

# ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION

## REGULAR SCHEDULED MEETING

*Thursday, September 16, 2021, @ 5:30 PM*

### Board Members

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

The Elizabethton Board of Education will meet on Thursday, September 16, 2021, at 5:30 PM in the Mack Pierce Board Room, 804 South Watauga Ave, Elizabethton, TN 37643.

1. CALL TO ORDER
2. MOMENT OF SILENCE
3. PLEDGE TO THE FLAG
4. APPROVE CONSENT AGENDA AND REGULAR AGENDA
5. TIME FOR CITIZENS TO SPEAK
6. SPECIAL RECOGNITION

A. Special Recognition of FBLA State and National Winners:

1st Place Multimedia & Website Development: Kayleigh Shoemake

3rd Place Community Service Project: Aubrey Sparks

3rd Place Elevator Speech: Princess Russell

National Winner:

10th Place Multimedia & Website Development: Kayleigh Shoemake

### 7. CONSENT AGENDA

A. Minutes of Regular Meeting: August 19, 2021.

B. Approve General Purpose Fund Financial Statement, August 31, 2021.

C. Approve Federal Projects Fund Financial Statement, August 31, 2021.

D. Approve School Nutrition Fund Financial Statement, August 31, 2021.

E. Approve an Equipment Disposal Request from Jon Minton, Principal at EHS, for the disposal of cardio equipment from ETSU surplus to be given away or trashed.

F. Approve an Equipment Disposal Request from Chris Berry, Principal at TAD, for the disposal of 29 obsolete iPads to be recycled or trashed by the Technology Dept.

G. Approve an Equipment Disposal Request from Brian Culbert, CTE Director at EHS, for the disposal of two teacher desks, a tv, and VCR to be trashed.

H. Approve an MOU between Elizabethton City Schools and Austin Peay State University highlighting recruitment, selection, and support for their instructional leadership candidates who are a part of the AAPN Grant Program.

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

- I. Approve a Dual Credit Agreement between Elizabethton City Schools and Tusculum University for the 2021-2022 School Year.
- J. Approve a Dual Credit Agreement between Elizabethton City Schools and Carson-Newman University for the 2021-2022 School Year.
- K. Approve an Agreement between Elizabethton City Schools and Clemmer College of ETSU for Field Experience and Clinical Residency for the 2021-2022 school year.
- L. Approve second reading of Board Policy 1.407 School District Records, as revised.
- M. Approve second reading of Board Policy 1.8011 Emergency Closings, as revised.
- N. Approve second reading of Board Policy 3.205 Security, as revised.
- O. Approve second reading of Board Policy 3.211 New Project Planning, as revised.
- P. Approve second reading of Board Policy 3.220 Access to Private Facilities, as revised.
- Q. Approve second reading of Board Policy 4.101 Instructional Standards, as revised.
- R. Approve second reading of Board Policy 4.204 Summer Instructional Programs, as revised.
- S. Approve second reading of Board Policy 4.205 Enrollment in Advanced Courses, as revised.
- T. Approve second reading of Board Policy 4.213 Family Life Education, as revised.
- U. Approve second reading of Board Policy 4.301 Interscholastic Athletics, as revised.
- V. Approve second reading of Board Policy 4.605 Graduation Requirements, as revised.
- W. Approve second reading of Board Policy 4.700 Testing Programs, as revised.
- X. Approve second reading of Board Policy 5.106 Application and Employment, as revised.
- Y. Approve second reading of Board Policy 5.802 Qualifications and Duties of the Director of Schools, as revised.
- Z. Approve second reading of Board Policy 5.117 Teacher Tenure, as revised.
- AA. Approve second reading of Board Policy 5.200 Separation Practices for Tenured Teachers, as revised.
- BB. Approve second reading of Board Policy 5.201 Separation Practices for Non-Tenured Teachers, as revised.
- CC. Approve second reading of Board Policy 6.202 Home Schools, as revised.
- DD. Approve second reading of Board Policy 6.300 Code of Conduct, as revised.
- EE. Approve second reading of Board Policy 6.306 Interference-Disruption of School Activities, as revised.
- FF. Approve second reading of Board Policy 6.4081 Safe Relocation of Students, as revised.
- GG. Approve second reading of Board Policy 6.319 Alternative Education, as revised.
- HH. Approve second reading of Board Policy 6.402 Physical Examinations and Immunizations, as revised.
- II. Approve second reading of Board Policy 4.206 Homebound Instruction, as revised.
- JJ. Approve second reading of Board Policy 6.200 Attendance, as revised.

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

**A. Personnel Report**

- a. **NEW:** Charles Fisher, Educational Asst. to the Teacher at EHS, effective August 20, 2021; Jacey Fair, ESP Student Leader, effective August 19, 2021; JoAnne Stanley, Project On Track Tutor at HME, effective September 1, 2021; Ellie Dugger, ESP Student Leader, effective August 30, 2021;

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Carrie Matherly, Educational Asst. to the Teacher at WSE, effective August 31, 2021; Isavah Balaicuis, Educational Asst. to the Teacher at EHS, effective August 25, 2021; Madeline Holt, ESP Student Leader, Systemwide, effective September 1, 2021;

**ADDITIONAL POSITION:** Robyn Roszel, Asst. Swimming Coach at EHS, effective August 24, 2021.

**TRANSFER:** Cristy Kyte, Tn. All Corp Inst. Asst. at HME, effective August 24, 2021; Kelli Broussard, Head Swimming Coach at EHS, effective August 24, 2021; Charles Fisher, Educational Assistant at HME, effective August 25, 2021; Rachel Darnell, Implementation Coach at CO, effective September 1, 2021; Shannon Stacy, Interim Curriculum Coach at ESE, effective September 1, 2021; Megan Pennington from Tn. All Corp. Instructional Asst. at WSE, to Interim Teacher at ESE, effective September 7, 2021; Tanner Stiltner, from ESP Student Leader to SPED Asst. to the Teacher, effective September 1, 2021; Lakyn James from SPED Educational Asst. to Educational Asst. to the Teacher at HME, effective September 1, 2021; Carrie Matherly, from SPED Ed. Asst./Lunchroom Monitor to Educational Asst. at WSE, effective September 7, 2021 through October 15, 2021; Heather Hanson from Educational Asst. to the Teacher at WSE to Instructional Asst. (F/T), at WSE, effective September 7, 2021 through October 15, 2021; Elizabeth Greenwell, from Instructional Asst. at WSE to Tn. All Corp. Inst. Asst. at WSE, effective September 7, 2021 through October 15, 2021.

**RESIGNATIONS:** Leeanne Houston, Tn. All Corp Instructional Asst. at HME, effective August 19, 2021; Marissa Honeycutt, Educational Asst. to the Teacher at EHS, effective August 19, 2021; Tim Valentine, Sub Bus Driver/Maintenance/Custodian Systemwide, effective August 13, 2021; Kayleigh Muldoon, Custodian at ESE, effective August 27, 2021; Jane Malone, ESP Student Leader, Systemwide, effective September 1, 2021; Janice Valentine, Bus Driver/Asst. to the Teacher, Systemwide, effective September 7, 2021.

**LEAVE OF ABSENCE:** Tonia Smith, Teacher at TAD, effective August 4, 2021 through September 3, 2021; Dustin Duncan, Bartleby Community Partnership Coordinator at EHS effective September 16, 2021 through October 15, 2021; Travis Thompson, CO Supervisor, effective September 4, 2021 through October 7, 2021. **REVISED:** Michelle Berry, Educational Asst. at ESE, effective August 12, 2021 through September 13, 2021; **REVISED** Tonia Smith, Teacher at TAD effective August 4, 2021 through October 15, 2021, **REVISED:** Gene Fleenor, Educational Asst. to the Teacher at WELC, effective August 9, 2021 through September 12, 2021.

- B. Director's Update
- C. Board Member Reports
- D. City Council Liaison's Report
- E. Student Liaison's Report

## 9. REGULAR AGENDA

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.

- A. Approve the rescinding of Resolution #001 for a 3-year Lease Agreement with Formetco for a video board to be installed in Treadway Gymnasium at Elizabethton High School.
- B. Approve the purchase of a video board from Formetco for \$51,737.00 to be installed in Treadway Gymnasium at Elizabethton High School, using cooperative purchasing pricing from The National Cooperative Purchasing Alliance (NCPA).
- C. Approve Clinical Affiliation Agreement between the Tennessee College of Applied Technology at Elizabethton, Nursing Program and Elizabethton City Schools.
- D. Ratify the purchase of early literacy skills classroom kits from Amplify in the amount of \$77,513.76, using ESSER 1.0 funds.
- E. Approve a Resolution of the Elizabethton City Schools Board of Education Requesting Amendment for Open Enrollment Period for LEA's.
- F. Approve purchase of six (6) power unit replacements for main gymnasium bleachers at Elizabethton High School from FaciliServ, in the amount of \$17,283.00.
- G. Discussion of COVID-19 Safety Protocols

**10. FOR YOUR INFORMATION**

**11. NEXT REGULARLY SCHEDULED BOARD MEETING**

- A. The next regularly scheduled Board Meeting will be held on Thursday, October 21, 2021, at 5:30 p.m. in the Mack Pierce Board Room in the offices of the Elizabethton Board of Education, located at 804 S. Watauga Avenue, Elizabethton, Tennessee.

**12. ADJOURN**

ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION  
REGULAR SCHEDULED MEETING  
Thursday, August 19, 2021 5:30 PM  
Mack Pierce Board Room

The Elizabethton Board of Education met in a regular meeting on Thursday, August 19, 2021, at 5:30 PM, at Mack Pierce Board Room.

Attendance Taken at 1:46 PM.

Phil Isaacs: Present  
Danny O'Quinn: Present  
Eddie Pless: Present  
Jamie Schaff: Present  
Mike Wilson: Present

CALL TO ORDER

MOMENT OF SILENCE

PLEDGE TO THE FLAG

APPROVE CONSENT AGENDA AND REGULAR AGENDA

Motion was made by Danny O'Quinn, second by Jamie Schaff to combine Items E through CC under Item A in the Regular Agenda. Motion carried.

Phil Isaacs: aye  
Danny O'Quinn: aye  
Eddie Pless: aye  
Jamie Schaff: aye  
Mike Wilson: aye

aye: 5, nay: 0

Motion was made by Danny O'Quinn, second by Jamie Schaff to approve the Consent and Regular Agendas. Motion carried.

Phil Isaacs: aye  
Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

A Motion was made by Mr. O'Quinn and seconded by Ms. Schaff to combine Items E through CC under Item A in the Regular Agenda.

#### TIME FOR CITIZENS TO SPEAK

Ms. Ryann Jeffers

163 Ezee Street

Elizabethton, Tennessee 37643

(423) 895-0512

Ms. Jeffers would like to address the Board regarding involvement within the school system.

Ms. Jeffers was not able to attend the meeting.

#### CONSENT AGENDA

Minutes of Regular Meeting: July 15, 2021.

Approve General Purpose Fund Financial Statement, June 30, 2021, and July 31, 2021.

Approve Federal Projects Fund Financial Statement, June 30, 2021 and July 31, 2021.

Approve School Nutrition Fund Financial Statement, June 30, 2021, and July 31, 2021.

Approve Year End Reserves for FY 2020-2021.

Approve the purchase of a 2022 Chevrolet Malibu Sedan from Freeland Chevrolet, to be used for Driver Education classes at Elizabethton High School in the amount of \$17,900.00. The purchase will be made utilizing State Contract pricing.

Approve ratification of the 2021-2022 Dual Credit Memorandum of Understanding between Elizabethton City Schools and Northeast State Community College.

Equipment Disposal Request from Jordan Carder, ESP Coordinator, for the disposal of a printer that no longer works, to be recycled by the Technology Department.

Equipment Disposal Request from Jordan Carder, ESP Coordinator, for the disposal of a paper shredder that no longer works.

Equipment Disposal Request from Jordan Carder, ESP Coordinator, for the disposal of Michigan Model for Health Curriculum that is outdated.

Equipment Disposal Request from Jon Minton, Principal at EHS, for the disposal of two (2) wooden tables to be thrown away.

Equipment Disposal Request from Jon Minton, Principal at EHS, for the disposal of wrestling mats to be sold to Pioneer MMA for \$3,000.00.

Equipment Disposal Request from Jon Minton, Principal at EHS, for the disposal of various items to be trashed. Please see attached documentation for details.

Equipment Disposal Requests from John Wright, Principal at West Side Elementary for the disposal of various items. Please see attached documentation for details.

Equipment Disposal Request from Chris Berry, Principal at TAD, for the disposal of two (2) ping pong tables to be trashed.

Equipment Disposal Request from John Wright, Principal at West Side Elementary for the disposal of a document camera and Cannon scanner to be thrown away.

Approve a Memorandum of Understanding between Elizabethton City Schools and the Tennessee Department of Education for the Coordinated School Health initiative, for the 2021-2022 School Year.

Approve a case study on student voice in Elizabethton City Schools to be conducted by Treah Hutchings with InnovateEDU, an XQ partner organization.

Approve the Milligan Initial Licensure Clinical Practice and Partnership Agreement between Elizabethton City Schools and Milligan College for the 2021-2022 School Year.

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

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

Approve Elizabethton High School to re-sale Allegiant Airline ticket vouchers initially purchased in October 2019 for the New York trip. The sale of the vouchers would help EHS recoup some losses for the canceled trip. The airline has extended the ticket vouchers for an additional year due to COVID-19. There is currently \$11,781.99 in ticket vouchers that will expire in October 2021. The tickets are

transferrable and can be purchased at a reduced price. The price will be determined after Board Approval. We have consulted with our Auditors regarding the sale of the vouchers.

Approve ESSER 3.0 Grant Application.

Approve the Elizabethton High School Marching Band to travel to Western Carolina University for the 2021 Tournament of Champions Competition, to be held on Saturday, October 23, 2021.

Approve the Director of Schools to travel to Gatlinburg, Tennessee on September 12-15, 2021, for the Supervisors Study Council Meeting.

## REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS

### Personnel Report

Additional Positions: Kevin Cornwell, ESP Child Care Worker at WSE, effective August 4, 2021; Hannah Derrick, ESP Child Care Worker at WSE, effective August 4, 2021; Chloe Hambrick, Asst. Volleyball Coach at TAD, effective July 20, 2021; Jason Holly, P/T Criminal Justice Teacher at EHS, effective August 2, 2021; Matthew Myers, Asst. Football Coach at TAD, effective July 20, 2021; Justin White, Head Baseball Coach at TAD, effective July 20, 2021; Missy Birdsong, ESP Student Leader, effective August 11, 2021.

New Hires: Elizabeth Austin, Tn All Corp Instructional Asst. at HME, effective August 4, 2021; Jason Baker, Sped Teacher at WSE, effective August 2, 2021; Brittany Collins, Educational Asst. to the Teacher at ESE, effective August 4, 2021; William Edmonds, Aviation/Flight Instructor at EHS, effective August 3, 2021; Haley Fair, Educational Asst. at ESE, effective August 4, 2021; Mackenzie Garcia, Tn All Corp Instructional Asst. at WSE, effective August 4, 2021; Lucas Gentry, Tn All Corp Instructional Asst. at TAD, effective August 4, 2021; Nathan Hargis, Asst. to the Teacher at EHS, effective August 4, 2021; Marissa Honeycutt, Asst. to the Teacher at EHS, effective August 4, 2021; Leeanne Houston, Tn All Corp Instructional Asst. at HME, effective August 4, 2021; Valerie Lee, Interim Library Media Specialist at WSE, effective August 2, 2021; Leanna Murdock, Tn All Corp ELA Teacher at TAD, effective August 2, 2021; Etta Pearman, Cook at EHS, effective August 4, 2021; Megan Ramirez, Asst. to the Teacher at HME, effective

August 4, 2021; Emily Rock, Interim Teacher (ESSER) at ESE, effective August 2, 2021; Mindy Salyer, Educational Asst. to the Teacher at ESE, effective August 4, 2021; Debra Sawyer, Educational Asst. to the Teacher at TAD, effective August 4, 2021; Garry S. Smith, Asst. Girl's Basketball Coach at EHS, effective August 2, 2021; L. LeShae Taylor, Educational Asst. to the Teacher at HME, effective August 4, 2021; Brad Thompson, Computer Specialist at CO, effective August 9, 2021; Janice Valentine, Bus Driver/P/T Educational Asst. at HME, effective August 9, 2021; Timothy Valentine, Sub Bus Driver/Maintenance/Custodial, Systemwide, effective August 9, 2021; Shannon Stacy, Tn All Corp Instructional Asst. at ESE, effective August 18, 2021; Tennille Odom, Educational Asst. to the Teacher at TAD, effective August 4, 2021; Casandra Buckles, Custodian at WSE, effective August 10, 2021; Keaton Johnson, ESP Student Leader and Substitute Teacher, Systemwide, effective August 13, 2021; Colby Dugger, ESP Student Leader, Systemwide, effective August 16, 2021; Theresa Lopez, ESP Student Leader, Systemwide, effective August 13, 2021; Lacey Silvers, ESP Student Leader, Systemwide, effective August 17, 2021.

