

ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION

REGULAR SCHEDULED MEETING

Tuesday, April 21, 2020, @ 6:30 PM

Board members

Rita Booher | Dr. Grover May | Phil Isaacs | Eddie Pless | Danny O'Quinn | Veronica Watson (Student Liaison)

The Elizabethton Board of Education will meet on Tuesday, April 21, 2020, at 6:30 PM in the Mack Pierce Board Room, 804 South Watauga Ave , Elizabethton, TN 37643.

1. CALL TO ORDER

2. APPROVE CONSENT AGENDA AND REGULAR AGENDA

3. TIME FOR CITIZENS TO SPEAK

4. CONSENT AGENDA

A. Minutes of Regular Meeting: March 17, 2020.

B. Approve General Purpose Fund Financial Statement, March 31, 2020.

C. Approve Federal Projects Fund Financial Statement, March 31, 2020.

D. Approve School Nutrition Fund Financial Statement, March 31, 2020.

E. Approve second reading of Board Policy 5.106, Application and Employment.

F. Approve second reading of Board Policy 3.204, Threat Assessment.

G. Approve second reading of Board Policy 3.405, Commercial Advertising on school buses.

H. Approve second reading of Board Policy 4.302, Field Trips and Excursions.

I. Approve second reading of Board Policy 4.606, Graduation Activities.

J. Approve a Memorandum of Understanding between Telamon Corporation Head Start Program and Elizabethton City Schools.

K. Approve Sharon L. Necessary to conduct research for her doctoral project through Liberty University at Elizabethton High School.

5. REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS

New Hire: Abigale L. George, Interim Teacher CTE-Agricultural Science at EHS, effective 3/16/2020; Jean VanOlst Addison, Interim Teacher /Media Specialist at HME, effective 3/31/2020; Kelli Broussard, Asst. Swim Coach at EHS, effective 3/16/2020.

Additional Position: Joshua Boatman, Asst. Baseball Coach at TAD, effective 2/18/2020; Matthew Campbell, Asst. Track Coach at EHS, effective 3/4/2020; Michael Wilson, Volunteer Boy's Track Coach at TAD, effective 2/26/2020

Resignation: Brian Jenkins (Coaching Position Only), Asst. Girls' Basketball Coach at EHS, effective 3/10/2020.

Dismissal: James Hatley, Bus Driver, effective 3/5/2020.

Transfer: Patricia Seals, from Asst. to the Teacher at HME to Interim Teacher at HME, effective 3/2/2020; Melenda Perry, from Volunteer Asst. Girls' Basketball Coach at TAD to Volunteer Asst. Girls' Basketball

The Elizabethton Board of Education provides for public participation during Board Business meetings under procedures established under ECS Policy 1.404. Board business meetings are no public forums; however, provision is made for public participation. To assure an orderly business meeting, the Board requires that an individual requesting to address Board members make that request giving the topic to the Superintendent or Board Chairman prior to the Board meeting. The Chairman shall determine if the request will be granted, the time allowed for the presentation, and (if there are numerous requests on the same subject), the Chairman may request a representative to speak on each side of the issue.

Coach at EHS, effective 3/16/2020; Pendola Nave, from Asst. Principal at HME to Interim Principal at HME, effective 3/30/2020.

Leave of Absence: Stephani Shouse, Bookkeeper at HME, intermittent FMLA, effective 3/1/2020-2/28/2021; Jennifer Johnson, Bus Driver, effective 2/18/2020-4/15/2020; Ellen Taylor, Custodian at WSE, effective 2/17/2020- 3/2/2020.

Retired: John E. Oakley, Teacher at TAD, effective 3/3/2020.

6. OTHER

- A. Director's Update
- B. Board Reports
- C. Student Liaison's Report

7. REGULAR AGENDA

- A. Approve on first reading, Board Policy 1.8011 Emergency Closings, as revised.
- B. Approve on first reading, Board Policy 1.8011.3 Employee Designations During Emergency Closure.
- C. Approve on first reading, Board Policy 5.1151 Telework During Emergencies.
- D. Approve the TSBA District Policy Manual Maintenance and Online Service Agreement, in the amount of \$3,500.00 to be paid annually for three (3) years, for a total amount of \$10,500.00.
- E. Approve suspension of Board Policy 5.310, Vacations and Holiday.
- F. Approve suspension of Board Policy 5.303, Personal and Professional Leave.
- G. Approve new Board Policy 5.3051 FFCRA Leave, first reading.
- H. Approve the Annual Service Agreement Renewal with TRANE for one year, in the amount of \$15,161.00, beginning April 1, 2020.
- I. Approve a Resolution for the Emergency Suspension of Board Policies during the COVID-19 pandemic, effective only for the 2019-2020 school year. Those Board Policies are: Policy 4.600-Grading System, Policy 4.605-Graduation Requirements, Policy 4.700-Testing Program, Policy 5.109-Evaluation, Policy 5.802-Qualifications and Duties of the Director of Schools, and Policy 6.200-Attendance.
- J. Approve ELA Adoption of Textbooks (Benchmark) for West Side, Harold McCormick, and East Side Elementary Schools.
- K. Approve contract renewal between Elizabethton City Schools and Deborah L. Curlee Communication Consultants, LLC, d/b/a Sidekick Therapy Partners, for Speech and Language services for the 2020-2021 school year.
- L. Approve Adoption of Textbooks (Routledge) for Criminal Justice at Elizabethton High School.
- M. Approve Adoption of Textbooks (CEV Media) for CTE-Culinary Arts at Elizabethton High School.

8. FOR YOUR INFORMATION

- A. Jackson, Shields, Yeiser, Holt, Owen and Bryant, Attorneys at Law, Statement for the period ending March 11, 2020.

9. ADJOURN

The Elizabethton Board of Education provides for public participation during Board Business meetings under procedures established under ECS Policy 1.404. Board business meetings are not public forums; however, provision is made for public participation. To assure an orderly business meeting, the Board requires that an individual requesting to address Board members make that request giving the topic to the Superintendent or Board Chairman prior to the Board meeting. The Chairman shall determine if the request will be granted, the time allowed for the presentation, and (if there are numerous requests on the same subject), the Chairman may request a representative to speak on each side of the issue.

ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION
REGULAR SCHEDULED MEETING
Tuesday, March 17, 2020 6:30 PM
Mack Pierce Board Room

The Elizabethton Board of Education met in a regular meeting on Tuesday, March 17, 2020, at 6:30 PM, at Mack Pierce Board Room.

Attendance Taken at 6:42 PM.

Rita Booher: Present
Phil Isaacs: Present
Dr. Grover May: Present
Danny O'Quinn: Present
Eddie Pless: Present

CALL TO ORDER

MOMENT OF SILENCE

PLEDGE TO THE FLAG

APPROVE CONSENT AGENDA AND REGULAR AGENDA

Motion was made by Dr. Grover May, second by Danny O'Quinn approve the consent and regular agenda. Motion carried.

Rita Booher: aye
Phil Isaacs: aye
Dr. Grover May: aye
Danny O'Quinn: aye
Eddie Pless: aye

aye: 5, nay: 0

TIME FOR CITIZENS TO SPEAK

No citizens requested to speak.

CONSENT AGENDA

Minutes of Regular Meeting: February 18, 2020.

Approve General Purpose Fund Financial Statement, February 28, 2020.

Approve Federal Projects Fund Financial Statement, February 28, 2020.

Approve School Nutrition Fund Financial Statement, February 28, 2020.

Equipment Disposal Request from Brian Culbert, CTE Director at EHS for the disposal of a file cabinet, adding machine and 4-drawer filing cabinet.

Equipment Disposal Request from Brian Culbert, CTE Director, for the disposal of a 2012 laptop (SN: OMDHSS1).

Equipment Disposal Request from Felecia Baird, Board Secretary, for the disposal of an HP Scanjet 7800 Scanner that is no longer compatible with software.

Approve an MOU between the University of Tennessee, Knoxville, College of Education, Health and Human Sciences, Bailey Graduate School of Education, and Elizabethton City Schools, with the term of the Agreement to be March 1, 2020, through February 29, 2024.

REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS

OTHER

Director's Update

Children were so happy to see our SRO's at the schools while meals were distributed at West Side, Harold McCormick, and East Side. Several children arrived on bicycles to pick up their meals. Regina Isaacs and the food service team worked really hard. Thanks to EPD for being there in our community outreach opportunity. We are knee-deep in COVID-19 responses. We're having conference calls each day with new guidance coming in by the hour. We are coordinating with local health officials and they're working with all superintendents during this time. COVID-19 is a real issue. We have a good plan, working with teachers making sure they're ready. Nurses are coming and screening everyone for temps and we will be working with faculty and staff to handle the load. We are currently heavy with personnel and will back that off at some point. We anticipate a 4-8 week process to start and maybe to end of the school year. Our responses...what are we doing with health, and safety and instruction. We have online resources for students and teachers to use. These will be available after spring break. We will have a lot more guidance on instruction in the next two weeks. We are also moving ahead with the stem lab. The painting is being done now, and we have also addressed an asbestos issue that has been

removed and abated. We do anticipate that the TAD bond will be delayed a little due to market volatility. They will be making the best choice possible. We have also addressed pay for our employees, and the guidance has been that all employees will be paid. Applying for waivers to bring money in for furloughed employees. We don't anticipate that we would extend the school year at this point. We are under a state of emergency and have plenty of justification for this. If we extend the school year we would have to pay the teachers extra. We should have notification today regarding assessment and accountability, which will probably be waived this year.

We are looking at how we will handle Board Meetings in the future. We should have guidance from the Legislature in Tennessee regarding the suspension or change the open meetings law. We will have a solution as to how our future Board Meetings will be held before the next Board Meeting.

Teacher evaluations will also be waived this year as well. Dr. Newman has been working on literacy and math walks have gone well, and has invited Tammy Davis to work with our Principals on how to give better feedback. COPS grant working on this in the next couple weeks. Avigilon will start pulling wire, it also depends on COVID-19. We should be ready to go by next school year.

Board Reports

Student Liaison's Report

REGULAR AGENDA

Approve first reading of Board Policy 5.106 Application and Employment as revised. Motion was made by Eddie Pless, second by Dr. Grover May to approve first reading of Board Policy 5.106 Application and Employment as revised. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0 This Board Policy change was received by TSBA to delete wording that the Board would reimburse the applicant if a position is offered and accepted.

Approve first reading of Board Policy 3.204 Threat Assessment.

Motion was made by Phil Isaacs, second by Dr. Grover May to approve first reading of Board Policy 3.204 Threat Assessment. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0 This item is about us having a Threat Assessment Team. Mr. VanHuss is our Safety Officer. He has attended initial training offered by the State and pulled some of our Principals in to go as well. Each System is to have a Threat Assessment Team and we're pretty far ahead at this point. It allows us to have a Team who can look at threats we have within the System, give recommendations, and work together for the safety of our schools.

Approve first reading of Board Policy 3.405 Commercial Advertising on School Buses.

Motion was made by Dr. Grover May, second by Eddie Pless approve first reading of Board Policy 3.405 Commercial Advertising on School Buses. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0 This would allow us (with restrictions) to advertise on our school buses. Other school systems in our area do this and it's been a moneymaker. A vinyl or magnetic sticker is applied and people sponsor those ads. Anything we

would put on our buses would come before the Board before it was approved. Mr. Pless asked if there was a cost regarding the size of the advertisement and if TSBA had guidelines and if there are cost sheets provided. Dr. Gardenhour stated we know part of the restriction is that we would not be allowed to cover any windows. We would have to make guidelines and procedures that we would follow. Dr. Gardenhour also stated he would check into this matter.

Approve first reading of Board Policy 4.302 Field Trips/Excursions/ Competitions as revised.

Motion was made by Dr. Grover May, second by Phil Isaacs to approve first reading of Board Policy 4.302 Field Trips/Excursions/ Competitions as revised. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0 This is just a clean-up on the Policy. Line 25 -Trips privately planned by District school employees acting outside the School District. Insurance would not cover these trips.

Approve first reading of Board Policy 4.606 Graduation Activities, as revised.

Motion was made by Danny O'Quinn, second by Dr. Grover May approve first reading of Board Policy 4.606 Graduation Activities, as revised. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0 This is just a general re-wording of the Policy stating that children are expected to participate in graduation activities organized by the District.

Approve the professional services of Reedy & Sykes for their Architectural/Engineering services at a cost of 6% of construction costs, not to exceed \$30,000.00 for the baseball training facility.

Motion was made by Phil Isaacs, second by Dr. Grover May to approve the professional services of Reedy & Sykes for their Architectural/Engineering services at a cost of 6% of construction costs, not to exceed \$30,000.00 for the baseball training facility. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0 This project is a joint project between the City of Elizabethton and the school system, Boyd Sports and the Minnesota Twins. We're all working together and we've assumed the cost of \$30,000.00 to do the architectural drawings. We need a really good scope and sequence, good budget and those things to see if we can afford it. Value engineer to make sure we take care of it. You will see a budget and scope before we vote and also what our financial commitment will be. Mr. O'Quinn stated that he just wanted to be sure that our role, and ability is laid out well. Our major benefits end of September through May. It will also be a weight training area.

Approve a new Program of Study for a Virtual Reality class at Elizabethton High School.

Motion was made by Dr. Grover May, second by Eddie Pless to approve a new Program of Study for a Virtual Reality class at Elizabethton High School. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0Mr. Culbert and his staff have worked hard on this class and resubmitted it for this year. Ms. Booher asked if this was a different class or a secondary class with improvements. Dr. G. stated that we're trying to tie in different aspects to feed into that program. He also stated they are blazing a trail with this program and that we are the first one in the State to have this program. Mr. Culbert is leading the charge on this.

Approve Thomas Weems Architect, Revised Standard Abbreviated Form of Agreement for Interior Renovations and Re-Roofing of Existing Buildings at T. A. Dugger Jr. High School.

Motion was made by Eddie Pless, second by Dr. Grover May to approve Thomas Weems Architect, Revised Standard Abbreviated Form of Agreement for Interior Renovations and Re-Roofing of Existing Buildings at T. A. Dugger Jr. High School. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0We will be able to move forward with the architectural drawings on the project. We're hoping the money will be here by the time we're ready to go at the end of school, timing it right if students do come back to school before the end of the year.

Mr. O'Quinn asked since the City wasn't moving on the Bond right now, would that delay the project? Dr. Gardenhour said they would do it for a time, but they have a framework they have to work within. We don't anticipate it will be long, and that we should be able to start this summer on time.

Approve a new Program of Study for DE Advanced Computer Applications for Elizabethton High School.

Motion was made by Eddie Pless, second by Danny O'Quinn to approve a new Program of Study for DE Advanced Computer Applications for Elizabethton High School. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0 This is another request by Mr. Culbert in order to meet the deadline and have it ready to go. We appreciate his work on this as well.

Approve ELA Adoption of Textbooks for T. A. Dugger Jr. High School (AMPLIFY) and Elizabethton High School (HMH).

Motion was made by Danny O'Quinn, second by Dr. Grover May to approve ELA adoption of textbooks for T. A. Dugger Jr. High School (AMPLIFY) and Elizabethton High School (HMH). Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0 Dr. Newman worked closely with the folks on this textbook adoption. We anticipate EHS may adopt but not purchase due to standards issues. We appreciate the work the teachers and Dr. Newman has done.

Approve Thomas Weems, Architect, Revised Standard Abbreviated Form of Agreement for the hardening of entrances at Elizabethton High School, East Side Elementary School and Harold McCormick Elementary School.

Motion was made by Dr. Grover May, second by Phil Isaacs to approve Thomas Weems, Architect, Revised Standard Abbreviated Form of Agreement for the hardening of entrances at Elizabethton High School, East Side Elementary School and Harold McCormick Elementary School. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0

Motion was made by Eddie Pless, second by Dr. Grover May to approve Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0 This is part of utilizing the dollars out of the COPS Grant. We had \$140,000.00 set aside for this project and hope to get Mr. Weems moving on this in order to start by the end of the school year.

Approve Elizabethton City Schools calendar to accommodate COVID-19 schedule changes.

Motion was made by Dr. Grover May, second by Danny O'Quinn to approve Elizabethton City Schools calendar to accommodate COVID-19 schedule changes. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0 We've had two PD days and three snow days that we have to use first. We just moved the first PD days to regular school days. We've submitted a waiver

for the days and will continue to do that as we accumulate more time on the leave.
Dr. Newman and Mr. VanHuss have worked on this and we thank them.

FOR YOUR INFORMATION

Jackson, Shields, Yeiser, Holt, Owen, and Bryant, Attorneys at Law, Statement for the period ending February 13, 2020.

NEXT REGULARLY SCHEDULED BOARD MEETING

The next regularly scheduled Board Meeting will be Tuesday, April 21, 2020, at 6:30 p.m. in the Mack Pierce Board Room, offices of the Elizabethton Board of Education, 804 S. Watauga Avenue, Elizabethton, Tennessee.

ADJOURN

Motion was made by Phil Isaacs, second by Dr. Grover May Motion to Adjourn

Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0 Mr. Isaacs made a motion to adjourn the meeting, followed by a second by Dr. May.

Chairman of the Board
Schools

Director of

Acct	2019-20	2019-20	2019-20	2019-20	Unencumbered	March 2019-20	
	Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance - YTD Act	Monthly Activity	
141 E 71100 --- --- -----	REGULAR INSTRUCTION PROGRAM	10,908,790.00	10,908,790.00	6,528,431.51	59.85	4,379,858.49	890,983.56
141 E 71200 --- --- -----	SPECIAL EDUCATION PROGRAM	1,891,699.00	1,891,699.00	1,136,596.13	60.08	753,142.87	163,876.48
141 E 71300 --- --- -----	VOCATIONAL EDUCATION PROGRAM	1,043,531.00	1,043,531.00	613,825.97	58.82	422,374.90	88,824.25
141 E 71400 --- --- -----	STUDENT BODY EDUCATION PROGRAM	306,665.00	306,665.00	218,529.36	71.26	88,135.64	7,537.92
141 E 72110 --- --- -----	ATTENDANCE	80,677.00	80,677.00	73,434.83	91.02	5,782.04	3,143.35
141 E 72120 --- --- -----	HEALTH SERVICES	363,506.00	363,506.00	213,665.07	58.78	148,774.22	26,823.65
141 E 72130 --- --- -----	OTHER STUDENT SUPPORT	826,082.00	958,742.00	517,481.11	53.98	420,360.89	57,404.50
141 E 72210 --- --- -----	REGULAR INSTRUCTION PROGRAM	980,582.00	980,582.00	668,966.10	68.22	309,115.06	68,323.55
141 E 72220 --- --- -----	SPECIAL EDUCATION PROGRAM	345,226.00	345,226.00	251,011.73	72.71	94,104.68	31,565.69
141 E 72230 --- --- -----	VOCATIONAL EDUCATION PROGRAM	171,453.00	171,453.00	125,433.27	73.16	46,019.73	16,016.81
141 E 72250 --- --- -----	TECHNOLOGY	462,305.00	462,305.00	316,923.99	68.55	122,702.25	25,994.61
141 E 72310 --- --- -----	BOARD OF EDUCATION	471,490.00	473,740.00	393,432.09	83.05	78,643.82	33,855.85
141 E 72320 --- --- -----	OFFICE OF THE SUPERINTENDENT	334,203.00	334,203.00	238,700.60	71.42	86,463.84	21,041.84
141 E 72410 --- --- -----	OFFICE OF THE PRINCIPAL	1,451,621.00	1,530,196.00	1,046,684.13	68.40	483,511.87	122,214.02
141 E 72510 --- --- -----	FISCAL SERVICES	283,084.00	289,684.00	216,415.70	74.71	70,091.72	20,772.77
141 E 72610 --- --- -----	OPERATION OF PLANT	1,510,495.00	1,510,495.00	1,065,669.45	70.55	439,962.66	115,141.26
141 E 72620 --- --- -----	MAINTENANCE OF PLANT	835,941.00	851,486.00	666,592.44	78.29	-233.00	72,845.98
141 E 72710 --- --- -----	TRANSPORTATION	491,214.00	507,199.00	407,974.53	80.44	73,645.16	23,893.98
141 E 73300 --- --- -----	COMMUNITY SERVICES	216,552.00	216,552.00	130,602.85	60.31	77,270.10	7,198.77
141 E 73400 --- --- -----	EARLY CHILDHOOD EDUCATION	404,779.00	404,779.00	248,858.77	61.48	151,470.23	31,479.76
141 E 76100 --- --- -----	REGULAR CAPITAL OUTLAY	92,000.00	92,000.00	121,618.50	132.19	-29,618.50	23,012.50
141 E 99100 --- --- -----	OPERATING TRANSFERS	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
Grand Expense Totals		23,476,895.00	23,728,510.00	15,200,848.13	64.06	8,226,578.67	1,851,951.10

Number of Accounts: 515

***** End of report *****

			2019-20	2019-20	2019-20	2019-20	Unencumbered	March 2019-20
	Acct		Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance - YTD Act	Monthly Activity
141 R 40110	000	CURRENT PROPERTY TAX	3,175,000.00	3,100,000.00	2,836,738.00	91.51	263,262.00	1,077,754.67
141 R 40120	000	TRUSTEE'S COLLECTIONS - PRIOR	82,000.00	82,000.00	57,611.01	70.26	24,388.99	18,854.15
141 R 40130	000	CIR CLK/CLK & MASTER COLLECTIO	18,000.00	18,000.00	10,917.04	60.65	7,082.96	0.00
141 R 40140	000	INTEREST AND PENALTY	23,000.00	23,000.00	14,989.72	65.17	8,010.28	3,370.76
141 R 40162	000	PAYMENTS IN LIEU OF TAXES-LOCA	62,500.00	62,500.00	0.00	0.00	62,500.00	0.00
141 R 40163	000	PAYMENTS IN LIEU OF TAXES - OT	4,000.00	4,000.00	239.97	6.00	3,760.03	0.00
141 R 40210	000	LOCAL OPTION SALES TAX	2,200,000.00	2,324,955.00	1,279,866.88	55.05	1,045,088.12	262,442.53
141 R 40275	000	MIXED DRINK TAX	16,000.00	16,000.00	13,489.46	84.31	2,510.54	1,379.92
141 R 40320	000	BANK EXCISE TAX	20,550.00	20,550.00	0.00	0.00	20,550.00	0.00
141 R 40390	000	OTHER STATUTORY LOCAL TAXES	25.00	25.00	0.00	0.00	25.00	0.00
141 R 41110	000	MARRIAGE LICENSES	600.00	600.00	337.07	56.18	262.93	22.36
141 R 43511	000	TUITION - REGULAR DAY STUDENTS	310,000.00	310,000.00	254,398.25	82.06	55,601.75	53,163.11
141 R 43513	000	TUITION - SUMMER SCHOOL	750.00	750.00	0.00	0.00	750.00	0.00
141 R 43517	000	TUITION - OTHER	222,552.00	222,552.00	125,230.74	56.27	97,321.26	11,664.67
141 R 44110	000	INVESTMENT INCOME	26,000.00	34,000.00	15,842.51	46.60	18,157.49	3,006.33
141 R 44120	000	LEASE/RENTALS	1,000.00	1,000.00	150.00	15.00	850.00	0.00
141 R 44170	000	MISCELLANEOUS REFUNDS	0.00	0.00	1,189.32	0.00	-1,189.32	-10,407.67
141 R 44990	000	OTHER LOCAL REVENUES	300.00	300.00	81.59	27.20	218.41	0.00
141 R 46511	000	BASIC EDUCATION PROGRAM	14,066,000.00	14,127,000.00	11,328,600.00	80.19	2,798,400.00	1,412,700.00
141 R 46515	000	EARLY CHILDHOOD EDUCATION	404,779.00	404,779.00	247,738.03	61.20	157,040.97	31,527.62
141 R 46550	000	DRIVER EDUCATION	8,250.00	8,250.00	0.00	0.00	8,250.00	0.00
141 R 46590	000	OTHER STATE EDUCATION FUNDS	86,250.00	86,250.00	50,893.30	59.01	35,356.70	3,492.51
141 R 46610	000	CAREER LADDER PROGRAM	41,359.00	41,359.00	19,242.82	46.53	22,116.18	0.00
141 R 46980	000	OTHER STATE GRANTS	132,580.00	265,240.00	112,251.96	42.32	152,988.04	12,944.94
141 R 46990	000	OTHER STATE REVENUES	113,000.00	113,000.00	0.00	0.00	113,000.00	0.00
141 R 48610	000	DONATIONS	25,200.00	25,200.00	31,044.17	123.19	-5,844.17	0.00
141 R 49800	000	OPERATING TRANSFERS	37,200.00	37,200.00	0.00	0.00	37,200.00	0.00
141 R 49810	000	CITY GENERAL FUND TRANSFER	2,400,000.00	2,400,000.00	1,800,000.00	75.00	600,000.00	200,000.00
Grand Revenue Totals			23,476,895.00	23,728,510.00	18,200,851.84	76.70	5,527,658.16	3,081,915.90

Number of Accounts: 40

***** End of report *****

		2019-20	2019-20	2019-20	2019-20	Unencumbered	March 2019-20
	<u>Acct</u>	<u>Original Budget</u>	<u>Revised Budget</u>	<u>FYTD Activity</u>	<u>FYTD %</u>	<u>Balance - YTD Act</u>	<u>Monthly Activity</u>
142 E 71100	REGULAR INSTRUCTION PROGRAM	690,334.00	829,043.71	423,111.32	51.04	402,854.39	54,389.08
142 E 71200	SPECIAL EDUCATION PROGRAM	563,956.00	616,574.71	363,999.67	59.04	252,575.04	48,792.22
142 E 71300	VOCATIONAL EDUCATION PROGRAM	24,899.00	39,692.58	18,226.68	45.92	11,006.01	30.00
142 E 72130	OTHER STUDENT SUPPORT	94,083.00	107,869.00	60,174.56	55.78	42,228.85	7,903.74
142 E 72210	REGULAR INSTRUCTION PROGRAM	196,679.00	291,570.49	137,604.77	47.19	152,652.44	9,709.41
142 E 72220	SPECIAL EDUCATION PROGRAM	79,161.00	79,199.28	43,813.22	55.32	35,341.47	7,051.16
142 E 72230	VOCATIONAL EDUCATION PROGRAM	2,003.00	2,119.00	2,200.65	103.85	-281.65	0.00
142 E 72710	TRANSPORTATION	1,753.00	0.00	0.00	0.00	0.00	0.00
142 E 73300	COMMUNITY SERVICES	141,084.00	141,084.00	114,373.23	81.07	26,710.77	15,067.72
142 E 99100	OPERATING TRANSFERS	32,200.00	32,200.00	0.00	0.00	32,200.00	0.00
Grand Expense Totals		1,826,152.00	2,139,352.77	1,163,504.10	54.39	955,287.32	142,943.33

