

# ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION

## REGULAR SCHEDULED MEETING

*Tuesday, October 15, 2019, @ 6:30 PM*

### Board members

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

The Elizabethton Board of Education will meet on Tuesday, October 15, 2019, 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. **TIME FOR CITIZENS TO SPEAK**
5. **APPROVE CONSENT AGENDA AND REGULAR AGENDA**
6. **CONSENT AGENDA**
  - A. Minutes of Regular Meeting: September 17, 2019.
  - B. Approve General Purpose Fund Financial Statement, September 30, 2019.
  - C. Approve Federal Projects Fund Financial Statement, September 30, 2019.
  - D. Approve School Nutrition Fund Financial Statement, September 30, 2019.
  - E. Approve Revised Board Policy 2.601 Fundraising Activities, second reading.
  - F. Approve travel for Dr. Corey Gardenhour to attend the TOSS Licensure and Teacher Ethics meeting in Knoxville, Tennessee on Wednesday, October 30, 2019.
7. **REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS**

**New Position:** Jon D. Scott, Cross Country Asst. Coach at TAD, effective 9/20/2019.

**New Hire:** Bobbye Carothers, ESP Student Leader, Systemwide, effective 9/23/2019, Adam Laney, Asst. Girls Soccer Coach at EHS, effective 9/16/2019, Chelsi Belcher, Custodian at EHS, effective 9/16/2019, Timi "Lynn" Lewis, Teacher at HME, effective 9/30/2019, Ginger Dreher, Asst. to the Teacher at HME, effective 9/17/2019, Kevin Harmon, Bus Driver-Systemwide, effective 9/17/2019.

**Resignation:** Krystall Flowe, Asst. to the Teacher at ES, effective 9/27/2019; Johnathan Perry, Asst. to the Teacher at WSE, effective 10/11/2019.

**Transfer:** Alyssa Fisher, Part-time Asst. to the Teacher at EHS to Part-time Special Ed/Homebound Teacher, Systemwide, effective 9/30/2019.

**Leave of Absence:** Jacob Davis, Teacher at HME, 10/1/2019-10/4/2019 and 10/14/2019; Barb Rangel, Asst. to the Teacher at HME 9/17/2019-10/18/2019; Whitney Birchfield, Teacher at HME, 8/16/2019-11/15/2019; Brandi McCloud, Teacher at TAD, 9/23/2019-10/11/2019.
8. **OTHER**
  - A. Director's Update
    - a. Joe Alissandrello will demonstrate Avigilon Security Solutions.

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

- B. Board Reports
- C. Student Liaison's Report
- D. School Report

**9. REGULAR AGENDA**

- A. Approve the issuance of credit cards for Elizabethton City Schools Principals.
- B. Approve Amended and Restated XQ Grant Agreement by and between XQ Institute and Elizabethton High School.
- C. Approve travel for a teacher/student exchange with fellow XQ Super School, Crosstown High in Memphis, Tennessee on October 23-25, 2019 for four male students (2 freshmen and 2 sophomore), two EHS Teachers, Mr. Dan Mills and Mr. Virgil McKee to accompany the students on the exchange as chaperones. (Please see attached documentation for details.)
- D. Reject Bid Number ECSS FY 2019-2020-02 for EHS Courtyard Renovations.
- E. Approve first reading of Board Policy 5.301 - Emergency Legal Leave, as revised.
- F. Approve first reading of Board Policy 6.300 - Code of Conduct, as revised.

**10. FOR YOUR INFORMATION**

- A. Jackson, Shields, Yeiser, Holt, Owen & Bryant Statement for the period ending August 31, 2019.

ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION  
REGULAR SCHEDULED MEETING  
Tuesday, September 17, 2019 6:30 PM  
Mack Pierce Board Room

The Elizabethton Board of Education met in a regular meeting on Tuesday, September 17, 2019, at 6:30 PM, at Mack Pierce Board Room.

Attendance Taken at 6:34 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 Phil Isaacs Motion to approve the Consent and Regular agenda. Motion carried.

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

aye: 5, nay: 0

TIME FOR CITIZENS TO SPEAK

CONSENT AGENDA

Minutes of Regular meeting: August 20, 2019.

Approve General Purpose Fund Financial Statement, August 31, 2019.

Approve Federal Projects Fund Financial Statement, August 31, 2019.

Approve School Nutrition Fund Financial Statement, August 31, 2019.

Approve second reading of Board Policy 1.101 Role of the Board of Education, as revised.

Approve second reading of Board Policy 1.202 Duties of Board Members, as revised.

Approve second reading of Board Policy 1.2021 Boardsmanship Code of Conduct, as revised.

Approve second reading of Board Policy 4.700 - Testing Programs, as revised.

Approve the travel of Elizabethton High School Seniors in Mr. Charles Dugger's Personal Finance, Economics and Accounting classes, to New York City from Thursday, April 30, 2020 through Sunday, May 3, 2020. (Please see attached cost analysis and brief description of tours, trip specifics and tentative itinerary.

Approve transportation for Mr. Charles Dugger's class of Seniors traveling to the Asheville Regional Airport in Asheville, North Carolina on Thursday, April 30, 2020 and returning on Sunday, May 3, 2020.

Approve the rental of a vehicle to transport the Elizabethton FFA class to an Academic Competition in Indianapolis, Indiana October 29, 2019 through November 2, 2019.

Equipment Disposal Request from Penny Nave, Assistant Principal at Harold McCormick Elementary School for two Sony cameras, several various sized metal tables, several decorative tables, a wireless public address system, music sound board cart, sound board, maroon office chair and an 8 ft. brown table. (A complete list of items is attached.)

Equipment disposal requests from Travis Hurley, Principal at East Side Elementary for an NSC Model Laminator, company is out of business and supplies/parts can no longer be purchased. A gray classroom table with a broken leg, large earphone sets (6) that are no longer compatible, a brother printer, and a kidney shaped table that is broken.

Equipment Disposal Requests from John Wright, Principal at West Side Elementary School for Tennessee Science Houghton Mifflin Harcourt textbooks, Scott Foresman Social Studies People and Places textbooks, Houghton Mifflin Harcourt Tennessee Science (15), Scott Foresman Social Studies People and Places (15), Beginning

Dictionary MacMillan (10), Intermediate Dictionary Scott Foresman (12), Reading Street, Scott Foresman (40), McGraw Hill (29) located in Lee Ann Fox's classroom. A long grey desk, Sanyo television, Sharp TV with remote, white upright cabinet, square (cubed) shelf, Envision Math Tennessee textbooks, magazine rack, filing cabinet and five (5) tables. (Please see attachment for details.)

Equipment Disposal Request from Chris Berry, Principal at T. A. Dugger for the disposal of expired Algebra books.

Equipment Disposal Requests from John Minton, Principal at EHS for the disposal of various History, Psychology, Sociology, Literature, and Grammar books to be sold to outside vendors, if possible, then disposal of remaining books. (Please see attachment for detailed listing of books and materials.)

Equipment Disposal Requests from Brian Culbert, CTE Director at EHS for the disposal of ten (10) computer units and a Rizograph copier. (Please see attachments for details.)

Approve travel for Dr. Corey Gardenhour to attend the Directors' School Law Retreat at Montgomery Bell State Park on Monday, October 21, 2019.

Equipment Disposal Request from Brian Culbert, CTE Director at EHS for the disposal of a Delta radial arm saw (12"), Drill Press, Planer, Sander RB-25 Wide Belt, two wood lathes. (Please see attached Request for details.)

Equipment Disposal Request from Brian Culbert, CTE Director at EHS for disposal of a Powermatic Jointer, Grinder, Spindle (Sander & Spindle), Drill Press, and Jet Bandsaw. (Please see attachment for details.)

Equipment Disposal Request from Brian Culbert, CTE Director at EHS for the disposal of two work benches, glue table, shaper, Enco welder, Delta Band Saw, Delta P20 Scroll Saw, Sears Craftsman Drill Press, South Bend Lathe. (Please see attachment for details.)

Equipment Disposal Request from John Minton, Principal at EHS for the disposal of 2010 Microsoft Excel Books, Microsoft Word Books, Microsoft Powerpoint Books, Microsoft Office Books. Books are outdated and obsolete. (Please see attachment for details.)

REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS

OTHER

## Director's Update

Dr. Gardenhour stated that we've had a great month and our teachers are doing a fantastic job in the classroom and he appreciates them and all their hard work and every effort they put forth to help our students every day. He also thanked the Board for their work. We've been working together on a lot of things and we've had a lot of functions which they've been able to attend and we appreciate that very much. We're glad Mr. O'Quinn is back and feeling better.

Dr. Gardenhour stated there were a few positive things he wanted to pass along. We have a few folks from EHS who have been working hard on our MIT partnership and our partnership with TCAT and Festo and we've just received a lot of equipment from Festo and was able to take Mr. Simerly down to EHS for the Virtual Reality Lab Open House, to talk about some of the opportunities that are going to be provided for our students at EHS. It was fantastic to see our students being able to do some great things and possibly bring some business to Elizabethton.

Dr. Gardenhour thanked Mr. Joe LaPorte and Dr. Bill Armstrong for helping us with our tennis court renovation and we appreciate them very much in seeing the need and coming to the table with dollars to help our students.

We will be approving a contract with Curlee and Associates for special education services that will be free of charge to the school system. They will be billing Medicare and helping reduce the caseload of our speech teachers.

Work has been started on a hardening of entrances for three of our buildings. Mr. VanHuss has worked on the grant and we reallocated those dollars to take care of this.

As previously state, we have final drawings for the Makers Space with Festo, and those have been submitted to the Fire Marshal. We're moving ahead on that project. We'll be having a progress meeting tomorrow if anyone would like to come. It will be at EHS tomorrow, September 18, 2019, at 9:00 a.m.

We had three to show for the arts area pre-bid meeting. We will be looking at bringing that back to the Board to be considered after we see what those numbers are.

We've had a great month. Our hope is that in the near future we will have a lot of opportunity working with the new textbook situation. There's also a lot of opportunity in our State right now to make improvements, and hope to give feedback to our State in choosing a new accountability model.

Ms. Booher stated that everyone should take the time to visit the Virtual Reality Lab at EHS. Allow the students to talk to you about it, put the headset on, and see what the program is really like. The best part of visiting the lab was talking to the students and seeing their enthusiasm.

## Board Reports

### Student Liaison's Report

### School Report

School Report by Mr. John Wright, Principal at West Side Elementary School. John Wright presented his school report on West Side Elementary School. Mr. Wright stated that 2018-2019 was a great year for West Side. Our teachers are what makes it happen. Our K and 1st grade teachers scored a perfect 5 on the Portfolio scores. Our 2nd grade teachers did a tremendous job way above the state average. Third grade math ranked 77th in the State, putting them in the top 8%. Third grade ELA ranked 60th in the State, putting them in the top 6%. Fourth grade Math scored 35% in the State, putting them in the top 5%. Ms. Blevins' students scored 82.7% proficient. Fourth grade ELA scored 49th in the State, putting them in the top 5%. Dr. Markland is responsible for all these statistics. She received her Doctorate last year. Fifth grade math ranked 105th in the State,

putting them in the top 12%. Fifth grade ELA ranked 71st, putting them in the top 8%. The biggest challenge at West Side is growth. It's challenging to grow 82.7%. Our chronic absenteeism is 1.2% which is very low, but we have to continue to do better. We're hoping the flu season will be very light this year. Our school was ranked a four this year and reached Reward School status again. Our custodians give us a clean learning environment, our cooks feed us nutritious meals, our secretaries keep school running, educational assistants help in every way, our interventionists and sped teachers basically ensure our students close the gaps and on grade level. Our students love art and music and a lot of times come to school because of our related arts teachers. Our teachers, teaching the standards, doing the many activities we do, there's no way our school could run at the level it does without all our faculty and staff going above and beyond the call of duty, doing this every single day. Over the summer the Northeast Correctional Center installed a new fitness course that we received from Project Fit America through a grant paid for by Niswonger Children's Hospital. They give away one in this area every year. Our maintenance staff and the inmates put that in over the summer. They also provided indoor equipment and provided some Professional Development with Mrs. VanHuss. If we had purchased the fitness course it would have cost \$20,000.00 to \$30,000.00. Next Thursday, September 26, 2019, everyone is invited to the ribbon cutting for the fitness course. The Ginja Ninja from the American Ninja Warriors television show will be there as well to demonstrate a few things on the course. This will be the official opening of the course. Last year our PTO raised close to \$30,000.00 and spent about \$14,000.00 on playground equipment for the Kindergarten and 2nd grade playground. They also donated about \$10,000.00 for library books for classroom libraries and technology. Also, last year West Side sent a team to the RTI2 Behavior Conference for Tier II training. RTI2 behavior is to try to keep discipline down. We learned a lot as a team and have continued to improve upon the West Side way, instituting a three house system to encourage teamwork and a positive school-wide environment at West Side. Our Counselor, Ms. Reiser has worked tirelessly on this and we will continue to have many activities for our students . We believe that all children need enrichment and they need to belong to something. We have a running club, rocket club, pine derby club,

girls on the run, K kids, and we're going to start a hiking club this fall and each of our houses are going to have a Quidditch team this year. It truly takes a village to raise children and I want to thank the village of West Side that has helped us to raise our children, the parents, faculty and staf, the City of Elizabethton, the Elizabethton Board of Education, Central Office Staff, our PTO, Redstone Church of Elizabethton, Niswonger Children's Hospital, Project Fit America, and the Maintenance and Technology staff. I am thankful for everbody and appreciate your time.

## STUDENT LIAISON'S REPORT

### REGULAR AGENDA

Approval of Agreement between Milligan and The City of Elizabethton for its Elizabethton City Schools, Initial Licensure Clinical Practice and Partnership Guidelines for the 2019-2020 School Year allowing the placement of interns and student teachers in the Elizabethton City Schools. (Please see attachment for complete Partnership Agreement.)

Motion was made by Dr. Grover May, second by Eddie Pless to approve the Agreement between Milligan and The City of Elizabethton for its Elizabethton City Schools, Initial Licensure Clinical Practice and Partnership Guidelines for the 2019-2020 School Year allowing the placement of interns and student teachers in the Elizabethton City Schools. 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 our annual Agreement allowing pre-service teachers come in and work with us to hopefully recruit teachers who want to come to Elizabethton. Approve the addition of a a full-time Teacher Assistant for East Side Elementary School for the 2019-2020 School Year. This Assistant will provide intervention

services to at-risk students. This position will be funded by Title I funds allocated to East Side Elementary School.

Motion was made by Danny O'Quinn, second by Phil Isaacs to approve the addition of a full-time Teacher Assistant for East Side Elementary School for the 2019-2020 School Year. This Assistant will provide intervention services to at-risk students.

This position will be funded by Title I funds allocated to East Side Elementary School. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover  
May: aye

Danny  
O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0 Mr. Hurley will be excited to have an Assistant. This is a need for them for this school year.

Ratify the creation of a K-5 CDC classroom Teacher position to meet the needs of Special Education students at Harold McCormick Elementary.

Motion was made by Dr. Grover May, second by Eddie Pless approve to ratify the creation of a K-5 CDC classroom Teacher position to meet the needs of Special Education students at Harold McCormick Elementary. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover  
May: aye

Danny  
O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0 Mr. VanHuss and Mr. Wampler have been working to make sure we have adequate supervision and adequate personnel to teach those specific students in

the CDC Classrooms. We were able to work within our budget for this calendar year to make it work.

Approve a Master Service Agreement with Stericycle for the disposal of Biohazardous Regulated Medical Waste for Elizabethton City Schools for a total monthly service fee of \$45.80.