Transfers: Brian Adams, from P/T Educational Asst. at HME to F/T Tn All Corp. Instructional Asst. at TAD, effective August 4, 2021; Kim Blackwell from P/T Educational Asst. to F/T Tn All Corp Instructional Asst., effective August 4, 2021; Elizabeth Greenwell, from P/T Educational Asst. to F/T Instructional Asst. at WSE, effective August 4, 2021; Karma Ingram, from P/T Educational Asst. to F/T Instructional Asst., effective August 4, 2021; Shawanna Kelley, from P/T Educational Asst. at TAD to F/T Instructional Asst. at TAD, effective August 4, 2021; Kim Ledford, from Behavior Mod. Teaching Asst. to K-5 Resource Asst. at HME, effective August 4, 2021; Cathy May, from P/T Educational Asst. to F/T Educational Asst. at WELC; Julie Proffitt, from P/T Educational Asst. to F/T Educational Asst. to the Teacher at TAD, effective August 4, 2021; Megan Wolfe, from P/T Asst. at WELC to F/T Educational Asst. at WELC, effective August 4, 2021; April Pierce, from Grade Level Asst. at ESE to Tn All Corp Instructional Asst. at ESE, effective August 12, 2021; Haley Fair, from Title I Asst. at ESE to Grade Level Asst. at ESE, effective August 12, 2021; Amanda Jenkins, from Grade Level Asst. at ESE to Title I Asst. at ESE, effective August 12, 2021; LaShae Taylor, from Behavior Mod. Asst. at

HME to Grade Level Asst. at ESE, effective August 12, 2021; Kim Blackwell, from P/T Educational Asst. at TAD to Tn. All Corp Instructional Asst. at TAD, effective August 4, 2021; Skylar Steele, from Special Ed. Asst./Lunchroom Monitor to Sp. Education Asst. at WSE, effective August 16, 2021; Mary Bohlke, from P/T Educational Asst. at WSE to F/T Tn All Corp. Instructional Asst. at WSE.

Resignations: Brandon Blevins, Educational Asst. at EHS, effective August 5, 2021; Thomas Dillard, Educational Asst./Asst. Baseball Coach at EHS, effective July 15, 2021. Linda Dunbar, P/T Custodian at EHS, effective July 22, 2021; Lori Long, P/T Educational Asst. to the Teacher at EHS, effective July 22, 2021; John Sutton, Head Swim Coact at EHS, effective July 15, 2021; Mackenzie Garcia, Tn All Corp Instructional Asst., effective August 13, 2021; Bobbye Carothers, Educational Asst. at ESE, effective August 30, 2021.

Terminations: Alisha Mainer, Asst. Girl's Basketball Coach at EHS, effective July 13, 2021.

Leave of Absence: Barbara Hyatt, Cook at TAD, July 27, 2021, through August 24, 2021. Teresa Robinson, Systemwide RN, August 2, 2021 through September 27, 2021; Jane Tester, Teacher at ESE, September 6, 2021 through November 8, 2021; Dustin Duncan, Bartleby Community Partnership Coordinator at EHS, August 18, 2021 through September 17, 2021.

#### Director's Update

Testing results from last year are out. We had some losses but not near what could have been. That's due to our teachers, staff and students and all the work they did last year. More information to come. There's work to be done, and we're ready to do that. ESSER will help address those issues. It was nothing short of a miracle.

ESSER 3.0 hasn't changed since discussed earlier. Plan is to submit it tomorrow.

Very excited about the opportunities within that Grant.

Encourage everyone to support extracurricular activities. Football, cross-country, golf, volleyball and much more. Football game tomorrow at ETSU against Science Hill, Band performs at 6:30. Thanks to Carter County Bank and Bank of Tennessee for sponsoring the event now called "The Railroad Rumble". Carter County Bank donated \$1,000.00 for student tickets. Lots of students received free tickets.

Apologize for the length of Board Policies this time.

Grow Your Own Interviews: Partnership between the State, ECS and Milligan University for the opportunity for three of our teacher assistants to receive their education degree free of charge from Milligan. Five interviews but only three spots open. Everyone that interviewed deserved the opportunity. Hope to have another grant in the Spring. We're very excited about this. Win/Win for everyone involved.

Congratulate Kenny Hardin and Ryan Presnell and to present at the Southern Criminal Justice Association Meeting in September. We're very excited about it and proud of them!

Board Member Reports

The Railroad Rumble Trophy was made by Mr. Pless' brother-in-law.

We had some Board Members go to the Law Institute. It was very informative. I-Guardian program was eye-opening.

City Council Liaison's Report

Council voted an amendment to our budget for next year. More money is coming our way.

Covered Bridge Days: Need volunteers for the children's park. Double community service hours for students that wish to participate.

The City voted the Christmas Parade date down this year from the first Friday in December to December 11th to allow for another possible State Championship Football Game.

Student Liaison's Report

Maggie didn't have anything to report.

REGULAR AGENDA

Approve the award of Bid Number ECSS 2021-2022-01 for the purchase of one (1) 66 Passenger School Bus to Mid-South Bus Center in the amount of \$95,907.00.

Motion was made by Danny O'Quinn, second by Phil Isaacs to approve the award of Bid Number ECSS 2021-2022-01 for the purchase of one (1) 66 Passenger School Bus to Mid-South Bus Center in the amount of \$95,907.00. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

This is to replace a bus going out of service. Funding for this was included in the budget.

Approve the purchase of four (4) 4.3 Octave Intermediate Acoustalon Multi-Frame II Marimba and four (4) 3.0 Octave Intermediate Multi-Frame II vibraphone; glossy gold bars; gold resonators; F33-F69: 1-1/2 in. - 2 1/4 in. graduated bars; gas-shock height adjustment; with cover at a total cost of \$43,776.00 using Buyboard Cooperative Purchasing Agreement.

Motion was made by Danny O'Quinn, second by Jamie Schaff to approve the purchase of four (4) 4.3 Octave Intermediate Acoustalon Multi-Frame II Marimba and four (4) 3.0 Octave Intermediate Multi-Frame II vibraphone; glossy gold bars; gold resonators; F33-F69: 1-1/2 in. - 2 1/4 in. graduated bars; gas-shock height adjustment; with cover at a total cost of \$43,776.00 using Buyboard Cooperative Purchasing Agreement. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Instruments that the drum line uses standardizing all equipment in the front. This has been needed for many years. Using excess funds from last year. It's already been through the bid process using BuyBoard Cooperative Purchasing.

Maggie stated she was a member of the front ensemble and said they were so appreciative of this purchase as it will help them look more professional and also sound better.

Approve a three (3) year Lease Agreement with Government Capital Corporation for purchase of an indoor video screen from Formetco Sports for Treadway Gymnasium at Elizabethton High School in the annual payment amount of \$18,586.33, using cooperative purchasing pricing from The National Cooperative Purchasing Alliance (NCPA).

Motion was made by Danny O'Quinn, second by Jamie Schaff to approve a three (3) year Lease Agreement with Government Capital Corporation for purchase of an indoor video screen from Formetco Sports for Treadway Gymnasium at Elizabethton High School in the annual payment amount of \$18,586.33, using cooperative purchasing pricing from The National Cooperative Purchasing Alliance (NCPA).

Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Mr. Holt stated he had worked on this for a long time. Creating student involvement with the digital media class just starting this year, Improve atmosphere in the gym, and bring in more revenue through the gym, and bringing in more than \$20,000.00 after it's paid for with static sponsors, al la carte sponsorships and opportunities for community members. Does have five static sponsors committed and a title sponsor committed. Snap-On tools has committed to 10,000.00 over five years as a title sponsor, static sponsors are Star Fitness, B&L Education Solutions, Horace Mann, NESCC, Goodwill. Goal is to sell al la carte annually. Revenue for athletics. It's exciting. Digital media run by students, to come up with ads, commercials and do the programming. Don't know of another gym around to have a 8x13 video board. 3-year lease to own. Fundraising through advertising on the Board. The first lease payment isn't due for another year. They will work throughout the year to get the payment done.

Mr. VanHuss...educational opportunity for students.

Approve creation of a two (2) year Early Literacy and Tn All Corp Implementation Coach to be paid for using ESSER Planning Grant and ESSER 1.0 Funds.

Motion was made by Jamie Schaff, second by Danny O'Quinn to approve creation of a two (2) year Early Literacy and Tn All Corp Implementation Coach to be paid for using ESSER Planning Grant and ESSER 1.0 Funds. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Because we're participating in Tn All Corp we're in a position to have access to a grant of \$125,000.00. Proposal is to use that money and a little from 1.0 that was left over to pay for a person to help us with Tn All Corp Implementation. Grant funded position for two years. We have applied and were approved in record time. We will more than likely select someone from within, hiring will be done quickly.

Approve first reading of Board Policy 1.407 School District Records, as revised.  
Motion was made by Danny O'Quinn, second by Phil Isaacs to approve first reading of Board Policy 1.407 School District Records, as revised. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

ITEMS 8E THROUGH 8AC UNDER REGULAR AGENDA ITEM #8 HAVE BEEN COMBINED.

This Policy removes a reference to the County because we're under City Charter.

Approve first reading of Board Policy 1.8011 Emergency Closings, as revised.

Motion was made by Danny O'Quinn, second by Phil Isaacs to approve first reading of Board Policy 1.8011 Emergency Closings, as revised. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

ITEMS 8E THROUGH 8AC UNDER REGULAR AGENDA ITEM #8 HAVE BEEN COMBINED.

Public Chapter 384 prevents us from designating employees as essential workers.

This keeps us from designating those employees as essential.

Approve first reading of Board Policy 3.205 Security, as revised.

Motion was made by Danny O'Quinn, second by Phil Isaacs to approve first reading of Board Policy 3.205 Security, as revised. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

ITEMS 8E THROUGH 8AC UNDER REGULAR AGENDA ITEM #8 HAVE BEEN COMBINED.

Safety plans must provide cybersecurity and how we protect it.

Approve first reading of Board Policy 3.211 New Project Planning, as revised.

Motion was made by Danny O'Quinn, second by Phil Isaacs to approve first reading of Board Policy 3.211 New Project Planning, as revised. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

ITEMS 8E THROUGH 8AC UNDER REGULAR AGENDA ITEM #8 HAVE BEEN COMBINED.

In the past permission had to be granted by the Commissioner of Education, now that is not the case.

Approve first reading of Board Policy 3.220 Access to Private Facilities, as revised.

ITEMS 8E THROUGH 8AC UNDER REGULAR AGENDA ITEM #8 HAVE BEEN COMBINED.

Addresses privacy requests when using multi-occupancy restrooms, dressing rooms

and sleeping quarters while on a school sponsored trip. If we have someone that's uncomfortable in a group restroom, dressing room or sleeping quarter, this Policy requires we provide them with a private facility.

Approve first reading of Board Policy 4.101 Instructional Standards, as revised.

Motion was made by Danny O'Quinn, second by Phil Isaacs to approve first reading of Board Policy 4.101 Instructional Standards, as revised. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

ITEMS 8E THROUGH 8AC UNDER REGULAR AGENDA ITEM #8 HAVE BEEN COMBINED.

New Policy insures we only teach the Tennessee State Standards. This is in response to new State Statutes.

Approve first reading of Board Policy 4.204 Summer Instructional Programs, as revised.

Motion was made by Danny O'Quinn, second by Phil Isaacs to approve first reading of Board Policy 4.204 Summer Instructional Programs, as revised. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

ITEMS 8E THROUGH 8AC UNDER REGULAR AGENDA ITEM #8 HAVE BEEN COMBINED.

Outlines Summer School details.

Approve first reading of Board Policy 4.205 Enrollment in Advanced Courses, as revised.

Motion was made by Danny O'Quinn, second by Phil Isaacs to approve first reading of Board Policy 4.205 Enrollment in Advanced Courses, as revised. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

ITEMS 8E THROUGH 8AC UNDER REGULAR AGENDA ITEM #8 HAVE BEEN COMBINED.

Sets criteria for enrollment in these courses. Don't want to exclude people that are typically excluded.

Approve first reading of Board Policy 4.213 Family Life Education, as revised.

Motion was made by Danny O'Quinn, second by Phil Isaacs to approve first reading of Board Policy 4.213 Family Life Education, as revised. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

ITEMS 8E THROUGH 8AC UNDER REGULAR AGENDA ITEM #8 HAVE BEEN COMBINED.

This is a new Policy. In the past was only required by districts who had high teen pregnancy rates. Now every district is required to have one of these. There's also an opt-out for parents that don't want their children to participate.

Approve first reading of Board Policy 4.301 Interscholastic Athletics, as revised.

Motion was made by Danny O'Quinn, second by Phil Isaacs to approve first reading of Board Policy 4.301 Interscholastic Athletics, as revised. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

ITEMS 8E THROUGH 8AC UNDER REGULAR AGENDA ITEM #8 HAVE BEEN COMBINED.

Public Chapter 40 requires that Boards have to adopt a policy that only permits members of one biological sex to compete on sex segregated teams based on their original birth certificate.

Mr. Wilson: By legislation passing this, are we protected in terms of a lawsuit if someone feels like their rights have been violated?

Mr. VanHuss: Anyone can sue at any time, we would have to react to that. This policy is required by State Law. If someone chose to sue they would also have to sue the State. This addresses more of sex specific sports. Not sure football is designated as a sex specific sport. This policy also requires training for coaches on safety protocol and severe weather, also code of conduct. Some of which we've already been working on and will continue to work on to insure compliance.

Approve first reading of Board Policy 4.605 Graduation Requirements, as revised.

Motion was made by Danny O'Quinn, second by Phil Isaacs to approve first reading of Board Policy 4.605 Graduation Requirements, as revised. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

ITEMS 8E THROUGH 8AC UNDER REGULAR AGENDA ITEM #8 HAVE BEEN COMBINED.

Early graduate requirement has changed from 18 credits to 17 credits. We're not sure what course that applies to yet.

Mr. O'Quinn: Is this a move on when ready requirement:

Mr. VanHuss: This is anyone that applies as an early graduate.

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

ITEMS 8E THROUGH 8AC UNDER REGULAR AGENDA ITEM #8 HAVE BEEN COMBINED.

Now required to provide students with information on career and technical education opportunities.

Approve first reading of Board Policy 5.106 Application and Employment, as revised.

ITEMS 8E THROUGH 8AC UNDER REGULAR AGENDA ITEM #8 HAVE BEEN COMBINED.

Application and Employment: if we have a position available and can't hire someone with a license we can hire someone with a temporary permit. It also requires if the

person in one of those roles has a disciplinary action that must be reported to the State it will also apply to the temporary permit holder.

Approve first reading of Board Policy 5.802 Qualifications and Duties of the Director of Schools, as revised.

Motion was made by Danny O'Quinn, second by Jamie Schaff to amend Board Policy 5.802 to the original language that includes three years of teaching experience and two years Administrative experience for the Director of Schools. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Motion was made by Jamie Schaff, second by Danny O'Quinn to amend Board Policy 5.802 to the original language that includes three years of teaching experience and two years Administrative experience for the Director of Schools. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

ITEMS 8E THROUGH 8AC UNDER REGULAR AGENDA ITEM #8 HAVE BEEN COMBINED.

One other proposed change. The TSBA Model Policy has different suggestion on qualifications for director. Current policy 3 years classroom experience and 2 years minimum school administrative experience. The Model Policy has 3 years of school administrative experience only.

MR. O'Quinn would like to keep the current language. It's important for a Director to know what's going on in the classroom.

#### Motion to Amend

Approve first reading of Board Policy 5.117 Teacher Tenure, as revised.

ITEMS 8E THROUGH 8AC UNDER REGULAR AGENDA ITEM #8 HAVE BEEN COMBINED.