Number of Accounts: 144

***** End of report *****

		2019-20	2019-20	2019-20	2019-20	Unencumbered	March 2019-20	
<u>Acct</u>		<u>Original Budget</u>	<u>Revised Budget</u>	<u>FYTD Activity</u>	<u>FYTD %</u>	<u>Balance - YTD Act</u>	<u>Monthly Activity</u>	
142 R 47141	OCA	TITLE 1 GRANTS TO LOCAL EDUC A	106,321.00	110,821.00	75,821.03	68.42	34,999.97	8,313.47
142 R 47189	OCA	EISENHOWER PROF DEVELOPMENT ST	16,000.00	13,000.00	22,549.46	173.46	-9,549.46	14,442.44
142 R 47131	OCP	VOCATIONAL EDUC - BASIC GRANTS	40,067.00	42,386.58	23,654.30	55.81	18,732.28	3,230.15
142 R 47143	OID	SPECIAL EDUCATION - GRANTS TO	544,835.00	594,847.93	356,464.82	59.93	238,383.11	46,920.29
142 R 47145	OPS	SPECIAL EDUCATION PRESCHOOL GR	12,716.00	15,321.78	6,606.74	43.12	8,715.04	943.82
142 R 47141	OT1	TITLE 1 GRANTS TO LOCAL EDUC A	654,548.00	825,132.94	397,178.49	48.14	427,954.45	56,848.38
142 R 47590	OT1	OTHER FEDERAL THROUGH STATE	58,615.00	77,524.77	36,821.51	47.50	40,703.26	5,341.17
142 R 47189	OT2	EISENHOWER PROF DEVELOPMENT ST	59,332.00	128,397.52	41,562.75	32.37	86,834.77	0.00
142 R 47590	OVR	OTHER FEDERAL THROUGH STATE	42,467.00	42,467.00	24,657.62	58.06	17,809.38	3,513.81
142 R 47147	21C	SAFE AND DRUG-FREE SCHOOLS-ST	145,334.00	145,334.00	94,860.93	65.27	50,473.07	0.00
142 R 47143	890	SPECIAL EDUCATION - GRANTS TO	0.00	77,450.00	40,446.19	52.22	37,003.81	6,250.16
142 R 47143	895	SPECIAL EDUCATION - GRANTS TO	0.00	8,154.28	0.00	0.00	8,154.28	0.00
142 R 47131	CPR	VOCATIONAL EDUC - BASIC GRANTS	0.00	14,425.00	0.00	0.00	14,425.00	0.00
142 R 47143	IAA	SPECIAL EDUCATION - GRANTS TO	77,450.00	0.00	0.00	0.00	0.00	0.00
142 R 47143	IDS	SPECIAL EDUCATION - GRANTS TO	8,116.00	0.00	4,263.64	0.00	-4,263.64	2,565.48
142 R 47590	SRR	OTHER FEDERAL THROUGH STATE	30,000.00	0.00	0.00	0.00	0.00	0.00
142 R 47141	T1N	TITLE 1 GRANTS TO LOCAL EDUC A	30,351.00	44,089.97	19,283.46	43.74	24,806.51	3,000.00
Grand Revenue Totals			1,826,152.00	2,139,352.77	1,144,170.94	53.48	995,181.83	151,369.17

Number of Accounts: 17

***** End of report *****

	<u>Acct</u>	<u>2019-20</u> <u>Original Budget</u>	<u>2019-20</u> <u>Revised Budget</u>	<u>2019-20</u> <u>FYTD Activity</u>	<u>2019-20</u> <u>FYTD %</u>	<u>Unencumbered</u> <u>Balance - YTD Act</u>	<u>March 2019-20</u> <u>Monthly Activity</u>
143 E 73100 --- --- ----- ---	FOOD SERVICE	1,220,075.00	1,220,075.00	914,312.52	74.94	305,762.48	91,785.35
<hr/> Grand Expense Totals		1,220,075.00	1,220,075.00	914,312.52	74.94	305,762.48	91,785.35

Number of Accounts: 83

***** End of report *****

		2019-20	2019-20	2019-20	2019-20	Unencumbered	March 2019-20	
<u>Acct</u>		<u>Original Budget</u>	<u>Revised Budget</u>	<u>FYTD Activity</u>	<u>FYTD %</u>	<u>Balance - YTD Act</u>	<u>Monthly Activity</u>	
143 R 43521	000	LUNCH PAYMENTS - CHILDREN	162,500.00	162,500.00	144,114.45	88.69	18,385.55	11,131.01
143 R 43522	000	LUNCH PAYMENTS - ADULTS	23,900.00	23,900.00	18,057.61	75.55	5,842.39	1,967.35
143 R 43523	000	INCOME FROM BREAKFAST	775.00	775.00	384.40	49.60	390.60	4.10
143 R 43525	000	A LA CARTE SALES	41,250.00	41,250.00	27,083.50	65.66	14,166.50	1,699.68
143 R 43990	000	OTHER CHARGES FOR SERVICES	13,150.00	13,150.00	8,222.69	62.53	4,927.31	1,612.10
143 R 44110	000	INVESTMENT INCOME	4,000.00	4,000.00	3,429.87	85.75	570.13	333.87
143 R 44170	000	MISCELLANEOUS REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00
143 R 46520	000	SCHOOL FOOD SERVICE	10,500.00	10,500.00	10,596.99	100.92	-96.99	10,596.99
143 R 47111	000	USDA SCHOOL LUNCH PROGRAM	581,000.00	581,000.00	410,271.18	70.61	170,728.82	29,374.94
143 R 47112	000	USDA COMMODITIES	93,500.00	93,500.00	57,306.34	61.29	36,193.66	1,093.78
143 R 47113	000	USDA BREAKFAST	271,500.00	271,500.00	191,027.35	70.36	80,472.65	13,588.45
143 R 47114	000	USDA - ESP SNACK PROGRAM	18,000.00	18,000.00	12,842.55	71.35	5,157.45	881.72
Grand Revenue Totals			1,220,075.00	1,220,075.00	883,336.93	72.40	336,738.07	72,283.99

Number of Accounts: 44

***** End of report *****

Elizabethton City Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Application and Employment	Descriptor Code: 5.106	Issued Date: 08/21/18
		Rescinds: 5.106	Issued: 07/24/08

1 Application

2 An individual desiring a position shall make application to the Director of Schools on forms developed
3 by his/her office. To ensure the safety and welfare of students and staff, the district shall require
4 criminal history background checks and fingerprinting of applicants for teaching positions and any
5 other positions that require proximity to children.¹ If applying for a teaching position, the Director of
6 Schools shall also check the applicant's license status in the State Board of Education's database to
7 determine if there is a hold on that applicant's license, and if so, the reasoning behind the hold.²

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

11 Any costs incurred to perform these background checks and fingerprinting shall be paid by the
12 applicant.

13 *Professional Employees*

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

19 No person shall be employed:

- 20 1. Who does not hold a valid license to teach from the State Board of Education;⁶
- 21 2. Who has been identified by the Department of Children's Services as a perpetrator of child
22 abuse, severe child abuse, child sexual abuse, or child neglect, or who poses an immediate
23 threat to the health, safety, or welfare of children;⁷
- 24 3. Who is listed on the state's abuse of vulnerable persons registry maintained by the
25 Department of Health;⁷
- 26 4. Who does not present a physician's certificate showing a satisfactory health record or has
27 any contagious or communicable disease in such form that might endanger the health of
28 school children;⁸
- 29 5. Who refuses to take and subscribe to an oath to support the Constitution of the State of
30 Tennessee and of the United States of America;⁹ or
- 31 6. Who fails to make a full disclosure of any prior criminal record and any prior dismissals
32 from employment for cause.²
- 33 7. Who does not receive a satisfactory background check.¹⁰

1 *Support Employees*

2 No person shall be employed as a support employee:

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

14 **Employment**

15 *Professional Employees*

16 After checking references and receiving written recommendations, the director of schools shall hire
17 and assign qualified applicants.

18 *Initial Employment*

19 Upon initial employment, the director of schools shall notify such person, in writing, of the offer and
20 conditions of employment. Upon receipt of employment notification, such person shall have fourteen
21 (14) days to accept or reject, in writing, the offered employment.¹ From the date of the written
22 acceptance, such person is considered to be under employment with the system and is subject to all
23 rights, privileges and duties.

24 *Support Employees*

25 After checking references and receiving written recommendations from principals and/or supervisors,
26 the director of schools shall hire and assign qualified applicants.

Legal References

1. TCA 49-5-406
2. State Board of Education Policy 5.501
3. TCA 49-5-406 (a)(2)(A)

4. Public Acts of 2018, Chapter No. 938
5. TCA 49-5-403; TCA 49-5-101
6. TCA 49-5-413(e)
7. TCA 49-5-404; TRR/MS 0520-01-03-.08(2)(f)
8. TCA 49-5-405
9. Public Acts of 2018, Chapter No. 1006
10. Immigration Reform and Control Act of 1986; Pub. L. No. 99-603, 100 Stat. 3359

Cross References

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

Click here to choose a school board.

Monitoring: Review: Annually, in September	Descriptor Term: Threat Assessment Team	Descriptor Code: 3.204	Issued Date:
		Rescinds:	Issued:

1 *General*¹

2 A threat assessment team shall be created within the school district to develop intervention-based
3 approaches to prevent violence, manage reports of potential threats, and create a system that fosters a
4 safe, supportive, and effective school environment. The Director of Schools shall appoint the members
5 of the threat assessment team.

6 The Director of Schools shall develop administrative procedures regarding the training and operations
7 of the team to comply with state law and State Board of Education rules and regulations.

8 **TEAM MEETINGS**

9 All threat assessment team meetings shall be closed to the public.²

10 **RECORDKEEPING**³

11 The team shall document all behaviors and incidents deemed to pose a risk to school safety or that
12 resulted in intervention and shall provide the information to the Director of Schools.

13 A report of the activities of the threat assessment team will be compiled and shared with the Board
14 before each regular meeting.

15 Documents produced or obtained regarding these assessment activities will not be open for public
16 inspection.

Legal References

1. TCA 49-6-2701 *et seq.*
2. TCA 49-6-2701(f)
3. TCA 49-6-2702(g); TCA 49-6-2702

Cross References

School District Records 1.407
Safety 3.201
Security 3.205
Student Records 6.600

Click here to choose a school board.

Monitoring: Review: Annually, in October	Descriptor Term: Commercial Advertising on School Buses	Descriptor Code: 3.405	Issued Date:
		Rescinds:	Issued:

1 Commercial advertising may be displayed on the exterior or interior of a school bus and is subject to
2 the following:¹

- 3 1. The size and location of the advertisement shall be in accordance with state law;¹
4
5 2. The Director of Schools/designee shall be responsible for the sale and approval of the
6 advertisement;
7
8 3. There shall be no advertising on school buses of tobacco products, alcohol products, political
9 campaigns,² or individual food items that cannot be sold to students through vending
10 machines;³
11
12 4. The Board shall decide annually as to the cost of commercial advertising per school bus;
13
14 5. If it is determined that the advertisement shall not be painted on the school bus, it will be
15 attached by [**insert specification as to how the advertisement will be attached**]; and
16
17 6. All contracts for commercial advertising shall comply with state law and board policy, and any
18 issues relating to these contracts shall be directed to the Director of Schools.

Legal References

1. TCA 49-6-2109(d); TRR/MS 0520-01-05-.01(7)
2. TCA 2-19-144
3. TCA 49-6-2307

Cross References

Student Transportation Management 3.400

Elizabethton City Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Field Trips and Excursions	Descriptor Code: 4.302	Issued Date: 05/15/07
		Rescinds: 4.302	Issued: 03/29/90

1 The Board encourages field trips, excursions, and competitions when the experiences are an integral part
2 of the school curriculum and contribute to the Board's desired educational goals.

3 The Director of Schools shall develop procedures for submitting, reviewing, and approving requests for
4 field trips, excursions, and competitions. Any request that requires students to travel out of state or stay
5 overnight requires prior Board approval.
6

7 Requests for field trips and excursions shall adhere to the *District Field Trip Manual* which shall include
8 a list of current Board-approved day trips by grade and/or building. In addition to the day trip procedures,
9 a list of Board-approved overnight trips will appear in the *Field Trip Manual*. If the trip is listed, no
10 further action need be taken. If the trip is not listed, the request must be made with time for it to appear
11 on the Board agenda.

12 In addition to the day-trip procedures, trips abroad must be individually approved by the Board
13 (approximately six (6) months prior to the date of the trip). No approved list for trips abroad will be
14 maintained.

15 **INDEPENDENTLY PLANNED TRIPS**

16 Trips privately planned by school district employees, acting outside the scope of their employment, are
17 not authorized by the school district.

18 These trips are not approved by the Board and are not considered a part of the curriculum. Total
19 responsibility for privately planned trips rests with the chaperone(s) as well as with the
20 parent(s)/guardian(s) of the students participating in the trip. The following restrictions shall apply:

- 21 1. Board funds or resources shall not be used;
- 22
- 23 2. School district materials shall not be used;
- 24
- 25 3. The Board shall not assume any liability;
- 26
- 27 4. Employees are not authorized to act on behalf of the school district;
- 28

1 5. Recruitment efforts made by an employee shall not occur during the instructional school
2 day; and

3
4 6. Absences caused by participation in privately planned trips shall be considered unexcused.

5

6

Cross References

Advertising and Distribution of Materials in the Schools 1.806

Special Use of School Vehicles 3.402

Extracurricular Activities 4.300

Attendance 6.200

Elizabethton City Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Graduation Activities	Descriptor Code: 4.606	Issued Date: 04/17/18
		Rescinds: 4.606	Issued: 09/20/16

1 Students who have met all graduation requirements are expected to participate in graduation activities.
2 Students who are within two (2) or fewer credits of meeting all requirements¹ and can complete the
3 requirements during the summer may participate in graduation activities. If extenuating circumstances
4 exist at any school, the matter shall be presented to the board prior to graduation activities.

5 Students who do not wish to participate in graduation activities shall notify the school principal in writing
6 at least five (5) days prior to the day of graduation. Non-participating students shall receive their
7 diplomas or certificates from the principal's office within one (1) week of the day of graduation.

8 Graduation apparel shall be determined by the administration of each school and shall be the personal
9 expense of each student. Any fees required for graduation ceremonies shall be waived for students who
10 are eligible to receive free or reduced-price lunches, and in such cases, the school shall assume
11 responsibility for payment of fees.²

12 Graduation shall be physically accessible to all students, their parent(s)/guardian(s), and other interested
13 citizens.³

14 Graduation activities organized by district employees shall not be religious in nature.⁴ The content of
15 any students' speeches shall not reflect the endorsement, sponsorship, position, or expression of the
16 school, employees, or board.

17 The director of schools shall develop procedures to ensure that students are recognized at graduation
18 ceremonies for the following achievements:⁵

- 19 • Honors;
- 20 • State Honors;
- 21 • State Distinction;
- 22 • District Distinction;
- 23 • Tri-Star Scholar;
- 24 • Students receiving a TN Seal of Biliteracy;
- 25 • Students voluntarily completing at least ten (10) hours of community service each semester the
26 student is in attendance at a public high school;
- 27 • Students receiving a gold or platinum medal on National Career Readiness Certificate; and
- 28 • Students graduating with a district-developed work ethic distinction.

Legal References

1. TCA 49-6-405(b)(2)
2. TCA 49-2-114
3. 28 CFR § 36.201
4. *Lee v. Weisman*, 505 U.S. 577(1992), 112 S. Ct. 2649, 120 L. Ed. 2d 467 (1992)
5. State Board of Education Policy 2.103; TCA 49-6-6010

Cross References

Section 504 & ADA Grievance Procedures 1.802
Student Fees and Fines 6.709

The signed agreement will be binding on all successors of parties to the agreement.

VIII. Signatures

For **Elizabethton City Schools**

Dr. Corey Gardenhour, Director of Schools _____ Date _____

For **Telamon Corporation Tennessee Head Start Program**

Lauren Dugger, Unicoi Center Director _____ Date _____

Telamon Corporation is funded to serve 225 children in the Migrant and Seasonal Head Start Program and 72 infants and toddlers in the Early Head Start Program. State Office staff members in Knoxville coordinate services at five centers located in Bledsoe, Cocke, Greene, Unicoi, and Carter Counties. Surrounding counties served include Grainger, Hamblen, Jefferson, Hawkins, Rhea, and Washington. Telamon Corporation and LEA service areas often overlap in multiple counties.

- E. Staff training, include opportunities for joint staff training on topics such as academic content standards, instructional methods, curricula, Dual Language Learners and social and emotional development.

Telamon Tennessee encourages LEA representatives to serve on our local Child Development, Health and Safety Advisory Committees (CDHSAC) in order to better understand each other's programs and coordinate services for children and families throughout the year.

- F. Provision of services to meet the needs of working parents, as applicable

Before and after-school care, non-traditional child care (shift or weekend work), extended day and extended year care, blended funding or other arrangements

- G. Communication and parent outreach for smooth transitions to kindergarten

Visits to kindergarten classrooms, transfer of records (with parent consent), early registration for kindergarten, and assistance with interpreting for Spanish speaking parents, whose children are enrolled in the program.

- H. Provision and use of facilities, transportation, and other program elements

Agreements for classroom and meeting space, purchase of meals, transportation, pre-k collaboration classes, Head Start/Child Care collaborations, etc.

- I. Other elements mutually agreed to by the parties

V. Confidentiality

All parties acknowledge confidentiality requirements that each grantee and agency must follow regarding the sharing and release, with the consent of families, of personally identifiable information regarding children and families. It is the intent of this agreement to ensure that parents have rights of access and rights of privacy with respect to such reports and records, and that applicable State and Federal laws for exercise of these rights be strictly followed as indicated by the Family Educational Rights and Privacy Act (FERPA) and Health Insurance Portability and Accountability Act (HIPAA).

VI. Review of Agreement

The agreement will be jointly reviewed by all parties biennially (every two years) and more frequently if laws and regulations are amended that will significantly impact this agreement, or when a party request a formal change.

VII. Terms of Agreement

The agreement will become effective immediately after being signed and dated by all parties. By signing the agreement, each party agrees to the terms.

environment. In addition, the Board of Education uses other resources to fund students to include funding from Title I and Special Education. The Local Education Authority is the appropriate entity that manages publicly funded Pre-K programs across the region. The primary funding source for Pre-K programs is through TCA §§49-6-101—110.

Elizabethton City Schools LEA will provide the comprehensive, coordinated, and timely delivery of developmentally and individually appropriate services to young children with disabilities (ages three to five years) and their families, as specified in the Individualized Education Program (IEP). As supported by the Tennessee Department of Education (TDOE) Special Populations, Tennessee Early Intervention System (TEIS), and Telamon Program coinciding with guidance from the Individuals with Disabilities Education Act Part B, 619 Preschool Program are committed to the delivery of services for this

IV. Joint Roles in System Review, Coordination, Collaboration, Alignment, and Implementation

The parties will assess needs and develop plans for coordination, collaboration, alignment, and implementation of each of the following activities, as mandated by the Head Start Act:

A. Educational activities, curricular objectives, and instruction

Telamon Tennessee will collaborate with the LEA to ensure that the following services are coordinated and in alignment with the Tennessee Early Learning Developmental Standards (TNELDS) and the Head Start Early Learning Outcomes Framework: screening/assessment instruments, Home Visits, Parent Conferences, IEP and IFSP.

B. Public information dissemination and access to programs for families contacting the program or any of the preschool programs

Representation on State Pre-K Advisory Council and the County Pre-K Advisory Council; Telamon Corporation annual report, websites; Telamon Head Start Advisory Committee; Service Announcements (PSA); information regarding intake/recruitment process; Parent Information Report (PIR); Imagination Library; participation in the annual self-assessment; participation in community-sponsored events, such as health fairs and ethnic celebrations.

C. Selection priorities for eligible children to be served by the programs

Eligibility requirements are based on Head Start Performance Standards. They require that the family be at or below the federal poverty guidelines. The family must be verified for both programs before determining that a child is eligible to participate. Families who are experiencing homelessness or are in foster care automatically qualify.

In addition to the criteria above, to enroll in the Migrant and Seasonal Head Start program, the applicant must have changed its residence from one geographical location to another in the past 12 months for the purpose of engaging in agricultural work. The applicant must be employed in agricultural work at the time of application, and their income for the past 12 months must have come primarily from agricultural work. The work includes the production or harvesting of tree and field crops. Children must be less than 5 years of age at the time of school attendance.

D. Definition of services areas

**MEMORANDUM OF UNDERSTANDING
BETWEEN
TELAMON CORPORATION HEAD START PROGRAM
AND
ELIZABETHTON CITY SCHOOLS**

I. Parties to the Agreement

- A. Telamon Corporation Tennessee Head Start Program Unicoi Center, 551 Mockingbird Court, Unicoi, TN 37692
- B. Elizabethton City Schools, 804 South Watauga Avenue, Elizabethton, TN 37643

II. Purpose of Agreement

- A. To improve availability and the quality of services through coordinated service delivery systems for preschool children and their families to include underrepresented populations such as children with disabilities, low-income, homeless, migrant, and/or English Language Learners.
- B. To support children's optimal development and readiness for school entry and success.
- C. To promote collaboration regarding shared transportation, facilities, and other resources, as appropriate.
- D. To define the roles and responsibilities of Telamon Corporation Tennessee Head Start Program and the Local Education Agency toward coordination and greater collaboration; enhance linkages and relationships; and exchange information on the provision of educational and non-educational services.

III. Agency Descriptions and Authority

- A. Telamon Corporation Tennessee Head Start Program

Head Start is a nationwide Federal grant program funded by the U.S. Department of Health and Human Services. Telamon Tennessee has two different grants from the Office of Head Start. The Migrant and Seasonal Head Start Program provides services to low-income migrant and seasonal farmworker families with children between the ages of six weeks to five years. Services are offered during the Tennessee agricultural season. The Early Head Start Program offers year-round services to children from low-income families' ages six weeks to three years (only available in select Telamon service areas). Both programs offer comprehensive services in the areas of education, social services, health, disabilities, nutrition, and family engagement.

Head Start's responsibility for coordinating and collaborating with the appropriate local entity responsible for managing publicly funded pre-school programs in the service area of the Head Start Program is mandated in the Head Start Act: Public Law 110-134 "Improving Head Start for School Readiness Act of 2007."

- B. Elizabethton City Schools (Local Education Agency)

The Voluntary Pre-K program is a statewide grant program administered by the Tennessee Department of Education, Office of Early Learning. It is a program for four-year-old children who are at-risk and provides an opportunity to develop school readiness in an age appropriate

A PHENOMENOLOGICAL STUDY OF TEACHER EFFICACY IN CAREER AND
TECHNICAL EDUCATION COACHING AND MENTORING PROGRAMS

by

Sharon Louise Necessary

Liberty University

A Dissertation Presented in Partial Fulfillment

Of the Requirements for the Degree

Doctor of Education

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A PHENOMENOLOGICAL STUDY OF TEACHER EFFICACY IN CAREER AND
TECHNICAL EDUCATION COACHING AND MENTORING PROGRAMS

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ABSTRACT

The purpose of this transcendental phenomenological study is to describe the lived experiences with self-efficacy of CTE teachers who have participated in the Vision of Excellent Instruction in Career and Technical Education Coaching and Mentoring Program in Northeast Tennessee. Educator experiences will be defined as the perceptions of CTE teachers after participating in the Vision of Excellent Instruction in Career and Technical Education Coaching and Mentoring Program. The theory guiding this study is Bandura's self-efficacy theory (1986) as it relates to the experiences of CTE teachers' participation in the Vision of Excellent Instruction in Career and Technical Education Coaching and Mentoring Program and the perceived impact of the program on teacher self-efficacy. Self-efficacy will guide the study as self-efficacy is influenced by mastery or non-mastery of experiences and is based on the perceived capabilities of an individual (Bandura, 1977). Purposeful criterion-based sampling will be used to select Career and Technical Education teachers to participate in the study. Data collection tools will include a qualitative teacher efficacy survey, individual interviews, and focus groups. Data analysis will follow Moustakas' methods of data reduction beginning with bracketing. Horizontalization will be used to identify topics or themes and to discard irrelevant topics, leaving the horizons. Data analysis will include data transcription and inputting data into a computer program such as NVivo 10 for coding, clustering, and visual representations of data.

Keywords: Career and Technical Education, Vision of Excellent Instruction Coaching and Mentoring Program, coaching, traditional professional development, professional development, coaching, mentoring, self-efficacy

Copyright Page (Optional)

Dedication (Optional)

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Career and Technical Education (CTE)

Vision of Excellent Instruction Coaching and Mentoring Program (VoEI)

Vision of Excellent Instruction Career and Technical Education Coaching and Mentoring Program (VoEI CTE)

CHAPTER ONE: INTRODUCTION

Overview

The purpose of this transcendental phenomenological study is to describe the experiences with self-efficacy of Career and Technical Education (CTE) teachers who have participated in the Vision of Excellent Instruction (VoEI) Coaching and Mentoring Program in Northeast Tennessee. The existing literature indicates a need for additional research on instructional coaching related specifically to career and technical education. Fletcher, Lasonen, and Hernandez (2014) identified a need for rigorous and relevant CTE programs with instructional and program support from administration, business, and community that is provided through instructional coaching and mentoring. The unique qualities of the CTE teacher require unique professional development and coaching opportunities. Hoekstra and Crocker (2015) reported that additional studies and experiments on various approaches to providing professional learning support for CTE teachers are essential to the development of strong CTE programs. Chapter one provides support of this study as follows: (a) background, (b) situation to self, (c) problem statement, (d) purpose statement, (d) significance of study, (e) research questions, and (f) definitions.

Background

Career and technical education was originally known as vocational education beginning with the Smith-Hughes Act in 1917 (Brand, Valent, & Browning, 2013). According to Levesque, et al. (2000), the purpose of Vocational Education was to prepare young adults for entry-level jobs in the workforce. This original focus was on preparation for jobs that did not require a four-year post-secondary degree. Currently, CTE programs of study focus on preparing students for

post-secondary success whether the required training is a certificate program, two-year degree, four-year degree, or graduate coursework (Levesque et al., 2000).

The CTE VoEI Coaching and Mentoring Program was designed to provide specialized professional development and support to CTE teachers. Because the program is in the pilot stages of implementation, the experiences of teachers participating in the program and the perceived impact of the program on teacher self-efficacy have not been studied. This study will provide an opportunity to highlight CTE teachers' perceptions of the VoEI CTE Coaching and Mentoring Program and the perceived impact on teacher self-efficacy. This study will also provide administrators, supervisors, and school directors an alternate view of the successes and challenges associated with the full implementation of the VoEI CTE Coaching and Mentoring Program in the pilot school systems. The background section focuses on the historical contexts, social contexts, and theoretical contexts of the study.

Historical Contexts

Career and technical education had its formal beginning in 1917 as a result of the Smith-Hughes Act, initially known as the National Vocational Education Act. However, the historical impact on Vocational Education was prevalent as early as 1876 with the development of apprentice or manual trade programs (Barlow, 1975; Brand et al., 2013). According to Barlow (1975), "programs integrated not only physical trade instruction but also moral and intellectual training requiring specially trained educators" (p. 49). A need for better training for teachers resulted in the development of the New York College for Teachers in 1888 (Barlow, 1975). The need for well-rounded industrial employees stirred an emphasis on domestic science education. From this initiative, Ellen Swallow Richards became known as the founder of Home Economics, and the Home Economics education curriculum was developed (Barlow, 1975). In 1887, the

development of land grant colleges reinforced the need to continue providing agriculture and home economics education to communities across the United States. What would become Vocational Education in 1917 had expanded to include agriculture, home economics, and industrial education (Barlow, 1975).

As noted by Brand et al. (2013), the passage of the Carl D. Perkins Vocational Education Act in 1984 (Perkins) changed federal participation in how federal funds were utilized and vocational programs were held accountable in Vocation Education. The reauthorization of the Carl D. Perkins Act of 2006 (Perkins IV) changed Vocational Education to CTE and focused on creating strong pathways to support college and career readiness for students (Brand et al., 2013). Today, CTE classrooms are tasked with providing real-world activities both inside and outside the classroom that are academically rigorous and relevant to the needs of industry. The combination of providing real-world activities that are both rigorous and relevant to industry creates a unique learning environment requiring a unique teacher support and development initiative such as the Vision of Excellent CTE Instruction Coaching and Mentoring Program.

Social Contexts

A need to improve teacher performance in response to Every Student Succeeds Act of 2015 prompted school systems to seek specialized professional development for teachers (Heineke, 2013; White, Smith, Kunz & Nugent, 2015; Desimone & Pak, 2017). While specialized support systems are in place for teachers of core academic courses, specialized support systems have not existed specifically for CTE teachers in Tennessee. The lack of specialized support for CTE teachers in Tennessee inspired the development of the Vision of Excellent Instruction CTE Coaching and Mentoring Program (Tennessee Department of Education, 2015). The VoEI CTE Coaching and Mentoring Program began its pilot roll-out

during the fall of 2015 across the state of Tennessee. The Northeast Tennessee region began with three school systems agreeing to be a pilot to the program. While the program includes surveys before, during, and after participation in the program, at no time are participants given the opportunity to voice their own perception of experiences about participation in the program.