Motion was made by Eddie Pless, second by Dr. Grover May to approve a Master Service Agreement with Stericycle for the disposal of Biohazardous Regulated Medical Waste for Elizabethton City Schools for a total monthly service fee of \$45.80. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover  
May: aye

Danny  
O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0 This agreement is to make sure we are properly disposing of biohazardous materials. The clinic boxes will need to be emptied two or three times a year. It is more cost effective to have them emptied once a month than having them emptied two or three times per year.

Approve the Contractual Agreement between Elizabethton City Schools and Deborah L. Curlee Communication Consultants, LLC for the 2019-2020 School Year.

Motion was made by Phil Isaacs, second by Dr. Grover May to approve the Contractual Agreement between Elizabethton City Schools and Deborah L. Curlee Communication Consultants, LLC for the 2019-2020 School Year. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover  
May: aye

Danny  
O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0 We want to be able to reduce the caseloads but increase services for our students. They are licensed professionals, licensed SLP's, that have the same degrees as our employees. They will provide services for those students on TennCare. There will be no cost to us unless we would have someone that is not on TennCare. There are licensed professionals in our area that want to work with our students. There is no will among Administration to reduce the number of employees we currently have in SLP. This will not be used to take anyone's job within our school system. This is a free service on top of the SLP's we currently have. All three of our ladies do a fantastic job. This is all about getting better service to our children.

Approve the purchase of 100 Dell Optiplex 3070 SFF MLK desktop computers at \$528.71 each, for a total of \$52,871.00, to be purchased on State Contract #99AGZ. Motion was made by Dr. Grover May, second by Phil Isaacs to approve the purchase of 100 Dell Optiplex 3070 SFF MLK desktop computers at \$528.71 each, for a total of \$52,871.00, to be purchased on State Contract #99AGZ. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover  
May: aye

Danny  
O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0 These computers will make a lot of our teachers happy as they are replacing a lot of outdated ones our teachers currently have.

FOR YOUR INFORMATION:

Statement from Jackson, Shields, Yeiser, Holt, Owen & Bryant, August 1, 2019 - August 31, 2019.

REMINDER: The next regularly scheduled Board Meeting will be Tuesday, October 15, 2019 at 6:30 p.m., in the Mack Pierce Board Room, offices of the Elizabethton Board of Education, 804 S. Watauga Avenue, Elizabethton, Tennessee 37643.

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Chairman of the Board  
Schools

Director of

Elizabethon City SD, TN  
141 REVENUES FOR BOARD APPROVAL (Date: 9/2019)

10/04/19

Acct	2019-20		2019-20		2019-20		2019-20		September 2019-20					
	Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance - YTD Act	Unencumbered	Monthly Activity	Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance - YTD Act	Unencumbered	Monthly Activity
141 R 40110	000													
CURRENT PROPERTY TAX	3,175,000.00	3,100,000.00	0.00	0.00	3,100,000.00	0.00	0.00	3,100,000.00				3,100,000.00	0.00	0.00
141 R 40120	000													
TRUSTEE'S COLLECTIONS - PRIOR	82,000.00	82,000.00	0.00	0.00	82,000.00	0.00	0.00	82,000.00				82,000.00	0.00	-31,181.53
141 R 40130	000													
CIR CLK/CLK & MASTER COLLECTIO	18,000.00	18,000.00	2,423.24	13.46	18,000.00	2,423.24	13.46	15,576.76				15,576.76	0.00	2,423.24
141 R 40140	000													
INTEREST AND PENALTY	23,000.00	23,000.00	3,853.01	16.75	23,000.00	3,853.01	16.75	19,146.99				19,146.99	0.00	1,556.64
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	0.00	62,500.00				62,500.00	0.00	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	0.00	4,000.00				4,000.00	0.00	0.00
141 R 40210	000													
LOCAL OPTION SALES TAX	2,200,000.00	2,324,955.00	0.00	0.00	2,324,955.00	0.00	0.00	2,324,955.00				2,324,955.00	0.00	-205,373.07
141 R 40275	000													
MIXED DRINK TAX	16,000.00	16,000.00	5,728.84	35.81	16,000.00	5,728.84	35.81	10,271.16				10,271.16	0.00	2,833.57
141 R 40320	000													
BANK EXCISE TAX	20,550.00	20,550.00	0.00	0.00	20,550.00	0.00	0.00	20,550.00				20,550.00	0.00	0.00
141 R 40390	000													
OTHER STATUTORY LOCAL TAXES	25.00	25.00	0.00	0.00	25.00	0.00	0.00	25.00				25.00	0.00	0.00
141 R 41110	000													
MARRIAGE LICENSES	600.00	600.00	99.05	16.51	600.00	99.05	16.51	500.95				500.95	0.00	52.72
141 R 43511	000													
TUITION - REGULAR DAY STUDENTS	310,000.00	310,000.00	22,600.00	7.29	310,000.00	22,600.00	7.29	287,400.00				287,400.00	0.00	0.00
141 R 43513	000													
TUITION - SUMMER SCHOOL	750.00	750.00	0.00	0.00	750.00	0.00	0.00	750.00				750.00	0.00	0.00
141 R 43517	000													
TUITION - OTHER	222,552.00	222,552.00	41,005.66	18.43	222,552.00	41,005.66	18.43	181,546.34				181,546.34	0.00	16,687.06
141 R 44110	000													
INVESTMENT INCOME	26,000.00	34,000.00	6,899.93	20.29	34,000.00	6,899.93	20.29	27,100.07				27,100.07	0.00	1,208.30
141 R 44120	000													
LEASE/RENTALS	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00	0.00	1,000.00				1,000.00	0.00	0.00
141 R 44170	000													
MISCELLANEOUS REFUNDS	0.00	0.00	17.40	0.00	0.00	17.40	0.00	-17.40				-17.40	0.00	5.82
141 R 44990	000													
OTHER LOCAL REVENUES	300.00	300.00	0.00	0.00	300.00	0.00	0.00	300.00				300.00	0.00	0.00
141 R 46511	000													
BASIC EDUCATION PROGRAM	14,066,000.00	14,127,000.00	2,825,400.00	20.00	14,127,000.00	2,825,400.00	20.00	11,301,600.00				11,301,600.00	0.00	1,412,700.00
141 R 46515	000													
EARLY CHILDHOOD EDUCATION	404,779.00	404,779.00	0.00	0.00	404,779.00	0.00	0.00	404,779.00				404,779.00	0.00	0.00
141 R 46550	000													
DRIVER EDUCATION	8,250.00	8,250.00	0.00	0.00	8,250.00	0.00	0.00	8,250.00				8,250.00	0.00	0.00
141 R 46590	000													
OTHER STATE EDUCATION FUNDS	86,250.00	86,250.00	16,050.46	18.61	86,250.00	16,050.46	18.61	70,199.54				70,199.54	0.00	12,450.46
141 R 46610	000													
CAREER LADDER PROGRAM	41,359.00	41,359.00	0.00	0.00	41,359.00	0.00	0.00	41,359.00				41,359.00	0.00	0.00
141 R 46980	000													
OTHER STATE GRANTS	132,580.00	265,240.00	0.00	0.00	265,240.00	0.00	0.00	265,240.00				265,240.00	0.00	0.00
141 R 46990	000													
OTHER STATE REVENUES	113,000.00	113,000.00	0.00	0.00	113,000.00	0.00	0.00	113,000.00				113,000.00	0.00	0.00
141 R 48610	000													
DONATIONS	25,200.00	25,200.00	31,185.77	123.75	25,200.00	31,185.77	123.75	-5,985.77				-5,985.77	0.00	12,761.77
141 R 49800	000													
OPERATING TRANSFERS	37,200.00	37,200.00	0.00	0.00	37,200.00	0.00	0.00	37,200.00				37,200.00	0.00	0.00
141 R 49810	000													
CITY GENERAL FUND TRANSFER	2,400,000.00	2,400,000.00	600,000.00	25.00	2,400,000.00	600,000.00	25.00	1,800,000.00				1,800,000.00	0.00	200,000.00

Grand Revenue Totals 23,476,895.00 23,728,510.00 3,555,263.36 14.98 20,173,246.64 1,426,124.98

Number of Accounts: 38

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

Elizabethton City SD, TN  
141 EXPENDITURES FOR BOARD APPROVAL (Date: 9/2019)

10/04/19

Acct	2019-20		2019-20		2019-20		2019-20		September 2019-20	
	Original Budget	Revised Budget	FYTD Activity	FYTD %	Unencumbered Balance - YTD Act	Monthly Activity	Original Budget	Revised Budget	FYTD Activity	FYTD %
141 E 71100	10,908,790.00	10,908,790.00	1,290,378.48	11.83	9,618,411.52	841,709.59	10,908,790.00	10,908,790.00	1,290,378.48	11.83
141 E 71200	1,891,699.00	1,891,699.00	162,295.55	8.58	1,727,168.60	152,645.18	1,891,699.00	1,891,699.00	162,295.55	8.58
141 E 71300	1,043,531.00	1,043,531.00	98,840.46	9.47	938,840.06	85,901.18	1,043,531.00	1,043,531.00	98,840.46	9.47
141 E 71400	306,665.00	306,665.00	63,685.98	20.77	242,979.02	21,957.56	306,665.00	306,665.00	63,685.98	20.77
141 E 72110	80,677.00	80,677.00	22,442.01	27.82	57,734.99	7,624.45	80,677.00	80,677.00	22,442.01	27.82
141 E 72120	363,506.00	363,506.00	35,164.21	9.67	327,572.66	29,328.96	363,506.00	363,506.00	35,164.21	9.67
141 E 72130	826,082.00	958,742.00	90,780.79	9.47	862,561.21	52,925.26	826,082.00	958,742.00	90,780.79	9.47
141 E 72210	980,582.00	980,582.00	233,472.77	23.81	741,162.82	72,914.82	980,582.00	980,582.00	233,472.77	23.81
141 E 72220	345,226.00	345,226.00	57,731.48	16.72	282,665.24	30,689.08	345,226.00	345,226.00	57,731.48	16.72
141 E 72230	171,453.00	171,453.00	45,889.48	26.77	125,563.52	17,147.17	171,453.00	171,453.00	45,889.48	26.77
141 E 72250	462,305.00	462,305.00	135,139.02	29.23	308,157.61	84,372.12	462,305.00	462,305.00	135,139.02	29.23
141 E 72310	471,490.00	473,740.00	247,289.39	52.20	221,810.45	9,909.52	471,490.00	473,740.00	247,289.39	52.20
141 E 72320	334,203.00	334,203.00	77,270.19	23.12	242,786.78	26,392.23	334,203.00	334,203.00	77,270.19	23.12
141 E 72410	1,451,621.00	1,530,196.00	297,467.13	19.44	1,232,728.87	121,227.15	1,451,621.00	1,530,196.00	297,467.13	19.44
141 E 72510	283,084.00	289,684.00	86,867.90	29.99	199,864.63	20,080.67	283,084.00	289,684.00	86,867.90	29.99
141 E 72610	1,510,495.00	1,510,495.00	389,310.15	25.77	1,114,170.97	103,889.92	1,510,495.00	1,510,495.00	389,310.15	25.77
141 E 72620	835,941.00	851,486.00	212,987.38	25.01	439,625.85	82,699.49	835,941.00	851,486.00	212,987.38	25.01
141 E 72710	491,214.00	507,199.00	188,860.13	37.24	287,571.30	38,343.16	491,214.00	507,199.00	188,860.13	37.24
141 E 73300	216,552.00	216,552.00	87,034.85	40.19	113,030.93	29,577.28	216,552.00	216,552.00	87,034.85	40.19
141 E 73400	404,779.00	404,779.00	47,877.19	11.83	355,989.81	31,455.27	404,779.00	404,779.00	47,877.19	11.83
141 E 76100	92,000.00	92,000.00	45,406.00	49.35	46,594.00	0.00	92,000.00	92,000.00	45,406.00	49.35
141 E 99100	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	5,000.00	0.00	0.00
<b>Grand Expense Totals</b>										
	23,476,895.00	23,728,510.00	3,916,190.54	16.50	19,491,990.84	1,860,790.06	23,476,895.00	23,728,510.00	3,916,190.54	16.50

Number of Accounts: 499

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

Acct	2019-20		2019-20		2019-20		2019-20		Unencumbered Balance - YTD Act	September Monthly Activity
	Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance	YTD Act	Balance	YTD Act		
142 R 47141 OCA	TITLE 1 GRANTS TO LOCAL EDUC A	106,321.00	106,321.00	25,364.72	23.86	80,956.28	80,956.28	9,661.34		
142 R 47189 OCA	EISENHOWER PROF DEVELOPMENT ST	16,000.00	16,000.00	3,116.06	19.48	12,883.94	12,883.94	1,186.90		
142 R 47131 OCP	VOCATIONAL EDUC - BASIC GRANTS	40,067.00	40,067.00	10,559.95	26.36	29,507.05	29,507.05	2,010.37		
142 R 47143 OID	SPECIAL EDUCATION - GRANTS TO	544,835.00	544,835.00	45,366.19	8.33	499,468.81	499,468.81	45,366.19		
142 R 47145 OPS	SPECIAL EDUCATION PRESCHOOL GR	12,716.00	12,716.00	943.82	7.42	11,772.18	11,772.18	943.82		
142 R 47141 OT1	TITLE 1 GRANTS TO LOCAL EDUC A	654,548.00	654,548.00	49,889.80	7.62	604,658.20	604,658.20	49,889.80		
142 R 47590 OT1	OTHER FEDERAL THROUGH STATE	58,615.00	58,615.00	4,467.67	7.62	54,147.33	54,147.33	4,467.67		
142 R 47189 OT2	EISENHOWER PROF DEVELOPMENT ST	59,332.00	59,332.00	4,453.03	7.51	54,878.97	54,878.97	4,453.03		
142 R 47590 OVR	OTHER FEDERAL THROUGH STATE	42,467.00	42,467.00	4,287.24	10.10	38,179.76	38,179.76	3,534.41		
142 R 47147 21C	SAFE AND DRUG-FREE SCHOOLS-ST	145,334.00	145,334.00	0.00	0.00	145,334.00	145,334.00	0.00		
142 R 47143 890	SPECIAL EDUCATION - GRANTS TO	0.00	77,450.00	5,125.07	6.62	72,324.93	72,324.93	5,125.07		
142 R 47143 895	SPECIAL EDUCATION - GRANTS TO	0.00	8,116.00	0.00	0.00	8,116.00	8,116.00	0.00		
142 R 47143 IAA	SPECIAL EDUCATION - GRANTS TO	77,450.00	77,450.00	0.00	0.00	0.00	0.00	0.00		
142 R 47143 IDS	SPECIAL EDUCATION - GRANTS TO	8,116.00	8,116.00	0.00	0.00	0.00	0.00	0.00		
142 R 47590 SRR	OTHER FEDERAL THROUGH STATE	30,000.00	30,000.00	0.00	0.00	30,000.00	30,000.00	0.00		
142 R 47141 TIN	TITLE 1 GRANTS TO LOCAL EDUC A	30,351.00	30,351.00	0.00	0.00	30,351.00	30,351.00	0.00		
Grand Revenue Totals		1,826,152.00	1,826,152.00	153,573.55	8.41	1,672,578.45	1,672,578.45	126,638.60		

Number of Accounts: 16

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

Elizabethon City SD, TN  
142 Expenditures for Board Approval (Date: 9/2019)

