

# ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION

## REGULAR SCHEDULED MEETING

*Monday, August 24, 2020, @ 6:30 PM*

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### Board members

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Eddie Pless | Phil Isaacs | Danny O'Quinn | Mike Wilson | Jamie Schaff | Veronica Watson (Student Liaison)

The Elizabethton Board of Education will meet on Monday, August 24, 2020, at 6:30 PM in the Mack Pierce Board Room, 804 South Watauga Ave , Elizabethton, TN 37643.

**1. CALL TO ORDER**

**2. MOMENT OF SILENCE**

**3. PLEDGE TO THE FLAG**

**4. APPROVE CONSENT AGENDA AND REGULAR AGENDA**

**5. TIME FOR CITIZENS TO SPEAK**

**6. STUDENT RECOGNITION**

A. Recognition of Caiden Treadway, 8th Grade Student at T. A. Dugger Jr. High School, for volunteering his time to pressure wash all the sidewalks at Harold McCormick Elementary School.

**7. CONSENT AGENDA**

A. Minutes of Regular Meeting: July 21, 2020.

B. Approve General Purpose Fund Financial Statements, June 30, 2020, and July 31, 2020.

C. Approve Federal Projects Fund Financial Statements, June 30, 2020, and July 31, 2020.

D. Approve School Nutrition Fund Financial Statements, June 30, 2020, and July 31, 2020.

E. Approve on second reading, New Board Policy 5.3051 FCCRA Leave.

F. Approve the revised 2020 -2021 Elizabethton City Schools K-12 Calendar.

G. Approve Agreement between Elizabethton City Schools and Partners for Digital Learning beginning July 28, 2020, through July 31, 2021.

H. Equipment Disposal Request from Travis Hurley, Principal at East Side Elementary School to dispose of an HP Laserjet P1006 printer that no longer works.

I. Equipment Disposal Request from Brian Culbert, CTE Director at EHS for the disposal of Dean Vaughn Medical Terminology 350 VHS Tapes to be thrown away.

J. Equipment Disposal Request from Brian Culbert, CTE Director at EHS for the disposal of a silver table in the Auto/Shop Classroom with a vise.

K. Equipment Disposal Request from Travis Hurley, Principal at East Side Elementary School for the disposal of an ABC Circle Rug which is no longer usable, to be thrown away.

L. Equipment Disposal Request from John Wright, Principal at WS, for the disposal of Wonders Reading Writing Workshop Literature Anthology textbooks to be thrown away.

M. Equipment Disposal Request from John Wright, Principal at WS for the disposal of a stereo cassette w/disc player that no longer works.

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.

N. Approve Year-End Reserves for 2019-2020.

O. Approve a Resolution for the Emergency Suspension of Board Policies During the 2020-2021 School Year. Those Board Policies are Policy 1.101 Role of the Board of Education, Policy 1.400 School Board Meetings, Policy 1.800 School Calendar, Policy 1.801 School Day, Policy 1.8011 Emergency Closings, Policy 3.206 Community Use of School Facilities, Policy 4.200 Curriculum Development, Policy 4.209 Alternative Credit Options, Policy 6.200 Attendance, and Policy 6.310 Dress Code.

P. Approve changes to allow Carrie Taylor, Community Involvement Director, Myra Newman, Asst. Director of Schools, and Jackie Guinn, General Ledger Accountant to be allowed to pick up night deposits made at Citizens Bank.

Q. Equipment Disposal Request from Chris Berry, Principal at T. A. Dugger Jr. High School for the disposal of health books for Grades 6, 7, and 8 to be thrown away.

R. Equipment Disposal Request from Forrest Holt, Athletic Director at EHS for the disposal of old baseball jerseys to be used in the annual baseball fundraiser.

S. Equipment Disposal Request from John Minton, Principal at EHS for the disposal of teacher desks (8), tables (6), filing cabinets (4), computer monitor (1), printer (1), computer speakers (1), office chairs (3), fan (1), mini-refrigerator (1), chairs (44), student desks (50), coffee maker (1), weight bench (1) to be removed by maintenance.

#### **8. REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS**

**NEW HIRES:** Jennifer Lucas, Interim Teacher at ESE, effective August 3, 2020; Derek Mussard, Maintenance Specialist-HVAC at CO, effective August 3, 2020; Gary Harrison, EHS Teacher/Asst. Boys' Basketball Coach, effective August 3, 2020; Casey Waters, Teacher at ESE, effective August 7, 2020; Kendra Lewis, Interim Teacher at ESE, effective August 7, 2020; Melody Crockett, Teacher at TAD, effective August 3, 2020; Hailey Holyfield, Teacher at EHS, effective August 3, 2020; Bayley McGee, Asst. Girls' Basketball Coach at TAD, effective July 10, 2020; Mary E. Biggs, Asst. Volleyball Coach at TAD, effective August 10, 2020; William Dugger, Teacher at TAD, effective August 13, 2020; Larry Lucas, Custodian at ESE, effective August 13, 2020; Jane (Sheehan) Tester, Teacher at ESE, effective August 13, 2020.

**NEW POSITION:** Tammy Markland, Teacher at WSE, to Asst. to the Principal/Instructional Coach at WSE, effective August 3, 2020.

**RESIGNATIONS:** Lynnea K. Bowman, Asst. to the Teacher at TAD, effective July 31, 2020; Ryan Owen, Lunchroom Monitor at ESE, effective July 23, 2020; Crystal VanHuss, Asst. Volleyball Coach at TAD, effective June 1, 2020; Ethan Gouge, Girls Soccer Coach at TAD, effective 5/18/20; Angela Boone, Asst. to the Teacher at TAD, effective August 3, 2020; Elly Cash, Asst. to the Teacher at EHS, effective August 3, 2020; Tammy Markland, Learning Leader at WSE, effective August 3, 2020; Brandi McCloud, Learning Leader at TAD, effective July 29, 2020; Polly Theobald, Asst. to the Teacher, effective August 5, 2020; Angela Berry, Learning Leader at TAD, effective May 27, 2020; Terri Michelle Campbell aka Chelli Proffitt, School Nurse at HME, effective June 30, 2020; Brittany Runion, Asst. to the Teacher at WSE, effective July 28, 2020; Amy Darling, Data Manager/Attendance Clerk at EHS, effective August 21, 2020; Madison Johnson, Custodian at TAD, effective July 21, 2020.

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**TRANSFERS:** Lisa Peters, Part-time Asst. to the Teacher @ HME to Asst. to the Teacher at HME, effective August 4, 2020; Phillip Ledford, Teacher (5th Grade) at ES to Inst. Technology Coordinator at EHS, effective July 21, 2020; Alicia Jarrett, System-wide PRN LPN to LPN with a student at EHS, effective August 4, 2020; Zedia Hall, Cook at WSE to Cook at ESE, effective July 30, 2020; Rebekah Hodge, Part-time Asst. to the Teacher at WSE to Asst. to the Teacher at ESE, effective August 4, 2020; April Sutphin, School Nurse (with a student) at EHS to School Nurse/LPN at HME; Patricia Seals, Asst. to the Teacher at HME to Interim Teacher at HME, effective May 27, 2020; Joshua S. Boatman, Teacher at TAD to Director of Special Ed & RTI, effective July 13, 2020; Joe Diaz, Teacher (History) at EHS to Asst. Principal at EHS, effective July 20, 2020; Rebekah L. Hornyak, Interim Teacher at ESE/Asst. to the Teacher at HME, to Teacher at HME, effective August 3, 2020; Rachel Howell, Teacher at ESE to Teacher at WSE; Tammy Markland, Teacher at WSE, to Asst. to the Principal/Instructional Coach at WSE, effective August 3, 2020.

**LEAVE OF ABSENCES:** Summer Fleenor, Teacher at ESE, effective August 3, 2020, through December 31, 2020; Brittany S. Johnson, Teacher at ESE, effective August 3, 2020 through October 23, 2020.

**RETIRED:** Loretta Julian, Asst. to the Teacher at WELC, effective August 6, 2020.

## 9. OTHER

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

## 10. REGULAR AGENDA

- A. Approve and ratify the creation of a Kindergarten Teacher for East Side Elementary School to meet class size requirements.
- B. Approve and ratify the creation of five (5) Instructional Assistant Positions for the 2020-2021 School Year to assist with potential COVID-19 absences. These one-year positions would be paid using General Purpose Funds.
- C. Approve and ratify a Customer Agreement between Elizabethton City Schools and Verizon Wireless for internet connectivity (Hot Spots) for student households without internet connectivity.
- D. Approve changes to signature cards held at Citizens Bank due to changes in personnel within ECS.
- E. Approve the Clinical Practice and Partnership Agreement between Elizabethton City Schools and Milligan University for the 2020-2021 School Year.
- F. Approve the Grant Contract between the State of Tennessee, Department of Human Services, and Elizabethton City Schools for the provision of Pre-Employment Transition Services Transition School to Work Program beginning October 1, 2020, and ending on September 30, 2021.
- G. Approve the creation of a 10-month Part-Time (5 hours a day) Office Assistant Position for the Central Office.
  
- H. Approve on first reading New Board Policy 6.3041, Title IX & Sexual Harassment.
- I. Approve on first reading revised Board Policy 6.305, Student Concerns.
- J. Approve on first reading revised Board Policy 6.304, Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation.

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**11. FOR YOUR INFORMATION**

A. Jackson, Shields, Yeiser, Holt, Owen, and Bryant - Statement, July 2020.

**12. NEXT REGULARLY SCHEDULED BOARD MEETING**

A. The next regularly scheduled Board Meeting will be on Tuesday, September 15, 2020, at 6:30 p.m. in the Mack Pierce Board of Education Room, at the Elizabethton City School Board Offices, located at 804 S. Watauga Avenue, Elizabethton, Tennessee.

**13. 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 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.

ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION  
REGULAR SCHEDULED MEETING

Tuesday, July 21, 2020 6:30 PM

Mack Pierce Board Room

The Elizabethton Board of Education met in a regular meeting on Tuesday, July 21, 2020, at 6:30 PM, at Mack Pierce Board Room.

Attendance Taken at 6:30 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: 0Mr. O'Quinn had a great idea to combine first reading 10.A through 10.F Also, Ms. Booher stated she has a family member on the Director's Report.

TIME FOR CITIZENS TO SPEAK

Molly Lassiter approached the Board regarding the health and safety of our students.

Molly Lassiter  
617 Westwood Drive  
Elizabethton, Tennessee  
(281) 770-3185

Ms. Lassiter asked to appear before the Board to address our Re-Opening of Schools Plan regarding COVID.

Ms. Lassiter addressed the Board concerning the health and well-being of our students during the COVID19 crisis.

#### RECOGNITION OF STUDENTS

Recognition of EHS student, Haley Johnson who came in 4th in Clinical Specialty (Virtually) at the International HOSA Competition.

Recognition of Ms. Haley Johnson for her accomplishments with Student Club Organization HOSA.

#### CONSENT AGENDA

##### MINUTES OF REGULAR MEETING: JUNE 16, 2020

Approve Elizabethton City Schools School Nutrition Budget Amendment for FY2019-2020.

Approve Elizabethton City Schools General Purpose Budget Amendment for FY2019-2020.

Approve Elizabethton City Schools Federal Projects Budget Amendment for FY2019-2020.

Approve entrance into the Southern Appalachian Mountain Co-Op with Reinhart Food Service for the 2020-2021 school year with an option to renew on an annual basis for a time not to exceed three (3) years beginning July 1, 2020.

Approve Michele Murray, Principal at Emmett Elementary School in Sullivan County and Doctoral Candidate at ETSU to conduct dissertation research to conduct teacher interviews at a school of our choosing.

Approve a partnership with SAVVAS (formerly Pearson) for a pilot program for high school math (Algebra I, II, and Geometry) for one year. The system will purchase a digital license in the amount of \$11,481.60 and SAVVAS will provide teacher training, student companions, and teacher resources to be paid from textbook funds.

Approve the Agreement to Administer the School Nutrition Program(s) for Local Education Agencies/SFA's School Year 2020-2021.

Approve the Local Agriculture Products Compliance Plan School Year 2020-2021.

Approve the Agreement between Elizabethton City Schools and The Access Program (TAP) for the school year August 2020 through August 2021 (to include any Summer Job Club Camps offered).

## REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS

### OTHER

#### Director's Update

Mr. VanHuss addressed the Board and apologized for the long agenda. He also thanked all CO Staff, maintenance, etc. for their help this week. Title IX guidance will be provided next month. He asked that everyone grant a heavy dose of grace as we work through the COVID concerns. Digital handbooks available online and an FAQ is available online.

Ms. Booher also thanked Mr. VanHuss and other employees for their work on the re-opening of schools.

#### Board Reports

#### Student Liaison's Report

### REGULAR AGENDA

Approve on first reading TSBA recommended changes to Board Policy 6.319 Alternative Education.

Motion was made by Dr. Grover May, second by Eddie Pless to approve Regular Agenda Items 10.A through 10.F. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0 Regular Agenda Items 10.A. through 10.F have been bundled together as a time-saving measure.

Approve on first reading TSBA recommended changes to Board Policy 6.309 Zero Tolerance Offenses.

Motion was made by Dr. Grover May, second by Eddie Pless to approve on first reading TSBA recommended changes to Board Policy 6.319 Alternative Education. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0 Regular Agenda Items 10.A. through 10.F have been bundled together as a time-saving measure.

Approve on first reading TSBA recommended changes to Board Policy 6.316 Suspension.

Regular Agenda Items 10.A. through 10.F have been bundled together as a time-saving measure.

Approve on first reading TSBA recommended changes to Board Policy 6.317 Student Disciplinary Hearing Authority.

Regular Agenda Items 10.A. through 10.F have been bundled together as a time-saving measure.

Approve on first reading TSBA recommended changes to Board Policy 6.409 Reporting Child Abuse.

Regular Agenda Items 10.A. through 10.F have been bundled together as a time-saving measure.

Approve on first reading NEW Board Policy 4.205 Enrollment in College Level Courses. TSBA recommends the new Policy replace current Board Policy 4.203 Advanced College Placement.

Regular Agenda Items 10.A. through 10.F have been bundled together as a time-saving measure.

Approve a Services Agreement between Elizabethton City Schools and Frontier Health in the amount of \$40,000.00 to be paid from CARES Act (ESSER) funds, to

assist in the identification and referral of students in the event of a major school crisis, or behavioral health need of student, beginning August 1, 2020.

Motion was made by Eddie Pless, second by Danny O'Quinn to approve a Services Agreement between Elizabethton City Schools and Frontier Health, to be paid from CARES Act (ESSER) funds, to assist in the identification and referral of students in the event of a major school crisis, or behavioral health need of student, beginning August 1, 2020. 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 a second person to help with the concerns of the mental well being of our students. This will be helpful to students due to the COVID crisis. This person will alternate between the elementary schools.

Approve a Service Agreement Addendum to the Contract between Elizabethton City Schools and United Elevator Services, LLC, to extend their Contract for an additional three (3) years. The revised expiration date will be June 30, 2023.

Motion was made by Dr. Grover May, second by Eddie Pless to approve a Service Agreement Addendum to the Contract between Elizabethton City Schools and United Elevator Services, LLC, to extend their Contract for an additional three (3) years. The revised expiration date will be June 30, 2023. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0 The services are very good. They're very responsive.

Approve the Renewal of Bid No. 2018-2019-04-SN for miscellaneous cafeteria supplies for the period July 1, 2020 through June 30, 2021 with Summers Hardware.

Motion was made by Danny O'Quinn, second by Dr. Grover May to approve the Renewal of Bid No. 2018-2019-04-SN for miscellaneous cafeteria supplies for the period July 1, 2020 through June 30, 2021 with Summers Hardware. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0Miscellaneous cafeteria supplies.

Approve changes to the VISA account being used by Administrators at the Central Office.

Motion was made by Eddie Pless, second by Danny O'Quinn to approve changes to the VISA account being used by Administrators at the Central Office. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0This is the result of staffing changes at the Central Office.

Approve increasing the total number of Assistants to the Principal at the elementary schools from 2 to 2.5 using Title I funds and creating a half-time (0.5) District Professional Development Coordinator position using Title II funds.

Motion was made by Eddie Pless, second by Danny O'Quinn to approve increasing the total number of Assistants to the Principal at the elementary schools from 2 to 2.5 using Title I funds and creating a half-time (0.5) District Professional Development Coordinator position using Title II funds. 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 a person to be assigned to each elementary school. Approve the Guaranteed Maximum Price Amendment between Elizabethton City Schools and GoinsRashCain, Inc. (GRC) for the completion of the restroom renovations at T. A. Dugger Jr. High School, in an amount not to exceed \$385,000.00.

Motion was made by Phil Isaacs, second by Dr. Grover May to approve the Guaranteed Maximum Price Amendment between Elizabethton City Schools and GoinsRashCain, Inc. (GRC) for the completion of the restroom renovations at T. A. Dugger Jr. High School, in an amount not to exceed \$385,000.00. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0 The project came in at the projected amount. This will be paid for out of the refinancing of the half-cent sales tax. Construction will begin soon.

Approve a Resolution for the Emergency Suspension of Board Policies During the 2020-2021 School Year. Those Board Policies are: Policy 1.101 Role of the Board of Education, Policy 1.400 School Board Meetings, Policy 1.800 School Calendar, Policy 1.801 School Day, Policy 1.8011 Emergency Closings, Policy 3.206 Community Use of School Facilities, Policy 4.200 Curriculum Development, Policy 4.209 Alternative Credit Options, Policy 6.200 Attendance, and Policy 6.310 Dress Code.

Motion was made by Eddie Pless, second by Dr. Grover May to approve a Resolution for the Emergency Suspension of Board Policies During the 2020-2021 School Year. Those Board Policies are: Policy 1.101 Role of the Board of Education, Policy 1.400 School Board Meetings, Policy 1.800 School Calendar, Policy 1.801

School Day, Policy 1.8011 Emergency Closings, Policy 3.206 Community Use of School Facilities, Policy 4.200 Curriculum Development, Policy 4.209 Alternative Credit Options, Policy 6.200 Attendance, and Policy 6.310 Dress Code. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0 July 13th email from TSBA. Gives us the ability to make decisions with the Board's approval.

Amend motion to reaffirm that this is revisited each month by Dr. May. Second by Phil Isaacs. Place on the Board Consent Agenda each month.

Dr. May made motion, second by Eddie Pless that notification to board members giving due diligence to notify within 72 hours.

Approve the School Resource Officer (SRO) Program Agreement between the City of Elizabethton, Elizabethton Police Department, and Elizabethton City Schools for the FY 2020/2021.

Motion was made by Phil Isaacs, second by Dr. Grover May to approve the School Resource Officer (SRO) Program Agreement between the City of Elizabethton, Elizabethton Police Department, and Elizabethton City Schools for the FY 2020/2021. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0Continuation of Agreement from last fiscal year. We have one SRO for each school.

Approve and ratify the purchase of Certica Platform-Professional Edition (enCASE) with Extended Assessment Analytics and Assitance with the Review and QA, in the amount of \$39,680.00, to be purchased with CARES ACT (ESSER) funds and General Purpose funds.

Motion was made by Dr. Grover May, second by Danny O'Quinn to approve and ratify the purchase of Certica Platform-Professional Edition (enCASE) with Extended Assessment Analytics and Assitance with the Review and QA, in the amount of \$39,680.00, to be purchased with CARES ACT (ESSER) funds and General Purpose funds. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0We're in a consortium with others in East Tennessee. This program will replace PowerSchool.

Approve the Director of Schools, in consultation with legal counsel, to negotiate with Partners for Digital to provide digital curriculum for students for the 2020-2021 school year, to be paid with CARES Act (ESSER) and General Purpose Funds.

Motion was made by Dr. Grover May, second by Phil Isaacs to approve the Director of Schools, in consultation with legal counsel, to negotiate with Partners for Digital to provide digital curriculum for students for the 2020-2021 school year, to be paid with CARES Act (ESSER) and General Purpose Funds. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0 Online curriculum for our students. If we go digital we have a base curriculum for our teachers to use. It can also be used on campus for our students.

FOR YOUR INFORMATION

Jackson, Shields, Yeiser, Holt, Owen & Bryant Statement for the period ending May 31, 2020.

Elizabethton City Council Fiscal Year 2020/2021 Budget Approval letter for Elizabethton City Schools in the amount of \$2,400,000.00.

NEXT REGULARLY SCHEDULED BOARD MEETING

The next regularly scheduled Board Meeting will be held on Monday, August 24, 2020, at 6:30 p.m., in the Mack Pierce Board Room, Elizabethton City Schools Board of Education Offices, located at 804 S. Watauga Avenue, Elizabethton, Tennessee 37643.