Theoretical Contexts

Bandura's self-efficacy theory (1986) guides the theoretical framework of this study. According to Bandura's self-efficacy theory, self-efficacy is influenced by mastery or non-mastery of experiences and is based on the perceived capabilities of an individual (Bandura, 1977). Self-efficacy can be altered in many ways by a variety of experiences, social persuasion, evaluations, and incentives. Bandura (2012) explained that an individual's self-efficacy is developed in four ways: mastery of experiences, social modeling, social persuasion, and individual physical and emotional status. A belief in one's own capability, self-efficacy, in relation to past experiences, may have an impact on an individual's level of motivation as well as how they feel, what they think, and what they do in relation to the classroom (Bandura, 2012). This study provides CTE teachers an opportunity to share their lived experiences with self-efficacy after participation in the coaching process.

Situation to Self

This study represents my belief that quality professional development opportunities result in the growth and development of teachers. My professional and personal experiences and philosophical assumptions are grounded in an intense desire to see an improvement in teacher efficacy impacting instructional practices in CTE programs. This section will describe how my professional and personal experiences drive the motivation for this study.

Professional and Personal Experiences

My passion and love for Vocational Education began in high school. I completed all courses offered in Vocational Office Education and held the positions of Secretary and Vice President of the Future Business Leaders of America. My parents both received vocational training that resulted in productive and successful careers in management and healthcare, reinforcing my belief in providing vocational training opportunities to students. In my undergraduate degree program at East Tennessee State University, I discovered a love of Family and Consumer Sciences. The Family and Consumer Sciences program allowed me to combine my passion for Vocational Education with my desire to build strong and successful families. As I studied to complete my undergraduate degree, I gained valuable experiences in the food service, healthcare, and childcare industries providing me with a practical application for Vocational Education.

Upon earning a Bachelor of Science degree in Family and Consumer Sciences Education, I began my journey in secondary education. My 20-year journey as a high school teacher, Career and Technical Education Consultant, and Associate Principal have fostered a desire to inspire and grow Career and Technical Education programs through teacher development. Early in my education career, my role as CTE Chairperson provided an opportunity for me to work one on one with CTE colleagues on district and state mandates, budgeting, and instructional planning. As Career and Technical Education Consultant for the Tennessee Department of Education, I was able to take this role to a new level and work directly with school districts across the state to maintain federal requirements of the Carl Perkins Grant. During this time, I was the lead consultant to training districts in the implementation of the pilot program for the Vision of Excellent Instruction CTE Coaching and Mentoring Program. Once again my passion for

growing CTE programs and teachers was realized through the new pilot program.

My current role as Associate Principal allows me the opportunity to coach CTE teachers using the VoEI CTE Coaching and Mentoring Program within my building. The VoEI CTE Coaching and Mentoring Program requires participating teachers to complete a survey before, during, and after participation in the program; however, at no time are participants allowed to express their lived experiences with self-efficacy after participation in the program. The absence of an opportunity to provide an avenue for the expression of the lived experiences of self-efficacy of teachers who have participated in the VoEI CTE Coaching and Mentoring Program sparked my desire to conduct this study.

Philosophical Assumptions

According to Creswell and Poth (2018), the philosophical beliefs of a researcher have a close relationship to how the researcher uses the framework for the study. The philosophical assumption associated with this research is ontological. Creswell and Poth (2018) note that ontological assumptions are concerned with the nature of reality and the differing views of reality from participants. The researcher reports the various realities and identifies themes to develop the findings.

The paradigm I bring to the research includes social constructivism. Social constructivists seek understanding of the world around them, causing them to develop subjective meanings from experiences (Creswell & Poth, 2018). As a researcher, I must rely on the participants' views of their experiences. The motivation for this study is based upon the desire of the researcher to provide teachers who have participated in the VoEI CTE Coaching and Mentoring Program an opportunity to share their lived experiences involving self-efficacy with the VoEI CTE Coaching and Mentoring Program. Research exists on coaching and mentoring

programs, the importance of and outcomes of participation; however, a gap in the research exists related specifically to CTE teachers' experiences with coaching due to the pilot status of the program.

Problem Statement

School districts are tasked with improving teacher performance in response to an overwhelming need for students who are both college and career ready (Brand et al., 2013). Improving teacher performance is a precursor for improving student outcomes (Tennessee Department of Education, 2015). In Tennessee, only one-third of CTE teachers rate the resources available for staff development as adequate in their school (Tennessee Department of Education, 2015). Positive teacher efficacy has an indirect impact on student outcomes and teachers who work with instructional coaches' report increased feelings of self-efficacy (Duncan, Cannon, & Kitchel, 2013). As identified by Jacques and Potemski (2014) the problem is a lack of quality professional development programs specifically designed for CTE teachers that promote the development of teacher efficacy and instructional skills.

While significant research exists on core academic instructional coaching, a lack of research exists identifying the lived experiences of CTE teachers who have participated in instructional coaching. This study will provide school districts participating in the VoEI CTE Coaching and Mentoring pilot program in Northeastern Tennessee with research to support decisions to continue, adjust current practices, or discontinue the program. A qualitative phenomenological design will provide a voice to the CTE teachers who have participated in the VoEI CTE Coaching and Mentoring Program (Creswell & Poth, 2018; Polkinghorne, 1989).

Purpose Statement

The purpose of this transcendental phenomenological study is to describe the lived experiences with self-efficacy of CTE teachers who have participated in the VoEI CTE Coaching and Mentoring Program in Northeast Tennessee. The theory guiding this study is Bandura's self-efficacy theory (1986) as it relates to the lived experiences of CTE teachers' participation in the VoEI CTE Coaching and Mentoring Program and the perceived impact of the program on teacher self-efficacy. The theory of self-efficacy will guide the study as self-efficacy is influenced by mastery or non-mastery of experiences and is based on the perceived capabilities of an individual (Bandura, 1977).

Significance of the Study

The study will provide CTE teachers' the opportunity to share their lived experiences after participation in the VoEI CTE Coaching and Mentoring Program and the perceived impact of the program on teacher self-efficacy. Educator experiences will be defined as the experiences of CTE teachers with self-efficacy after participating in the VoEI CTE Coaching and Mentoring Program. While research exists on instructional coaching, research relating specifically to the experiences of CTE teachers' after participation in an instructional coaching program exist.

Empirical Significance

While studies on instructional coaching exist, no studies specifically relating to instructional coaching with CTE teachers are currently available. According to Hoekstra and Crocker (2015) further research is needed in comprehensive approaches in professional learning experiences that provide support to CTE teachers. CTE classrooms are tasked with providing academically rigorous and relevant real-world activities both inside and outside the classroom to meet the needs of industry (Jacques & Potemski, 2014). The continued relevance of vocational

education to industry and society depends on teachers adopting a culture of life-long learning (Hoekstra & Crocker, 2015). “Instructors are often hired for their professional and trade experience but often have not received formal teacher education, they encounter many challenges when commencing employment as instructors” (Hoekstra & Crocker, 2015, p. 354). The combination of rigorous and relevant real-world activities creates unique learning environments that require distinct teacher support and development such as the VoEI CTE Coaching and Mentoring Program. The VoEI CTE Coaching and Mentoring Program is uniquely designed to provide support for CTE teachers and specifically tailored to meet the instructional support needs of CTE teachers based upon the instructional CTE program of study (Tennessee Department of Education, 2015).

Theoretical Significance

In this study, Bandura’s self-efficacy theory will inform the research design as well as guide the researcher’s analysis as she explores the lived experiences with the efficacy of CTE teachers after participation in the VoEI CTE Coaching and Mentoring Program and the perceived impact of the program on teacher efficacy. The study will provide CTE teachers’ the opportunity to share their participation experiences in the VoEI CTE Coaching and Mentoring Program and the perceived impact of the program on teacher efficacy. According to Bandura’s self-efficacy theory (1986), self-efficacy can be altered in many ways by a variety of experiences, social persuasion, evaluations, and incentives. Bandura (1997) defined self-efficacy as “beliefs in one’s capabilities to organize and execute the courses of action required to produce given attainments” (p. 3). Self-efficacy theory is rooted in Bandura’s Social Cognitive Theory. Bandura (1986) suggested that all actions are repetitions of other observed actions and the belief in the ability to perform these actions is based upon what is learned from observation of other

human behaviors. Self-efficacy is defined as “people’s judgments of their capabilities to exercise control over events that affect their lives” (Bandura, 1989, p. 59). Self-efficacy determines how an individual behaves, thinks, and reacts when faced with challenges with expectations “through cognitive, motivational, affective, and decisional processes” (Bandura, 2002, p. 270).

Individual’s perceived self-efficacy is subject to change over time as the individual overcomes challenges (Bandura & Locke, 2003; Wyatt, 2015). Bandura (1982) suggested the writing of goals that include sub-goals. The successful completion of the sub-goals leads to the accomplishment of the main goal which fosters an increase in self-efficacy and ultimately motivation. The CTE VoEI Coaching and Mentoring Program is rooted in the identification of sub-goals to accomplish the main goal of instructional rigor and relevance (Tennessee Department of Education, 2015). This study provides CTE teachers an opportunity to share their lived experiences after participation in the coaching process with an opportunity to share their perceived impact on teacher self-efficacy.

Practical Significance

This study will assist educators, administrators, and school district leaders in understanding the impact of VoEI CTE Coaching and Mentoring Programs on CTE teacher self-efficacy. The implementation and continuance of VoEI CTE Coaching and Mentoring Programs require the expenditure of human and financial resources within the school districts. This study will provide a voice to the lived experiences of CTE teachers after they participate in the VoEI CTE Coaching and Mentoring Programs and the perception of the impact on self-efficacy after participation. The findings of this study may provide district leaders with additional information for the improvement, continuance, or discontinuance of the VoEI CTE Coaching and Mentoring Program.

Research Questions

As noted in Creswell and Poth (2018), the research questions for this study are broad to provide CTE teachers the opportunity to share and expand upon their perceptions and experiences while participating in the VoEI CTE Coaching and Mentoring Program. One central research question and four sub-questions will be used in this study. Each question explores teachers' experiences while participating in coaching and mentoring and perceptions of the impact on teacher efficacy.

Central Research Question

What are the experiences of CTE teachers who have participated in the VoEI Coaching and Mentoring Program in Northeast Tennessee? According to Creswell and Poth (2018), the central research question is overarching with several sub-questions. The central research question was selected to allow the participants the opportunity to expand upon their experiences and perceptions.

sub-question 1. How do the lived experiences of CTE teachers after participation in the Vision of Excellent CTE Instruction Coaching and Mentoring Program influence CTE teacher perceptions of self-efficacy in the classroom? Self-efficacy is defined as “beliefs in one’s capabilities to organize and execute the courses of action required to produce given attainments” (Bandura, 1997, p.3). Self-efficacy can be altered in many ways by a variety of experiences, social persuasion, evaluations, and incentives (Miesera & Gebhardt, 2018). Bandura (2012) explained that an individual’s self-efficacy is developed in four ways: mastery of experiences, social modeling, social persuasion, and individual physical and emotional status. A belief in one’s own capability, self-efficacy, in relation to past experiences, may have an impact on an individual’s level of motivation as well as how they feel, what they think, and what they do in

relation to the classroom (Bandura, 2012). Participants will be allowed to share how their lived experiences during participation in the VoEI CTE Coaching and Mentoring Program influenced their perception of their own self-efficacy as a CTE teacher in the classroom.

sub-question 2. How do CTE teachers describe their lived experiences with self-efficacy after participation in the VoEI CTE Coaching and Mentoring Program? While short-term professional development experiences are often limited and offer limited support, long-term instructional support practices such as instructional coaching have been shown to refine teaching practices and provide opportunities for teachers to participate actively in practices that improve teaching practices and self-efficacy (Glackin & Hohenstein, 2018; Lee, Nugent, Kunz, Houston, & DeChenne-Peters, 2018).

sub-question 3. How do feelings of CTE teacher efficacy influence instructional decisions after participation in the VoEI CTE Coaching and Mentoring Program? According to Zee and Koomen (2016), teachers with positive self-efficacy beliefs have improved psychological well-being, higher job satisfaction, higher job commitment, lower levels of stress, lower levels of burnout and increased student academic achievement. Once CTE teachers have completed the VoEI CTE Coaching and Mentoring Program, the teacher will be provided the opportunity to express how their experiences with coaching and mentoring impact their current instructional decisions.

sub-question 4. What role does teacher efficacy have in the CTE teacher-coach interactions? CTE teachers will be provided the opportunity to share how their relationship with the CTE Coach was impacted by their own self-efficacy during the coaching process. While coaches serve in a variety of roles and have numerous responsibilities, the key to successful coaching relies upon the relationships formed between the coach and teacher (Knight, 2012;

Lowenhaupt, McKinney, & Reeves, 2014). This relationship must first be built upon mutual respect (Lowenhaupt et al., 2014; White et al., 2015). The ability of the coach to exhibit classroom experience in which they are knowledgeable in the teacher's content area along with proficiency in the use of technology serves to gain the respect of the classroom teacher (Lowenhaupt et al., 2014; White et al., 2015). The success of any coaching program depends on several factors. These factors include administrative support, teacher and coach buy-in, the norms of the professional community, and resources such as time, training, and logistics (Brown, Harrell, & Browning, 2017).

Definitions

1. *Coaching* - Coaching, also known as Instructional Coaching, can be described as a relationship between the teacher and a more experienced or trained individual serving as the coach. The relationship is non-evaluative and focused on student achievement outcomes. As noted by Tschannen-Moran and Carter (2016), coaching is a process that is research-based and on-going. The process is designed to enable the instructor to become more professionally aware and willing to embrace change and growth.
2. *External coaches* - External coaches do not reside within the workplace or school and are often hired as a third-party consultant to increase student achievement and close achievement gaps through professional coaching of teachers (Jones, Woods, & Guillaume, 2016).
3. *Internal coaches* - Internal coaches are located within the workplace or school and do not serve in an administrative or evaluative capacity. Often the internal coach is a teacher colleague with additional experience and/or training (Jones et al., 2016).

4. *Judgementoring* - Research on coaching and mentoring emphasizes the critical importance of positive mentoring on beginning teacher attrition, teacher growth and development, and increased student outcomes; however, when coaching takes on a negative connotation, results are not as positive. Judgementoring is the concept of coaching and mentoring that is not beneficial and can even be perceived as harmful (Lejonberg, Elstad, & Christophersen, 2015).
5. *Mentoring* - Mentoring can be defined as a process in which a teacher meets with a more experienced teacher regularly to discuss concerns about the school, classroom, curriculum, and teaching. In many cases, coaching and mentoring are used interchangeably (Pleschova` & McAlpine, 2015).
6. *Professional learning communities* - The need for educational professionals to use data to drive decision making has resulted in a data-driven decision-making approach that utilizes coaching, mentoring, tutoring, and professional learning communities (PLCs). Marsh, Bertrand, and Huguet (2015) described PLCs as groups of peers working together with a group leader to aid in data-driven decision-making practices to improve student learning and teaching strategies.
7. *Self-efficacy* – an individual’s belief in their ability to plan, organize, and carry-out activities required to attain goals (Bandura, 1997).
8. *Traditional professional development* - Traditional professional development is generally a training activity that is organized outside the classroom setting. Sessions are usually a day or more in duration and involve instances in which the teacher is required to sit for extended periods of time while information is presented. Studies show that traditional

professional development has little impact on teacher outcomes and performance (Hoekstra & Crocker, 2015; Tschannen-Moran & Carter, 2016).

9. *Tutoring* - Tutoring is described by Pleschova` and McAlpine (2015) as the information shared during a mentoring meeting. In the mentoring meeting, the more seasoned teacher shares information, ideas, and concepts. This information is discussed and questions are answered. The beginning teacher has essentially been tutored by the more experienced teacher.

Summary

The purpose of this transcendental phenomenological study is to describe the experiences of CTE teachers who participated in the VoEI CTE Coaching and Mentoring Program at two school districts in Northeast Tennessee. The problem is a lack of quality professional development programs specifically designed for CTE teachers that promote the development of teacher efficacy and instructional skills. While significant research exists on core academic instructional coaching, a lack of research exists identifying the lived experiences of CTE teachers who have participated in instructional coaching. This study will provide districts with research to aid in the decision to continue or discontinue the VoEI CTE Coaching and Mentoring Program for CTE teachers. A qualitative phenomenological design will provide a voice to the CTE teachers who have participated in the VoEI Coaching and Mentoring program (Creswell & Poth, 2018; Polkinghorne, 1989).

CHAPTER TWO: LITERATURE REVIEW

Overview

The purpose of this transcendental phenomenological study is to describe the lived experiences of CTE teachers who have participated in the VoEI CTE Coaching and Mentoring Program in Northeast Tennessee. Educator experiences will be defined as the lived experiences of CTE teachers after participating in the VoEI CTE Coaching and Mentoring Program. The theory guiding this study is Bandura's self-efficacy theory (1986) as it relates to the experiences of CTE teachers' participation in the VoEI CTE Coaching and Mentoring Program and the perceived impact of the program on teacher self-efficacy. Self-efficacy will guide the study as self-efficacy is influenced by mastery or non-mastery of experiences and is based on the perceived capabilities of an individual (Bandura, 1977). Chapter Two includes the theoretical framework and related literature as they apply to the practice of instructional coaching and mentoring, and career and technical education.

Theoretical Framework

The theory guiding this study is Bandura's self-efficacy theory (1986) in relation to the experiences of CTE teachers' participation in the CTE coaching and mentoring program. Self-efficacy is influenced by mastery or non-mastery of experiences and is based on the self-perceived capabilities of an individual (Bandura, 1977). Bandura (2012) explains that an individual's self-efficacy is developed in four ways; mastery of experiences, social modeling, social persuasion, and individual physical and emotional status.

Bandura (2012) described the influence of mastery of experiences on self-efficacy as being determined by the success or failure of past experiences. If an individual's previous experiences were successful then mastery expectations would be raised. If an individual's

repeated experiences included failure then mastery expectations would be lower. According to Bandura (2012), through social persuasion and modeling individuals are influenced into believing they can or cannot successfully complete task. This influence occurs through observation of successful task completion or through the encouragement or influence of others. The physical and emotional status of an individual has a direct impact on judgement used to make decisions and complete tasks. Emotional decisions impacted by anxiety, for example, can ultimately lead to negative judgement and an inability to complete a task (Bandura, 2012).

Bandura (1986) also determined that self-efficacy is influenced by a variety of experiences, social influences, evaluations, and incentives. Often these experiences can be attributed to the professional development, support, and training received by teachers (Klaeijssen, Vermeulen, & Martens, 2018). The need for additional support, development, and training is critical for teacher accountability and ultimately teacher retention.

It is important to note that in the process of developing teachers, the quality of the instruction must be considered. Huguet, Marsh, and Farrell (2014) noted that the interpersonal skill level of the instructional coach is as important to successful coaching as the content knowledge of the instructional coach. Lowenhaupt et al. (2014) described coaching relationship as “personal interactions with teachers are the heart of the coaching initiative” (p. 749). The impact of coaching is evidenced in

- increase of emotional intelligence of coaches;
- increase in teacher feeling of self-efficacy;
- increased teacher and student outcomes through strategic planning;
- increased teacher and student outcomes through implementation in the classroom;
- a student-centered approach to teaching;

- attrition of beginning teachers; and
- the least desirable cost of judgementoring or a negative deterioration of the coaching relationship. (Lejonberg et al., 2015)

According to Lofthouse (2019) coaching supports a relational component to education that affords participants the opportunity to be heard, feel valued, and be supported in the educational setting. Coaching supports a sense of belonging and confidence in teaching abilities within the educational setting resulting in an impact on teacher self-efficacy (Lofthouse, 2019). Coaching programs often create a positive relationship between the coach and teacher. The coaching process often focuses on improving a certain set of skills the teacher needs in the classroom (Lyons et al., 2017). The CTE VoEI Coaching and Mentoring Program is designed to provide specialized support and training for Career and Technical Education teachers (Tennessee Department of Education, 2015).

Self-efficacy is based on the belief in the future competence level a teacher expects they will have in a given situation (Tschannen-Moran & McMaster, 2009) Bandura (1997) believed that the judgement a teacher has on their own efficacy is influenced by the verbal encouragement of important individuals in the work environment. Comments from individuals such as other teachers and administrators, the vicarious experiences of colleagues, past mastery of teaching, and the level of emotional and physiological aspects experienced as new teachers are an anticipated influence on the level of self-efficacy a teacher experiences (Darling-Hammond et al., 2017; Tschannen-Moran & McMaster, 2009).

Ventura, Salanova, and Llorens (2013) noted that the level of self-efficacy experienced by teachers was a factor in the amount of job stress experienced. Individuals reporting a low level of self-efficacy are more likely to experience anxiety and depression in the work

environment. While individuals reporting high levels of self-efficacy tend to have a more optimistic outlook and experience lower levels of work-related stress (Ventura et al., 2013).

Beginning teachers report higher levels of stress and emotional exhaustion, ultimately resulting in an increased number of beginning teachers leaving the profession (Richter et al., 2013). Providing a work environment that promotes positive self-efficacy is essential to the ability of school systems to keep highly qualified, trained teachers (Richter et al., 2013). Regardless of what career path an individual may pursue, the impact of the overall work environment can either foster or inhibit employee growth and development (Song, Bae, Park, & Kim, 2013). Public school systems are no different in the effect the work environment plays on teacher and student performance.

Related Literature

Federal initiatives such as No Child Left Behind (NCLB), Carl D. Perkins Act of 2006, Race to the Top (RttT), and Every Student Succeeds Act (ESSA) of 2015 require increased initiatives for professional development to increase both teacher and student outcomes (Desimone & Pak, 2017; Heineke, 2013; White et al., 2015; Young, Winn, & Reedy, 2017). School systems are tasked with providing quality professional opportunities for teachers advancing beyond the traditional sit and get professional development opportunities of the past. Districts strive to alter teacher practice to meet standards-based reform measures with a goal of increasing student achievement outcomes and closing achievement gaps (Desimone & Pak, 2017; Song et al., 2013; White et al., 2015). To improve student performance and close achievement gaps a revision of traditional professional development methods that proved ineffective was needed, resulting in a demand for a more personalized professional development such as instructional coaching (Desimone & Pak, 2017; Song et al., 2013; White et al., 2015).

While the roles and responsibilities of instructional coaches are continually changing to meet the needs of the school systems, the need for effective coaching remains constant (Ernst, Clark, and Bowers, 2017).

Large investments are often made by school systems in coaching and mentoring programs (Ernst, Clark, and Bowers, 2017). Systems must determine the costs and benefits of coaching in response to the school systems needs for increased student and teacher outcomes. This assessment should include both the costs and benefits to the coach or mentor, as well as, the impact on teacher and student outcomes (Desimone & Pak, 2017; Knight, 2012; Lejonberg et al., 2015; Tschannen-Moran & Carter, 2016). Research on instructional coaching is prevalent in the academic curriculum areas such as literacy; however, a gap in the literature exists for coaching and mentoring outcomes specifically in CTE programs (Stephens, 2015).

Stephens (2015) determined a need for additional support measures for alternatively certified CTE teachers. Alternatively, certified teachers are hired with a background in the industry of their expertise and have not participated in an educator preparation program. Support measures should include a coaching and mentoring program designed to increase both student and CTE teacher outcomes (Amyett, 2019; Foster, Hornberger, & Watkins, 2017; Stephens, 2015). Achieving accountability measures that increase both student and teacher outcomes while closing student achievement gaps requires educational systems to revisit professional development opportunities offered. Instructional coaching provides opportunities and resources that “can help bridge the gap between expectations formed outside the classroom and actual classroom practice” (Desimone & Pak, 2017, p. 8). CTE teachers begin to form pedagogical habits and procedures during student teaching that will persist throughout their teaching career. The self-efficacy of a teacher is dependent upon the early experiences of student teaching and

early employment. Instructional coaching plays a vital role in the support and retention of new teachers (Whitley, Park, Warner, & Horne, 2019).

Motivation for Professional Development through Coaching

The motivation for professional development spans some 30 years has increased attention has been placed on standards-based reform to improve student achievement (Desimone & Pak, 2017). Federal Initiatives such as No Child Left Behind (NCLB), Race to the Top (RttT), Elementary and Secondary Education Act (ESEA), and Every Student Succeeds Act (ESSA) of 2015 place federal importance on closing student achievement gaps and providing funding to support these initiatives. The passage of NCLB in 2002 placed an emphasis on reading and literacy training which included the Reading First initiative. This initiative emphasized the use of literacy and math coaches to aide in the goal of having all students achieve proficiency in math and reading by 2013-2014 (Dee & Jacob, 2011; White et al., 2015). Annual student assessments based on state curriculum standards were tied to an Average Yearly Progress (AYP). As determined by a school's AYP, a school could be on a targeted for improvement list or receive rewards for outstanding performance (Dee & Jacob, 2011). Professional development opportunities that focus on closing student achievement gaps through the use of scientifically based instructional strategies became a focal point for literacy and math coaches with a strong emphasis on teacher quality and student achievement (Desimone & Pak, 2017; Heineke, 2013). Due to measures instituted by NCLB, coaching became commonplace in school systems across the nation.

RttT Act of 2011 accentuated the importance of supporting teachers. The RttT initiative was a \$4 billion dollar campaign launched by President Barack Obama. RttT was a part of the American Recovery and Reinvestment Act (U.S. Department of Education, 2015). The U.S.

Department of Education (2015) recognized a need for improvements in the educational system to prepare students to be competitive in a global economy. To achieve a competitive level, the educational gap for disadvantaged students must be closed (U.S. Department of Education, 2015). Through a competitive grant process, school systems could acquire additional funding to support change initiatives designed to achieve the goals outlined in NCLB. State education agencies developed proposals for RttT grant detailing a plan to focus on developing common standards and assessments, improved teacher development programs, teacher evaluation, and retention strategies (McGuinn, 2012). Instructional coaching became an integral component of the grant process. Coaching is the considered key in using research or evidence-based teaching strategies to improve student outcomes. Coaching drives school reform by providing classroom embedded professional development that is individualized for the teacher and curriculum (Kurz, Reddy, & Glover, 2017).

The Carl D. Perkins CTE Improvement Act of 2006 was designed to focus on the need for curricular reform to address student performance concerns through integrated core academic and CTE curriculum. An emphasis on a more rigorous and relevant curriculum provides opportunities for secondary students to increase education and work-related options beyond high school. CTE allows students to obtain post-secondary credentials and training to increase opportunities in a competitive workforce (Fletcher et al., 2014). “It [CTE] has broadened to foster the development of foundational (basic) skills including critical thinking and personal qualities, competencies common to all aspects of the workplace, and specific skill competencies required for each occupational area” (Friedel, 2011, p. 38). While instructional coaching is widely available in core academic subjects, little research exists to support coaching and

mentoring as a professional development model for CTE teachers (Hoekstra & Crocker, 2015; Stephens, 2015).

ESSA of 2000, emphasized the need for high-quality teachers that utilized scientific-based instructional methods to increase student achievement. In 2015 the Elementary and Secondary Education Act of 2000 (ESEA) was revitalized and became Every Student Succeeds Act (ESSA). ESSA was designed to replace the NCLB Act of 2002 with a component included encouraging districts to focus on professional development efforts that include instructional coaches (Desimone & Pak, 2017; Sharp, 2016). ESSA requires that instructional coaches be adequately trained, developed, and compensated for working individually with teachers (Glover, Reddy, Kurz, & Elliott, 2019; Young, Winn, & Reedy, 2017). This work includes assessment development, instructional differentiation, data analysis, and instructional strategies implementation (Desimone & Pak, 2017; Glover et al, 2019).