Acct	2019-20		2019-20		2019-20		2019-20		Unencumbered Balance - YTD Act	September Monthly Activity
	Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance	YTD Act	Activity			
142 E 71100	690,334.00	690,334.00	71,156.13	10.31	593,654.74	593,654.74	69,888.31	46,332.51		
142 E 71200	563,956.00	563,956.00	46,332.51	8.22	517,623.49	517,623.49	1,048.14	5,230.67		
142 E 71300	24,899.00	24,899.00	7,595.22	30.50	16,028.78	16,028.78	77,734.51	17,961.47		
142 E 72130	94,083.00	94,083.00	15,232.45	16.19	77,734.51	77,734.51	5,034.07	446.00		
142 E 72210	196,679.00	196,679.00	37,391.94	19.01	144,861.22	144,861.22	627.21	0.00		
142 E 72220	79,161.00	79,161.00	5,134.07	6.49	73,769.53	73,769.53	627.21	0.00		
142 E 72230	2,003.00	2,003.00	950.79	47.47	627.21	627.21	0.00	0.00		
142 E 72710	1,753.00	1,753.00	0.00	0.00	1,753.00	1,753.00	0.00	0.00		
142 E 73300	141,084.00	141,084.00	0.00	0.00	141,084.00	141,084.00	0.00	0.00		
142 E 99100	32,200.00	32,200.00	0.00	0.00	32,200.00	32,200.00	0.00	0.00		
Grand Expense Totals	1,826,152.00	1,826,152.00	183,793.11	10.06	1,599,336.48	1,599,336.48	137,683.71			

Number of Accounts: 136

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

Acct	2019-20		2019-20		2019-20		2019-20		September 2019-20	
	Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance - YTD Act	Unencumbered	YTD Act	Monthly Activity	Unencumbered	YTD Act
143 R 43521 000	162,500.00	162,500.00	40,047.66	24.64	122,452.34	15,120.86	15,120.86			
143 R 43522 000	23,900.00	23,900.00	3,567.20	14.93	20,332.80	2,211.00	2,211.00			
143 R 43523 000	775.00	775.00	39.20	5.06	735.80	19.15	19.15			
143 R 43525 000	41,250.00	41,250.00	8,253.65	20.01	32,996.35	4,493.56	4,493.56			
143 R 43990 000	13,150.00	13,150.00	0.00	0.00	13,150.00	0.00	0.00			
143 R 44110 000	4,000.00	4,000.00	1,775.19	44.38	2,224.81	542.97	542.97			
143 R 46520 000	10,500.00	10,500.00	0.00	0.00	10,500.00	0.00	0.00			
143 R 47111 000	581,000.00	581,000.00	95,664.73	16.47	485,335.27	47,155.08	47,155.08			
143 R 47112 000	93,500.00	93,500.00	11,349.00	12.14	82,151.00	5,900.51	5,900.51			
143 R 47113 000	271,500.00	271,500.00	41,019.26	15.11	230,480.74	20,509.63	20,509.63			
143 R 47114 000	18,000.00	18,000.00	2,553.98	14.19	15,446.02	1,278.40	1,278.40			
Grand Revenue Totals	1,220,075.00	1,220,075.00	204,269.87	16.74	1,015,805.13	97,231.16	97,231.16			

Number of Accounts: 41

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

Acct	2019-20		2019-20		2019-20		2019-20		September 2019-20	
	Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance - YTD Act	Unencumbered	Balance - YTD Act	Unencumbered	Monthly Activity	Monthly Activity
143 E 73100 --- --- ---	1,220,075.00	1,220,075.00	258,185.62	21.16	961,889.38	961,889.38	961,889.38	961,889.38	151,821.74	151,821.74
Grand Expense Totals	1,220,075.00	1,220,075.00	258,185.62	21.16	961,889.38	961,889.38	961,889.38	961,889.38	151,821.74	151,821.74

Number of Accounts: 81

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

## Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in April</b>	Descriptor Term: <b>Fundraising Activities</b>	Descriptor Code: <b>2.601</b>	Issued Date: <b>12/13/16</b>
		Rescinds: <b>6.701</b>	Issued: <b>08/31/99</b>

1 *General*

2 The following general guidelines shall be followed:<sup>1</sup>

- 3 1. Fundraising activities shall be authorized by the board and shall be for the purpose of  
4 supplementing funds for established school programs and not for replacing funds which are the  
5 responsibility of the Board.
- 6 2. Fundraising companies and other salespersons shall obtain permission in writing from the  
7 director of schools' office in order to visit the schools.
- 8 3. Any commission payable by companies shall be paid in the form of reduced prices to the students  
9 or paid into the activity fund of the school for use by the school. No school employee shall  
10 personally benefit from any fundraising activity.
- 11 4. The principal must obtain written approval from the director of schools or designee for all  
12 fundraising activities, including online fundraising activities, that involve the participation of the  
13 general student population in the marketing process of the fundraising effort. All other  
14 fundraising activities, including online fundraising activities, shall have written approval from  
15 the principal and comply with all administrative procedures issued by the director of schools.  
16 The authorization request shall contain the following information:<sup>2</sup>
- 17 a. A list of the proposed fundraising activities;
- 18 b. Purpose of the fundraising activity;
- 19 c. Proposed uses of funds raised;
- 20 d. Expected student involvement in fundraising activity (school-wide or individual class or  
21 club); and
- 22 e. Margin of profit and how it is to be paid to the school.
- 23 5. The director of schools shall determine whether or not the activity will benefit the school, con-  
24 tribute to the welfare of the student body, and supplement, not replace, funds necessary to fulfill  
25 the board's required contributions.
- 26 6. Students shall not be excused from a regular class to participate in a fundraising activity. No  
27 grade in a subject or course shall be affected by a student's participation in a fundraising activity.

- 1       7. No quotas shall be imposed on students involved, and their efforts shall be voluntary. Students  
2       who do not participate in fundraising activities shall not be punished or discriminated against in  
3       any way.

4       This policy shall not be construed as preventing a teacher from using instructional or informational  
5       materials even though the materials might include reference to a brand, a product, or a service.

## 6       **LOTTERIES**

7       No fundraising activity shall be conducted which distributes prizes or makes awards to winners from  
8       among purchasers of chances by means of tickets through a random selection process.<sup>3</sup>

## 9       **ONLINE FUNDRAISING**

10      Individual schools may establish school-wide online fundraising accounts. The accounts must meet all  
11      fundraising requirements established by the board and the *Tennessee Internal School Uniform*  
12      *Accounting Policy Manual*. The principal/designee of each school shall have access to the established  
13      fundraising account to ensure all funds are properly accounted for, and the information is recorded in  
14      the school's accounting records by the designated personnel. Online fundraising shall not be used on  
15      behalf and for the benefit of an outside party.

16      An employee shall not engage in online fundraising for educational purposes in his/her official  
17      capacity as district employees nor make any reference to non-school sponsored fundraisers, online or  
18      otherwise, that would lead another to believe such activity is an approved school fundraiser.

## 20      **FUNDRAISING FOR NONEDUCATIONAL PURPOSES<sup>4</sup>**

21      On approval of the principal, an employee may be authorized to raise and use funds for the following  
22      noneducational purposes:

- 23           1. Bereavement support;  
24  
25           2. Award recognition;  
26  
27           3. Employee morale;  
28  
29           4. Banquets; or  
30  
31           5. Other situations at the principal's discretion.

32      These funds shall be derived from vending machine revenue or donations.

33      The Director of Schools shall develop administrative procedures regarding the receipt, disbursement,  
34      accounting, and auditing of these noneducational funds. The Director of Schools shall ensure that the  
35      procedures are consistent with board policy and state law and disseminate them to all employees.

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Legal References

1. *Tennessee Internal School Uniform Accounting Policy Manual*, Section 4-30, 4-31
2. *Tennessee Internal School Uniform Accounting Policy Manual*, Section 4-32
3. Tenn. Op. Att'y Gen. No. 03-049 (Apr. 22, 2003)
4. Public Acts of 2019, Chapter No. 134

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Cross References

Revenues 2.400  
School Support Organization 2.404  
Audits 2.703  
Vendor Relations 2.809  
Student Activity Funds Management 2.900  
Staff Gifts and Solicitations 5.605

**AMENDED AND RESTATED XQ GRANT AGREEMENT**  
**by and between**  
**XQ Institute and Elizabethton High School**  
**With effect July 1, 2019**

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## AMENDED AND RESTATED XQ GRANT AGREEMENT

This XQ Grant Agreement (the “Agreement”) is entered into as of September 17, 2019, with effect as of July 1, 2019 (the “Effective Date”) by and between XQ Institute (“XQ”) and Elizabethton High School (“School Entity”). The Elizabethton City Schools Board of Education (“Board”) is signing this Agreement on behalf of the School Entity as its authorized signatory. This Agreement amends and restates in its entirety that certain XQ Grant Agreement, dated as of September 12, 2017, by and between XQ and School Entity (the “First Grant”) and that certain XQ Grant Agreement, dated as of October 23, 2018 by and between XQ and School Entity (the “Additional Grant” and, together with the “First Grant” the “Original Agreements”). In consideration of the mutual obligations exchanged herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### 1. Background

- a. XQ was founded to reimagine and redesign high school and provide funding for innovative public high schools with academically rigorous, imaginative curriculum and instructional programs. The Bartleby School team, comprised of individual team members (individually, “Team Member” and collectively, the “Team”), submitted a school design application (the “Application”) describing the mission of designing, building, and operating a public high school with the intent to create a Super School (the “Application Mission”), such Application hereby being incorporated herein by reference. Based on the strength of the Team’s Application, XQ selected the Team to receive a conditional grant (pursuant to the First Grant) of up to \$200,000. The Team received payment pursuant to the First Grant in full in the amount of \$200,000 on September 14, 2017. In April 2018, the Team was selected to receive an additional conditional grant (pursuant to the Additional Grant) of up to \$2,300,000 over four years, subject to certain requirements.
- b. The Team has identified School Entity as the entity which shall be the object of the grant funds received in order to fulfill the Application Mission by transforming School Entity into the Super School contemplated in the Application.
- c. XQ is a California nonprofit public benefit corporation organized and operated for charitable and educational purposes described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “IRC”), exempt under IRC Section 501(c)(3) and classified as a private foundation under IRC Section 509(a).
- d. School Entity is a Tennessee public school within Elizabethton City Schools District, a public-school system within the State of Tennessee, and is therefore exempt under IRC Section 170(b)(1)(A)(v), with a fiscal year end of June 30<sup>th</sup>. The Team has identified School Entity as the organization to which XQ shall disburse the grant funds.

2. **Grant of Funds**

- a. **Disbursement.** Subject to the terms of this Agreement, and in accordance with Section 1(b) hereof, XQ shall grant a total of up to \$2,500,00 (the "Grant") to School Entity to support the purposes of the Application Mission. XQ shall pay the Grant to School Entity in accordance with a semi-annual disbursement schedule, unless otherwise agreed in writing between the parties. The Grant shall be disbursed only to a "School Entity Bank Account". A School Entity Bank Account means a bank account that is (a) FDIC insured, (b) held in the name of or controlled by School Entity, (c) identified to XQ in writing and (d) approved in writing by XQ (which approval shall not be unreasonably withheld). Disbursement of any part of the Grant is contingent upon School Entity's compliance with the terms of this Agreement, which includes without limitation, compliance with the Commitments described in Section 4 (including without limitation the Approved Performance Milestones as set forth in Section 4(d)(i)), compliance with the Approved Budget Plan as set forth in Section 3(b) and maintenance of its public entity status set forth in Section 6. The parties hereto acknowledge and agree that as of the Effective Date, XQ has funded \$743,447 pursuant to the Original Agreements.
- b. **Delay or Cancellation of Disbursements.** XQ may delay or cancel disbursement of any part of the Grant to School Entity upon the occurrence of any Breach (as defined in Section 14) of this Agreement. Any such delay or cancellation of disbursement of any part of the Grant shall be independent of whether XQ decides to terminate this Agreement as a result of such Breach. XQ shall provide written notice to School Entity specifying the reason for the delay or cancellation.

3. **Use of Funds**

- a. **Purpose.** School Entity shall only use the Grant to (i) fulfill the Application Mission (in accordance with the parameters set forth in the Approved Budget Plan (defined in Section 3(b)), (ii) accomplish and meet the Approved Performance Milestones (defined in Section 4(d)(i)) in the time and manner provided therein, (iii) comply with all other Commitments set forth in Sections 4(c)-(f) of this Agreement and (iv) comply with all other terms of this Agreement (collectively, the "Purpose"). School Entity may use the Grant only as specified in this Section 3(a) and Section 3(b) below.
- b. **Approved Budget Plan.** For each annual period during the Term in which School Entity holds or uses any part of the Grant, School Entity shall prepare an annual "Budget Plan" proposing uses of the Grant funds to further the Purpose during such annual period. School Entity shall submit the Budget Plan to XQ for approval. XQ will either approve the Budget Plan (once approved, the "Approved Budget Plan") or request revisions to the Budget Plan within its discretion. An Approved Budget Plan for the first annual period covered by this Agreement is attached hereto as **Exhibit A**. Budget Plans for subsequent years shall be prepared by or on behalf of School Entity and submitted to XQ for approval at least sixty (60) days prior to the

beginning of the annual period covered by the Budget Plan. Each Approved Budget Plan will be incorporated as an exhibit to this Agreement by a writing signed by School Entity and XQ.

- c. **Deviations From Approved Budget Plan.** Any use of the Grant in deviation from the Approved Budget Plan must be approved by XQ in writing, provided, however, that spending for any budget line item may deviate from the limits set forth in the Approved Budget Plan by up to fifteen percent (15%) without XQ's written approval subject to the overall budget remaining the same. Any such deviation from the Approved Budget Plan shall be noted in the compliance reports submitted to XQ in accordance with Section 4(f)(i). School Entity must notify XQ immediately upon becoming aware that any spending will deviate or has deviated by fifteen percent (15%) or above for any particular category. XQ may approve such deviation in writing or request remediation in its reasonable discretion. School Entity shall reasonably cooperate with XQ's reasonable requests for information or corrective actions in connection with such approval. The requirements of this Section 3 are referenced with respect to termination under Section 14 of this Agreement.
- d. **No Earmarking; School Entity Discretion and Control Over Selection of Subcontractor.** School Entity will select, retain and engage any subcontractor it deems necessary to carry out the Purpose. XQ has not earmarked Grant funds to any particular subcontractor, and there is no agreement, written or oral, by which XQ may cause School Entity to choose a particular subcontractor.

#### 4. **Grant Principles and Commitments.**

- a. **Shared Principles.** The following principles (together, the "Shared Principles") are shared between XQ School Entity, and it is the intent of XQ and School Entity that these principles will guide the parties as they work together to make the unique vision of the Application Mission a reality:
  - i. Provide clarity and transparency about core priorities, responsibilities, and performance expectations.
  - ii. Focus on implementation of key components of the Application design with quality, coherence, and creativity.
  - iii. Identify and explore possible areas for customized support from XQ and other potential partners.
  - iv. Sustain and preserve the continuity of the vision of the Application Mission in the event of leadership transitions or other changes.
  - v. Drive continuous improvement in response to insights and data about what works - and what does not - in ways that always reflect and recognize the importance of doing what is best for students.
  - vi. Highlight areas of innovative school design and practice that can be shared with educators and other audiences around the country.

