 months upon taking office for the purpose of serving as Professional Employees Organization President. A professional employee who has served more than 12 months as Professional Employees Organization President shall return to the same or comparable position held immediately prior to serving as Professional Employees Organization President.

Section 15 – Overseas Teaching Leave of Absence

The Board may grant a professional employee leave without pay and benefits for overseas teaching in military or civilian schools on the elementary, middle, high or post-secondary levels; or the Peace Corps. Such leave shall be subject to the following:

A. Leave will be for one academic year and may be renewed for one additional year.
B. Return after leave for one academic year shall be to the professional employee's former position.
C. Return after leave for more than one academic year shall be to a comparable position for which the professional employee is certified.
D. Overseas teaching leave is limited to two academic years per occurrence.

Section 16 – Other Sufficient Reasons
The Board may grant a professional employee an unpaid leave of absence for a maximum of 12 calendar months for reasons other than those cited in sections nine through fifteen. The leave may not be taken for commercial endeavors or for personal convenience.

Section 17 – Requesting Extended Leave
A professional employee desiring to utilize an extended unpaid leave under this Article shall file a written request on the specified form with Human Resources at least 30 calendar days in advance of the anticipated starting date of the leave. The Superintendent may waive or reduce the 30 day notice.

If a professional employee is absent (whether in paid or unpaid status) for 10 consecutive work days, he/she shall complete the specified leave form and return it to the immediate supervisor who will forward the form to Human Resources.

Section 18 – Requesting Extensions of Leave
A professional employee already on Superintendent-approved parental leave, educational improvement leave, recuperation of health leave or other sufficient reason leave may request extensions of the original leave for a maximum of twelve (12) months.

Section 19 – Conditions of Leave
The following conditions shall apply to a professional employee on Superintendent-approved extended unpaid leave of absence:

A. Experience for salary rating purposes shall not accrue, except for military leave. A maximum of five (5) years experience shall be granted for military leave.
B. Sick leave days shall not accrue, but all accumulated sick leave days shall be reinstated upon return to service.
C. The Board's contribution toward all fringe benefits will be terminated (except as provided for in Section 19 of this Article); however, the professional employee may continue COBRA eligible benefits by electing COBRA continuation coverage. Life insurance may be continued through the HCDE life insurance carrier. Contact the Employee Benefits Department for more information.
D. The professional employee shall suffer no loss in the number of years of teaching experience previously established in Hamilton County.
E. Professional employee seniority shall be adjusted when in non-pay status. In addition, a professional employee's Tennessee Consolidated Retirement System (TCRS) contributions and career ladder payments are adjusted when a professional employee is in non-pay status.
F. If a professional employee requests to shorten his/her extended leave of absence, he/she shall be allowed to return to a vacant position for which he/she is certified, if available, until the end of the original leave date.
G. If a professional employee (tenured or non-tenured) who is on a leave of absence is nonresponsive regarding their plans to work after two attempts by certified return receipt mail; they will be considered as having abandoned their job. Procedures for termination shall proceed according to T.C.A. 49-5-512

Section 20 – Family and Medical Leave Act (FMLA)
Professional employees eligible under the Family and Medical Leave Act of 1993 (FMLA) may be entitled for up to twelve (12) weeks of paid and/or unpaid leave annually, between July 1 and June 30, for the birth or placement of a child for adoption or foster care; to care for an immediate family

member with a serious health condition; or to take medical leave when the professional employee is unable to work because of a serious health condition.

Family and Medical Leave shall run concurrently with Tennessee Maternity Leave, OJI, HCDE sick leave, personal leave, and/or paid vacation time. After using all accrued paid leave, then an employee's Family and Medical Leave shall be without pay. Existing professional employee health insurance benefits shall be continued during FMLA leave as if the professional employee had continued to work provided that the professional employee continues to pay the required professional employee contribution. A professional employee requesting FMLA leave shall be provided written guidance concerning professional employee rights and obligations under FMLA. Eligibility for FMLA is contingent upon the professional employee having worked at least 1250 hours during the previous school year.

Section 21- Sabbatical Leave

A. *Length of Leave*
Upon written request the Board may grant sabbatical leave to a professional employee for a maximum of one (1) calendar year in order to pursue a program of studies at an accredited institution of higher education which will benefit the Hamilton County School System.

B. *Provision of Leave*
The following provisions shall govern sabbatical leave:

1. To be eligible for sabbatical leave a professional employee must have completed at least seven (7) consecutive years of service in the Hamilton County School System prior to starting the leave and must have received a Master's Degree prior to stating the leave.
2. ~~A professional employee on sabbatical leave shall be paid one-half (1/2) of the regular salary received at the time the leave commences.~~
3. All requests for sabbatical leave shall be submitted to the Board by January fifteen (15) of the calendar year for which the leave would commence.
4. Any professional employee who takes a sabbatical leave under the terms of the Article shall return to the Hamilton County School System for three (3) years of employment or refund to the Board all money received from the Board while on leave, on a pro-rated basis.
5. ~~In the event of the death of a professional employee, the estate will not be held responsible to repay any monies received from the Board while the professional employee was on leave.~~

Commented [10]: Reflects Board Policy 5.308 that was revised on 06/18/20

Payroll Deductions

Section 1 – Dues Deduction Authorization
Any professional employee who is a member of the Professional Employees Organization or who has applied for membership may sign for the Association to deliver to the Board an assignment authorization payroll deduction of professional dues. The form of the assignment shall be the United Educators Profession membership enrollment form.

The Professional Employees Organization shall deliver to the Finance Department an alphabetical list by work assignment of all professional employees who desire payroll deductions on or before the fourth school day of September each year.

Section 2 – Deduction Procedure
Pursuant to the deduction authorization, the board will deduct one-twentieth (1/20) of the total amount to be deducted from the regular salary check of the professional employee beginning in September and continuing thereafter for twenty consecutive paychecks.

Section 3 – Pro-rata Deductions
Deductions for professional employees authorizing dues deduction after the dates of commencement of deductions as specified in Section 1 of this article shall be pro-rated so as to complete deductions at the same time as other Professional Employees Organization deductions. Authorization forms must be received in the Finance office within ten (10) working days of the professional employee's next regular paycheck.