ESSA's focus on ensuring that every state set high standards for college and career readiness for students supports the need for highly trained and supported CTE teachers, resulting in a need for CTE instructional coaches (Fletcher & Gordon, 2017; Sharp, 2016). According to Sharp (2016), "The ESSA empowers state and local education agencies to use appropriate, evidenced-based interventions that foster school improvement" (p. 9). The CTE VoEI Coaching and Mentoring Program supports the efforts of Tennessee school systems to utilize appropriate, evidence-based instructional interventions to improve school improvement and support college and career readiness for students (Tennessee Department of Education, 2015).

Traditional Professional Development versus Coaching

"The nation needs a more organized, rational approach to teacher development – grounded in rigorous standards of practice and strong clinical preparation" (Lyons et al, 2017, p.

548). According to Tschannen-Moran & Carter (2016), professional development, regardless of the method, is an essential part of the professional educator's career. Professional development must focus on skills that will increase student outcomes (Cordingley, 2015). Effective professional development is research-based, ongoing, in alignment with state curriculum standards, content-specific, and focused (Cordingley, 2015; McElearney, Murphy, & Radcliffe, 2019; Tschannen-Moran & Carter, 2016). The majority of teachers will only experience forms of the traditional, workshop focused professional development throughout their career, in spite of research that determined this type of professional development as ineffective (Appova & Arbaugh, 2018; Cordingley, 2015; Gulamhussein, 2013). Hoekstra and Crocker (2015) expand upon factors that influence professional learning for teachers. Research shows that traditional professional development conducted separately from the classroom environment yields the least benefit on instructional strategies in the classroom (Hoekstra & Crocker, 2015; Kennedy, 2016). Effective professional development occurs over time and is ongoing for the educator (Appova & Arbaugh, 2018; Gulamhussein, 2013). "Effective professional development programs require anywhere from 50 to 80 hours on instruction, practice, and coaching before teachers arrive at mastery" (Gulamhussein, 2013, p. 9). Traditional professional development is often viewed as a mandate from the administration or a top-down approach to instructional change; however, coaching emphasizes the development of personal teacher goals centered on the needs of both teachers and students (Desimone & Pak, 2017).

coaching discourse. According to Heineke (2013) and Lowenhaupt et al. (2014), coaching is utilized across the nation in school districts as an effective method of professional development that impacts instructional strategies and student achievement measures; however, little is known about how coaching discourse actually helps teacher's learning or professional

development. Social exchange theory focuses on the interactions of two or more individuals. These interactions can be either positive or negative (Cook & Rice, 2005).

A study conducted by Heineke (2013) examined the interactions between four coaches and teachers to determine if the content and context of the coaching discourse supported teacher learning. The results of the study indicated that both the content and context of coaching discourse impacts teacher learning. Ultimately, the relationship between the coach and teacher was discussed more than any other factor as an influencing contribution to teacher learning (Heineke, 2013; Huguet et al., 2014; Lowenhaupt et al., 2014). Huguet et al. (2014) noted that the interpersonal skill level of the instructional coach is as important to successful coaching as the content knowledge of the instructional coach. Lowenhaupt et al. (2014) described coaching relationships as “personal interactions with teachers are the heart of the coaching initiative” (p. 749).

teacher self-efficacy. Bandura (1986) explained that self-efficacy is influenced by a variety of experiences, social influences, evaluations, and incentives. Often these experiences can be attributed to the professional development, support, and training received by teachers. Tschannen-Moran and Hoy (2001) determined that a teacher’s efficacy belief has a significant impact on student achievement and outcomes, even unmotivated students. A teacher’s belief of efficacy impacts student achievement, motivation, and even a student’s own belief of efficacy (Tschannen-Moran & Hoy, 2001). “Teacher efficacy is a simple idea with significant implications” (Tschannen-Moran & Hoy, 2001, p.783). The efficacy beliefs of a teacher also impact the behavior of the teacher in the classroom, how much effort or investment they have in teaching, their goals for their performance and for students, and their level of devotion and aspiration (Tschannen-Moran & Hoy, 2001). Teachers with high levels of efficacy tend to plan

more, are open to new ideas, willing to try new educational methods, and are less critical of students when they make mistakes (Tschannen-Moran & Hoy, 2001). Ultimately, teachers who have higher beliefs in efficacy have greater enthusiasm for teaching and are more likely to stay in the career field.

The addition of coaching as a model of professional development and growth spans across career fields such as business and sports, in addition to education. The successes and challenges of coaching including research on efficacy and coaching also span across various fields in addition to education. Jones et al. (2016) determined coaching is an effective professional development tool regardless of the format of coaching or longevity. Jones et al. (2016) also cautioned about the use of external coaches and determined that more thorough guidelines must be in place to ensure external coaches understand the goals of employee learning and performance. Additional research on the effects of coaching on self-efficacy are needed to understand the impact coaching has on teachers and students (Kurz et al., 2017).

work environment. A study conducted by Song et al. (2013) examined the relationships between transformational leadership, perceived school support, CTE teacher's work environment, and knowledge creation activities or practices. Regardless of what career path an individual may pursue, the impact of the overall work environment can either foster or inhibit employee growth and development (Song et al., 2013). Public school systems are no different in the effect the work environment plays on teacher and student performance. Unfortunately, research shows that teachers are most likely to leave the profession in the first years of employment, even before they can gain the skills needed to be successful (Lyons et al., 2011). Ultimately, the working conditions new teachers are exposed to are ranked as some of the top reasons teachers leave the profession (Lyons et al., 2011).

The American Federation of Teachers (2017) deduced from a survey of educators that educator stress is an important component of overall job satisfaction and student performance. The conditions teachers are required to work in are leading factors in the teacher turnover rate of a school system. Key factors in teacher work satisfaction include respect, classroom decision making control, healthy interpersonal interactions at school, and workload stress (American Federation of Teachers, 2017). The survey concluded that educators feel respected by those individuals who know their job best such as parents, co-workers, and students. Educators do not always feel respected by direct supervisors, school boards, media, and elected officials. The majority of educators reported having some control over basic classroom decisions; however, they feel they have little to no control of policy and instructional decisions that directly impact their classroom. The survey indicated that educators experience workplace bullying at an alarming rate with little to no training or resources available to prevent workplace bullying and harassment. As a result, educators report a poor mental health status for 11 days or more per month. This is a rate nearly twice that of the U.S. general workforce. Ultimately, the stressful workload is enhanced by the feeling of educators always having to be alert and available, the lack of resources, consistently changing expectations, building conditions, equipment and staff shortages, and insufficient planning and collaboration time with coworkers (American Federation of Teachers, 2017).

The leadership style of administration has an indirect impact on student achievement; however, the teachers' job satisfaction and classroom practices have a direct impact on student achievement (Dutta & Sahney, 2016). While the administration leadership style has an indirect impact on student performance, the leadership style of the administration directly impacts teacher performance and job satisfaction (Dutta & Sahney, 2016; Ninkovic & Floric, 2018; Song

et al., 2013). The classroom performance and job satisfaction of teachers has a direct impact on student achievement.

transformational versus transactional leadership. Mette and Scribner (2014) described the transactional style of leadership as an emphasis on controlling, influencing, and managing the work environment. The transactional leader will implement an approach and then monitor the work environment for weaknesses and then give rewards for those who do what they are told (Mette & Scribner, 2014). In contrast to a transactional leader who focuses on equal exchanges between leaders and followers, the transformational leader goes beyond basic exchanges to push followers to do more, achieve more, and be more by setting challenging expectations (Song et al., 2013). The transformational leader seeks to improve and transform the work environment through a shared vision and inspiration of new ideas and creativity. The transformational leader leads by being supportive, encouraging, and valuing the work, opinions, and visions of employees (Mette & Scribner, 2014; Song et al., 2013). A school environment utilizing transformational leadership has a positive association with positive feelings of school support; however, a positive school environment has an indirect impact on the creation of knowledge activities by teachers (Vermeulen, Van Acker, Kreijns, & van Buuren, 2015).

Transformational leadership has a direct impact on the creation of knowledge activities by teachers (Ninkovic & Floric, 2018; Song et al., 2013). Transformational leaders will focus on improving teaching quality through a focus on the capacity and motivation of teachers (Ninkovic & Floric, 2018). The transformational leaders tend to take an approach to the restructuring of teaching and learning that is not necessarily a direct effect. Ninkovic and Floric (2018) describe four categories of core leadership practices that indirectly impact teaching and learning through transformational leadership. These four practices include

- setting directions: refers to developing a shared vision, fostering the acceptance of group goals and communicating high expectations;
- developing people: means providing individualized support and intellectual stimulation, as well as modeling valued behaviors, beliefs, and values;
- redesigning the organization: consists of practices that are focused on strengthening the school culture, building structures that allow collaboration and engagement of parents and the wider community; and
- improving the instructional program: refers to staffing the program, providing instructional support to teachers, monitoring school activities, and buffering staff from distractions to their work. (Ninkovic & Floric, 2018, p. 51)

According to Ninkovic and Floric (2018), leadership is a critical variable in the development of the collective efficacy of educators; however, research shows that the organizational structure of the school also has an impact on teacher efficacy. These characteristics include the level of emphasis on a strong academic culture, leaders who respond to concerns of teachers, leaders who encourage teachers to be innovative, and encouraging relationships among teachers (Ninkovic & Floric, 2018). Ultimately, the leadership style of a school has an impact on the school culture, climate, work environment, and the willingness of teachers to learn, grow, and explore as they create activities for students. This, in turn, also impacts the overall success of coaching programs (Song et al., 2013).

Roles and Responsibilities of Coaches

Instructional coaching is utilized internationally and in the United States as a method for increasing professional ability and student achievement (Lowenhaupt et al., 2014). Instructional coaching was first introduced as peer coaching in 1980 as a form of professional development

(Brown, Harrell, & Browning, 2017). Instructional coaching was implemented in the United States in response to educational reform movements focused on accountability and evaluation of teacher practices (Brown et al., 2017; Lowenhaupt et al., 2014). A more collaborative approach that allowed teachers to connect new learning into daily activities with students through the use of instructional coaches and collaborative learning communities are essential to the professional development of teachers (Blazer & Kraft, 2015; Brown et al., 2017). Brown et al. (2017) determined that the roles of instructional coaches are often diverse and difficult to distinguish or identify specifically; however, Heineke (2013) found a commonality of coaching responsibilities including administrative tasks, determining student achievement levels, testing, data analysis, intervention, teacher resource guide, and instructional coaching. Brown et al. (2017) identified four models of coaching behavior. Coaching behaviors were observed in conjunction with the coach's leadership style, the context of the coach's coaching situation, and the dynamics of the situation. The four models of coaching behaviors observed were

- the facilitator coach;
- the mediator coach;
- the dictator coach; and
- the victim coach (Brown et al., 2017).

Coaches typically serve at the school level or the district level, supporting two or more schools. Coaches also are likely to serve in a support role and not a supervisory position (Brown et al. 2017). While coaches serve in a variety of roles and have numerous responsibilities, the key to successful coaching relies upon the relationships formed between the coach and teacher (Knight, 2012; Lowenhaupt et al., 2014). This relationship must first be built upon mutual respect (Lowenhaupt et al., 2014; White et al., 2015). The ability of the coach to exhibit

classroom experience in which they are knowledgeable in the teacher's content area along with proficiency in the use of technology, serves to gain the respect of the classroom teacher (Lowenhaupt et al., 2014; White et al., 2015). The success of any coaching program depends on several factors. These factors include administrative support, teacher and coach buy-in, the norms of the professional community, and resources such as time, training, and logistics (Brown et al., 2017).

coach characteristics. Over the last 30 years support for job-embedded professional development such as coaching has dramatically increased in response to a need to improve classroom instruction and ultimately student achievement in response to federal initiatives such as No Child Left Behind (NCLB), Race to the Top (RttT), Elementary and Secondary Education Act (ESEA), and Every Student Succeeds Act (ESSA) of 2015 which place federal importance on closing student achievement gaps (Brown et al., 2017; Dee & Jacob, 2011; Jacobs, Boardman, Potvin, & Wang, 2018; White et al., 2015). Coaches must exhibit a variety of specific characteristics to be successful. To establish credibility and earn respect, coaches must first gain a basic knowledge in the field they are coaching with the key coaching skill being the ability to locate resources and the ability to help teachers utilize the resources available (White et al., 2015). While the coach may not become an expert in the field, the previous background classroom experiences are often just as valuable as content knowledge. Teachers desire a coach who is proficient in the use of technology in the classroom. Resources for technology training may not always be available depending on the school district; therefore, the coach can fulfill this need for the teacher (White et al., 2015). Coaches must also have a flexible schedule to be able to work around the teacher's time constraints and class scheduling. This may include before school, after school, or strategic uses of technology for teacher/coach interactions.

While content knowledge, classroom experience, the ability to locate and utilize resources, proficient use of technology, and a flexible schedule are crucial characteristics to successful coaching, the ability to build strong and effective relationships is critical to the success of the coaching process. Strong interpersonal and communication skills with the ability to adjust coaching styles to meet the needs of teachers are skills that build strong, effective teachers. These skills are not easily found and developed in training (White et al., 2015).

teacher characteristics. According to White et al. (2015), coaches within the study were impressed by the level of instruction exhibited by teachers, even with limited resources. Teachers should possess at a minimum basic knowledge of their content area in their certification. Teachers who have a strong foundation in the content area are better able to utilize coaches to focus on higher-level instructional skills (White et al., 2015). Teachers must also be willing to accept changes to their instructional and professional routine, a restructuring of time to accommodate regular coaching meetings, and changes to their instructional practice to allow for the implementation of coaching feedback (Jacobs et al., 2018).

Buy-in or a teacher's willingness to engage in coaching is essential for a successful coaching program (Jacobs et al., 2018; White et al., 2015). White et al. (2015) determined that teacher gains were more significant for the teachers who readily received coaching and understood the benefits of coaching. According to Jacobs et al. (2018), Lowenhaupt et al. (2014) and White et al. (2015) a significant obstacle for instructional coaches was teacher resistance to coaching support in part due to the historically isolated nature of the educational field. The historical nature of isolation of teachers in the educational classroom leaves teachers feeling exposed, vulnerable, and powerless when required to participate in professional development such as coaching (Jacobs et al., 2018). Reluctant teachers showed stubbornness or unwillingness

to participate in the coaching process exhibited the lowest gains (Jacobs et al., 2018; Lowenhaupt et al., 2014; White et al., 2015).

The ability to fulfill the relational component of coaching encompasses a partnership between the instructional coach and the teacher based upon mutual respect, reciprocal trust, rapport, and positive feedback (Heineke, 2013; White et al., 2015). Often teachers feel professionally threatened by a peer serving in the role of instructional coach, making the relational component of coaching crucial (Lowenhaupt et al., 2014).

Due to the availability of technology, coaching relationship may occur in formats other than face-to-face; however, studies show that the relationship component of coaching is more likely to be nurtured during face-to-face interactions (Desimone & Pak, 2017; Jones et al., 2016; Lowenhaupt et al., 2014). Teachers in the study reported feeling comfortable trying something new in the classroom due to the non-evaluative, supportive, and positive feedback associated with the coaching process (Heineke, 2013; White et al., 2015). Building rapport within relationships is not always an easy task; however, in the coaching relationship, rapport is essential in establishing a personal connection to the teacher. Rapport is established by getting to know about the teacher on a personal level and being interested in what is happening within the world of the teacher. The life experiences of a teacher outside the classroom often impact their productivity in the classroom. Coaches need to understand the personal aspects of a teacher to facilitate classroom interactions and put the teacher at ease during the coaching process (Heineke, 2013; White et al., 2015). The culture of the school also has a significant impact on the success of instructional coaching (Lowenhaupt et al., 2014).

An instructional coaching program is often a two-way street, in that the coach learns as much from the teacher as the teacher does from the coach. Mutual respect grows out of respect

for the experience and knowledge each individual brings to the relationship. Reciprocal Trust is built from a clear and concise understanding of each individual's roles and responsibilities in the coaching relationship (Netolicky, 2016). As noted by White et al. (2015), the coaching role should be non-intimidating and non-evaluative. This is especially important with beginning teachers. Teachers need to feel as though information observed and discussed in coaching is kept confidential (Heineke, 2013).

goal-directed coaching process. Implementation of the coaching process requires the teacher to embrace three fundamental changes to their teaching routine. The teacher must be willing to

- accept the need to change instructional practices;
- reorganize time to participate in coaching sessions; and
- willingness to adjust instructional practice to utilize coaching recommendations (Jacobs et al., 2018).

Successful coaching progressing through a series of stages that are goal-directed. These stages include orientation and joint planning for the future sessions, that action and practice stage, observation, reflection, followed by feedback and reflective discussion, and finally circling around to joint planning (Desimone & Pak, 2017; Knight, 2012; White et al., 2015).

Joint planning is the beginning stage of the process. During this stage, the coach and teacher are tasked with forming the beginning of a meaningful coaching partnership (Desimone & Pak, 2017). As discussed by White et al. (2015), the joint planning phase is essential for goal development and expected student outcomes. This phase is more than just an orientation and directions for coaching but an opportunity for both the coach and teacher to form a coaching partnership.

The second phase or step in the coaching process is the action and practice phase. This process begins with modeling from the coach with teachers practicing (Desimone & Pak, 2017). The practice is followed immediately with feedback from the coach (White et al., 2015). As coaching progresses and guided feedback is given, teachers gain autonomy and fewer modeling sessions are needed as teachers implement strategies into their own classrooms (Collet, 2015). This phase of coaching is the connection phase in which teachers begin to see the product of their work as they applying concepts to the classroom environment (White et al., 2015).

The third phase of the coaching process, observation, actually occurs throughout the process by both the coach and the teacher (Desimone & Pak, 2017; White et al., 2015). Observation is critical for other stages in the process. The coach can provide substantial feedback on areas of improvement as determined through observation (White et al., 2015). Observation can be conducted in person or through the use of technology to record or virtually observe. Studies show that teachers who record their own practice and review the recordings (self-observation) are more likely to pinpoint strengths and weaknesses within the lesson (White et al., 2015).

After observation but before the feedback session, both the coach and the teacher should participate in reflective practice. The practice of reflection is as beneficial to the coach as to the teacher (Collet, 2015; Desimone & Pak, 2017; White et al., 2015). A study conducted by White et al. (2015) found that coaches who participated in reflection experienced benefits to their own coaching practice.

Feedback is a monumental phase of the coaching process. Feedback must be given promptly to make instructional improvements during current instructional practices rather than waiting for days or weeks to apply feedback results (Collett, 2015; Desimone & Pak, 2017;

White et al., 2015). After feedback has been given by both the coach and the teacher from observations, then both sides should engage in reflective discussion.

A coach-led reflection session may facilitate teacher and coach discussion concerning strengths and weaknesses and strategies to facilitate improvement. The process of reflective discussion helps the teacher to understand and develop their own reflective practices (Collet, 2015; Desimone & Pak, 2017; White et al., 2015). As described by White et al. (2015), participants in the study noted an increase in teacher confidence in their own reflection skills after participating in a reflective discussion with their coaches.

The coaching process is a cycle that continues until the coach and teacher jointly decide the time has come to an end the process. White et al. (2015) concluded that the appropriate time to end a coaching relationship varies depending on the individual needs of the teacher; however, a sign that the cycle is near an end may include a teacher not being as engaged as in previous session or a loss of interest in the coaching process. If a coaching partnership wishes to continue with the coaching process, then the cycle begins again (Desimone & Pak, 2017; White et al., 2015).

Cost and Benefits of Coaching

School systems often make large investments in coaching and mentoring programs. Systems must determine the costs and benefits of coaching in response to the school systems' needs for increased student and teacher outcomes. This assessment should include both the costs and benefits to the coach or mentor, as well as, the impact on teacher and student outcomes (Desimone & Pak, 2017; Knight, 2012; Lejonberg et al., 2015; Tschannen-Moran & Carter, 2016). “The goal of the Instructional Coaching Model is to help teachers raise student

achievement through evidence-based instructional practices while valuing the role of teachers and granting them a voice in their own professional learning” (Knight, 2012, p. 54).

Instructional coaching has become an increasingly popular form of school-based professional development for teachers (Netolicky, 2016). While coaching is viewed as a popular and effective method of supporting teacher effectiveness and increasing student outcomes, several costs and benefits exist for instructional coaching, mentoring, and collaboration (Vangrieken, Dochy, Raes, & Kyndt, 2015). Benefits such as the positive impact of instructional coaching on teacher efficacy and student achievement outcomes increased emotional intelligence for both the teacher and the coach, and an increase in beginning teacher retention reinforce the need for effective instructional coaching (Chesnut & Burley, 2015; Lee et al., 2018; Knight, 2012; Tschannen-Moran et al., 2016). Cost such as the negative connotation of judgementoring and the challenges faced by rural school districts in the implementation of coaching professional development are also concerns (Lee et al., 2018; Lejonberg, Elstad, & Christophersen, 2015). According to Lee et al. (2018) “Research has shown that teachers successfully implement a teaching strategy newly learned through a summer workshop-the most common PD format-about 15% of the time, but if PD also includes instructional coaching, successful implementation reaches 85%” (Lee et al., 2018, p. 180). U.S. teachers have access to one-on-one instructional coaching at a rate of 17% in middle and 22% in high schools; however, schools in rural areas are less likely to offer instructional coaching in comparison to urban schools due to cost and availability of resources (Lee et al., 2018). An alternative to face to face instructional coaching would be virtual coaching. This process may require rural school districts to provide technological capabilities for the teacher to participate in virtual coaching sessions but will eliminate the need to provide site-based coaching utilizing internal resources (Vernon-Feagans,

Bratsch-Hines, Varghese, and Bean, 2015). Utilization of technology such as online course rooms and discussion boards, webinars, and various video strategies is financially feasible for rural school systems (Vernon-Feagans et al., 2015).

coaching impact. Effective professional development for teachers is critical in a time when of significant emphasis on science, technology, engineering, and mathematics standards for all students (Lee et al., 2018). Professional development, regardless of the method, is an essential part of the professional educator's career. Professional development must focus on increasing student outcomes (Kunnari & Ilomaki, 2016). Effective professional development is research-based, ongoing, in alignment with state curriculum standards, content-specific, and focused (Tschannen-Moran & Carter, 2016). The majority of teachers will only experience forms of the traditional, workshop-focused professional development throughout their careers, in spite of research that determined this type of professional development as ineffective (Gulamhussein, 2013). Hoekstra and Crocker (2015) expand upon factors that influence professional learning for teachers. Research shows that traditional professional development conducted separately from the classroom environment yields the least benefit on instructional strategies in the classroom (Hoekstra & Crocker, 2015; Kuijpers & Meijers, 2017; Lee et al., 2018). Effective professional development occurs over time and is ongoing for the educator (Gulamhussein, 2013). "Effective professional development programs require anywhere from 50 to 80 hours on instruction, practice, and coaching before teachers arrive at mastery" (Gulamhussein, 2013, p. 9).

Professional development that includes support from an instructional coach has been shown to be more effective than traditional formats of professional development (Lee et al., 2018). Instructional coaching provides teachers with an opportunity to actively engage in learning thus improving instructional practice (Lee et al., 2018). Teachers are afforded the

opportunity to actively engage in learning through instructional coaching. Teachers refine and enhance instructional practice through support and feedback from instructional coaches after teaching practice observations (Lee et al., 2018). Traditional professional development is often viewed as a mandate from the administration or a top-down approach to instructional change; however, coaching emphasizes the development of personal teacher goals centered on the needs of both teachers and students (Desimone & Pak, 2017; Kuijpers & Meijers, 2017).

Achieving accountability measures that increase both student and teacher outcomes while closing student achievement gaps requires educational systems to revisit professional development opportunities offered (Desimone & Pak, 2017). Instructional coaching provides opportunities and resources that “can help bridge the gap between expectations formed outside the classroom and actual classroom practice” (Desimone & Pak, 2017, p. 8; Tennessee Department of Education, 2015). Coaching is considered key in using research or evidence-based teaching strategies to improve student outcomes. Coaching drives school reform by providing classroom embedded professional development that is individualized for the teacher and curriculum (Kurz et al., 2017). The impact of coaching is evidenced in

- increase of emotional intelligence of coaches;
- increase in teacher feeling of self-efficacy;
- increased teacher and student outcomes through strategic planning;
- increased teacher and student outcomes through implementation in the classroom;
- a student-centered approach to teaching;
- attrition of beginning teachers; and
- the least desirable cost of judgementoring or a negative deterioration of the coaching relationship (Lejonberg et al., 2015).

According to Lofthouse (2019) coaching supports a relational component to education that affords participants the opportunity to be heard, feel valued, and be supported in the educational setting. Coaching supports a sense of belonging and confidence in teaching abilities within the educational setting resulting in an impact on teacher self-efficacy (Lofthouse, 2019).

emotional intelligence. According to Resnick (2016) “Emotional intelligence is the most essential component of leadership and professional coaching” (p.302). Emotional intelligence involves the ability to control or manage one’s emotions and the emotions of others (Bowkett & Percival, 2011; Tschannen-Moran et al., 2016). According to Mattingly and Kraiger (2019), emotional intelligence is a broad definition that refers to the skills and/or abilities an individual has that enables an awareness of the emotional status of self and others. Emotional intelligence also refers to the capacity of an individual to regulate or use their emotions in a positive manner to impact their role performance (Dolev, 2016; Mattingly & Kraiger, 2019). Coaching requires the coach to exhibit skills such as compassion, empathy, tact, sensitivity, and self-awareness (Bowkett & Percival, 2011). These skills require the coach, as well as teachers, to develop an emotional intelligence skillset. Emotional Intelligence aids in the development of intrapersonal skills, interpersonal skills, and the overall ability to make good decisions and judgements (Dolev, 2016; Tschannen-Moran & Carter, 2016).

Emotional Intelligence is characterized by five key indicators including self-awareness, self-regulation, motivation, empathy, and social skills (Resnick, 2016). The first indicator of emotional intelligence includes self-awareness. Self-awareness includes an individual’s ability to understand their own emotions and thoughts and the impact their actions have on others (Resnick, 2016). The second indicator of emotional intelligence is self-regulation. Self-regulation includes an individual’s ability to adapt well to change, reflect on experiences and

gain insight, and to control urges that could be harmful (Resnick, 2016). The third indicator of emotional intelligence is motivation. Individuals who are motivated are driven to achieve and are not motivated by material achievements but an intrinsic sense of accomplishment (Resnick, 2016). The fifth indicator of emotional intelligence is empathy. Empathy is most often the easiest indicator to recognize. The empathetic individual is able to put themselves in the shoes of the individual they are coaching and adjust their coaching technique to maximize the growth of the individual they are coaching (Resnick, 2016). The sixth indicator of emotional intelligence includes an individual's social skills. This indicator is most applicable in the coaching relationship, as the emotionally intelligent individual is able to develop and build relationships with another person (Resnick, 2016).