ADJOURN

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

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Chairman of the Board  
Schools

Director of



		2020-21	2020-21	2020-21	2020-21	Unencumbered	July 2020-21
	Acct	Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance - YTD Act	Monthly Activity
141 E 71100	REGULAR INSTRUCTION PROGRAM	11,102,130.00	11,102,130.00	35,924.36	0.32	11,051,705.64	35,924.36
141 E 71200	SPECIAL EDUCATION PROGRAM	1,982,648.00	1,982,648.00	4,979.43	0.25	1,967,852.08	4,979.43
141 E 71300	VOCATIONAL EDUCATION PROGRAM	992,510.00	992,510.00	4,847.89	0.49	985,642.13	4,847.89
141 E 71400	STUDENT BODY EDUCATION PROGRAM	308,745.00	308,745.00	13,213.11	4.28	295,531.89	13,213.11
141 E 72110	ATTENDANCE	81,225.00	81,225.00	11,406.10	14.04	69,705.93	11,406.10
141 E 72120	HEALTH SERVICES	368,005.00	368,005.00	2,295.42	0.62	365,709.58	2,295.42
141 E 72130	OTHER STUDENT SUPPORT	802,633.00	802,633.00	790.74	0.10	758,842.26	790.74
141 E 72210	REGULAR INSTRUCTION PROGRAM	979,244.00	979,244.00	42,218.31	4.31	930,525.69	42,218.31
141 E 72220	SPECIAL EDUCATION PROGRAM	344,955.00	344,955.00	10,760.00	3.12	333,932.00	10,760.00
141 E 72230	VOCATIONAL EDUCATION PROGRAM	147,768.00	147,768.00	13,182.76	8.92	134,585.24	13,182.76
141 E 72250	TECHNOLOGY	462,713.00	462,713.00	22,991.55	4.97	434,627.63	22,991.55
141 E 72310	BOARD OF EDUCATION	475,300.00	475,300.00	222,810.50	46.88	250,491.00	222,810.50
141 E 72320	OFFICE OF THE SUPERINTENDENT	343,598.00	343,598.00	20,923.20	6.09	306,379.05	20,923.20
141 E 72410	OFFICE OF THE PRINCIPAL	1,545,129.00	1,545,129.00	52,518.67	3.40	1,492,610.33	52,518.67
141 E 72510	FISCAL SERVICES	282,861.00	282,861.00	26,355.03	9.32	253,505.97	26,355.03
141 E 72610	OPERATION OF PLANT	1,512,240.00	1,512,240.00	166,631.01	11.02	1,336,409.59	166,631.01
141 E 72620	MAINTENANCE OF PLANT	817,590.00	817,590.00	43,833.85	5.36	432,966.49	43,833.85
141 E 72710	TRANSPORTATION	441,895.00	441,895.00	37,022.47	8.38	361,390.53	37,022.47
141 E 73300	COMMUNITY SERVICES	216,552.00	216,552.00	2,868.27	1.32	203,440.21	2,868.27
141 E 73400	EARLY CHILDHOOD EDUCATION	404,779.00	404,779.00	6,730.00	1.66	396,038.00	6,730.00
141 E 76100	REGULAR CAPITAL OUTLAY	92,000.00	92,000.00	54,941.91	59.72	37,058.09	54,941.91
141 E 99100	OPERATING TRANSFERS	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
<b>Grand Expense Totals</b>		<b>23,709,520.00</b>	<b>23,709,520.00</b>	<b>797,244.58</b>	<b>3.36</b>	<b>22,403,949.33</b>	<b>797,244.58</b>

Number of Accounts: 472

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

Acct	2019-20	2019-20	2019-20	2019-20	Unencumbered	June 2019-20	
	Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance - YTD Act	Monthly Activity	
141 E 71100 --- --- -----	REGULAR INSTRUCTION PROGRAM	10,908,790.00	10,835,321.00	10,824,023.43	99.90	11,297.57	2,535,972.22
141 E 71200 --- --- -----	SPECIAL EDUCATION PROGRAM	1,891,699.00	1,938,304.00	1,894,680.61	97.75	43,623.39	445,901.79
141 E 71300 --- --- -----	VOCATIONAL EDUCATION PROGRAM	1,043,531.00	1,064,271.00	1,039,904.58	97.71	24,366.42	249,274.57
141 E 71400 --- --- -----	STUDENT BODY EDUCATION PROGRAM	306,665.00	312,990.00	309,652.78	98.93	3,337.22	-17,257.28
141 E 72110 --- --- -----	ATTENDANCE	80,677.00	95,002.00	89,096.65	93.78	5,905.35	4,759.45
141 E 72120 --- --- -----	HEALTH SERVICES	363,506.00	375,906.00	371,852.40	98.92	4,053.60	99,900.18
141 E 72130 --- --- -----	OTHER STUDENT SUPPORT	826,082.00	931,587.00	840,006.36	90.17	91,580.64	163,480.48
141 E 72210 --- --- -----	REGULAR INSTRUCTION PROGRAM	980,582.00	994,382.00	975,913.11	98.14	18,468.89	168,891.23
141 E 72220 --- --- -----	SPECIAL EDUCATION PROGRAM	345,226.00	331,426.00	313,051.90	94.46	18,374.10	22,045.27
141 E 72230 --- --- -----	VOCATIONAL EDUCATION PROGRAM	171,453.00	175,253.00	159,433.83	90.97	15,819.17	1,389.28
141 E 72250 --- --- -----	TECHNOLOGY	462,305.00	462,305.00	457,286.08	98.91	5,018.92	69,998.16
141 E 72310 --- --- -----	BOARD OF EDUCATION	471,490.00	460,715.00	449,933.17	97.66	10,781.83	26,821.41
141 E 72320 --- --- -----	OFFICE OF THE SUPERINTENDENT	334,203.00	352,003.00	346,308.00	98.38	5,695.00	65,737.03
141 E 72410 --- --- -----	OFFICE OF THE PRINCIPAL	1,451,621.00	1,539,296.00	1,527,003.92	99.20	12,292.08	230,219.71
141 E 72510 --- --- -----	FISCAL SERVICES	283,084.00	289,684.00	282,639.25	97.57	7,044.75	23,834.30
141 E 72610 --- --- -----	OPERATION OF PLANT	1,510,495.00	1,495,795.00	1,422,564.99	95.10	73,230.01	156,846.59
141 E 72620 --- --- -----	MAINTENANCE OF PLANT	835,941.00	986,162.00	938,389.52	95.16	47,772.48	126,937.66
141 E 72710 --- --- -----	TRANSPORTATION	491,214.00	531,129.00	503,215.79	94.74	27,913.21	37,248.44
141 E 73300 --- --- -----	COMMUNITY SERVICES	216,552.00	216,552.00	145,765.98	67.31	70,786.02	-24,408.23
141 E 73400 --- --- -----	EARLY CHILDHOOD EDUCATION	404,779.00	403,857.62	403,857.62	100.00	0.00	91,950.40
141 E 76100 --- --- -----	REGULAR CAPITAL OUTLAY	92,000.00	648,796.00	233,246.42	35.95	415,549.58	44,363.95
141 E 99100 --- --- -----	OPERATING TRANSFERS	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
<b>Grand Expense Totals</b>		<b>23,476,895.00</b>	<b>24,445,736.62</b>	<b>23,527,826.39</b>	<b>96.25</b>	<b>917,910.23</b>	<b>4,523,906.61</b>

Number of Accounts: 524

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			2019-20	2019-20	2019-20	2019-20	Unencumbered	June 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	3,110,432.38	100.34	-10,432.38	106,101.56
141 R 40120	000	TRUSTEE'S COLLECTIONS - PRIOR	82,000.00	82,000.00	80,401.61	98.05	1,598.39	110.06
141 R 40130	000	CIR CLK/CLK & MASTER COLLECTIO	18,000.00	23,200.00	28,527.57	122.96	-5,327.57	10,342.18
141 R 40140	000	INTEREST AND PENALTY	23,000.00	26,100.00	29,352.84	112.46	-3,252.84	5,279.21
141 R 40162	000	PAYMENTS IN LIEU OF TAXES-LOCA	62,500.00	62,500.00	57,379.55	91.81	5,120.45	57,379.55
141 R 40163	000	PAYMENTS IN LIEU OF TAXES - OT	4,000.00	4,000.00	1,029.65	25.74	2,970.35	0.00
141 R 40210	000	LOCAL OPTION SALES TAX	2,200,000.00	2,400,000.00	2,434,858.45	101.45	-34,858.45	784,802.36
141 R 40275	000	MIXED DRINK TAX	16,000.00	17,000.00	17,824.28	104.85	-824.28	2,982.21
141 R 40320	000	BANK EXCISE TAX	20,550.00	30,700.00	30,666.76	99.89	33.24	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	459.81	76.64	140.19	27.14
141 R 43511	000	TUITION - REGULAR DAY STUDENTS	310,000.00	313,750.00	313,960.08	100.07	-210.08	13,997.14
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	127,158.36	57.14	95,393.64	1,887.15
141 R 44110	000	INVESTMENT INCOME	26,000.00	23,500.00	22,541.30	95.92	958.70	2,935.60
141 R 44120	000	LEASE/RENTALS	1,000.00	1,000.00	50.00	5.00	950.00	-100.00
141 R 44170	000	MISCELLANEOUS REFUNDS	0.00	0.00	0.00	0.00	0.00	-74,195.26
141 R 44990	000	OTHER LOCAL REVENUES	300.00	395,795.00	395,795.71	100.00	-0.71	1,000.00
141 R 46511	000	BASIC EDUCATION PROGRAM	14,066,000.00	14,127,000.00	14,124,750.00	99.98	2,250.00	1,383,450.00
141 R 46515	000	EARLY CHILDHOOD EDUCATION	404,779.00	403,857.62	403,857.62	100.00	0.00	93,555.74
141 R 46550	000	DRIVER EDUCATION	8,250.00	12,100.00	12,088.91	99.91	11.09	0.00
141 R 46590	000	OTHER STATE EDUCATION FUNDS	86,250.00	92,425.00	92,411.45	99.99	13.55	29,520.16
141 R 46610	000	CAREER LADDER PROGRAM	41,359.00	33,192.00	32,884.68	99.07	307.32	10,322.29
141 R 46980	000	OTHER STATE GRANTS	132,580.00	309,480.00	215,411.02	69.60	94,068.98	57,445.31
141 R 46990	000	OTHER STATE REVENUES	113,000.00	113,000.00	112,180.06	99.27	819.94	112,180.06
141 R 48610	000	DONATIONS	25,200.00	51,480.00	41,401.69	80.42	10,078.31	3,107.22
141 R 49800	000	OPERATING TRANSFERS	37,200.00	32,200.00	32,200.00	100.00	0.00	27,950.00
141 R 49810	000	CITY GENERAL FUND TRANSFER	2,400,000.00	2,400,000.00	2,400,000.00	100.00	0.00	200,000.00
Grand Revenue Totals			23,476,895.00	24,278,206.62	24,117,623.78	99.34	160,582.84	2,830,079.68

Number of Accounts: 44

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

		2020-21	2020-21	2020-21	2020-21	Unencumbered	July 2020-21	
<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>	
141 R 40110	000	CURRENT PROPERTY TAX	3,100,000.00	3,100,000.00	0.00	0.00	3,100,000.00	0.00
141 R 40120	000	TRUSTEE'S COLLECTIONS - PRIOR	83,000.00	83,000.00	0.00	0.00	83,000.00	0.00
141 R 40130	000	CIR CLK/CLK & MASTER COLLECTIO	18,500.00	18,500.00	0.00	0.00	18,500.00	0.00
141 R 40140	000	INTEREST AND PENALTY	24,000.00	24,000.00	0.00	0.00	24,000.00	0.00
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	0.00	0.00	4,000.00	0.00
141 R 40210	000	LOCAL OPTION SALES TAX	2,300,000.00	2,300,000.00	0.00	0.00	2,300,000.00	0.00
141 R 40275	000	MIXED DRINK TAX	18,000.00	18,000.00	0.00	0.00	18,000.00	0.00
141 R 40320	000	BANK EXCISE TAX	30,550.00	30,550.00	0.00	0.00	30,550.00	0.00
141 R 41110	000	MARRIAGE LICENSES	600.00	600.00	0.00	0.00	600.00	0.00
141 R 43511	000	TUITION - REGULAR DAY STUDENTS	310,000.00	310,000.00	101.65	0.03	309,898.35	101.65
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	450.00	0.20	222,102.00	450.00
141 R 44110	000	INVESTMENT INCOME	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00
141 R 44120	000	LEASE/RENTALS	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
141 R 44170	000	MISCELLANEOUS REFUNDS	0.00	0.00	9,655.90	0.00	-9,655.90	9,655.90
141 R 44990	000	OTHER LOCAL REVENUES	200.00	200.00	0.00	0.00	200.00	0.00
141 R 46511	000	BASIC EDUCATION PROGRAM	14,346,000.00	14,346,000.00	0.00	0.00	14,346,000.00	0.00
141 R 46515	000	EARLY CHILDHOOD EDUCATION	404,779.00	404,779.00	0.00	0.00	404,779.00	0.00
141 R 46550	000	DRIVER EDUCATION	6,500.00	6,500.00	0.00	0.00	6,500.00	0.00
141 R 46590	000	OTHER STATE EDUCATION FUNDS	92,000.00	92,000.00	0.00	0.00	92,000.00	0.00
141 R 46610	000	CAREER LADDER PROGRAM	41,359.00	41,359.00	0.00	0.00	41,359.00	0.00
141 R 46980	000	OTHER STATE GRANTS	55,540.00	55,540.00	0.00	0.00	55,540.00	0.00
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	2,525.00	10.02	22,675.00	2,525.00
141 R 49800	000	OPERATING TRANSFERS	29,490.00	29,490.00	0.00	0.00	29,490.00	0.00
141 R 49810	000	CITY GENERAL FUND TRANSFER	2,400,000.00	2,400,000.00	200,000.00	8.33	2,200,000.00	200,000.00
<b>Grand Revenue Totals</b>			23,709,520.00	23,709,520.00	212,732.55	0.90	23,496,787.45	212,732.55

Number of Accounts: 33

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

		2020-21	2020-21	2020-21	2020-21	Unencumbered	July 2020-21
	Acct	Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance - YTD Act	Monthly Activity
142 E 71100	REGULAR INSTRUCTION PROGRAM	700,595.00	700,595.00	168,644.54	24.07	368,952.46	168,644.54
142 E 71200	SPECIAL EDUCATION PROGRAM	571,672.00	571,672.00	0.00	0.00	571,672.00	0.00
142 E 71300	VOCATIONAL EDUCATION PROGRAM	25,268.00	25,268.00	0.00	0.00	25,268.00	0.00
142 E 72130	OTHER STUDENT SUPPORT	99,402.00	99,402.00	3,528.02	3.55	95,873.98	3,528.02
142 E 72210	REGULAR INSTRUCTION PROGRAM	209,768.00	209,768.00	9,203.91	4.39	200,464.09	9,203.91
142 E 72220	SPECIAL EDUCATION PROGRAM	54,215.00	54,215.00	0.00	0.00	54,215.00	0.00
142 E 72230	VOCATIONAL EDUCATION PROGRAM	2,119.00	2,119.00	100.00	4.72	2,019.00	100.00
142 E 73300	COMMUNITY SERVICES	141,084.00	141,084.00	4,153.86	2.94	136,930.14	4,153.86
142 E 99100	OPERATING TRANSFERS	25,490.00	25,490.00	0.00	0.00	25,490.00	0.00
<b>Grand Expense Totals</b>		<b>1,829,613.00</b>	<b>1,829,613.00</b>	<b>185,630.33</b>	<b>10.15</b>	<b>1,480,884.67</b>	<b>185,630.33</b>

Number of Accounts: 91

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

		2019-20	2019-20	2019-20	2019-20	Unencumbered	June 2019-20
	Acct	Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance - YTD Act	Monthly Activity
142 E 71100	REGULAR INSTRUCTION PROGRAM	690,334.00	829,043.71	700,304.23	84.47	128,739.48	162,460.49
142 E 71200	SPECIAL EDUCATION PROGRAM	563,956.00	622,074.71	596,300.85	95.86	25,773.86	136,806.53
142 E 71300	VOCATIONAL EDUCATION PROGRAM	24,899.00	47,726.98	38,876.35	81.46	8,850.63	15,240.81
142 E 72130	OTHER STUDENT SUPPORT	94,083.00	99,834.60	79,568.45	79.70	20,266.15	8,561.76
142 E 72210	REGULAR INSTRUCTION PROGRAM	196,679.00	291,570.49	193,882.08	66.50	97,688.41	36,534.28
142 E 72220	SPECIAL EDUCATION PROGRAM	79,161.00	79,199.28	68,356.16	86.31	10,843.12	14,670.18
142 E 72230	VOCATIONAL EDUCATION PROGRAM	2,003.00	2,119.00	2,200.65	103.85	-81.65	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	141,084.00	100.00	0.00	8,599.28
142 E 76100	REGULAR CAPITAL OUTLAY	0.00	470,662.00	35,558.64	7.56	435,103.36	0.00
142 E 99100	OPERATING TRANSFERS	32,200.00	32,200.00	32,200.00	100.00	0.00	27,950.00
<b>Grand Expense Totals</b>		<b>1,826,152.00</b>	<b>2,615,514.77</b>	<b>1,888,331.41</b>	<b>72.20</b>	<b>727,183.36</b>	<b>410,823.33</b>

Number of Accounts: 150

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

		2020-21	2020-21	2020-21	2020-21	Unencumbered	July 2020-21	
<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	107,695.00	107,695.00	0.00	0.00	107,695.00	0.00
142 R 47189	OCA	EISENHOWER PROF DEVELOPMENT ST	13,000.00	13,000.00	0.00	0.00	13,000.00	0.00
142 R 47131	OCP	VOCATIONAL EDUC - BASIC GRANTS	42,387.00	42,387.00	0.00	0.00	42,387.00	0.00
142 R 47143	OID	SPECIAL EDUCATION - GRANTS TO	556,598.00	556,598.00	0.00	0.00	556,598.00	0.00
142 R 47145	OPS	SPECIAL EDUCATION PRESCHOOL GR	15,074.00	15,074.00	0.00	0.00	15,074.00	0.00
142 R 47141	OT1	TITLE 1 GRANTS TO LOCAL EDUC A	677,518.00	677,518.00	0.00	0.00	677,518.00	0.00
142 R 47590	OT1	OTHER FEDERAL THROUGH STATE	58,404.00	58,404.00	0.00	0.00	58,404.00	0.00
142 R 47189	OT2	EISENHOWER PROF DEVELOPMENT ST	81,123.00	81,123.00	0.00	0.00	81,123.00	0.00
142 R 47590	OVR	OTHER FEDERAL THROUGH STATE	42,335.00	42,335.00	0.00	0.00	42,335.00	0.00
142 R 47147	21C	SAFE AND DRUG-FREE SCHOOLS-ST	145,334.00	145,334.00	0.00	0.00	145,334.00	0.00
142 R 47143	890	SPECIAL EDUCATION - GRANTS TO	54,215.00	54,215.00	0.00	0.00	54,215.00	0.00
142 R 47143	895	SPECIAL EDUCATION - GRANTS TO	0.00	0.00	-4,263.64	0.00	4,263.64	-4,263.64
142 R 47143	IDS	SPECIAL EDUCATION - GRANTS TO	0.00	0.00	4,263.64	0.00	-4,263.64	4,263.64
142 R 47141	T1N	TITLE 1 GRANTS TO LOCAL EDUC A	35,930.00	35,930.00	0.00	0.00	35,930.00	0.00
<b>Grand Revenue Totals</b>			1,829,613.00	1,829,613.00	0.00	0.00	1,829,613.00	0.00

Number of Accounts: 14

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

		2019-20	2019-20	2019-20	2019-20	Unencumbered	June 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	106,386.13	96.00	4,434.87	12,518.39
142 R 47189	OCA	EISENHOWER PROF DEVELOPMENT ST	16,000.00	13,000.00	12,671.88	97.48	328.12	-11,994.60
142 R 47131	OCP	VOCATIONAL EDUC - BASIC GRANTS	40,067.00	42,386.58	42,386.58	100.00	0.00	-21,832.22
142 R 47143	OID	SPECIAL EDUCATION - GRANTS TO	544,835.00	594,847.93	583,937.59	98.17	10,910.34	133,843.26
142 R 47145	OPS	SPECIAL EDUCATION PRESCHOOL GR	12,716.00	15,321.78	11,379.68	74.27	3,942.10	2,885.30
142 R 47141	OT1	TITLE 1 GRANTS TO LOCAL EDUC A	654,548.00	825,132.94	676,719.76	82.01	148,413.18	178,462.44
142 R 47590	OT1	OTHER FEDERAL THROUGH STATE	58,615.00	77,524.77	63,083.56	81.37	14,441.21	16,765.23
142 R 47189	OT2	EISENHOWER PROF DEVELOPMENT ST	59,332.00	128,397.52	66,356.04	51.68	62,041.48	24,793.29
142 R 47590	OVR	OTHER FEDERAL THROUGH STATE	42,467.00	42,467.00	42,201.05	99.37	265.95	5,733.51
142 R 47147	21C	SAFE AND DRUG-FREE SCHOOLS-ST	145,334.00	145,334.00	145,334.00	100.00	0.00	34,972.54
142 R 47143	890	SPECIAL EDUCATION - GRANTS TO	0.00	77,450.00	64,998.13	83.92	12,451.87	14,670.18
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	4,457.50	30.90	9,967.50	4,457.50
142 R 47990	CPS	OTHER DIRECT FEDERAL REVENUE	0.00	470,662.00	35,558.64	7.56	435,103.36	35,558.64
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	0.00
142 R 47143	IDT	SPECIAL EDUCATION - GRANTS TO	0.00	5,500.00	77.97	1.42	5,422.03	77.97
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	28,519.26	64.68	15,570.71	4,835.26
<b>Grand Revenue Totals</b>			1,826,152.00	2,615,514.77	1,888,331.41	72.20	727,183.36	435,746.69

Number of Accounts: 19

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

		2020-21	2020-21	2020-21	2020-21	Unencumbered	July 2020-21
	<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 E 73100 --- --- ----- ---	FOOD SERVICE	1,176,125.00	1,176,125.00	17,752.25	1.51	1,158,372.75	17,752.25
<hr/> Grand Expense Totals		1,176,125.00	1,176,125.00	17,752.25	1.51	1,158,372.75	17,752.25

Number of Accounts: 82

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

		2019-20	2019-20	2019-20	2019-20	Unencumbered	June 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 E 73100 --- --- ----- ---	FOOD SERVICE	1,220,075.00	1,129,400.00	1,101,464.90	97.53	27,935.10	18,793.98
<hr/> Grand Expense Totals		1,220,075.00	1,129,400.00	1,101,464.90	97.53	27,935.10	18,793.98

Number of Accounts: 92

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

		2020-21	2020-21	2020-21	2020-21	Unencumbered	July 2020-21	
<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	170,000.00	170,000.00	140.00	0.08	169,860.00	140.00
143 R 43522	000	LUNCH PAYMENTS - ADULTS	22,150.00	22,150.00	0.00	0.00	22,150.00	0.00
143 R 43523	000	INCOME FROM BREAKFAST	725.00	725.00	0.00	0.00	725.00	0.00
143 R 43525	000	A LA CARTE SALES	34,250.00	34,250.00	0.00	0.00	34,250.00	0.00
143 R 43990	000	OTHER CHARGES FOR SERVICES	13,000.00	13,000.00	0.00	0.00	13,000.00	0.00
143 R 44110	000	INVESTMENT INCOME	3,750.00	3,750.00	0.00	0.00	3,750.00	0.00
143 R 46520	000	SCHOOL FOOD SERVICE	10,750.00	10,750.00	0.00	0.00	10,750.00	0.00
143 R 47111	000	USDA SCHOOL LUNCH PROGRAM	556,500.00	556,500.00	0.00	0.00	556,500.00	0.00
143 R 47112	000	USDA COMMODITIES	93,500.00	93,500.00	0.00	0.00	93,500.00	0.00
143 R 47113	000	USDA BREAKFAST	253,500.00	253,500.00	0.00	0.00	253,500.00	0.00
143 R 47114	000	USDA - ESP SNACK PROGRAM	18,000.00	18,000.00	0.00	0.00	18,000.00	0.00
Grand Revenue Totals			1,176,125.00	1,176,125.00	140.00	0.01	1,175,985.00	140.00

Number of Accounts: 40

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

		2019-20	2019-20	2019-20	2019-20	Unencumbered	June 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	156,409.00	96.25	6,091.00	10,896.11
143 R 43522	000	LUNCH PAYMENTS - ADULTS	23,900.00	23,900.00	20,019.64	83.76	3,880.36	1,738.88
143 R 43523	000	INCOOME FROM BREAKFAST	775.00	775.00	384.40	49.60	390.60	0.00
143 R 43525	000	A LA CARTE SALES	41,250.00	41,250.00	27,065.00	65.61	14,185.00	-18.50
143 R 43990	000	OTHER CHARGES FOR SERVICES	13,150.00	13,150.00	8,640.99	65.71	4,509.01	418.30
143 R 44110	000	INVESTMENT INCOME	4,000.00	4,000.00	3,922.82	98.07	77.18	191.80
143 R 44170	000	MISCELLANEOUS REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00
143 R 44990	000	OTHER LOCAL REVENUES	0.00	0.00	0.00	0.00	0.00	-418.30
143 R 46520	000	SCHOOL FOOD SERVICE	10,500.00	10,600.00	10,596.99	99.97	3.01	0.00
143 R 47111	000	USDA SCHOOL LUNCH PROGRAM	581,000.00	531,000.00	490,848.18	92.44	40,151.82	80,577.00
143 R 47112	000	USDA COMMODITIES	93,500.00	93,500.00	67,680.25	72.39	25,819.75	854.32
143 R 47113	000	USDA BREAKFAST	271,500.00	230,725.00	240,352.79	104.17	-9,627.79	49,325.44
143 R 47114	000	USDA - ESP SNACK PROGRAM	18,000.00	18,000.00	12,842.55	71.35	5,157.45	0.00
<b>Grand Revenue Totals</b>			1,220,075.00	1,129,400.00	1,038,762.61	91.97	90,637.39	143,565.05