- b. **XQ Learner Goals and Outcomes.** School Entity will uphold and adhere to the XQ Learner Goals and Outcomes set forth on **Exhibit M** (the “XQ Learner Goals and Outcomes”).
- c. **Commitments.** The disbursement of each installment of Grant funds shall be contingent on compliance with the requirements set forth in Section 4(d)-(g) below (each a “Commitment” and collectively, the “Commitments”). The Commitments, which shall be implemented in accordance with the Approved Budget Plan, are designed to uphold the Shared Principles and fulfill the Application Mission. The requirements of this Section 4 are referenced with respect to termination under Section 14 of this Agreement.
- d. **Design Principles and Approved Performance Milestones Commitments.**
  - i. **Approved Performance Milestones.** For each annual period during the Term in which School Entity holds or uses any part of the Grant, School Entity shall prepare an annual set of “Performance Milestones” outlining the steps that School Entity will take and the goals School Entity will meet in furtherance of the Application Mission during such annual period. School Entity shall submit the Performance Milestones to XQ for approval. XQ will either approve the Performance Milestones (once approved, the “Approved Performance Milestones”) or request revisions to the Performance Milestones within its discretion. A set of Approved Performance Milestones for the first annual period covered by this Agreement is attached hereto as **Exhibit B**. Sets of Performance Milestones for subsequent years shall be prepared by or on behalf of School Entity and submitted to XQ for approval at least sixty (60) days prior to the beginning of the annual period covered by the Performance Milestones. Each set of Approved Performance Milestones will be incorporated as an exhibit to this Agreement by a writing signed by School Entity and XQ. Such Approved Performance Milestones may only be amended by a further writing signed by School Entity and XQ. School Entity will accomplish, meet or maintain each milestone set forth in the Approved Performance Milestones in the time and manner provided therein. Upon XQ’s request, School Entity agrees to provide XQ with information regarding progress toward the completion of Approved Performance Milestones in a timely manner.
  - ii. **Design Principles.** School Entity will uphold and adhere to the XQ design principles set forth on **Exhibit C** (the “Design Principles”).
- e. **Grant Program Participation Commitments.** School Entity, through itself, or any subgrantee or School Entity-designee charged with fulfilling the Purpose (“School Representatives”) shall participate in good faith in XQ’s grant support program and Annual Cycle, which include but are not limited to the following activities, and which may be modified by XQ in XQ’s sole discretion:

- i. **Expert Consultations.** School Representatives agree to engage in regular consultations with XQ or XQ-approved experts, including but not limited to monthly coaching calls and two annual site visits from XQ.
- ii. **Continuous Improvement.** School Representatives agree to continuous improvement and demonstrated progress based on an agreed upon observation and feedback tool, and communicated through regular consultations and meetings with XQ team members and other designated supporting organizations.
- iii. **Knowledge Building.** School Representatives agree to working with XQ personnel and designated experts to develop, capture, refine, and share lessons from the School's implementation and progress. This may include, for example, providing XQ personnel or designated experts with timely access to the School Entity's facility and opportunities to observe the School Entity's students, teachers, and administrators.
- iv. **Student Performance Framework.** School Representatives agree to the timely collection and transfer of essential data associated with the set of cognitive and noncognitive measures and metrics reflecting holistic development of students (also known as the "Student Performance Framework").
  - A. **Data Collection.** School Representatives will ensure the collection of signed parental release forms to allow designated experts to secure student data from district or state administrative systems to the extent permitted by applicable law, providing access to planning documents and other internal resources that pertain to the implementation and on-going operation of the School. XQ will not have access to student-level data.
  - B. **Nationally Normed Test.** School Representatives will ensure that all School Entity students participate in a nationally normed, annual testing method, which shall be the SAT unless the ACT is otherwise required by applicable state law and provided that the nationally normed testing method shall be subject to approval by XQ.
- v. **Participate in Annual Gathering.** School Representatives, including school leaders, will attend and participate in an annual grantee gathering, currently named Exchange. XQ shall fund travel for such participation separately from the Grant funds.
- vi. **Community of Practice.** School Representatives will have reasonable attendance at periodic XQ-designated multi-stakeholder meetings and events, which may include without limitation other school site visits as reasonably requested.
- vii. **XQ Movement Participation.** As part of XQ's mission and movement to reimagine high school in America with meaningful and measurable

solutions, XQ may, at its sole discretion, offer promotional events and opportunities in connection with the School Entity. School Representatives shall use best efforts to participate in such movement building and promotional opportunities as reasonably requested. In connection therewith, School Entity shall use best efforts to cause individuals associated with the School Entity to enter into standard film and release agreements with XQ, its licensees or designees and cooperate with XQ in collection of such film release agreements.

f. **Reports and Recordkeeping Commitments.**

- i. **Annual Expenditure and Compliance Reports.** School Entity shall coordinate to submit to XQ two written reports, each using the XQ-provided template and signed by a representative of the School, for each annual accounting period of School Entity during which School Entity receives, holds, or uses any of the Grant funds: the first report (the “Interim Report”) must be received by XQ by March 15 annually, and the second report (the “Annual Report”) must be received by XQ by August 15 annually. Each of the Interim Report and the Annual Report shall contain: (a) a narrative report on the progress made toward implementation of the Project, including with regard to the Design Plan, and identification of any barriers or obstacles to meeting any goals set or identified and data on student progress in accordance with applicable law, (b) copies of any publication developed or created by using the Grant funds and (c) if requested, a report on School Entity’s compliance with the terms of this Agreement. The Annual Report shall further include a financial accounting of School Entity’s expenditure of Grant funds, including a description of School Entity’s compliance with the Approved Budget Plan and this Agreement. In addition to the foregoing, the final Annual Report submission to XQ shall outline School Entity’s use of all Grant funds and charitable and educational activities from the date of the initial disbursement of the Grant funds until School Entity has expended the last of the Grant funds.
- ii. **Recordkeeping.** School Entity shall (a) treat the Grant funds as restricted assets, (b) maintain books that keep the Grant funds separate from other assets, and (c) shall hold the Grant funds in the School Entity Bank Account. All receipt and expenditures of Grant funds shall appear on School Entity’s books. School Entity shall keep records with a chart of accounts aligned to state education fund accounting and that are adequate to show that disbursements and expenditures of the Grant funds are consistent with the Purpose. School Entity shall make these books and records available to XQ, or, at XQ’s discretion, an independent auditor employed by XQ, at reasonable times for review and audit, and shall comply with all reasonable requests of XQ for information and interviews regarding use of the Grant funds. School Entity shall keep copies of all

relevant books and records and all reports to XQ for at least four (4) years after completion of the use of the Grant funds.

- iii. **Responsiveness to Communications.** School Entity shall acknowledge the receipt of any requests for information related to this Agreement and progress toward the Commitments made herein within three (3) business days. All reasonable requests for information shall be fulfilled within ten (10) days, unless granted an extension of timeline in writing by XQ.
- g. **Insurance.** Unless required otherwise by applicable law, School Entity (or the Board on behalf of the School Entity if necessary) shall:
- i. within ten (10) business days of the Effective Date, procure and maintain (a) general liability insurance with coverage of at least one million dollars (\$1,000,000.00) and (b) directors and officers liability insurance with coverage of at least one million dollars (\$1,000,000.00); and
  - ii. at least thirty (30) days prior to the opening of the school, (a) procure and maintain insurance coverage sufficient for the operation of the school, which shall be, at a minimum, insurance equivalent to that carried by similarly situated institutions, and (b) provide evidence of such coverage to XQ if requested. School Entity shall further provide XQ with (x) a Certificate of Liability (along with evidence that XQ has been named as an additional insured) reasonably satisfactory to XQ, and (y) a waiver of subrogation.

## 5. Prohibitions

- a. **Prohibited Uses.** School Entity shall not use any portion of the Grant funds:
- i. To attempt to influence legislation, within the meaning of IRC Section 4945(d)(1), as interpreted by its accompanying regulations;
  - ii. To influence the outcome of any specific election for candidates to public office, or to carry on, directly or indirectly, a voter registration drive within the meaning of IRC Section 4945(d)(2), as interpreted by its accompanying regulations;
  - iii. To make any grants to individuals that do not comply with Section 4945(d)(3) of the IRC (that is, neither Sponsor Entity nor School Entity may make any grant to an individual for travel, study, or other similar purposes, unless such grant has been awarded on an objective and nondiscriminatory basis pursuant to a procedure approved in advance by the Internal Revenue Service);
  - iv. To make any grants to organizations that do not comply with Section 4945(d)(4) of the IRC (that is, neither Sponsor Entity nor School Entity may make any grant to an organization unless such organization is a public

charity, or such entity exercises expenditure responsibility in accordance with IRC Sections 4945(d)(4)(B) and 4945(h));

- v. To undertake an activity for any purpose other than a religious, charitable, scientific, literary, educational, or other purpose specified in IRC Section 170(c)(2)(B); or
- vi. In a manner inconsistent with IRC Section 501(c)(3), including:
  - A. Influencing the outcome of any specific election for candidates to public office,
  - B. Inducing or encouraging violations of law or public policy, or
  - C. Causing any private inurement or improper private benefit to occur.
- b. **Terrorist Activity.** School Entity represents and warrants that each does not, and shall not use any part of the Grant to, support or conduct, directly or indirectly, violence or terrorist activity of any kind.
- c. **Non-Disparagement.** Any statement made by or on behalf of School Entity will be (i) truthful and (ii) will not disparage XQ or any of XQ's representatives, agents, successors and assigns except where truthful statements are made pursuant to a subpoena, court order, state or local government audit or legally mandated report.

## 6. Representations and Warranties

- a. **Tax Status; Formation; Authority.** School Entity represents and warrants that (i) School Entity has been duly formed and is validly existing and in good standing under the laws of the State of Tennessee, (ii) School Entity is exempt from federal income tax under 170(b)(1)(A)(v), (iii) School Entity is not a private foundation as defined in IRC Section 509(a), (iv) School Entity (through its authorized signatory, the Board) has the power and authority to enter into this Agreement and perform its obligations hereunder, and (v) there are no threatened or pending actions, investigations, or audits, the outcome of which would alter or impact Board's or School Entity's status as set forth in (i)-(iv) herein. The representations and warranties contained in this Section 6(a) must be true prior to disbursement of any installment of Grant funds and shall continue to be true through the last date that School Entity holds or disburses Grant funds. The requirements of this Section 6(a) are referenced with respect to termination under Section 14 of this Agreement.
- b. **Documentation.** In connection with the representations and warranties contained in Section 6(a), School Entity further represents and warrants that attached hereto (i) as **Exhibit D** is a true and correct copy of a letter from Elizabethton City Schools certifying that School Entity is an individual school within the Elizabethton City Schools District, and is therefore recognized as a governmental entity with tax-exempt status, (ii) as **Exhibit E** is a true and correct list of School Entity's current board members and authorized representatives as of the Effective Date and as

updated upon written notice to XQ, and (iii) as **Exhibit F** is a true and correct copy of School Entity's current financial statements from the most recently completed accounting period as of the Effective Date.

- c. **Compliance with Laws.** School Entity represents and warrants that it is, and shall use all best efforts to remain, in compliance with all local, state, federal and international laws and regulations relating to this Agreement, the operation of the School Entity, and the furtherance of the Application Mission.
  - d. **Public School; Non-Religious.** School Entity represents and warrants that it does not propose to use and shall not use any part of the Grant to implement a private school, a school with religious affiliation, or a for profit school.
  - e. **Non-Derogatory.** School Entity represents and warrants that it does not propose, nor shall it develop or operate, a school that is in any way derogatory of any nationality, disability, medical condition, ethnicity, race, gender, gender identification, sexual orientation, religion, profession or age group.
  - f. **Prohibited Activities.** School Entity represents and warrants that it does not propose, nor shall it develop or operate, a school that promotes alcohol, illegal drugs, tobacco, firearms or weapons (or the unsafe use of any of the foregoing).
  - g. **Prohibited Endorsements and Remarks.** School Entity represents and warrants that it does not propose, nor shall it develop or operate, a school that endorses hate or hate groups in any way.
  - h. **Non-Infringing.** School Entity represents and warrants it does not produce and will not develop or use, without written authorization or written permission, any materials in relation to the School Entity, which (a) contain IP, trademarks, logos, or trade dress owned by others, (b) promote or advertise any brand or product, or (c) contain sensitive personal information or materials embodying the names, likenesses or other identifying indicia of others without permission from those depicted. As used herein, "IP" means works of authorship (whether copyrightable or not), educational materials, records, drawings, designs, inventions (whether patentable or not), improvements, developments, discoveries, information and trade secrets.
7. **Notice of Entity Material Change.** School Entity shall notify XQ in writing within fifteen (15) days after receiving notice or obtaining knowledge of any of the following (each, an "Entity Material Change"):
- a. any change in the Internal Revenue Service's recognition of the School Entity's government entity status;
  - b. any change in School Entity's executive staff, key staff responsible for achieving the Purpose, the members of its governing body or the Board;

- c. any change in the organizational structure or setting of School which materially reduces School Entity's capacity to administer the Grant for the Purpose;
- d. any notice of non-compliance with applicable laws, rules or regulations, including without limitation, any investigation into or material claims made against School Entity;
- e. any plans of School Entity to close or file for bankruptcy;
- f. any update or change to the documents listed in Section 6(b);
- g. any other event that could reasonably be expected to have a material adverse effect on School Entity's administration of the Grant for the Purpose; or
- h. the School Entity, any administrator, manager, teacher, or other employee or contractor of School Entity or any member of the Team or the Board being accused of criminal wrongdoing, being named in a civil action demanding recovery for an act of moral turpitude, or making a statement or becoming involved in any situation or occurrence which, in XQ's sole judgment (i) is obscene, indecent, hateful, or discriminatory; (ii) brings School Entity, the Board or the reputation or image of XQ (or its principals or any of its affiliates, including without limitation any other entity receiving funding from XQ) into public disrepute, contempt, scandal or ridicule; or (iii) is likely to shock, insult or offend the community at large or a substantial group or class thereof.

The requirements of this Section 7 are referenced with respect to termination under Section 14 of this Agreement.

## 8. **School Intellectual Property**

- a. **License to School Materials and Marks.** In consideration for receipt of the Grant, School Entity hereby grants to XQ a nonexclusive, world-wide, perpetual, sublicensable, transferable, and irrevocable license to all IP that has been or is developed (i) in whole or in part with Grant funds, (ii) in the implementation, development, and operation of the School Entity, or (iii) that is derived from any of the foregoing (the "School IP"), solely in connection with charitable or educational purposes. For the avoidance of doubt, the license granted to XQ does not extend to any Commercial Purpose (as defined below). School Entity represents and warrants that it owns or controls the necessary rights, title and interest in the School IP hereby licensed to XQ.

**Non-Commercial Purposes.** School Entity shall not, except with express prior written approval from XQ, produce, reproduce, distribute, publish, copy, sell, offer to sell, license, sublicense, or otherwise use School IP for any Commercial Purpose. XQ may grant or withhold such approval in its sole discretion. Unless explicitly stated otherwise in the written approval, such approval shall be granted only as to the entities requesting approval and not any other entity. "Commercial Purpose" means the development of commercial products or services, any for-profit activity, or for the purpose of receiving



11. **Publicity and Announcements.** XQ may from time to time issue policies and/or guidelines regarding promotion, advertising, and publicity in connection with XQ and XQ grant-making and grantee schools. School Entity shall adhere to such policies and guidelines to the extent School Entity identifies or describes a relationship between itself and XQ, or identifies itself as being affiliated with XQ generally. XQ reserves the right to deny approval of any use of or reference to XQ, and its names, marks, logos and programs made by or on behalf of School Entity. Upon receiving notice of such objection, School Entity shall immediately cease the specified use or reference.