Tschannen-Moran and Carter (2016) conducted a study to analyze the contribution of coach training on the improvement of emotional intelligence. Coaches participating in the study noted increased gains in emotional intelligence, specifically empathy. Intrapersonal and interpersonal skills were also increased during the study. These skills are essential for successful coaching outcomes and specifically relationship development between coaches and teachers. Coaching is a process that creatively inspires an individual to maximize their potential both personally and professionally (Resnick, 2016). While content knowledge, classroom experience, the ability to locate and utilize resources, proficient use of technology, and a flexible schedule are crucial characteristics to successful coaching, the ability to build strong and effective relationships is critical to the success of the coaching process. Strong interpersonal and communication skills with the ability to adjust coaching styles to meet the needs of teachers are skills that build strong, effective teachers. These skills are not easily found and developed in training (White et al., 2015). Organizations specifically seek to train and improve the emotional

intelligence of its workforce due to the nature of emotional intelligence skills essential in many jobs (Mattingly & Kraiger, 2019). Studies show that skills such as self-awareness and emotional regulation have a positive impact not only in the workforce but also on the health and wellbeing of employees which in turn reduces work-related stress, fatigue, and illness (Mattingly & Kraiger, 2019; Saini, 2016). Coaching requires the coach to exhibit skills such as compassion, empathy, tact, sensitivity, and self-awareness. These skills require the coach, as well as teachers, to develop an emotional intelligence skillset to improve performance and outcomes for coaches and teachers (Tschannen-Moran & Carter, 2016).

teacher retention. Geiger and Pivovarova (2018) reported that one million teachers enter, exit, or transfer between schools and school districts in the United States each year. This shift or loss of teachers can have a detrimental impact on students, teachers, administrators, and the school community (Geiger & Pivovarova, 2018). If teachers remain in the classroom long enough to gain the skills and experience needed for student success, then student learning can and will improve (Lyons et al., 2017). “During the 2011-2012 school year, over 15% of all public school teachers nationwide either transitioned schools or left the profession entirely” (Geiger & Pivovarova, 2018, p. 605). The rate of public school teachers leaving the profession doubled in 2012-2013 as compared to 1990-1991 (Geiger & Pivovarova, 2018). The ability to attract and retain talented teachers continues to be a major concern in CTE classrooms as well. According to Zirkle, Jeffrey, and Shrewe (2019) “an expected 7,700 new job vacancies are needed to be filled through the year 2026 for those teaching CTE courses” (p. 23). Ultimately, teachers will stay in their current positions as long as the teaching profession brings them the most rewards among the other jobs available to them (Geiger & Pivovarova, 2018).

Teacher retention concerns nationwide continue to center around teacher job satisfaction (Omar, Self, & Cole, 2017). CTE teachers are not immune to the growing issues of teacher retention and teacher shortage in the United States (Zirkle et al., 2019). To help with teacher job satisfaction, coaches are identified as one of the most important sources of support for beginning teachers during the first year of teaching (Omar et al., 2017; Richter et al., 2013). Beginning teachers experience higher levels of self-efficacy, enthusiasm, and job satisfaction after one year of coaching. Beginning teachers also reported lower levels of emotional exhaustion after coaching during the first year of teaching (Richter et al., 2013). Richter et al. (2013) found that collaborative inquiry and critical reflection provided through coaching were beneficial to the beginning teacher. The coaching benefits provide a level of support crucial to the retention of beginning teachers.

According to Thomas, Bell, Spelman, and Briody (2015) instructional coaches' help beginning teachers take all the ideas and practices learned throughout the formal training process and apply them using methods that increase student achievement. In this process, effective instructional coaches develop and nurture relationships with beginning teachers resulting in a deep respect for the teaching profession (Thomas et al., 2015). Effective instructional coaches understand the challenges beginning teachers face and are able to provide encouragement, support, and resources that aid in the retention of new teachers.

judgementoring. The beneficial impact of effective coaching on the emotional intelligence of both coaches and teachers, as well as, the influence on teacher retention are only a few of the benefits to instructional coaching. According to Hobson (2016), mentoring or coaching can have a positive impact on beginning teachers. As a result, fewer beginning teachers leave the profession. The non-judgmental support received from a third party mentor enhances a

beginner teacher's professional development and identity by allowing them to discuss professional needs and instructional ideas (McIntyre & Hobson, 2016). In retrospect, if the coaching or mentoring relationship is not developed in a positive manner or relationship and personality conflicts exist then the coaching or mentoring relationship can be harmful to a beginning teacher (Hobson, 2016).

A high cost to instructional coaching is evident in the destruction of the effective coaching relationship due to judgementoring. Research on coaching and mentoring emphasizes the critical importance of positive mentoring on beginning teacher attrition, teacher growth and development, and increased student outcomes; however, when coaching takes on a negative connotation results are not as positive. Judgementoring is the concept of coaching and mentoring that is not beneficial and can even be perceived as harmful (Lejonberg et al., 2015). A judgementoring relationship consists of the teacher and the coach/mentor. In the case of a judgementoring relationship, the coach/mentor too often will provide their own opinionated judgements about the teacher or mentee. This creates a hostile coaching relationship and often limits the outcomes associated with coaching. Lejonberg et al. (2015) concluded that judgementoring could be avoided with adequate coach training before coaching begins. Avoiding judgementoring is dependent upon the characteristics and traits, relational trust, and willingness to step outside of the comfort zone of the individuals involved in the coaching process (Hobson, 2016). The training of coaches also has a significant impact on the success of the coaching relationship and the avoidance of judgementoring (Hobson, 2016).

Summary

The traditional method of professional development no longer provides the rigor and relevance required by federal initiatives such as NCLB, RttT, ESEA, ESSA, and the Carl D.

Perkins Act (Desimone & Pak, 2017; Heineke, 2013; White et al., 2015; Young, Winn, & Reedy, 2017). Education agencies across the nation are embracing a more personal style of professional development associated with instructional coaching. The process of utilizing a seasoned or veteran teacher specifically trained in the coaching process is being adopted to meet the need to support the professional growth of teachers, increase student outcomes and close achievement gaps (Ernst, Clark, and Bowers, 2017). Instructional coaches' partner with a teacher to utilize scientifically based instructional strategies to facilitate both teacher and student improved outcomes. The process or cycle begins with joint planning, action/practice, observation, reflection, feedback, reflective discussion, and ending with joint planning as the coaching partnership determines to end or continue coaching. The most significant contributing factor to the success of the coaching partnership is the development of a relationship based on mutual respect, reciprocal trust, rapport, and positive feedback (Brown et al., 2017).

Professional development is an essential part of an educator's career. Traditional professional development is often viewed as mandatory by the administration. The majority of teachers will only experience forms of the traditional, workshop-focused professional development throughout their career, in spite of research that determined this type of professional development as ineffective (Gulamhussein, 2013). Research shows that traditional professional development conducted separately from the classroom environment yields the least benefit on instructional strategies in the classroom (Hoekstra & Crocker, 2015). Coaching emphasizes the development of personal and professional teacher goals centered on the needs of both teachers and students (Desimone & Pak, 2017). Professional development that includes support from an instructional coach has been shown to be more effective than traditional formats of professional development (Lee et al., 2018). Instructional coaching provides teachers with an

opportunity to actively engage in learning thus improving instructional practice (Lee et al., 2018).

School systems often make large investments in coaching and mentoring programs. Systems must determine the costs and benefits of coaching in response to the school systems' needs for increased student and teacher outcomes. This assessment should include both the costs and benefits to the coach or mentor, as well as, the impact on teacher and student outcomes (Desimone & Pak, 2017; Knight, 2012; Lejonberg et al., 2015; Tschannen-Moran & Carter, 2016). The costs and benefits may include but are not limited to the increase in teacher self-efficacy, development of the emotional intelligence of the teacher and the instructional coach, and an increase in teacher retention rates due to an increase in the job satisfaction of beginning teachers. Judgementoring is a cost associated with the coaching process. Judgementoring destroys the coaching relationship through a loss of trust when a coach provides their own opinionated comments about the teacher, the coaching process, and/or abilities of the teacher creating a hostile coaching relationship (Lejonberg et al., 2015).

While research specifically on instructional coaching in literacy, science, and math is prevalent, little research is available on coaching programs designed specifically for CTE programs. Throughout the review of the literature, several gaps were identified. While extensive research is available on instructional coaching and mentoring, specifically literacy, science, and mathematics, little to no literature exists for coaching and mentoring programs in CTE programs. Heineke (2013) explored how reading coaches facilitated a teacher's professional development and found that instructional reading coaches facilitate an increase in student achievement by providing quality professional development for teachers. Rice (2016) explored the relationships between instructional coaching of elementary and secondary teachers and teacher feelings of

empowerment. CTE teachers were not included in the secondary participant's sample for this study. Rice (2016) revealed important themes around the teacher/coach relationship and the empowerment of teacher's being coached. Gibbons and Cobb (2017) researched specific job-embedded activities to provide support for mathematics and science teachers through coaching. Future recommendations included the application of findings to additional focus areas such as CTE.

While CTE programs are facing a national shortage requiring states to approve alternate certification pathways for individuals with industry experience in high demand programs of study (Stephens, 2015). Studies show an increase in teacher self-efficacy in literacy programs after participation in instructional coaching programs (Jones et al., 2016). Little research exists for how instructional coaching would impact the self-efficacy of CTE teachers.

CHAPTER THREE: METHODS

Overview

The purpose of this transcendental phenomenological study is to describe the lived experiences with self-efficacy of CTE teachers who have participated in the VoEI CTE Coaching and Mentoring Program in Northeast Tennessee. At this stage in the research, educator experiences will be defined as the perceptions of CTE teachers after participating in the VoEI CTE Coaching and Mentoring Program. The theory guiding this study is Bandura's self-efficacy theory (1986) as it relates to the experiences of CTE teachers' participation in the VoEI CTE Coaching and Mentoring Program and the perceived impact of the program on teacher self-efficacy. Self-efficacy will guide the study as self-efficacy is influenced by mastery or non-mastery of experiences and is based on the perceived capabilities of an individual (Bandura, 1977). This chapter identifies the study's design, research questions, setting, participants, procedures, the researcher's role, data collections, data analysis, trustworthiness, and ethical considerations of the study.

Design

This qualitative study utilizes the transcendental phenomenological research design to describe the experiences of CTE teachers' participation in the VoEI CTE Coaching and Mentoring Program and the perceived impact of the program on teacher self-efficacy. Creswell and Poth (2018) establish qualitative research as a series of assumptions using interpretive theoretical frameworks to address the meanings attached to a social or human problem. A phenomenological design provides a voice to the CTE teacher's lived experiences after participation in the VoEI CTE Coaching and Mentoring Program (Creswell & Poth, 2018; Polkinghorne, 1989). Transcendental Phenomenology will be used to focus on the descriptions of

participants rather than interpretations of participants' descriptions making this design appropriate for this work (Creswell & Poth, 2018; Moustakas, 1994). However, because the study will focus on describing the lived experiences of CTE teacher's, "in which everything is perceived freshly, as if for the first time" (Moustakas, 1994, p. 34), it will be necessary to initiate "Epoche" or to bracket and set aside my prejudgments as an administrator and CTE coach. Bracketing will be accomplished by keeping a reflexive journal throughout each stage of the study to record decisions made related to methodology and logistics, as well as my own personal reflections on the phenomenon to understand my own meaning and essences around the coaching experience (Moustakas, 1994).

Research Questions

Central Research Question

What are the lived experiences of CTE teachers who have participated in the VoEI Coaching and Mentoring Program in Northeast Tennessee?

sub-question 1. How do the lived experiences of CTE teachers after participation in the Vision of Excellent CTE Instruction Coaching and Mentoring Program influence CTE teacher perceptions of self-efficacy in the classroom?

sub-question 2. How do CTE teachers describe their lived experiences with self-efficacy during participation in the VoEI CTE Coaching and Mentoring Program?

sub-question 3. How do feelings of CTE teacher efficacy influence instructional decisions after participation in the VoEI CTE Coaching and Mentoring Program?

sub-question 4. What role does teacher efficacy have in CTE teacher-coach interactions?

Setting

Two School Districts in Northeast Tennessee will be utilized for the study due to a

limited number of CTE teachers participating in the VoEI CTE Coaching and Mentoring Program in this region. Pseudonyms have been assigned to districts and schools to ensure privacy and confidentiality. According to the Tennessee Department of Education (2015), District A consists of one high school. High school A1 has 840 students and 16 CTE teachers. The leadership team for District A high school A1 consists of one principal, three assistant principals, and one CTE Director. The CTE Director is located at the high school and maintains a leadership presence in the CTE wing of the building. The CTE Director is responsible for the alignment and implementation of all CTE programs of study and initiatives such as the CTE VoEI Coaching and Mentoring Program. During the initial pilot year of the program, 14 CTE teachers participated and were coached by two experienced CTE teachers who had undergone training in the CTE VoEI Coaching and Mentoring Program. District B consists of four high schools. Due to the administrative and coaching relationships of the researcher within this district, only three high schools in District B will participate in the study to allow for bracketing of previous experiences. High school B1 consists of 389 students and five CTE teachers, high school B2 consists of 483 students and five CTE teachers, high school B3 consists of 632 students and eight CTE teachers, and high school B4 consists of 631 students and seven CTE teachers. High school B4 will not be utilized for this study.

All sites are similar in demographics and socio-economic status for the region. District A student demographics include 7.5% Black, Hispanic, and Native American, 26.7% Economically Disadvantaged, 0.1% English Learners, and 13.5% Students with Disabilities. District A has a homeless student population of 2.1%. District B Consists of four high schools. High school B1 has a student population of 5.1% Black, Hispanic, and Native American, 30.3% Economically Disadvantaged, 0% English Learners, and 16.5% Students with Disabilities. High school B1 has

a homeless student population of 0.3%. High school B2 has a student population with 8.7% Black, Hispanic, and Native American, 26.3% Economically Disadvantaged, 0.2% English Learners, and 16.1% Students with Disabilities. High school B2 has a homeless student population of 0.6%. High school B3 has a student population with 4.3% Black, Hispanic, and Native American, 33.5% Economically Disadvantaged, 0.2% English Learners, and 15.8% Students with Disabilities. High School B3 has a homeless student population of 0.3%. High school B4 has a student population with 8.7% Black, Hispanic, and Native American, 29.2% Economically Disadvantaged, 1% English Learners, and 15.1% Students with Disabilities. High school B4 has a homeless student population of 0.8%. To allow for bracketing, high school B4 will be excluded from this study. VoEI CTE Coaching and Mentoring Programs are offered at all high schools in District B. Each high school consists of one principal and two assistant principals. The CTE director's office is located at the district central offices. During the initial pilot year of the CTE VoEI Coaching and Mentoring Program, two veteran teachers were assigned and trained as coaches. High schools B1 and B3 were designated to one coach due to proximity of the schools to the coach. High schools B2 and B4 were designated to the other coach, also due to proximity of the schools to the coach. Site selection was based on-site participation in the VoEI CTE Coaching and Mentoring Program and proximity to the researcher.

Participants

Purposeful criterion sampling will be used for the selection of sites and participants. Moustakas (1994) identifies the essential criteria for participant selection as experience with the phenomenon, interest in understanding the phenomenon, and willingness to participate in the interview recording, and publishing of data. CTE teachers participating in the VoEI CTE

Coaching and Mentoring Program at two school districts in Northeast Tennessee will participate in the study. The sample size will include 10 to 15 CTE teachers or until saturation occurs with a minimum of 10 participants. The sampling for this study will be purposive and will include 22 potential CTE teachers who have participated in the VoEI CTE Coaching and Mentoring Program at two school districts in Northeast Tennessee. Creswell and Poth (2018) recommend data be collected from five to 25 individuals who experienced the phenomenon; this study will seek a sample of 10-15 participants in order to achieve thematic saturation. For the purpose of this study, the researcher will identify teachers who have participated in VoEI CTE Coaching and Mentoring Programs through the district CTE Director.

As illustrated in Table 1, participants were comprised of

Table 1

Participant Demographic Information

Participant	Gender	Age	Ethnicity/Nationality	CTE Program of Study
P1				
P2				
P3				
P4				
P5				
P6				
P7				
P8				

P9

P10

P11

P12

P13

P14

*Names listed are pseudonyms

Procedures

The study will be conducted only after receiving approval from the Institutional Review Boards (IRB) of Liberty University and the study sites. Participants will be identified through contact with school district CTE Directors of school districts that have participated in the VoEI CTE Coaching and Mentoring Program. Once participants have been identified, potential participants will be sent an email invitation to participate in the study. The invitation will outline the purpose and processes of the research study. An informed consent form will be attached to the email invitation with instructions on how to return the signed document electronically. Those electing to participate in the study will be asked to sign an informed consent form informing them of the known risks and expected benefits of the study, their right to voluntarily withdraw their data at any time, the steps taken to protect their identity, the data collection and analysis activities in which they will be expected to participate, and my intent to provide them feedback upon completion of the research study (Creswell & Poth, 2018). Those electing to participate in the study will be asked to complete a survey to obtain demographic data and preliminary questions or data related to CTE teacher experience. If an adequate number of participants do not

initially agree to participate, a follow-up email will be sent to non-respondents within two weeks of the initial email request.

A qualitative survey will be used to identify CTE perceptions of self-efficacy before, during, and after participation in the VoEI Coaching and Mentoring Program. The researcher will conduct individual interviews utilizing semi-structured interview questions to allow participants to elaborate on lived experiences with self-efficacy after participation in the VoEI CTE Coaching and Mentoring Program. The researcher will conduct focus group interviews to allow participants to discuss lived experiences. As a means of member checking, participants will be provided with transcriptions from both the individual and focus group interviews to check for accuracy. Data from individual interviews and focus groups will be audio-recorded and transcribed.

Data will be collected using surveys, open-ended interviews, and focus groups conducted in-person or through an online communication platform such as web conferencing. Collected data will be electronically recorded and stored using a password protected device with two-factor authentication. All data will be regularly backed up using an online backup service (Creswell & Poth, 2018). Data collection will continue until thematic saturation occurs (Moustakas, 1994). Saturation occurs when the researcher finds no additional or new information that relates to the study (Creswell & Poth, 2018).

The Researcher's Role

The role of the researcher is to collect and analyze the data as the Human Instrument (Moustakas, 1994). The “Epoche” approach will be used to view a fresh perspective toward the phenomenon by bracketing out the researchers previous experiences as a CTE Coach and Mentor and as the facilitator of the Vision of Excellence in CTE Coaching and Mentoring Program pilot

program for the Tennessee Department of Education as well as any additional bias (Creswell & Poth, 2018; Moustakas, 1994). Currently, I am employed as an Associate Principal at a high school that participates in the VoEI CTE Coaching and Mentoring Program. I am also serving as the CTE Coach for this school. Due to concerns of biases, my current place of employment will not be used in this study. Prior to my current employment, I was the CTE Consultant for this region of Tennessee. As the CTE Consultant, I was the driving force behind the pilot programs in this region. I did not have direct contact with the teachers participating in the VoEI Coaching and Mentoring Program; however, because I am very familiar with the participating schools, it will be important that I recognize and address potential influences and researcher bias.

Data Collection

This qualitative study will utilize a transcendental phenomenological research design to describe the lived experiences of teachers who have participated in the VoEI CTE Coaching and Mentoring Program in two school districts in Northeastern, Tennessee. Data collection for this study will begin once full approval is received from the Institutional Review Board (IRB) and the participating school districts. The administrators and directors of schools for each school system in Northeastern Tennessee will be contacted via email and postal service format. Written and informed consent from administrators and directors of schools will be on file before research begins. Written and informed consent will be collected from those willing to participate (Appendix A, Appendix B). Participants will be informed of the time commitment and requirements before consenting to participate. No monetary compensation will be given for participation in this study. As the human instrument, I will collect data on CTE teacher's experiences with the VoEI Coaching and Mentoring Program through qualitative surveys, individual interviews, and focus groups.

Qualitative Survey

Open-ended survey questions will be used to promote reflection of the participant's view of self-efficacy before, during, and after their lived experience with the CTE VoEI Coaching and Mentoring Program. Face and content validity will be verified by two experts in the field of education. Once approval from IRB has been obtained, a pilot test will be completed utilizing two individuals who have participated in the CTE VoEI Coaching and Mentoring Program but will not be participants in this study. Pilot responses will be reviewed before the study and changes made to the survey based upon the feedback of the pilot participants. The participants will receive open-ended questions that they may answer openly and comfortably in their own setting and in their own time, without the pressure of a structured interview setting. The survey questions are as follows:

Table 2

Open-Ended Survey Questions

Questions

1. What methods have/do you utilize to get through to the most challenging students in your classes? (SQ2, SQ3)
2. What methods/activities do you utilize to assist students who are confused? (SQ2, SQ3)
3. How have you implemented these strategies throughout the coaching process? (SQ2, SQ3)
4. How well do you or have you adjusted your lessons for the differing levels of each student? (SQ2, SQ3)

5. What strategies have/do you utilized to differentiate your instruction? (SQ2, SQ3)
 6. How often do you utilize a variety of assessment strategies? (SQ2, SQ3)
 7. Explain what strategies you have used during each phase of the coaching process. (SQ2, SQ3)
 8. What do you do to motivate students who are uninterested in school or your class? (SQ1, SQ2)
 9. How do you get students to believe they can do well in school? (SQ2, SQ3)
 10. How do you/have you gauged student comprehension of lessons taught? (SQ2, SQ3)
 11. How do you/have you kept challenging students from creating disruptions during a lesson? (SQ2, SQ3)
 12. Explain your view of your teacher efficacy before, during, and after participation in VoEI CTE Coaching and Mentoring program. (SQ1, SQ2)
 13. Describe how interactions with your CTE VoEI Coach have influenced, if at all, your teacher efficacy during the coaching process. (SQ1, SQ2, SQ4)
-

Participants will be given five business days to complete and return the survey. Upon receipt of completed forms, individual interviews and focus group interviews will be conducted.

Interviews

The qualitative approach to interviewing emphasizes the importance of providing an open-ended interview structure for communication of participant's perspectives, understanding, and meaning (Merriam, 2016). Patton (2015) explained interviewing as a method that allows the interviewer to understand another's perspective. For the purpose of this study, interview questions will be semi-structured to allow for the sharing of participant experiences (Merriam,

2019).

Semi-structured interview questions will be divided into three categories. Opening questions will establish background information and previous knowledge of participants concerning self-efficacy. Questions related to the participants experiences during and after participation in the VoEI Coaching and Mentoring Program will provide the participant the opportunity to share how they perceive the impact coaching has made on their teacher efficacy and instructional decision making. Questions related to the relationship and interactions of the participant with the CTE coach will provide the participant the opportunity to share the level of impact the relationship had on the teacher self-efficacy.

Individual interviews of participants will occur at the conclusion of participation in the VoEI CTE Coaching and Mentoring Program. Interviews will take place at a prearranged, neutral location free of interruptions and suitable for confidentiality. Interviews will range from 30 to 45 minutes. The researcher will take field notes and audio record the interview. The interview will be transcribed and coded for common themes or significant statements. Transcription will be provided to participants to ensure respondent validation. The following questions will serve as a guide to the semi-structured interview.

Table 3

Open-Ended Interview Questions

Questions

Opening Questions

1. Please introduce yourself to me.

2. Please tell me about your professional experiences or job duties in CTE education?
 - a. What program of study do you teach?
 - b. How long have you been teaching?
 - c. What additional experiences or responsibilities do you have in CTE education?

Questions Related to Self-Efficacy

3. What does teacher efficacy mean to you?
4. How would you currently describe your teacher efficacy?
5. What events increase or decrease your teacher efficacy?
6. How would you describe your teacher self-efficacy before participation in the VoEI Coaching and Mentoring Program, on a scale of one to five, with one being very low and five being very high?
7. How would you describe your teacher self-efficacy throughout your participation in the VoEI Coaching and Mentoring Program (SQ1, SQ2, SQ3)?
8. How would you describe your teacher self-efficacy throughout your participation in the VoEI Coaching and Mentoring Program (SQ1, SQ2, SQ3)?
9. What situations during your participation in the VoEI Coaching and Mentoring Program increased or decreased your teacher efficacy (SQ1, SQ3)?

Questions Related to Coaching Impact on Instruction

10. How would you describe your teaching experience before your participation in the VoEI Coaching and Mentoring Program?
 - a. Describe any positive experiences.
 - b. Describe any negative experiences.
11. How did your teaching processes or methods change during the coaching process, if so

how (SQ2)?

12. How have your interactions with the CTE coach influenced your teacher efficacy (SQ4)?

Questions Related to Coaching Relationship

13. What type of interactions have you had with your CTE Coach (SQ4)?

14. What efficacy challenges did you face while working with your coach, if any (SQ4)

15. What additional information would you like to add to today's interview?

The interview questions used in this study were developed and organized in a way to capture the lived experiences of CTE teachers who have participated in the CTE VoEI Coaching and Mentoring Program. Questions one and two are knowledge questions and are intended to be straightforward and nonthreatening, building a rapport between the participant and the researcher (Patton, 2015).

Self-efficacy theory attempts to explain how an individual's experiences impact their perceived capabilities (Bandura, 1986). Bandura (1977) describes self-efficacy as the influence of mastery or non-mastery of experiences on the perceived capabilities of an individual. Self-efficacy can be altered by experiences, social persuasion, evaluations, and incentives. Self-efficacy is developed in four ways, through mastery of experiences, social modeling, social persuasion, and the physical and emotional status of an individual (Bandura, 2012). The belief in one's own ability, self-efficacy, past experiences, motivation impacts how a teacher feels, thinks, and performs in the classroom (Bandura, 2012). Questions three through nine are designed to focus on the self-efficacy experiences of the participant.

Questions 10 through 12 are designed to provide the participant the opportunity to express their perception of classroom instructional impact from participation in the CTE VoEI

Coaching and Mentoring Program. Professional development that includes support from an instructional coach has been shown to be more effective than traditional formats of professional development (Lee et al., 2018). Instructional coaching provides teachers with an opportunity to actively engage in learning, thus improving instructional practice (Lee et al., 2018). Teachers are allowed to engage in learning through instructional coaching actively. Teachers refine and enhance instructional practice through support and feedback from instructional coaches after teaching practice observations (Lee et al., 2018).

Studies show that coaches are identified as one of the most important sources of support for beginning teachers during the first year of teaching (Richter et al., 2013). Beginning teachers experience higher levels of self-efficacy, enthusiasm, and job satisfaction after one year of coaching. Beginning teachers also reported lower levels of emotional exhaustion after coaching during the first year of teaching (Richter et al., 2013). Richter et al. (2013) found that collaborative inquiry and critical reflection provided through coaching were beneficial to the beginning teacher. The coaching benefits provide a level of support crucial to the retention of beginning teachers. Questions 13 through 15 provide participants the opportunity to share their experiences with the instructional coach. After IRB approval, a sample of CTE professionals who participated in the CTE VoEI Coaching and Mentoring Program in a school district not included in this study will be utilized to review, and then pilot the interview to ensure clarity of questions and wording.

Focus Groups

Focus groups with participants will be conducted. This study utilizes focus groups as a method of providing checks and balances among participants and to eliminate extreme perspectives (Patton, 2015). Focus groups are also a means of member-checking information

obtained through interviews to increase study credibility (Lincoln & Guba, 1985). An evaluation of focus groups consists of participants who have participated in a specific program together (Patton, 2015). Focus groups will be selected from individual interview participants by the researcher. The focus group will be organized into one group of six to eight participants, evenly distributed between school districts, and effort will be made to minimize familiar professional and personal relationships (Patton, 2015). Focus groups make data collection a social experience increasing the meaningfulness and validity of findings (Patton, 2015). According to Patton (2015), the objective of a focus group is to obtain high-quality data in a social interview setting in which participants can consider their own experiences in context with other participants. Focus groups have limitations such as the relationships of participants and time limits that do not allow the participation of all participants (Patton, 2015). The focus group sessions will be audio-recorded, transcribed, and shared with participants for verification. The focus group will be conducted once the individual interviews are complete and transcripts are member-checked and analyzed to develop appropriate follow-up questions. The focus group will be conducted in person for the participants in a centralized location of the participating school systems.

Table 4

Open-Ended Focus Group Questions

Questions

1. Please introduce yourself to the group and describe your area of expertise in CTE.
2. Explain your perceived level of teacher efficacy before participation in coaching (SQ1)?
3. Explain your perceived level of teacher efficacy after participation in coaching (SQ2)?

4. How have your experiences during the coaching program influenced your teacher efficacy (SQ1, SQ2)?
 5. Describe how your experiences during the coaching program have influenced your instructional practices in the classroom (SQ3)?
 6. What role does your teacher efficacy play in your instructional practices before participation in the coaching program? After participation in the coaching program (SQ4)?
 7. What role, if any, did the CTE Coach play in the development of your teacher efficacy (SQ4)?
-

The focus group interview questions used in this study were developed and organized in a way to capture the lived experiences of CTE teachers who have participated in the CTE VoEI Coaching and Mentoring Program. Questions one and two are knowledge questions and are intended to be straightforward and nonthreatening, building a rapport between the participant and the researcher (Patton, 2015).