Number of Accounts: 48

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

# Elizabethton Board of Education

Monitoring: <b>Review: Annually, in January</b>	Descriptor Term: <b>FFCRA LEAVE</b>	Descriptor Code: <b>5.3051</b>	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

## 1 *General*<sup>1</sup>

2 Under the Families First Coronavirus Response Act (FFCRA), this policy will be in effect from April 2,  
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 **Insurance Specialist** if they have  
6 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:<sup>2</sup>

- 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.<sup>3</sup>

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.<sup>4</sup> 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.<sup>5</sup> The amount of leave available  
15 may be impacted by any prior use of FMLA.<sup>6</sup>

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.<sup>7</sup>

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### 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

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### Cross References

Sick Leave 5.302  
Family and Medical Leave 5.305

# ELIZABETHTON CITY SCHOOLS

## 2020 K-12 CALENDAR 2021

AUGUST 2020					SEPTEMBER 2020					OCTOBER 2020				
MON	TUE	WED	THU	FRI	MON	TUE	WED	THU	FRI	MON	TUE	WED	THU	FRI
3 TEACHER INSERVICE DAY	4 TEACHER WORKDAY	5 TEACHER WORKDAY	6 ELECTION DAY TEACHER WORKDAY	7 TEACHER INSERVICE DAY		1	2	3	4 PR				1	2
10 LAST NAMES A-D	11 LAST NAMES E-H	12 LAST NAMES I-N	13 LAST NAMES O-S	14 LAST NAMES T-Z	7 LABOR DAY	8	9	10	11	5	6	7 X	8	9
STAGGERED RE-ENTRY														
17	18	19	20	21	14	15	16	17	18	12	13	14	15	16
24	25	26	27	28	21	22	23	24	25 PARENT TEACHER CONF.	19	20	21	22	23
31					28	29	30			26	27	28	29	30
NOVEMBER 2020					DECEMBER 2020					JANUARY 2021				
MON	TUE	WED	THU	FRI	MON	TUE	WED	THU	FRI	MON	TUE	WED	THU	FRI
2 PD DAY	3 ELECTION DAY PD DAY	4	5	6		1	2	3	4					1
9	10	11	12	13	7	8	9	10	11	4 TEACHER WORKDAY	5 PD DAY	6	7	8
16 PR	17	18	19	20	14	15	16	17	18 X	11	12	13	14	15
23	24	25	26	27	21	22	23	24	25	18 MARTIN LUTHER KING DAY	19	20	21	22
30					28	29	30	31		25	26	27	28	29
THANKSGIVING					CHRISTMAS BREAK									
FEBRUARY 2021					MARCH 2021					APRIL 2021				
MON	TUE	WED	THU	FRI	MON	TUE	WED	THU	FRI	MON	TUE	WED	THU	FRI
1	2	3	4	5 PR	1	2	3	4	5				1	2 GOOD FRIDAY
8	9	10	11	12	8	9	10	11	12	5 PD DAY	6	7	8	9
15 PD DAY	16 PD DAY	17	18	19	15	16	17	18	19	12	13	14	15	16
22	23	24	25	26	22	23	24	25	26	19	20	21	22	23
					29	30	31					PR		
					SPRING BREAK									
MAY 2021					KEY									
MON	TUE	WED	THU	FRI	<p>1ST SEM DAYS: 84    2ND SEM. DAYS: 89</p> <p>173 - STUDENT DAYS    7 - PROF. DEV. DAYS    180 - TOTAL DAYS</p> <p>4 - TEACHER WORKDAYS    3 - ALT. INSERVICE DAYS</p> <p>2 - TEACHER INSERVICE    HOLIDAYS AND BREAKS</p> <p>7 - PROF. DEV. DAYS    STAGGERED RE-ENTRY</p> <p>3 - ABBREVIATED DAYS: GRADES K-5 (8:00 - 11:46 AM); GRADES 6-12 (7:45-11:16 AM)</p> <p>1 - P/T CONF. DAY: GRADES K-5 (8:00 - 11:00 / 12:00 - 3:00); GRADES 6-12 (7:45 - 11:00 / 12:00 - 2:45); (LUNCH FROM 11:00 - 12:00)</p> <p>PR - PROGRESS REPORTS    6 - STOCKPILED INCLEMENT WEATHER DAYS</p> <p>X - END OF GRADING PERIOD</p> <p>🔔 - FIRST/LAST STUDENT DAY</p> <p style="text-align: right;">BOARD APPROVAL DATE: 12/17/19</p>									
3	4	5	6	7										
10 PD DAY	11	12	13	14										
17	18	19	20	21										
24	25 X	26	27	28										
31 MEMORIAL DAY														

## AGREEMENT FOR SERVICES

This Agreement for Services ("Agreement") is entered by and between Elizabethton City Schools ("District"), having an office at 804 South Watauga Avenue, Elizabethton, TN, 37643; and Partners for Digital Learning ("Provider"), having an office at PO Box 901 Hixon, TN 37379; each a "Party" and together, the "Parties".

### INTRODUCTION

**WHEREAS**, District seeks to expand online learning opportunities for its students; and

**WHEREAS** Provider represents and warrants that it has the expertise, experience, capability and licensure needed to competently deliver standards-based curriculum through an online platform to the District's students; and

**WHEREAS**, District desires that Provider render its services to the District and Provider agrees to do so;

**NOW, THEREFORE**, in consideration of the premises and mutual agreements hereinafter set forth, the sufficiency whereof is hereby acknowledged, the Parties agree as follows:

### TERMS

1. **Scope of Services.** Subject to the terms of this Agreement, Provider will render services as described in the Statement of Work which is attached hereto as Exhibit A. Where terms of the Statement of Work conflict with the Agreement, the Agreement shall prevail.

2. **Term.** The term of this Agreement is effective as of the date executed by both Parties or, if executed on different dates, the latter thereof ("Effective Date"); and shall terminate on July 31, 2021 unless renewed in the sole discretion of the District, provided, however, that Provider must be notified in writing at least fifteen (15) business days before expiration of the initial term or any renewal term that the District does not wish to renew. Business day shall mean any day the District's administrative offices are open for business.

3. **Fees and Payment Terms.** In consideration for Provider's services, the District agrees to pay the non-consortium price identified in section 7.0 of the Statement of Work, unless consortium pricing is available. Any other charges to District must be agreed to in writing by the District's Primary Point of Contact named pursuant to section 4.1 in the Statement of Work. All invoices must clearly document that basis of charges therein. District will remit payment within thirty (30) days of receipt of Provider's invoice.

4. **Provider Content.** Provider represents and warrants that content provided to the District does not and will not violate third-party rights of any kind, including, but not limited to, intellectual property rights. Any loss or damage that results from Provider's content is solely Provider's responsibility. Except as expressly set forth herein, District does not obtain any rights to the Provider's content, software, platform or technology.

- 5. Data Use and Management.** "Data" includes all Personally Identifiable Information (PII) and other non--public information. Data include, but are not limited to, student data, metadata, and user content.
- a. Provider will only collect and/or use Data necessary to fulfill its duties as outlined in this Agreement. Provider is prohibited from mining Data for any purposes other than those agreed to by the Parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.
  - b. All Data relating to District's students and/or employees used by Provider in conjunction with its services shall at all times be treated as confidential and will not be copied, used or disclosed by Provider for any purpose other than the specific purpose(s) outlined in this Agreement."
  - c. Provider will take all reasonable physical, administrative and technical safeguards to protect the confidentiality of information maintained physically, electronically or otherwise. Provider agrees that it will immediately notify District of any breach of confidentiality or other violation of law and will reasonably cooperate with any remedial efforts taken by District. Upon expiration or termination of this Agreement, Provider shall return to the District all personally identifiable or otherwise confidential information provided by the District or its agents, and if not returnable, shall identify such information to the District and provide written assurance to the District that the information is destroyed. Provider acknowledges and agrees that its employees understand the obligations of confidentiality of Data.
  - d. Provider will not change how Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from the District.
  - e. Provider may use de--identified Data to improve its services or for research and product development. De--identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, names, ID numbers, dates of birth, and demographic information or location information. Furthermore, Provider agrees not to attempt to re--identify Data that has been de--identified and not to transfer de--identified Data to any party without consent of the District.
  - f. District understands that Provider will rely on one or more subcontractors to perform services under this Agreement. Provider agrees to share the names of these subcontractors with District upon request. Provider will ensure that all subcontractors and/or successor entities of Provider will be subject to the terms of this Agreement.
  - g. Provider will ensure that all Data in its possession and in the possession of any subcontractors or agents to which the Provider may have transferred Data, are destroyed or transferred to the District under the direction of the District when the Data are no longer needed for their specified purpose.
  - h. The Parties agree that all rights, including intellectual property rights for content provided by the District content, shall remain the exclusive property of the District, and Provider has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Provider any rights, implied or

otherwise, to Data, content, or intellectual property of the District, except as expressly stated in the Agreement.

## **6. Legal Compliance.**

- a. Provider warrants that it is familiar with and agrees to comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations in the performance of its duties under the Agreement. These laws specifically include, but are not limited to, the Family Education Rights and Privacy Act of 1974 (20 U.S.C. 1232g) ("FERPA"), the Tennessee Data Accessibility, Transparency and Accountability Act (Tenn. Code Ann. 5 49-1-703), Tennessee's mandatory child abuse and child sexual abuse reporting laws (Tenn. Code Ann. SS 37-1-403; 37-1-605) and all administrative rules and regulations accompanying these laws. Provider agrees to cooperate with the District as required by these laws in the performance of its duties under this Agreement.
- b. Provider is hereby deemed a "school official with a legitimate educational interest" in Data in accordance with the Family Educational Rights and Privacy Act ("FERPA"). Provider agrees to comply with FERPA and all applicable state and federal laws and regulations relating to the confidentiality of personally identifiable student Data. Provider further agrees to assist District by providing Data or student records, if any, for which a parent, guardian or eligible student requests review.
- c. Provider shall comply with all provisions of Tennessee Code Annotated § 49-5-413(d), including but not limited to requiring a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee who may have direct contact with school children or who will come on or about school property when children are present. Provider shall ensure no employees of Provider who may have direct contact with school children or who will come on or about school property when children are present has been determined by the department of children's services or a court of law to have committed child abuse, severe child abuse, child sexual abuse, or child neglect pursuant to title 37. Provider shall ensure any subcontractors comply with the requirements of this paragraph.
- d. Provider hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subject to discrimination in the performance of this Agreement or in the employment practices of Provider on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law.

**7. Other Terms of Service.** Provider shall not require that students, parents or others who are permitted to access Provider's services agree to any additional terms of service.

**8. Independent Contractor.** The Parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement. Neither Party is authorized to make any representation, contract, or commitment on behalf of the other Party. Provider will be responsible for compensating its employees in accordance with state and federal law. Provider represents and warrants that, to Provider's knowledge, it has complied with all Federal, state and local laws regarding business permits and licenses that may be required to perform the services set forth in this Agreement.

**9. Insurance.** Provider agrees and represents that it will obtain, pay the premium for, and continuously carry insurance for itself and for each individual who provides services pursuant to this Agreement. Such coverage shall include, but is not limited to, professional liability and comprehensive general liability insurance sufficient to assure its obligations herein. All insurance policies required to be procured by Provider shall be issued by responsible insurance companies licensed to do business in the state of Tennessee. If permitted by the insurer, District shall be named an additional insured on the policy(ies).

**10. Hold Harmless.** Provider agrees to indemnify and hold harmless the District, its board members, administrators, agents and employees against any and all losses, consequential damages, incidental damages, injuries, claims, actions, causes of action, judgments or liens arising from, or alleged to have arisen from the negligent or intentional acts of Provider, its officers, agents, or employees in connection with the services.

**11. Termination.** This Agreement may be terminated by Provider prior to its expiration: (a) if District defaults in the timely payment of any amounts due Provider and fails to cure within 10 days of receipt of written notice of non-payment. The Agreement may be terminated by either Party in the event of a material breach by the other Party of any provision of this Agreement that is not corrected within thirty (30) days of written notice of breach.

**12. Notices.** Any notice required or permitted to be given pursuant to this Agreement shall be valid only if in writing and shall be deemed to have been duly given (a) when personally delivered, (b) when transmitted by fax if confirmation of receipt is printed out on the sending fax machine, (c) when transmitted by e-mail with a request for acknowledgement of receipt and actual acknowledgement, or (d) three business days after being mailed by certified mail, postage prepaid, addressed to the Party receiving notice at the address listed in the opening paragraph of this Agreement, unless that person otherwise notifies the other Party in accordance with this Section of a change of address.

**13. Dispute Resolution.** The Parties agree that any and all disputes, claims, or demands in any way arising out of or relating to this Agreement shall be resolved, first by informal discussion between management designees of each Party, and then if unresolved, to the fullest extent permitted by law, by litigation in the courts of Carter County, Tennessee, provided, however, that the Parties may mutually agree to mediate their dispute through a Tennessee Supreme Court listed mediator prior to filing litigation. Costs of mediation, if any, shall be shared equally by the Parties but each Party shall be responsible for its own legal fees. If litigation occurs, the Parties waive any right to a trial by jury. The prevailing Party in any litigation shall be entitled to costs, including, but not limited to, reasonable attorney fees.

**14. Force Majeure.** Neither Party shall have liability to the other Party for any failure or delay due to circumstances beyond its reasonable control, including acts of God or nature, fires, floods, strikes, civil disturbances or terrorism or interruptions in power, communications, satellites, the Internet or any other network, but such failure or delay shall not be construed to include school closure due to serious outbreak of disease or illness.

**15. Assignment.** Provider will not assign, transfer, mortgage, encumber, lease, or sublicense this Agreement without the prior written consent of District. Provider's rights and obligations under this agreement will bind and inure to the benefit of its successors and any assigns permitted by District.

**16. No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties hereto, and their respective successors and permitted assigns. No provision of this Agreement shall be deemed to confer upon other third parties any remedy, claim, reimbursement, cause of action or other right.

**17. Waiver.** Each Party agrees that no failure or delay by the other Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

**18. Severability.** If any provision of this Agreement is found or declared to be invalid or unenforceable by any court having jurisdiction, such finding or declaration shall not invalidate any other provision hereof, and this Agreement shall thereafter continue in full force and effect except that such invalid or unenforceable provision, and (if necessary) other provisions hereof, shall be reformed by a court of competent jurisdiction so as to effect insofar as is practicable the intention of the Parties as set forth in this Agreement. Provided, that if such court is unable or unwilling to effect such reformation, the invalid or unenforceable provision shall be deemed deleted to the same extent as if it had never existed.

**19. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings between the Parties, whether oral or written. No amendment to this agreement shall be binding on either Party unless such amendment is in writing and is executed by authorized representatives of both Parties to this Agreement. No provision of this Agreement shall be construed for or against either of the Parties based on whether it or its representative drafted this Agreement.

**20. Survival.** All provisions herein requiring maintenance of Data confidentiality shall survive the termination or expiration of this Agreement.

**21. Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee and any applicable federal trademark, copyright and/or patent laws. The exclusive forum for any lawsuit or legal action that arises in whole or part out of this Agreement shall be the courts of appropriate jurisdiction for Carter County, Tennessee, and Provider hereby consents to the personal jurisdiction of said courts.

**22. Counterparts and Signatures.** This Agreement may be executed in any number of counterparts, all of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The Parties agree that facsimile or PDF signatures when attached to this Agreement shall bear the same legal import as original signatures on one document.

**23. Headings.** Section headings in this Agreement are for convenience of reference only and shall not govern the interpretation of any of the provisions of this Agreement.

*IN WITNESS WHEREOF*, the undersigned have agreed to the terms and conditions of this Agreement as of the Effective Date.

[Signature Page Follows]

**PARTNERS FOR DIGITAL LEARNING**

Wendy L Oliver Date: 7/28/2020  
Name: Wendy L Oliver  
Title: Managing Partner

**ELIZABETHTON CITY SCHOOLS**

Richard VanHuss Date: 7/28/20  
Richard VanHuss  
Director, Elizabethton City Schools

# ELIZABETHTON CITY SCHOOLS

## REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

The following items are hereby declared surplus property/equipment of no value or valued at less than \$250.00. Since these items are no longer useful to the Elizabethton City School System, they may be sold at a fair price to any person interested in purchasing them, given away or disposal may be made in an appropriate manner.

ITEM: HP Laserjet P1006 printer  
Does not work  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INVENTORY TAG NUMBER: 2026

METHOD OF SALE/DISPOSAL: \_\_\_\_\_

SCHOOL/BUILDING WHERE ITEM IS HOUSED East Side Elem

SALE/DISPOSAL AUTHORIZED BY: [Signature] DATE: 8/6/20  
Principal

AUTHORIZED BY: [Signature] DATE: 8/7/20  
Director of Schools

AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Board Chairman

K. Digger

# ELIZABETHTON CITY SCHOOLS

## REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

The following items are hereby declared surplus property/equipment of no value or valued at less than \$250.00. Since these items are no longer useful to the Elizabethton City School System, they may be sold at a fair price to any person interested in purchasing them, given away or disposal may be made in an appropriate manner.

ITEM:

Dean Vaughn Medical Terminology  
350 VHS tapes (#15 tapes)

INVENTORY

TAG NUMBER:

N/A

METHOD OF  
SALE/DISPOSAL:

disposal / garbage

SCHOOL/BUILDING  
WHERE ITEM IS  
HOUSED

EHS - CTE Dept

SALE/DISPOSAL  
AUTHORIZED BY:

[Signature]  
Principal

DATE: 8/4/20

AUTHORIZED BY:

[Signature]  
Director of Schools

DATE: 8/7/20

AUTHORIZED BY:

Board Chairman

DATE: \_\_\_\_\_

# ELIZABETHTON CITY SCHOOLS

## REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

The following items are hereby declared surplus property/equipment of no value or valued at less than \$250.00. Since these items are no longer useful to the Elizabethton City School System, they may be sold at a fair price to any person interested in purchasing them, given away or disposal may be made in an appropriate manner.

ITEM: Silver Table in Classroom with vise  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INVENTORY TAG NUMBER: N/A

METHOD OF SALE/DISPOSAL: \_\_\_\_\_

SCHOOL/BUILDING WHERE ITEM IS HOUSED: Auto Shop Classroom

SALE/DISPOSAL AUTHORIZED BY: *Ben Albert* DATE: 8/4/20  
Principal

AUTHORIZED BY: *[Signature]* DATE: 8/7/20  
Director of Schools

AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Board Chairman

# ELIZABETHTON CITY SCHOOLS

## REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

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ITEM: ABC Circle Rug, not useable  
any longer.

INVENTORY TAG NUMBER: WELC 2631

METHOD OF SALE/DISPOSAL: Trash

SALE/DISPOSAL AUTHORIZED BY: [Signature] DATE: 7/8/20  
Principal

AUTHORIZED BY: [Signature] DATE: \_\_\_\_\_  
Director of Schools

AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Board Chairman

# ELIZABETHTON CITY SCHOOLS

## REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

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ITEM: Wonders Reading Writing Workshop  
Literature Anthology textbooks  
\_\_\_\_\_  
\_\_\_\_\_

INVENTORY TAG NUMBER: NA

METHOD OF SALE/DISPOSAL: Dumpster

SCHOOL/BUILDING WHERE ITEM IS HOUSED: West side

SALE/DISPOSAL AUTHORIZED BY: [Signature] DATE: 8/5/20  
Principal

AUTHORIZED BY: [Signature] DATE: 8/6/20  
Director of Schools

AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Board Chairman

# ELIZABETHTON CITY SCHOOLS

## REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

The following items are hereby declared surplus property/equipment of no value or valued at less than \$250.00. Since these items are no longer useful to the Elizabethton City School System, they may be sold at a fair price to any person interested in purchasing them, given away or disposal may be made in an appropriate manner.