12. **Confidentiality**

a. **Confidential Information.** By accepting the Grant or by any other means related to the terms of this Agreement, School Entity, and the Board, may gain access to certain confidential information of XQ, any of which information may be disclosed to School Entity and/or the Board inadvertently or intentionally. "Confidential Information" means any and all non-public information or material relating to XQ or that XQ has or will develop, acquire, create, discover, or own, including (i) both information disclosed, whether orally or in writing, by XQ to School Entity and information learned by School Entity during the course of School Entity's relationship with XQ, acceptance of the Grant, or in the course of development and operation of the School Entity, and (ii) all information of which the unauthorized disclosure could be detrimental to the interests of XQ or XQ's affiliates, whether or not such information is identified as Confidential Information. For example and without limitation, Confidential Information includes information about projects, events, media strategies and partners, technical data, agreements, concepts, initiatives, donors, affiliates, costs, finances, operational practices, and grant administration; provided, however, that Confidential Information will not include information that (x) is now or thereafter becomes generally known or available to the public, through no act or omission on the part of School Entity and/or the Board, (y) was known by School Entity and/or the Board prior to receiving such information from XQ and without restriction as to use or disclosure, or (z) is rightfully acquired by School Entity and/or the Board from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure.

b. **Disclosure of XQ's Confidential Information.** School Entity and the Board shall treat all Confidential Information as strictly confidential, and take reasonable precautions to protect the confidentiality of such information. School Entity and the Board shall not (except as required by applicable law) disclose Confidential Information to any third party or use Confidential Information for any purpose other than as is necessary to implement the Purpose or otherwise comply with the terms of this Agreement; provided, that, School Entity and the Board shall attempt to obligate any such third party that receives the Confidential Information to maintain confidentiality obligations no less restrictive than those contained in this Section 12. If legally compelled by statute, judicial order or similar legal proceeding, School Entity and/or the Board must provide prompt notice to XQ and then will furnish only the portion of Confidential Information that School Entity and/or the

Board reasonably believes is legally required unless required otherwise by applicable law.

- c. **Confidentiality of School Entity's Information.** All personally identifiable Information and data related to School Entity's students and/or employees provided to or acquired by XQ shall at all times be treated as confidential and will not be copied, used or disclosed by XQ for any purpose, except as reasonable to comply with the terms of this Agreement. XQ recognizes that personally identifiable information is protected against disclosure by federal and state statutes and regulations and therefore XQ agrees to take all reasonable measures to protect against the unauthorized use or disclosure of any confidential information. If legally compelled by statute, judicial order or similar legal proceeding, XQ must provide prompt notice to School Entity and then will furnish only the portion of confidential information XQ reasonably believes is legally required unless required otherwise by applicable law.
13. **Release of Claims.** School Entity, on behalf of itself, assigns and successors, and the Board, each irrevocably and unconditionally releases XQ, its officers, directors, employees and agents from and against any and all claims, liabilities, losses, taxes, costs and expenses.
  14. **Term and Termination.**
    - a. **Term.** This Agreement shall commence on the Effective Date and end one (1) year from the Effective Date (the "Initial Term"); provided that, upon the completion and incorporation of an Approved Budget Plan and Approved Performance Milestones, pursuant to Sections 3(b) and Section 4(d)(i) of this Agreement, the term of this Agreement shall be automatically renewed for an additional one (1) year period (each renewal, a "Subsequent Term"); provided further than no Subsequent Term may occur after November 6, 2022. The term of this Agreement shall span the Initial Term and continue in through Subsequent Terms, if any, unless earlier terminated as set forth in Section 14(b) below (the "Term").
    - b. **Termination.** XQ may terminate this Agreement in its sole discretion upon the occurrence of one or more of the following events, (each, a "Breach") unless such Breach has been explicitly waived in writing by XQ:
      - i. any failure of School Entity to maintain public entity status as set forth in Section 6(a);
      - ii. the failure of School Entity to either (A) submit a Budget Plan for approval at least 60 days prior to the beginning of each annual period as required by Section 3(b) and/or (B) provide a Budget Plan which meets XQ's approval prior to the beginning of each annual period as required by Section 3(b);
      - iii. any expenditure or commitment of Grant funds which (A) violates any provision of this Agreement (including without limitation Section 3(b)), (B) is outside the Purpose, or (C) is otherwise not explicitly authorized by the terms of this Agreement;

- iv. any failure of School Entity to provide notice of an Entity Material Change as required under Section 7;
- v. the occurrence of any Entity Material Change, as determined by XQ in XQ's sole reasonable discretion;
- vi. the failure of School Entity to either (A) submit a set of Performance Milestones for approval at least 60 days prior to the beginning of each annual period as required by Section 4(d)(i) and/or (B) provide a set of Performance Milestones which meets XQ's approval prior to the beginning of each annual period as required by Section 4(d)(i);
- vii. the failure of the School Entity to comply with the Commitments as set forth in Sections 4(d)-(g) (or incorporated in Sections 4(d)-(g) by reference), as determined by XQ in XQ's sole reasonable discretion;
- viii. the failure of the School Entity to comply with Section 5, as determined by XQ in XQ's sole reasonable discretion;
- ix. any other breach of this Agreement by School Entity which results, or XQ reasonably believes will result, in any of the Commitments not being complied with, upheld, or maintained; and
- x. any other material breach of this Agreement by School Entity.

To terminate this Agreement, XQ must provide written notice to School Entity specifying the reason for termination. The effective date of termination (the "Termination Effective Date") shall be (A) the date upon which notice is provided for termination based on any Breach that cannot be cured, or, (B) thirty (30) days after notice is provided if a Breach is curable and remains uncured for a period of thirty (30) days after notice of termination.

- c. **Effect of Termination; Remedies.** Upon the expiration of the Term or earlier Termination Effective Date, XQ may, in addition to any other legal remedies it may have, refuse to make any further Grant disbursements to School Entity. Upon termination, School Entity shall immediately return to XQ, (i) any portion of the Grant that was disbursed by XQ which has been spent or committed for any purpose other than the Purpose, (ii) any portion of the Grant that has not been expended or committed for the Purpose as of the date that is the earlier of (A) the Termination Effective Date or (B) the date that is the last day of the Term in accordance with Section 14(a) of this Agreement, (iii) all IP owned by XQ that School Entity has in its possession or control, and (iv) all Confidential Information owned by XQ that School Entity has in its possession or control. XQ may also avail itself of any other remedies available by law. This Agreement may be enforced by XQ by an action for specific performance and injunctive relief or by any other appropriate remedy by any court having jurisdiction. School Entity acknowledges and agrees that XQ shall have the legal standing necessary to bring any suit it deems necessary to enforce the terms of this Agreement.

15. **Acknowledgement.** Neither Laurene Powell Jobs, nor any entity owned or controlled, either directly or indirectly, by Laurene Powell Jobs (excluding XQ) (collectively, the "Participant Affiliated Persons"), is a party to this Agreement or any agreement provided for in this Agreement. In the event that (a) there is any alleged breach of or default under this Agreement or any agreement provided for in this Agreement by any party or (b) any party has a claim arising from or relating to any such agreement, no party, nor any party claiming through such party, shall commence any proceedings or otherwise seek to impose any liability whatsoever against any Participant Affiliated Persons arising under (a) or (b). School Entity, on behalf of itself and its respective heirs, successors, and assigns, and the Board, each hereby fully and forever release the Participant Affiliated Persons, from, and agree not to sue concerning, or in any manner to institute, prosecute or pursue, or cause to be instituted, prosecuted, or pursued, any claim, duty, charge, obligation or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that each may possess against any of the Participant Affiliated Persons arising from any omissions, acts or facts related to this Agreement, the School Entity, the Board and the Grant, including without limitation any and all claims for attorneys' fees, costs, and/or penalties, except for any claim that cannot be released as a matter of applicable law.
16. **School Entities Located Outside of California.** Unless an exemption or waiver applies, California Revenue and Taxation Code Section 18662 requires XQ to withhold and remit to the California Franchise Tax Board seven percent of payments to certain non-California entities. If School Entity is located outside the state of California, School Entity agrees to provide a completed CA Form 590, Withholding Exemption Certificate, or such other form as XQ may reasonably require to allow XQ not to withhold on Grant disbursements.
17. **Criminal Background Checks.** XQ shall comply with provisions of Tennessee Code Annotated § 49-5-413(d), including, but not limited to, requiring a criminal history records check conducted by, at minimum, the Federal Bureau of Investigation, for each employee of XQ who will have direct contact with School Entity children or who will come on or about School Entity property when children are present.
18. **General Terms and Conditions.**
  - a. **Notices.** Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (i) delivered in person; (ii) sent by first class registered mail, or air mail, as appropriate; (iii) sent by overnight air courier; or (iv) delivered to a verified e-mail address with receipt confirmation, in each case, as applicable, properly posted and fully prepaid to the address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section 18(a). Notices will be considered to have been given at the time of actual delivery in person or to a verified e-mail address with delivery confirmation, three (3) business days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.
    - i. Notices to School Entity should be addressed to:  
  
Address: Elizabethton City Schools

804 South Watauga Avenue

Elizabethton, TN 37643

Attention: Dr. Corey Gardenhour

E-Mail: [corey.gardenhour@ecschoools.net](mailto:corey.gardenhour@ecschoools.net)

- ii. Notices to XQ should be addressed to:

Address: XQ Institute

248 3<sup>rd</sup> Street #319

Oakland, CA 94607

Attention: Ted Garey, In-House Counsel & Grants Manager

E-Mail: [ted@xqinstitute.org](mailto:ted@xqinstitute.org) with copy to [legal@xqinstitute.org](mailto:legal@xqinstitute.org)

- b. **No Pledge.** Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or grant to School Entity, nor the utilization of such contribution or grant funds by School Entity, shall be interpreted to create any pledge or any commitment by XQ or by any related person or entity to make any other grant or contribution to School Entity or any other entity for this or any other project. The Grant contemplated by this Agreement shall be a separate and independent transaction from any other transaction between XQ, School Entity or any other entity.
- c. **No Agency.** School Entity, and not XQ, is solely responsible for all activities funded by the Grant, the content of any product created with the Grant, and the manner in which any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and School Entity shall not make any such representation to anyone.
- d. **Assignment.** School Entity may not assign this Agreement except upon express prior written approval from XQ. Any attempted assignment in violation of this Section 18(d) shall be void.
- e. **No Waivers.** The failure of any party to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights. The exercise of any right or remedy by XQ shall not bar or preclude the exercise of any other right or remedy by XQ, and no acknowledgement of School Entity's improper compliance with this Agreement in any instance shall be considered a waiver of any of XQ's rights under this Agreement.

- f. **Captions.** All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.
- g. **Severability.** If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.
- h. **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement of the parties with respect to its subject matter. This Agreement may not be amended or modified, except in a writing signed by all parties.
- i. **Arbitration of All Disputes, Claims, or Controversies.** Any dispute or controversy in any way arising out of, related to, or connected with this Agreement or the subject matter thereof, shall be resolved first through informal consultation, and if unsuccessful, then through mediation in the state of the non-complaining party (California for XQ and Tennessee for School Entity) by a mediator agreed upon by the parties, provided that such agreement shall not be unreasonably withheld. If mediation is unsuccessful, a complaint may be filed in a court within the jurisdiction of the non-complaining party.
- j. **Governing Law.** This Agreement shall be governed by the laws of the State of California, without regard to its conflict of law principles.
- k. **Survival.** The following Sections of this Agreement shall survive any termination or expiration thereof: Sections 3 (Use of Funds), 4(e) (Reports and Recordkeeping Commitments), 5 (Prohibitions), 6 (Representations and Warranties), 8 (School Intellectual Property), 9 (Conditions on Sharing School IP and Grant), 10 (Marks License and Usage), 11 (Publicity and Announcements), 12 (Confidentiality), 13 (Release of Claims), 15 (Acknowledgement), 16 (Approved Entities Located Outside of California) and 18 (General Terms and Conditions).
- l. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but both of which, when taken together, shall constitute only one agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first indicated above.

**XQ INSTITUTE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ELIZABETHTON HIGH SCHOOL**

By: The Elizabethton City Schools Board of Education, as its authorized signatory

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**APPROVED BUDGET PLAN**

*[Initial Approved Budget Plan to be attached; Subsequent Approved Budget Plans to be added on a rolling basis, as created pursuant to Agreement Section 3(b)]*

**EXHIBIT B**  
**APPROVED PERFORMANCE MILESTONES**

*[Initial set of Approved Performance Milestones to be attached; Subsequent sets of Approved Performance Milestones to be added on a rolling basis, as created pursuant to Agreement Section 4(d)(i)]*

## EXHIBIT C DESIGN PRINCIPLES

The Design Principles are set forth in (a)-(f) below. The Design Principles may be modified by XQ in XQ's sole discretion.

- a. **Teaching for Deeper Learning:** Demonstrate a commitment to and measurable progress toward innovative approaches to curriculum and teaching that use real-world, interdisciplinary learning experiences to enable students to develop and apply deep content knowledge and complex skills.
- b. **Youth Empowerment, Voice and Choice:** Demonstrate a commitment to an approach to teaching, learning, and overall school culture that focuses on truly getting to know students, both inside and outside the classroom, and giving all students opportunities to build their identities as learners and develop the capacity for agency and autonomy.
- c. **Broad Vision of Student Success:** Demonstrate a commitment to goals and outcomes that integrate academic and social-emotional learning and enable students to become masters of all fundamental literacies, holders of foundational knowledge, original thinkers for an uncertain world, generous collaborators for tough problems, and learners for life.
- d. **Personalized Learning:** Demonstrate a commitment to tailoring learning to the unique needs of each student, through the use of appropriate technology and other means, as well as to actively assess student progress and provide tools that help students build the skills and knowledge they need to thrive in college, career and life.
- e. **Rethinking Traditional Systems:** Demonstrate a commitment to non-traditional, flexible uses of time, technology, space, place, financial resources and roles to increase the effectiveness of teaching and learning.
- f. **Community Partnerships:** Demonstrate a commitment to powerful partnerships—with community and cultural institutions, business and industry, higher education, nonprofit organizations, and health and service providers—that provide support, real-world experiences and networking opportunities for students, enabling them to envision and set goals for the future.

**EXHIBIT D**  
**LETTER FROM ELIZABETHTON CITY SCHOOLS**

*[To be attached]*

**EXHIBIT E**  
**LIST OF BOARD MEMBERS AND AUTHORIZED REPRESENTATIVES**

*[To be attached]*

**EXHIBIT F**  
**SCHOOL ENTITY'S FINANCIAL STATEMENTS**

*[To be attached]*

**EXHIBIT G**  
**SCHOOL VENDOR SIDE LETTER AGREEMENT**

*[To be attached]*

**EXHIBIT H  
XQ MARKS**

XQ

XQ INSTITUTE

XQ SUPER SCHOOL

XQ THE SUPER SCHOOL PROJECT

#RETHINKHIGHSCHOOL

#XQAMERICA

**EXHIBIT I**  
**XQ LEANER GOALS AND OUTCOMES**

*[To be attached]*

## Performance Milestones, July 1, 2019 - June 30, 2020

Elizabethton High School

During the 2019-20 school year, the School will continue to fulfill the mission and vision set forth in the original XQ Grant/Super School Application as summarized below:

The Bartleby program at Elizabethton High was originally created by a team comprising 23 students. Guided by three teachers, the student team used their sociology class to research the history of public high school in America and author a plan for a new student-centered high school. Elizabethton piloted the students' plan by creating two courses in 2017-18: one on community improvement, through which students work with community partners to address local needs, and one on entrepreneurship, which includes seed money so students can create their own ventures. The Bartleby program was such a success that the district is now expanding it to reach all high school students, and student voice remains a key driver.