Coaching emphasizes the development of personal and professional teacher goals centered on the needs of both teachers and students (Desimone & Pak, 2017). Professional development that includes support from an instructional coach has been shown to be more effective than traditional formats of professional development (Lee et al., 2018). Instructional coaching provides teachers with an opportunity to actively engage in learning thus improving instructional practice (Lee et al., 2018). Questions three through five establish the perception of teacher efficacy before and after participation in coaching. These questions will be utilized as a method of providing checks and balances among participants and to eliminate extreme

perspectives making data collection a social experience, increasing the meaningfulness and validity of findings (Patton, 2015). Questions six and seven will evaluate the impact of coaching on the instructional practice of participants. Question eight investigates the role of the instructional coach on participant teacher efficacy. Instructional coaches have been widely used in the United States as a method of increasing professional ability and student achievement since the early 1980s (Lowenhaupt et al., 2014; Brown et al., 2017). The success of any coaching program depends on several factors. These factors include administrative support, teacher and coach buy-in, the norms of the professional community, and resources such as time, training, and logistics (Brown et al., 2017).

Data Analysis

Data collected will be analyzed using a phenomenological model outlined by Moustakas (1994). The process begins with “Epoche” and then proceeds into the phenomenological reduction of data using horizontalization, clustering of horizons into themes, and clustering horizons and themes into textural descriptions (Moustakas, 1994). Epoche and bracketing are used in transcendental phenomenological studies to remove doubt or biases that exist with the researcher and to allow the true meaning of the phenomena to be seen clearly (Moustakas, 1994). As noted by Moustakas (1994) “Epoche requires the elimination of suppositions and the raising of knowledge above every possible doubt” (p. 26). Bracketing of personal experiences may be difficult for the researcher depending upon the assumptions and history the researcher brings to the study (Creswell & Poth, 2018; van Manen, 2014). A challenge for researchers is how and to what extent will the researcher’s personal understandings be included in the study (Creswell & Poth, 2018). In Epoche, all preconceived ideas, biases, and prejudgments are placed aside. These preconceived ideas, biases, and prejudgments are bracketed out of the

consciousness to allow the researcher to have a pure view of the phenomenon being studied (Moustakas, 1994). I will begin with researcher journaling as a method of bracketing to remove researcher bias (Moustakas, 1994). Once a state of Epoche is achieved the process of phenomenological reduction will begin. Interviews and then focus groups will be transcribed and common themes identified. A transcription service will be utilized for data transcription. Transcriptions will be sent to participants to ensure validation. Transcriptions will be identified for common themes or significant statements that provide an understanding of how the participant experienced the VoEI CTE Coaching and Mentoring Program.

The process of phenomenological reduction involves a textual description of exactly what is viewed and then a reduction to what is horizontal and thematic (Moustakas, 1994). As described by Moustakas (1994), “Phenomenological Reduction is not only a way of seeing but a way of listening with a conscious and deliberate intention of opening ourselves to phenomena, in their own right, with their own textures and meaning” (p. 92). During the process of horizontalization, the data will be processed and significant statements will be highlighted to provide understanding to how the participants experienced the phenomenon (Creswell & Poth, 2018). Through horizontalization, topics or themes are identified and irrelevant topics are discarded, leaving the horizons. Through the process of reduction and elimination, two questions must be addressed. Does the topic or theme contain information that is necessary for understanding the experience? Is it possible to abstract and label it (Moustakas, 1994)? All statements are given equal value initially; however, as the process continues, the irrelevant statements are removed leaving only the horizons (Moustakas, 1994). These identified statements or quotes become clusters of meaning that ultimately develop into the themes of the phenomenon. This process will be completed in phases based on the data collection method and

availability of data. Once IRB approval is obtained, participants will be identified. NVivo will be utilized as the data analysis software. NVivo is a data analysis software that allows the researcher to classify, sort, arrange, examine, and store qualitative data. Moustakas (1994) emphasizes that “horizons are unlimited, we can never exhaust completely our experience of things no matter how many times we reconsider them or view them” (p. 95). The clusters of meaning will be organized into themes and ultimately, those themes will provide a thick, rich, coherent textural description of the phenomenon (Moustakas, 1994).

Once the horizons and textural descriptions have been identified, the next step is Imaginative Variation. The task of Imaginative Variation is to determine the essence of the phenomenon, moving away from facts and toward meaning and essences (Moustakas, 1994). The process of Imaginative Variation allows the researcher to determine or derive structural themes from the textural descriptions identified through Phenomenological Reduction (Moustakas, 1994). The process of Imaginative Variation includes identification of structural meanings, recognition of underlying themes, consideration of the universal structures that come before feelings and thoughts (time, space, relation to self and others), and identification of structural themes and development of a structural description of the phenomenon (Moustakas, 1994).

Coding will be necessary to manage the enormous amount of data into smaller more manageable sections. According to Saldana (2014) “coding is most often a word or short phrase that symbolically assigns a summative, salient, essence-capturing, and/or evocative attribute for a portion of language-based or visual data” (p. 7). The first step in coding will be theming the data. This process will break down the large amounts of data from individual interviews and focus groups into more manageable categories. The process of theming the data includes a combination

of “analytic coding and hermeneutic interpretation or theme analysis” (Saldana, 2014, p. 288). Theming the data requires the researcher to conduct a comparable reflection on the meanings and the outcomes of the data (Saldana, 2014). The final step in the phenomenological research process is the synthesis of meaning and essences. The textural and structural descriptions of the phenomenon will be developed into a combined statement of the essences of the phenomenon.

The core themes of the experience will be identified and an individual textural description will be written to describe CTE teacher's experiences. Imaginative variation or structural description will be written to describe the context or setting that influenced the experiences of CTE teachers. The essential, invariant structure (or essence) of the phenomenon will be written from the structural and textural descriptions (Creswell & Poth, 2018; Moustakas, 1994). Although the essence of experiences can never really be completely realized, the synthesis of the textural and structural description using phenomenological reduction and imaginative variation will represent the essence of the CTE teacher coaching experience at two school districts in Northeastern Tennessee at one point in time through the view of this researcher (Moustakas, 1994).

At this point, the essence of the phenomenon from data collected through the individual interviews and focus interview will be combined with the results of the qualitative survey instrument to triangulate CTE teacher's sense of self-efficacy in the classroom with the lived experiences of teacher efficacy before, during, and after participation in the CTE VoEI Coaching and Mentoring Program. According to Patton (2015), triangulation of data from various sources only strengthens a study, ultimately testing for consistency.

Trustworthiness

The researcher must ensure the trustworthiness of the study. Trustworthiness is comprised of a set of criteria used to judge the quality of qualitative inquiry (Schwandt, 2015). This includes establishing credibility, dependability, transferability, and confirmability (Lincoln & Guba, 1985). Credibility is the steps taken to ensure confidence in observations, interpretations, and conclusions (Creswell & Poth, 2018). The reliability of the study methods and processes determines the dependability. The ability of the study to be used or conducted in a similar setting ensures transferability (Creswell & Poth, 2018). The degree to which the study can be confirmed is the confirmability of the study (Creswell & Poth, 2018).

Credibility

Credibility establishes internal validity and assurances of fit between the life experiences provided by the participants and the representation of the responses by the researcher (Schwandt, 2015). Credibility will be ensured utilizing prolonged engagement, member checks, and triangulation. Member-checks of interview transcripts and analysis/conclusions provide an opportunity for participants to review the findings and interpretations to establish credibility (Creswell & Poth, 2018). Triangulation uses a minimum of three methods of data collection. For this study, a qualitative survey, individual interviews, and focus groups will be utilized. Using multiple sources of data will increase the credibility and validity of findings, allows for cross-verification, and provides deeper insight into the phenomenon (Creswell & Poth, 2018).

Dependability and Confirmability

Dependability is parallel to reliability and is focused on the researcher's responsibility for ensuring the process of data collection and representation was logical and documented in a way that can be replicated (Schwandt, 2015). Dependability is determined by the quality of the

research or study process (Lincoln & Guba, 1985). Dependability will be addressed through rich and thick textural descriptions of themes, member-checks, journaling by the researcher, and an inquiry audit. External audits will be utilized in the study to access the accuracy of the process and product. An external consultant or auditor will consist of a colleague familiar with qualitative research methodology who has experience in Career and Technical Education. The external auditor will examine the research process and findings to establish accuracy (Creswell & Poth, 2018).

Confirmability is parallel to objectivity and establishes the degree to which the results of the study can be confirmed (Creswell & Poth, 2018; Lincoln & Guba, 1985). Confirmability calls for the “linking assertions, findings, interpretations, to the data in readily discernable ways” (Schwandt, 2015, p. 309). Confirmability is determined by the quality of the research or study product (Lincoln & Guba, 1985). Confirmability will be addressed through rich and thick textural descriptions of themes, member-checks, journaling by the researcher, and an inquiry audit. External audits will be utilized in the study to access the accuracy of the process and product. An external consultant or auditor will consist of a colleague familiar with qualitative research methodology who has experience in Career and Technical Education. The external auditor will examine the research process and findings to establish accuracy (Creswell & Poth, 2018).

Reflexive journaling will be recorded daily throughout the study as a bracketing technique used to increase confirmability, as well as credibility, dependability, and transferability (Lincoln & Guba, 1985). Appendix J will contain a sample of the reflexive journal. Completely setting aside my experiences as a CTE Consultant, Associate Principal, and CTE Instructional Coach will be difficult and potentially impossible. Throughout these experiences, I have

developed preconceived notions and assumptions about the CTE VoEI Coaching and Mentoring Program and CTE teachers. While I have participated as a CTE Instructional Coach, I have never participated as a CTE teacher in the coaching program. I will attempt to refrain from incorporating my experiences into the research. By keeping a reflexive journal, I will be able to bracket or separate my experiences, preconceived notions and assumptions, thoughts, and feelings about the CTE VoEI Coaching and Mentoring Program to focus only on the research topic and related research questions (Moustakas, 1994).

Transferability

Transferability is parallel to external validity and focuses on the generalization of information transferred on a case-to-case basis (Schwandt, 2015). The researcher is responsible for providing readers with enough information on the case studied so that information can be applied or transferred to other applicable cases (Schwandt, 2015). To establish transferability, rich, thick descriptions, external auditing, and triangulation will enable the study to be replicated in the future. Thick descriptions of CTE experiences during the interviews and focus groups will allow for the transferability of the study (Creswell & Poth, 2018). An external auditor will examine the research process and findings to establish accuracy (Creswell & Poth, 2018). A corroboration of findings will occur through a triangulation of findings from qualitative surveys, individual interviews, and focus groups (Creswell & Poth, 2018).

According to Lincoln and Guba (1985), external validity cannot be satisfied in qualitative research. Lincoln and Guba determined that “The naturalist (qualitative researcher) can only set out working hypothesis together with a description of the time and context in which they were found to hold. Whether they hold in some other context, or even in the same context at another time, is an empirical issue, the resolution of which depends upon the degree of similarity

between sending and receiving (or earlier and later) contexts.” (p. 316) Therefore, this study has a maximum transferability only to school districts with secondary CTE VoEI Coaching and Mentoring Programs.

Ethical Considerations

A number of ethical considerations will be addressed during the course of this research study. IRB approval and consents will be obtained before any data collection occurs in the study. Upon IRB approval, informed consent forms will be completed by all participants. Once data collection begins, participants, schools, and school districts will be given pseudonyms to protect identities and ensure confidentiality (Creswell & Poth, 2018). The researcher will remain as the human instrument and bracket previous bias and experiences from the study to ensure no conflict of interest, researcher bias, or influence on participants occurs. Participants will be given the opportunity to be debriefed on findings at the end of the study. All data will be stored in a locked storage cabinet or password-protected device. Data will be backed up to a secure external storage location (Creswell & Poth, 2018). Data files will be maintained for a period of seven years and will be destroyed by a paper shredding device or permanently deleted using software that is Department of Defense 5220.22-M compliant.

Summary

The purpose of this transcendental phenomenological study is to describe the lived experiences of CTE teachers who have participated in the VoEI CTE Coaching and Mentoring Program in Northeast Tennessee. This chapter provides a detailed description of the transcendental phenomenological research design utilized for the study, research setting, participant’s selection, and procedures that will take place throughout the study. The researcher’s role in the VoEI CTE Coaching and Mentoring Program as well as relationship to the site

selection is discussed in detail. The data collection and analysis that will be used in the study provide support for the data triangulation, coding, and description of data. Procedures were discussed to ensure trustworthiness, dependability, confirmability, and transferability of the study. Finally, ethical considerations to the study include participant confidentiality and secure storage of data.

CHAPTER FOUR: FINDINGS

Overview

The purpose of Chapter Four is to present the results of the data analysis. This chapter is reserved for findings specifically; methodological information should be discussed in Chapter Three, and an interpretation and discussion of results should be reserved for Chapter Five. The chapter should begin with a brief overview of the chapter content. The Overview should also include a brief restatement of the study purpose. The data, in the form of themes (narrative), charts, graphs, tables, or models, should then be presented. Data should be presented in the order in which the research questions were stated or according to themes generated, though the research questions should still be answered before concluding the chapter. The Overview must clearly and concisely describe the contents and organization of the chapter.

Note: This chapter is not part of the plan, prospectus, or proposal.

Participants

While the *overall* sample should be described or presented in tabular form in Chapter Three (e.g., sample size, age, ethnicities represented, gender, etc.) it is typical in qualitative dissertations to provide a rich description or portrait of each individual who participated in the study (using pseudonyms). Pseudonyms should be realistic, and reflective of the culture of your participants, but not in such a way that their anonymity could be compromised. You can organize these participant descriptions using Level 2 APA headings.

George

Sally

Etc.

Results

This section must be organized thematically and according to research questions, using two APA Level 2 sub-headings. **Theme Development** (or some such name) under its own heading, must reflect the steps for data analysis described by the candidate in Chapter Three. Theme development must be supported using appropriate narrative and data from each data collection method, especially through the use of participant quotes. Do not simply list a series of participant quotes detached from any narrative. Unexpected codes and/or themes that do not correlate to specific research questions are also presented. Data from each collection method are clearly and meaningfully integrated into theme development. Codes, if developed, are presented in meaningful tables or appendices demonstrating how they were organized to inform themes. **Research Question Responses** (or some such name), under its own heading, must supply narrative answers to each of the research questions using data collected, but primarily the themes developed in the previous section. Select participant quotes are appropriate to support the responses to the research questions.

Summary

Provide a chapter summary. The Summary includes a succinct conclusion to the chapter.

CHAPTER FIVE: CONCLUSION

Overview

Begin the Overview section with a brief restatement of the purpose of the study. The Overview must clearly and concisely describe the contents and organization of the chapter. Chapter Five is unique in that you are expected to use your own interpretations and ideas. Chapter Five consists of six sections: (a) an overview of the chapter, (b) a summary of the findings, (c) a discussion of the findings and the implications in light of the relevant literature and theory, (d) an implications section (methodological and practical), (e) an outline of the study delimitations and limitations, and (f) recommendations for future research. Note: This chapter is not part of the plan, prospectus, or proposal.

Summary of Findings

Provide a concise summary of the study findings, briefly answering each research question. Do not merely cut and paste from the Chapter Four Results section.

Discussion

The purpose of this section is to discuss the study findings in relationship to the empirical and theoretical literature reviewed in Chapter Two. The empirical and theoretical literature discussions must be written under their own APA Level 2 headings. How does your study confirm or corroborate previous research? How does your study diverge from or extend on previous research? What novel contribution does your study add to the field? How does your study extend or shed new light on theory informing the topic?

Implications

The purpose of this section is to address the theoretical, empirical, and practical implications of the study. The theoretical, empirical, and practical implications must be written

under their own APA Level 2 headings. Depending on the topic, it may be appropriate to include specific recommendations for various stakeholders, such as policy makers, administrators, teachers, parents, etc.

Delimitations and Limitations

Delimitations are purposeful decisions the researcher makes to limit or define the boundaries of the study (e.g., only including participants over the age of 18, selecting an ethnographic over a phenomenological study, etc.). Describe the rationale behind decisions made to limit or define the scope and focus of the study.

Limitations are potential weaknesses of the study that cannot be controlled. They may be related to the design, the analysis, or the sample (e.g., gender, age, ethnicity, geographical location, etc.).

Recommendations for Future Research

In consideration of the study findings, limitations, and the delimitations placed on the study, provide multiple recommendations and directions for future research. Include an argument for what topics and populations should be studied, along with specific types of designs that should be employed.

Summary

Provide a summary of the study. From your Implications section, reiterate what you consider to be the one or two most important “take-aways” from the results of your research (you may consider including an anecdotal illustration).

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APPENDIX A
Recruitment Email

Dear CTE Teacher (Insert teacher name):

As a graduate student in the School of Education at Liberty University, I am conducting research as part of the requirements for a Doctorate of Education in Educational Leadership degree. The purpose of my research is to provide CTE teachers who have participated in the Vision of Excellent Instruction Career and Technical Education Coaching and Mentoring Program the opportunity to share their experiences while participating in the program, and I am writing to invite you to participate in my study.

If you have participated in the Vision of Excellent Instruction Career and Technical Education Coaching and Mentoring Program and are willing to participate, you will be asked to participate in an individual interview with the research consultant, a focus group session, and complete a qualitative survey about your experience. It should take approximately 1 ½ hours for you to complete the procedures listed. Your name and/or other identifying information will be requested as part of your participation, but the information will remain confidential.

To participate, go to <http://survey.ctecoach.com> and click on the link provided, complete and return the consent document to the researcher, complete the attached survey, and contact me to schedule an interview.

Sharon Necessary
snecessary@liberty.edu
423-274-4246

A consent document is provided as the first page you will see after you click on the survey link. The consent document contains additional information about my research. Please click on the survey link at the end of the consent information to indicate that you have read the consent information and would like to take part in the survey.

Sincerely,

Sharon L. Necessary
Liberty University Doctoral Candidate

APPENDIX B

Informed Consent Form

CONSENT FORM

A PHENOMENOLOGICAL STUDY OF TEACHER EFFICACY IN CAREER AND TECHNICAL EDUCATION COACHING AND MENTORING PROGRAMS

Sharon L. Necessary
Liberty University
School of Education

You are invited to be in a research study of CTE teacher experiences after participation in the CTE Vision of Excellent Instruction Coaching and Mentoring Program. You were selected as a possible participant because of your previous participation in CTE Coaching. Please read this form and ask any questions you may have before agreeing to be in the study.

Sharon Necessary, a doctoral candidate in the School of Education at Liberty University, is conducting this study.

Background Information: The purpose of this study is to describe the lived experiences of CTE teachers who have participated in the VoEI CTE Coaching and Mentoring Program in Northeast Tennessee and the perceived impact on teacher self-efficacy. The Central Research Question is:

What are the lived experiences of CTE teachers who have participated in the VoEI Coaching and Mentoring Program in Northeast Tennessee?

The sub-questions included:

1. How do the lived experiences of CTE teachers after participation in the Vision of Excellent CTE Instruction Coaching and Mentoring Program influence CTE teacher perceptions of self-efficacy in the classroom?
2. How do CTE teachers describe their lived experiences with self-efficacy during participation in the VoEI CTE Coaching and Mentoring Program?
3. How do feelings of CTE teacher efficacy influence instructional decisions after participation in the VoEI CTE Coaching and Mentoring Program?
4. What role does teacher efficacy have in CTE teacher-coach interactions?

Procedures: If you agree to be in this study, I would ask you to do the following things:

1. Click on the link for the Qualitative Survey and complete the survey. This survey should take no more than 15-20 minutes to complete.
2. Call or email me to set up your individual interview time. The individual interview should last approximately 30 – 45 minutes. This interview will be audio recorded for transcription accuracy. The transcription will be emailed to you for your approval of content.
3. A focus group including all participants will be scheduled. Your participation is required. The focus group interview will take no longer than 45 minutes to 1 hour.

Risks: The risks involved in this study are minimal, which means they are equal to the risks you would encounter in everyday life.

Benefits: Participants should not expect to receive a direct benefit from taking part in this study.

Compensation: Participants will not be compensated for participating in this study.

Confidentiality: The records of this study will be kept private. In any sort of report, I might publish, I will not include any information that will make it possible to identify a subject. Research records will be stored securely, and only the researcher will have access to the records. I may share the data I collect from you for use in future research studies or with other researchers; if I share the data that I collect about you, I will remove any information that could identify you, if applicable, before I share the data.

- Participants will be assigned a pseudonym. I will conduct the interviews in a location where others will not easily overhear the conversation.
- Data will be stored on a password locked computer and may be used in future presentations. After three years, all electronic records will be deleted.
- Interviews will be recorded and transcribed. Recordings will be stored on a password locked computer for three years and then erased. Only the researcher will have access to these recordings.
- I cannot assure participants that other members of the focus group will not share what was discussed with persons outside of the group.

Voluntary Nature of the Study: Participation in this study is voluntary. Your decision whether or not to participate will not affect your current or future relations with Liberty University, Elizabethton City Schools, or Greene County Schools. If you decide to participate, you are free to not answer any question or withdraw at any time without affecting those relationships.

How to Withdraw from the Study:

If you choose to withdraw from the study, please contact the researcher at the email address/phone number included in the next paragraph. Should you choose to withdraw, data collected from you, apart from focus group data, will be destroyed immediately and will not be included in this study. Focus group data will not be destroyed, but your contributions to the focus group will not be included in the study if you choose to withdraw.

Contacts and Questions: The researcher conducting this study is Sharon Necessary. You may ask any questions you have now. If you have questions later, **you are encouraged** to contact her at 423-274-4246 or snecessary@liberty.edu. You may also contact the researcher's faculty chair, Dr. Terrell Elam at tlemam@liberty.edu.

If you have any questions or concerns regarding this study and would like to talk to someone other than the researcher, **you are encouraged** to contact the Institutional Review Board, 1971 University Blvd., Green Hall Ste. 2845, Lynchburg, VA 24515 or email at irb@liberty.edu.

Please notify the researcher if you would like a copy of this information for your records.

Statement of Consent: I have read and understood the above information. I have asked questions and have received answers. I consent to participate in the study.

The researcher has my permission to audio-record me as part of my participation in this study.

Signature of Participant

Date

Signature of Investigator

Date

APPENDIX C
Site Permission Letter

Sharon L. Necessary
423-274-4246
snecessary@liberty.edu

March 27, 2020

Dr. Cory Gardenhour, Director of Schools
Elizabethton City Schools
804 Watauga Avenue
Elizabethton, Tennessee 37643

Dear Dr. Gardenhour:

I am working on a doctoral project, entitled, "A Phenomenological Study of Teacher Efficacy in Career and Technical Education Coaching and Mentoring Programs". My research will be overseen by my faculty mentor, Dr. Terrell Elam.

My research examines the experiences of Career and Technical Education teachers who have participated in the Vision of Excellent Instruction Coaching and Mentoring Program in Northeast Tennessee with self-efficacy. I will be recruiting Career and Technical Education teachers who have participated in the Vision of Excellent Instruction Coaching and Mentoring program to participate in my study. I would like to conduct my research at Elizabethton High School.

I am requesting permission to engage in the following research activities:

- Individual Qualitative Surveys
- Individual Participant Interviews
- Focus Group Interviews

This project will begin once I have obtained approval from Liberty University's Institutional Review Board (IRB). The IRB will review the adequacy of my plan for protecting participants. They will review data security and confidentiality procedures. A copy of the final letter from the Liberty University IRB will be provided to you before any research activities begin. No recruitment will occur prior to IRB approval.

My anticipated projected start date is Spring 2020 and I expect that this study will last through December 2020.

I am responsible for the preservation of the privacy of research participants. I will not name the research participants when I write my doctoral paper. I will not describe the participants in such a way that they will be identifiable. I will work to preserve site anonymity when I write my paper. However, I cannot guarantee that the site will remain unknown.

If you have any concerns about this request please contact me at the phone number listed below.

Sincerely,

Sharon Necessary
snecessary@liberty.edu
423-274-4246

APPENDIX D
Site Permission Letter

Sharon L. Necessary
423-274-4246
snecessary@liberty.edu

March 27, 2020

Mr. David McClain, Director of Schools
Greene County Schools
910 Summer Street
Greeneville, TN 37743

Dear Mr. McClain:

I am working on a doctoral project, entitled, "A Phenomenological Study of Teacher Efficacy in Career and Technical Education Coaching and Mentoring Programs". My research will be overseen by my faculty mentor, Dr. Terrell Elam.

My research examines the experiences of Career and Technical Education teachers who have participated in the Vision of Excellent Instruction Coaching and Mentoring Program in Northeast Tennessee with self-efficacy. I will be recruiting Career and Technical Education teachers who have participated in the Vision of Excellent Instruction Coaching and Mentoring program to participate in my study. I would like to conduct my research at Elizabethton High School.

I am requesting permission to engage in the following research activities:

- Individual Qualitative Surveys
- Individual Participant Interviews
- Focus Group Interviews

This project will begin once I have obtained approval from Liberty University's Institutional Review Board (IRB). The IRB will review the adequacy of my plan for protecting participants. They will review data security and confidentiality procedures. A copy of the final letter from the Liberty University IRB will be provided to you before any research activities begin. No recruitment will occur prior to IRB approval.

My anticipated projected start date is Spring 2020 and I expect that this study will last through December 2020.

I am responsible for the preservation of the privacy of research participants. I will not name the research participants when I write my doctoral paper. I will not describe the participants in such a way that they will be identifiable. I will work to preserve site anonymity when I write my paper. However, I cannot guarantee that the site will remain unknown.

If you have any concerns about this request please contact me at the phone number listed below.

Sincerely,

Sharon Necessary
snecessary@liberty.edu
423-274-4246

APPENDIX E
IRB Application

APPENDIX F
Teacher Sense of Efficacy Survey

Participant: _____ District: _____

Sense of Teacher Efficacy Survey

Consider your sense of efficacy in the classroom environment in relationship to each of the questions below. Describe your perceived level of efficacy before, during, and after your participation in the Vision of Excellent Instruction Career and Technical Education Coaching program.

1. What methods have/do you utilize to get through to the most challenging students in your classes? **SQ2, SQ3**
 - a. Before Coaching:
 - b. During Coaching:
 - c. After Coaching:

2. What methods/activities do you utilize to implement alternative strategies to assist students who are confused? **SQ2, SQ3**
 - a. Before Coaching:
 - b. During Coaching:
 - c. After Coaching:

3. How well do/have you implemented these strategies throughout the coaching process? **SQ2, SQ3**
 - a. Before Coaching:
 - b. During Coaching:

- c. After Coaching:
4. How well do you or have you adjusted your lessons for the differing levels of each student? **SQ2, SQ3**
- a. Before Coaching:
 - b. During Coaching:
 - c. After Coaching:
5. What strategies have/do you utilized to differentiate your instruction? **SQ2, SQ3**
- a. Before Coaching:
 - b. During Coaching:
 - c. After Coaching:
6. How often do you utilize a variety of assessment strategies? **SQ2, SQ3**
- a. Before Coaching:
 - b. During Coaching:
 - c. After Coaching:
7. Explain what strategies you have used during each phase of the coaching process. **SQ2, SQ3**
- a. Before Coaching:

- b. During Coaching:
 - c. After Coaching:
8. What do you do to motivate students who are uninterested in school or your class? **SQ2, SQ3**
- a. Before Coaching:
 - b. During Coaching:
 - c. After Coaching:
9. How do you get students to believe they can do well in school? **SQ2, SQ3**
- a. Before Coaching:
 - b. During Coaching:
 - c. After Coaching:
10. How do you/have you gauged student comprehension of lessons taught? **SQ2, SQ3**
- a. Before Coaching:
 - b. During Coaching:
 - c. After Coaching:

11. How do you/have you kept challenging students from creating disruptions during a lesson? **SQ2, SQ3**

a. Before Coaching:

b. During Coaching:

c. After Coaching:

12. Explain your view of your teacher efficacy before, during, and after participation in VoEI CTE Coaching and Mentoring program. **SQ1, SQ2**

a. Before Coaching:

b. During Coaching:

c. After Coaching:

13. Describe how interactions with your CTE VoEI Coach have influenced, if at all, your teacher efficacy during the coaching process. **SQ1, SQ2, SQ4**

a. Before Coaching:

b. During Coaching:

c. After Coaching:

APPENDIX G
Interview Protocol

APPENDIX H
Interview Transcripts

APPENDIX I
Focus Group Transcripts

APPENDIX J
Reflexive Journal Sample

Elizabethton Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: Emergency Closings	Descriptor Code: 1.8011	Issued Date:
		Rescinds:	Issued:

1 *General*

2 The Board authorizes the Director of Schools to close schools in the event of hazardous weather, a public
3 health emergency, or any other emergency which presents a threat to the safety of students, staff
4 members, or school property.¹

5 As soon as the decision to close schools is made, the Director of Schools will notify the public media
6 and request that an announcement be made.