ITEM:

\_\_\_\_\_  
*stereo cassette w/disc player*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROPERTY OF  
ELIZABETHTON CITY  
SCHOOLS  
No 3186

PROPERTY OF  
WEST SIDE ELEMENTARY

INVENTORY TAG NUMBER: *ECS # 3186*

METHOD OF SALE/DISPOSAL: *trash*

SCHOOL/BUILDING WHERE ITEM IS HOUSED: *WSE*

SALE/DISPOSAL AUTHORIZED BY: *[Signature]* DATE: *8/5/20*  
Principal

AUTHORIZED BY: *[Signature]* DATE: *8/6/20*  
Director of Schools

AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Board Chairman

**ELIZABETHTON CITY SCHOOLS  
YEAR END RESERVES  
2019-2020**

<u>GENERAL PURPOSE</u>	<u>BEGINNING</u> <u>6/30/2019</u>	<u>ADJUSTMENTS</u>	<u>ENDING</u> <u>6/30/2020</u>
34560-05100      RESTRICTED FOR CAREER LADDER	\$        8,167.01	\$        (8,167.01)	\$            -
34655-06000      COMMITTED FOR CONNIE BAKER LAB	\$            600.00	\$        1,400.00	\$        2,000.00
34760-03000      ASSIGNED FOR 20-21 COVID-19 PERSONNEL & SUPPLIES	\$            -	\$    150,000.00	\$    150,000.00
34760-07000      ASSIGNED FOR ELEMENTARY LITERACY / UNITED WAY	\$        2,100.00	\$        (2,100.00)	\$            -
34760-15002      ASSIGNED FOR BAND INSTRUMENTS	\$    25,862.00	\$    (25,862.00)	\$            -
34760-15150      ASSIGNED FOR CTE CARRYOVER	\$            -	\$    10,450.00	\$    10,450.00
34760-15350      ASSIGNED FOR EPSO CARRYOVER	\$            -	\$        770.81	\$        770.81
34760-40003      ASSIGNED FOR CHORAL PROGRAM	\$    15,500.00	\$    (15,500.00)	\$            -
34760-50001      ASSIGNED FOR SPECIAL EDUCATION FROM DONATION	\$            671.14	\$        1,675.89	\$        2,347.03
34760-90800      ASSIGNED BACK TO SCHOOL BASH	\$    12,564.25	\$    (10,028.55)	\$        2,535.70
34770-02000      ASSIGNED FOR SNP EQUIPMENT	\$            -	\$    75,000.00	\$    75,000.00
34770-05201      ASSIGNED FOR TECHNOLOGY	\$    172,493.63	\$    (62,763.97)	\$    109,729.66
34770-90150      ASSIGNED FOR COMMUNITY INVOLVEMENT PROGRAM - SWIM	\$        9,670.08	\$            53.35	\$        9,723.43
34770-91000      ASSIGNED FOR BETSY BOOK BUS	\$        3,811.95	\$    (3,646.55)	\$        165.40
34770-99020      ASSIGNED FOR ELEMENTARY AFTER SCHOOL PROGRAM	\$        9,286.73	\$    (9,286.73)	\$            -
34775-04000      ASSIGNED FOR CAPITAL OUTLAY UV FOR HVAC	\$            -	\$    100,000.00	\$    100,000.00
34775-05800      ASSIGNED FOR CAPITAL OUTLAY TURF REPLACEMENT	\$            -	\$    250,000.00	\$    250,000.00
34775-05800      ASSIGNED FOR CAPITAL OUTLAY PROTECTED ENTRANCES	\$            -	\$    144,694.05	\$    144,694.05
34775-60002      ASSIGNED FOR CAPITAL OUTLAY TAD	\$    11,112.83	\$            -	\$    11,112.83
34775-60003      ASSIGNED FOR ENERGY SAVINGS	\$    235,000.00	\$            -	\$    235,000.00
34775-60003      ASSIGNED FOR EHS AND HME CHILLERS	\$    43,336.00	\$    (43,336.00)	\$            -
34775-61500      ASSIGNED FOR CAPITAL OUTLAY EHS FIELD HOUSE	\$            1,000.00	\$            -	\$            1,000.00
39000              UNASSIGNED FUND BALANCE	<u>\$    715,798.54</u>	<u>\$    68,324.25</u>	<u>\$    784,122.79</u>
<b>GENERAL PURPOSE TOTAL</b>	<b>\$    1,266,974.16</b>	<b>\$    621,677.54</b>	<b>\$    1,888,651.70</b>
 <b><u>FEDERAL PROJECTS</u></b>			
34655-999      COMMITTED FOR EDUCATION - (From General Purpose Funds)	<u>\$        25,000.00</u>	<u>\$            -</u>	<u>\$        25,000.00</u>
<b>FEDERAL PROJECTS TOTAL</b>	<b>\$        25,000.00</b>	<b>\$            -</b>	<b>\$        25,000.00</b>
 <b><u>SCHOOL NUTRITION</u></b>			
34655-999      INVENTORY	\$        39,720.43	\$        31,462.90	\$        71,183.33
34655-999      RESTRICTED FOR OPERATION OF SCHOOL NUTRITION	<u>\$    433,110.12</u>	<u>\$    (94,165.19)</u>	<u>\$    338,944.93</u>
<b>SCHOOL NUTRITION TOTAL</b>	<b>\$    472,830.55</b>	<b>\$    (62,702.29)</b>	<b>\$    410,128.26</b>
<b>TOTAL RESERVES AND FUND BALANCES OF ALL FUNDS</b>	<b>\$    1,764,804.71</b>	<b>\$    558,975.25</b>	<b>\$    2,323,779.96</b>

## **Resolution – Emergency Suspension of Board Policies During the 2020-2021 School Year**

### **BOARD RESOLUTION No.   01**

**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 June 29, 2020, Governor Bill Lee signed Executive Order 50 which extended the state of emergency in Tennessee through the beginning of the 2020-2021 school year;

**WHEREAS**, Boards are required to submit Continuous Learning Plans to the Department of Education by July 24<sup>th</sup> that outline how districts will reopen for the 2020-2021 school year;

**NOW, THEREFORE BE IT RESOLVED**, that the Elizabethton City Schools Board of Education hereby suspends the following policies or provisions of its policies for the 2020-2021 school year, including but not limited to those identified below, to the extent that they conflict with the board approved Continuous Learning Plan:

- 1.101 – Role of the Board of Education
  - To the extent the plan conflicts with the district calendar, safety plans, and curriculum adoption.
- 1.400 – School Board Meetings
  - To the extent the plan conflicts with the location and time of school board meetings.
- 1.800 – School Calendar
  - To the extent the plan alters the school calendar to address changes implemented due to COVID-19.
- 1.801 – School Day
  - To the extent that the plan alters the school day so long as students receive 6.5 hours of instruction.
- 1.8011 – Emergency Closings
  - To the extent the Director needs to close schools to address issues resulting from COVID-19.
- 3.206 – Community Use of School Facilities
  - To the extent this policy conflicts with the Continuous Learning Plan.
- 4.200 – Curriculum Development
  - To the extent this policy conflicts with the Continuous Learning Plan.

- 4.209 – Alternative Credit Options
  - To the extent this policy conflicts with the Continuous Learning Plan.
- 6.200 – Attendance
  - To the extent this policy conflicts with the Continuous Learning Plan.
- 6.310 – Dress Code
  - To the extent this policy conflicts with the Continuous Learning Plan.

**BE IT FURTHER RESOLVED** this resolution shall only become effective in the event the district must implement all, or a portion of the Continuous Learning Plan.

**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 the Continuous Learning Plan.

**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 the Continuous Learning Plan.

**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 state law.

**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

August 25, 2020

Michelle Melton  
Citizens Bank  
300 Broad Street  
Elizabethton, TN 37643

Dear Ms. Melton:

We would like for the following individuals to be allowed to pick up night deposits made at your institution.

---

Carrie Taylor  
Community Involvement Director

---

Myra Newman, EdD  
Assistant Director of Schools

---

Jackie Guinn  
General Ledger Accountant

Thank you for your assistance in this matter.

Sincerely,

---

Rita Booher/Board Chair

---

Grover May, MD/Board Member

---

Phil Isaacs/Board Vice-Chair

---

Danny O'Quinn/Board Member

---

Eddie Pless/Board Member

# ELIZABETHTON CITY SCHOOLS

## REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

The following items are hereby declared surplus property/equipment of no value or valued at less than \$250.00. Since these items are no longer useful to the Elizabethton City School System, they may be sold at a fair price to any person interested in purchasing them, given away or disposal may be made in an appropriate manner.

ITEM: Health Book (Decisions for Health)

<u>6<sup>th</sup> Red Level</u>	<u><del>29</del> 29</u>
<u>7<sup>th</sup> Green Level</u>	<u>28 <del>28</del></u>
<u>8<sup>th</sup> Blue Level</u>	<u>32</u>

INVENTORY TAG NUMBER: N/A

METHOD OF SALE/DISPOSAL: Trash

SALE/DISPOSAL AUTHORIZED BY: *C.B.* DATE: 8-13-2020  
Principal

AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Director of Schools

AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Board Chairman

# ELIZABETHTON CITY SCHOOLS

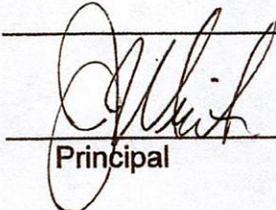
## REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

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ITEM: Old Baseball jerseys  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INVENTORY TAG NUMBER: Ø

METHOD OF SALE/DISPOSAL: Sale fore baseball fundraiser

SALE/DISPOSAL AUTHORIZED BY:  DATE: 8/14/2020  
Principal

AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Director of Schools

AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Board Chairman

# ELIZABETHTON CITY SCHOOLS

## REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

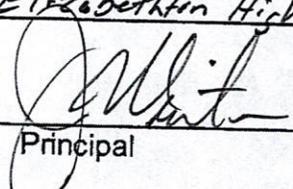
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- ITEM:
- Teacher Desks - 8      - Computer Speakers - 1      - Student desks - 50
  - Tables - 6              - Office Chairs - 3              - Coffee Maker - 1
  - Filing Cabinets - 4      - Fan - 1
  - Computer Monitor - 1      - Mini Refrigerator - 1      - Weight Bench - 1
  - Printer - 1                  - Chairs - 44

INVENTORY  
TAG NUMBER: \_\_\_\_\_

METHOD OF  
SALE/DISPOSAL: Maintenance Request for removal

SCHOOL/BUILDING  
WHERE ITEM IS  
HOUSED      Elizabethton High School

SALE/DISPOSAL  
AUTHORIZED BY:       DATE: 8/13/2020  
Principal

AUTHORIZED BY: \_\_\_\_\_      DATE: \_\_\_\_\_  
Director of Schools

AUTHORIZED BY: \_\_\_\_\_      DATE: \_\_\_\_\_  
Board Chairman

**VERIZON WIRELESS LIMITED DISTANCE LEARNING  
AUTHORIZED CUSTOMER AGREEMENT**

This agreement (“Authorized Customer Agreement” or “Agreement”) is made by and between Celco Partnership d/b/a Verizon Wireless, on behalf of itself and those of its affiliates providing services under this agreement (“Verizon Wireless”) and Elizabethton City Shools, having its principal place of business at Elizabethton TN (“Authorized Customer” or “Customer”), a qualifying School in Alabama, Arkansas, Florida, Kentucky, Mississippi, New Jersey, North Carolina, Tennessee, Virginia, or West Virginia (each a “Member State”).

Whereas, Verizon entered into an Agreement with the State of Georgia Department of Education where Verizon agreed to have qualifying schools from a Member State purchase “DISTANCE LEARNING DATA PLAN and EQUIPMENT OFFERING(S)” at discounted rates.

Whereas, Verizon and Authorized Customer have agreed to the sale of the discounted “DISTANCE LEARNING “DATA PLAN and EQUIPMENT OFFERING(S)” to Authorized Customer under the terms and conditions of this agreement.

NOW THEREFORE, in consideration of the mutual promises and conditions set forth herein, and intending to be legally bound, the Parties hereto agree as follows:

**Definitions:**

1. **Effective Date:** The date that this Agreement is signed by the last Party to sign below.
2. **Equipment:** Equipment necessary to provide the “DISTANCE LEARNING” DATA PLAN. Only the Equipment set forth in this Agreement is available for purchase from Verizon Wireless.
3. **Legal Notice:** A written communication given by one Party to the other that advises of a dispute under or termination of this Agreement, or that is otherwise required by this Agreement.
4. **Products and Services:** The plans, features, and products and services that Verizon Wireless will provide under this Agreement, as described in this Agreement.
5. **Wireless Service:** The “DISTANCE LEARNING” data service and plan.

**Term of Agreement:** This Agreement term shall commence on the Effective Date. The term shall continue until the end of the COVID-19 Declaration of Emergency, as determined by the Governor of the Member State where Authorized Customer is located, or June 30, 2021, whichever occurs last. It is expressly understood and agreed that neither Party has any right or expectation of renewal beyond the term of this Agreement as stated above and that either Party may decide in its sole discretion to not renew this Agreement.

**Purchases by Customer:** The Special Provisions of Amendment 3 to the Georgia Department of Education (“GA-DOE”) Agency Agreement – Amendment 3, effective July 15, 2020 negotiated rates for the “DISTANCE LEARNING” DATA PLAN and EQUIPMENT OFFERING(S), and the rates may be made available to public kindergarten through 12th grade schools within a Member State subject to the following and the terms of this Agreement. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for Data Plan equipment and services provided under this Authorized Customer Agreement. GA-DOE will not be responsible for payments for Data Plan services provided to any individual Authorized Customer under this Authorized Customer Agreement. Authorized Customer understands and agrees that it is only a beneficiary of the pricing under the GA-DOE Agreement for the products and services described in this Agreement, and no other provision.

Purchases made under this Authorized Customer Agreement will only be used to support public kindergarten through 12th grade schools within the Member State where Authorized Customer is located. Verizon Wireless reserves the right to terminate this Authorized Customer Agreement if it is determined that the Authorized Customer does not qualify as a public kindergarten through 12<sup>th</sup> grade school within the Member State where Authorized Customer is located. Authorized Customer must provision the Data Plan with Mobile Device Management software to ensure CIPA Compliance.

In order for the Authorized Customer to benefit from pricing under the GA-DOE Agreement, the Authorized Customer agrees to the disclosure by Verizon of Authorized Customer account information as part of the contractual reporting requirements to GA-DOE.



Customer must provide to Verizon Wireless written notice of those individuals in Customer's agency that have legal authority to purchase Equipment, Wireless Service, and Products and Services under this Agreement (these are your "Points of Contact"). Unless Customer tells Verizon Wireless otherwise, these Points of Contact will have full authority to handle all matters related to this Agreement, including authorizing or blocking Customer's employees from purchasing particular Products and Services. The person signing this Agreement shall automatically be designated as a Point of Contact. Customer can designate a third party to act as its Point of Contact as long as Customer signs Verizon Wireless's letter of agency naming the third party and indicating the scope of its authority.

**Monthly Bills:** Customer's billing and shipping addresses must be in Verizon Wireless's licensed service area. Verizon Wireless will bill Customer monthly, and Customer is responsible for paying all fees, charges, Taxes and Surcharges (as defined in the "Taxes; Surcharges; Exemptions" section below). Verizon Wireless generally bills monthly access fees and feature charges for the current month of service, and airtime overage and other usage charges in arrears.

**Disputed Charges:** Customer must dispute any charges within 180 days of the due date of the bill by giving Verizon Wireless written notice, including the date of the bill, the disputed amount, the reason for the dispute, and any supporting documentation. Verizon Wireless will make a good faith effort to reconcile the dispute within 60 days of the date of Customer's notice.

**Payment Terms:** Customer is required to pay undisputed charges within 30 days of the date of each bill.

**Failure to Pay:** If Customer fails either to make a payment on time or to dispute charges as required, Verizon Wireless may block Customer's use of the Product and Service or take action as set forth in the applicable Service Attachment.

**Taxes; Surcharges; Exemptions:** If Verizon Wireless is legally required to collect taxes, fees, assessments or other charges, or if a roaming partner charges a tax (each, a "Tax"), then Verizon Wireless will bill Customer for those Taxes. If Verizon Wireless incurs an expense to comply with legal or governmental requirements, or to provide or improve service to our customers (other than a net income tax), Verizon Wireless may bill a surcharge to recover or offset that expense (a "Surcharge"). Taxes and Surcharges may change from time to time. If Customer provides Verizon Wireless with an official Tax exemption certificate or with other evidence of exemption that Verizon Wireless finds acceptable, then Verizon Wireless will not collect Taxes covered by the exemption, except those charged by a roaming partner. If, however, Customer asks Verizon Wireless to apply an exemption and the exemption is later found not to apply, Customer will be responsible to pay the uncollected Tax, plus interest and any penalties, to the extent permitted by applicable law, regulations and/or ordinances. Verizon Wireless does not issue credits for Taxes billed before Verizon Wireless receives evidence of exemption.

**LIMITATION OF DAMAGES:** NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES OR AGENTS FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER SUCH DAMAGES ARE CLAIMED FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHER THEORY, AND REGARDLESS OF WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES UNLESS APPLICABLE LAW FORBIDS A WAIVER OF SUCH DAMAGES. UNLESS DIRECTLY CAUSED BY THE WILLFUL MISCONDUCT OF VERIZON WIRELESS, VERIZON WIRELESS SHALL NOT BE LIABLE TO CUSTOMER, ITS EMPLOYEES OR AGENTS FOR INJURY TO PERSONS OR PROPERTY, LOSSES (INCLUDING ANY LOSS OF BUSINESS), DAMAGES, CLAIMS OR EXPENSES OF ANY KIND CAUSED DIRECTLY OR INDIRECTLY BY (1) THE EQUIPMENT; (2) SOFTWARE OR APPLICATIONS ON OR USED WITH THE EQUIPMENT OR WITH WIRELESS SERVICE (OR THE USE OR LOSS OF USE THEREOF); (3) LOSS OF OR WRONGFUL ACCESS TO DATA STORED BY VERIZON WIRELESS; OR (4) ANY INTERRUPTION OF WIRELESS SERVICE. IN NO EVENT SHALL VERIZON WIRELESS OR ITS VENDORS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR EQUIPMENT, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES.

**Confidentiality:** DATA PLAN and EQUIPMENT pricing provided by Verizon Wireless will be kept 100% confidential and not released publicly in any manner unless otherwise required by law. Release of DATA PLAN and EQUIPMENT pricing to Member State Schools is exempt from this Confidentiality provision, provided they are required to comply with this provision.

**Assignment:** Any assignment requires the Parties' prior written consent. The Parties agree that this Agreement shall be for the benefit of and binding on our respective successors and permitted assigns.



**Force Majeure:** Any failure by Verizon Wireless to perform shall be excused if caused by failure of a third-party wireless or telecommunications provider serving a particular area, power failure, national emergency, interference by any governmental agency, act of God, strike or other labor disturbance, fire, terrorism, riot, war, or any other cause beyond Verizon Wireless's reasonable control.

**Notices:** Verizon Wireless will provide notice of most issues related to Customer's use of the Equipment, Wireless Service or the Products and Services via mail or e-mail to Customer's Point of Contact, or via a message with Customer's monthly bill. Any Legal Notice required by this Agreement must be given in writing and delivered by registered or certified mail or express courier to the receiving Party's address and will be deemed effective upon delivery. Legal Notice, should be sent to the following addresses

If to Customer:

**Customer**     Elizabethton City Schools  
Contact Name: Beth Wilson  
Title:            Director of Finance  
Address         804 South Watauga Ave  
Address         Elizabethton TN 37643

If to Verizon:

**Verizon Wireless**  
Director- Contract Mgmt., State & Local Government  
10170 Junction Drive, Floor 02  
Annapolis Junction, MD 20701

**Governing Law; Venue; Jurisdiction:** Both Parties agree that the laws of the Member State where Authorized Customer is located shall govern the validity, construction and performance of this Agreement.

**Waiver; Severability; Survival:** No provision of this Agreement shall be considered waived unless both Parties agree in writing to such waiver. Either Party's forbearance or delay in enforcing any right under this Agreement shall not be construed as a waiver of such right. If a court of competent jurisdiction holds any provision of this Agreement invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. Termination of this Agreement shall not affect either Party's accrued rights or obligations under this Agreement as they exist at the time of termination, or any rights or obligations that either expressly or by implication continue after this Agreement has ended.

**Counterparts:** Verizon Wireless and Customer can each execute a counterpart version of this Agreement. When delivered to the other Party, each shall be deemed to be an original and all versions together shall constitute one instrument. An electronic or facsimile copy of the executed Agreement shall be deemed, and shall have the same legal effect as, an original document.

**Entire Agreement:** The terms and conditions of this Agreement constitute the entire agreement between the Parties with respect to this subject matter. This Agreement, including any exhibits, schedules, and attachments, supersedes any and all prior agreements and understandings on the subject matter of this Agreement. There are no other oral or written understandings or agreements between the Parties relating to the subject matter of this Agreement. This Agreement shall not be amended or modified, including by a purchase order, unless both Parties agree in writing.

The undersigned is duly authorized by the Authorized Customer to designate the "Authorized Contacts" ("Exhibit C"), who are authorized to take action with respect to the account established with Verizon Wireless to purchase equipment, add lines of service, cancel lines of service, and make changes to the account that financially bind the Authorized Customer to the terms and conditions of this Authorized Customer Agreement.



## SIGNATURES

Each Party represents and warrants to the other that: (a) it is in good standing under the laws of the state of its incorporation or formation; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary company action to the extent applicable; and (c) the person signing this Agreement on its behalf is duly authorized to bind it to this Agreement.

<b>Customer:</b> Elizabethton City Schools		<b>Cellco Partnership d/b/a Verizon Wireless</b>	
Signature: 	Date: 8/3/20	Signature:	Date:
Printed Name: Richard VanHuss		Printed Name:	
Title: Director of Schools		Title:	

### Exhibit A

## DATA PLAN AND EQUIPMENT OFFERING(S)

### DATA PLAN:

Custom 4G Unlimited Machine-to-Machine Plan – COVID 19 Distance Learning	
Government Liable Subscribers Only on Customer Provided Equipment	
The plan below reflects the monthly access charge and no additional discounts apply.	
Monthly Access Fee	<b>\$15.00</b>
Domestic Data Allowance	Unlimited
<p><b>NOTE:</b> Coverage includes the Verizon Wireless 4G network. Data usage on this rate plan is not subject to speed reductions (“throttling”) within a given billing cycle. However, in the event of network congestion data usage on a line may result in slightly slower download speeds relative to another user. To ensure users are able to maximize their high-speed data use for business/educational applications, video applications will stream at 480p. Only 4G LTE devices approved for use on Verizon Wireless’ network can be activated on this plan. This plan is available until the Coronavirus (COVID-19) Pandemic National Emergency has been lifted. Customer Provided Equipment is limited to devices purchased directly through an Original Equipment Manufacturer or from Verizon Wireless as the cost designated in the Authorized Customer Agreement,</p>	

Customer will be charged a monthly access of \$15.00 per device, per month, for EQUIPMENT that does not remain in service for a minimum of six (6) months.

### EQUIPMENT OFFERING(S):

- Verizon 900L/900LS Jetpack or comparable device is available for \$60.00 per device ;
- Verizon 8800L Jetpack or comparable device is available for \$149.99 per device

### OPTIONAL OFFERING(S):

The following solution exhibits are Optional Offering(s). These solutions are recommended by Verizon to provide filtering, security, and compliance functionalities. Please work directly with your Verizon Account Manager for ordering and implementation.

- **Asavie Moda** is a network-based “all-in-one” web portal security and data management solution that enables organizations to easily and effectively manage security and productivity, along with rich reporting insights on all their mobile devices.

The Asavie Moda solution extends the security provided by the customer’s Mobile Device Management platform into the network by delivering real-time visibility, control and security of the data in transit for any mobile device.



Asavie Moda Government Distance Learning Customers Only					
The price below reflects the monthly access discounts. No additional discounts apply.					
Description	SKU Name	Plan ID	Minimum Order Quantity	Annual	Monthly
'Asavie Moda for MPN Gov Customers	ModaMPNG	677970 (Annual)	1+	\$42.00	\$3.50
		677971 (Monthly)			
<p>Notes. Asavie Moda is an all-in-one web portal that is an easy to deploy security and data management solution for an entire mobile estate.</p> <p>'Asavie Moda for MPN Gov Customers – <b>Does</b> require customers to use pricing and equipment in accordance with the Private Network terms and conditions as your contract allows.</p> <p>Products shown or referenced are provided by Asavie Technologies, Inc. ("Asavie"), a Verizon Partner Program Member, which is solely responsible for the representations and the functionality, pricing and service agreements. Asavie can connect to several different systems including cloud based and server based applications. Customer may purchase Asavie licenses and services ("Asavie Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the Asavie Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. Asavie Services are manufactured by Asavie Technologies, Inc. Any license for Asavie Services must be obtained directly from Asavie either upon purchase or installation of the Asavie Services. Asavie Services are subject to Asavie terms and conditions and can be viewed here: <a href="https://support.moda.us.asavie.com/About/eulagreement-government.htm">https://support.moda.us.asavie.com/About/eulagreement-government.htm</a>. Verizon Wireless will direct Asavie to fulfill Customer's Asavie Services order. Customer support for Asavie Services must be obtained directly from Asavie Technologies, Inc. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to Asavie Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate Asavie representatives.</p>					

**Verizon Wireless Private Network (Private Network)** is a comprehensive solution that joins wireless devices to the organization's internal IP network using a dedicated connection that isolates data from the public Internet. It extends a corporate IP network to wireless devices, while enabling your IT department to maintain the control and manageability that it needs. With Private Network, organizations can take charge of their evolving networks by:

Avoiding the exposure of wireless devices and internal networks to the inherent risks of solicited public Internet traffic.

- Controlling which wireless devices can connect to the network.
- Controlling which network resources the wireless devices and machines can access.
- Leveraging the convenience of mobility and wireless technologies to introduce new opportunities.

With Private Network, organizations can add devices to their own internal networks, with their own IP addressing, to be managed by their own support personnel. This empowers them to make wireless solutions part of their infrastructure and extend their core-computing networks farther, faster and easier. Private Network is also compatible with Verizon Mobile Device Manager. And organizations can be confident knowing that their Private Network is backed by the coverage, speed and reliability of Verizon. We can help organizations make the most of wireless communications to securely and cost-effectively power their networks.