Section 4 – Duration of Authorization
Dues deductions shall continue in effect from year-to-year. This authorization shall continue in effect unless cancelled by the member prior to September 1 of any school year, using the HCEA-approved Membership Drop Form.

Section 5 – Board Obligation Release
In the event that a professional employee's net salary is insufficient to permit dues deduction for the month, the Board shall have no obligation to deduct dues for that month from said professional employee.

Section 6 – Transmission of Dues to Association
All dues deducted by the Board shall be remitted to the Professional Employees Organization within seven (7) calendar days from the date deducted. An alphabetical list by work assignment of professional employees for whom such deductions have been made shall also be supplied to the Association. This list shall be separated by payroll classification.

Section 7- Indemnification
The Professional Employees Organization agrees to indemnify and hold harmless the Board against any and all claims, suits or other forms of liability, arising out of the provisions in this dues deduction agreement between the parties.

Section 8 – Other Payroll Deductions
The Board shall continue to provide payroll deductions for Board-approved annuities, bonds, credit unions, insurance programs and charitable organizations.

Hamilton County Certified Salary Scale - 201 Days

Commented [11]: This needs to be updated for this year

Commented [12R11]: Updated

Step	Bachelors	Step	Advanced Degree (Masters, Master+45, ED.S)	Step	ED.D
0	$41,876	0	$44,913	0	$50,770
1	$42,294	1	$46,084	1	$51,942
2	$42,713	2	$47,256	2	$53,114
3	$43,131	3	$48,427	3	$54,286
4	$43,741	4	$49,599	4	$55,458
5	$44,913	5	$50,770	5	$56,628
6	$46,084	6	$51,942	6	$57,800
7	$47,255	7	$53,114	7	$58,972
8	$48,428	8	$54,286	8	$60,144
9	$49,599	9	$55,457	9	$61,315
10	$50,770	10	$56,629	10	$62,487
11	$51,942	11	$57,800	11	$63,658
12	$53,114	12	$58,972	12	$64,829
13	$54,287	13	$60,144	13	$66,003
14	$55,458	14	$61,315	14	$67,174
15	$57,018	15	$62,487	15	$68,734
16	$57,018	16	$62,877	16	$68,734
17	$58,191	17	$63,658	17	$69,907
18	$58,191	18	$64,049	18	$69,907
19	$59,363	19	$64,442	19	$71,079
20	$59,363	20	$64,833	20	$71,079
21	$59,363	21	$65,220	21	$71,079
22	$59,363	22	$65,613	22	$71,079
23	$59,363	23	$66,005	23	$71,079
24	$59,363	24	$66,392	24	$71,079
25	$60,924	25	$66,785	25	$72,640
		26	$67,177		
		27	$67,563		
		28	$67,955		
		29	$68,541		
		30	$69,126		

Hamilton County Department of Education
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

MEMORANDUM

To: Hamilton County Board of Education
Dr. Nakia Towns, Interim Superintendent

From: Penny Murray
Chief Talent Officer

Date: August 19, 2021

RE: Request for New Position –
Hamilton County Schools Foundation Executive Director

We request approval for creation of the position Hamilton County Schools Foundation Executive Director (ED).

This full-time position will report to the Board of Directors and will have overall strategic and operational responsibility for the Hamilton County Schools Foundation's programs, expansion, and execution of its mission. The incumbent will work closely with Hamilton County Schools senior leadership and development staff to execute the mission of the Hamilton County Schools Foundation to support educational opportunities and excellence for ALL students through the effective mobilization of resources, relationships, and innovation.

This position will be created and funded by the Hamilton County Schools Foundation.

Thank you for your approval of this request.

Enclosure: Job description

Job Description

Job Title:	Executive Director, Hamilton County Schools Foundation	FLSA Status:	Exempt
Job Code and Grade	Coordinator Grade	Reports To:	Board of Directors

Purpose of Job

This position will have overall strategic and operational responsibility for the Hamilton County Schools Foundation's programs, expansion, and execution of its mission. She or he will work closely with Hamilton County Schools senior leadership and development staff to execute the mission of the Hamilton County Schools Foundation to support educational opportunities and excellence for ALL students through the effective mobilization of resources, relationships, and innovation.

Primary Job Duties and Responsibilities

Leadership & Management:

- Ensure ongoing local programmatic excellence, rigorous program evaluation, and consistent quality of finance and administration, fundraising, communications, and systems; recommend timelines and resources needed to achieve the strategic goals.
- Actively engage and energize the Hamilton County Schools Foundation volunteers, board members, committees, partnering organizations, donors, and funders.
- Develop, maintain, and support a strong Board of Directors; serve as ex-officio of each committee; seek and build board involvement with strategic direction for ongoing local operations.
- Ensure effective systems to track scaling progress, and regularly evaluate program components, so as to measure successes that can be effectively communicated to the board, funders, and other constituents.

Fundraising & Communications:

- Expand local revenue-generating and fundraising activities to support existing program operations and expansion.
- Deepen and refine all aspects of communications—from web presence to external relations with the goal of creating a stronger brand.
- Use external presence and relationships to garner new opportunities.

Knowledge, Skills, and Abilities

Skills/Qualifications:
The ED will be thoroughly committed to the Hamilton County Schools Foundation's mission. All candidates should have proven leadership, fundraising, and relationship management experience.

Specific requirements include:

- Bachelor's degree, Master's preferred, with at least 5 years of senior management experience; track record of effectively leading and scaling an outcomes-based organization and staff; ability to point to specific examples of having developed and operationalized strategies that have taken an organization to the next stage of growth
- Unwavering commitment to supporting excellence in public education

- Excellence in organizational management with the ability to set and achieve strategic objectives, collaborate with leadership teams, and manage a budget
- Past success working with a Board of Directors with the ability to cultivate existing board member relationships
- Strong marketing, public relations, and fundraising experience with the ability to engage a wide range of stakeholders and cultures
- Strong written and verbal communication skills; a persuasive and passionate communicator with excellent interpersonal and multidisciplinary project skills
- Action-oriented, entrepreneurial, adaptable, and innovative approach to organizational planning
- Ability to work effectively in collaboration with diverse groups of people
- Passion, idealism, integrity, positive attitude, mission-driven, and self-directed

Abilities/Physical Requirements:

ACTIVITY	FREQUENCY				ACTIVITY	FREQUENCY			
	N	O	F	C		N	O	F	C
Lift/Carry:					Twist				x
10 lbs or less				x	Turn (pivot)				x
11-20 lbs				x	Climb		x		
21-50 lbs			x		Crawl		x		
51-100 lbs		x			Reach Above				x
100+ lbs		x			Reach Outward				x
Push Pull:					Fine Motor Tasks			x	
10 lbs or less				x	Stand				x
11-20 lbs				x	Walk				x
21-50 lbs				x	Sit		x		
51-100 lbs		x							
100+ lbs		x			Drive		x		
					Automatic – N/A				
Bend				x	Standard – N/A				
Squat			x						
Kneel			x		Type/Keyboard			x	
Key:									
N=Never 0% of time ; O= Occasional 1-33% of time; F=Frequent 34-66% of time C=Constant 67-100% of time									

Hamilton County Board of Education, Tennessee, is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the Board of Education will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Hamilton County Department of Education
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

MEMORANDUM

To: Hamilton County Board of Education
Dr. Nakia Towns, Interim Superintendent

From: Penny M. Murray
Chief Talent Officer

Date: August 19, 2021

RE: Classified Staff Salary Increases

In 2019, the Board approved increasing starting salaries for classified staff to $12 per hour. In the Spring of 2021, the Board approved increasing starting salaries to $13 per hour for classified staff, excluding (at that time) school nutrition and school aged child care staff. As a result, many school-based classified employees were impacted by pay compression.

In order to immediately address pay compression concerns, we are requesting that the Board increase compensation of classified staff who are currently on grades six and seven and were hired prior to August 2020 by increasing their step level by two steps. Employees in grades six or seven include the pay grades that previously started below $12 and $13 per hour. These include clerical assistants, educational assistants, ISS monitors and behavioral educational assistants. Please note that classified employees hired after August 2020 are receiving a starting salary of $13 per hour or higher based on experience.

This will impact approximately 525 employees at an additional cost of $263,443.

This furthers our goal to provide a competitive total compensation rewards package to all employees as outlined in Future Ready 2023.

We respectfully ask for the Board's approval of this request.

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 HICKORY VALLEY ROAD
CHATTANOOGA, TENNESSEE 37421

MEMORANDUM

TO: Hamilton County Board of Education
Dr. Nakia Towns
Interim Superintendent

FROM: Penny M. Murray
Chief of Talent

DATE: August 19, 2021

RE: **Request to Offer COVID Leave for the 2021-2022 School Year**

Current CDC guidelines require the following categories of persons to quarantine or isolate: 1) any required unvaccinated employee who is a close contact of a positive COVID case, 2) any employee who is exhibiting COVID symptoms, or 3) any employee who has tested positive. Employees who fall into these categories thus cannot report to work. For employees who do not have sick leave, it creates a hardship.

Last year, there was a federal statute, The Families First Coronavirus Response Act (FFCRA), which required employers to provide employees with paid sick leave or family and medical leave for specified reasons related to COVID-19. The act allowed these provisions through December 31, 2020. The Board voluntarily extended this leave through May 31, 2021.

At present, our employees do not have any leave of this nature available. Thus, we are proposing to offer 5 days of COVID leave to eligible employees.

I respectfully request the approval of this leave.

HCS Temporary COVID Leave
2021-2022 School Year

Although Hamilton County Schools' (HCS) regular functions have been disrupted due to the COVID-19 pandemic, HCS continues to operate, and employees who perform essential functions are needed to attend work in order to support our students and community.

EMPLOYEES WHO DO NOT QUALIFY FOR THE PAID SICK LEAVE AS DEFINED BELOW AND WHO DO NOT FALL INTO HIGH RISK CATEGORIES ARE EXPECTED TO PERFORM THEIR REGULAR WORK ASSIGNMENTS. FAILURE TO PERFORM ASSIGNED WORK WILL RESULT IN NON-PAY.

While the paid leave mandates under the FFCRA expired on December 31, 2020, HCS is electing to offer paid COVID-19 leave under the circumstances outlined below for the duration of the 2021-2022 School Year.

COVID Leave

Emergency paid sick leave will be immediately available to an employee if the employee is unable to work because the employee:

1. Is subject to a federal, state, or local quarantine or isolation order,
2. Has been advised by a health-care provider to self-quarantine,
3. Is experiencing symptoms associated with COVID-19 and is seeking a medical diagnosis,
4. Is waiting for the results of a COVID-19 test,
5. Is receiving a COVID-19 vaccine, or
6. Is recovering from side effects related to the COVID-19 vaccine.

In order to qualify for HCS Temporary COVID-19 Leave, the employee must:

1. Have been vaccinated against COVID-19 or deemed medically ineligible by his/her medical provider to receive the vaccine. An employee deemed medically ineligible must place a notice from their provider on file with Human Resources prior to receipt of any positive COVID-19 test results,
2. If unvaccinated, agree to undergo weekly COVID-19 testing, or
3. Whether vaccinated or unvaccinated, be willing to accept remote assignments, if able and if such assignments are available.

Full-time employees are entitled to up to 37.5 hours (5 days) of paid sick leave.
Part-time employees are entitled to paid sick leave amounting to up to the average number of hours the employee works during an average one week period.

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 HICKORY VALLEY ROAD
CHATTANOOGA, TENNESSEE 37421

MEMORANDUM

TO: Hamilton County Board of Education

Dr. Nakia Towns
Interim Superintendent

FROM: Jennifer Bronson
Chief of Staff

DATE: August 19, 2021

RE: First Reading
Proposed Policy Additions

Based on administration review of several policies, the following recommendations have been made for first reading.

Policy #	Policy Title	Proposed Revisions/Additions
1.404	Appearances Before the Board	The update will include changes in wording to correct for a typographical error.
1.407	School District Records	The update will correct the comptroller's hyperlink.
3.503	Food Services Employee Health Policy	The updates will include additional transmissible diseases and legal references.
5.6011	Code of Professional Conduct	New policy
6.204	Attendance of Non-Resident Students	The update clarifies the guidelines for students receiving specialized services and School Choice/Magnet spaces.
6.210	Registered Sex Offenders	The updates are in compliance with legal references.
6.412	Emergency Allergy Response Plan	The updates are in compliance with the Guidelines for Health Care in the School Setting and legal references.
6.506	Homebound Instruction Program Guidelines	The update clarifies the guidelines for students receiving homebound instruction.