7 If school is not in session or is dismissed early due to snow or inclement weather, the Director of Schools
8 in consultation with the principal(s) of the impacted school(s) shall determine if all scheduled activities
9 in which students are involved shall be postponed or cancelled.

10 **EMPLOYEE RESPONSIBILITIES**

11 In the event of an emergency that requires closure of a school building, group of schools, or the entire
12 district, the Director of Schools is authorized to continue to pay employees who are not able to physically
13 report for duty as a result. These employees shall receive their regular wages. Such payments shall not
14 exceed the number of days budgeted for each employee.

15 During such emergencies, the Director of Schools may designate certain employees as essential. Such
16 employees shall work as directed by the Director of Schools, whether that is by physical appearance at
17 work or teleworking under Policy 5.1151. Essential employees must use leave to be excused from work
18 absent special permission as determined by the Director of Schools/designee.

Legal References

1. TCA 49-6-3004(e)(1); TRR/MS 0520-01-03-.02(1)(b)

Cross References

Emergency Preparedness Plan 3.202
Telework During Emergencies 5.1151

Elizabethton Board of Education

Employee Designations During Emergency Closure

1.8011.3

1 *General*

2 In the event of an emergency that requires closure of a school building, group of schools, or the entire
3 district, the Director of Schools is authorized to continue to pay employees who are not able to physically
4 report for duty as a result of the ongoing emergency. During such emergencies, the Director of Schools
5 may designate certain employees as essential. Such employees shall work as directed by the Director of
6 Schools, whether that is by physical appearance at work or teleworking under Policy 5.1151.

7 **CUSTODIAL STAFF**

8 During school district closures related to quarantine efforts, all custodial staff, including ten- and eleven-
9 month employees, are deemed essential. All custodial staff must report to their assigned buildings for
10 work unless approved for leave or directed otherwise by their supervisor. Building assignments may
11 fluctuate to meet needs.

12 **FOOD SERVICE WORKERS**

13 In order to operate community feed sites, certain food service workers may be deemed essential by the
14 Director of Schools. If deemed essential, the employee must report to any community feed site assigned
15 to that employee. Assigned locations may fluctuate to meet needs.

16 **LEAVE REQUESTS FOR ESSENTIAL STAFF**

17 If an employee has exhausted his or her leave, the employee must obtain approval from **Director of**
18 **Schools** before being allowed to take any specially approved paid leave during an emergency closure.

19 Failure to report without approved leave will result in disciplinary measures up to and including
20 termination.

Elizabethton Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Telework During Emergencies	Descriptor Code: 5.1151	Issued Date:
		Rescinds:	Issued:

1 *General*

2 Teleworking is a work arrangement where designated employees are allowed to perform their normal
3 duties and responsibilities through the use of hardware and software at an alternate location from their
4 normal work site.

5 The Director of Schools may require an employee to telework if the duties and responsibilities of the
6 position are required during times of emergency. An employee's participation in the program will be
7 determined by the length and duration of the emergency and will be both initiated and ended at the
8 discretion of the supervisor and/or the Director of Schools.

9 **WORK ENVIRONMENT**

10 Employees approved for telework shall maintain a dedicated and safe work environment.

11 An employee who teleworks shall not allow anyone other than district employees to utilize district
12 provided services or equipment. Employees shall keep remote work and information confidential, in
13 accordance with district policies, procedures, and applicable privacy laws.

14

Cross References

Emergency Closings 1.8011

TSBA District Policy Manual Maintenance and On-line Service Agreement

This Services Agreement("Agreement") is made and entered into by and between **Elizabethton Board of Education**, hereinafter called "School District," and the **Tennessee School Boards Association**, hereinafter called "TSBA," provides as follows:

I. PURPOSE

TSBA agrees to perform the services enumerated in Article III-B of this Agreement for the purpose of assisting School District to maintain its District Policy manual in current condition and to provide the District Policy Manual on TSBA's web site.

In consideration for TSBA's services, School District agrees to perform the duties enumerated in Article III-A and make payment according to Article IV.

The electronic formatting of policies is the intellectual property of TSBA.

II. TERM

The term of this Agreement shall be for three (3) years from effective date – 05/01/20.

III. SERVICES

A. School District shall:

1. Designate a member of the administrative staff to serve as liaison with TSBA for the duration of this Agreement, and so advise TSBA.
2. Provide TSBA with any desired revisions or additions to policy manual in a timely manner.

B. TSBA shall:

1. Monitor changes in state and federal law and customize applicable district policies to incorporate changes.
2. Review and edit district-originated policy revisions and additions, and provide legal review when needed.
3. Provide School District with sample policies upon request.
4. Advise School District on policy manual topics and organization.

5. Conduct periodic policy manual audits to ensure that all policies are in compliance with current laws.
6. Maintain an up-to-date copy of the School District's policy manual.

IV. Fees/Fee Payment Schedule

In consideration of the services set forth in Section III-B of this agreement, School District shall pay to TSBA the fee of \$10,500 for a three-year subscription to the Policy Maintenance/On-line Service. Payment of the three year subscription shall be as follows:

1/3 due on the effective date of this agreement	(05/01/20)	<u>\$3,500.00</u>
1/3 due one year from effective date of agreement	(05/01/21)	<u>\$3,500.00</u>
1/3 due two years from effective date of agreement	(05/01/22)	<u>\$3,500.00</u>

Thirty days before the expiration date (05/01/23), TSBA will send a notice of renewal to the district including any price increase or other changes in such service.

For the
Tennessee School Boards Association

Al White
Director of Policy Services

4/1/2020
Date

For the
School District

Director of Schools

Board Chairman

Date

Please sign both copies of this Agreement. One copy is to be retained by the district and one copy is to be returned to TSBA Policy Services.



P.O. Box 440011
 Nashville, TN 37244-0011

Phone: (615) 815-3905 Fax: (615) 815-3911
 Email: jambrose@tsba.net

Invoice

Date	Invoice #
3/30/2020	32767

Bill To
Elizabethton City Board of Education Attn: Finance 804 S Watauga Avenue Elizabethton, TN 37643-4207

P.O. No.

Description	Qty	Rate	Amount
Annual Online Policy Maintenance Agreement 5/1/2020-4/30/2021	1	3,500.00	3,500.00
Total			\$3,500.00
Payments/Credits			\$0.00
Balance Due			\$3,500.00

If you would like to sign up for paperless statements please contact us at (615) 815-3905 or jambrose@tsba.net.

Please make checks payable to:
 Tennessee School Boards Association,
 Attention Finance Department.

Elizabethton City Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Vacations and Holidays	Descriptor Code: 5.310	Issued Date: 06/23/05
		Rescinds: 5.310	Issued: 06/28/04

1 **VACTIONS**

2 *Paraprofessionals*

3 The Board grants all paraprofessional personnel, if employed on a 12-month basis, five (5) days paid
4 vacation after the employee has worked for one (1) year. After the employee has worked two (2) years,
5 ten (10) days paid vacation shall be granted, and after five (5) years, fifteen (15) days paid vacation shall
6 be granted. If such employee is employed less than a full fiscal year, then any applicable days of paid
7 vacation will be granted on a prorated basis.

8 *Professionals*

9 The Board grants all professional personnel, if employed on a twelve (12) month basis, fifteen (15) days
10 paid vacation per year. If such employee is employed less than a full fiscal year, then any applicable
11 days of paid vacation will be granted on a prorated basis.

12 *Accumulated Days*

13 No employee may carry over more than ten (10) vacation days past the end of a fiscal year (June 30).
14 Any such vacation days that are carried over to the next fiscal year, will be paid at the rate applicable
15 when granted if an employee terminates employment before vacation days are exhausted. Vacation days
16 are used on a first granted, first used basis. At the end of each fiscal year, any remaining vacation days
17 in excess of ten (10) shall be converted into sick leave days at the rate of one-half (1/2) sick leave day
18 for one (1) vacation leave day.

19 **TIME SCHEDULE**

20 The number of hours and days worked shall be determined by the principal of each school with
21 concurrence of the director of schools in order to provide the best possible service to students.

22 **HOLIDAYS**

23 Paraprofessional personnel, if employed on a 12-month basis, shall be entitled to the following holidays:

24 New Year's - 2 days
25 Spring Break - 1 day
26 Good Friday - 1 day
27 Independence Day - 1 day
28 Labor Day - 1 day
29 Thanksgiving - 3 days
30 Christmas - 3 days

1 Other paraprofessional personnel who are employed for less than twelve (12) months per year shall be
2 entitled to the following holidays:

3 New Year's - 1 day
4 Good Friday - 1 day
5 Labor Day - 1 day
6 Thanksgiving - 1 day
7 Christmas - 1 day

8 Equivalent days, as approved by the director of schools, may be taken when these days fall on weekends
9 or school is in session

Legal References

1. TCA 5-23-101;104

Elizabethton City Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Personal and Professional Leave	Descriptor Code: 5.303	Issued Date: 08/15/13
		Rescinds: 5.303	Issued: 11/30/05

PROFESSIONAL PERSONNEL

Personal and professional leave shall be granted in accordance with laws of the State of Tennessee and rules and regulations of the State Board of Education.

Each professional employee shall be given four (4) personal days. At the end of the current school year, two (2) unused days will be carried over to two (2) equivalent sick days. The remaining days, if unused, will carry over as one-half (1/2) sick day (each).¹

If, at the termination of services, any employee has been absent for more days than leave has been earned, an amount sufficient to cover the excess days used shall be deducted from the employee's final salary payment.

Subject to the following conditions, personal leave may be taken at the discretion of the employee:

1. Except in emergency, each employee shall give the principal at least one day's notice in writing of intent to take leave;
2. The approval of the principal of the school shall be required:
 - a. If more than ten percent (10%) of the teachers in any given school request its use on the same day;
 - b. If requested during any prior established student examination period;
 - c. If requested on the day immediately preceding or following a holiday or vacation period; or
 - d. If the proposed request imposes an undue hardship on the educational process of the school.

Professional leave is a short, temporary absence for the purpose of attending workshops and other meetings relating to school business or serving on boards and commissions which meet during daytime hours when appointed by a mayor, city council, county executive or county commission.²

Requests shall be submitted to the principal at least five (5) days prior to requested leave of absence.

1 In addition, certificated employees shall be granted leave to serve on any board or commission of the
2 state when the appointment is made by the Governor or General Assembly. Such leave shall not be
3 counted against any other accumulated leave credits. The employee shall notify the principal at least
4 five (5) days prior to leave being taken.²

5 **SUPPORT PERSONNEL**

6 Persons employed in support positions shall be granted three (3) personal days per year. Personal leave
7 may be taken at the employee's discretion, provided it shall not be the day before or the day after a legal
8 holiday, except with the department head's prior approval. Leave for personal reasons shall be requested
9 at least one (1) day in advance of the anticipated leave and approved by the department head. Personal
10 leave is non-cumulative.

11 **BEREAVEMENT LEAVE**

12 A maximum of three (3) working days per occurrence may be granted to a certified or a non-certified
13 employee following the death of an immediate family member. Bereavement leave is non-accumulative.
14 Leave is granted by the director of schools or his designee. At the discretion of the immediate supervisor,
15 a maximum of one (1) day may be granted for funerals of persons other than the immediate family after
16 personal leave / vacation has been exhausted.

17 Immediate family shall include spouse, parents, legal guardian, grandparents, children (including an
18 unborn child), grandchildren, brothers, sisters, mother-in-law, father-in-law, son-in-law, daughter-in-
19 law, brother-in-law, and sister-in-law.

20 No sick or personal leave is allowed for bus drivers. Bereavement leave is granted for one (1) day per
21 year and is non-cumulative.

Legal References:

1. TCA 49-5-711; TRR/MS 0520-1-2-.04(3)
2. TCA 49-5-205

Click here to choose a school board.			
Monitoring: Review: Annually, in January	Descriptor Term: FFCRA LEAVE	Descriptor Code: 5.3051	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

1 *General*¹

2 Under the Families First Coronavirus Response Act (FFCRA), this policy will be in effect from April 1,
3 2020 until December 31, 2020.

4 The Director of Schools/designee shall post notice of FFCRA requirements and create any necessary
5 administrative procedures. Employees should seek clarification from [**insert title of employee**] if they
6 have questions regarding the total amount of leave and pay available to them.

7 **PAID SICK LEAVE**

8 Employees are entitled to up to two (2) weeks of paid sick leave if they are unable to work or telework
9 because the employee:²

- 10 1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
- 11
- 12 2. has been advised by a health care provider to self-quarantine related to COVID-19;
- 13
- 14 3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
- 15
- 16 4. is caring for an individual subject to or advised to quarantine or isolate due to COVID-19. The
- 17 individual must be someone with a personal relationship to the employee;
- 18
- 19 5. is caring for his/her son or daughter whose school or place of care is closed, or person who
- 20 regularly provides child care is unavailable, for reasons related to COVID-19 and no other
- 21 suitable person is available to care for the child during the requested period of leave. Son or
- 22 daughter is defined as a biological, adopted, or foster child, a stepchild, a legal ward, or a child
- 23 of a person standing *in loco parentis*, who is under 18 years of age; or 18 years of age or older
- 24 who is incapable of self-care because of a mental or physical disability; or
- 25
- 26 6. is experiencing any other substantially similar condition specified by the Secretary of Health
- 27 and Human Services, in consultation with the Secretaries of Labor and Treasury.

28 This paid leave may be taken if there is work available for the employee to complete and the employee
29 is unable to work or telework for one of the above reasons. Such leave is in addition to any paid leave
30 that an employee may already be entitled to (e.g. existing sick leave). Employees are not required to
31 exhaust any other paid leave benefit in order to utilize this new category of paid sick leave.

1 EXPANDED FMLA LEAVE

2 Full-time or part-time employees who have been on the payroll for thirty (30) calendar days prior to the
3 beginning of the leave are eligible for expanded FMLA leave (EFMLEA). This includes employees who
4 were laid off or terminated after March 1, 2020, who had worked for the district for at least thirty (30)
5 of the prior sixty (60) calendar days and were subsequently rehired or otherwise employed by the
6 district.³

7 Under the FFCRA, an employee qualifies for EFMLEA leave if the employee is unable to work or
8 telework due the need to care for his/her son or daughter because of a school or child care facility closure
9 or because the person who regularly provides child care (i.e. this could include a family member or a
10 neighbor) is unavailable for reasons related to COVID-19.⁴ In these circumstances, a son or daughter is
11 defined as a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing
12 *in loco parentis*, who is under 18 years of age; or 18 years of age or older who is incapable of self-care
13 because of a mental or physical disability.

14 Qualifying employees may take twelve (12) weeks of EFMLEA leave.⁵ The amount of leave available
15 may be impacted by any prior use of FMLA.⁶

16 The first ten (10) days of EFMLEA leave shall be unpaid, however, an employee may choose to take
17 any existing leave benefit during this time. After ten (10) days, EFMLEA leave is paid at two-thirds
18 (2/3) the rate of the employee's regular rate of pay, unless he/she chooses to utilize accrued sick leave
19 or annual leave to cover those days or the amount is capped per federal law.⁷

Legal References

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

Cross References

Sick Leave 5.302
Family and Medical Leave 5.305



TRANE

SCHEDULED SERVICE AGREEMENT

Trane Office

Trane U.S. Inc.
10384 Wallace Alley Street
KINGSPORT, TN 37663

Company Name

Elizabethton City Schools
804 South Watauga Avenue
ELIZABETHTON, TN 37643 U.S.A.

Trane Representative

Glen Johnson
Cell: (423) 202-6448
Office: (423) 224-1150

Sites Included:

Central Office ECS
Elizabethton High School
Harold McCormick Elementary
TA Dugger

Proposal ID

2721218

Service Contract Number

KPT011

**Contact Telephone Number for
Service**

(800) 842-4826

April 13, 2020

EXECUTIVE SUMMARY

This **Scheduled Service Agreement** from Trane offers an exclusive approach to planned maintenance: It is grounded in worldwide expertise. Delivered locally by our own factory trained technicians. And provided according to *your* needs.

Under this service agreement, you will hand off the responsibilities for planning, scheduling and managing routine maintenance to Trane. You will have a team of true professionals keeping your HVAC equipment running efficiently and reliably.

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being cared for according to OEM best practices for both frequency and procedures
- Priority service, available 24-hours a day, giving your facility precedence during urgent situations
- Advanced diagnostic technologies, allowing our technicians to analyze system performance more comprehensively, so they can identify and correct a broader set of conditions

Protect your bottom line. Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (*FEMP O&M Guide 2010*)

FOCUSED ON BETTER BUILDINGS

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services

ENVIRONMENTAL PRACTICES

Trane procedures for handling refrigerant are compliant with federal and state regulations.

CONSISTENT PROCESSES

All Trane technicians follow documented processes ensuring uniform service delivery.

SAFETY

Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.

ASSIGNED TEAM

You will have a consistent group of Trane employees dedicated to your account.

ADDITIONAL SUPPORT

Trane offers a wide range of maintenance and repair services beyond the scope of this service agreement. Ask your Trane representative for details.



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SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards. And it is tailored to your needs. The following are the standard inclusions of your service agreement:

TRANE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

Advantages:

- Trust one assigned maintenance team for all HVAC equipment brands
- Receive consistent service outcomes through proprietary Six Sigma maintenance procedures
- Save money compared to ad-hoc service calls

Implementation:

- Technician visits are scheduled in advance
- Service is completed during normal business hours
- Basic supplies, such as grease, cleaning solvents and wiping cloths, are included in the annual fee





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REFRIGERANT MANAGEMENT

US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2017. Section 608 of the Clean Air Act prohibits the knowing release of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices by owners and operators of refrigeration and air-conditioning systems, all servicing technicians and others. ***The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. and for disposal of units between 5 and 50 lbs. of refrigerant. These records must be maintained for 3 years and be directly accessible if audited by the EPA.*** This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.



Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size.

When a customer has **all** their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable documentation to authorities during audits
- Maintain company environmental standards
- Detect potential refrigerant leaks before equipment damage occurs

Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs



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TRANE LABORATORY ANALYSIS

Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

Advantages:

- Head off equipment failures and unplanned downtime
- Identify long-term equipment performance trends
- Gain definitive insights through Trane experience and expertise

Implementation:

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Consistent testing according to Trane best-practice protocols year after year



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HVAC EQUIPMENT COVERAGE

Central Office ECS

The following "Covered Equipment" will be serviced at Central Office ECS:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Boilers - Generic	1	RBI	1H5M 20001	03D123105	

Description	Quantity Per Term
Boiler Annual Maintenance (Service 2)	1

Elizabethton High School

The following "Covered Equipment" will be serviced at Elizabethton High School:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Scroll and Reciprocating Liquid Chillers	1	Trane	RTAC1554UF	U03E00280	
Scroll and Reciprocating Liquid Chillers	1	Trane	RTAC1554UF	U03E00281	

Description	Quantity Per Term
RTAC Annual (Solution Coil Cleaning) (Service 5)	1
RTAC Operational Quarterly Inspection (Service 6)	2

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Boilers - Generic	1	A O Smith Corporation	200GW650	200C0161901	AO SMITH BOILER
Boilers - Generic	1	Lochinvar	CPN0502	K14H00272356	POOL BOILER (START-UP 3-3-15)
Boilers - Generic	1	Raypak Boilers	H6-4001	NOS-3530052	BOILER 1
Boilers - Generic	1	Raypak Boilers	H6-4001	NOS-3841002	BOILER 2

Description	Quantity Per Term
Boiler Annual Maintenance (Service 2)	1

Harold McCormick Elementary

The following "Covered Equipment" will be serviced at Harold McCormick Elementary:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
70-125 Ton Compressor Chiller - Series R (not current)	1	Trane	RTUA100AYE	U99G00291	



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Description	Quantity Per Term
RTUA Annual (Service 7)	1
RTUA Operational Quarterly Inspection (Service 8)	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Boilers - Generic	1	Lochinvar	FBN2001	164310373332 0	BOILER

Description	Quantity Per Term
Boiler Annual Inspection (Lochinvar) (Service 1)	1

TA Dugger

The following "Covered Equipment" will be serviced at TA Dugger:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
70-125 Ton Air-Cooled Chiller - Series R(TM)	1	Trane	RTAA125AYJ	U98F01173	CHILLER

Description	Quantity Per Term
RTAA Annual (Solution Coil Cleaning) (Service 3)	1
RTAA Operational Quarterly Inspection (Service 4)	2

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Boilers - Generic	1	Lochinvar	SBN1300	H13H00253071	BOILER #1
Boilers - Generic	1	Lochinvar	SBN1300	H13H00253072	BOILER #2

Description	Quantity Per Term
Boiler Annual Inspection (Lochinvar) (Service 1)	1



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SITE COVERAGE

Central Office ECS	804 South Watauga Avenue, ELIZABETHTON, TN 37643, United States
Elizabethton High School	907 West E Street, ELIZABETHTON, TN 37643, United States
Harold McCormick Elementary	226 S Cedar Street, ELIZABETHTON, TN 37643, United States
TA Dugger	306 W E Street, ELIZABETHTON, TN 37643, United States



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PRICING AND ACCEPTANCE

Elizabethton City Schools
804 South Watauga Avenue
ELIZABETHTON, TN 37643 U.S.A.

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "Scheduled Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount - All Sites USD	Payment USD	Payment Term
Year 1	15,161.00	15,161.00	Annual

Service Fee Discount. A one-time 3.00 % discount is offered for full payment of 1 year(s) in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be 454.83 USD if this option is selected. Tax will be calculated based upon the pre-discounted price. This Service Fee discount is for advance payment only under the terms stated in this section and is not applicable to credit card transactions. Please check the box to select this discount option.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is 1 year, beginning April 1, 2020. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on March 31, 2021, this Agreement shall renew automatically for successive periods of 1 year (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at (800) 842-4826 or by direct mail addressed to: 10384 Wallace Alley Street KINGSPORT, TN 37663.



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Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

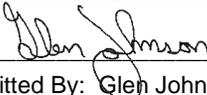
Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
_____	Trane U.S. Inc.
Authorized Representative	 Submitted By: Glen Johnson
_____	Proposal Date: April 13, 2020
Printed Name	Cell: (423) 202-6448
_____	Office: (423) 224-1150
Title	License Number:
_____	_____
Purchase Order	Authorized Representative
_____	_____
Acceptance Date	Title
_____	_____
	Signature Date

The Initial Term of this Service Agreement is 1 year, beginning April 1, 2020.
 Total Contract Amount: \$15,161.00 USD.



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TERMS AND CONDITIONS

"Company" shall mean Trane U.S. Inc..

1. Agreement. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically



included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Trane. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE ENERGY AND BUILDING PERFORMANCE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND.**

11. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

14. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

15. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary



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governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

16. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

17. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

18. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

19. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

20. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0919)
Supersedes 1-26.130-7 (0415)



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APPENDIX

SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

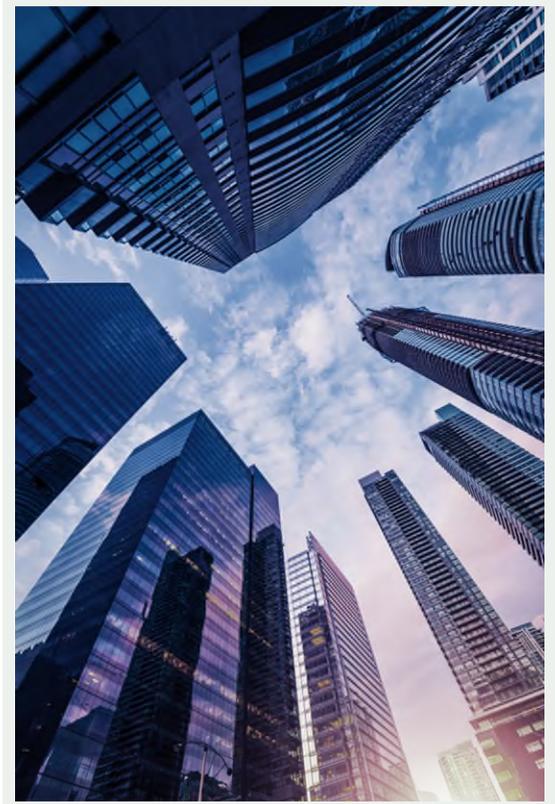
In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training



ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units. We have a national contract with a qualified supplier to recycle or dispose of used oil appropriately.