This Policy allows individuals who had no scores or nullified scores to go back to previous years level of effectiveness scores to possibly make them eligible for tenure.

Approve first reading of Board Policy 5.200 Separation Practices for Tenured Teachers, as revised.

ITEMS 8E THROUGH 8AC UNDER REGULAR AGENDA ITEM #8 HAVE BEEN COMBINED.

The State Board of Education has the authority to suspend a teacher's license. In the past the Commissioner of Education had the authority.

Approve first reading of Board Policy 5.201 Separation Practices for Non-Tenured Teachers, as revised.

ITEMS 8E THROUGH 8AC UNDER REGULAR AGENDA ITEM #8 HAVE BEEN COMBINED.

Anyone non-tenured will receive a non-renewal letter. We are now required to notify them in one of three ways, within the last five business days following the last instructional day. Email, certified letter or overnight carrier.

Approve first reading of Board Policy 6.202 Home Schools, as revised.

This allows for parents providing homeschool that they can qualify with a high school diploma, GED or equivalency test. This adds another way a parent could qualify to provide homeschool.

Approve first reading of Board Policy 6.300 Code of Conduct, as revised.

ITEMS 8E THROUGH 8AC UNDER REGULAR AGENDA ITEM #8 HAVE BEEN COMBINED.

6.300, 6.306 and 6.4081 all tie together.

6.300 lines up some code of conduct things, it now requires that a teacher can intervene and discipline a student, if they share that with the Principal it now requires that Administrator to let that teacher know what disciplinary action was taken.

6.306 now a procedure that a teacher can request a student be removed from a class if a student is adversely affecting the instruction in that class.

6.4081 references the safe relocation of students and safeguards a school staff member to intervene as long as it's not excessive.

Approve first reading of Board Policy 6.306 Interference-Disruption of School Activities, as revised.

ITEMS 8E THROUGH 8AC UNDER REGULAR AGENDA ITEM #8 HAVE BEEN COMBINED.

6.306 now a procedure that a teacher can request a student be removed from a class if a student is adversely affecting the instruction in that class.

Approve first reading of Board Policy 6.4081 Safe Relocation of Students, as revised.

ITEMS 8E THROUGH 8AC UNDER REGULAR AGENDA ITEM #8 HAVE BEEN COMBINED.

6.4081 references the safe relocation of students and safeguards a school staff member to intervene as long as it's not excessive.

Approve first reading of Board Policy 6.319 Alternative Education, as revised.

ITEMS 8E THROUGH 8AC UNDER REGULAR AGENDA ITEM #8 HAVE BEEN COMBINED.

This allows the Director if a student has an offense, or act of violence against other students and if Alternative School is located in that building, it gives the Director of Schools the alternative to let the student go to virtual learning or to be expelled completely from the school system.

Approve first reading of Board Policy 6.402 Physical Examinations and Immunizations, as revised.

ITEMS 8E THROUGH 8AC UNDER REGULAR AGENDA ITEM #8 HAVE BEEN COMBINED.

State Law requires that should a COVID-19 immunization be required we should allow for religious exemptions that they will be granted if that ever happens.

Approve first reading of Board Policy 4.206 Homebound Instruction, as revised.

ITEMS 8E THROUGH 8AC UNDER REGULAR AGENDA ITEM #8 HAVE BEEN COMBINED.

This allows us to provide virtual learning for students that are in quarantine or isolation.

4.407 outlines the situations allowed as opposed to a virtual school.

Approve first reading of Board Policy 6.200 Attendance, as revised.

ITEMS 8E THROUGH 8AC UNDER REGULAR AGENDA ITEM #8 HAVE BEEN COMBINED.

Readjusts the tier intervention that are having attendance issues and allows us to start that process more quickly.

Discussion of COVID-19 safety protocols.

Motion was made by Eddie Pless, second by Phil Isaacs to approve the implementation of a mask mandate with an opt-out option for parents and teachers to be re-visited in two weeks to examine infection numbers. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

It's on everybody's mind. We want teachers to be able to teach and students to learn as much as possible in the safest environment.

Mr. VanHuss: 39 cases on Monday, today we have 46 (36 students 10 staff members) and 120 students in quarantine. Basically 1/3 of that number were due to contacts outside of school, so 40 of those students out of the 120 were from outside contact.

Mr. O'Quinn: What are CDC guidelines?

Mr. VanHuss: Designation of close contact has not changed. Anyone within 6 feet of a positive person for within 6 feet for 15 minutes or more in a 24-hour period. Exclusion from being quarantined is either that person vaccinated or added one more possibility and only applies to K-12 students, is if positive person was wearing a mask and close contact was wearing a mask, and they were wearing it properly. If this had been in place last year, we would've sent 85% less students home. Variant currently is highly contagious. Students affected more than one in the fall. If you have a close contact with a symptomatic day five can test, still symptom free can come back in eight days.

Mr. O'Quinn: If you come in close contact with a positive person is 14 day quarantine?

Mr. VanHuss: If you have a close contact but have no symptoms, after day five they can test. If negative test and are symptom free, can return to school on day eight. If not, they must stay out entire 14 days.

Mr. Pless: No designation between the type of mask as long as wearing it correctly.

Mr. VanHuss: No, as long as they're worn properly.

Mr. Wilson: How do we know if they're worn properly?

Mr. VanHuss: That is up for interpretation. We will continue to help Health Dept. in making those decisions. Reality is mask usage is not anywhere near level at this point that it would impact being able to keep large percentage of students in buildings.

Mr. Wilson: If vaccinated, does that change anything?

Mr. VanHuss: Do not have to quarantine if fully vaccinated.(CDC Guidelines) If symptoms develop, test and quarantine at that time. Some breakthrough cases in our district.

Mr. Pless: No virtual option? They attend, homeschool, or another school.

Mr. VanHuss: If we wanted virtual option, had to set up a "virtual school". Funding to do that would mean reducing staff. Much like last year, it's not that easy to do, especially at elementary level. A lot more involved than it appears. We would have a sixth school. Not the prudent thing to do, financially. Easier to do for larger systems.

Mr. O'Quinn: We're discussing the best way to keep students and teachers safe? Governor issued executive order that we can't require students to wear masks unless we provide opt-out. It's a parent's choice. Look at other systems, mask mandates but provided opt-out.

Mr. Isaacs: Hybrid option not available?

Mr. VanHuss: That's correct unless Governor issues State of Emergency. If we close schools, must use stockpile days. Would have to keep track by each school. Many issues with this. No longer have tools we had last year.

Mr. Pless: Lot of information from professionals. Our job as a Board to make best decision. We care about employees, students.

Mr. Wilson: Opt-out meaning?

Mr. Pless: Meaning parent can opt-out for child and teacher opt-out for themselves.

Mr. Wilson: Then it's not a mandate.

Mr. Pless: Correct, but again by only highly recommending, we're in limbo. Mandate encourage more people to mask. If not, there's an option. It should be in the parent's court. That's the motion.

Mr. O'Quinn: It's what Johnson City has done. Polling is split 50/50. Seen learning

loss when children are out of school, two weeks out of school hard to keep up. Child who opts out and child wearing a mask, child wearing a mask doesn't help that child because they will be contact traced anyway. Can it be set up where those masked can be separated from those without a mask?

Mr. VanHuss: I fear it's like segregating. Need to guard against maskers and anti-maskers, fear it could morph into bigger issues. Our job is to educate, this is best opportunity to keep kids in school as safely as can be. This is all we are allowed or have ability to do by law, statute, executive order.

Mr. Isaacs: If we go this direction, when implemented, are forms online, how do we handle, how is it enforced? Want to keep children in classrooms. Maggie says children want to be in school.

Maggie Cole: Most people not wearing masks, but if students know they wouldn't be sent home or have to cancel games, they would wear them. Most of her friends are vaccinated and feels people are trying to stay safe.

Mr. Isaacs: Glad to hear they're getting vaccinated, trend needs to continue.

Mr. Wilson: If just an option, ones concerned are already doing it. Not sure what we're doing here.

Mr. VanHuss: Spoke with Dr. Barnett in JC Schools, mask mandate has increased mask usage, even with opt-out. This is most we can do without defying state law, executive order. Up to you to decide.

Mr. Wilson: Not violating State Law.

Mr. VanHuss: No, alluded to Executive Order.

Mr. Pless: If you don't give the opt-out, would be defying Executive Order.

Mr. Wilson: Davidson and Shelby?

Mr. Pless: That was before the Executive Order. Don't know what they're doing, don't really care. They have resources we do not have. If it increases mask 10-20% and keeps another percentage from having to go home, two weeks to look at numbers is good, that's his opinion.

Ms. Schaff: We have to do something. Can't let this go on with numbers rising without implementing something. Longer we wait more numbers will rise.

Mr. Pless: No guarantee this does anything, we know it will keep others from quarantining.

Mr. VanHuss: Based on CDC guidance. Didn't make this up. To Mr. Isaacs point, when Motion is seconded, give us a couple days to implement. Need to look at online and paper options. Details to work on and get information out. Give us until Tuesday, if possible.

Mr. Pless: Parents can change their opt-out option if they want, correct?

Mr. VanHuss: Yes.

Ms. Schaff: Seen emails and texts that majority of people want masks.

Mr. Wilson: People will be disappointed when it's not a mandate.

Mr. Isaacs: We can mandate if we want, but Executive Order won't allow but so much.

Mr. VanHuss: If percent of opt-outs are 25% then 75% are wearing a mask.

Mr. Isaacs: Leadership from the Board shows "hey, wear your mask."

Mr. VanHuss: Health Department briefing yesterday, 700 confirmed cases of students 18 and under in NE region, today it's 820, increasing 120 students in day and a half. Last year numbers did not go over 500 for students in that age group. Well on the way to 1500 cases w/in the week.

Mr. Pless: Mike, you're not against mandate, just think mandate with opt-out doesn't make sense.

Mr. Wilson: Not at all.

Mr. Pless: You would prefer to mandate and defy Executive Order?

Mr. Wilson: Absolutely.

Mr. Pless: Motion on the floor, if no second it will die.

Mr. O'Quinn: Special called meeting after two weeks?

Mr. Pless: We would have to.

Mr. O'Quinn: If my kid sits next to someone without a mask and he has to quarantine, I'm going to be upset. I'm for segregation if keeps my kid in school. I want to protect my kid if I make them wear a mask. I don't want them sitting with someone who's not.

Mr. VanHuss: One potential problem with that. Rooms are small. No guarantee, that what you said won't happen. Our hands are tied. Very limited on what we can do.

Mr. Wilson: What can happen if we did defy?

Mr. Isaacs-Mr. Pless: Probably a lawsuit.

Mr. Wilson: The Governor would sue us?

Mr. Pless: There's no way to know what would happen.

Mr. Wilson: Don't mean to be a jerk, but I fail to see what we're doing.

Ms. Schaff: We have to do something.

Mr. Wilson: Shouldn't call it a mandate, not mandating they have to wear them.

Mr. Pless: Mandating ones that don't opt-out and that's as much as the law will allow.

Mr. Isaacs: Whatever we do is a slippery slope. If he had a child 12 and under they would wear a mask. It protects teachers as well, children can be asymptomatic and carry it. Can't dictate or separate. We can't mandate it and not give the parents an option to opt-out.

Mr. VanHuss: If you mandate and have an opt-out it requires the parent to make the choice. Parents may think it's a good idea but since we don't require it they don't push it. JC did see an improvement. Improvement is better than where we are now.

Mr. Isaacs: Mr. Pless, do the motion again, and I'll second it.

Mr. Pless: Motion is that we do a mask mandate with parental and teacher opt-out that lasts for 2 weeks from date of implementation. Details to the schools.

Mr. Wilson: Will we revisit this?

Mr. Pless: Yes, in 10 school days.

Mr. Issacs: Seconded the motion.

Mr. VanHuss: Implementation would begin on the 24th.

No virtual option this year. Whats the best way to keep students and teachers safe and at school? We don't have the tools we had last year, no virtual, no hybrid.

FOR YOUR INFORMATION

Blackburn, Childers & Steagall, CPA's Audit Planning Letter

NEXT REGULARLY SCHEDULED BOARD MEETING

The next regularly scheduled Board Meeting will be held on Thursday, September 16, 2021, at 5:30 p.m. in the Mack Pierce Board Room in the offices of the Elizabethton Board of Education, located at 804 S. Watauga Avenue, Elizabethton, Tennessee.

ADJOURN

Motion was made by Danny O'Quinn, second by Phil Isaacs Motion to Adjourn.

Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

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Chairman of the Board  
Schools

Director of



|                             |     | 2021-22                        | 2021-22               | 2021-22              | 2021-22       | Unencumbered             | August 2021-22          |              |
|-----------------------------|-----|--------------------------------|-----------------------|----------------------|---------------|--------------------------|-------------------------|--------------|
| <u>Acct</u>                 |     | <u>Original Budget</u>         | <u>Revised Budget</u> | <u>FYTD Activity</u> | <u>FYTD %</u> | <u>Balance - YTD Act</u> | <u>Monthly Activity</u> |              |
| 141 R 40110                 | 000 | CURRENT PROPERTY TAX           | 3,325,000.00          | 3,325,000.00         | 0.00          | 0.00                     | 3,325,000.00            | 0.00         |
| 141 R 40120                 | 000 | TRUSTEE'S COLLECTIONS - PRIOR  | 83,000.00             | 83,000.00            | 37,651.01     | 45.36                    | 45,348.99               | 37,651.01    |
| 141 R 40130                 | 000 | CIR CLK/CLK & MASTER COLLECTIO | 18,500.00             | 18,500.00            | 3,337.02      | 18.04                    | 15,162.98               | 3,337.02     |
| 141 R 40140                 | 000 | INTEREST AND PENALTY           | 24,000.00             | 24,000.00            | 3,367.06      | 14.03                    | 20,632.94               | 3,367.06     |
| 141 R 40162                 | 000 | PAYMENTS IN LIEU OF TAXES-LOCA | 62,500.00             | 62,500.00            | 0.00          | 0.00                     | 62,500.00               | 0.00         |
| 141 R 40163                 | 000 | PAYMENTS IN LIEU OF TAXES - OT | 4,000.00              | 4,000.00             | 0.00          | 0.00                     | 4,000.00                | 0.00         |
| 141 R 40210                 | 000 | LOCAL OPTION SALES TAX         | 2,700,000.00          | 2,700,000.00         | 269,549.28    | 9.98                     | 2,430,450.72            | 269,549.28   |
| 141 R 40275                 | 000 | MIXED DRINK TAX                | 18,000.00             | 18,000.00            | 1,602.57      | 8.90                     | 16,397.43               | 1,602.57     |
| 141 R 40320                 | 000 | BANK EXCISE TAX                | 30,550.00             | 30,550.00            | 0.00          | 0.00                     | 30,550.00               | 0.00         |
| 141 R 41110                 | 000 | MARRIAGE LICENSES              | 600.00                | 600.00               | 53.60         | 8.93                     | 546.40                  | 53.60        |
| 141 R 43511                 | 000 | TUITION - REGULAR DAY STUDENTS | 300,000.00            | 300,000.00           | -385.12       | -0.13                    | 300,385.12              | -385.12      |
| 141 R 43513                 | 000 | TUITION - SUMMER SCHOOL        | 750.00                | 750.00               | 0.00          | 0.00                     | 750.00                  | 0.00         |
| 141 R 43517                 | 000 | TUITION - OTHER                | 222,552.00            | 222,552.00           | 30,853.86     | 13.86                    | 191,698.14              | 22,812.62    |
| 141 R 44110                 | 000 | INVESTMENT INCOME              | 10,000.00             | 10,000.00            | 245.53        | 2.46                     | 9,754.47                | 245.53       |
| 141 R 44120                 | 000 | LEASE/RENTALS                  | 1,000.00              | 1,000.00             | 0.00          | 0.00                     | 1,000.00                | 0.00         |
| 141 R 44170                 | 000 | MISCELLANEOUS REFUNDS          | 0.00                  | 0.00                 | -143,805.11   | 0.00                     | 143,805.11              | -144,789.94  |
| 141 R 44990                 | 000 | OTHER LOCAL REVENUES           | 200.00                | 200.00               | 34.56         | 17.28                    | 165.44                  | 0.00         |
| 141 R 46511                 | 000 | BASIC EDUCATION PROGRAM        | 15,199,000.00         | 15,199,000.00        | 1,523,200.00  | 10.02                    | 13,675,800.00           | 1,523,200.00 |
| 141 R 46515                 | 000 | EARLY CHILDHOOD EDUCATION      | 404,779.00            | 404,779.00           | 0.00          | 0.00                     | 404,779.00              | 0.00         |
| 141 R 46550                 | 000 | DRIVER EDUCATION               | 6,500.00              | 6,500.00             | 0.00          | 0.00                     | 6,500.00                | 0.00         |
| 141 R 46590                 | 000 | OTHER STATE EDUCATION FUNDS    | 92,000.00             | 92,000.00            | 0.00          | 0.00                     | 92,000.00               | 0.00         |
| 141 R 46610                 | 000 | CAREER LADDER PROGRAM          | 41,359.00             | 41,359.00            | 0.00          | 0.00                     | 41,359.00               | 0.00         |
| 141 R 46980                 | 000 | OTHER STATE GRANTS             | 160,560.00            | 160,560.00           | 0.00          | 0.00                     | 160,560.00              | 0.00         |
| 141 R 46990                 | 000 | OTHER STATE REVENUES           | 113,000.00            | 113,000.00           | 0.00          | 0.00                     | 113,000.00              | 0.00         |
| 141 R 48610                 | 000 | DONATIONS                      | 25,200.00             | 25,200.00            | 0.00          | 0.00                     | 25,200.00               | 0.00         |
| 141 R 49800                 | 000 | OPERATING TRANSFERS            | 30,882.00             | 30,882.00            | 0.00          | 0.00                     | 30,882.00               | 0.00         |
| 141 R 49810                 | 000 | CITY GENERAL FUND TRANSFER     | 2,400,000.00          | 2,400,000.00         | 400,000.00    | 16.67                    | 2,000,000.00            | 200,000.00   |
| <b>Grand Revenue Totals</b> |     |                                | 25,273,932.00         | 25,273,932.00        | 2,125,704.26  | 8.41                     | 23,148,227.74           | 1,916,643.63 |