**Private Network/Dynamic Mobile Network Routing (DMNR)/Service Based Access(SBA)  
Static IP – Isolated Pool w/Fixed End System (FES) [Internet Restricted]**

The Account Set-Up Fees below reflect any applicable discount. No additional discounts apply.

**Mobile Broadband and metered data plans or features only**

Configuration	Cost			
Per Account FES Connect Set-Up (One time fee)	\$1500.00			
	Private Network Only	Private Network with DMNR	Private Network with SBA	Static IP Only
Per Account Level Set-Up (One time fee)	Waived	\$250.00	\$250.00	Waived
DMNR or SBA (Per build)	\$250.00 (Adding to existing Private Network Only)			

**Note:** Set-Up fees apply to new Private Network/DMNR/SBA builds (Verizon Home Agent Portal (VHAP)). This applies to New Private Networks built as Standard, Parent or Child. Subscribers that are placed into this pool will be limited to utilizing the Verizon Wireless Network for transport to and from their FES connections to the Verizon Wireless Network. Static IP addresses will be available on remote access, Mobile Broadband and Unlimited metered data plans or features only. Fees may not apply in certain VPN environments. Fees are per account level (regardless of the number of IPs ordered) selecting Static IP, and may apply in addition to \$1500.00 Connect Fee in certain configurations. Does not include MPLS.

**Static IP:** Fees are per account level (regardless of the number of IPs ordered). Static IP addresses will be available on remote access, Mobile Broadband and metered data plans or features only. Static IP addresses may be reserved and should be assigned to the mobile numbers within 90 days. De-activated Static IP addresses will go into an "ageing pool" for 24 hours. After 24 hours, these Static IP addresses will be returned to reserved status for the account. Reserved Static IP addresses will be shown at the account level and can be viewed from the billing system. Feature activations will be stored in the "data warehouse" database along with the Static IP Address for reporting. A Static IP address is associated with the device's MDN (Mobile Dialing Number). Each time the subscriber initiates a data session the Static IP address that is associated with their MDN is assigned to their device for each session. Subscribers completing an ESN (Electronic Serial Number) change will retain their Static IP address.

Eligible 3G/4G data service: Mobile Broadband, Mobile Broadband Wireless Router, Telemetry (M2M), Wireless Email, or usage-based Megabyte pricing. DMNR and SBA are optional features that can co-exist on a Customer's Private Network profile.



**Exhibit B**  
**WIRELESS SERVICE ATTACHMENT**

This Wireless Service Attachment to the Agreement (the "Wireless Service Attachment") sets forth additional terms and conditions specific to Wireless Services to be provided by Verizon Wireless to Customer hereunder, and is made part of the Agreement. Any capitalized but undefined terms used in this Wireless Service Attachment shall have the meanings given such terms in the Agreement.

Customer and Verizon Wireless agree that: (i) except to the extent expressly provided otherwise in this Wireless Service Attachment, all of the terms and definitions of the Agreement are applicable to Customer's use of the Wireless Service and are incorporated by reference into this Wireless Service Attachment and into any related exhibit, attachment, or schedule, and (ii) the Parties do not intend to modify the terms and conditions of the Agreement except as applicable to the Wireless Services hereunder.

**1. Definitions:** The definitions in the Authorized Customer Agreement are incorporated herein by reference.

**2. Line Term and Termination**

**2.1. Failure to Pay:** If Customer fails either to make a payment on time or to dispute charges as required under the Agreement, Verizon Wireless may upon notice suspend or terminate Wireless Service to some or all of Customer's M2M Lines or deny any new line activations.

**2.2. Termination of Agreement:** Verizon Wireless may at its sole discretion continue to provide Wireless Service to any M2M Lines still active after the Agreement has been terminated, but Verizon Wireless may remove any custom Products and Services, and other benefits of the Agreement. Any continuation of Wireless Service is subject to the terms and conditions of the Agreement and any Attachments on a month-to-month basis until such Wireless Service is terminated by providing the other Party with 30 days' prior Legal Notice

**3. Rates and Charges:** The rates and charges, the data (including M2M service) and messaging allowances, and the Wireless Service coverage area for each M2M Line are determined by the Products and Services that Customer selects for each line. Verizon Wireless may offer Customer custom Products and Services, the terms and conditions of which are described in the Agreement. Some Products and Services may have restrictions on the type of Equipment that can be used with them. Unless Customer directs Verizon Wireless to switch the plan or feature, Verizon Wireless will not change the monthly access fees, or the non-promotional voice, data, and messaging allowances during the Line Term. Verizon Wireless may, however with 30 days' prior written notice, change rates, charges and fees, such as charges for options, features, and applications. If a line of Wireless Service is no longer under a Line Term, or if Customer changes or upgrades Equipment, or assumes liability for another line of Wireless Service, Customer will have to change to current Products and Services for that line. It may take up to 90 days to implement this Agreement.

**4. Equipment**

**4.1. Equipment Purchased from Verizon Wireless:** Customer may purchase Equipment from Verizon Wireless at a discount, subject to the requirements for such discount. Equipment and accessories cannot be purchased at discounted prices for the purpose of resale. Customer must activate any discounted Equipment on Verizon Wireless's network within 30 days of receipt. Inappropriate reselling of discounted Equipment or accessories is considered a breach of the Agreement and this Attachment. Violation of this section may, in the sole discretion of Verizon Wireless, result in the (a) limitation or discontinuance of the sale of Equipment at a discount; (b) termination of M2M Lines; (c) termination of the Agreement upon Legal Notice; (d) charging of the difference between the discounted price Customer paid and the full retail price of the Equipment; and (e) pursuit of such other legal or equitable remedies.

**4.2. Shipping; Risk of Loss; Acceptance:** Title and risk of loss pass to Customer, and acceptance occurs, when Customer receives the Equipment at the address designated on an order. Verizon Wireless may charge Customer for shipping. Verizon Wireless will ship Equipment to Customer within five business days of receipt of an order, subject to availability. Customer may exchange any Equipment or return it for a refund within 30 days from acceptance.

**4.3. Equipment Purchased from Original Equipment Manufacturer (OEM):** Customer may activate Equipment that Customer purchases from OEMs, but that Equipment must be on Verizon Wireless' approved Equipment list when



Customer activates them. OEMs establish their own legal terms for the sale of Equipment, and Verizon Wireless has no control over their charges, terms or return policies. Verizon Wireless is not responsible for any claims related to such OEM Equipment or Customer's use of them. Equipment that Verizon Wireless has not approved may cause transmissions to fail, be blocked or misrouted, may use Wireless Service in a manner Customer does not intend, and may attempt to continue to register on Verizon Wireless's network after termination. Such activities may result in additional charges for which Customer will be responsible.

**4.4. Only Equipment purchased from Verizon Wireless or directly from OEMs may be placed on the Data Plan.**

**4.5. Lost or Stolen Equipment:** If Customer loses Equipment or it is stolen, Customer may request that Verizon Wireless suspend service and billing to the affected M2M Line for up to 30 days. Until a suspension begins, Customer is still responsible for charges. After the suspension ends, service and billing for the line will resume. The time of any suspension will not count toward satisfying the Line Term.

- 5. Wireless Service Availability:** Wireless Service uses radio technologies and is subject to transmission and service area limitations, interruptions, and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, the Equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting operation. Wireless Service is only available within each applicable plan coverage area, within the operating range of the wireless systems, and with Equipment that is approved to operate on Verizon Wireless's network. In some areas, Wireless Service may be provided by a third-party roaming carrier. Customer must activate Equipment within the areas served by Verizon Wireless's owned and operated network. Verizon Wireless reserves the right to terminate any M2M Lines that roam permanently on a third-party carrier's network. Customer's lines that are in a fixed location must always be within the areas served by our owned and operated network.
- 6. Use of Wireless Service and Equipment; MTNs; SIMs:** In order to protect Verizon Wireless's network, operations, and other customers, Verizon Wireless may suspend or terminate service to affected lines, deny activation of new lines or, upon Legal Notice, may terminate the Agreement, if Customer uses the Wireless Service or Equipment (a) in an illegal manner (including "spamming" or other abusive messaging); (b) in a manner prohibited by the applicable Products or Services; or (c) in a manner that has an adverse impact on our network, operations or customers. Customer shall be solely responsible for the use of the Wireless Service to transmit, receive, store or process its data in compliance with applicable law and regulations. Verizon Wireless provides applications that involve the storage of information which are not designed or intended for use with protected health information ("PHI"), as defined by the Health Insurance Portability and Accountability Act of 1996, as amended; therefore, they must not be used to create, store, transmit or receive PHI. Verizon Wireless will assign one mobile telephone number ("MTN") to each line. Customer can port a MTN to another carrier, but Customer does not have any property right in the MTN. Verizon Wireless may change, reassign or eliminate a MTN upon reasonable notice to Customer under certain circumstances, including fraud prevention, area code changes, and regulatory or statutory law enforcement requirements. If the Equipment requires a Subscriber Identity Module ("SIM") card provided by Verizon Wireless, Verizon Wireless owns any intellectual property or software on the SIM card at the time of delivery.
- 7. No Reselling or Purchases by Third Parties:** Unless Verizon Wireless agrees in writing, Customer cannot resell the Products and Services, or Wireless Service or bundle the Wireless Service with or embed it into products or services that Customer provides to its own customers or to any third parties. No third party, including Customer's agents, contractors, vendors, distributors, franchisees or contract employees, is permitted to purchase Equipment, Wireless Service, or Products and Services under this Agreement. Verizon Wireless may terminate Customer's M2M Lines and, upon Legal Notice, may terminate this Agreement and pursue any other available remedies if Customer violates this section.
- 8. DISCLAIMER OF WARRANTIES:** VERIZON WIRELESS IS NOT THE MANUFACTURER OF THE EQUIPMENT AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE EQUIPMENT. WITH RESPECT TO VERIZON WIRELESS, CUSTOMER PURCHASES THE EQUIPMENT "AS IS." EQUIPMENT SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO CUSTOMER BY THE EQUIPMENT MANUFACTURER.



**Exhibit C**  
**AUTHORIZED CONTACTS LIST**

**Customer FEIN Number:** \_\_\_\_\_

**Verizon Wireless Sales Representative Name/Phone/GID:** \_\_\_\_\_

<b>Authorized Contact Name</b>	<b>Authorized Contact Title</b>	<b>Authorized Contact Phone</b>	<b>Authorized Contact Email</b>
Jason Lancaster	Computer Tech	4238956020	jason.lancaster@ ecschools.net
Joey Trent	Director of Tecj	4238950998	joey.trent@ ecschools.net



# Tennessee Quote Form

## Distance Learning Program for K-12 Public Schools<sup>1</sup>

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### Verizon Representative

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### Participating School District or School Name:

Point of contact:

Title:

Email:

Phone:

### Billing Information

Attention to:

Street:

City:

State:

ZIP:

---

### Shipping Information

Attention to:

Phone:

School District/Dept:

Street:

City:

State:

ZIP:

Equipment	Quantity	Unit cost	Total cost
Jet Pack 900L or comparable device			
Jet Pack 8800L or comparable device			
<b>Total equipment cost</b>			

Service plan	Quantity	Unit cost	Total cost
Unlimited Data for tablets and MiFi (per month)			
<b>Total service plan cost for six months* (Excludes required regulatory fees.)</b>			

\*The service plan requires a minimum of 6 months of billed service per line.

Optional features	Quantity	Unit cost	Total cost
Verizon Mobile Device Management (per month)			
Asavie MODA for CIPA Filtering (per month)			
<b>Total optional features cost for six months</b>			
<b>Grand total cost for six months – Equipment, service plan &amp; optional features</b>			

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### Naming Conventions

Indicate below how the District would like the individual devices named. Attach additional spreadsheet if needed.

Example 1: DOE jetpack 1, DOE jetpack 2, Example 2: School Staff, School Student

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### For Verizon Use Only – Profile:

ECODE:

Order number:

Location Code:

Account Number:



<sup>1</sup> Sponsored by the Georgia Department of Education. Subject to the terms and conditions of the agreement entered into between Verizon and the Georgia Department of Education on June 2, 2020.

Equipment and Service Plan pricing provided above must be kept 100% confidential and not released publically in any manner. © 2020 Verizon.



August 25, 2020

Michelle Melton  
Citizens Bank  
300 Broad Street  
Elizabethton, TN 37643

Dear Ms. Melton:

We would like to make the following changes, listed in red, to accounts held at your institution with the Federal ID # of 62-0730716. The following locations have accounts and the current signers for those accounts are listed.

- Elizabethton Board of Education Checking &
- Elizabethton School Food Service Checking
  - Rita Booher
  - Phil Isaacs
  - Richard VanHuss
  - ~~Corey Gardenhour~~
  - Myra Newman
  
- Harold McCormick Elementary -
  - Pendola Nave
  - Stephani Shouse
  - Eric Wampler
  - Beth Wilson
  
- West Side Elementary
  - John Wright
  - Karen Barnett
  - Tammy Markland
  - ~~Emily Morganstern~~
  - Beth Wilson
  
- Elizabethton High School
  - Sheri Nelson
  - Tom Hopson
  - Jonathan Minton
  - Joe Diaz
  - Brian Culbert
  - Jennifer Wetzel
  - Keri Howell



Citizens Bank Request for Resolution  
Page 2

- Katherine J. Jones, CD
  - Jonathan Minton
  - Jennifer Wetzel
  - Keri Howell
  
- Nancy Hunt Scholarship Savings Account
  - Jonathan Minton
  - Tom Hopson
  - Sheri Nelson
  - Jennifer Wetzel
  - Keri Howell

Any changes in signers to the above accounts must be approved by the Board of Education.  
The current members of the Board of Education are listed below.

Rita Booher  
Phil Isaacs  
Grover May  
Danny O'Quinn  
Eddie Pless

Thank you for your assistance in this matter.

Sincerely,

---

Rita Booher/Board Chair

---

Grover May, MD/Board Member

---

Phil Isaacs/Board Vice-Chair

---

Danny O'Quinn/Board Member

---

Eddie Pless/Board Member



# MILLIGAN

UNIVERSITY

July 16, 2020

Elizabethton City School System  
Richard VanHuss, Director of Schools  
804 South Watauga Ave.  
Elizabethton, TN 37643-4207

Dear Mr. VanHuss,

Thank you for allowing us to place interns and student teachers in your school system. The support and knowledge they will gain from their clinical experience is invaluable.

We have updated the Milligan Initial Licensure Clinical Practice and Partnership Agreement and need your signature on the enclosed agreement. You may return signed copies in the enclosed envelope or email them to [kpresnell@milligan.edu](mailto:kpresnell@milligan.edu).

Again, thank you for opening your schools to our candidates!

Sincerely,

*Karen A. Presnell*

Karen A. Presnell, BA  
Certification Officer and  
Office Manager for the Area of Education  
Milligan College – CLARK 103  
Work: 423-461-8927  
Email: [kpresnell@milligan.edu](mailto:kpresnell@milligan.edu)



## AREA OF TEACHER EDUCATION

### CLINICAL PRACTICE AND PARTNERSHIP GUIDELINES: INITIAL LICENSURE

This program description will be used as the governing document for the program. It will be reviewed and revised at least annually.

#### 1. Program Objectives:

- A. To provide prospective professional educators a semester (student teacher) or year-long (internship) experience for clinical preparation that is mutually planned by the school system and Milligan (CAEP 2.1).
- B. To provide multiple indicators and appropriate technology-based applications (Microsoft Forms) to establish, maintain, and refine criteria for performance evaluation and continuous improvement (CAEP 2.2)
- C. To provide candidates close supervision and support to ensure that candidates demonstrate their developing effectiveness and positive impact on all students' learning and development (CAEP 2.3).

#### 2. Selection of Candidates:

- A. Milligan will recommend initial-licensure candidates to the school system. Interns will be students holding a bachelor's degree and will be enrolled in a Master of Education (initial-licensure) program. These interns may initially lack some coursework in pedagogy and academic disciplines. Milligan will determine the coursework to be taken. Student teachers will be seniors enrolled in their last year of their undergraduate program completing an (initial-licensure) education degree.
- B. Prospective candidates will complete the application process as directed by Milligan. The information will be sent to the designated administrator of the school system and will be shared with principals and supervisors. Principals may also interview candidates and then make decisions to accept or reject them as interns and/or student teachers.

C. Criteria for candidates to enter clinical experience include unconditional admission to the professional level of their program and the following:

1. 3.0 overall GPA including method and content prerequisite courses
2. Successful completion of Praxis II content exam
3. Completion of TBI background check
4. First Aid and CPR verification (must be current)
5. Overall disposition ratings at expectation or higher

### **3. Candidate Benefits and Responsibilities:**

- A. Candidates will have the same holidays (Thanksgiving, Christmas, Spring Break, etc.) as do professional educators in their assigned school system. Candidates will not have any personal leave days.
- B. Candidates are to use sick days only as necessary. These do not accumulate.
- C. Candidates are not and shall not be deemed to be employees or agents of the school system at any time. No insurance or other fringe benefits are provided to these candidates.
- D. Candidates will be responsible for instructional duties such as planning, communicating plans to the mentor teacher, and instructing individuals and small groups.
- E. According to updated policy from the Tennessee Department of Education, initial licensure candidates must successfully complete the edTPA performance assessment in order to receive state licensure. Candidates will be required to video one or more lessons during their first placement and sometimes their second placement of their clinical experience. Candidates will be required to obtain the Milligan area of education video release form and have all students' parents sign the form. Candidates will use video documentation only for their edTPA portfolio purposes and will not be permitted to upload or use the videos in any other way. Candidates will not be permitted to share edTPA video materials with anyone other than Milligan clinical supervisors or Milligan clinical instructors.
- F. Candidates are required to procure at their own expense a TBI Background Check with results reported to Milligan and shared (if necessary) with the school system in which they are placed for their clinical experience.
- G. Candidates are required by Milligan to procure at their own expense Professional Liability Insurance.

- H. Candidates will not be placed where there are family members or friends employed, or where they have previously been employed.
- I. Candidates should address questions and concerns regarding clinical placement activities to Milligan's coordinator of field placements.

#### **4. Selection of Mentor Teachers:**

- A. The designated administrator and the Milligan coordinator of field placements will work closely together to determine the most appropriate mentor for each candidate.
- B. Mentor teachers will be selected according to criteria, which include (a) teaching experience, (b) appropriate certification, (c) evaluation as a highly competent teacher, and (d) willingness to assume the roles expected of a mentor.
- C. Criteria for mentor teachers include the following:
  - 1. Must have a professional teaching license with at least 3 years full-time teaching experience in certification area.
  - 2. Must have a level of effectiveness overall score of 4 or higher.
  - 3. Must be highly competent as evidenced by local assessment and/or state evaluation procedures with TEAM overall summary scores of 4 or higher.
  - 4. Must be willing to assume the roles expected of a mentor (i.e., confidant, advocate, coach, and critic).

#### **5. Operational Guidelines:**

- A. The principal (as necessary), Milligan representative, mentor teacher, and candidate will work together to develop a plan of activities for the candidate.
- B. Responsibilities of mentor teachers include the following:
  - 1. Supervise candidate planning and instructional activities, observe lessons, and provide performance feedback in Microsoft Forms.
  - 2. Model effective instruction for candidates.
  - 3. Meet regularly with candidates to provide assistance in planning, diagnosing learner needs, evaluating student progress, selecting teaching strategies and materials, and providing effective classroom management.

- C. In general, candidates will work with no more than two mentor teachers; however, if the school system and Milligan agree, modifications can be made in special situations. Candidates will be supplemental to existing staffing in the school where they are located. They will be teamed with one or more experienced teachers to facilitate the goals of the schools.
- D. Due to the rigorous demands of edTPA, Thursday afternoons (starting in September in fall and February in spring) will be allocated to each candidate for portfolio preparation and/or other enrichment experiences. Candidates will report to Milligan on Thursdays from noon until 4:30pm, and then attend their evening class, unless there is an extenuating circumstance. During the week of official edTPA submission, three additional days will be scheduled for finalizing edTPA portfolios. During these three days, candidates will report to Milligan from 8am until 3pm. Arrangements will be made with the mentor teacher and principal in advance when this time is to be used.
- E. Flexibility in the candidate's program will be maintained during the first semester to accommodate an adequate orientation period and to allow use of the time for enrichment experiences. Ample time should be provided for planning. Although the goal is to involve the candidate in teaching as quickly and as fully as possible, adjustments will be made to accommodate individual differences in background and training. (Interns Only)
- F. In general, the second semester will have a more concentrated focus on teaching activities. At some point, depending on the background and ability of the candidate, the candidate will assume a full or nearly full teaching load. Candidates are expected to emulate the mentor teacher and participate fully in the full range of instructional activities. (Interns Only)
- G. Candidates will not be used as substitute teachers unless this is a planned activity approved in advance by both Milligan and the school system.
- H. No candidate will be the teacher of record for any class.
- I. Mentor teachers will be given an opportunity to participate in some of the regularly scheduled clinical seminars conducted by Milligan.
- J. Candidates will begin the clinical experience on the same day that teachers new to the school system begin their year. Candidates will participate as directed in new teacher orientation activities prior to the beginning of the school year.
- K. Candidates will follow the same school calendar as the professional educators of the assigned district.

**6. Evaluation and Program Termination:**

- A. Mentor teachers and Milligan supervisors will provide frequent feedback as well as informal and formal evaluations to support the candidate's development as an effective teacher. Formal evaluation procedures are detailed in the Milligan Clinical Experience Handbook – Evaluation Section.
- B. Formal evaluation will follow the same procedure as that used for district teachers. Mentor teachers and Milligan supervisors will conduct formal classroom observations in Microsoft Forms. All formal observation documents will be available and online in Microsoft Forms.
- C. Candidate performance will be documented in Microsoft Forms. If a candidate's performance is not satisfactory, the Milligan supervisor, mentor teacher, and as appropriate the school's administration will develop a growth plan with a timeline for the candidate to implement given feedback. If the candidate does not meet the expectation of the growth plan, the Milligan field coordinator will review records, meet with the candidate in person, and determine further action. If corrective action is unsuccessful, the candidate will be withdrawn from the placement. These procedures are further detailed in the Milligan Clinical Experience handbook – see Intern Removal from Placement Flow Chart.
- D. If the candidate's performance has been satisfactory, as documented by rubric evaluations completed in Microsoft Forms by the mentor and Milligan supervisor, Milligan will recommend the candidate for the state initial practitioner's license after the evaluation process has been completed.

## **EDUCATOR PREPARATION PROVIDER/ LOCAL EDUCATION AGENCY STATE-RECOGNIZED PARTNERSHIP (ADDENDUM)**

Prompt 1: Identify mutually-agreed upon strategies to select, prepare, evaluate, support, and retain high-quality clinical educators, both provider and school-based, who demonstrate a positive impact on candidates' development and pre-K-12 student learning and development.

The designated LEA administrator and the Milligan Clinical Placement Coordinator (CPC) co-select clinical mentors. Clinical mentors are co-selected according to mutually-agreed upon criteria: 1) Professional teaching license with 3 years full-time teaching experience and endorsement in the same content or closely related field; 2) Rating as a highly effective teacher (i.e. level of effectiveness overall score of 4 or higher on a state evaluation model); 3) Willingness to assume the roles expected of a mentor as defined in the Initial Licensure Handbook (ILH).