The School will also meet the following performance milestones:

### **Baseline Principle: Operations.**

1. The School shall be, and shall remain at all times, in compliance with all local, state, and federal laws and regulations relating to the operation of the School. These requirements include, but are not limited to, maintaining daily student attendance records, discipline incidents records, academic transcript records and requirements for grade promotion and graduation, documenting annual retention rates, maintaining a four-year graduation rate and ensuring students receive credit hours to fulfill graduation requirements.
2. By January 1, 2020, the School will incorporate multiple communication strategies, such as a redesign of the website to include FAQs, catalogues information, a system to ask questions and receive feedback, a distributive leadership plan for staff, weekly and monthly updates, reorganized faculty meetings, etc. This will allow the School to convey to teachers, students, parents, and other stakeholders the purpose, intention, and implementation strategies that the School uses to "rethink high school."

### **Design Principle: Teaching for Deeper Learning.**

3. By October 1, 2019, the School will pilot Academic Merit badges in the four core content areas, math, science, English language arts (ELA) and social studies, as part of the work to offer a Bartleby Seal for graduates.
4. By October 1, 2019, the School will offer at least 4 opportunities for each teacher doing integrated project-based learning to receive job-embedded coaching and school-level professional development.
5. By April 15, 2020, all teachers at the School will have attended at least two training sessions on project-based learning by their chosen provider, such as PBL Works.

### **Design Principle: Youth Empowerment, Voice and Choice.**

6. By February 15, 2020, the School will administer a "school climate" survey to a minimum of 85% of the School's students, using the Tennessee School Climate Survey or another nationally normed survey such as YouthTruth, Tripod, or the Hope Survey. The results of these surveys will be used to ensure student voice and perspective is heard and honored.

### **Design Principle: Broad Vision of Learner Success.**

7. By October 4, 2019, the School will provide all teachers with at least 2 general trainings (with at least 4 considering the work of smaller teams) training so that the School can provide the teachers with a common vision around the desired academic and learning outcomes for students, such as the XQ Learner Goals. An outside consultant will be brought in to help guide the school through the creation of the vision and mission. The school will also create a leadership team of faculty to facilitate the work of the school. These trainings are intended to help the vision of the Bartleby program extend schoolwide in a uniform fashion.
8. By November 1, 2019, the School will develop and document a "Graduate Profile," which will detail the characteristics that an ideal graduate of the School would possess by the time of his or her graduation.

### **Design Principle: Community Partnerships.**

9. By October 1, 2019, the School will complete a webpage on the Elizabethton High School website to recruit community partners that will include forms and surveys to complete for campus visits and project proposal submissions to increase community partnerships.
10. By May 1, 2020, at least 10 of the interdisciplinary courses at the School will bring subject-matter experts into their classrooms to present their discipline to the students.

**Design Principle: Rethinking Traditional Systems.**

11. By March 13, 2020, the School will select and pay for at least five teachers visit other project-based learning (PBL)-focused school(s) for the purpose of learning from other's practices and providing resources for the School's own PBL implementation.

**ELIZABETHTON CITY SCHOOLS  
BOARD MEMBERS AND AUTHORIZED REPRESENTATIVES**

Elizabethton City Schools Board of Education:

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

Director of Schools: Corey Gardenhour, Ed.D.

Principal, Elizabethton City High School: John Minton

**SCHOOL VENDOR SIDE LETTER AGREEMENT**

[DATE]

[NAME OF SPONSOR]

[ADDRESS]

[ADDRESS]

[ATTENTION]

Dear [INSERT NAME OF VENDOR]:

By execution of this **School Vendor Side Letter Agreement** (“**Side Letter**”) between [ ] (“**Vendor**”) and [ ] (“**Sponsor**”), Vendor agrees and acknowledges the terms herein, for the good and valuable consideration of entrance into that certain [INSERT NAME OF PRIMARY VENDOR AGREEMENT] between Vendor and Sponsor (the “**Agreement**”), to which reference is hereby made.

Vendor agrees that no work or activity in connection with the Agreement will commence until this Side Letter has been signed, dated and returned to Sponsor at the address written above.

Vendor acknowledges that XQ Institute, a California nonprofit public benefit corporation with a principal place of business at 248 3rd St., Suite 319, Oakland, California, 94607, (“**XQ**”) is an intended third-party beneficiary of this Side Letter.

Vendor shall not produce, reproduce, or use any Works for any Commercial Purpose without the express prior written approval from XQ. Unless explicitly stated otherwise in the written approval, such approval shall be granted only as to Vendor and not any other entity. “**Works**” means any works of authorship (whether copyrightable or not), educational materials, records, drawings, designs, inventions (whether patentable or not), improvements, developments, discoveries, information and trade secrets, created by Vendor in connection with the Agreement. “**Commercial Purpose**” means the development of commercial products or services, any for-profit activity, or for the purpose of receiving any monetary benefit or commercial gain, directly or indirectly, other than any benefit received under the terms of the Agreement.

Vendor shall not produce, reproduce, or use any Works for any purpose except for educational purposes or for the sole benefit of the public without the express prior written approval from XQ, which approval XQ shall grant or withhold in its sole discretion. Unless explicitly stated otherwise in the written approval, such approval shall be granted only as to Vendor and not any other entity.

Vendor hereby covenants not to commence or maintain any suit or action against XQ, or any lawful assignee, designee, licensee or successor of XQ, or against any third party, whether at law or in equity, in relation to any use of the Works made or authorized by XQ or any third party. This covenant shall be binding upon any successors, assigns, administrators, personal representatives and heirs of Vendor.

This Side Letter may not be modified or terminated, and none of the obligations set forth herein may be waived by Sponsor or Vendor, unless such modification, termination or waiver is set forth in writing and signed by an authorized representative of Sponsor and XQ. Any other claimed modification, termination or waiver shall be void.

[Signature Page Follows]

Please sign below to indicate your agreement and acceptance as an authorized representative of Vendor.

Sincerely,

By: \_\_\_\_\_

Name:

Title:

**For and on behalf of Sponsor**

**Agreed and Acknowledged on behalf of  
Vendor:**

By: \_\_\_\_\_

Name:

Title:

Address:

2019-20 XQ Annual Grant Budget									
School Name: Elizabethton High School									
Milestone(s)	Item Description & Relevance to Milestone(s)	Cost Breakdown (Quantity, Term, etc)	Budget Category	July - December 2019 Budget	July - December 2019 Actuals	January - June 2020 Budget	January - June 2020 Actuals	Total 2019-20 Budget	Total 2019-20 Actuals
All (but a special focus on 1, 2, and 4)	The program director for school will support execution of all milestones and school wide transformation and redesign in learner-centered and PBL.	Salary \$70,000 * 1.0 FTE + \$70,000 Taxes and benefits - \$70,000*12.47% = \$87,328.52	Personnel	\$48,561.70		\$48,561.70		\$97,123.40	\$97,123.40
2 and 9	The director of partnerships will bring in subject matter experts, incorporate communication strategies, and recruit community partners for projects.	Salary \$38,570 * 1.0 FTE + \$38,570 Taxes and benefits - \$38,570*18.19% = \$7,035.33	Personnel	\$27,781.67		\$27,781.67		\$55,563.34	\$55,563.34
4	The project facilitator will coach teachers and assist in obtaining training funds, space, money, etc. to achieve project success.	Salary \$5,000 * 1.0 FTE = \$5,000 Taxes and benefits - \$5,000*18.28% = \$914.00	Professional Learning	\$2,867.00		\$2,867.00		\$5,734.00	\$5,734.00
3 and 4	The PBL coach will work with teachers in their classrooms to develop strategies, rubrics, planning, support, standards, etc. to properly implement PBL into the classroom.	Salary \$10,000 * 1.0 FTE = \$10,000 Taxes and benefits - \$10,000*18.28% = \$1,828.00	Professional Learning	\$5,914.00		\$5,914.00		\$11,828.00	\$11,828.00
1, 9, and 11	The online content manager will support teachers in the development of using an LMS, online grad portfolios, and various technology trainings.	Salary \$3,000 * 1.0 FTE = \$3,000 Taxes and benefits - \$3,000*18.28% = \$548.40	Professional Learning	\$1,714.20		\$1,714.20		\$3,428.40	\$3,428.40
6 and 11	The special projects lead will coordinate with other schools for integrated learning and projects, oversee the implementation of student voice through surveys, committees, and audits, projects, etc.	Salary \$3,000 * 1.0 FTE = \$3,000 Taxes and benefits - \$3,000*18.28% = \$548.40	Professional Learning	\$1,714.20		\$1,714.20		\$3,428.40	\$3,428.40
2, 7, and 10	Teachers will create and implement custom content for our freshman level course on introduction to PBL and student-centered approaches.	Additional Pay for Teachers-5 teachers at \$1,200 one time stipends	Professional Learning	\$3,000.00		\$3,000.00		\$6,000.00	\$6,000.00
3, 7, and 10	Teachers will create and implement custom content for our Dual Enrollment Senior Capstone course.	Additional Pay for Teachers-4 teachers at \$1,250 one time stipends	Instructional Materials & Tools	\$5,000.00		\$5,000.00		\$10,000.00	\$10,000.00
3, 7, and 10	Teachers will create and implement the creation of custom curriculum an content for 5 new learner-centered and PBL focused passion-based elective courses.	Additional Pay for Teachers-5 teachers at \$1,912.80 one time stipends	Instructional Materials & Tools			\$9,564.00		\$9,564.00	\$9,564.00
4 and 1	The school will bring in content area experts to help develop our faculty's capacity.	2 trainings (1 each semester) at \$8,000 each	Professional Learning	\$8,000.00		\$8,000.00		\$16,000.00	\$16,000.00
2, 3, 7, and 10	Teachers will create custom content and curriculum for the integration of courses in core content areas and pilot AVIDs.	Additional Pay for Teachers- 6 courses of content at \$1,714.20 each course and 2 courses of content at \$1,912.80 each	Instructional Materials & Tools			\$13,010.80		\$13,010.80	\$13,010.80
4 and 1	The school will secure PBL training through PBL Works or similar provider to continue to develop teacher capacity.	2 trainings at \$9,000 each	Consultants	\$9,000.00		\$9,000.00		\$18,000.00	\$18,000.00
4, 5, and 11	The school will take a team of teachers and staff to a regional training such as PBL Ohio (or similar regional conference).	4 staff members at \$2,000 each for travel, accommodations, expenses, and tuition	Professional Learning	\$8,000.00				\$8,000.00	\$8,000.00
4 and 5	The school will secure experts and facilitators to work with our teachers on classroom integration of PBL.	2 experts at \$6,000 each	Consultants	\$6,000.00		\$6,000.00		\$12,000.00	\$12,000.00

	The school will provide multiple site-based learning opportunities for teachers at other learner-centered schools.	4 teachers per trip at 4 trips per year at \$1,000 per teacher per trip	Professional Learning	\$12,000.00		\$12,000.00	\$12,000.00
3 and 7	We will provide travel and accommodations to several nationally recognized educational conferences to improve capacity and allow them to present and share work with.	4 teachers at \$1,000 each	Professional Learning	\$4,000.00		\$4,000.00	\$12,000.00
2 and 10	The school will help provide classroom materials and project support for PBL classrooms.	Various classroom materials for all 60 classrooms	Instructional Materials & Tools	\$12,500.00		\$12,500.00	\$24,500.00
2 and 6	The school will provide site-based student learning opportunities to broaden student vision of success, explore jobs, and build 6-10 pathways.	2 visits for freshmen and 4 visits for seniors each semester at \$5,000 each trip	Instructional Materials & Tools	\$6,000.00		\$6,000.00	\$30,500.00
2 and 6	The school will provide travel and accommodations for our students to attend competitions and showcase to learn from others and share their work.	Travel, accommodations, food, etc. for 5 students each semester at \$1000 each.	Instructional Materials & Tools	\$10,000.00		\$10,000.00	\$40,500.00
2, 6, 7, and 8	The school will create a mission/vision/grad profile wall with the help and input of students to solidify the vision for every stakeholder.	1 wall in the school redesigned	Facilities			\$1,000.00	\$41,500.00
6	The school will conduct surveys for students, teachers, and parents through Trips (or similar website) to gauge and continually assess school climate and interventions.	2 surveys throughout school year from all 3 stakeholder areas	Consultants	\$1,040.00			\$42,540.00
1 and 2	The school will secure licensing, training, and implementation of a LMS to allow students access to future technologies of work and post secondary schooling.	Site license for all teachers and students with needed training and supports	Instructional Materials & Tools	\$7,000.00			\$49,540.00
1 and 7	The school will provide technology supports for teachers and students by continuing to buy supplies, refurbish, and replace technology, etc. to power individualized learning for students.	Training for technology, people to acquire proper credentials to facilitate learning of both students and teachers, tools for PBL, etc.	Instructional Materials & Tools	\$16,000.00			\$65,540.00
1 and 7	The school will provide collaborative classroom furniture to support its further implementation of student collaboration, PBL, and other learner-centered approaches.	Flex seating for desks/chairs/tables	Instructional Materials & Tools	\$12,000.00			\$77,540.00
2, 7, and 8	The school will produce signage, printed material, and literature for conveying mission/vision/grad profile work.	Signage, literature, etc. for multiple groups of stakeholders to promote vision.	Other	\$7,500.00		\$2,500.00	\$80,040.00
3, 7, and 8	The school will create a mission/vision/grad profile team of teachers to develop and finalize our work while building teacher capacity and improve transparency.	10 teachers at \$40 per session over 4 meetings	Personnel	\$4,000.00			\$84,040.00
3, 4, and 7	The school will provide PD materials (books, journals, magazines, etc.) at regular quarterly intervals to support faculty and develop capacity for school transformation.	70 staff books at \$30 each 4 times throughout year with supporting materials	Professional Learning	\$1,000.00		\$1,000.00	\$85,040.00
1, 2, and 7	The school will create a pipeline of teacher talent by creating an internship with partner college to get their best student teacher candidates	1 intern at a one time \$1,000 to develop a future teacher	Professional Learning			\$1,000.00	\$86,040.00

	The school will create a teacher leadership team through monthly meetings to share the work, build teacher capacity, and improve 2, 4, and 7 transparency	15 teachers at \$80 per session with 15 meetings throughout year	Personnel	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00
<b>Budget Category</b>				<b>\$229,414.82</b>	<b>\$0.00</b>	<b>\$196,489.82</b>	<b>\$0.00</b>	<b>\$447,914.64</b>	<b>\$0.00</b>
Personnel	School employees, taxes, and benefits								
Consultants	External support such as technical assistance								
Professional Learning	Event fees, travel, food and beverage to participate in professional learning								
Instructional Materials & Tools	Curriculum, instruction and assessment costs, technology (such as software and LMS) and infrastructure								
Facilities	Occupancy and leasehold improvements								
Legal & Finance	Legal fees and fees for fiscal sponsorship								
Other	Any expenses that fall outside of the above categories								



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Director of Early Learning,  
Testing & Data Services  
(423) 547-8000 Ext. 8227

June 16, 2017

Please be advised that the Elizabethton City School System is a public school system within the state of Tennessee. Elizabethton High School is an individual school within the Elizabethton City Schools District. Therefore, Elizabethton High School is recognized as a governmental entity and has a federal tax-exempt status.

If you need any further information please feel free to contact me.