Number of Accounts: 34

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

| Acct                        | 2021-22                        | 2021-22              | 2021-22              | 2021-22             | Unencumbered      | August 2021-22       |                     |
|-----------------------------|--------------------------------|----------------------|----------------------|---------------------|-------------------|----------------------|---------------------|
|                             | Original Budget                | Revised Budget       | FYTD Activity        | FYTD %              | Balance - YTD Act | Monthly Activity     |                     |
| 141 E 71100 --- --- -----   | REGULAR INSTRUCTION PROGRAM    | 11,389,838.00        | 11,389,838.00        | 365,347.45          | 3.21              | 11,005,290.55        | 344,844.70          |
| 141 E 71200 --- --- -----   | SPECIAL EDUCATION PROGRAM      | 2,065,538.00         | 2,065,538.00         | 8,566.07            | 0.41              | 2,055,036.17         | 7,891.95            |
| 141 E 71300 --- --- -----   | VOCATIONAL EDUCATION PROGRAM   | 1,075,195.00         | 1,075,195.00         | 17,064.85           | 1.59              | 1,047,718.45         | 10,696.38           |
| 141 E 71400 --- --- -----   | STUDENT BODY EDUCATION PROGRAM | 363,460.00           | 363,460.00           | 65,097.55           | 17.91             | 298,362.45           | 51,378.41           |
| 141 E 72110 --- --- -----   | ATTENDANCE                     | 96,240.00            | 96,240.00            | 15,807.50           | 16.43             | 80,432.50            | 5,300.25            |
| 141 E 72120 --- --- -----   | HEALTH SERVICES                | 378,352.00           | 378,352.00           | 6,750.44            | 1.78              | 370,863.91           | 6,063.40            |
| 141 E 72130 --- --- -----   | OTHER STUDENT SUPPORT          | 1,109,378.00         | 1,109,378.00         | 61,213.20           | 5.52              | 1,045,464.80         | 56,771.64           |
| 141 E 72210 --- --- -----   | REGULAR INSTRUCTION PROGRAM    | 980,138.00           | 980,138.00           | 152,415.84          | 15.55             | 812,607.32           | 111,575.22          |
| 141 E 72220 --- --- -----   | SPECIAL EDUCATION PROGRAM      | 358,159.00           | 358,159.00           | 31,079.48           | 8.68              | 327,079.52           | 14,230.14           |
| 141 E 72230 --- --- -----   | VOCATIONAL EDUCATION PROGRAM   | 152,998.00           | 152,998.00           | 21,017.61           | 13.74             | 131,980.39           | 11,689.77           |
| 141 E 72250 --- --- -----   | TECHNOLOGY                     | 619,790.00           | 619,790.00           | 59,012.33           | 9.52              | 468,444.50           | 36,889.47           |
| 141 E 72310 --- --- -----   | BOARD OF EDUCATION             | 499,485.00           | 499,485.00           | 251,115.72          | 50.27             | 244,035.58           | 16,738.63           |
| 141 E 72320 --- --- -----   | OFFICE OF THE SUPERINTENDENT   | 367,418.00           | 367,418.00           | 65,448.09           | 17.81             | 287,342.90           | 39,332.87           |
| 141 E 72410 --- --- -----   | OFFICE OF THE PRINCIPAL        | 1,655,558.00         | 1,655,558.00         | 167,450.99          | 10.11             | 1,488,107.01         | 120,485.94          |
| 141 E 72510 --- --- -----   | FISCAL SERVICES                | 366,770.00           | 366,770.00           | 80,152.87           | 21.85             | 281,689.83           | 26,092.02           |
| 141 E 72610 --- --- -----   | OPERATION OF PLANT             | 1,574,160.00         | 1,574,160.00         | 331,860.73          | 21.08             | 1,233,048.31         | 153,121.79          |
| 141 E 72620 --- --- -----   | MAINTENANCE OF PLANT           | 884,780.00           | 884,780.00           | 168,321.91          | 19.02             | 510,921.90           | 120,251.40          |
| 141 E 72710 --- --- -----   | TRANSPORTATION                 | 590,030.00           | 590,030.00           | 61,156.94           | 10.37             | 373,963.47           | 21,140.52           |
| 141 E 73100 --- --- -----   | FOOD SERVICE                   | 27,314.00            | 27,314.00            | 0.00                | 0.00              | 27,314.00            | 0.00                |
| 141 E 73300 --- --- -----   | COMMUNITY SERVICES             | 221,552.00           | 221,552.00           | 48,463.40           | 21.87             | 170,436.60           | 33,642.12           |
| 141 E 73400 --- --- -----   | EARLY CHILDHOOD EDUCATION      | 404,779.00           | 404,779.00           | 30,380.41           | 7.51              | 373,548.59           | 17,088.21           |
| 141 E 76100 --- --- -----   | REGULAR CAPITAL OUTLAY         | 92,000.00            | 92,000.00            | 2,929.40            | 3.18              | 34,070.60            | 0.00                |
| 141 E 99100 --- --- -----   | OPERATING TRANSFERS            | 1,000.00             | 1,000.00             | 0.00                | 0.00              | 1,000.00             | 0.00                |
| <b>Grand Expense Totals</b> |                                | <b>25,273,932.00</b> | <b>25,273,932.00</b> | <b>2,010,652.78</b> | <b>7.96</b>       | <b>22,668,759.35</b> | <b>1,205,224.83</b> |

Number of Accounts: 500

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

|                             |     | 2021-22                        | 2021-22               | 2021-22              | 2021-22         | Unencumbered             | August 2021-22          |                 |
|-----------------------------|-----|--------------------------------|-----------------------|----------------------|-----------------|--------------------------|-------------------------|-----------------|
| <u>Acct</u>                 |     | <u>Original Budget</u>         | <u>Revised Budget</u> | <u>FYTD Activity</u> | <u>FYTD %</u>   | <u>Balance - YTD Act</u> | <u>Monthly Activity</u> |                 |
| 142 R 47141                 | OCA | TITLE 1 GRANTS TO LOCAL EDUC A | 135,456.00            | 135,456.00           | 0.00            | 0.00                     | 135,456.00              | 0.00            |
| 142 R 47189                 | OCA | EISENHOWER PROF DEVELOPMENT ST | 12,000.00             | 12,000.00            | 0.00            | 0.00                     | 12,000.00               | 0.00            |
| 142 R 47131                 | OCP | VOCATIONAL EDUC - BASIC GRANTS | 43,355.00             | 43,355.00            | 0.00            | 0.00                     | 43,355.00               | 0.00            |
| 142 R 47143                 | OID | SPECIAL EDUCATION - GRANTS TO  | 576,045.00            | 576,045.00           | 0.00            | 0.00                     | 576,045.00              | 0.00            |
| 142 R 47145                 | OPS | SPECIAL EDUCATION PRESCHOOL GR | 15,299.00             | 15,299.00            | 0.00            | 0.00                     | 15,299.00               | 0.00            |
| 142 R 47141                 | OT1 | TITLE 1 GRANTS TO LOCAL EDUC A | 625,023.00            | 625,023.00           | 0.00            | 0.00                     | 625,023.00              | 0.00            |
| 142 R 47590                 | OT1 | OTHER FEDERAL THROUGH STATE    | 60,113.00             | 60,113.00            | 0.00            | 0.00                     | 60,113.00               | 0.00            |
| 142 R 47189                 | OT2 | EISENHOWER PROF DEVELOPMENT ST | 89,668.00             | 89,668.00            | 0.00            | 0.00                     | 89,668.00               | 0.00            |
| 142 R 47590                 | OVR | OTHER FEDERAL THROUGH STATE    | 43,390.00             | 43,390.00            | 3,577.31        | 8.24                     | 39,812.69               | 3,577.31        |
| 142 R 47147                 | 21C | SAFE AND DRUG-FREE SCHOOLS-ST  | 145,334.00            | 145,334.00           | 0.00            | 0.00                     | 145,334.00              | 0.00            |
| 142 R 47143                 | 890 | SPECIAL EDUCATION - GRANTS TO  | 40,000.00             | 40,000.00            | 0.00            | 0.00                     | 40,000.00               | 0.00            |
| 142 R 47307                 | 932 | ESSER 2.0                      | 1,695,244.00          | 1,695,244.00         | 0.00            | 0.00                     | 1,695,244.00            | 0.00            |
| 142 R 47401                 | 933 | ESSER 3.0                      | 2,480,135.00          | 2,480,135.00         | 0.00            | 0.00                     | 2,480,135.00            | 0.00            |
| 142 R 47141                 | T1N | TITLE 1 GRANTS TO LOCAL EDUC A | 27,175.00             | 27,175.00            | 0.00            | 0.00                     | 27,175.00               | 0.00            |
| <b>Grand Revenue Totals</b> |     |                                | <b>5,988,237.00</b>   | <b>5,988,237.00</b>  | <b>3,577.31</b> | <b>0.06</b>              | <b>5,984,659.69</b>     | <b>3,577.31</b> |

Number of Accounts: 14

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

|                             |                              | 2021-22             | 2021-22             | 2021-22          | 2021-22     | Unencumbered        | August 2021-22    |
|-----------------------------|------------------------------|---------------------|---------------------|------------------|-------------|---------------------|-------------------|
|                             | Acct                         | Original Budget     | Revised Budget      | FYTD Activity    | FYTD %      | Balance - YTD Act   | Monthly Activity  |
| 142 E 71100                 | REGULAR INSTRUCTION PROGRAM  | 1,429,294.00        | 1,429,294.00        | 0.00             | 0.00        | 1,302,866.28        | -7,751.44         |
| 142 E 71200                 | SPECIAL EDUCATION PROGRAM    | 591,344.00          | 591,344.00          | 0.00             | 0.00        | 591,344.00          | -3,039.56         |
| 142 E 71300                 | VOCATIONAL EDUCATION PROGRAM | 26,157.00           | 26,157.00           | 4,501.00         | 17.21       | 20,512.00           | 4,501.00          |
| 142 E 72120                 | HEALTH SERVICES              | 40,000.00           | 40,000.00           | 0.00             | 0.00        | 40,000.00           | 0.00              |
| 142 E 72130                 | OTHER STUDENT SUPPORT        | 96,889.00           | 96,889.00           | 8,788.14         | 9.07        | 86,108.11           | 5,210.83          |
| 142 E 72210                 | REGULAR INSTRUCTION PROGRAM  | 320,904.00          | 320,904.00          | 26,005.12        | 8.10        | 293,027.45          | 14,065.67         |
| 142 E 72220                 | SPECIAL EDUCATION PROGRAM    | 40,000.00           | 40,000.00           | 623.00           | 1.56        | 39,377.00           | 0.00              |
| 142 E 72230                 | VOCATIONAL EDUCATION PROGRAM | 1,948.00            | 1,948.00            | 275.35           | 14.14       | 1,672.65            | 243.35            |
| 142 E 72250                 | TECHNOLOGY                   | 68,985.00           | 68,985.00           | 5,105.86         | 7.40        | 63,879.14           | 4,460.30          |
| 142 E 72410                 | OFFICE OF THE PRINCIPAL      | 0.00                | 0.00                | 1,517.83         | 0.00        | -1,517.83           | 1,517.83          |
| 142 E 73300                 | COMMUNITY SERVICES           | 142,834.00          | 142,834.00          | 0.00             | 0.00        | 142,834.00          | -17,097.28        |
| 142 E 76100                 | REGULAR CAPITAL OUTLAY       | 3,200,000.00        | 3,200,000.00        | 0.00             | 0.00        | 3,185,262.94        | -12,462.11        |
| 142 E 99100                 | OPERATING TRANSFERS          | 29,882.00           | 29,882.00           | 0.00             | 0.00        | 29,882.00           | 0.00              |
| <b>Grand Expense Totals</b> |                              | <b>5,988,237.00</b> | <b>5,988,237.00</b> | <b>46,816.30</b> | <b>0.78</b> | <b>5,795,247.74</b> | <b>-10,351.41</b> |

Number of Accounts: 147

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

|                      |     | 2021-22                        | 2021-22               | 2021-22              | 2021-22       | Unencumbered             | August 2021-22          |           |
|----------------------|-----|--------------------------------|-----------------------|----------------------|---------------|--------------------------|-------------------------|-----------|
| <u>Acct</u>          |     | <u>Original Budget</u>         | <u>Revised Budget</u> | <u>FYTD Activity</u> | <u>FYTD %</u> | <u>Balance - YTD Act</u> | <u>Monthly Activity</u> |           |
| 143 R 43522          | 000 | LUNCH PAYMENTS - ADULTS        | 21,825.00             | 21,825.00            | 847.75        | 3.88                     | 20,977.25               | 847.75    |
| 143 R 43525          | 000 | A LA CARTE SALES               | 30,750.00             | 30,750.00            | 3,704.68      | 12.05                    | 27,045.32               | 3,704.68  |
| 143 R 43990          | 000 | OTHER CHARGES FOR SERVICES     | 13,000.00             | 13,000.00            | 0.00          | 0.00                     | 13,000.00               | 0.00      |
| 143 R 44110          | 000 | INVESTMENT INCOME              | 2,000.00              | 2,000.00             | 64.11         | 3.21                     | 1,935.89                | 64.11     |
| 143 R 46520          | 000 | SCHOOL FOOD SERVICE            | 10,000.00             | 10,000.00            | 0.00          | 0.00                     | 10,000.00               | 0.00      |
| 143 R 47111          | 000 | USDA SCHOOL LUNCH PROGRAM      | 615,000.00            | 615,000.00           | 0.00          | 0.00                     | 615,000.00              | 0.00      |
| 143 R 47112          | 000 | USDA COMMODITIES               | 93,500.00             | 93,500.00            | 8,918.23      | 9.54                     | 84,581.77               | 8,918.23  |
| 143 R 47113          | 000 | USDA BREAKFAST                 | 370,000.00            | 370,000.00           | 0.00          | 0.00                     | 370,000.00              | 0.00      |
| 143 R 47114          | 000 | USDA - ESP SNACK PROGRAM       | 18,000.00             | 18,000.00            | 53,677.14     | 298.21                   | -35,677.14              | 53,677.14 |
| 143 R 47115          | 000 | USDA FOOD SERVICE EQUIPMENT GR | 0.00                  | 0.00                 | 8,942.00      | 0.00                     | -8,942.00               | 8,942.00  |
| Grand Revenue Totals |     |                                | 1,174,075.00          | 1,174,075.00         | 76,153.91     | 6.49                     | 1,097,921.09            | 76,153.91 |

Number of Accounts: 35

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

|                               |              | 2021-22                | 2021-22               | 2021-22              | 2021-22       | Unencumbered             | August 2021-22          |
|-------------------------------|--------------|------------------------|-----------------------|----------------------|---------------|--------------------------|-------------------------|
|                               | <u>Acct</u>  | <u>Original Budget</u> | <u>Revised Budget</u> | <u>FYTD Activity</u> | <u>FYTD %</u> | <u>Balance - YTD Act</u> | <u>Monthly Activity</u> |
| 143 E 73100 --- --- ----- --- | FOOD SERVICE | 1,174,075.00           | 1,174,075.00          | 147,831.50           | 12.59         | 1,026,243.50             | 131,997.09              |
| <hr/> Grand Expense Totals    |              | 1,174,075.00           | 1,174,075.00          | 147,831.50           | 12.59         | 1,026,243.50             | 131,997.09              |

Number of Accounts: 81

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

# ELIZABETHTON CITY SCHOOLS

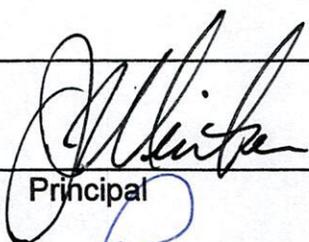
## REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

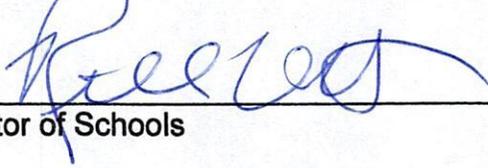
The following items are hereby declared surplus property/equipment of no value or valued at less than \$250.00. Since these items are no longer useful to the Elizabethton City School System, they may be sold at a fair price to any person interested in purchasing them, given away or disposal may be made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

ITEM: Cardio Equipment from ETSU  
Surplus. We cannot re-sale  
items.