The changes are presented for first read and none of the proposed revisions would become effective unless and until the Board approves upon a second and final reading at a future meeting.

Hamilton County Board of Education			
Monitoring: Review: Annually in July	Descriptor Term: ~~Appearances Before the Board~~ Public Comment at Board Meeting	Descriptor Code: 1.404	Issued Date: 08/20/15
		Rescinded:	Revised: 08/19/21

~~Any resident of Hamilton County may appear before the Board of Education to comment upon the operation of the Hamilton County Schools. However, for the efficient operation of the schools, the Board desires that complaints and concerns be resolved as quickly as possible and by the employee or administrator having responsibility over the issue in question. Accordingly, the Board encourages individuals with complaints or concerns to speak with the appropriate employee or administrator rather than first addressing the Board.~~

~~**APPEARANCES BEFORE THE BOARD**~~

The Executive Secretary of the Board will publish the agenda for the Board of Education's monthly meeting on the Friday prior to the meeting. Any resident of Hamilton County who ~~desiring~~ desires to address the Board regarding an item on the agenda must contact the Board secretary no later than the close of business the Tuesday before the meeting and request time to address the Board. A prospective speaker must specifically identify agenda item(s) to be addressed and must provide their name, residential address, and contact information.
~~the operation of the Hamilton County Schools must submit a written request setting forth the topic upon which the individual wishes to address the Board as well as any supporting documents or materials. He or she must submit this written request to the Director of Schools no later than three (3) days prior to the Board's meeting.~~

~~If~~ The Executive Committee of the Board ~~approves the~~ will review request(s)~~, the individual will be listed on the Board's printed agenda and recognized at the appropriate time. The Board Secretary will also circulate to the Board members any documents or materials that the individual submitted in support of his or her request to speak.~~ to address the Board and will approve or deny the requests based upon whether the prospective speaker is a resident of Hamilton County; has identified a specific item on the Board's agenda; the number of prospective speakers who have already asked to address the same agenda item; and the length of time other business items are likely to take. In the event the Executive Committee concludes that time will not allow for everyone wishing to speak to have space on the agenda, the Executive Committee may limit speakers to the first five who made their requests to speak. The Executive Committee may also limit the speakers on the same topic to no more than three. The Executive Committee will not restrict speakers on the basis of viewpoint.

The Board secretary will inform everyone who has requested to speak whether their request has been approved or denied and, if denied, the reason for the denial. Any approved speaker who has materials to be shared with the Board prior to the Board meeting shall provide copies of these materials to the Board secretary no later than 12:00PM Eastern the day of the scheduled board meeting.

~~Additionally, any resident of Hamilton County desiring to address the Board who has missed the three (3) day advance deadline may nevertheless be recognized to speak provided that he or she signs in at least thirty (30) minutes prior to the start of any regularly scheduled Board meeting. Thirty (30) minutes prior to the start of the meeting, the Board Secretary will collect the sign-in sheet and provide it to the Chairman. The Chairman, at the appropriate time on the agenda, will recognize the first three (3) individuals who have signed in to address the Board.~~

~~If a group of individuals wishes to address the Board about the same matter, the group must select one (1) individual to speak on its behalf unless the group specifically requests permission for multiple individuals to speak on the same topic.~~

~~**RULES GOVERNING ANY COMMENTS TO THE BOARD**~~

~~Individuals speaking to the Board shall address their remarks to the Chairman. Each person speaking shall state his or her name, his or her address, and the subject of his or her presentation. Remarks will be limited to five (5) minutes unless time is expended extended by the Board.~~

Speakers shall address their remarks to the Chairman and not to any employee or Board member. Remarks will be limited to five minutes. Under no circumstances will the Chairman allow a speaker to identify a student or to discuss confidential matters protected by law.

~~Under no circumstances will the Chairman allow a speaker to identify a student or to discuss confidential matters protected by law or professional ethics. Likewise, the Chairman will not allow a speaker to address any employee or to make derogatory comments regarding any employee.~~

The Chairman shall have the authority to terminate the remarks of any individual who is disruptive or does not adhere to the Board rules.

Legal References:	Cross References:
T.C.A. § 39-17-306	School Board Meetings 1.400
	Agendas 1.403
	Complaints About School Personnel 5.503

Hamilton County Board of Education			
Monitoring: Review: Annually in July	Descriptor Term: **School District Records**	Descriptor Code: 1.407	Issued Date: 06/15/17
		Rescinded:	Revised: 08/19/21

The director of schools shall maintain all school district records required by law, regulation and board policy. Any citizen of Tennessee shall be permitted during business hours to inspect public records maintained by the school district unless otherwise prohibited by law. Any citizen of Tennessee may request in writing and receive copies of open public records subject to the payment of reasonable costs. [1,2,3,4]

No records pertaining to individual students will be released for inspection by the public or any unauthorized persons. In addition, information records, and plans related to security and safety will not be released for public inspection.[11]

All requests to inspect or receive copies of records shall be submitted to the Assistant Superintendent for Human Resources, the district's public records request coordinator and records custodian.[12]

Prior to producing any record, the records custodian shall ensure confidential information is redacted. Original documents remain intact and confidential information in copies produced for a requestor shall be redacted. The director of schools shall develop a procedure to redact confidential information.

REQUESTS FOR INSPECTION[2]

Requests for inspection must allow 48 hours for reproduction and redaction of records. Citizens requesting to inspect public records shall submit their request and a government issued photo identification card with the citizen's address to the district's public records request coordinator during normal business hours. Requests may be made in person, in writing, or by electronic mail (email). The coordinator shall submit the information to the appropriate records custodian. The records custodian will contact the citizen and indicate when the records will be available to inspect.

If the records cannot be made available within seven (7) business days, the records custodian shall provide a records production letter indicating the time needed to complete the request.

If the request to inspect is denied, the re orders custodian shall provide the citizen with a records request denial letter indicating the basis for the denial.

REQUESTS FOR COPIES[2]

Citizens requesting copies of public records shall complete and submit the Records Request Form and a government issued photo identification card with the citizen's address to the district's public records request coordinator during normal business hours. The coordinator shall submit the Records Request Form to the appropriate records custodian.