Sincerely,

Beth Wilson  
Finance Director



**ELIZABETHTON HIGH SCHOOL**  
**General Ledger Report**  
**Year to Date and Current Month**

<b>From Date:</b>	8/1/2019
<b>To Date:</b>	8/31/2019

**ACTIVITY ACCOUNTS**

<b>From Acct:</b>	1
<b>To Account:</b>	999999

Acct.	Account Name	Fiscal Year Beg. Bal.	-----Receipts / JV-----		Sub Total Col. 1 + 3	---Expend/JV---		----Net Transfers----		To Date End. Bal.
			During Period	YTD		During Period	YTD	During Period	YTD	
010000	GENERAL FUND	\$76,452.47	\$0.00	\$0.00	\$76,452.47	\$0.00	\$0.00	\$0.00	\$0.00	\$76,452.47
<b>Group Total</b>		<b>\$76,452.47</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$76,452.47</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$76,452.47</b>
030400	RESALE ITEMS	\$0.00	\$378.19	\$1,063.41	\$1,063.41	\$0.00	\$0.00	\$0.00	\$0.00	\$1,063.41
030700	General Donations	\$0.00	\$369.39	\$389.39	\$389.39	\$0.00	\$0.00	\$0.00	\$0.00	\$389.39
031001	STUDENT FEES INS	\$0.00	\$2,255.00	\$2,255.00	\$2,255.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,255.00
031002	PARKING/STUDENT	\$0.00	\$1,120.00	\$1,120.00	\$1,120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,120.00
031004	TUITION	\$0.00	\$31,295.00	\$38,495.00	\$38,495.00	(\$600.00)	(\$600.00)	\$0.00	\$0.00	\$37,895.00
031100	INTEREST	\$0.00	\$817.08	\$1,887.21	\$1,887.21	\$0.00	\$0.00	\$0.00	\$0.00	\$1,887.21
<b>Group Total</b>		<b>\$0.00</b>	<b>\$36,234.66</b>	<b>\$45,210.01</b>	<b>\$45,210.01</b>	<b>(\$600.00)</b>	<b>(\$600.00)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$44,610.01</b>
040100	ADMINISTRATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
040200	INSTRUCTION	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,874.75)	(\$1,874.75)	\$0.00	\$0.00	(\$1,874.75)
041200	TUITION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Group Total</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$1,874.75)</b>	<b>(\$1,874.75)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$1,874.75)</b>
050100	B.E.P. INSTRUCTION	\$5,568.29	\$39,854.00	\$39,854.00	\$45,422.29	(\$2,609.20)	(\$2,609.20)	\$0.00	\$0.00	\$42,813.09
050300	INSTRUCTIONAL EQ	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
050400	TEXTBOOKS	\$0.00	\$105,000.00	\$105,000.00	\$105,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$105,000.00
050500	FURNITURE & FIXTU	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
050600	MAINTENANCE & RE	\$0.00	\$1,959.00	\$1,959.00	\$1,959.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,959.00
050800	ADMINISTRATIVE SU	\$0.00	\$2,989.96	\$2,989.96	\$2,989.96	(\$682.15)	(\$682.15)	\$0.00	\$0.00	\$2,307.81
050900	ADMINISTRATIVE E	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
051000	B.E.P. OTHER SUPP.	\$0.00	\$5,354.00	\$5,354.00	\$5,354.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,354.00
051500	LIBRARY	\$0.00	\$12,189.00	\$12,189.00	\$12,189.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,189.00
051800	HONORS/GRADUATI	\$0.00	\$9,950.00	\$9,950.00	\$9,950.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,950.00
051900	STUDENT BODY OT	\$0.00	\$6,000.00	\$6,000.00	\$6,000.00	(\$250.00)	(\$250.00)	\$0.00	\$0.00	\$5,750.00
052200	ATHLETIC EQUIPME	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
052500	WIA/RTI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
053000	CUSTODIAL SUPPLI	\$0.00	\$14,175.00	\$14,175.00	\$14,175.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,175.00
054000	BAND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
054100	BAND REPAIR	\$0.00	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00
054200	Band Instruction Equip	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
054500	RTI Supplies & Materi	\$0.00	\$100.00	\$100.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00
055000	Reward Dist Lunch	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
056000	Attendance Incentives	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Group Total</b>		<b>\$5,568.29</b>	<b>\$202,570.96</b>	<b>\$202,570.96</b>	<b>\$208,139.25</b>	<b>(\$3,541.35)</b>	<b>(\$3,541.35)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$204,597.90</b>
080100	A.H. TIPTON TRUST	\$2,925.20	\$0.00	\$0.00	\$2,925.20	\$0.00	\$0.00	\$0.00	\$0.00	\$2,925.20
080300	ART DEPARTMENT	\$176.51	\$0.00	\$0.00	\$176.51	\$0.00	\$0.00	\$0.00	\$0.00	\$176.51
080400	ATHLETICS	\$36,673.72	\$68,333.02	\$115,398.02	\$152,071.74	(\$18,570.31)	(\$34,647.18)	\$0.00	\$0.00	\$117,424.56
080600	AUTO MECHANICS	\$19.02	\$0.00	\$0.00	\$19.02	\$0.00	\$0.00	\$0.00	\$0.00	\$19.02
080600	ATHLETIC A.V.TJEN	\$734.15	\$0.00	\$0.00	\$734.15	\$0.00	\$0.00	\$0.00	\$0.00	\$734.15



086700	E.H.S. PAGEANT	\$2,440.46	\$0.00	\$0.00	\$2,440.46	\$0.00	\$0.00	\$0.00	\$0.00	\$2,440.46
086800	HALL OF FAME E.H.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
086900	YOUNG REPUBLICA	\$100.00	\$0.00	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00
089000	Tanner Perkins Schola	\$22.20	\$0.00	\$0.00	\$22.20	\$0.00	\$0.00	\$0.00	\$0.00	\$22.20
089100	DRIVERS ED PROGR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
089200	MOUNTAIN CLUB	\$1,138.25	\$0.00	\$0.00	\$1,138.25	\$0.00	\$0.00	\$0.00	\$0.00	\$1,138.25
089300	SAM GREENWELL S	\$1,665.00	\$0.00	\$0.00	\$1,665.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,665.00
089400	POWER-LIFTING CL	\$119.21	\$0.00	\$0.00	\$119.21	\$0.00	\$0.00	\$0.00	\$0.00	\$119.21
089500	Inst & Equip & Mor	\$662.63	\$0.00	\$0.00	\$662.63	\$0.00	\$0.00	\$0.00	\$0.00	\$662.63
089600	F.T.A.-Future Teach A	\$387.58	\$0.00	\$0.00	\$387.58	\$0.00	\$0.00	\$0.00	\$0.00	\$387.58
089700	Timbs Scholarship	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
089800	Quill & Scroll	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
089900	X Q	\$136,154.28	\$805.00	\$805.00	\$136,959.28	\$0.00	\$0.00	\$0.00	\$0.00	\$136,959.28
089901	Bartleby XQ other	\$481.15	\$0.00	\$0.00	\$481.15	\$0.00	\$0.00	\$0.00	\$0.00	\$481.15
089910	XQ Year One	\$195,182.91	\$0.00	\$84.00	\$195,266.91	(\$9,093.51)	(\$53,766.82)	\$0.00	\$0.00	\$141,501.09
089920	XQ Year Two	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Group Total</b>		<b>\$749,949.20</b>	<b>\$81,344.95</b>	<b>\$133,395.26</b>	<b>\$863,344.46</b>	<b>(\$31,204.69)</b>	<b>(\$96,168.66)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$787,175.80</b>
<b>Grand Total</b>		<b>\$831,969.96</b>	<b>\$320,150.57</b>	<b>\$381,176.23</b>	<b>\$1,213,146.19</b>	<b>(\$37,220.79)</b>	<b>(\$102,184.76)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,110,961.43</b>

991	CASH IN BANK	\$573,659.55	\$320,150.57	\$381,176.23	\$954,835.78	(\$37,220.79)	(\$102,184.76)	\$0.00	\$0.00	\$852,651.02
992	CASH IN BANK	\$38,470.98	\$0.00	\$0.00	\$38,470.98	\$0.00	\$0.00	\$0.00	\$0.00	\$38,470.98
993	A.H. TIPTON T	\$2,925.20	\$0.00	\$0.00	\$2,925.20	\$0.00	\$0.00	\$0.00	\$0.00	\$2,925.20
994	CROCKETT-M	\$21,036.59	\$0.00	\$0.00	\$21,036.59	\$0.00	\$0.00	\$0.00	\$0.00	\$21,036.59
995	SUDENT COU	\$946.09	\$0.00	\$0.00	\$946.09	\$0.00	\$0.00	\$0.00	\$0.00	\$946.09
996	NANCY HUNT	\$12,227.30	\$0.00	\$0.00	\$12,227.30	\$0.00	\$0.00	\$0.00	\$0.00	\$12,227.30
997	KATHERINE J J	\$89,865.25	\$0.00	\$0.00	\$89,865.25	\$0.00	\$0.00	\$0.00	\$0.00	\$89,865.25
998	KENNETH L JA	\$92,839.00	\$0.00	\$0.00	\$92,839.00	\$0.00	\$0.00	\$0.00	\$0.00	\$92,839.00
<b>GL Grand Total</b>		<b>\$831,969.96</b>	<b>\$320,150.57</b>	<b>\$381,176.23</b>	<b>\$1,213,146.19</b>	<b>(\$37,220.79)</b>	<b>(\$102,184.76)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,110,961.43</b>

I have reviewed the above ledger report and attached reports for the current month. I find them accurate and complete to the best of my knowledge.

Bookkeeper: *Kesha L. Hamilton* Date: 9/19/19

Principal: *J. Hunt* Date: 9/19/19



# LEARNER OUTCOME AREAS

The XQ Learner Goals are more than aspirational statements. They comprise concrete, relevant knowledge and skills that all XQ students will master as they prepare for an ever-dynamic, increasingly complex 21st century world. The XQ schools, in partnership with CREDO at Stanford, are working to develop a set of common outcome areas, measures and metrics that will enable schools to deeply understand students' growth and development, and also communicate what they learn to the entire nation.

## XQ LEARNER OUTCOME AREAS

### LITERACIES

#### 1.1 Reading

#### 1.2 Writing

#### 1.3 Numeracy

#### 1.4 Global and multicultural literacy

#### 1.5 Digital and technological literacy

XQ students will master the academic core necessary to succeed in college, career, and life: fundamental LITERACIES of critical reading, effective writing, mathematical and statistical reasoning, the capacity to navigate a complex and diverse global environment, and the ability to understand, create, apply, and communicate complex material in speaking, writing and digitally, and fluency in application.

### KNOWLEDGE DOMAINS

#### 2.1 STEM

#### 2.2 Humanities

#### 2.3 Society and civic engagement

XQ students will be fluent in the KNOWLEDGE DOMAINS necessary to understand the world and society, prepare for careers, enjoy and engage in creative endeavors, and participate in building and sustaining thriving communities and democratic society: the STEM fields, the arts and humanities, history, social studies, and civics.

### WAYS OF THINKING

#### 3.1 Synthesis

#### 3.2 Analysis

#### 3.3 Application

#### 3.4 Creativity

XQ students will develop WAYS OF THINKING that equip them to remain agile and resilient when facing rapidly changing circumstances of adversity or opportunity: understanding and synthesizing across diverse bodies of knowledge, analyzing with incisiveness, applying knowledge in novel settings, and creatively generating new ideas and fresh perspectives.

### COLLABORATIVE CAPACITIES

#### 4.1 Self-awareness

#### 4.2 Social awareness

#### 4.3 Interpersonal skills

#### 4.4 Social negotiation

XQ students will hone a set of COLLABORATION SKILLS in the service of co-creating solutions to local, societal, and global challenges: self-awareness and social awareness of one's own power and potential and that of others, relationship skills that leverage one's own and others' strengths and talents, and openness to inquiry to understand, respect, navigate, and celebrate diverse viewpoints and experiences.

### LEARNING FOR LIFE

#### 5.1 Self management

#### 5.2 Self-directed learning

#### 5.3 Social agency

XQ students will embrace an orientation of LEARNING FOR LIFE: students will manage and direct their own best learning strategies and environments, adopt a mindset of effort and persistence, recognize their potential to affect the world around them, cultivate curiosity, pursue interests, and continuously invent their own paths, careers, and lives.

## Felecia Baird

---

**From:** Alex Campbell  
**Sent:** Wednesday, September 18, 2019 7:10 AM  
**To:** Felecia Baird  
**Subject:** For School Board Agenda in Oct.

Would you put this trip on the agenda for the school board to approve in October. I didn't know how much info you needed, so just take from the below and use what you need.

Thanks,  
Alex

### **Student and Teacher Exchange with Crosstown High 2019**

Dear parents or guardians,

EHS is planning a teacher/student exchange with fellow XQ Super School, Crosstown High in Memphis, TN on October 23-25<sup>th</sup>. We are looking for a total of 4 male students (2 freshmen and 2 sophomore) who are interested in making this trip to serve as ambassadors for our school while learning about educational and cultural experiences in Memphis and more specifically Crosstown High by interacting with students and teachers. Students were submitted by teachers based on the following guidelines: social skills, conduct, trustworthiness, and academic effort. Two EHS teachers, Dan Mills and Virgil McKee will accompany students on this exchange as chaperones.

The students will leave from school around lunch time on Oct. 23, and travel with teachers to the Tri-Cities Regional Airport to leave for Memphis where they will arrive that afternoon. There will be a dinner that night with teachers and staff from Crosstown and a tour of the school. The students will stay in apartment style accommodations in Crosstown Concourse (the building where Crosstown High School is located) and be chaperoned by an EHS staff member.

Students will shadow the daily experience of a Crosstown student during the school days of Oct. 24 and 25. After school on Oct. 24, Crosstown will provide cultural enrichment opportunities like trips to local museums, historical sites, etc. All of these experiences will be chaperoned by our EHS staff and staff from Crosstown. EHS students and teachers will leave Crosstown after lunch on Oct. 25 and return to the Tri-cities Regional Airport that evening.

All travel, accommodations, meals, etc. will be provided at no cost to the students. The only expenses they may incur is if they take extra luggage, buy souvenirs, etc.

We hope that you will consider making this trip as an ambassador for our school and for the educational and cultural opportunities for personal growth that it allows. To claim your spot as one of these student ambassadors, please have your parent/guardian sign below. If you have questions, please do not hesitate to ask by calling the school. More information will follow after the selection process is complete.

Sincerely,

Alex Campbell

PBL Coordinator

Elizabethton High School

547-8015

**Student Name** \_\_\_\_\_

**Parent Name** \_\_\_\_\_ **Phone Number** \_\_\_\_\_

**ELIZABETHTON CITY SCHOOL SYSTEM  
BOARD OF EDUCATION  
AGENDA SUMMARY  
FUND 141 GENERAL PURPOSE**

**BIDS AND PURCHASES OVER \$10,000**

**DEPARTMENT:** CAPITAL OUTLAY – XQ FUNDS

**SUBJECT:** Bid Number ECSS FY2019-2020-02 for EHS COURTYARD RENOVATIONS

**SUMMARY:** Bids were advertised and solicited for EHS COURTYARD RENOVATIONS. One (1) bid was received and deemed to be acceptable as per bid specifications. Bids were opened at 3:00 p.m., on Tuesday, the 24th day of September 2019. Bids were as follows:

BIDDER	AMOUNT
GRC Construction	\$164,500

**ACCOUNT**

**FUNDING:** Account codes: EHS XQ Funds Year 2

**RECOMMENDATION:** Dr. Corey Gardenhour, Director of Schools, and Mr. Joey Trent, Director of Facilities, have reviewed the bids. It is their recommendation that the bid for EHS Courtyard Renovations be rejected due to budget constraints.