INVENTORY TAG NUMBER: N/A

METHOD OF SALE/DISPOSAL: Give away or trash

SALE/DISPOSAL AUTHORIZED BY:  DATE: 8/26/21  
Principal

AUTHORIZED BY:  DATE: 9/1/21  
Director of Schools

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

# ELIZABETHTON CITY SCHOOLS

## REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

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

ITEM: 29 obsolete Ipads  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INVENTORY TAG NUMBER: 00382, 3557, 3550, 3021, 3167, 3569, 3579, 3566, 3556, 3562, 3558, 3561, 3559, 3548, 3564, 3574, 3570, 3547, 3565, 3563 (5 with missing tags)  
METHOD OF SALE/DISPOSAL: 3553, 3576, 3575, 3568  
Give away or trash

SALE/DISPOSAL AUTHORIZED BY: Cl. By DATE: 8-26-21  
Principal

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

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

# ELIZABETHTON CITY SCHOOLS

## REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

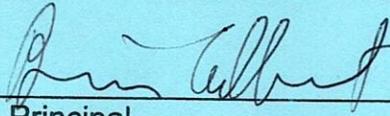
The following items are hereby declared surplus property/equipment of no value or valued at less than \$250.00. Since these items are no longer useful to the Elizabethton City School System, they may be sold at a fair price to any person interested in purchasing them, given away or disposal may be made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

ITEM: Teacher desk (2)  
tv  
VCR  
 \_\_\_\_\_  
 \_\_\_\_\_

INVENTORY TAG NUMBER: VCR - 06125

METHOD OF SALE/DISPOSAL: disposal

SCHOOL/BUILDING WHERE ITEM IS HOUSED EHS

SALE/DISPOSAL AUTHORIZED BY:  DATE: 9/3/21  
 Principal

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

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



## **An Agreement between Elizabethton High School and Tusculum University**

### **Overview**

This agreement between the Elizabethton High School (EHS) and Tusculum University (TU) is enacted to

- encourage EHS students to continue their higher education pursuits in the region, by making them aware of educational opportunities at TU
- promote collegial activities between faculty of EHS and TU, thus enhancing the pedagogy at both institutions
- increase opportunities for service learning and civic engagement for students
- better serve the local communities and upper East Tennessee

### **Admissions**

- Waiver of the application fee
- Waiver of any essay requirements
- If students choose to apply for endowed scholarships, a scholarship application (along with any applicable essays) may be required
- Students who graduate from EHS will be offered waived enrollment deposits for admission to TU.

### **Financial Aid**

- Personal financial aid packaging
- Sessions to meet with financial aid and admission counselors
- Merit scholarships available based on GPA and/or ACT/SAT scores

### **Programmatic**

TU will work with the EHS program director to help meet speaker needs with TU's faculty, staff, and administrators.

TU Office of Admissions will provide refreshments and giveaways for one work day/event/class period per semester. An Admissions representative will be present at these events to present about college or college planning in general.

### **Professional Development**

TU Office of Admissions will include EHS Faculty/Staff in any scheduled high school faculty/staff outreach days.

### **Student Visits**

EHS students will be invited to visit TU once each year to meet the President, Vice-Presidents, and Director of Admissions. Lunch and a tour of the Tusculum campus will be provided.

### **Dual Enrollment**

In order to encourage EHS students to begin gaining college credit while still in high school, EHS students will have the opportunity to take dual enrollment classes on the TU Greeneville campus or online.

Please visit, [DUAL ENROLLMENT AVAILABLE FOR HIGH SCHOOL STUDENTS - PIONEER ACADEMY \(tusculum.edu\)](http://tusculum.edu) for more information regarding Tusculum's Pioneer Academy opportunities.

### **Elizabethton High School and student commitments and obligations**

EHS students will enroll in the EHS Senior Capstone Course (course code G25H24) during either semester of their senior year.

EHS will provide Tusculum University a list of the names and mailing addresses of students registered for the EHS Senior Capstone Course at the end of the registration period each year and an updated list at the beginning of each academic year.

EHS students will successfully achieve a grade of 70% or higher in the course.

EHS students will complete and present the digital portfolio and receive an overall rating of at least "satisfactory" on a mutually agreed upon scoring rubric for the assignment (attached to this agreement). This rubric will be used in all EHS Senior Capstone Course sections taught by various EHS faculty.

EHS students completing the requirements for the course will receive credit for LDMC 210 for the local dual credit upon full-time enrollment at Tusculum University.

### **Instruction**

In accordance with SACSCOC standards, the instructor of the EHS Senior Capstone Course must meet the University's credentialing guidelines. A graduate degree in education will be automatically approved, but if not, TU requires 15 graduate credits in education or significant experience in the classroom and/or teaching the course for EHS instructors.



Approvals:

Dr. Scott Hummel, President  
Tusculum University

8/5/21

Date

Mr. Richard VanHuss  
Director, Elizabethton City Schools

Date

Dr. Ramona Williams, Vice-President  
Enrollment Management

8/5/21

Date

Dr. Jon Minton, Principal  
Elizabethton High School

Date

**An Agreement between  
Elizabethton High School  
and Carson-Newman University**

**Overview**

This agreement between the Elizabethton High School (EHS) and Carson-Newman University (C-N) is enacted to

- encourage EHS students to continue their higher education pursuits in the region, by making them aware of educational opportunities at C-N
- promote collegial activities between faculty of EHS and C-N, thus enhancing the pedagogy at both institutions
- increase opportunities for service learning and civic engagement for students
- better serve the local communities and upper East Tennessee

**Carson-Newman Capstone Local Dual Credit Agreement**

**Elizabethton High school and student commitments and obligations**

EHS students will enroll in the EHS Senior Capstone Course (course code G25H24) during either semester of their senior year.

EHS students will successfully achieve a grade of 70% or higher in the course.

EHS students will complete and present the digital portfolio and achieve a grade of 75% or higher.

EHS students will successfully participate in and complete at least 3 of the following 4 collaborative teaching activities (as outlined in Carson-Newman commitments and obligations below):

1. Electronic etiquette: students may learn from a variety of different ways to present themselves appropriately digitally (cell phone etiquette, professional emails, social media safety plan, digital footprint strategy, etc.)
2. Introduction to the culture of post-secondary education: students may be exposed to several topics relating to post-secondary education including college admission and scholarship application completion, declaring and changing majors, price and opportunity comparisons, etc.

3. Tools for post-secondary academic success: students will learn about college level expectations concerning reading, writing, note taking, test taking, summarizing, giving/receiving/incorporating feedback, etc.

4. Career Search and Application skills: students will learn about various careers including job opening and growth potential, salaries, and educational requirements as well as the necessary skills in applying for jobs, colleges, programs, and internships.

EHS will provide transportation and chaperones to the exclusive day-long immersive Carson-Newman experience once each semester.

EHS students will notify the Office of Admissions upon their acceptance and enrollment at Carson-Newman about the credit earned for the course ID 171 College Preparation Skills through the Local Dual Credit (LDC) agreement.

### **Carson-Newman commitments and obligations**

Carson-Newman will provide access to their faculty and staff who are experienced in the following topics to present and work with students on the topics listed below. These will be co-organized and scheduled through EHS and Carson-Newman:

1. Electronic etiquette: students may learn from a variety of different ways to present themselves appropriately digitally (cell phone etiquette, professional emails, social media safety plan, digital footprint strategy, etc.)

2. Introduction to the culture of post-secondary education: students may be exposed to several topics relating to post-secondary education including college admission and scholarship application completion, declaring and changing majors, price and opportunity comparisons, etc.

3. Tools for post-secondary academic success: students will learn about college level expectations concerning reading, writing, note taking, test taking, summarizing, giving/receiving/incorporating feedback, etc.

4. Career Search and Application skills: students will learn about various careers including job opening and growth potential, salaries, and educational requirements as well as the necessary skills in applying for jobs, colleges, programs, and internships.

Carson-Newman will provide an exclusive day-long immersive experience at Carson-Newman filled with hands-on and interactive discussions with EHS students and Carson-Newman students, faculty, and staff each semester for students in the LDC course. This would be invaluable in introducing Elizabethton High School students not only to Carson-Newman, but to the various programs, opportunities, and practical college-going information needed for success:

- Campus tour (could also include other components of campus dependent on schedule, i.e. cadaver lab, etc)
- "Speed dating" type activity to gain information with student services offices
- A short visit with the president
- Lunch in dining hall
- Classroom experience
- Interactions with diverse college students (first generation college students, traditional students, non-traditional students, minority students, etc.)
- Design Your Life activity
- Team building and leadership skill activities

Carson-Newman, upon the receipt of proper notification of verification of enrollment, will award 1 hour of credit for the EHS Senior Capstone Course (course code G25H24) by awarding credit for Carson-Newman course ID 171 College Preparation Skills to EHS students.

### **Admissions**

EHS students who are enrolled in or have completed the local dual credit Senior Capstone course (G25H24) will be entitled to:

- Waiver of any application fee
- Any essay requirements will be waived and replaced by the submission of the student's Electronic Graduate Portfolio
- If students choose to apply for endowed scholarships, a scholarship application (along with any applicable essays) may be required

### **Financial Aid**

EHS students who are enrolled in or have completed the local dual credit Senior Capstone course (G25H24) will be entitled to:

- Personal financial aid packaging
- Sessions to meet with financial aid and admission counselors
- Merit scholarships available based on GPA and/or ACT/SAT scores

### **Programmatic**

C-N will work with the EHS and the Community Partnership Director to help meet speaker needs with C-N's faculty, staff, and administrators.

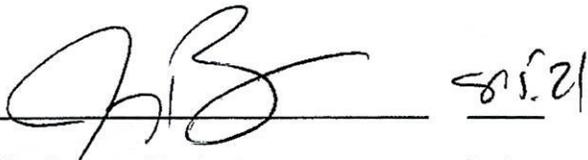
### **Dual Enrollment**

**Approvals: Please include Carson- Newman University approval signatures**

 8.6.21

Dr. Charles A. Fowler                      Date  
President, Carson-Newman University

Mr. Richard Vanhuss                      Date  
Director, Elizabethton City Schools

 8.5.21

Dr. Jeremy Buckner                      Date  
Provost, Carson-Newman University

Dr. Jon Minton, Principal                      Date  
Elizabethton High School

Mr. Alex Campbell,

Project Based Learning Coordinator                      Date



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**CLEMMER COLLEGE**

---

**EAST TENNESSEE STATE UNIVERSITY**

**Field Experience and Clinical Residency**

**AGREEMENT BETWEEN ELIZABETHTON CITY SCHOOLS  
AND CLEMMER COLLEGE OF  
EAST TENNESSEE STATE UNIVERSITY**

THIS AGREEMENT entered into this 25 day of June 2021, by and between Clemmer College of EAST TENNESSEE STATE UNIVERSITY, hereinafter referred to as the "University," and the ELIZABETHTON CITY SCHOOLS, hereinafter referred to as the "School System".

WITNESSETH

In consideration of the mutual promise contained herein, the parties have agreed and do hereby enter into this agreement according to the provisions set out herein:

Purpose and Eligibility:

Candidates enrolled in the Educator Preparation Program at East Tennessee State University and who are eligible for participation in field experiences and residencies will be considered by the School System for participation in observational and classroom activities, including teaching. The purpose of this agreement is to define the responsibilities of the University and the School System in providing these direct experiences for candidates in University.

Because of their differing functions, the School System and University have unique responsibilities. Therefore, it is essential that frequent and clear communication exist between the School System's designated contact person and the Director of Field Experiences and Residency. Sharing of responsibility is needed if all parties are to derive maximum benefit from this program. It is agreed that the School System and the University will collaborate to establish mutually beneficial efforts for both the School System and the University.

I. Responsibilities of the School System:

- A. The School System will designate an administrator at each participating school and/or district to serve as its contact person. This administrator will assume the responsibility for collaborating with the Educator Preparation Program to establish criteria for candidate

selection of all field experience and clinical residency placements in the school. Any questions or problems arising which involve placements will be brought to the attention of the Director of Field Experiences and Residency by the School System's designated administrator.

- B. The School System will participate in only those field experiences and residencies which have been designated through the University's Director of Field Experiences and Residency Office.
- C. The School System will endeavor to provide placements for candidates with School System Based Faculty (mentors) within related licensure areas that meet the requirements of Clemmer College Criteria for Mentor Teachers (see below) and have an overall effectiveness of above expectations or significantly above expectations for the prior school year as documented by student learning outcomes (TVASS/EOC) and scores on TEAM evaluations.
- D. For Advanced Licensure programs, the School System will endeavor to provide placements for candidates with School System Based Faculty (mentors) within the related licensure areas that meet the requirements of Clemmer College Criteria for Mentor of Candidates in Advanced Programs (see below).
- E. The Administrator of participating schools will have the responsibility for determining the degree to which candidates conform to school policies. Problems arising from any breach of policy by candidates in field experience and residency should be referred by the Administrator to University's Director of Field Experiences and Residency.

## II. Responsibilities of the University:

- A. University has designated a Director of Field Experiences and Residency who will assume the responsibility for coordinating field experiences and residencies in partnership with faculty of the School System. Any concerns or problems arising relating to placements in the School System should be brought to the direct attention of the Director of Field Experiences and Residency. It is then the Director's responsibility to work in partnership with the School System; as well as, University and/or department faculty to address any concerns and/or problems.
- B. University will provide supervision of candidates by appropriate University personnel and school-based faculty as chosen by the University and the School System. It is the goal of University to establish field experiences and supervision of these experiences

which provide mutually beneficial relationships between the School System and the candidates.

- C. University will collaborate with the School System and School System Based Faculty to design specific assignments for each field placement and residency in order to provide clear communication about the purposes and the expectations for the experience. University will conduct online and in-person professional development sessions with School System Based Faculty on mentoring and other topics deemed appropriate by both the University and School System.
  - D. University will, in advance of the field experiences and residency placements, provide the School System with a list of students who are eligible for field experience and clinical residency along with appropriate information about the students, and the School System will provide University with a list of mentors who meet the Criteria of Mentor Teachers (see below). This will allow the School System and the University the opportunity for co-selection of candidates and mentor teachers. School System has the option of conducting interviews of the eligible students and selecting those they judge to be most appropriate for their programs.
  - E. University will inform all candidates visiting in the School System of their obligation to observe the policies and schedules of the School System in which the candidate is placed.
  - F. The candidate will agree to comply with the guidelines included in the University's Memorandum of Understanding (see below). The candidate will acknowledge this agreement in writing prior to commencing the field assignment.
  - G. University Director of Field Experiences and Residency is responsible for removing a field experience or residency placement. Withdrawal may be the result of a request initiated within the School System or from the Director of Field Experiences and Residency.
  - H. In accordance with Tennessee Code Annotated § 49-5-5610, University certifies that a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation is performed for all candidates in field experience and residency placements, and that the results indicate no criminal convictions that would result in the automatic revocation of a teacher's license pursuant to Tennessee state law and the rules of the State Board of Education. University agrees that a student will be removed from the assigned field experience or residency placement should any such criminal charges and/or convictions occur during the period of assignment.
- III. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973,

Executive Order 11,246, and the related regulations of each. Each party assures that it will not discriminate against any individual because of race, religion, creed, color, gender, age, disability, or national origin. Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or those within its control or employ.