Criteria for clinical supervisors include the following: 1) Expertise in the grade/content for which they are assigned; 2) Successful experience with past mentoring; 3) Successful completion of TEAM evaluation training; 4) Willingness to assume the responsibilities of a supervisor as defined in the ILH.

Clinical educators are prepared through an orientation prior to the clinical experience. All clinical educators receive a comprehensive ILH, electronically available through Microsoft Forms. Primary components of the ILH and key clinical assessments are reviewed at the orientation. Mentors are surveyed following the orientation for feedback. The clinical supervisor provides support to the mentor by conducting regular visits. During these visits, the clinical supervisor observes the mentor with teacher candidates, discusses concerns, and offers any needed support to the mentor. If the mentor has an issue or concern with the teacher candidate, the clinical supervisor takes appropriate action as outlined in the ILH. Clinical supervisors are supported by the CPC.

If a mentor has difficulty meeting the roles, responsibilities, and expectations outlined in the ILH, additional support by the Milligan supervisor will be provided. If the clinical mentor continues to struggle after these additional supports are provided, the CPC will become involved to provide support. If mentors fail to meet the roles, responsibilities, and expectations, the CPC will assign a different mentor and will not approve the mentor for future experiences. Likewise, if the Milligan supervisor is not meeting the roles, responsibilities, and expectations, the CPC will offer additional support. If the Milligan Supervisor continues to struggle, the Area Chair will meet with the supervisor to provide additional support. If expectations are still unmet, the Area Chair will remove the supervisor from supervision.

Clinical mentors are evaluated by candidates and supervisors at the completion of each experience; clinical supervisors are also evaluated by candidates and mentors at the completion of each experience. EPP administrators will closely monitor evaluation results and retain clinical educators receiving positive ratings. The CPC provides results of mentor evaluations to districts and results regarding supervisor evaluations are shared with supervisors by the Area Chair.

Prompt 2: Identify mutually-agreed upon design of clinical experiences of sufficient depth, breadth, diversity, coherence, and duration to ensure that candidates demonstrate their developing effectiveness and positive impact on all students' learning and development.

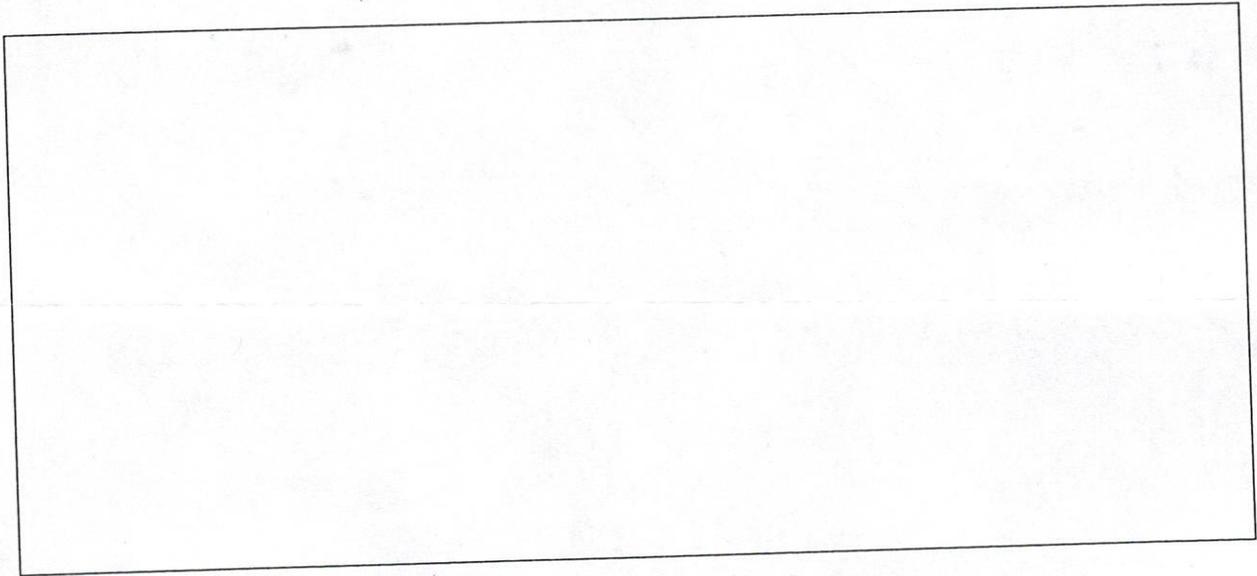
The design of the clinical experience allows candidates to demonstrate their developing effectiveness and positive impact on all students' learning and development through a series of structured experiences that follow state-approved guidelines for the duration of clinical experience (see Educator Preparation Policy). In collaboration with our partners, multiple indicators and appropriate technology-based applications are used to establish, maintain, and refine criteria for continuous improvement (CAEP, Standard 2). Initial licensure seeking students are evaluated through The Tennessee Educator Acceleration Model (TEAM). TEAM provides candidates a coherent and consistent assessment as it is one of the state approved models for educator evaluation.

Concepts and evidence-based strategies related to practice are introduced during coursework. These concepts and strategies are reinforced during field experiences associated with key courses within each pathway. Candidate progress is monitored throughout coursework and clinical experiences. At this level, candidates are expected to move from observing and assisting during the first two weeks of the experience, to co-teaching, to gradually adding responsibility until they are assuming full classroom teaching responsibilities by the end of the experience. During the first two weeks in each placement, candidates learn the cultural backgrounds of students in their classroom as well as student learning strengths and needs. This knowledge of students assists candidates with implementing culturally relevant practices as they gradually assume responsibility for classroom instruction. Candidates are expected to independently analyze instructional materials, resources, and curriculum based on this information and plan for appropriate supports for a variety of cultural backgrounds and learning needs. Candidates work with mentor and supervisor support to move toward independence with analyzing materials and implementing these practices into each lesson.

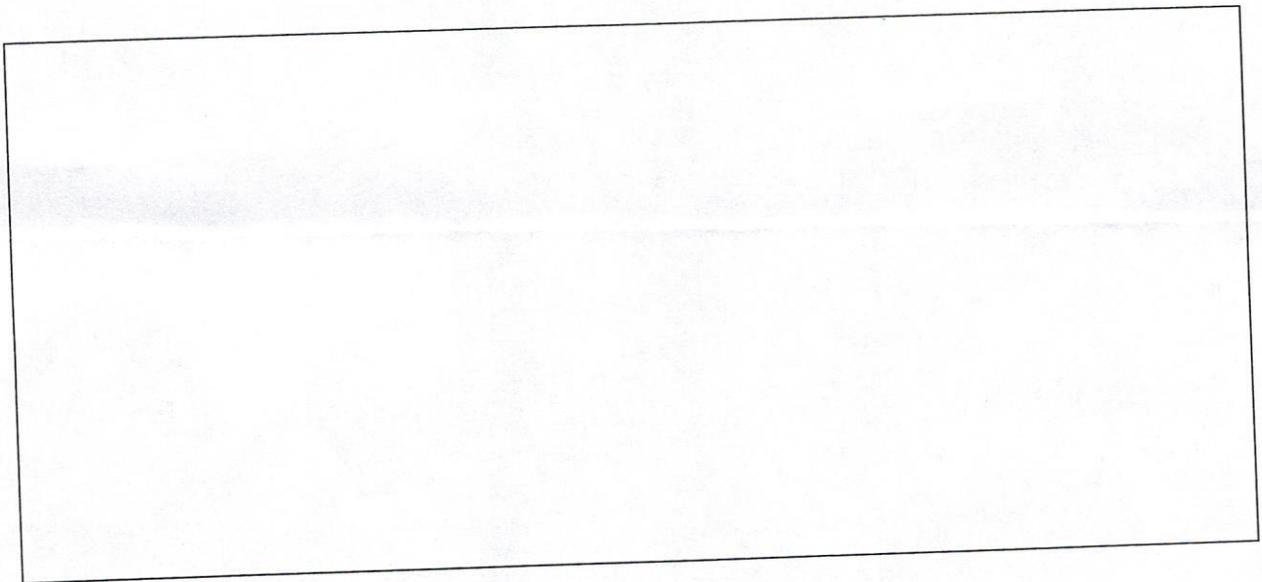
The candidates' clinical experience allows for sufficient depth and breadth through frequent observations, constructive feedback, student data, and professional seminar courses. Both the clinical supervisor and clinical mentor evaluate (or observe) candidates several times during each experience, and feedback is provided following each observation.

Candidates are required to document their positive impact on student learning through their edTPA Assessment Portfolio submission (which requires candidates to describe, analyze, and identify patterns in their P12 students' learning) and/or through TEAM evaluation scores from their clinical experiences. Candidates have sufficient clinical experiences in diverse settings through careful selection of clinical placements based on demographic information. The Milligan Educator Disposition rubric, which is aligned with The Interstate New Teacher Assessment and Support Consortium (InTASC), assesses the candidates' abilities in the following areas: (a) collaboration and professionalism, (b) feedback, (c) communication, (d) diverse learners, (e) ethical and legal practice, and (f) technology.

**Please provide your INITIAL (PreK-12) licensure needs and/or projections of needs for your school system:**

A large, empty rectangular box with a thin black border, intended for the user to provide their initial licensure needs and/or projections for PreK-12.

**Please provide your ADVANCED (Administration and Counseling) licensure needs and/or projections of needs for your school system:**

A large, empty rectangular box with a thin black border, intended for the user to provide their advanced licensure needs and/or projections for Administration and Counseling.

## **CLINICAL PRACTICE AND PARTNERSHIP GUIDELINES: ADMINISTRATIVE LICENSURE**

This program description will be used as the governing document for the program. It will be reviewed and revised at least annually.

### **1. Program Objectives:**

- A. To provide prospective leaders with leadership experience that is mutually planned by the school system and Milligan (CAEP 2.1).
- B. To provide multiple indicators and appropriate technology-based applications (Microsoft Forms) to establish, maintain, and refine criteria for performance evaluation and continuous improvement (CAEP 2.2).
- C. To provide candidates supervision and support to demonstrate their developing effectiveness and positive impact on all students' learning and development (CAEP 2.3).

### **2. Selection of Candidates**

- A. Milligan will recommend Ed.D./Ed.S. candidates to the school system for placement with a principal/supervisor.
- B. Candidates will have at least a Master's degree and be enrolled in Milligan's Ed.D. or Ed.S. program. Candidates will have at least six (6) hours of credit in that program.
- C. Criteria for candidates to enter clinical experience include the following:
  - 1. 3.0 overall GPA
  - 2. Completion of TBI background check
  - 3. First Aid and CPR verification (must be current)
  - 4. Overall disposition ratings at expectation or higher
  - 5. Be employed as an educator or administrator in a local school system

### **3. Candidate Benefits and Responsibilities:**

- A. Candidates will complete a minimum of 75 hours (225 hours total) in each of three (3) placements: Elementary, Secondary, District Office.
- B. Candidates will maintain professional dispositions including maintaining confidentiality of student, mentor, and school concerns.

- C. Candidates will plan and complete assignments in coordination with their mentor.
- D. Candidates will record hours worked and submit them for approval by their mentor.
- E. Candidates should address questions and concerns regarding clinical placement activities to Milligan's director of Ed.D./Ed.S. program.

**4. Selection of Mentors**

- A. The Milligan coordinator Ed.D./Ed.S. will work closely with the designated administrator to determine the most appropriate mentor for each candidate.
- B. Criteria for administrative mentors include the following:
  - 1. Must have an administrative license with at least 3 years of experience as an administrator.
  - 2. Must have a proven track record as evidenced by an Academic Achievement score of 3 or higher or a Student Academic Growth score of 3 or higher on the Tennessee State Report Card.
  - 3. Must be highly competent as evidenced by the TEAM Administrator Evaluation Rubric with an overall summary score of 4 or higher.
  - 4. Must be certified and/or trained using the TEAM Administrator Evaluation Rubric (final placement only).
  - 5. Must be willing to assume the roles expected of a mentor (i.e., confidant, advocate, coach, and critic).
- C. Criteria for administrative placements within the Central Office:
  - 1. Must have an administrative license with at least 3 years of experience as an administrator.
  - 2. Must be highly competent as evidenced by the TEAM Administrator Evaluation Rubric with an overall summary score of 4 or higher.
  - 3. Must be certified and/or trained using the TEAM Administrator Evaluation Rubric (final placement only).
  - 4. Must be willing to assume the roles expected of a mentor (i.e., confidant, advocate, coach, and critic).

## 5. Operational Guidelines

- A. Candidates will have a total of three (3) placements, each lasting a full semester, and each consisting of a minimum of 75 hours. One placement each will be at the Elementary, Secondary, and District Office level. An exception will be made for candidates who already hold or have held a leadership position. Placements for those candidates will be individualized to best meet their learning needs.
- B. The program director and appropriate superintendents and/or principals will work together to determine the most appropriate mentor for each candidate. Mentors will be selected according to appropriate certification, years spent in a leadership position, and willingness to assume the roles expected of a mentor (i.e., confidant, advocate, coach, and critic).
- C. The principal/mentor, Milligan representative and candidate will work together to develop the plan of activities for the candidate.
- D. Responsibilities of administrative mentor include the following:
  - 1. Supervise candidate.
  - 2. Provide opportunities for the candidate to assume leadership roles.
  - 3. Provide performance feedback in Microsoft Forms.
  - 4. Model effective leadership for candidate.
  - 5. Meet regularly with candidate to provide assistance.
  - 6. Mentors should communicate with the Milligan supervisor regarding progress and concerns giving attention to professional dispositions and behavior.
  - 7. Mentors should notify the supervisor immediately if the candidate's dispositions do not meet expectations – See Disposition Form in Evaluation Section of Handbook.
  - 8. Mentors should complete the Early Evaluation Form, the TEAM Professional Rubric, the TILS form, and the Disposition Rubric in Microsoft Forms. The mentor should discuss these with the candidate, and provide both reinforcements and refinements.

## 6. Evaluation and Program Termination:

- A. Mentors and the Milligan program director will provide frequent feedback as well as informal and formal evaluations to support the candidate's development.
- B. Candidate performance will be documented in Microsoft Forms.

- C. If a candidate's performance is not satisfactory, the Milligan director and mentor will develop a growth plan with a timeline for the candidate to implement given feedback. If the candidate does not meet the expectation of the growth plan, the Milligan program director will review records, meet with the candidate in person, and determine further action. If corrective action is unsuccessful, the candidate will be withdrawn from the placement.
- D. EPP administrators will closely monitor evaluation results and retain clinical educators receiving positive ratings.
- E. Evaluation Schedule: Milligan candidates will be evaluated with three (3) rubrics.
  - 1. Early Evaluation Form
  - 2. Educational Leadership Dispositions
  - 3. TEAM Administrator Evaluation Rubric – final Seminar Course
- F. The documentation for these evaluation rubrics will be completed by the Milligan supervisor and the mentor.
- G. Candidate evaluation rubrics will be completed and accessed in Microsoft Forms.

## CLINICAL PRACTICE AND PARTNERSHIP GUIDELINES: COUNSELING LICENSURE

This program description will be used as the governing document for the program. It will be reviewed and revised at least annually.

### 1. Program Objectives:

- A. To provide prospective counselors a year-long (Internship) experience for clinical preparation that is mutually planned by the school system and Milligan (CAEP 2.1). The year-long internship follows the guidelines for duration set forth in the Educator Preparation Policy.
- B. To provide multiple indicators and appropriate technology-based applications (Microsoft Forms) to establish, maintain, and refine criteria for performance evaluation and continuous improvement (CAEP 2.2)
- C. To provide candidates close supervision and support to ensure that candidates demonstrate their developing effectiveness and positive impact on all P-12 students' learning and development (CAEP 2.3).

### 2. Selection of Candidates:

- A. Milligan will recommend school counselor candidates to the school system. Candidates will be students holding a bachelor's degree and will be enrolled in a Master of Science in Counseling (School Counselor PreK-12 licensure-seeking) program.
- B. Prospective candidates will complete the application process as directed by Milligan. The information will be sent to the designated administrator of the school system and will be shared with principals and supervisors. Principals may also interview candidates and then make decisions to accept or reject them for internship placements.
- C. Criteria for candidates to enter clinical experience include the following:
  1. 3.0 overall GPA including content prerequisite courses
  2. Successful completion of the *Professional School Counselor* Praxis Exam
  3. Completion of TBI background check
  4. First Aid and CPR verification (must be current)
  5. Overall disposition ratings at expectation or higher

**3. Candidate Benefits and Responsibilities:**

- A. Candidates will complete a minimum of 100 days of internship following completion of COUN 690 (Practicum). School counseling candidates are required to complete 6 credit hours of Internship (COUN 691 School Counseling Internship).
- B. Candidates must accumulate hours at the rate of a minimum of 10 hours per week.
- C. Candidates will plan and complete assignments in coordination with their school counseling mentor.
- D. Candidates will record hours worked and submit them for approval by their school counseling mentor.
- E. Candidates are required to procure at their own expense a TBI Background Check with results reported to Milligan and shared (if necessary) with the school system in which they are placed for their clinical experience.
- G. Candidates are required by Milligan to procure at their own expense Professional Liability Insurance.
- H. Candidates will not be placed where there are family members or friends employed, or where they have previously been employed.
- I. Candidates should address questions and concerns regarding clinical placement activities to the Master of Science (MSC) Practicum and Internship Experiences Coordinator (PIE).

**4. Selection of School Counseling Mentors:**

- A. The designated district administrator and the Master of Science (MSC) Practicum and Internship Experiences Coordinator (PIE) will work closely together to determine the most appropriate school counseling mentor for each candidate.
- B. Cooperating school counseling mentors will be selected according to criteria, which include (a) counseling experience, (b) appropriate certification, (c) evaluation as a highly competent counselor, and (d) willingness to assume the roles expected of a school counseling mentor.
- C. Criteria for school counseling mentors include the following:
  - 1. Must have professional school counseling license with at least 3 years full-time experience in school counseling as a licensed educator.
  - 2. Must be highly competent as evidenced by local assessment and/or state evaluation procedures with TEAM overall summary scores of 4 or higher.

3. Must be willing to assume the roles expected of a school counseling mentor as outlined in the School Counseling Internship Handbook (i.e., confidant, advocate, coach, and critic).

**5. Operational Guidelines:**

- A. The principal (as necessary), Milligan representative, school counseling mentor, and candidate will work together to develop a plan of activities for the candidate.
- B. Responsibilities of school counseling mentor include the following:
  1. Supervise candidate planning and instructional activities, observe lessons, and provide performance feedback.
  2. Model effective academic, social, and personal development instruction for candidate.
  3. Meet regularly with candidate to provide assistance in planning, diagnosing learner needs, evaluating student progress, selecting teaching strategies and materials, and providing effective classroom management.
- C. In general, candidates will work with no more than two school counseling mentors; however, if the school system and Milligan agree, modifications can be made in special situations. Candidates will be supplemental to existing staffing in the school where they are located. They will be teamed with one or more experienced counselors to facilitate the goals of the schools.
- D. Flexibility in the candidate's program will be maintained during the first semester to accommodate an adequate orientation period and to allow use of the time for enrichment experiences. Ample time should be provided for planning. Although the goal is to involve the candidate in delivery of services as quickly and as fully as possible, adjustments will be made to accommodate individual differences in background and training.
- E. In general, the second semester will have a more concentrated focus on counseling activities. At some point, depending on the background and ability of the candidate, the candidate will assume a full or nearly full counseling load. Candidates are expected to emulate the school counseling mentor and participate fully in the full range of school-wide activities.
- F. No candidate will be the school counselor of record for any school.
- G. School counseling mentors will be given an opportunity to participate in some of the regularly scheduled clinical seminars conducted by Milligan.
- H. Candidates will follow the same school calendar as the school counseling mentors of the assigned district.

**6. Evaluation and Program Termination:**

- A. School counseling mentors and Milligan supervisors will provide frequent feedback as well as informal and formal evaluations to support the candidate's development as an effective school counselor. Formal evaluation procedures are detailed in the Milligan Clinical Experience Handbook – Evaluation Section.
- B. Formal evaluation will follow the same procedure as that used for district school counselors, namely the TEAM Assessment-School Services Personnel rubric.
- C. Candidate performance will be documented and monitored. If a candidate's performance is not satisfactory, the Milligan supervisor, school counseling mentor, and as appropriate the school's administration will develop a growth plan with a timeline for the candidate to implement given feedback. If the candidate does not meet the expectation of the growth plan, the Milligan Director of the Master of Science in Counseling program will review records, meet with the candidate in person, and determine further action. If corrective action is unsuccessful, the candidate will be withdrawn from the placement. These procedures are further detailed in the Milligan Clinical Experience handbook (see **Intern Removal from Placement Flow Chart**).
- D. If the candidate's performance has been satisfactory, as documented by rubric evaluations completed in Microsoft Forms by the school counseling mentors and Milligan supervisor, Milligan will recommend the candidate for the state initial practitioner's license after the evaluation process has been completed.



**Mentors Matter Recruitment Initiative**

Dear Partners,

Milligan University has been selected to participate in The Mentors Matter Recruitment (MMR) initiative. This is a grant funded collaboration between the Tennessee Department of Education, the University of Michigan, and local Educator Preparation Providers in Tennessee with the goal to study how to support and improve the recruitment of clinical mentors for teacher candidates.

For future placement requests, I will be requesting mentors from a targeted recruitment list. If those mentors are not available, we can work together to select a mentor that meets Milligan's mentor criteria for placements.

Criteria for mentor teachers include the following:

1. Must have a professional teaching license with at least 3 years full-time teaching experience in certification area.
2. Must have a level of effectiveness overall score of 4 or higher.
3. Must be highly competent as evidenced by local assessment and/or state evaluation procedures with TEAM overall summary scores of 4 or higher.
4. Must be willing to assume the roles expected of a mentor (i.e., confidant, advocate, coach, and critic).

I look forward to partnering with you in placing Milligan candidates with identified mentors.

If you have any questions about the lists or you have comments on how to improve them, please contact Kevin Schaaf at [kevin.schaaf@tn.gov](mailto:kevin.schaaf@tn.gov). If you have any questions regarding Milligan placements, please contact me at [TLCLAY@milligan.edu](mailto:TLCLAY@milligan.edu) or 423-341-9910.

Sincerely,

Tausha Clay  
Professor of Education  
Placement Coordinator

The above agreement between Milligan and the school system is a description that governs the clinical experience programs. The document is annually reviewed and revised by Milligan for the operations guideline for both Milligan and the school system.