The records custodian shall provide an estimate of the reasonable costs to product the requested records. The Tennessee Comptroller of the Treasury, Office of Open Records Counsel Schedule of Reasonable Charges found at ~~https://www.comptroller.tn.gov/openrecords/forms.asp~~ https://comptroller.tn.gov/content/dam/cot/orc/documents/oorc/policies-and-guidelines/ScheduleofReasonableCharges.pdf shall be used to determine the reasonable cost. The records custodian will provide the citizen with an invoice detailing the charges. The citizen shall pay the estimated reasonable costs by cash, money order, or cashier's check prior to the district producing the copies. "Reasonable charges" shall include per-copy costs and labor exceeding one hour.

If the records cannot be made available within seven (7) business days, the records custodian shall provide a records production letter indicating the time needed to complete the request.

If the request for copies is denied, the records custodian shall provide the citizen with a records request denial letter detailing the basis for the denial.

FREQUENT AND MULTIPLE REQUESTS

When the total number of requests for copies made by a requestor within a calendar month exceeds four (4), the requestor may be charged a fee for any and all labor that is reasonably necessary to produce copies of the requested records. Prior to charging a reasonable fee, the requestor shall be notified of this policy and provided with a Notice of Aggregation of Multiple Requestors form. The Tennessee Comptroller of the Treasury, Office of Open Records Counsel Schedule of Reasonable Charges found at ~~https://www.comptroller.tn.gov/openrecords/forms.asp~~ https://comptroller.tn.gov/content/dam/cot/orc/documents/oorc/policies-and-guidelines/ScheduleofReasonableCharges.pdf shall be used to determine the reasonable cost. Further, the names of persons inspecting records and the date of inspection shall be recorded.

RECORDS RETENTION

The director of schools and/or his designee(s) shall retain and dispose of school district records in accordance with the following guidelines: [2,4]

1. **The director of schools and/or his designee(s) will determine if a particular record is of permanent or temporary value in accordance with regulations promulgated by County**
   Public Records Commission and the Tennessee Institute for Public Services records manual; [5,6]

2. Temporary value records which have been kept beyond the required time may be recommended to the Public Records Commission for destruction;[7, 8]

3. The records that the State Librarian and Archivist desire to preserve in their facilities will be transferred to the State Library and Archives. The temporary value records rejected by the State Library and Archives may be transferred to another institution or destroyed; [7, 8, 9]

4. Permanent records will be kept in some usable form (digital, printed, microfilm, etc). If the director of schools desires to destroy the original permanent record, these records must be reproduced by microfilming or some other permanent reproduction method. Permission to destroy any original permanent record after microfilming follows the same procedure noted above for temporary records;[6, 8] and

5. The director of schools shall establish procedures to safeguard against the unlawful destruction, removal
or loss of records

Legal References:

1 TCA 49-2-301(b)(1)(CC
2 TCA 10-7-503
3 TCA 10-7-506(a)
4 TCA 49-2-104
5 TCA 10-7-401
6 TCA 10-7-406
7 TCA 10-7-404
8 TCA 10-7-413
9 TCA 10-7-414
10 TCA 39-16-504
11 TCA 10-7-504(p)

Cross References:

Financial Reports and Records 2.701
Personnel Records 5.114
Student Records 6.600

Hamilton County Board of Education			
Monitoring: Review: Annually in July	Descriptor Term: **Food Services Employee Health Policy**	Descriptor Code: 3.503	Issued Date: 11/19/15
		Rescinded:	Revised: 08/19/21

PURPOSE

The purpose of the Food Service Employee Illness Reporting Policy is to ensure that all food service employees notify the "Person In Charge" (PIC) such as their Cafeteria Manager (or the Area Supervisor if the manager is not available) when they experience any of the conditions listed so that appropriate steps are taken to preclude transmission of Foodborne illness or communicable diseases.

POLICY

The Hamilton County Department of Education School Nutrition department is committed to ensuring the health, safety, and well-being of our employees and customers and complying with all health department regulations, State of Tennessee and federal regulations. All food service employees shall report if they are experiencing any of the following symptoms to their Cafeteria Manager or Area Supervisor:

- Diarrhea
- Vomiting
- Jaundice (yellow skin or eyes)
- Sore throat with fever of 100.0 degrees Fahrenheit or greater
- Lesions (such as boils and infected wounds, regardless of size) containing pus on the fingers, hands or wrists.

For the below conditions, the Cafeteria Manager and/or Area Supervisor will work with the Human Resources (HR) department. The HR department will partner with the Hamilton County Health Department to determine next steps prior to the employee returning to work.

Food service employees should first notify their Cafeteria Manager or Area Supervisor whenever diagnosed by a healthcare provider as being ill with any of the following diseases that can be transmitted through food or person-to-person casual contact such as:

- ~~Salmonellosis~~
- Salmonella Typhi (typhoid-like fever)
- Nontyphoidal Salmonella
- Shigellosis
- Escherichia coli (E. Coli)
- Hepatitis A Virus
- Norovirus, or
- Corona Virus

In addition to the above conditions, food service employees shall notify their Cafeteria Manager or Area Supervisor if they have been exposed to the following high-risk conditions:

- Exposure to or suspicion of causing any confirmed outbreak involving the above illnesses.
- A member of their household is diagnosed with any of the above illnesses.
- A member of their household is attending or working in a setting that is experiencing a confirmed outbreak of the above illnesses.

FOOD EMPLOYEE RESPONSIBILITY

All food service employees shall follow the reporting requirements specified above involving symptoms, diagnosis and high risk conditions specified. All food service employees subject to the required work restrictions or exclusions that are imposed upon them as specified in Tennessee law, the local Hamilton County Health Department, regulatory authority or PIC, shall comply with those requirements as well as follow good hygienic practices at all times.

PIC RESPONSIBILITY

The PIC shall take appropriate action as specified in Tennessee Department of Agriculture State Retail Food Safety Act to exclude, restrict and /or monitor food service employees who have reported any of the aforementioned conditions. The HR department shall ensure these actions are followed and only release the ill food service employee once evidence, as specified in the food code and after the employee is cleared by the Hamilton County Health Department, is presented demonstrating the person is free of the disease causing agent or the condition has otherwise resolved.