IV. Any and all claims against the University for personal injury and/or property damage resulting from the negligence of University in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Board of Claims or Claims Commission of the State of Tennessee. Damages recoverable against the ETSU shall be expressly limited to claims paid by the Board of Claims or Claims Commission pursuant to Tennessee Code Annotated Section 9-8-301 et. seq.

V. This agreement can be terminated by either party upon notice of 120 days. The terms of this contract will be renewed by August 1, 2023.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

For City of Elizabethton Schools

\_\_\_\_\_

Director of Schools

Date

For Clemmer College of East Tennessee State University:

*Donna M. Miller for Kimberly McCorkle*      07.06.2021

Dr. Kimberly McCorkle  
Senior VP for Academics  
and Provost

Date

**Criteria for Mentor Teachers  
Residency I and II  
East Tennessee State University**

The following criteria will be applied in the selection of mentor teachers for Residency I and II:

1. Licensed fully in the grade level/content area.
2. Three years of successful P-12 teaching experience.
  - a. Required: Three years at the general grade level
  - b. Required: Three years in the content area or closely related area.
3. Highly qualified.
4. Recommended by the principal or other appropriate supervisor based on the following:
  - a. Level of overall effectiveness of above expectations or significantly above expectations for the prior school year.
  - b. Demonstrated dispositions that support the development of teacher candidates, including
    - i. Willingness and ability to assume the roles expected of a mentor, such as advocate, counselor, coach, and critic.
    - ii. Willingness and ability to work as a team member to promote the development of a novice.
5. Interested in working with teacher candidates.
  - a. Understanding of the co-teaching model for preparing beginning teachers and implementation of strategies and responsibilities.
  - b. Willingness to have a candidate for Residency I and Residency II experiences.
  - c. Preferred: Previous successful experience working with candidates.
6. Completion of appropriate orientation to serve as a mentor teacher, prior to or early in the first mentoring experience.
  - a. Providing mentors with written expectations for clinical experiences.
  - b. Providing mentors with written assignment guidelines and scoring guides
  - c. On-line Mentor Information form and other forms required for payment (W-9, direct deposit, name change, address change, etc.)
7. Willingness to provide feedback to Director of Field Experiences and Residency and university faculty.
  - a. Collaborate with program faculty to design specific assignments to connect theory and practical experiences.
  - b. Evaluation of candidate performance.
  - c. Evaluation of supervisor experience.
  - d. Evaluation of program requirements.

Exceptions to these criteria must be approved by the Director of Field Experiences and Residency, in consultation with the designated School System contact person(s), with a documented rationale for the exception. If appropriate, additional supervision and monitoring may be required.

**Criteria for Mentor Teachers and Clinical Experiences  
Advanced Programs  
East Tennessee State University**

The following criteria will be applied in the selection of mentor teachers and clinical experiences for Advanced Programs:

1. Licensed fully in the grade level/content area.
2. Three years of successful P-12 experience within the specialty area where the candidate seeks an additional endorsement.
3. Highly qualified.
4. Recommended by the principal or other appropriate supervisor based on the following:
  - a. Evaluation in specialty area above expectations or significantly above expectations for the prior school year.
  - b. Demonstrated dispositions that support the development of advanced level candidates, including
    - i. Willingness and ability to assume the roles expected of a mentor, such as advocate, counselor, coach, and critic.
    - ii. Willingness and ability to work as a team member to promote the development of the advanced level novice candidate.
5. Interested in working with advanced level candidates.
  - a. Understanding of the implementation of strategies and responsibilities for preparing candidates at the advanced level and within the specific area of expertise.
  - b. Willingness to have a candidate for clinical experiences at the advanced level and within the specific area of expertise.
  - c. Preferred: Previous successful experience working with candidates.
6. Completion of appropriate orientation to serve as a mentor, prior to or early in the mentoring experience.
  - a. Providing mentors with written expectations for clinical experiences.
  - b. Providing mentors with written assignment guidelines and scoring guides.
  - c. Providing on-line orientation.
7. Willingness to provide feedback to Director of Field Experiences and Residency and university faculty.
  - a. Collaborate with program faculty to design specific assignments to connect theory and practical experiences.
  - b. Evaluation of candidate performance.
  - c. Evaluation of supervisor experience.
  - d. Evaluation of program requirements.

Exceptions to these criteria must be approved by the Director of Field Experiences and Residency, in consultation with the designated School System contact person(s), with a documented rationale for the exception. If appropriate, additional supervision and monitoring may be required.



**CLEMMER COLLEGE**

EAST TENNESSEE STATE UNIVERSITY

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**Memorandum of Understanding  
Between  
Candidates in Residency I and II  
And  
Clemmer College and ELIZABETHTON CITY SCHOOLS**

The purpose of this Memorandum of Understanding is to clearly identify the professional dispositions and behaviors that Candidates are to exhibit in their yearlong Residency.

**Conduct**

While completing the yearlong Residency, candidates must conduct themselves in a professional manner. Upon entering the yearlong Residency, Candidates agree to follow the rules of the school system as well as policies of the Clemmer College and East Tennessee State University. Candidates should view this experience as an opportunity to learn from their mentor teacher(s) and to develop and demonstrate their teaching skills. Actions taken and words spoken during the Residency should be carefully considered, as they will affect both the Residency evaluation and the written/verbal recommendations provided for the candidate by the mentor teacher, Residency I and II Supervisors, school administrators, and the Office of Educator Preparation.

**Residency Placements**

Placements are made in partnership with the school districts and Clemmer College. Residency candidates are not allowed to request a specific school or mentor teacher. Candidates will be placed with a licensed and experienced mentor teacher in the appropriate licensure area and grade ranges of their planned license. Candidates will not be allowed to request a specific grade level placement.

**Attendance**

Residency candidates are required to be at their assigned school on the assigned days of the week. It is vital that the candidate contact the mentor teacher and Residency I/Residency II Supervisor immediately if an event occurs that will prevent the Candidate from being on time or require the Candidate to be absent. Candidates who have absences that are not warranted and/or fail to contact their mentor teacher and supervisor may be removed from their placement. Candidates should submit attendance in two ways: 1. Sign in and out of the building through computerized attendance in the office. 2. Submit weekly attendance in LiveText for mentor teacher approval.

### **Make up Days**

During Residency I, candidates will follow ETSU's calendar. Residency I Candidates must schedule to make up absence(s) with the mentor teacher and the Supervisor. Residency II Candidates will have absences added to the end of the Residency II placement. Candidates must coordinate with and receive approval from the mentor teacher and the Residency II supervisor to make up the missed day(s). Excessive absences due to illness or other extenuating circumstances may interfere with graduation and/or result in a candidate's removal from the Residency placement. Candidates in Residency II follow the calendar of the School District rather than ETSU's calendar. (Ex: Fall and Spring breaks are based on the school calendar.)

### **Tardies/Leaving School Early**

Residency I and II Candidates are expected to adhere to the school mandated arrival times required of their mentor teachers. Candidates must not be late nor leave early. Tardies and/or leaving the school early without a valid or approved reason may result in removal from the Residency and/or a failing grade for Residency I and/or II. Please note that during Residency II, Candidates are expected to arrive early and depart after established dismissal times.

### **Seminars**

All Residency Candidates must attend any seminars scheduled during the semester. The seminars are designed to prepare the candidate for his/her Teacher Performance Assessment (edTPA) that is completed during Residency II. Failure to attend the Residency seminars will affect the candidate's performance on the Teacher Performance Assessment and will affect the Teacher Candidate's overall grade for Residency I and II. This could also impact their ability to obtain licensure.

### **Lesson Plans**

All Residency Candidates will follow the Clemmer College Lesson Plan Template. Lesson plans must be submitted at least two (2) teaching days prior to the day the lesson will be taught in order to provide time for feedback and approval from the mentor teacher. Failure to turn in lesson plans to the mentor teacher at least two days before teaching the lessons in question can jeopardize the candidate's overall grade for Residency I and II and can result in the candidate not being able to complete the Residency II placement.

### **Teacher Performance Assessment**

The capstone project for Residency I and II is the edTPA. This document will be uploaded to Livetext and scored by Pearson. It is the candidate's responsibility to insure this document is complete and ready to upload by the due date. The candidate will be required to attend all

edTPA support seminars. Failure to attend the Residency I and II seminars will affect the candidate's performance on the Teacher Performance Assessment and will affect the candidate's overall grade for Residency I and II; as well as, their ability to obtain licensure.

### **Outside Commitments**

Candidates in Residency II are strongly encouraged not to work outside of school. Work or family/personal commitments cannot be excuses for failing to meet the commitments of Residency I and Residency II. If commitments become problematic in terms of attendance and performance, the Candidate will be given the choice of withdrawing from his/her Residency or making the personal adjustments necessary to give full attention to the program. Candidates with family/personal commitments should make these commitments known to the Office of Educator Preparation as early as possible.

### **Dispositions/Professional Behaviors**

Candidates are expected to follow all rules and policies of the school/school system, Clemmer College, and East Tennessee State University, including those pertaining to the Professional Dispositional Skills located in the Residency II Handbook. Candidates should assume the role of an adult professional-in-training and behave accordingly. If a candidate is unsure of appropriate professional behavior or encounters a problematic situation, the Candidate should consult the mentor teacher, university supervisor, or other school personnel as soon as possible for guidance and assistance.

### **Other Dispositions/Professional Behaviors**

- Handle ALL confidential information (student records, etc.) in a professional manner. Do not share information about the school, students, mentor teacher, etc., privately or publicly with others.
- Refrain from posting Residency materials, information, photos, or personal commentary on social networking sites.
- All students are expected to uphold the ETSU Honor Code. If you are not familiar with this statement and with the policy regarding plagiarism, you should review both these documents online or in a current catalog.
- The use of cell phones and other electronic devices not related to instruction is prohibited in the classroom.

**Residency candidates demonstrating inappropriate behaviors and/or dispositions will be subject to removal from their Residency placements and, if necessary, dismissal from the Educator Preparation Program at East Tennessee State University.**



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CLEMMER COLLEGE

EAST TENNESSEE STATE UNIVERSITY

I understand that I am a representative of Clemmer College of East Tennessee State University, a guest in my Residency I and II school(s), and expected to act in a professional manner at all times. I have read the Memorandum of Understanding and will adhere to the requirements identified therein.

Candidate (print name):

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Signature:

Date:

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# Elizabethton City Board of Education

|                                                     |                                                    |                                  |                                 |
|-----------------------------------------------------|----------------------------------------------------|----------------------------------|---------------------------------|
| Monitoring:<br><b>Review: Annually,<br/>in July</b> | Descriptor Term:<br><b>School District Records</b> | Descriptor Code:<br><b>1.407</b> | Issued Date:<br><b>06/17/21</b> |
|                                                     |                                                    | Rescinds:<br><b>1.407</b>        | Issued:<br><b>07/18/17</b>      |

1 The director of schools shall maintain all school district records required by law, regulation, and board  
2 policy. Any citizen of Tennessee shall be permitted during business hours to inspect public records  
3 maintained by the school district unless otherwise prohibited by law. Any citizen of Tennessee may  
4 request in writing and receive copies of open public records subject to the payment of reasonable  
5 cost.<sup>1,2,3,4</sup>

6 No records pertaining to individual students will be released for inspection by the public or any  
7 unauthorized persons. In addition, information, records, and plans related to security and safety will not  
8 be released for public inspection.<sup>5</sup>

9 All requests to inspect or receive copies of records shall be submitted to Felecia Baird (contact  
10 information is listed at the end of this policy), the district's public records request coordinator and records  
11 custodian.<sup>6</sup>

12 Prior to producing any record, the records custodian shall ensure confidential information is redacted.  
13 Original documents remain intact and confidential information in copies produced for a requestor shall  
14 be redacted. The director of schools shall develop a procedure to redact confidential information.

## 15 **REQUESTS FOR INSPECTION<sup>2</sup>**

16 Citizens requesting to inspect public records shall submit their request and a government issued photo  
17 identification card with the citizen's address to the district's public records request coordinator during  
18 normal business hours. Requests may be made in person or by telephone, fax, mail, or email. The  
19 coordinator shall submit the information to the appropriate records custodian. The records custodian  
20 will contact the citizen and indicate when the records will be available to inspect.

21 If the records cannot be made available within seven (7) business days, the records custodian shall  
22 provide a records production letter indicating the time needed to complete the request.

23 If the request to inspect is denied, the records custodian shall provide the citizen with a records request  
24 denial letter indicating the basis for the denial.

## 25 **REQUESTS FOR COPIES<sup>2</sup>**

26 Citizens requesting copies of public records shall complete and submit the Records Request Form and  
27 a government issued photo identification card with the citizen's address to the district's public records  
28 request coordinator during normal business hours. The coordinator shall submit the Records Request  
29 Form to the appropriate records custodian.

1 The records custodian shall provide an estimate of the reasonable costs to produce the requested  
2 records. The Tennessee Comptroller of the Treasury, Office of Open Records Counsel Schedule of  
3 Reasonable Charges found at <https://www.comptroller.tn.gov/openrecords/forms.asp> shall be used to  
4 determine the reasonable cost. The records custodian will provide the citizen with an invoice detailing  
5 the charges. The citizen shall pay the estimated reasonable costs by cash or check prior to the district  
6 producing the copies.

7 If the records cannot be made available within seven (7) business days, the records custodian shall  
8 provide a records production letter indicating the time needed to complete the request.

9 If the request for copies is denied, the records custodian shall provide the citizen with a records request  
10 denial letter detailing the basis for the denial.

### 11 **FREQUENT AND MULTIPLE REQUESTS**

12 When the total number of requests for copies made by a requestor within a calendar month exceeds  
13 four (4), the requestor may be charged a fee for any and all labor that is reasonably necessary to  
14 produce copies of the requested records. Prior to charging a reasonable fee, the requestor shall be  
15 notified of this policy and provided with a Notice of Aggregation of Multiple Requestors form. The  
16 Tennessee Comptroller of the Treasury, Office of Open Records Counsel Schedule of Reasonable  
17 Charges found at <https://www.comptroller.tn.gov/openrecords/forms.asp> shall be used to determine the  
18 reasonable cost. Further, the names of persons inspecting records and the date of inspection shall be  
19 recorded.

### 20 **DENYING REQUESTS FOR NONCOMPLIANCE<sup>7</sup>**

#### 21 *Requests to Inspect a Public Record*

22 The district shall deny a request to inspect a public record from any citizen that has:

- 23 a. made two (2) or more requests to view a public record within a six-month period; and
- 24
- 25 b. for each request failed to view the record within fifteen (15) business days of receiving
- 26 notification that the record was available.

27 Requests from this citizen shall be denied for up to six (6) months from the date of the second records  
28 request. The district's public records request coordinator may waive this denial if he/she determines  
29 that failure to view the record was for good cause.

#### 30 *Requests for Copies of Public Records*

31 The district shall deny a request for copies of a public record from any citizen that has:

- 32 a. been provided with an estimate of the reasonable cost to produce the requested records;
- 33 b. agrees to pay such estimated reasonable cost prior to production of the records; and
- 34 c. fails to pay the actual cost after the records have been produced.