Tausha Clay 7-15-2020  
Date

Dr. Tausha Clay, Milligan Coordinator of Placements

Angela Hilton Prillhart 07/15/2020  
Date

Dr. Hilton-Prillhart, Area Chair of Education

\_\_\_\_\_  
Date

School System Director of Schools



# GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

<b>Begin Date</b> 10/1/2020	<b>End Date</b> 9/30/2021	<b>Agency Tracking #</b> 34570-50721	<b>Edison ID</b> Z21-50721
<b>Grantee Legal Entity Name</b> Elizabethton City Schools			<b>Edison Vendor ID</b> 2068

<b>Subrecipient or Recipient</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient	<b>CFDA # 84.126A</b>  <b>Grantee's fiscal year end: June 30</b>
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**Service Caption (one line only)**  
Pre-Employment Transition Services School to Work Program

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
<b>TOTAL:</b>					<b>\$33,549.81</b>

**Grantee Selection Process Summary**

Competitive Selection

Non-competitive Selection      The Department follows an impartial process in awarding grants to school systems

**Budget Officer Confirmation:** There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

*CPO USE - GG*

<b>Speed Chart (optional)</b>	<b>Account Code (optional)</b>
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**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF HUMAN SERVICES  
AND  
ELIZABETHTON CITY SCHOOLS**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Human Services, hereinafter referred to as the "State" or the "Grantor State Agency" and Elizabethton City Schools, hereinafter referred to as the "Grantee," is for the provision of Pre-Employment Transition Services Transition School to Work program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 2068

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Definitions:
- a. *Counseling on Post-Secondary Education*: means providing information on course offerings, career options, types of academic and occupational training needed to succeed in the workplace, and postsecondary opportunities associated with career fields or pathways. Counseling on Post-Secondary Education is further defined at: <http://www.wintac.org/topic-areas/pre-employment-transition-services/overview/counseling-opportunities-enrollment>
  - b. *Instruction in Self-advocacy*: means instruction to further an individual's ability to effectively communicate, convey, negotiate or assert his/her own interests and/or desires. Instruction in Self-advocacy is further defined at: <http://www.wintac.org/topic-areas/pre-employment-transition-services/overview/instruction-self-advocacy>.
  - c. *Instructional Unit*: means a unit of measure consisting of at least thirty (30) minutes of instruction to a student.
  - d. *Job Exploration Counseling*: means counseling intended to foster motivation, consideration of employment opportunities and informed career path decision-making. Job Exploration Counseling is further defined at: <http://www.wintac.org/topic-areas/pre-employment-transition-services/overview/job-exploration-counseling#overlay-context=topic-areas/pre-employment-transition-services/overview/job-exploration-counseling> Job Exploration Counseling may include discussion or information on:
    - (1) The student's vocational interest inventory results;
    - (2) The labor market;
    - (3) In-demand industries and occupations;
    - (4) Non-traditional employment options;
    - (5) Administration of vocational interest inventories; and
    - (6) Identification of career pathways of interest to the students.
  - e. *Pre-employment Transition Services (Pre-ETS)*: means pre-employment transition services as defined in 34 CFR § 361.5(c)(42) and 34 CFR § 361.48.
  - f. *Student with a Disability*: means an individual with a disability in a secondary, postsecondary, or other recognized education program who meets the requirements of 34 CFR § 361.5(c)(51).
  - g. *Work-based Learning Services (WBL)*: means an educational approach or instructional methodology that uses the workplace or real work to provide students with the knowledge and skills that will help them connect school experiences to real-life work activities and

future career opportunities. Work-based Learning Services is further defined at: <http://www.wintac.org/topic-areas/pre-employment-transition-services/overview/work-based-learning-experiences>. WBL may include in-school or after school opportunities, or experience outside the traditional school setting (including internships). In order to be considered a valid job site development experience, the activity must meet the following criteria:

- (1) Provide an opportunity for Students to complete work related tasks and learn soft skills appropriate to the workplace;
  - (2) Provide an integrated environment;
  - (3) Provide Students an opportunity to develop knowledge and skills that will help them connect school experiences to real-life work activities;
  - (4) Engage, motivate and augment the learning process; and
  - (5) Provide long-term engagement of Students and provide a summation of acquired work skills.
- h. *Workplace Readiness Training*: means training in the development of social skills and independent living skills, such as communication and interpersonal skills, financial literacy, orientation and mobility skills, job-seeking skills, and employer expectations. Workplace Readiness Training is further defined at: <http://www.wintac.org/topic-areas/pre-employment-transition-services/overview/workplace-readiness-training>
- i. *Workforce Innovation and Opportunity Act (WIOA)*: means the federal law codified at 29 U.S.C. § 3101 et seq. designed to strengthen and improve the nation's public workforce development system by helping Americans with barriers to employment, including individuals with disabilities, achieve high quality careers and helping employers hire and retain skilled workers.
- j. *Vocational Rehabilitation Services Program (VR)*: means a program that provides directly or facilitates the provision of one or more vocational rehabilitation services to individuals with disabilities to enable those individuals to maximize their opportunities for employment, including career advancement.
- A.3. The Grantee shall offer the following five (5) Pre-employment Transition Service activities for Students with Disabilities in accordance with the Public Law 113-128, Workforce Innovation and Opportunity Act of 2014 (WIOA), Section 422, and Code of Federal Regulations, Title 34, Part 361, as amended:
- (1) Job Exploration Counseling;
  - (2) Work-based Learning Services;
  - (3) Workplace readiness training to develop social skills and independent living;
  - (4) Instruction in Self-advocacy; and
  - (5) Transition or Post-secondary Education Counseling on Opportunities for Enrollment in Comprehensive Programs at Institutions of Higher Education.
- A.4. Grantee shall provide One (1) Transition Coach, Zero (0) Transition Manager, and Zero (0) Workplace Readiness Specialist staff to provide Pre-ETS, as outlined in Section A.3. above, and develop corresponding job specifications for each position funded by this Grant Contract. The State will provide sample job specifications to the Grantee upon request.
- A.5. The Grantee agrees to provide accessible office facilities for staff, applicants and eligible students and will make reasonable efforts to accommodate individuals with disabilities, in compliance with state and federal law, including, but not limited to, the Americans with Disabilities Act.
- A.6. The Grantee's performance of this Grant Contract shall not supplant or replace any transition activities that the Grantee already performs and shall not replace the performance of any school personnel's regular duties. The Grantee agrees to provide all technical and administrative services as needed for Grant Contract completion. The Grantee agrees to monitor and review

all work performed; and coordinate budgeting and scheduling to assure that the Grant Contract is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.

- a. Prior to beginning Pre-ETS, the Grantee shall obtain written permission from the parent or legal guardian of any Student with a Disability that is under eighteen (18) years of age and shall provide permission documents and proof of eligibility to receive Pre-ETS to the State.
- b. The Grantee agrees to comply with 2 CFR § 200.430 Compensation - personal services and 2 CFR § 200.431 Compensation - fringe benefits, when calculating the salaries and benefits of personnel under this Grant Contract and monitoring time and labor.
- c. The Grantee shall keep and maintain an accurate account of personnel time and submit monthly timesheets of staff positions funded by this Grant Contract to the State. Timesheets must be completed and signed by each person providing direct services under the Grant Contract. Staff positions funded by this Grant Contract shall adhere to the Grantee's established employee leave policies. The Grantee shall establish and maintain internal control policies that describe the separation of duties and monitoring and oversight of timesheet completion. The Grantee shall verify that timesheets have been reviewed prior to submission and comply with its written timesheet policy.
- d. The Grantee shall submit invoices, supporting documentation, and detailed service reports monthly in a file format approved by the State (Excel, Word, Adobe PDF, etc.). Service reports shall include demographic information about the individuals served and the services provided. The monthly service reports shall include, at a minimum, the following:
  - (1) Name of the client/Student with a Disability;
  - (2) Specific services and/or activities provided to each Student with a Disability;
  - (3) Number of instructional units and/or activities provided;
  - (4) Name and location of school where each Student with a Disability is registered, and
  - (5) Name of each grant-funded staff member who provided direct Pre-ETS services to the Students with a Disability listed on the report

The Grantee shall also provide any other reports related to the Grant Contract that may be requested by the State.

- e. The Grantee shall refer any regular education or special education Student with a Disability who needs more intensive or individualized services to the State. These referrals shall include those students with Individualized Education Programs (IEP), 504 plans, and serious health conditions, in accordance with the appropriate parental/guardian or age-appropriate student's consent. A referral shall be considered an applicant who has completed and signed an application form controlled by the State's Vocational Rehabilitation Services Program or has otherwise requested services. The Grantee shall provide Students with a Disability information about VR throughout the provision of Pre-ETS services. Students who need VR services may be referred to VR at the beginning of the individual's junior year in high school.
  - f. For VR applicants and Pre-ETS students, the Grantee shall give VR staff access to school records and assessment reports, in accordance with the Family, Educational Rights and Privacy Act (FERPA) and with parental/guardian or age-appropriate student's consent, as required to meet federal and other documentation and reporting requirements.
- A.7. The Grantee shall actively engage in assuring that all eligible and interested students have the access, resources and information needed to participate in Pre-ETS activities, including but not limited to the following:

- a. When appropriate, serve as a Pre-ETS subject matter expert at individualized education program meetings for students with disabilities;
  - b. Serve as a resource to local workforce development boards, one-stop centers, and employers to actively participate in the development of work opportunities for individual students with disabilities. Those opportunities may include internships, apprenticeships, summer employment and other employment opportunities available throughout the school year; or
  - c. When appropriate, serve as a Pre-ETS subject matter expert at person-centered planning meetings for individuals receiving services under title XIX of the Social Security Act (42 U.S.C. § 1396 et seq.)
- A.8. The Grantee shall perform this Grant Contract consistent with VR's current approved DRS State Plan as required by Rehabilitation Act of 1973; 34 CFR § 361.28(a)(4), as amended. The State will monitor the performance of the Grantee throughout the duration of the Grant Contract. The Grantee shall provide services under the Grant Contract at an acceptable level of quality as determined by State and in a manner consistent with contemporary standards, customs, and practices. In the event of a performance deficiency, the State may direct the Grantee in writing to provide a corrective action plan. If directed by the State, the Grantee shall prepare and submit to the State a written Corrective Action Plan no later than thirty (30) calendar days after the date of the State's notice of deficiency. Upon the State's approval of the corrective action plan, the Grantee shall carry out the measures described in the corrective action plan no later than thirty (30) calendar days after the State's approval of the corrective action plan.
- A.9. Neither the State nor the Grantee shall enter into an arrangement with an entity holding a special wage certificate under Section 14(c) of the Fair Labor Standards Act for the purpose of operating a program under which a student with a disability is engaged in work at a subminimum wage. Both parties shall adhere to the documentation requirements under Section 511 of the Workforce Innovations Opportunity Act (WIOA) for students with disabilities seeking subminimum wage employment.
- A.10. At no additional cost to the State, throughout the Term the Grantee shall comply with 2019 Tennessee Laws Pub. Ch. 71, any rules the State may promulgate pursuant to the same, and any written directive the State issues to the Grantee pertaining to background checks.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on October 1, 2020 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Thirty Three Thousand Five Hundred Forty Nine Dollars and Eighty One Cents (\$33,549.81) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

[https://stateoftennessee.formstack.com/forms/transition\\_school\\_to\\_work](https://stateoftennessee.formstack.com/forms/transition_school_to_work)

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Department of Human Services, Vocational Rehabilitation.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
- ii. The amount reimbursed by Grant Budget line-item to date.
- iii. The total amount reimbursed under the Grant Contract to date.
- iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into

of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Gina Burnett  
 Division of Rehabilitation Services  
 James K. Polk Bldg., 15th Floor  
 505 Deaderick Street  
 Nashville, TN 37243  
[Gina.Burnett@tn.gov](mailto:Gina.Burnett@tn.gov)  
 Telephone # 615-350-4357

The Grantee:

Rchard VanHuss, Director of Schools  
 Elizabethton City Schools  
 804 South Watauga Avenue,  
 Elizabethton, TN 37643  
[richard.vanhuss@ecschoools.net](mailto:richard.vanhuss@ecschoools.net)  
 Telephone # 423-547-8000, ext. 8203

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the

State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment B.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint ventures, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaroud plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will

describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."
- E.3. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Grantee shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Grantee warrants that the Grantee is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Grant Contract. The Grantee agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Grant Contract. The Grantee agrees to maintain the confidentiality of all education records and student information. The Grantee shall only use such records and information for the exclusive purpose of performing its duties under this Grant Contract. The obligations set forth in this Section shall survive the termination of this Grant Contract.

The Grantee shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the "Data Accessibility, Transparency and Accountability Act," and any accompanying administrative rules or regulations (collectively "DATAA"). The Grantee agrees to maintain the confidentiality of all

records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Grantee access, and to only use such data for the exclusive purpose of performing its duties under this Grant Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Grantee shall be reported to the State within twenty-four (24) hours.

- E.4. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.5. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.6. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
  - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
  - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

E.7. Transfer of Grantee's Obligations.

The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

- E.8. Disaster Recovery/Continuity of Operations Plan. The Grantee acknowledges and represents to the State that it has implemented a disaster recovery/continuity of operations plan that may be executed in the event of a natural disaster or man-made disaster. Said plan shall be made available to the State upon request.

**IN WITNESS WHEREOF,**

**ELIZABETHTON CITY SCHOOLS:**

---

**GRANTEE SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**DEPARTMENT OF HUMAN SERVICES:**

---

**DANEILLE W. BARNES, COMMISSIONER**

**DATE**

GRANT BUDGET				
AGENCY NAME: Elizabethton City Schools				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:		BEGIN: 10-1-2020	END: 9-30-2021	
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes <sup>2</sup>	\$33,549.81	\$9,080.19	\$42,630.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications <sup>2</sup>	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings <sup>2</sup>	\$0.00	\$0.00	\$0.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance <sup>2</sup>	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost <sup>2</sup>	\$0.00	\$0.00	\$0.00
24	In-Kind Expense <sup>2</sup>	\$0.00	\$0.00	\$0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$33,549.81</b>	<b>\$9,080.19</b>	<b>\$42,630.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.*  
(posted on the Internet at: [https://www.tn.gov/content/dam/tn/finance/ocjp/Appendix\\_J\\_Policy\\_03\\_Report.xls](https://www.tn.gov/content/dam/tn/finance/ocjp/Appendix_J_Policy_03_Report.xls))

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**GRANT BUDGET LINE-ITEM DETAIL:**

AGENCY NAME: Elizabethton City Schools

<b>SALARIES</b>	<b>AMOUNT</b>
Position 1: Transition Coach	\$29,500.00
<b>TOTAL</b>	<b>\$29,500.00</b>

<b>BENEFITS &amp; TAXES</b>	<b>AMOUNT</b>
Position 1: Transition Coach, Soc. Sec., Retirement, Insurance (Life, Medical, and Dental), & Employer Medicare	\$13,130.00
<b>TOTAL</b>	<b>\$13,130.00</b>

**ATTACHMENT B**

**Parent Child Information**

***The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.***

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 2068

Is Elizabethton City Schools a parent?            Yes             No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Elizabethton City Schools a child?            Yes             No

If yes, complete the fields below.

Parent entity's name: \_\_\_\_\_

Parent entity's tax identification number: \_\_\_\_\_

**Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:**

Central Procurement Office, Grants Program Manager  
3<sup>rd</sup> Floor, WRS Tennessee Tower  
312 Rosa L Parks Avenue  
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Parent entity's Edison Vendor ID number, if applicable: \_\_\_\_\_

Click here to choose a school board.

Monitoring: <b>Review: Annually, in March</b>	Descriptor Term: <b>Title IX &amp; Sexual Harassment</b>	Descriptor Code: <b>6.3041</b>	Issued Date:
		Rescinds:	Issued:

1 *General*

2 In order to maintain a safe, civil, and supportive learning environment, all forms of sexual harassment  
3 and discrimination on the basis of sex are prohibited.<sup>1</sup> This policy shall cover employees, employees'  
4 behaviors, students, and students' behaviors while on school property, at any school-sponsored activity,  
5 on school-provided equipment or transportation, or at any official school bus stop in accordance with  
6 federal law. This policy shall be disseminated annually to all school staff, students, and  
7 parent(s)/guardian(s).<sup>2</sup> The Title IX Coordinator as well as any personnel chosen to facilitate the  
8 grievance process shall not have a conflict of interest against any party of the complaint.<sup>3</sup> These  
9 individuals shall receive training as to how to promptly and equitably resolve student and employee  
10 complaints.<sup>3</sup>

11 All employees shall receive training on complying with this policy and federal law.<sup>4</sup>

12 **TITLE IX COORDINATOR<sup>5</sup>**

13 The Title IX Coordinator shall respond promptly to all general reports as well as formal complaints of  
14 sexual harassment. He/she shall be kept informed by school-level personnel of all investigations and  
15 shall provide input on an ongoing basis as appropriate.

16 Any individual may contact the Title IX Coordinator at any time using the information below:

17 **Title:** Mr. John Hutchins, Assistant Director of Schools for Operations

18 **Mailing address:** 804 S. Watauga Ave, Elizabethton, TN 37643

19 **Phone number:** 423-547-8000

20 **Email:** [john.hutchins@ecschoools.net](mailto:john.hutchins@ecschoools.net)

21

22 **Title:** Dr. Jon Minton, Principal

23 **Mailing address:** 907 Jason Witten Way, Elizabethton, TN 37643

24 **Phone number:** 423-547-8015

25 **Email:** [jon.minton@ecschoools.net](mailto:jon.minton@ecschoools.net)

1 **Title:** Mr. Chris Berry, Principal

2 **Mailing address:** 305 W E Street, Elizabethton, TN 37643

3 **Phone number:** 423-547-8025

4 **Email:** [chris.berry@ecschoools.net](mailto:chris.berry@ecschoools.net)

5

6 **Title:** Mr. John Wright, Principal

7 **Mailing address:** 1310 Burgee Street, Elizabethton, TN 37643

8 **Phone number:** 423-547-8030

9 **Email:** [john.wright@ecschoools.net](mailto:john.wright@ecschoools.net)

10

11 **Title:** Mr. Eric Wampler, Principal

12 **Mailing address:** 226 Cedar Ave., Elizabethton, TN 37643

13 **Phone number:** 423-547-8020

14 **Email:** [eric.wampler@ecschoools.net](mailto:eric.wampler@ecschoools.net)

15

16 **Title:** Mr. Travis Hurley, Principal

17 **Mailing address:** 800 Siam Road, Elizabethton, TN 37643

18 **Phone number:** 423-547-8010

19 **Email:** [travis.hurley@ecschoools.net](mailto:travis.hurley@ecschoools.net)

20

## 21 **DEFINITIONS<sup>4</sup>**

22 “Complainant” is an individual who is alleged to be the victim of conduct that could constitute sexual  
23 harassment.

24 “Respondent” is an individual who is reported to be the perpetrator of conduct that could constitute  
25 sexual harassment.

26 “Sexual harassment” is conduct on the basis of sex that satisfies one or more of the following:<sup>3</sup>

- 1 1. A school district employee conditioning an aid, benefit, or service of an education program or  
2 activity on an individual's participation in unwelcome sexual conduct;
- 3
- 4 2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and  
5 objectively offensive that it effectively denies a person equal access to the education program  
6 or activity; or
- 7 3. Sexual assault,<sup>6</sup> dating violence,<sup>7</sup> domestic violence,<sup>8</sup> or stalking<sup>9</sup> as defined in state and federal  
8 law.

9 Behaviors that constitute sexual harassment may include, but are not limited to:

- 10 1. Sexually suggestive remarks;
- 11
- 12 2. Verbal harassment or abuse;
- 13
- 14 3. Sexually suggestive pictures;
- 15
- 16 4. Sexually suggestive gesturing;
- 17
- 18 5. Harassing or sexually suggestive or offensive messages that are written or electronic;
- 19
- 20 6. Subtle or direct propositions for sexual favors; and
- 21
- 22 7. Touching of a sexual nature.

23 Sexual harassment may be directed against a particular person or persons, or a group, whether of the  
24 opposite sex or the same sex.

25 "Supportive measures" are non-disciplinary, non-punitive, individualized services and shall be offered  
26 to the complainant and the respondent, as appropriate. These measures may include, but are not limited  
27 to, the following:

- 28 1. Counseling;
- 29
- 30 2. Course modifications;
- 31
- 32 3. Schedule changes; and
- 33
- 34 4. Increased monitoring or supervision.

35 The measures offered to the complainant and the respondent shall remain confidential to the extent that  
36 maintaining such confidentiality would not impair the ability of the school district to provide the  
37 supportive measures.

## 38 **GRIEVANCE PROCESS**

1 Upon learning of an instance of alleged sexual harassment, even if no formal complaint is filed, the  
2 Title IX Coordinator shall:

- 3 1. Promptly contact the complainant to discuss the availability of supportive measures;
- 4
- 5 2. Consider the complainant's wishes with respect to supportive measures;
- 6
- 7 3. Inform the complainant of the availability of supportive measures; and
- 8
- 9 4. Explain the process for filing a formal complaint.<sup>10</sup>

10 While the school district will respect the confidentiality of the complainant and the respondent as much  
11 as possible, some information may need to be disclosed to appropriate individuals. All disclosures shall  
12 be consistent with the school district's legal obligations and the necessity to investigate allegations of  
13 harassment and take disciplinary action.

14 Disciplinary consequences or sanctions shall not be initiated against the respondent until the grievance  
15 process has been completed. Unless there is an immediate threat to the physical health or safety of any  
16 student arising from the allegation of sexual harassment that justifies removal, the respondent's  
17 placement shall not be changed.<sup>11</sup> If the respondent is an employee, he/she may be placed on  
18 administrative leave during the pendency of the grievance process.<sup>12</sup> The Title IX Coordinator shall  
19 keep the Director of Schools informed of any employee respondents so that he/she can make any  
20 necessary reports to the State Board of Education in compliance with state law.<sup>13</sup>

## 21 **Complaints**

22 Any individual who has knowledge of behaviors that may constitute a violation of this policy shall  
23 immediately report such information to the Title IX Coordinator, however, nothing in this policy requires  
24 a complainant to either report or file a formal complaint within a certain timeframe. If the complaint  
25 involves the Title IX Coordinator, the complaint shall be filed with the Director of Schools.

26 If a complaint involves allegations of child abuse, including child abuse on school grounds, appropriate  
27 notification shall be made per the board policy on reporting child abuse.

28 Upon receipt of a formal complaint, the Title IX Coordinator shall promptly:<sup>14</sup>

- 29 1. Provide written notice of the allegations, and the grievance process to all known parties to give  
30 the respondent time to prepare a response before an initial interview;
- 31
- 32 2. Inform the parties of the prohibition against making false statement or knowingly submitting  
33 false information;
- 34
- 35 3. Inform the parties that they may have an advisor present during any subsequent meetings; and
- 36
- 37 4. Offer supportive measures in an equitable manner to both parties.

38

1 Except in cases where an employee is alleged to have sexually harassed a student, the Title IX  
2 Coordinator shall provide the parties to a formal complaint a written notice disclosing the allegations,  
3 the requirements of the informal resolution process and the consequences of participating in the  
4 informal resolution process that does not involve a full investigation and adjudication of the complaint.  
5 The parties may voluntarily agree in writing to participate in the informal resolution process, provided  
6 that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal  
7 resolution process and resume the grievance process with respect to the formal complaint.

8 If the Title IX Coordinator dismisses a complaint, written notice, including the reasons for dismissal,  
9 shall be provided to both parties simultaneously.<sup>15</sup>

## 10 **Investigations**<sup>16</sup>

11 The Title IX Coordinators and Building Administrators shall serve as the investigator and be responsible  
12 for investigating complaints in an equitable manner that involves an objective evaluation of all relevant  
13 evidence. The burden for obtaining evidence sufficient to reach a determination regarding responsibility  
14 rests on the school district and not the complainant or respondent.