The PIC shall cooperate with the regulatory authority during all aspects of an outbreak investigation and adhere to all recommendations provided to stop the outbreak from continuing. The PIC will ensure that all food service employees who are employed acknowledge awareness of this policy. The PIC will continue to promote and reinforce awareness of this policy to all food service employees on a regular basis to ensure it is being followed.

Legal References:

TCA 68-14-704 (8) (iii)

2009 FDA Food Code, Part 2-2 (US Department of Health and Human Services)

Cross References:

Hamilton County Board of Education

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually in February	**Code of Professional Conduct**	5.6011	08/19/21
		Rescinded:	Revised:

The Hamilton County Board of Education acknowledges that all educators, including certified teachers, classified educational assistants, and any other employees who instructs or care for children, carry a public trust. This trust is vital since the community depends upon the school system to mold and shape its most precious asset, our children

In order to maintain this trust, educators must be held to the highest professional standards not only while at school or working with students but also in their personal lives. Accordingly, the Hamilton County Board of Education affirms the broad principles of professionalism set forth in the Tennessee Teachers' Code of Ethics and adopts these principles as standards of conduct for all educators, whether certified professionals, classified assistants, and any other employees who provide instruction to or care for students.

Without limiting the full scope of the Tennessee Teachers' Code of Ethics, the Board underscores certain specific expectations for its instructional employees.

- Employees must conduct themselves in a manner that preserves the dignity and integrity of the education process.[1] They should exercise great care in how they present themselves in the classroom, in the public, and on social media since missteps, however unintentional, impact the public's confidence in an educator's sound judgment.
- Employees must maintain a professional approach with students at all times and avoid any setting that a reasonable person would think is inappropriate or lacks transparency. [2]
- Employees must protect the health and safety of students.[3] This duty also extends to protecting their emotional well-being.[4] This duty necessarily requires educators to place themselves in places of trust vis à vis the student. This is a heavy responsibility.
- Employees must avoid any interaction with any student that has any sort of sexual overtones.[5] This prohibition applies not only to the obviously inappropriate actions or relationships that could lead to criminal prosecution but also to the seemingly innocuous banter that some might minimize as joking or teasing. Because of the level of trust that must exist between an employee and a student, students may not be in a position to understand when a line has been crossed, and if they are, they are not in a position to express their concerns. Accordingly, the public demands that employees adhere to the highest ethical standard in this regard, and the Board of Education will not tolerate deviation from that standard.
- Employees must not unfairly favor, exclude, or deny any student on the basis of race; color; creed; disability; sex; national origin; marital status; political or religious beliefs, family; social or cultural background; or sexual orientation.[6] Furthermore, since each of these issues can be important to students and their families, employees must take great care when exercising their own freedom of expression to be alert to how their views may impact a student's or parent's perception of the educator so as not to create unnecessary barriers to the education process.

- Employees must behave with appropriate sobriety and discretion.[7] Use of illegal drugs or misuse of legal drugs and alcohol can be devastating to anyone, and, in the case of an educator, such actions can erode the public trust by undermining confidence in the employee's sound judgment.
- Employees must protect confidential information of students and shall not disclose such confidential information to anyone, including other school system employees, unless there is an appropriate reason for disclosing it.[8]

The director of schools shall have the Administration develop an appropriate training program for instructional employees to ensure understanding of this Code of Professional Conduct.

Legal References:

1. [1] Tenn. Code Ann. § 49-5-1004(c)(2).
2. [1] Tenn. Code Ann. § 49-5-1003(b)(14) and (19).
3. [1] Tenn. Code Ann. § 49-5-1003(b)(7).
4. [1] Tenn. Code Ann. § 49-5-1003(b)(8).
5. [1] Tenn. Code Ann. § 49-5-1003(b)(15).
6. [1] Tenn. Code Ann. § 49-5-1003(b)(10).
7. [1] Tenn. Code Ann. § 49-5-1003(b)(16), (17), (18), (19); § 49-5-1004(b)(9).
8. [1] Tenn. Code Ann. § 49-5-1003(b)(12).

Cross References:

Hamilton County Board of Education

Monitoring: Review: Annually	Descriptor Term: **Attendance of Non-Resident Students**	Descriptor Code: 6.204	Issued Date: 08/20/09
		Rescinded:	Revised: 08/19/21

Students residing outside of Hamilton County may attend Hamilton County schools subject to the following requirements:

1. Non-resident students must make application to attend a Hamilton County school at least two weeks prior to the first day of school. After two (2) weeks prior to the beginning of school and thereafter during the remainder of the school year, students wishing to transfer into the system must also have the approval of the sending system.

2. Any such application must be approved by the director of schools, who shall have the discretion to decide whether to admit any non-resident student on a case by case basis, provided, however, that he shall give specific consideration to whether space is available at the school the non-resident student has requested.[1] If space is not available at the requested school, the director of schools may offer a space at an alternate school in Hamilton County.

3. Non-resident students must pay a tuition fee established annually by the Board. Tuition may not exceed per student, per annum, an amount equal to the amount of funds actually used for school purposes by the school system per student during the preceding school year minus any funds received from the state or from the student's resident system.[2] Students that require specialized services will be assessed for said service in addition to required tuition payments. Tuition may be paid in ten (10) equal installments. Failure to pay tuition for two (2) consecutive months shall result in the student's loss of eligibility to attend any county school.

4. When accepted at a specific school, the non-resident's enrollment at that school will be guaranteed only for the upcoming school year if space is available at the school the non-resident requested. During this period of time, brothers and sisters will be assured of enrollment at the same school. Non-resident students must reapply each year for readmission into a Hamilton County school.

5. Students who become residents of the school system will be refunded any unused portion of the tuition on a pro-rata basis.

6. Non-resident students seeking a School Choice/Magnet placement will automatically be placed on the waitlist. After all waitlisted residents have been placed in School Choice/Magnet seats only then will non-residents on the waitlist be considered for an unfilled School Choice/Magnet seat.

7. If an employee of the Hamilton County school system resides outside Hamilton County, the children of that employee may attend Hamilton County Schools tuition-free at the school or within the feeder system of the school to which that employee is assigned to work.[3] In the

event the employee works at the central office, W. 40th Street or at the Dodds Avenue location, then the employee's children may attend whichever school is the closest geographically to the employee's primary place of assignment.