35 Additional requests from this citizen shall be denied until the original cost is paid.

## 1 RECORDS RETENTION

2 The director of schools and/or his/her designee(s) shall retain and dispose of school district records in  
3 accordance with the following guidelines:<sup>2,4</sup>

- 4 1. The director of schools and/or his/her designee(s) will determine if a particular record is of  
5 permanent or temporary value in accordance with regulations promulgated by Municipal  
6 Technical Advisory Service (MTAS);<sup>8,9</sup> the Department of Education Student Membership and  
7 Attendance Procedures Manual, and Records Retention Schedule, as applicable. Temporary  
8 value records which have been kept beyond the required time may be recommended for  
9 destruction in accordance with law,<sup>10,11</sup>
- 10 2. The records that the State Librarian and Archivist desire to preserve in their facilities will be  
11 transferred to the State Library and Archives. The temporary value records rejected by the State  
12 Library and Archives may be transferred to another institution or destroyed,<sup>10,11,12</sup>
- 13 3. Permanent records will be kept in some usable form (digital, printed, microfilm, etc.). If the  
14 director of schools desires to destroy the original permanent record, these records must be  
15 reproduced by microfilming or some other permanent reproduction method. Permission to  
16 destroy any original permanent record after microfilming follows the same procedure noted  
17 above for temporary records;<sup>9,11</sup> and
- 18 4. The director of schools shall establish procedures to safeguard against the unlawful destruction,  
19 removal, or loss of records.<sup>13</sup>

## 20 DISTRICT PUBLIC RECORDS REQUEST COORDINATOR<sup>14</sup>

21 Felecia Baird

22 Administrative Asst. to the Dir. of Schools & Secretary to the Board of Education

23 Phone: (423) 547-8000 ext. 8225

24 Fax: (423) 547-8929

25 Email: [felecia.baird@ecschoools.net](mailto:felecia.baird@ecschoools.net)

26

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Legal References

1. TCA 49-2-301(b)(1)(Z)
2. TCA 10-7-503
3. TCA 10-7-506(a)
4. TCA 49-2-104
5. TCA 10-7-504(p)
6. *Policy Related to Reasonable Charges a Records Custodian May Charge for Frequent and Multiple Requests for Public Records*, Tennessee Comptroller of the Treasury, available at <https://www.comptroller.tn.gov/content/dam/cot/orc/documents/oorc/policies-and-guidelines/ScheduleofReasonableCharges.pdf>; TCA 10-7-503(a)(1)(B),(C)
7. TCA 10-7-503(a)(7)(A)(vii)
8. TCA 10-7-401
9. TCA 10-7-406
10. TCA 10-7-404
11. TCA 10-7-413
12. TCA 10-7-414
13. TCA 39-16-504
14. TCA 10-7-503(g)(1)(D)

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Cross References

Financial Reports and Records 2.701  
Personnel Records 5.114  
Student Records 6.600

# Elizabethton City Board of Education

|                                                        |                                         |                                  |                                 |
|--------------------------------------------------------|-----------------------------------------|----------------------------------|---------------------------------|
| Monitoring:<br><b>Review: Annually,<br/>in October</b> | Descriptor Term:<br><br><b>Security</b> | Descriptor Code:<br><b>3.205</b> | Issued Date:<br><b>11/19/07</b> |
|                                                        |                                         | Rescinds:<br><b>3.205</b>        | Issued:<br><b>05/15/07</b>      |

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

2

3 The Director of Schools shall establish procedures to protect school property which shall include, but  
4 not be limited to:

5 1. Closing and securing teacher work areas when left unattended or at the end of the day;

6

7 2. Denying students permission to use the classrooms, laboratories, gymnasiums or other school  
8 facilities or equipment without appropriate staff supervision;

9

10 3. Controlling the issuance of keys;

11

12 4. Developing programs which contribute to the proper care and use of school facilities and  
13 equipment; and

14

15 5. Ensuring that equipment purchased with federal funds is managed as directed by federal and state  
16 law.<sup>2</sup>

17 The principal may call law enforcement officials in cases involving illegal entry, theft or vandalism.

18 The principal shall notify the director of schools immediately upon discovery of vandalism, theft,  
19 building damage and illegal entry.

20 The director of schools, or his/her representative, is authorized to sign a criminal complaint and to press  
21 charges against perpetrators of vandalism against school property.

## 22 **LAW ENFORCEMENT SERVICES<sup>1</sup> (IF APPLICABLE)**

23 The Board may enter into collaborative partnerships with appropriate law enforcement agencies.  
24 Partnerships may include, but not be limited to, education and recreational programs, delinquency  
25 prevention, and mentoring initiatives.

1  
2 The Board may enter into a memorandum of understanding (MOU) with a chief of a law enforcement  
3 agency to provide school policing. The memorandum of understanding (MOU) shall address, at a  
4 minimum, the following issues:

- 5 1. Any School Resource Officer (SRO) assigned under a MOU must be in compliance with all  
6 laws, regulations, and rules of the Peace Officer Standards and Training Commission at the  
7 time of assignment and remain compliant throughout his/her assignment;  
8
- 9 2. As a condition of assignment, any SRO shall participate in forty (40) hours of basic training in  
10 school policing within twelve (12) months of assignment . Every year thereafter, the SRO shall  
11 participate in a minimum of sixteen (16) hours of training specific to school policing. All training  
12 programs shall be approved by the Peace Officers Standards and Training Commission.<sup>3</sup>  
13
- 14 3. Any SRO assigned under the MOU remains an employee of the law enforcement agency and is  
15 subject to that agency's direction, control, supervision, and discipline.  
16
- 17 4. No SRO shall be assigned to a school, or continue in such an assignment, without the consent of  
18 the Director of Schools.  
19
- 20 5. In the event that more than one (1) SRO is assigned to a school district, the law enforcement  
21 agency shall designate one (1) of the SROs as the senior SRO. The duties of the senior SRO;  
22 shall include, but not be limited to, the following:  
23
  - 24 a. Representing and carrying out the policies of the law enforcement agency assigning the  
25 SROs.
  - 26
  - 27 b. Supervising the SROs in the performance of their duties;
  - 28
  - 29 c. Consulting with the Director of Schools regarding the best use of the available resources for  
30 school policing; and
  - 31
  - 32 d. Resolving disputes between the SROs and students or staff members.
  - 33
- 34 6. The MOU may be effective for any length of time, including continuing until terminated by the  
35 parties, and may contain any reasonable notice requirement for the termination of the MOU.  
36 However, the MOU shall contain a provision allowing the Director of Schools to suspend the  
37 active participation of the SROs in the event that the Director of Schools believes that such  
38 suspension is best for the health, safety or wellbeing of the students or staff members

1

2 **CYBERSECURITY<sup>4</sup>**

3 The Director of Schools/designee shall develop an administrative procedure regarding the district's  
4 cybersecurity plan to identify cybersecurity risks, implement mitigation planning, and protect  
5 cyberinfrastructure against cyberattacks and other cybersecurity threats and incidents.  
6

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**Legal Reference:**

1. EDGAR 43 Subtitle A Part 80.32
2. Tenn. Code Ann. § 49-6-4217

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**Cross References:**

- Visitors to the Schools 1.501  
Care of School Property 6.311

# Elizabethton Board of Education

|                                                        |                                                 |                                  |              |
|--------------------------------------------------------|-------------------------------------------------|----------------------------------|--------------|
| Monitoring:<br><b>Review: Annually,<br/>in October</b> | Descriptor Term:<br><b>New Project Planning</b> | Descriptor Code:<br><b>3.211</b> | Issued Date: |
|                                                        |                                                 | Rescinds:                        | Issued:      |

## 1 SELECTION OF ARCHITECT<sup>1</sup>

2 The Board shall approve a registered architect for new projects of construction, expansion, and/or  
3 maintenance as required by law. The Board shall execute a contract with such architect for each project.

## 4 SELECTION OF ENGINEER<sup>1</sup>

5 Following the execution of a contract for architectural services, the architect or architectural firm shall  
6 select a registered engineer for each project.

## 7 SITE SELECTION

8 The Board shall have sole discretion with choosing sites for construction.<sup>2</sup> When determining where to  
9 begin new projects, the Board shall consider the current and future populations of the area, transportation  
10 routes, and accessibility to utilities.

## 11 BUILDING ACCESSIBILITY<sup>3</sup>

12 The construction, remodeling, renovation, expansion, or modification of a school building shall comply  
13 with state and federal requirements regarding building accessibility.

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### Legal References

1. TCA 62-2-107; TRR/MS 0520-01-04-.01(2)
2. TCA 49-2-203(a)(3); *Rutherford County Board of Education v. Rutherford County Commission*, 2000 Tenn. App. LEXIS 703
3. 28 CFR § 36.201; TRR/MS 0520-01-04-.01(1)

# Elizabethton Board of Education

|                                                        |                                                             |                                  |              |
|--------------------------------------------------------|-------------------------------------------------------------|----------------------------------|--------------|
| Monitoring:<br><b>Review: Annually, in<br/>October</b> | Descriptor Term:<br><br><b>Access to Private Facilities</b> | Descriptor Code:<br><b>3.220</b> | Issued Date: |
|                                                        |                                                             | Rescinds:                        | Issued:      |

- 1 Students, employees, or teachers may request reasonable accommodations if they desire greater
- 2 privacy when using multi-occupancy restrooms or changing facilities located in the school building or
- 3 when using multi-occupancy sleeping quarters while attending a school-sponsored activity.<sup>1</sup>
- 4 Such requests shall be submitted in writing to the principal, and any appeals regarding the principal's
- 5 decision shall be in accordance with state law.<sup>1</sup>
- 6 The Director of Schools shall develop an administrative procedure on access to private facilities.

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## Legal References

1. Public Acts of 2021, Chapter No. 452

# Elizabethton Board of Education

|                                                         |                                                        |                                  |              |
|---------------------------------------------------------|--------------------------------------------------------|----------------------------------|--------------|
| Monitoring:<br><b>Review: Annually, in<br/>December</b> | Descriptor Term:<br><br><b>Instructional Standards</b> | Descriptor Code:<br><b>4.101</b> | Issued Date: |
|                                                         |                                                        | Rescinds:                        | Issued:      |

1 *General*

2 The Board is charged with selection of the curriculum. No subjects or topics prohibited by state or  
3 federal law shall be taught.<sup>1</sup> The Director of Schools shall develop administrative procedures to  
4 implement this policy.

5 **STATE STANDARDS<sup>2</sup>**

6 Only Tennessee state standards shall be taught within the school district. The following are prohibited:

- 7 1. Instructional materials, textbooks, or supplemental materials created to align exclusively with  
8 Common Core; or  
9  
10 2. Instructional materials, textbooks, or supplemental materials that are marketed or otherwise  
11 identified as Common Core textbooks or instructional materials.

12 **CURRICULUM AND INSTRUCTIONAL PROGRAMMING**

13 All curriculum and instructional programming implemented in the school district shall adhere to state  
14 and federal laws. District employees shall not include or promote any concepts that would violate state  
15 law when providing instruction, using instructional or supplemental materials, or when implementing  
16 the instructional program and curriculum.<sup>1</sup>

17 The Director shall develop procedures to ensure that the district's instructional program complies with  
18 state law.

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Legal References

1. Public Acts of 2021, Chapter No. 205; Public Acts of 2021, Chapter No. 281; Public Acts of 2021, Chapter No. 471; Public Acts of 2021, Chapter No. 493
2. TCA 49-1-302(a)(8); TCA 49-1-314

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Cross References

Controversial Issues 4.800  
Controversial Materials 4.801

# Elizabethton City Board of Education

|                                                         |                                                              |                                  |                                 |
|---------------------------------------------------------|--------------------------------------------------------------|----------------------------------|---------------------------------|
| Monitoring:<br><b>Review: Annually,<br/>in November</b> | Descriptor Term:<br><br><b>Summer Instructional Programs</b> | Descriptor Code:<br><b>4.204</b> | Issued Date:<br><b>03/14/06</b> |
|                                                         |                                                              | Rescinds:<br><b>4.204</b>        | Issued:<br><b>10/22/92</b>      |

1 *General*

2 The following programs will be made available to students:<sup>1,2</sup>

- 3 1. Traditional summer school;
- 4
- 5 2. Learning loss bridge camps;
- 6
- 7 3. After-school learning mini camps (2021-2023); and
- 8
- 9 4. Summer learning camps (2021-2023).

10 These programs shall be organized and operated in accordance with state law as well as guidelines  
11 provided by the Tennessee Department of Education. Funding for all programming shall be provided  
12 for in the annual budget and take into account any available grants. The Board may adopt tuition rates  
13 for those students attending a traditional summer school program.<sup>3</sup>

14 **SUMMER PROGRAMMING<sup>2</sup>**

15 The Director of Schools shall present a recommended summer programming plan to the Board each  
16 year, no later than the regularly scheduled May board meeting outlining the following:

- 17 1. Courses offered;
- 18
- 19 2. Transportation;
- 20
- 21 3. Class size ratios;
- 22
- 23 4. Budget, including staff compensation;
- 24
- 25 5. School nutrition needs;
- 26
- 27 6. Staffing;
- 28
- 29 7. Enrollment criteria; and
- 30
- 31 8. Any additional necessary information.

1 **ATTENDANCE REQUIREMENTS<sup>2</sup>**

- 2 Priority students, as defined by state law, shall not be required to attend summer programs unless  
3 required by state board policy.

The Director of Schools shall be responsible for developing administrative procedures regarding the attendance requirements of priority students in each program.

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**Legal References**

1. TRR/MS 0520-01-03-.03(9)
2. Public Acts of 2021, Special Legislative Session, Chapter No. 1
3. TCA 49-6-3003

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**Cross References**

Extended Contracts 5.112

# Elizabethton City Board of Education

|                                                     |                                                                                                       |                                  |                                 |
|-----------------------------------------------------|-------------------------------------------------------------------------------------------------------|----------------------------------|---------------------------------|
| Monitoring:<br><b>Review: Annually, in November</b> | Descriptor Term:<br><b>Enrollment in<br/>College Level Courses<br/>Enrollment in Advanced Courses</b> | Descriptor Code:<br><b>4.205</b> | Issued Date:<br><b>07/21/20</b> |
|                                                     |                                                                                                       | Rescinds:                        | Issued:                         |

1 *General*

2 Students in grades seven through twelve (7-12) may enroll in available advanced courses including, but  
3 not limited to, advanced English language arts, mathematics, or science courses.<sup>1</sup>

4 To enroll in these courses, students shall meet the following standards:

- 5 1. Honors Courses: Students must earn a passing grade in prerequisite courses and a projected  
6 TCAP score of On-Track or higher.  
7
- 8 2. Dual Credit Courses: Students must earn a passing grade in prerequisite courses and a  
9 projected TCAP score of On-Track or higher.  
10
- 11 3. Industry Certification-Aligned Courses: Students must earn a passing grade in prerequisite  
12 courses and a projected TCAP score of On-Track or higher in a related course(s).  
13
- 14 4. Dual Enrollment: Students must earn a passing grade in prerequisite courses and a projected  
15 TCAP score of On-Track or higher.  
16
- 17 5. Advanced Placement: Students must earn a passing grade in prerequisite courses and a  
18 projected TCAP score of On-Track or higher.  
19
- 20 6. College Level Exam Program: Students must earn a passing grade in prerequisite courses and a  
21 projected TCAP score of On-Track or higher.

22 The principal of each school shall have the authority to require additional criteria for the enrollment in  
23 advanced courses to fit the needs of the students within the school. Students who do not meet the  
24 above criteria that wish to enroll in advanced course work may do so at the discretion of the  
25 principal/designee.

26 **NOTIFICATION<sup>1</sup>**

27 Parent(s)/guardian(s) shall be provided written notification of a student's eligibility to enroll in  
28 advanced courses. The notification shall state that a student will remain enrolled in the course unless  
29 the parent/guardian timely submits a written request for removal. The Director of Schools shall  
30 determine the deadline to submit the request for removal.

1 Students may also be removed from an advanced course if the student’s teacher determines that the  
2 student should be removed based on performance after thirty (30) days of instruction and the principal  
3 approves the request to remove the student.

4 **COLLEGE LEVEL COURSES<sup>2</sup>**

5 Students may earn credit by enrolling in a postsecondary institution and taking college level courses.  
6 Students who take and pass dual enrollment courses at a postsecondary institution shall have their  
7 postsecondary credits accepted for high school credit as a substitution for an aligned graduation  
8 requirement course.

9 These courses may be offered at the high school, postsecondary institution, or online. If not offered on  
10 the high school campus, the Board shall not be responsible for transportation. Any tuition or fees due to  
11 enrollment in college level courses are the responsibility of the parent(s)/guardian(s).

12 Grades earned in such college level courses shall be used to determine class rank, grade point average,  
13 and class valedictorian or salutatorian.