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CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems



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CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: Boiler Annual Inspection (Lochinvar)

Description

- Inspect interior; clean and vacuum if necessary
- Clean condensate trap and fill with fresh water
- Check inlet gas pressure
- Check for leaks (water, gas, flue, and condensate)
- Verify flue and air lines are in good condition and sealed tight
- Check system water pressure/system piping/expansion tank
- Check control settings per start up sheet
- Check the safeties (gas switch, flow switch, blocked drain switch, etc.)
- Check ignition and flame sense electrodes (sand off any deposits; clean and reposition)
- Check wiring and connections
- Inspect flame while running in low fire and high fire
- Check flame signal at high fire (at least 10 micro amps)
- Clean heat exchanger if the flue temperature is more than 54 degrees F above return water temperature
- Check flame and combustion

Service 2: Boiler Annual Maintenance

Description

- Boiler Internal Natural Gas/Propane/Oil Inspection (Light Commercial)
- Burner Safety Inspection for Natural Gas/Propane Water Boilers (Light Commercial)

Service 3: RTAA Annual (Solution Coil Cleaning)

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Lock Out Tag Out At Main Disconnect
- Electrical Inspection (RTA*)
- Compressor Starter Inspection (Wye-Delta Closed Transition) Series R Air Cooled
- Flow/Differential Mechanical Switch Check
- Remove Lock Out Tag Out At Main Disconnect
- Condenser Fans Check RTA* Per Circuit
- Oil Level Check Per Compressor
- Oil Analysis Per Compressor
- Low Temperature Sensor Calibration
- Compressor And Oil Separator Heater Check
- Control Panel Calibration Check
- Leak Test Inspection (Positive Pressure)
- Coil Cleaning Solution
- Start Unit
- Compressor Check (HeliRotor Compressors)
- Manual Log With Electronic Device
- Complete Required Paper Work



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Service 4: RTAA Operational Quarterly Inspection

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Condenser Fans Check RTA* Per Circuit
- Lock Out Tag Out (Standard)
- Visual Electrical Inspection
- Compressor And Oil Separator Heater Check
- Remove Lock Out Tag Out
- Evaporator Flow Switch Inspection
- Manual Log With Electronic Device

Service 5: RTAC Annual (Solution Coil Cleaning)

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Lock Out Tag Out At Main Disconnect
- Electrical Inspection (RTA*)
- Compressor Starter Inspection (Wye-Delta Closed Transition) Series R Air Cooled
- Flow/Differential Mechanical Switch Check
- Remove Lock Out Tag Out At Main Disconnect
- Condenser Fans Check RTA* Per Circuit
- Oil Return Operation Check Per Circuit
- Oil Level Check Per Compressor
- Oil Analysis Per Compressor
- Low Temperature Sensor Calibration
- Control Panel Calibration Check
- Leak Test Inspection (Positive Pressure)
- Coil Cleaning Solution
- Start Unit
- Compressor Check (HeliRotor Compressors)
- Compressor And Oil Separator Heater Check
- TechView/KestrelView Connection
- Run Service Report From TechView
- Techview/Kestrel View Disconnection
- Complete Required Paper Work



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Service 6: RTAC Operational Quarterly Inspection

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Condenser Fans Check RTA* Per Circuit
- Lock Out Tag Out (Standard)
- Visual Electrical Inspection
- Remove Lock Out Tag Out
- Start Unit
- Complete Required Paper Work
- TechView/KestrelView Connection
- Run Service Report From TechView
- Techview/Kestrel View Disconnection

Service 7: RTUA Annual

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Lock Out Tag Out At Main Disconnect
- Compressor Starter Inspection (Wye-Delta Closed Transition) Series R Air Cooled
- Electrical Inspection (RTA*)
- Flow/Differential Mechanical Switch Check
- Low Temperature Sensor Calibration
- Control Panel Calibration Check
- Oil Level Check (Screw Machines) Per Circuit
- Oil Analysis Per Circuit
- Leak Test Inspection (Positive Pressure)
- Remove Lock Out Tag Out At Main Disconnect
- Compressor And Oil Separator Heater Check
- Start Unit
- Compressor Check (HeliRotor Compressors)
- Manual Log With Electronic Device
- Complete Required Paper Work
- Clean condenser coils, 51-100 tons

Service 8: RTUA Operational Quarterly Inspection

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Check Liquid Line Sight Glass
- Manual Log With Electronic Device
- Complete Required Paper Work

Resolution – Emergency Suspension of Board Policies

BOARD RESOLUTION No. 2

WHEREAS, TCA 49-2-203 authorizes local boards of education to govern their respective districts, including adopting, revising, and suspending local board policies;

WHEREAS, on April 2, 2020, Governor Bill Lee signed Public Chapter 652 which removed the requirement for TCAP testing and allowed the State Board of Education to promulgate necessary rules to address issues created by COVID-19 in the 2019-2020 school year;

WHEREAS, on April 9, 2020, the State Board of Education revised several rules and policies in response to COVID-19 effective only for the 2019-2020 school year;

WHEREAS, changes made by the State Board of Education conflict with certain current local board policies;

NOW, THEREFORE BE IT RESOLVED, that the Elizabethton Board of Education hereby suspends the following policies or provisions of its policies for the remainder of the 2019-2020 school year, including but not limited to those identified below, to the extent that they conflict with Public Chapter 652 or State Board of Education policies or rules and regulations for the 2019-2020 school year:

- 1) Policy 4.600 – Grading System
 - a) Students taking courses for high school credit shall receive no grade lower than the grade they earned in the course as of March 20, 2020. Additionally, Students taking post-secondary courses are not required to participate in the associated exam in order to receive GPA weighting for Spring 2020.
- 2) Policy 4.605 – Graduation Requirements
 - a) For the class of 2020, graduation requirements are modified as follows:
 - b) Only 20 credits are required to graduate per State Board Education Rule 0520-01-03-.11;
 - c) The requirements for the following are waived:
 - i) ACT/SAT
 - ii) Civics exam
 - iii) EOC exams
 - d) Students scheduled to receive an occupational diploma in the 2019-2020 or 2020-2021 school year shall only be required to demonstrate one year of work experience.

- 3) Policy 4.700 – Testing Program
 - a) Students shall not be required to take TCAP exams for the spring 2020 semester.
- 4) Policy 5.109 – Evaluation
 - a) Level of overall effectiveness scores shall not be generated for educators in the 2019-2020 school year.
 - b) Pre-kindergarten and kindergarten teachers shall not be evaluated using the growth portfolio model for the 2019-2020 school year.
 - c) Any observations required by State Board of Education Policy 5.201 that were not completed during the 2019-2020 school year as a result of COVID-19 are not required.
 - d) No student data from this year shall be allowed to negatively impact a teacher.
- 5) Policy 5.802 – Qualifications and Duties of the Director of Schools
 - a) The Director of Schools may request an extension from the State Board of Education to report information that would impact educator licensure (e.g. alleged employee misconduct, discipline of employees for actions that violate the teacher code of ethics, etc.).
- 6) Policy 6.200 – Attendance
 - a) Students may not be penalized for non-attendance of online courses.
 - b) Non-attendance of online courses shall not count as unexcused absences and shall not be recorded. Further, students shall not be counted truant for failure to attend online courses.

BE IT FURTHER RESOLVED that the Director of Schools shall consult with the Board as feasible and appropriate and shall timely report to the Board regarding implementation of board policies in alignment with Public Chapter 652 and updated State Board Policies and Rules and Regulations.

BE IT FURTHER RESOLVED that the Director of Schools will consult with the Board if he/she determines that additional policies or provisions of policies not contained in this resolution are found to conflict with current State Board rules or policies.

BE IT FURTHER RESOLVED that the Director of Schools may apply for any waiver or extension that ensures consistency with this resolution, board policies, and Public Chapter 652 or the State Board of Education policies or rules and regulations implemented to effectuate Public Chapter 652.

BE IT FURTHER RESOLVED that the Director of Schools shall inform the Board of any waiver or extension request made pursuant to this resolution.

BE IT FURTHER RESOLVED that execution of this Resolution is conclusive evidence of the Board's approval of this action and of the authority granted herein.

Adopted and approved this _____ day of _____.

By: _____
Board Chair

Attest: _____
Director of Schools

Report of Local Adoption of Textbooks*
(This form remains in the office of the Local Director of Schools for the 6 year Adoption Period)

For the School Year 2020-2021

Report for schools of Elizabethton City Schools County, City, or Special District.

Subject: English Language Arts

Recommendation of Local Textbook Selecting Committee

We, the duly appointed members of the Local Textbook Selecting Committee for the Subject of ELA, recommend that the Elizabethton (County or

City) Board of Education adopt, from the State Approved List, the following textbooks to be used in the public schools of Elizabethton (County or

City), as approved by the law and contract:

Basal	Co-Basal	Alternative Level	Technology Dependent	Grade	Author	Title	Company
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> HI <input type="checkbox"/> LO	<input type="checkbox"/>	K-5		Benchmark	Benchmark Education Company
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> HI <input type="checkbox"/> LO	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> HI <input type="checkbox"/> LO	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> HI <input type="checkbox"/> LO	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> HI <input type="checkbox"/> LO	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> HI <input type="checkbox"/> LO	<input type="checkbox"/>				

<input type="checkbox"/>							
		HI LO					

We hereby certify that we have returned to the office of the superintendent all the samples of textbooks submitted to us. Signatures of members of the Local Selecting Committee for this subject:

1 _____ 2 _____ 3 _____

4 _____ 5 _____

Oath to Be Administered to Members of the Local Textbook Committee

“I do hereby declare that I am not now directly or indirectly financially interested in, or employed by, any textbook publisher or agency, and that I will not become directly or indirectly financially interested in any of the proposed contracts, nor in any book, nor in any publishing concern handling or offering any books or other publications to the Committee, of which I am a member, for listing and adoption, and I do hereby promise that I will act honestly, faithfully, and conscientiously, and in all respects will discharge my duty as a member of the Committee to the best of my skill and ability.”

1 _____ 2 _____ 3 _____

4 _____ 5 _____

*Complete one (1) form for each local adoption committee.

CONTRACTUAL AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2020, by and between Elizabethton City Schools, (herein referred to as “Board of Education”), 804 South Watauga Ave, Elizabethton, TN 37643, and Deborah L. Curlee Communication Consultants, LLC, d/b/a Sidekick Therapy Partners, P.O. Box 32652, Knoxville, TN 37930-2652 (herein referred to as “CCC”.)

WHEREAS, Board of Education is subject to and does operate in accordance with the requirements of the individuals with Disabilities Education Act; and

WHEREAS, Board of Education has the authority to contract for services from suitable agencies having appropriate programs, capacity, and competence where necessary to provide appropriate special education services to students; and

WHEREAS, Board of Education, in order to provide a proper, comprehensive, and well implemented special education program, finds it desirable to contract for these services through an outside agency; and

WHEREAS, CCC is an agency having appropriate programs, capacity and competence to provide certain special education services for children who are the responsibility of the Board of Education.

NOW, THEREFORE, in consideration of the mutual benefits to be received by both parties hereto and certain other consideration, some of which is hereafter set out, and the sufficiency of all which is hereby acknowledged, Board of Education and CCC agree as follows:

The term of this agreement shall be for the 2020 - 2021 school year.

1. Elizabethton City Schools shall develop an Individualized Educational Program (IEP) which will be specifically designed to meet the unique needs of each child enrolled with provision for all support materials, equipment and services necessary for their education and which meets the requirements of State and Federal regulations and law. This special education program that is the responsibility of the Board of Education shall include:

- a. A statement of the child’s present levels of educational performance.
- b. A statement of the annual goals which describe the educational performance to be achieved by the end of the school year.
- c. A statement of short-term instructional objectives.
- d. A statement of the specific educational related services needed by the child.
- e. The date when these services will begin and the length of time the services will be given.

- f. A description of the extent to which the child will participate in regular education programs, if any.
- g. A justification for the type of educational placement which the child will have.
- h. The persons responsible for the implementation of the IEP.
- i. Objectives, criteria, evaluation procedures, and schedules for determining on at least an annual basis, whether the short-term instructional objectives are being achieved.
- j. Progress reports shall be sent to the parents every 9 weeks.
- k. The programs of the child shall not be terminated without an IEP Team meeting which results in agreement eligibility or non-eligibility services on the IEP.

2. The Board of Education ensures that the rights and privileges available to children attending schools of the Board of Education shall be available to the children served by CCC, including the process procedures, protection in evaluation procedures, least restrictive environment, and confidentiality of information. CCC and the Board of Education acknowledge and agree that CCC is not rendering services under this agreement in any facility owned or leased by CCC and that such services will be rendered only in the schools or other locations agreed upon by CCC and the Board of Education.

3. (a) Board of Education agrees----for as long as CCC therapists are available to serve Board of Education’s TennCare-covered, eligible, and qualified students (“TennCare Students”) at the therapist’s assigned school location----that CCC will be the sole and exclusive provider of speech pathology services at that school location for any TennCare Students whose speech pathology services are billed to a TennCare insurance company (“MCO”).

(b) Board of Education agrees that its employees will not serve TennCare Students in schools where CCC’s therapists are working and available to serve such students. More specifically, CCC will be the sole and exclusive provider of speech pathology services to TennCare Students that are billed to any TennCare MCO at the school locations listed below (the “School Locations”) as well as another other school locations where CCC’s therapist’s may be requested to provide services in the future:

- Elizabethton High School
- T. A. Dugger Jr. High School
- East Side Elementary School
- Harold McCormick Elementary School
- West Side Elementary School
- Wandell Early Learning Center

Board of Education will refer all TennCare Students at the School Locations to CCC for services that can be billed to a TennCare MCO and will not serve such students with its own

employees. If CCC's speech pathologists do not have time available on their schedule to serve the referred TennCare Student, CCC will promptly notify Board of Education that CCC cannot provide services. Upon receipt of such notification, Board of Education may begin serving such student with Board of Education employees and---after CCC has declined services due to lack of therapist availability---may also bill the TennCare MCO for such services.

(c) CCC will make reasonable commercial efforts to provide a sufficient number of qualified speech pathologists who have a Masters Degree and their Certificate of Clinical Competence or who are working to complete their Clinical Fellowship period ("speech pathologists") to meet the anticipated TennCare and "school pay" caseload at the School Locations. If CCC cannot provide a sufficient number of speech pathologists at a specific school to meet the caseload at that location, then either CCC or Board of Education may reduce CCC's services at the affected school to the extent CCC speech pathologists are not available to serve that specific location. In the case of such a reduction at a specific school location due to the lack of availability of CCC speech pathologists, Board of Education therapists may serve the TennCare Students previously served by CCC (or who cannot be served by CCC) and may bill the TennCare MCO for services to those students.

(d) As the school year progresses, Board of Education agrees that it will promptly assign other TennCare Students at the School Locations to CCC who have speech pathology services specified in their IEPs, when and to the extent such TennCare Students become available. (The purpose of such assignments throughout the year is to maintain or expand the caseload of CCC's speech pathologists in the School Locations.)

(e) With respect to TennCare Students in the School Locations served by CCC speech pathologists, Board of Education agrees that it will not refer those students to any other provider or third party TennCare billing / consulting company ("Other Providers"). It is the intention of the parties that CCC will continue to work with Board of Education to obtain TennCare MCO authorizations for services, Doctors Orders, IEPs, Parental Consents to release the IEP, and the like, in connection with all of the TennCare Students CCC serves in the School Locations and that any arrangements the Board of Education has with Other Providers will not interfere with CCC's services under this Agreement or interfere with CCC's speech pathologists serving their own caseload in the School Locations. In the event CCC cannot serve a TennCare Student due to the lack of availability of a CCC speech pathologist, then Board of Education may refer such student to Other Providers for assistance in dealing with the TennCare MCO in connection with services to be provided by Board of Education's own therapists.

4. Mileage and "School Pay" Services:

(a) Board of Education will pay CCC a mileage reimbursement rate of twenty six (26) cents per mile per speech pathologist per day, during the regular school year and during the school summer session (if CCC is requested to provide summer services). Mileage shall be calculated as (i) the distance between CCC's Knoxville office and the schools that CCC can serve in Elizabethton City or (ii) the distance between the residence of CCC's speech pathologist and the schools served, whichever is less. Such mileage

reimbursement rate of 26 cents a mile also includes any travel within Elizabethton City if CCC's speech pathologist is traveling to more than one school in a day.

(b) At Board of Education's request and as mutually agreed by CCC, "school pay" services may be provided for students whose services cannot be billed to a TennCare MCO. These services can include (i) clinical services in individual or group therapy sessions (as requested) and evaluations or re-evaluations, and (ii) "educational" services (as requested) not covered by TennCare MCOs or other insurance companies. Board of Education will pay \$60.00 per hour for any such clinical "school pay" services, which services will be billed at the rate of \$15.00 for each increment of 15 minutes or portion thereof.

(c) CCC's providing "school pay" services (if requested by Board of Education) is subject to mutual agreement of the parties and the availability of CCC's Speech Pathologists to provide such services after giving priority to and serving their caseload of TennCare-covered students. Board of Education understands and agrees that since Board of Education is under no obligation to request "school pay" services under this Agreement that if and when such services may be requested, CCC's Speech Pathologists may have limited or no time available to provide such services.

5. CCC will submit monthly invoices for mileage reimbursements with the Board of Education agreeing to reimburse CCC within 30 days of the date of receipt of the invoice

6. CCC agrees to provide professional liability coverage for its employees serving Board of Education during the term of this agreement.

7. Board of Education will provide CCC with consent forms to begin the process of determining if students qualify for services. Board of Education will provide services until notification has been provided by CCC that eligibility in TennCare is legitimate and has been approved for authorization. Board of Education will furnish CCC with each student's IEP (a copy) goals by the start of the school year, so that the goals are clearly communicated to CCC's staff. If Board of Education does not furnish copies of IEP goal sheets by the start of the school year, and CCC's speech pathologists have to pull and copy such IEPs to have before serving such children, a charge of \$6 will be charged to Board of Education to defray the cost of locating and copying such materials.

8. CCC shall submit to the Board of Education reports specifying the progress of each child in achieving the short term objectives specified in his/her IEP. CCC will update goals and objectives for each student served, at least, every nine weeks or as deemed necessary on Board of Education forms. There will be no charge for progress reports prepared for TennCare-covered students.

9. CCC will be responsible for all TennCare paperwork of qualifying children.

10. Board of Education agrees that, should a child's speech therapy or language therapy sessions submitted to TennCare be denied for eligibility or changing TennCare carriers that they will

reimburse CCC at \$20.00 per session for no more than 5 such sessions per child. CCC will immediately stop serving such children if, for any reason, there is a denial of their TennCare coverage, and it will be the Board's responsibility to have its own speech pathologist incorporate such child into their school caseload.

11.

(a) CCC shall require all current employees providing services to the Board of Education under this contract to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and/or the Federal Bureau of Investigation prior to permitting the employee to have contact with school children or enter the school grounds.

(b) CCC will not allow an employee providing services to the Board of Education under this contract to come in direct contact with school children or enter the grounds of a school when children are present until the criminal history records check has been conducted.

(c) CCC shall not allow an employee providing services to the Board of Education under this contract to come in direct contact with school children or with children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records check indicates the employer or employee has been convicted of an offense that is classified as a sexual offense or the employee has been convicted as a violent sexual offender as defined in Tennessee Code Annotated § 40-39 - 2002.

12. CCC agrees to hold the Board of Education harmless on account of any and all claims by third parties for damages due to personal injuries or property damage, arising from a school child using any premises owned or leased by CCC, including the use of materials provided by CCC for such child, except when such injuries or damages arise in whole or in part on account of the acts or omissions or negligence of the Board of Education. Any obligation of CCC to indemnify and hold the Board of Education harmless is limited to the terms of CCC's applicable liability insurance.

13. With respect to services provided by CCC to school children under this contract, Board of the Education and CCC will work cooperatively to ensure that the rights and privileges available to children attending schools of the Board of Education shall be available to children served by CCC, including, to the extent applicable to CCC and the services provided to the Board of Education under this agreement, due process procedures, protection in evaluation procedures, least restrictive environment, and confidentiality of information.

14. If due to a change in applicable law or regulation or the interpretation thereof by any court, government agency, authority, or other entity that renders any provision of this Agreement unlawful, unenforceable, economically or administratively impracticable or difficult of performance (a "Law Change"), the parties shall initiate good faith negotiations to amend this Agreement to eliminate the adverse effects of such Law Change. If either party determines that the parties are unlikely to agree upon and make alterations to this Agreement to eliminate the adverse effect of the Law Change, or alternatively, either party determines that alterations to

meet such requirements are not commercially practicable, reasonable, and satisfactory, then such party may terminate the Agreement on thirty (30) days prior written notice to the other party. A “Law Change” also includes any change by (i) a Federal, State, or local legislative, regulatory, judicial, or administrative authority, or (ii) any TennCare Managed Care Organization (“MCO”) or other third party payor with respect to: clinical or other services provided pursuant to this Agreement, MCO requirements regarding eligibility or qualification for healthcare services, MCO procedures for authorizing, approving, billing or providing payment for healthcare services (including the amount of payment or method of payment), or any other changes that adversely affect the arrangements and services provided to school system students pursuant to this Agreement.

15. School system will not employ or receive services, either directly or indirectly (including services provided through a third party), from any speech pathologist formerly employed by CCC for one year following the termination or expiration of this Agreement or cessation of such speech pathologist’s employment with CCC, whichever is earlier.

16. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed facsimile or email transmission shall be as effective as delivery of a manually executed counterpart.

17. Board of Education acknowledges that CCC is recruiting and assigning speech pathologists in anticipation that they will be providing services to school system for the entire public school year and that this agreement will continue for the entire school year. Accordingly, in the event of a breach of this Agreement, either party (the “Sending Party”) may terminate this Agreement, provided the Sending Party (i) has given the other party (the “Receiving Party”) prior written notice sent by first class registered or certified mail (return receipt requested) detailing the basis for the proposed termination and specifying the scheduled termination date, and (ii) has given the Receiving Party an opportunity to provide a reasonable remedy or cure within 10 business days after receipt of the notice. If the Receiving Party fails to provide a reasonable remedy or cure, then the Agreement will terminate, and if the cause is remedied or cured to within 10 business days to the reasonable satisfaction of the Sending Party, then the notice will be deemed to be withdrawn and the contract will continue as if no notice had been given. The parties agree to work together in good faith to effect a remedy or cure of any matter that is the subject of a notice pursuant to this paragraph and to keep the other party fully informed: regarding the Receiving Party’s corrective action plan, the status of any corrective actions by the Receiving Party, and whether the planned or completed corrective actions are reasonably satisfactory to the Sending Party.

18. CCC and Board of Education agree to work cooperatively and maintain open communications so that any concerns, questions, or issues (“Issue”) that may arise are identified, promptly communicated to the other party, and resolved through discussions and corrective action. If any Issue arises, the affected party (the “Affected Party”) will promptly send an email to the other party (the “Receiver”) describing the matter and requesting the Receiver to take corrective action as expeditiously as practicable. Upon completion of the corrective action, the

Receiver will send a “close out” email to the Affected Party, confirming that corrective action has been taken. The Issue will be considered resolved unless Affected Party sends a reply email to the Receiver within 15 days stating that the Issue remains unresolved, in which case the parties will consult regarding the resolution of the Issue.

19. DISCRIMINATION: No person shall on the grounds of race, color, national origin, sex, age or ability to pay, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity operated by CCC or the Board of Education, it being the intention of CCC and the Board of Education to bind all agencies, disbursing units, or organizations, operating under its jurisdiction and control to fully comply with and abide by the spirit and intent of the Civil Rights Act of 1964.

CCC shall not discriminate against any applicant for employment because of race, color, religion, or natural origin.

In Witness Whereof:

Dr. Corey Gardenhour, Director
Elizabethton City Schools

Date

David R. Hanson
Deborah L. Curlee Communication Consultants, LLC

Date

Report of Local Adoption of Textbooks*
(This form remains in the office of the Local Director of Schools for the 6 year Adoption Period)

For the School Year 2020-2021

Report for schools of Elizabethton City Schools County, City, or Special District.

Subject: Criminal Justice

Recommendation of Local Textbook Selecting Committee

We, the duly appointed members of the Local Textbook Selecting Committee for the Subject of Criminal Justice, recommend that the Elizabethton (County or

City) Board of Education adopt, from the State Approved List, the following textbooks to be used in the public schools of Elizabethton (County or

City), as approved by the law and contract:

Basal	Co-Basal	Alternative Level	Technology Dependent	Grade	Author	Title	Company
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> HI <input type="checkbox"/> LO	<input type="checkbox"/>	9-12	Bradley D. Edwards	Introduction to Criminal Justice 9 th Edition	Routledge
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> HI <input type="checkbox"/> LO	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> HI <input type="checkbox"/> LO	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> HI <input type="checkbox"/> LO	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> HI <input type="checkbox"/> LO	<input type="checkbox"/>				

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> HI <input type="checkbox"/> LO	<input type="checkbox"/>				
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We hereby certify that we have returned to the office of the superintendent all the samples of textbooks submitted to us. Signatures of members of the Local Selecting Committee for this subject:

1 _____ 2 _____ 3 _____

4 _____ 5 _____

Oath to Be Administered to Members of the Local Textbook Committee

“I do hereby declare that I am not now directly or indirectly financially interested in, or employed by, any textbook publisher or agency, and that I will not become directly or indirectly financially interested in any of the proposed contracts, nor in any book, nor in any publishing concern handling or offering any books or other publications to the Committee, of which I am a member, for listing and adoption, and I do hereby promise that I will act honestly, faithfully, and conscientiously, and in all respects will discharge my duty as a member of the Committee to the best of my skill and ability.”

1 _____ 2 _____ 3 _____

4 _____ 5 _____

*Complete one (1) form for each local adoption committee.

Report of Local Adoption of Textbooks*
(This form remains in the office of the Local Director of Schools for the 6 year Adoption Period)

For the School Year 2020-2021

Report for schools of Elizabethton City Schools County, City, or Special District.

Subject: CTE - Culinary Arts

Recommendation of Local Textbook Selecting Committee

We, the duly appointed members of the Local Textbook Selecting Committee for the Subject of Culinary Arts, recommend that the Elizabethton (County or

City) Board of Education adopt, from the State Approved List, the following textbooks to be used in the public schools of Elizabethton (County or

City), as approved by the law and contract:

Basal	Co-Basal	Alternative Level	Technology Dependent	Grade	Author	Title	Company
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> HI <input type="checkbox"/> LO	<input checked="" type="checkbox"/>	9-12		Culinary Arts I, II, and III	CEV Multimedia
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> HI <input type="checkbox"/> LO	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> HI <input type="checkbox"/> LO	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> HI <input type="checkbox"/> LO	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> HI <input type="checkbox"/> LO	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> HI <input type="checkbox"/> LO	<input type="checkbox"/>				

<input type="checkbox"/>							
		HI LO					

We hereby certify that we have returned to the office of the superintendent all the samples of textbooks submitted to us. Signatures of members of the Local Selecting Committee for this subject:

1 _____ 2 _____ 3 _____

4 _____ 5 _____

Oath to Be Administered to Members of the Local Textbook Committee

“I do hereby declare that I am not now directly or indirectly financially interested in, or employed by, any textbook publisher or agency, and that I will not become directly or indirectly financially interested in any of the proposed contracts, nor in any book, nor in any publishing concern handling or offering any books or other publications to the Committee, of which I am a member, for listing and adoption, and I do hereby promise that I will act honestly, faithfully, and conscientiously, and in all respects will discharge my duty as a member of the Committee to the best of my skill and ability.”

1 _____ 2 _____ 3 _____

4 _____ 5 _____

*Complete one (1) form for each local adoption committee.

**JACKSON, SHIELDS, YEISER, HOLT,
OWEN & BRYANT
262 GERMAN OAK DRIVE
CORDOVA, TENNESSEE 38018
(901)754-8001**

STATEMENT
For Period Ending 02/29/2020

Elizabethton School District
Corey Gardenhour
Superintendent of Schools
804 South Watauga Ave
Elizabethton TN 37643

Page: 1
03/11/2020
ACCOUNT NO. 1949-000M
STATEMENT NO: 136

General Labor Relations

			HOURS
02/10/2020	DDO	Phone and other communications with Dr. Gardenhour about proposed contract with architect; Review contract documents	2.30
02/11/2020	DDO	Phone conferences with Dr. Gardenhour and J. Minton concerning student dress code violation; Review legal authority governing dress codes; Phone conferences with Dr. Gardenhour concerning demand letter from parent and proposed contract with architect; Draft proposed contract revisions and send to Dr. Gardenhour for review; Begin draft letter in response to parent's demands	4.40
02/12/2020	DDO	Edit proposed contract revisions and send to Dr. Gardenhour; Review contract proposed for general contractor and send comments to Dr. Gardenhour; Revise and edit letter to parent and send to Dr. Gardenhour	1.60
02/13/2020	DDO	Phone conference with Dr. Gardenhour regarding possible teacher misconduct	No charge
02/17/2020	DDO	Phone conference with Dr. Gardenhour and E. Wampler regarding student enrollment and communicable diseases; Research and send information to Dr. Gardenhour;	1.10
02/18/2020	DDO	Review agreement for TDOT grant; Phone conference with Dr. Gardenhour regarding the grant agreement; Phone conference with Dr. Gardenhour and J. Minton regarding class incident involving student and multiple parent concerns about the student	1.00
02/19/2020	DDO	Phone conferences with Dr. Gardenhour and J. Trent regarding teacher discipline	0.60
02/20/2020	DDO	Phone conference with Dr. Gardenhour and J. Minton regarding teacher incidents and follow-up actions	0.40
02/25/2020	DDO	Review architect's response to proposed contract revisions	0.10
02/26/2020	DDO	Phone conference with Dr. Gardenhour concerning sick leave bank issues	0.10
02/27/2020	DDO	Phone conference with Dr. Gardenhour regarding bullying complaints, investigation of teacher incidents and architect's response to proposed contract revisions	0.50

General Labor Relations

		HOURS	
02/28/2020	DDO	Phone and e-mail communications with r. Gardenhour and E. Wampler concerning child custody issues	0.40
		FOR PROFESSIONAL SERVICES RENDERED	<u>12.50</u> <u>2,437.50</u>
		Westlaw Computer Research.	29.59
		TOTAL EXPENSES THROUGH 02/29/2020	<u>29.59</u>
		PREVIOUS BALANCE	\$1,350.42
		TOTAL CURRENT WORK	2,467.09
		AMOUNT DUE	<u>\$3,817.51</u>

CONFIDENTIAL/PRIVILEGED ATTORNEY/CLIENT COMMUNICATION

* Payment due on receipt. Note: Some expenses that appear on current statement could be from previous month work due to our receipt of these charges late.