~~NOTE: REQUIREMENT #6 WILL NOT GO INTO EFFECT UNTIL JULY 1, 2010.~~

Legal References:
1. TCA 49-6-3104; TCA 49-6-3105; TRR/MS 0520-1-3-.03(11)(f-i)
2. TCA 49-6-3003; TCA 49-6-403(f)
3. TCA 49-6-403(f)

Cross References:
Foreign Exchange Students 6.502

Hamilton County Board of Education			
Monitoring: Review: Annually	Descriptor Term: **Registered Sex Offenders**	Descriptor Code: 6.210	Issued Date: 10/14/10
		Rescinded:	Revised: 08/19/21

The State of Tennessee has determined that perpetrators of certain sex crimes pose a continuing threat to society as a whole even after completion of their criminal sentences.[1] Recognizing that the safety and welfare of students is of paramount importance, the Hamilton County Board of Education hereby declares that, except in limited circumstances, Hamilton County schools should be off limits to registered sex offenders.

EMPLOYMENT

Notwithstanding any other Board policy, individuals listed by the State of Tennessee as registered sex offenders are ineligible for employment in any position within the Hamilton County Department of Education; provided, however, that the Superintendent shall have discretion consistent with other Board policies to hire an individual whose names has been expunged from the Sex Offender Registry only after conferring with local law enforcement or the Tennessee Bureau of Investigation.

SCHOOLS OFF LIMITS

Consistent with the State of Tennessee's restrictions governing residency and employment, the Board of Education hereby declares that no registered sex offender ~~whose victim was a minor~~ may come on, about, or within 500 feet of any Hamilton County school except as otherwise provided in this policy. If a principal becomes aware that such a sex offender is on, about, or within 500 feet of school property, the principal shall direct the sex offender to leave the area immediately. The Board of Education authorizes the principal to request the assistance of the appropriate law enforcement authorities to secure the removal of any registered sex offender from the area. If a registered sex offender disregards the terms of this policy or the directives of the school principal, then the Superintendent is authorized to confer with counsel and to pursue such criminal or civil action as may be necessary to enforce compliance with this policy.

This policy shall not be construed to impose any duty upon any principal or any other employee of the Hamilton County Department of Education to review the Sex Offender Registry or to screen individuals coming on, about, or within 500 feet of school property to ascertain whether they are on the Registry. This policy shall apply only when principals are actually aware that the person in question is on the Sex Offender Registry ~~and that the offender's victim was a minor~~.

The provisions of this policy prohibiting a registered sex offender from coming on, about or within 500 feet of school property shall not apply in the event that a sex offender's name should be expunged from the Registry.

RIGHTS OF PARENTS ON THE SEX OFFENDER REGISTRY

In the event that a registered sex offender ~~whose victim was a minor~~ has a child attending the Hamilton County schools, the principal of the school where the child attends shall be authorized to modify this policy's restrictions to permit the parent to drop off and pick up the child from school and to come onto campus to attend parent-teacher conferences where the parent has first received written permission from the principal; provided, however, that the parent may not linger on or about school property before or after dropping off his or her child; and further provided that the parent is prohibited from being in any part of the school building except the front office.[2]

This policy does not impose a duty upon the principal of any school or any other employee of the Hamilton County Department of Education to review the Sex Offender Registry and the school system's directory information to ascertain whether a registered sex offender may have a child in the Hamilton County school system. The provisions of this policy shall apply only if a principal actually becomes aware that a parent of a student at the principal's school is a registered sex offender.

To facilitate voluntary compliance with this policy, principals are encouraged to speak with any affected parents upon learning of their status as sex offenders to communicate the restrictions of this policy. At all times, the principal shall endeavor to protect the privacy of the offender's child.

In the event of a truly exceptional situation such as graduation, a parent on the Sex Offender Registry may ask the Superintendent for a waiver of this policy to permit the parent on the Sex Offender Registry to attend these special events. It is the intent of the Board, however, that these special circumstances be truly unusual and infrequent occurrences.

Legal References:

[1] *T.C.A.* § 40-39-201 *et seq*.

[2] *T.C.A.* § 40-39-211(d)(2)(B)

Cross References:

Hamilton County Board of Education			
Monitoring: Review: Annually in July	Descriptor Term: **Emergency Allergy Response Plan**	Descriptor Code: 6.412	Issued Date: 03/05/07
		Rescinded:	Revised: 08/19/21

The director of schools shall develop and maintain an Emergency Allergy Response Plan that meets state guidelines for managing students with life-threatening allergies. The Plan shall include measures to reduce exposure to allergens and procedures to treat allergic reactions. Components of the plan shall include, but are not limited to; education and training of personnel, record keeping/documentation, development and reviews of the allergy action plan, and protocols for classrooms and cafeterias that include strategies to reduce exposure to allergens.[1] A copy of The Plan shall be located in every clinic in the Guidelines for Health Care Procedures manual.

Using the state food allergy guidelines plan as a guide, the director shall also develop a process to identify all students with food allergies and develop and implement an Individualized Health Care Plan (IHCP) with an Allergy Action Plan for each specific student

Legal References:

1. *TCA* ~~*49-5-415*~~ *49-50-1602 (f)(1) and (2)*
2. *Guidelines for* ~~Use of Health Care Professionals and Health Care Procedures in a School Setting, *including* Guidelines for Managing Life Threatening Food Allergies in Tennessee Schools *(Tennessee Department of Education and Tennessee Department of Health)* (2007)~~

   Health Care in the School Setting (Tennessee Department of Education and Tennessee Department of Health) (2019)

Cross Reference

Hamilton County Board of Education			
Monitoring: Review: Annually in July	Descriptor Term: **Homebound Instruction Program Guidelines**	Descriptor Code: 6.506	Issued Date: 04/19/07
		Rescinded:	Revised: 08/19/21

The Board of Education recognizes the importance of providing hospital or homebound instruction to students who are physically unable to attend class for an extended period of time. The Department of Education, therefore, shall implement a Homebound Instruction Program according to this policy.