15 Once a complaint is received, the Investigator shall initiate an investigation within forty-eight (48) hours  
16 of receipt of the complaint. If an investigation is not initiated within forty-eight (48) hours, the  
17 investigator shall provide the Title IX Coordinator with appropriate documentation detailing the reasons  
18 why the investigation was not initiated within the required timeframe.

19 All investigations shall be completed within twenty (20) calendar days from the receipt of the initial  
20 complaint. If the investigation is not complete within twenty (20) calendar days, the investigator shall  
21 provide the Title IX Coordinator with appropriate documentation detailing the reasons why the  
22 investigation has not been completed.

23 All investigations shall:

- 24 1. Provide an equal opportunity for the parties to present witnesses and evidence;  
25
- 26 2. Not restrict the ability of either party to discuss the allegations under investigation or gather  
27 and present relevant evidence;  
28
- 29 3. Refrain from requiring, allowing, relying upon, or otherwise using questions or evidence that  
30 seek disclosure of information protected under a legally recognized privilege unless such  
31 privilege has been waived;<sup>17</sup>  
32
- 33 4. Provide the parties with the same opportunities to have others present during any grievance  
34 proceeding;  
35
- 36 5. Provide to parties whose participation is requested written notice of the date, time, location,  
37 participants, and purpose of all investigative interviews, or other meetings, with sufficient time  
38 for the party to prepare to participate;  
39

- 1       6. Provide both parties an equal opportunity to inspect and review any evidence directly related to  
2       the allegations in the formal complaint; and  
3
- 4       7. Result in the creation of an investigative report that fairly summarizes relevant evidence.  
5
- 6             a. Prior to the completion of the investigative report, the investigator shall send to each  
7             party the evidence subject to inspection and review. All parties shall have at least ten  
8             (10) days to submit a written response which shall be taken into consideration in  
9             creating the final report.

10       Within the parameters of the federal Family Educational Rights and Privacy Act,<sup>18</sup> the Title IX  
11       Coordinator shall keep the complainant and the respondent informed of the status of the investigation  
12       process. At the close of the investigation, a written final report on the investigation will be delivered to  
13       the parent(s)/guardian(s) of the complainant, parent(s)/guardian(s) of the respondent, and to the  
14       Director of Schools.

### 15       **Determination of Responsibility**<sup>19</sup>

16       The respondent is presumed not responsible for the alleged conduct until a determination regarding  
17       responsibility is made at the conclusion of the grievance process.<sup>20</sup> The preponderance of the evidence  
18       standard shall be used in making this determination.<sup>21</sup>

19       Assistant Director of Schools for Curriculum, Director of Accountability, and Director of Special  
20       Education shall act as the decision-maker. He/she shall receive the final report of the investigation and  
21       allow each party the opportunity to submit written questions that he/she wants asked of any party or  
22       witness prior to the determining responsibility.

23       The decision-maker shall make a determination regarding responsibility and provide the written  
24       determination to the parties simultaneously along with information about how to file an appeal.

25       A substantiated charge against a student may result in corrective or disciplinary action up to and  
26       including expulsion. A substantiated charge against an employee shall result in disciplinary action up to  
27       and including termination.

28       After a determination of responsibility is made, the Title IX Coordinator shall work with the complainant  
29       to determine if further supportive measures are necessary. The Title IX Coordinator shall also determine  
30       whether any other actions are necessary to prevent reoccurrence of the harassment.

### 31       **APPEALS**<sup>22</sup>

32       Either party may appeal from a determination of responsibility based on a procedural irregularity that  
33       affected the outcome, new evidence that was not reasonably available at the time of the determination  
34       that could affect the outcome, or an alleged conflict of interest on the part of the Title IX Coordinator or  
35       any personnel chosen to facilitate the grievance process. Appeals shall be submitted to the Title IX  
36       Coordinator within ten (10) days of a determination of responsibility. The Director of Schools will serve  
37       at the impartial hearing officer.

38       Upon receipt of an appeal, the Title IX Coordinator shall:

- 1           1. Notify the parties in writing.
- 2           During the appeal process, the parties shall have a reasonable, equal opportunity to submit written
- 3           statements. Within ten (10) calendar days, the hearing officer shall issue a written decision describing
- 4           the result of the appeal and the rationale for the result. The written decision shall be provided
- 5           simultaneously to both parties.

## 6           **RETALIATION**<sup>23</sup>

- 7           Retaliation against any person who makes a report or complaint or assists, participates, or refuses to
- 8           participate in any investigation of an act alleged in this policy is prohibited.

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### Legal References

1. 34 CFR § 106.1
2. 34 CFR § 106.8(b),(c)
3. 34 CFR § 106.45(b)(1)(iii); 34 CFR § 106.45(b)(10)(D)
4. 34 CFR § 106.30(a)
5. 34 CFR § 106.8(a)
6. 20 USCA 1092(f)(6)(A)(v); TCA 36-3-601(10); TCA 71-6-302
7. 34 USCA 12291(a)(10)
8. 34 USCA 12291(a)(8); TCA 40-14-109
9. 34 USCA 12291(a)(30); TCA 39-17-315; TCA 36-3-601(11)
10. 34 CFR § 106.44(a)
11. 34 CFR § 106.44(c)
12. 34 CFR § 106.44(d)
13. TRR/MS 0520-02-03-.09(2); TCA 49-5-417(c)
14. 34 CFR § 106.45(b)(2)
15. 34 CFR § 106.45(b)(3)
16. 34 CFR § 106.45(b)(5); 34 CFR § 106.45(b)(1)(v)
17. 34 CFR § 106.45(b)(1)(x)
18. 20 USCA § 1232g
19. 34 CFR § 106.45(b)(7)
20. 34 CFR § 106.45(b)(1)(iv)
21. 34 CFR § 106.45(b)(1)(vii)
22. 34 CFR § 106.45(b)(8)
23. 34 CFR § 106.71

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### Cross References

Section 504 and ADA Grievance Procedures 1.802  
 Discrimination/Harassment of Employees (Sexual, Racial,  
 Ethnic, Religious) 5.500  
 Staff-Student Relations 5.610  
 Code of Conduct 6.300  
 Student Discrimination, Harassment, Bullying, Cyber-  
 bullying, and Intimidation 6.304  
 Child Abuse and Neglect 6.409

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in April</b>	Descriptor Term: <b>Student Concerns</b>	Descriptor Code: <b>6.305</b>	Issued Date: <b>08/31/99</b>
		Rescinds: <b>6.3041</b>	Issued:

## 1 STUDENT CONCERNS AND COMPLAINTS

2 Decisions made by school personnel — such as aides, teachers, or assistant principals — which students  
3 believe are unfair or in violation of pertinent policies of the Board or individual school rules may be  
4 appealed to the school principal or a designated representative. To appeal, students will contact the  
5 principal's office in their school and provide their name, the issue and the reason for their appeal on a  
6 printed form available at the school office within two days. The appeal will usually be decided  
7 confidentially and promptly, preferably within five (5) school days.

8 However, if the principal does not make a decision within five (5) school days following the date of  
9 complaint, students or parents may appeal at that time by contacting the director of schools/designee at  
10 the central office. The information provided should include the student's name, the school and a  
11 description of the problem.

12 An investigation and decision will be made within two (2) school days and communicated to the school  
13 principal and student by telephone. A written copy of the decision also will be sent to the student and  
14 the principal.

## 15 **DISCRIMINATION/HARASSMENT GRIEVANCE PROCEDURES**

16 ~~*Filing a Complaint*—Any student of this school district who wishes to file a discrimination/harassment  
17 grievance against another student or an employee of the district may file a written or oral (recorded, if  
18 possible) complaint with a complaint manager.<sup>+</sup> Students may also report an allegation of  
19 discrimination/harassment to any teacher or other adult employed in the school who shall inform a  
20 complaint manager of the allegation. The complaint should include the following information:~~

- 21 ~~\_\_\_\_\_ Identity of the alleged victim and person accused;~~
- 22 ~~\_\_\_\_\_ Location, date, time and circumstances surrounding the alleged incident;~~
- 23 ~~\_\_\_\_\_ Description of what happened;~~
- 24 ~~\_\_\_\_\_ Identity of witnesses; and~~
- 25 ~~\_\_\_\_\_ Any other evidence available.~~

~~*Investigation*—Within twenty-four hours of receiving the student's complaint, the complaint manager shall notify the complaining student's parent/guardian and the principal who shall inform the director of schools. The parent/guardian shall be given notice of the right to attend an interview of the student in a non-intimidating environment in order to elicit full disclosure of the student's allegations. This interview shall take place within five (5) days from the time the complaint was first made. If no parent/guardian attends the interview, another adult, mutually agreed upon by the student and the complaint manager, shall attend and may serve as the student's advocate. After a complete investigation, if the allegations are substantiated, immediate and appropriate corrective or disciplinary action shall be initiated. The complaint and identity of the complainant will not be disclosed except (1) as required by law or this policy; or (2) as necessary to fully investigate the complaint; or (3) as authorized by the complainant. A school representative will meet with and advise the complainant regarding the findings, and whether corrective measures and/or disciplinary action were taken. The investigation and response to the complainant will be completed within thirty (30) school days. Copies of the of the report will be sent to the student, principal, Federal Rights Coordinator and the director of schools. One copy shall be kept in the complaint manager's file for one (1) year beyond the student's eighteenth (18th) birthday. The director of schools shall keep the Board informed of all complaints.~~

~~*Decision and Appeal*—If the complainant is not in agreement with the findings of fact as reported by the complaint manager, an appeal may be made, within five (5) work days to the director of schools. The director of schools will review the investigation, make any corrective action deemed necessary and provide a written response to the complainant. If the complainant is not in agreement with director of schools' findings of fact, appeal may be made to the Board of Education within five (5) work days. The Board shall, within thirty (30) days from the date the appeal was received, review the investigation and the actions of the director of schools and may support, amend or overturn the actions based upon review and report their decision in writing to the complainant.~~

## ~~**APPOINTING COMPLAINT MANAGERS**~~

~~The director of schools shall appoint at least two complaint managers, one of each gender for each school. The Federal Rights Coordinator may serve as a complaint manager. The director of schools shall insert into this policy the names, addresses and telephone numbers of current complaint managers. (*see note*)~~

~~This policy shall be published in the parent/student handbook distributed annually to every student. Building administrators are responsible for educating and training their respective staff and students as to the definition and recognition of discrimination/harassment.~~

~~*(Note: Title IX regulations require districts to identify the name, address and telephone number of the person who is responsible for coordinating the district's compliance efforts. A policy should not be adopted with a person's name in it; rather, the identifying information can be added and amended as necessary.)*~~

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Legal References:

1. Title IX, Education Amendment of 1972,
2. 20 U.S.C. §1681,et seq.

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Cross References:

1. Appeals To & Appearances Before the Board 1.404
2. Section 504/ADA Grievance Procedures 1.802

**Cross References**

- Appeals To & Appearances Before the Board 1.404
- Instructional Program 4.100
- Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation 6.304
- Title IX & Sexual Harassment 6.3041

# Elizabethton Board of Education

Monitoring:  Review: Annually, in April	Descriptor Term:  <b>Student Discrimination, Harassment, Bullying, Cyber-bullying and Intimidation</b>	Descriptor Code: <b>6.304</b>	Issued Date: <b>11/14/17</b>
		Rescinds: <b>6.304</b>	Issued: <b>01/16/14</b>

1 ~~The Elizabethton City Board of Education has determined that a safe, civil, and supportive environment in school~~  
2 ~~is necessary for students to learn and achieve high academic standards. In order to maintain that environment, acts~~  
3 ~~of bullying, cyber-bullying, discrimination, harassment, hazing or any other victimization of students, based on~~  
4 ~~any actual or perceived traits or characteristics, are prohibited.<sup>1</sup>~~

5 In order to maintain a safe, civil, and supportive environment in school for students to learn and achieve  
6 high academic standards, acts of bullying, cyber-bullying, discrimination, harassment, intimidation,  
7 hazing, or any other victimization of students, based on any actual or perceived traits or characteristics,  
8 are prohibited.<sup>1</sup>

9 This policy shall be disseminated annually to all school staff, students, and parent(s)/guardian(s).<sup>2</sup> This policy  
10 shall cover employees, employees' behaviors, students and students' behaviors while on school property, at any  
11 school-sponsored activity, on school-provided equipment or transportation, or at any official school bus stop. If  
12 the act takes place off of school property or outside of a school-sponsored activity, this policy is in effect if the  
13 conduct is directed specifically at a student ~~or students~~ and has the effect of creating a hostile educational  
14 environment or otherwise creating a substantial disruption to the education environment or learning process.

15 ~~Building administrators and/or Human Resources Staff are responsible for educating and training their respective~~  
16 ~~staff and students as to the definition and recognition of violations of this policy. Building administrators will~~  
17 ~~document to the director of schools no later than October 1 that they have complied with this requirement.~~

18 The principal/designee is responsible for educating and training respective staff and students as to the  
19 definition and recognition of discrimination/harassment.<sup>3</sup>

20 The Director of Schools shall develop forms and procedures to ensure compliance with the  
21 requirements of this policy and state law.

## 22 **DEFINITIONS<sup>4</sup>**

23 ~~When looking at the totality of the circumstances, harassment, bullying, intimidation, cyber-bullying, or any other~~  
24 ~~disruptive or violent behavior includes conduct, gestures, written, verbal, graphic, or written acts, including~~  
25 ~~electronically transmitted acts, toward a student which are based on actual or perceived trait or characteristic of~~  
26 ~~the student and creates an educational environment that meets one or more of the following conditions:~~

- 27 • ~~Places the student in reasonable fear of harm for the student's person or property;~~
- 28 • ~~Has a substantially detrimental effect on the student's physical or mental health;~~
- 29 • ~~Has the effect of substantially interfering with the student's academic performance; or~~
- 30 • ~~Has the effect of substantially interfering with the student's ability to participate in or benefit from the~~  
31 ~~services, activities, or privileges provided by a school.~~

~~*Bullying/Intimidation/Harassment* is conduct that meets one or more of the following criteria:~~ is an act that substantially interferes with a student's educational benefits, opportunities, or performance, and the act has the effect of:

- ~~• Is an act directed at one or more students that is intended to harm or embarrass;~~
- ~~• Is repeated over time; and~~
- ~~• Involves an imbalance of physical, emotional or social power.~~
- 1. Physically harming a student or damaging a student's property;
- 2. Knowingly placing a student in reasonable fear of physical harm to the student or damage to the student's property;
- 3. Causing emotional distress to a student; or
- 4. Creating a hostile educational environment.

~~*Bullying* can be conducted verbally and in writing (teasing, name-calling, taunting, threatening to cause harm) socially/relationally (hurting someone's reputation or relationship), or physically (hurting someone or their possessions).~~

Bullying, intimidation, or harassment may also be unwelcome conduct based on a protected class (race, nationality, origin, color, sex, age, disability, religion) that is severe, pervasive, or persistent and creates a hostile environment.

*Cyber-bullying* is a form of bullying undertaken through the use of electronic devices. Electronic devices include, but are not limited to, telephones, cellular phones or other wireless telecommunication devices, text messaging, emails, social networking sites, instant messaging, videos, web sites or fake profiles.

~~*Harassment* is conduct that meets the following criteria:~~

- ~~• Unwelcome conduct based on a protected class (race, national, origin, color, gender, age, disability, religion) that is severe, pervasive, or persistent and creates a hostile environment.~~
- ~~• "Sexual Harassment" includes unwelcome conduct of a sexual nature, which can include unwelcome sexual advances, requests for sexual favors, or other verbal, nonverbal, or physical conduct of a sexual nature or conduct aimed at defining a student in a sexual manner or conduct impugning the character of a student based on allegations of sexual promiscuity.~~

~~Other acts of violent behavior may include:~~

*Hazing* —An is an intentional or reckless act by a student or group of students that is directed against any other student(s) that endangers the mental or physical health or safety of the student(s) or that induces or coerces a student to endanger his/her mental or physical health or safety. Coaches and other employees of the school district shall not encourage, permit, condone or tolerate hazing activities.<sup>35</sup>

*Hazing* does not include customary athletic events or similar contest or competitions and is limited to those actions taken and situations created in connection with initiation into or affiliation with any organization.

## COMPLAINTS AND INVESTIGATIONS

~~Alleged victims of the above-referenced offenses shall report these incidents immediately to a teacher, counselor or building administrator.<sup>2</sup> All school employees are required to report alleged violations of this policy to the~~

1 ~~principal/designee. All other members of the school community, including students, parents, volunteers, and~~  
2 ~~visitors, are encouraged to report any act that may be a violation of this policy.~~

3 Any individual who has knowledge of behaviors that may constitute a violation of this policy shall promptly report  
4 such information to the principal/designee.<sup>6</sup>

5 While reports may be made anonymously, an individual's need for confidentiality must be balanced with  
6 obligations to cooperate with police investigations or legal proceedings, to provide due process to the accused, to  
7 conduct a thorough investigation or to take necessary actions to resolve a complaint., and The identity of parties  
8 and witnesses may be disclosed in appropriate circumstances to individuals with a need to know.

9 The principal/designee at each school shall be responsible for investigating and resolving complaints. Once the  
10 report is received, the principal/designee shall initiate an investigation within forty-eight (48) hours of receipt of  
11 the report. If an investigation is not initiated within forty-eight (48) hours, the principal/designee shall provide  
12 the Director of Schools with appropriate documentation detailing the reasons why the investigation was not  
13 initiated within the required timeframe.<sup>7</sup> The principal/designee shall immediately notify the  
14 parent(s)/guardian(s) when a student is involved in an act of discrimination, harassment, intimidation, bullying,  
15 or cyber-bullying. The principal/designee shall provide information on district counseling and support services.  
16 Students involved in an act of discrimination, harassment, intimidation, bullying, or cyber-bullying shall be  
17 referred to the appropriate school counselor by the principal/designee when deemed necessary.<sup>8</sup>

18 The principal/designee is responsible for determining whether an alleged act constitutes a violation of this  
19 policy, and such act shall be held to violate this policy when it meets one of the following conditions:

- 20
- 21 • It places the student in reasonable fear or harm for the student's person or property;
  - 22 • It has a substantially detrimental effect on the student's physical or mental health;
  - 23 • It has the effect of substantially interfering with the student's academic performance; or
  - 24 • It has the effect of substantially interfering with the student's ability to participate in or benefit from the  
services, activities, or privileges provided by a school.

25 Upon the determination of a violation, the principal/designee shall conduct a prompt, thorough, and complete  
26 investigation of each alleged incident. ~~Within the parameters of the federal Family Privacy Act (FERPA) at 20~~  
27 ~~U.S.C. § 1232g, a written report on the investigation will be delivered to the parents of the complainant, parents~~  
28 ~~of the accused students and to the Director of Schools.~~ All investigations shall be completed and appropriate  
29 intervention taken within twenty (20) calendar days from the receipt of the initial report.<sup>7</sup> If the investigation is  
30 not complete or intervention has not taken place within twenty (20) calendar days, the principal/designee shall  
31 provide the Director of Schools with appropriate documentation detailing the reasons why the investigation has  
32 not been completed or the appropriate intervention has not taken place.<sup>7</sup> Within the parameters of the federal  
33 Family Educational Rights and Privacy Act,<sup>9</sup> a written report on the investigation will be delivered to all  
34 involved parties and the Director of Schools.

35 ~~When a complaint alleges a violation of this policy where this is physical harm or the threat of physical~~  
36 ~~harm to a student or a student's property, the principal/designee of each middle school, junior high~~  
37 ~~school, or high school shall, following an investigation, report the findings and any disciplinary actions~~  
38 ~~taken to the director of schools and the chair of the board of education.~~

39 **RESPONSE AND PREVENTION<sup>10</sup>**

1 ~~School administrators~~ The principal/designee shall consider the nature and circumstances of the  
2 incident, the age of the violator individual, the degree of harm, previous incidences or patterns of  
3 behavior, or any other factors, as appropriate to properly respond to each situation.

4 A substantiated charge against an employee shall result in disciplinary action up to and including  
5 termination. ~~A substantiated charge against a student may result in corrective or disciplinary action up~~  
6 ~~to and including suspension.~~ The employee may appeal this decision by contacting the Assistant  
7 Director of Schools for Operations.

8 ~~An employee disciplined for violation of this policy may appeal the decision by contacting the Federal~~  
9 ~~Rights Coordinator or the Director of Special Education. Any student disciplined for violation of this~~  
10 ~~policy may appeal the decision in accordance with disciplinary policies and procedures. (Policy 6.317)~~

A substantiated charge against a student may result in corrective or disciplinary action up to and  
including suspension. The student may appeal this decision in accordance with disciplinary policies and  
procedures.

11

## 12 REPORTS

13 When a complaint is filed alleging a violation of this policy where there is physical harm or the threat of  
14 physical harm to a student or a student's property, the principal/designee of each middle school, junior  
15 high school, or high school shall report the findings and any disciplinary actions taken to the Director of  
16 Schools and the Chair of the Board.<sup>11</sup>

17

18 By July 1 of each year, the director of schools/designee shall prepare a report of all of the bullying  
19 cases brought to the attention of school officials during the prior academic year. The report shall also  
20 indicate how the cases were resolved and/or the reasons they are still pending. This report shall be  
21 presented to the board of education at its regular July meeting, and it shall be submitted to the state  
22 department of education by August 1.<sup>12</sup>

## 23 RETALIATION AND FALSE ACCUSATIONS

24 Retaliation against any person who reports or assists in any investigation of an act alleged in this policy  
25 is prohibited. The consequences and appropriate remedial action for a person who engages in retaliation  
26 shall be determined by the administrator principal/designee after consideration of the nature, severity,  
27 and circumstances of the act.<sup>13</sup>

28 False accusations accusing another person of having committed an act prohibited under this policy are  
29 prohibited. The consequences and appropriate remedial action for a person found to have falsely accused  
30 another may range from positive behavioral interventions up to and including suspension and  
31 expulsion.<sup>14</sup>

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**Legal References**

1. TCA 49-6-4503
2. 20 USCS §§ 1681 to 1686
3. TCA 49-2-120

**Legal References**

1. TCA 49-6-4503(a), (b)(3)
2. TCA 49-6-4503(b)(11)
3. TCA 49-6-4503(b)(12)
4. TCA 49-5-503(b)(2), (13)
5. TCA 49-2-120
6. TCA 49-6-4503(b)(5)
7. TCA 49-6-4503(b)(6)
8. TCA 49-6-4503(b)(14)
9. 20 USCA § 1232g
10. TCA 49-6-4503(b)(4), (7)-(8)
11. TCA 49-6-4503(d)(3)
12. TCA 49-6-4503(c)(2)(B)
13. TCA 49-6-4503(b)(9)
14. TCA 49-6-4503(b)(10)
15. 20 USCA §§ 1681 to 1686

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**Cross References**

Appeals To and Appearances Before the Board 1.404  
Staff-Student Relations 5.610  
Student Complaints and Grievances 6.305  
Discipline Procedures 6.313

**Cross References**

Appeals to and Appearances Before the Board 1.404  
Section 504 and ADA Grievance Procedures 1.802  
Staff-Student Relations 5.610  
Student Goals 6.100  
Title IX & Sexual Harassment 6.3041  
Student Complaints and Grievances 6.305  
Code of Conduct 6.300  
Child Abuse and Neglect 6.409  
Student Suicide Prevention 6.415