**NECESSARY**

**BOARD ACTION:** Motion to reject bid number ECSS 2019-2020-02 for EHS Courtyard Renovations due to budget constraints.

**APPROVED BY ELIZABETHTON BOARD OF EDUCATION:**

\_\_\_\_\_  
Rita Booher, Chairperson

\_\_\_\_\_  
Dr. Corey Gardenhour, Director of Schools

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in January</b>	Descriptor Term: <b>Emergency and Legal Leave</b>	Descriptor Code: <b>5.301</b>	Issued Date: <b>09/20/16</b>
		Rescinds: <b>5.301</b>	Issued: <b>10/22/92</b>

## 1 **EMERGENCY LEAVE**

2 An immediate supervisor may grant a certificated employee emergency leave during the workday for a  
3 sudden, unexpected occurrence demanding immediate attention. Leave shall be taken as personal leave,<sup>1</sup>  
4 sick leave, or leave without pay. The employee who uses emergency leave shall confirm said leave on  
5 appropriate forms the day after returning to work.

6 Principals or administrative supervisors shall keep a tally of the amount of time individual employees  
7 are released under this policy, and when the total time reaches one (1) day, the employee shall be charged  
8 with one (1) day of applicable leave.

## 9 **JURY DUTY**

10 If an employee is summoned for jury duty, he/she shall present written evidence that he/she has been  
11 summoned to serve on a jury. **The employee shall be entitled to the usual compensation, less the amount**  
12 **paid by the court.<sup>2</sup>**

## 13 **COURT APPEARANCES**

14 If an employee appears in court as a plaintiff, defendant, witness,<sup>3</sup> or voluntarily appears on behalf of  
15 family or friends, personal leave or leave without pay shall be granted.

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### Legal References

1. TCA 49-5-711(c)
2. TCA 22-4-106(b)
3. TCA 16-15-708

# Elizabethton Board of Education

Monitoring: <b>Review: Annually, in March</b>	Descriptor Term: <b>Code of Conduct</b>	Descriptor Code: <b>6.300</b>	Issued Date: <b>08/21/18</b>
		Rescinds: <b>6.300</b>	Issued: <b>01/23/18</b>

1 The board delegates to the director of schools the responsibility of developing specific codes of  
2 conduct which are appropriate for each level of school. Codes of conduct for students in  
3 prekindergarten or kindergarten shall utilize alternative disciplinary practices such as RTI<sup>2</sup>B.  
4 Exclusionary discipline shall only be used as a measure of last resort. The development of each code  
5 shall involve principals and faculty staff members of each level and shall be consistent with the  
6 relevant policies as adopted by the board.<sup>1</sup>

7 The following levels of misbehavior and disciplinary procedures and options are standards designed to  
8 protect all members of the educational community in the exercise of their rights and duties and to  
9 maintain a safe learning environment where orderly learning is possible and encouraged.<sup>2</sup> These  
10 misbehaviors apply to student conduct on school buses, on school property, and while students are on  
11 school sponsored outings. Staff members shall ensure that disciplinary measures are implemented in a  
12 manner that:<sup>3</sup>

- 13 1. Balances accountability with an understanding of traumatic behavior;
- 14
- 15 2. Teaches school and classroom rules while reinforcing that violent or abusive behavior is not  
16 allowed at school;
- 17
- 18 3. Minimizes disruptions to education with an emphasis on positive behavioral supports and  
19 behavioral intervention plans;
- 20
- 21 4. Creates consistent rules and consequences; and
- 22
- 23 5. Models respectful, non-violent relationships.

24 In order to ensure that these goals are accomplished, the school district shall utilize the following  
25 trauma-informed discipline practices: RTI<sup>2</sup>B.

26

## 27 MISBEHAVIORS: Level I

28 This level includes minor misbehavior on the part of the student which impedes orderly classroom  
29 procedures guidelines or interferes with the orderly operation of the school, but which can usually be  
30 handled by an individual staff member.

31 *Examples (not an exclusive listing):*

- 1 • Classroom disturbances
- 2 • ~~Classroom tardiness~~
- 3 • Cheating and lying
- 4 • Abusive language
- 5 • ~~Non-defiant~~ failure to do assignments or carry out directions
- 6 • Wearing, while on the grounds of a public school during the regular school day,
- 7 clothing that exposes underwear or body parts in an indecent manner that disrupts the
- 8 learning environment<sup>3 4</sup>
- 9 • Victimization of any student (Harassment (Sexual, Racial, Ethnic, Religious), Bullying,
- 10 Cyber-bullying, and/or Hazing)

11 *Disciplinary Procedures:*

- 12 • The staff member intervenes immediately.
- 13 • The staff member determine what offense was committed and its severity.
- 14 • The staff member determines who committed the offense and if he/she understands the
- 15 nature of the offense.
- 16 • The staff member employs appropriate disciplinary options.
- 17 • The record of the offense and disciplinary action shall be maintained by staff member.

18 *Disciplinary Options:*

- 19 • Verbal reprimand
- 20 • Special Assignment
- 21 • Restricting activities
- 22 • ~~Assigning work details~~
- 23 • Counseling
- 24 • Withdrawal of privileges
- 25 • Issuance of demerits
- 26 • Strict supervised study
- 27 • Detention
- 28 • Corporal punishment
- 29 • In-school suspension
- 30 • RTI<sup>2</sup>B

31

32 **MISBEHAVIORS: Level II**

33 This level includes misbehavior whose frequency or seriousness tends to disrupt the learning climate of  
 34 the school. These misbehaviors do not represent a direct threat to the health and safety of others but  
 35 have educational consequences serious enough to require corrective action on the part of  
 36 administrative personnel.

37 *Examples (not an exclusive listing):*

- 38 • Continuation of unmodified Level I **mis**behaviors

- 1 • ~~School or class tardiness~~
- 2 • Using forged notes or excuses
- 3 • Disruptive classroom behavior

4 *Disciplinary Procedures:*

- 5 • The student is referred to principal for appropriate disciplinary action.
- 6 • The principal meets with student and ~~teacher~~ staff member.
- 7 • The principal hears accusation made by ~~teacher~~ staff member and allows the student the
- 8 opportunity to explain his/her conduct.
- 9 • The principal takes appropriate disciplinary action and notifies the ~~teacher~~ staff member
- 10 of action.
- 11 • The record of offense and disciplinary action shall be maintained by principal.

12 *Disciplinary Options:*

- 13 • Teacher/schedule change
- 14 • ~~Modified probation~~
- 15 • ~~Behavior modification~~
- 16 • ~~Social probation~~
- 17 • Peer counseling
- 18 • Referral to outside agency
- 19 • In-school suspension
- 20 • Transfer
- 21 • Detention
- 22 • Suspension from school-sponsored activities or from riding school bus
- 23 • ~~Corporal punishment~~
- 24 • Out-of-school suspension (~~not to exceed ten (10) days~~).
- 25 • RTI<sup>2</sup>B
- 26

27 **MISBEHAVIORS: Level III**

28 This level includes acts directly against persons or property but whose consequences do not seriously  
29 endanger the health or safety of others in the school.

30 *Examples (not an exclusive listing):*

- 31 • Continuation of unmodified Level I and II ~~mis~~ behaviors
- 32 • Fighting
- 33 • Vandalism (minor)
- 34 • Use, possession, sale, distribution, and/or being under the influence of tobacco, ~~drugs,~~
- 35 ~~drug paraphernalia, and/or alcohol~~
- 36 • Use, possession, sale, or distribution of drug paraphernalia
- 37 • Use, sale, distribution, and/or being under the influence of drugs
- 38 • Stealing

- 1 • Threats to others
- 2 • Victimization of any student (Harassment (Sexual, Racial, Ethnic, Religious), Bullying,
- 3 Cyber-bullying, and/or Hazing)

4 *Disciplinary Procedures:*

- 5 • The student is referred to principal for appropriate disciplinary action.
- 6 • The principal meets with student and **teacher staff member**.
- 7 • The principal hears accusation and allows the student the opportunity to explain his/her
- 8 conduct.
- 9 • The principal takes appropriate disciplinary action.
- 10 • The principal may refer incident to Director of Schools and make recommendations for
- 11 consequences.
- 12 • ~~If student's program is to be changed, adequate notice shall be given to the student and~~
- 13 ~~his/her parent(s)/guardian(s) of the charges against him, his/her right to appear at a~~
- 14 ~~hearing, and his/her right to be represented by a person of his/her choosing.~~
- 15 • ~~Any change in school assignment is appealable to the Board.~~
- 16 • The record of offense and disciplinary action shall be maintained by principal.

17 *Disciplinary Options:*

- 18 • In-school suspension
- 19 • Detention
- 20 • ~~Corporal punishment~~
- 21 • Restitution from loss, damage or stolen property
- 22 • Out-of-school suspension ~~not to exceed ten (10) days~~
- 23 • Social adjustment classes
- 24 • Transfer
- 25 • **RTI<sup>2</sup>B**
- 26 • ~~Expulsion~~

27 **MISBEHAVIORS: Level IV**

28 This level of misbehavior includes acts which result in violence to another's person or property or  
 29 which pose a threat to the safety of others in the school. These acts are so serious that they usually  
 30 require administrative actions which result in the immediate removal of the student from the school,  
 31 the intervention of law enforcement authorities and/or action by the Board.

32 If a student's action poses a threat to the safety of others in the school, a teacher, principal, school  
 33 employee, or school bus driver may use reasonable force when necessary to prevent bodily harm or  
 34 death to another person.<sup>5</sup>

35 *Examples (not an exclusive listing):*

- 36 • Continuation of unmodified Level I, II and III **mis**behaviors
- 37 • Death threat (~~hit list~~)

- 1 • Extortion
- 2 • Bomb threat
- 3 • ~~Possession/use/transfer of dangerous weapons\*~~ Possession, use, and/or transfer of
- 4 dangerous weapons
- 5 • Assault that results in bodily injury upon any teacher, principal, administrator, any other
- 6 employee of the school, or a school resource officer\*
- 7 • Aggravated assault\*
- 8 • Vandalism
- 9 • ~~Theft/possession/sale of stolen property~~ Theft, possession, and/or sale of stolen property
- 10 • Arson
- 11 • Possession of unauthorized substances (e.g. any controlled substance, controlled
- 12 substance analogue, or legend drug)\*
- 13 • ~~Use/transfer~~ Use or transfer of unauthorized substances
- 14 • Victimization of any student (Harassment (Sexual, Racial, Ethnic, Religious), Bullying,
- 15 Cyber-bullying, and/or Hazing)
- 16 • Electronic threat to cause bodily injury or death to another student or school employee\*

17 *Disciplinary Procedures:*

- 18 • The principal confers with appropriate staff members and with the student.
- 19 • The principal hears accusations and allows the student the opportunity to explain his/her
- 20 conduct.
- 21 • The parent(s)/guardian(s) are notified.
- 22 • Law enforcement officials are contacted.
- 23 • The incident is reported and recommendations made to the Director of Schools.
- 24 • If the student's placement is to be changed, adequate notice of the charges shall be
- 25 given to the student and his/her parent(s)/guardian(s) and his/her right to appear at a
- 26 hearing.
- 27 • ~~Complete and accurate reports are submitted to the Director of Schools.~~
- 28 • ~~The student is given a hearing before disciplinary hearing authority.~~

29 *Disciplinary Options*

- 30 • ~~Expulsion~~
- 31 • ~~Alternative schools~~
- 32 • Other hearing authority or Board action which results in appropriate placement
- 33 • RTI<sup>2</sup>B
- 34

35 \*Designates zero tolerance offenses

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**Legal References**

1. TCA 49-6-4005; Public Acts of 2018, Chapter No. 958
2. TCA 49-6-4002 to 4005; 20 USCA § 7114, 7118
3. TCA 49-6-4009

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**Cross References**

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- Traffic and Parking Controls 3.403
  - Procedural Due Process 6.302
  - Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation 6.304
  - Bus Safety and Conduct 6.308
  - Zero Tolerance Offenses 6.309
  - Dress Code 6.310
  - Detention 6.315
  - Suspension/Expulsion/Remand 6.316
  - Safe Relocation of Students 6.4081

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**Legal References**

4. TCA 49-6-4005
5. TCA 49-6-4002 to 4005; 20 USCA § 7114, 7118
6. Public Acts of 2019, Chapter No. 421
7. TCA 49-6-4009
8. TCA 49-6-4008

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**Cross References**

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- Traffic and Parking Controls 3.403
  - Procedural Due Process 6.302
  - Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation 6.304
  - Bus Safety and Conduct 6.308
  - Zero Tolerance Offenses 6.309
  - Dress Code 6.310
  - Detention 6.315
  - Suspension 6.316
  - Safe Relocation of Students 6.4081

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

STATEMENT  
For Period Ending 08/31/2019

Page: 1  
09/12/2019  
1949-000M  
130

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

ACCOUNT NO.  
STATEMENT NO:

General Labor Relations

		HOURS	
08/01/2019	DDO	Collate information regarding student surveys and send to Dr. Gardenhour; .	0.50
08/05/2019	DDO	Phone conference with Dr. Gardenhour and R. VanHuss concerning parent demand for medical bill payments; Review proposed Tripod contract and related legal authority	1.40
08/06/2019	DDO	E-mail documents related to proposed Tripod agreement to Dr. Gardenhour; Phone conference with Dr. Gardenhour to review the proposed Tripod agreement; E-mail EX attorney to request a phone conference	0.60
08/12/2019	DDO	Phone conference with Dr. Gardenhour concerning employee request for work limitations	0.20
08/13/2019	DDO	Interoffice conference and phone conferences with Dr. Gardenhour concerning employee request for work limitations	0.50
08/14/2019	DDO	Phone conference with Dr. Gardenhour and principal regarding potential conflict of interest for teacher's private company	0.30
08/15/2019	DDO	Review legal authority related to conflicts of interest; Phone conference with Dr. Gardenhour concerning teacher's potential conflict	0.70
08/16/2019	DDO	Review and respond to e-mail communication from XQ regarding proposed contract;	No charge
08/19/2019	DDO	Phone conference with Dr. Gardenhour regarding board policies and	

General Labor Relations

		HOURS	
	teacher recruitment of students for private business purposes; E-mail communications with XQ attorney to schedule discussion of contract issues	0.20	
08/20/2019	DDO Phone conferences with Dr. Gardenhour and XQ attorney concerning contract negotiations	0.20	
08/23/2019	DDO E-mail communications with XQ attorneys and Dr. Gardenhour	0.10	
08/26/2019	DDO Phone conference with Dr. Gardenhour and J. Trent concerning employee's report of potential conflict between other teachers; Phone conference with XQ attorneys concerning contract revisions; Follow-up phone conference with Dr. Gardenhour	0.80	
08/27/2019	DDO Phone conference with Dr. Gardenhour concerning step-parent demands to school principal	0.10	
08/28/2019	DDO Review legal authority governing step-parent rights; Phone conference with Dr. Gardenhour and T. Hurley to discuss step-parent demands and legal rights of stepparents	1.90	
08/29/2019	DDO Phone conference with J. Trent and T. Thompson concerning release of student information through Family Access site	0.10	
08/30/2019	DDO Brief review of contract revisions proposed by XQ; Forward documents to Dr. Gardenhour; Phone conference with Dr. Gardenhour concerning contract issues	0.30	
	FOR PROFESSIONAL SERVICES RENDERED	7.90	1,540.50
	Westlaw Computer Research.		97.04
	Photocopy Expense		8.48
	TOTAL EXPENSES THROUGH 08/31/2019		105.52
	PREVIOUS BALANCE		\$721.50
	TOTAL CURRENT WORK		1,646.02
09/04/2019	Payment received. - CK#10056606		-721.50
	AMOUNT DUE		<u>\$1,646.02</u>

Elizabethton School District

General Labor Relations

ACCOUNT NO.  
STATEMENT NO:

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**CONFIDENTIAL/PRIVILEGED ATTORNEY/CLIENT COMMUNICATION**

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