Eligibility

Any school-age person enrolled in a Hamilton County school is eligible for homebound instruction provided the following conditions are met:

1. The student must obtain a homebound request form from the school he or she regularly attends.
2. A licensed physician must sign the medical form stating that the student is unable to attend school because of pregnancy or a serious health or orthopedic impairment, but will benefit from instruction. The physician must state that:
    a. The student is expected to be absent from school due to the condition for at least two (2) weeks following the date of certification.
    b. The student has no contagious disease that would endanger the health of the teacher or for which contagious disease precautions (e.g., quarantine) have been taken.
3. If the student is confined to a hospital and the above conditions are met, instruction will be provided in the hospital and, if necessary, will be continued when the student goes home.
4. Pregnant students may be approved for up to six (6) weeks of homebound instruction, the dates of which are to be designated by a physician.
    a. If, in the opinion of the physician, a student suffers complications from the pregnancy and is unable to return to class following the expiration of the initial six (6) weeks, the physician may certify the need for up to an additional two (2) weeks of homebound instruction.
    b. The physician may recertify the need for additional homebound instruction in successive increments of not more than two (2) weeks.

Program

1. The homebound program will consist of three (3) hours of instruction per week by a certified and properly endorsed teacher.
2. The homebound teacher will develop the instructional program for the homebound or hospitalized student in collaboration with the classroom teacher(s).
3. The homebound teacher will evaluate the student's progress and provide grades for the term of home or hospital instruction to the school administrator.
4. The student on homebound may not be employed.

5. The student on homebound instruction may not participate in extra-curricular activities (sports, clubs, school events, plays, recitals, etc.) while on homebound status unless the student can participate virtually. Participation in in-person extra-curricular activities may resume after the student is released from doctor's care and the student is capable of attending school daily.
6. Attendance at homebound services will be reported to the Attendance Office. The homebound teacher must be notified if the student must be absent.
7. Parent/Legal guardian must be present during homebound instruction.
8. Parent/Legal Guardian will give sufficient notice to the homebound teacher if student is unable to meet for scheduled instruction. Homebound may be discontinued after two (2) canceled sessions or "no shows", unless sufficient excuse is provided.

Legal References:
1. 22 CFR §514.2
2. Immigration and Nationality Act § 214(3)(m)(1)

Cross References:
School Admissions 6.203

Hamilton County Department of Education
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

MEMORANDUM

To: Hamilton County Board of Education
Dr. Nakia Towns, Interim Superintendent

From: Mary Ellen Heuton, CPA
Chief Financial Officer

Date: August 19, 2021

RE: **Appropriation of FY21 Fund Balance for Capital Maintenance**

Board approval is recommended to appropriate $1,000,000 in surplus revenues from unassigned fund balance that were generated in Fiscal Year 2021 from Sales Tax Revenue for Capital Maintenance. These funds will be used to support various projects throughout the district to improve our facilities.

Thank you for your consideration of this request.

Sale Creek School

211 PATTERSON ROAD

Sale Creek, Tennessee 37373

TELEPHONE (423) 332-8819 • (423) 332-8847

Board Members,

I would like to name the new Sale Creek stadium adjacent to the North Hamilton Elementary School campus the Davidson Stadium & Athletic Complex. Mr. Tobin Davidson has been a Teacher, Coach, Assistant Principal and Principal at Sale Creek Middle High School prior to his retirement from Hamilton County Schools in 2020. Through his efforts we have a new middle school wing and a football stadium with additional athletic facilities. He elevated Sale Creek to higher level, both academically and athletically, and we are a stronger community because of his vision and dedication.

Sincerely,

LeAnn Welch, Principal

David Green, Assistant Principal

Rhonda Thurman, Board Member

Roy Shipley, Athletic Director

T.J. Pickens, SRO

Erica Schmidt, Faculty

Patty Hubbard, Community Member

Carol Reavley, Community Member

This is a formal petition to name the new Sale Creek Football Stadium after the former retired principal, Tobin Davidson. The petition is for the facility to be officially named "Davidson Stadium & Athletic ~~Facility~~ Complex". The following 50+ signatures represent the Sale Creek community/school zone:

1. [illegible]
2. [illegible]
3. Megan Phillips
4. Alison N Lloyd
5. [illegible]
6. [illegible]
7. Paul Whetstone
8. Patty Hubbard
9. Amanda Jank
10. Micah Chapman
11. Kristie Mapes
12. [illegible]
13. Heather Wright
14. [illegible]
15. [illegible]
16. [illegible]
17. Carol Miles-Zimmerman
18. Leigh Schultz
19. [illegible]
20. [illegible]
21. Erica Schmid
22. Kim Thurman
23. Kelsey Cooley
24. Lisa Dunn
25. Ronda Brady
26. [illegible]
27. [illegible]
28. [illegible]
29. [illegible]
30. [illegible]
31. [illegible]
32. Melvin Green
33. [illegible]
34. [illegible]
35. [illegible]
36. [illegible]
37. Carol Lewis
38. Wm Troy Lewis
39. [illegible]
40. [illegible]
41. [illegible]
42. [illegible]
43. M. Holland
44. Mike [illegible]
45. Aubrey Milligan
46. Mercedes Curtis
47. Tiffany Mellott
48. [illegible]
49. Sarkisyan Lewis
50. Jeanna Kellish
51. [illegible]
52. Tanner Greene
53. Brett Drizzle
54.
55.
56.
57.
58.
59.
60.

Hamilton County Department of Education
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

MEMORANDUM

TO: Hamilton County Board of Education

FROM: Karitsa Jones, District 5 and Tucker McClendon, District 8

DATE: August 19, 2021

RE: Discussion of Tyner Middle and High School

This is a request to address Tyner building needs by starting the process of engaging an architectural firm for a new Tyner Middle/High School pending approval of the County Commission.

Hamilton County Department of Education
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

MEMORANDUM

To: Hamilton County Board of Education
Dr. Nakia Towns, Interim Superintendent

From: Dr. Justin Robertson
Chief Operations Officer

Date: August 19, 2021

RE: **July 2021 Legal Services Summary**

The following reflects the legal fees paid for the month of July.

Bennett & DeCamp, PLLC (retainer)	20,000.00
TOTAL	**$20,000.00**

Events and Announcements
August 19, 2021

A. Wednesday, September 1, 2021
Remote and Asynchronous Learning Day

B. Monday, September 6, 2021 - Labor Day
Schools and CO Closed

C. Monday, September 13, 2021
Board Agenda Work Session

D. Thursday, September 16, 2021
Board Meeting - Quarterly Session