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Legal References

1. Public Acts of 2021, Chapter No. 170; State Board of Education Policy 3.301
2. TRR/MS 0520-01-03-.03(8)

# Elizabethton Board of Education

|                                                     |                                                  |                                  |              |
|-----------------------------------------------------|--------------------------------------------------|----------------------------------|--------------|
| Monitoring:<br><b>Review: Annually, in November</b> | Descriptor Term:<br><b>Family Life Education</b> | Descriptor Code:<br><b>4.213</b> | Issued Date: |
|                                                     |                                                  | Rescinds:                        | Issued:      |

1 *General*

2 A family life education program shall be implemented within the school district in compliance with state  
3 law.<sup>1</sup>

4 A parent/guardian who chooses not to have a student participate in the family life education program  
5 shall submit such request in writing to the principal. A student who is excused from the program shall  
6 be assigned alternative health activities and shall not be penalized academically.

7 **FAMILY LIFE INSTRUCTION**

8 The curriculum for the family life education program shall, in a manner that is age-appropriate and  
9 factually and medically accurate, include the following:<sup>2</sup>

- 10 1. Teach the skills needed to make healthy decisions in all aspects of marriage and family life;
- 11
- 12 2. Encourage sexual health by helping students understand how the whole person is affected by  
13 sexual activity as well as other risk behaviors;
- 14
- 15 3. Provide information about human reproduction, including conception, birth, and prenatal care,  
16 as well as the process of adoption and its benefits;
- 17
- 18 4. Provide information on the family unit and the responsibilities and consequences related to sexual  
19 activity, including the challenges of single teen parenting;
- 20
- 21 5. Promote only sexual risk avoidance through abstinence and the positive results of avoiding sexual  
22 activity;
- 23
- 24 6. Provide instruction on the detection, intervention, prevention, and treatment of child sexual  
25 abuse, including such abuse that may occur in the home, and human trafficking in which a victim  
26 is the child;
- 27
- 28 7. Provide instruction on the prevention of dating violence;
- 29
- 30 8. Encourage communication between parent(s)/guardian(s) and students; and
- 31

- 1        9. Address the legal aspects of sexual activity with emphasis on the rights of the student.
- 2        The family life education program shall be reviewed annually to ensure that the prohibited items of
- 3        instruction, as provided for in state law,<sup>3</sup> are not included in the curriculum.

#### 4        **TRAINING ON INSTRUCTION**

- 5        Personnel providing family life instruction shall receive training prior to presenting such instruction.
- 6        Personnel shall conduct such instruction with maturity and discretion.

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#### Legal References

1. TCA 49-6-1302; Public Acts of 2021, Chapter No. 290
2. TCA 49-6-1304
3. TCA 49-6-1304(b)

# Elizabethton City Board of Education

|                                                         |                                                      |                                  |                                 |
|---------------------------------------------------------|------------------------------------------------------|----------------------------------|---------------------------------|
| Monitoring:<br><b>Review: Annually,<br/>in November</b> | Descriptor Term:<br><b>Interscholastic Athletics</b> | Descriptor Code:<br><b>4.301</b> | Issued Date:<br><b>07/18/17</b> |
|                                                         |                                                      | Rescinds:<br><b>4.301</b>        | Issued:<br><b>07/18/13</b>      |

## 1 *General*

2 No person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be  
3 treated differently from another person, or otherwise be discriminated against in any athletic program of  
4 the school. Equal athletic opportunities shall be provided for members of both sexes.<sup>1</sup> Student athletes  
5 shall only be allowed to participate in athletic activities or events that align with the student's sex  
6 indicated on his/her original birth certificate.<sup>2</sup> The Director of Schools/designee shall require the  
7 parent/guardian to provide the student's original birth certificate prior to participation in any  
8 interscholastic athletics. If the original birth certificate is not available or does not indicate the student's  
9 sex at the time of birth, the parent/guardian shall provide medical documentation showing evidence of  
10 the student's sex at birth.

11 Interscholastic athletics shall be administered as a part of the regular school program and shall be the  
12 principal's responsibility. Principals shall ensure that school regulations regarding participation in a sport  
13 are reasonable. Athletic schedules shall be filed in each school principal's office. The principal designee  
14 shall accompany an athletic team on trips. Transportation of teams to athletic games is approved by the  
15 board, provided the team's school reimburses the board for mileage.

16 Bylaws of the Tennessee Secondary School Athletic Association shall regulate the operation and control  
17 of athletics.<sup>3</sup> The Director of Schools shall develop a code of conduct for all coaches to follow in order  
18 to ensure the health and safety of athletes.<sup>4</sup>

## 19 **INSURANCE & PHYSICAL EXAMINATIONS**

20 In the event that the school's insurance provider does not extend coverage to an athlete, the athlete shall  
21 provide proof of independently secured catastrophic coverage and liability coverage, with the school  
22 district as a named insured, of not less than the limits set forth in state law<sup>5</sup>. It shall be the responsibility  
23 of the parent(s)/guardian(s) to provide health and hospitalization insurance for all students participating  
24 in interscholastic athletics.

25 Prior to participation in interscholastic athletics, every student shall complete an annual physical  
26 examination.<sup>6</sup> The parent(s)/guardian(s) of each student shall be responsible for covering the cost of the  
27 examination, and these records shall be on file in the principal's office.

## 28 **SCHEDULING CONFLICTS**

29 No principal or teacher shall dismiss his/her school or any group of students for the purpose of attending  
30 the practice of any interscholastic sport during the school day without written permission from the  
31 Board<sup>7</sup>. This does not prevent regular physical training lessons in the daily school program.

1 Students shall not be required to attend a school athletic event, or event related to participation on a  
2 school athletic team, if the event is on an official school holiday, observed day of worship, or religious  
3 holiday. The student's parent/guardian shall notify the coach in writing three (3) full school days prior  
4 to the event.<sup>8</sup>

#### 5 **SEVERE WEATHER<sup>4</sup>**

6 Severe weather is any type of weather that could impede the safety of any athlete by compromising the  
7 playing conditions of the interscholastic sport. Severe weather includes, but is not limited to, thunder,  
8 lightning, and extreme temperatures. When severe weather is forecasted, suspension of play shall be  
9 discussed with all players, coaches, and officials, if applicable.

10 All coaches who oversee or participate in outdoor training, practice, or competition shall annually  
11 complete a heat illness prevention course approved by the Tennessee Department of Health as well as  
12 receive training on activity modifications based on environmental conditions.

#### 13 **PROHIBITION AGAINST HAZING**

14 Coaches, employees, and volunteers of the school district shall not encourage, permit, condone, or  
15 tolerate hazing activities.<sup>9</sup>

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#### Legal References

1. 34 CFR § 106.41; 20 USCA § 1681 et seq.
2. Public Acts of 2021, Chapter No. 40
3. TRR/MS 0520-01-02-.08(1)
4. Public Acts of 2021, Chapter No. 272
5. TCA 29-20-403
6. 20 USCA § 1232h(c); TRR/MS 0520-01-13-.01(1)(a)
7. TCA 49-6-1002(a)
8. TCA 49-6-1002(c)
9. TCA 49-2-120

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#### Cross References

Special Use of School Vehicles 3.402  
Student Insurance Program 3.601  
Extracurricular Activities 4.300  
Attendance 6.200

# Elizabethton City Board of Education

|                                                         |                                                    |                                  |                                 |
|---------------------------------------------------------|----------------------------------------------------|----------------------------------|---------------------------------|
| Monitoring:<br><b>Review: Annually,<br/>in December</b> | Descriptor Term:<br><b>Graduation Requirements</b> | Descriptor Code:<br><b>4.605</b> | Issued Date:<br><b>08/20/19</b> |
|                                                         |                                                    | Rescinds:<br><b>4.605</b>        | Issued:<br><b>04/17/18</b>      |

## 1 *General*

2 The program of studies shall include areas required by the State Board of Education.

3 Before high school graduation, every student shall:<sup>1</sup>

- 4 1. Achieve the specified twenty-two (22) units of credit and an additional eight (8) hours of electives
- 5 for a total of thirty (30) credits to receive an Elizabethton High School diploma;
- 6 2. Take the required end of course exams;
- 7 3. Have satisfactory records of attendance and conduct;
- 8 4. Take the ACT or SAT prior to graduation;<sup>2</sup> and
- 9 5. Pass a United States civics test.<sup>3</sup>

10 Additionally, Cyclone Achievement Program (CAP) students must achieve the specified 22 units of  
11 credit to receive a Tennessee state diploma. Credit requirements for transfer students will be reviewed  
12 on a case-by-case basis.

## 13 **SPECIAL EDUCATION STUDENTS<sup>4</sup>**

14 Special education students who earn the prescribed twenty-two (22) credit minimum shall be awarded a  
15 regular high school diploma.

16 Students who have received the below diplomas shall continue to make progress towards a regular high  
17 school diploma until the end of the school year in which they turn twenty-two (22) years old.

### 18 *Special Education Diploma*

19 A special education diploma shall be awarded to students who have not met the requirements for a regular  
20 high school diploma,<sup>5</sup> but have:

- 21 1. Completed four (4) years of high school;
- 22 2. Made satisfactory progress on their IEP; and
- 23 3. Maintained satisfactory records of attendance and conduct.

### 24 *Occupational Diploma*

25 Special education students who do not meet the requirements for a regular high school diploma may be  
26 awarded an occupational diploma if the student has:<sup>1,4</sup>

- 27 1. Completed at least four (4) years of high school;

- 1 2. Made satisfactory progress on their IEP;
- 2 3. Maintained satisfactory records of attendance and conduct;
- 3 4. Completed the occupational diploma Skills, Knowledge, and Experience Mastery Assessment
- 4 (SKEMA); and
- 5 5. Has two (2) years of paid or non-paid work experience.

6 The decision to attain an occupational diploma shall be made at the conclusion of the student's 10<sup>th</sup> grade  
7 year or two (2) academic years prior to the expected graduation date.

### 8 *Alternate Academic Diploma*

9 Special education students who do not meet the requirements for a regular high school diploma may be  
10 awarded an alternate academic diploma if the student has:<sup>4</sup>

- 11 1. Completed at least four (4) years of high school;
- 12 2. Participated in the high school alternate assessments;
- 13 3. Earned the prescribed twenty-two (22) credit minimum;
- 14 4. Made satisfactory progress on their IEP;
- 15 5. Maintained satisfactory records of attendance and conduct; and
- 16 6. Completed a transition assessment that measures postsecondary education and training,  
17 employment, independent living, and community involvement.

### 18 **STUDENT LOAD**

19 All full-time students in grades 9-12 shall be enrolled each semester in subjects that produce a minimum  
20 of five (5) units of credit for graduation per year. Students with hardships and gifted students may appeal  
21 this requirement to the director of schools and then to the board.<sup>6</sup>

### 22 **EARLY GRADUATION<sup>7</sup>**

23 High school students shall be permitted to complete an early graduation program. Students intending to  
24 graduate early shall inform the school principal of this intent prior to the beginning of 9<sup>th</sup> grade or as  
25 soon thereafter as the intent is known.

26 In order to graduate early, students must meet the following requirements:

- 27 1. Earn the required seventeen (17) credits;
- 28 2. Achieve a benchmark score for each required end-of-course exam;
- 29 3. Attain a cumulative GPA of at least 3.2 on a 4.0 scale;
- 30 4. Meet the minimum ACT or SAT benchmark score;
- 31 5. Obtain a qualifying benchmark score on a world language proficiency assessment; and
- 32 6. Complete at least two (2) types of the following courses:
  - 33 a. AP;
  - 34 b. IB;
  - 35 c. Dual enrollment; or
  - 36 d. Dual credit.

- 1 The director of schools shall develop administrative procedures to ensure that the early graduation
- 2 program is conducted in accordance with state law.

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**Legal References**

1. TCA 49-6-6001; State Board of Education Policy 2.103; TRR/MS 0520-01-03-.06
2. TCA 49-6-6001(b); State Board of Education Policy 2.103
3. TCA 49-6-408; State Board of Education Policy 2.103
4. TRR/MS 0520-01-03-.06; State Board of Education Policy 2.103
5. TCA 49-6-6005; State Board of Education Policy 2.103
6. TRR/MS 0520-01-03-.06
7. TCA 49-6-8103; State Board of Education Policy 2.103; Public Acts of 2021, Chapter No. 493

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**Cross References**

- Class Size Ratios 4.201  
Alternative Credit Options 4.209  
Honor Roll, Awards, & Class Ranking 4.602

# Elizabethton City Board of Education

|                                                         |                                             |                                  |                                 |
|---------------------------------------------------------|---------------------------------------------|----------------------------------|---------------------------------|
| Monitoring:<br><b>Review: Annually,<br/>in December</b> | Descriptor Term:<br><b>Testing Programs</b> | Descriptor Code:<br><b>4.700</b> | Issued Date:<br><b>12/17/20</b> |
|                                                         |                                             | Rescinds:<br><b>4.700</b>        | Issued:<br><b>10/23/18</b>      |

## 1 **General**

2 The board shall provide for a system-wide testing program which shall be periodically reviewed and  
3 evaluated. The purposes of the program shall be to:

- 4 1. Assist in promoting accountability;
- 5
- 6 2. Determine the progress of students;
- 7
- 8 3. Assess the effectiveness of the instructional program and student learning;
- 9
- 10 4. Aid in counseling and guiding students in planning future education and other endeavors;
- 11
- 12 5. Analyze the improvements needed in each instructional area;
- 13
- 14 6. Assist in the screening of students with learning difficulties;<sup>1</sup>
- 15
- 16 7. Assist in placing students in remedial programs;
- 17
- 18 8. Provide information for college entrance and placement; and
- 19
- 20 9. Assist in educational research by providing data.<sup>2</sup>

21 The Director of Schools shall be responsible for planning and implementing the program which includes:

- 22 1. Determining specific purposes for each test;
- 23
- 24 2. Selecting the appropriate test to be given;
- 25
- 26 3. Establishing procedures for administering the tests;
- 27
- 28 4. Making provisions for interpreting and disseminating the results;
- 29
- 30 5. Maintaining testing information in a consistent and confidential manner; and
- 31
- 32 6. Ensuring that results are obtained as quickly as possible, especially when placement in a special  
33 learning program might be necessary.

**Commented [MN1]:** From TSBA: Districts must now provide students with information on available career and technical education opportunities after aptitude assessment are administered. We have updated our model policy to reflect this requirement.

1 State-mandated student testing programs shall be undertaken in accordance with procedures published  
2 by the State Department of Education.<sup>3</sup>

### 3 **WEIGHTING TCAP SCORES**

4 TNReady<sup>4</sup> and EOC<sup>5</sup> scores will be included in students' final grades as follows:

- 5 a) Grades 3-5 - 0%
- 6 b) Grades 6-8 - 15%
- 7 c) Grades 9-12 - 15%

8 For the 2020-2021 school year, EOC and TNReady scores for grades 6-12 will only count if the test  
9 score will help with the student's final grade. No student grades will be negatively impacted by these  
10 scores.

11 The TNReady and EOC will be calculated into the last grading period of the course.

12 The Elizabethton City School System shall use the following methodology: target score method

13 The Director of Schools may exclude these scores from students' final grades if results are not received  
14 by the district at least five (5) instructional days before the end of the course.<sup>4,5</sup>

### 15 **INTEREST INVENTORIES AND CAREER ASSESSMENTS<sup>6</sup>**

16 Interest inventories shall be made available to middle schoolers and 9<sup>th</sup> graders. These will include  
17 assessments such as the Kuder assessment, Myers-Briggs Type Indicator, the ASVAB, or the College  
18 Board Career Finder.

19 Career aptitude assessments shall be administered to 8<sup>th</sup> graders in order to inform the student's high  
20 school plan of study. Upon receiving the results from these assessments, the school shall provide students  
21 with information on any available career and technical education opportunities in which the student is  
22 eligible to participate in.

### 23 **TESTING INFORMATION AND PARENTAL CONSENT**

24 Any test directly concerned with measuring student ability or achievement through individual or group  
25 psychological or socio-metric tests shall not be administered by or with the knowledge of any employee  
26 of the system without first obtaining written consent of the parent(s) or guardian(s).<sup>2</sup>

27 Results of all group tests shall be recorded on students' permanent records and shall be made available  
28 to appropriate personnel in accordance with established procedures.<sup>7</sup>

29 No later than July 31<sup>st</sup> of each year, the board shall publish on its website information related to state  
30 and board mandated tests that will be administered during the school year. The information shall  
31 include:<sup>8</sup>

- 32 1. The name of the test;

33

- 1       2. The purpose and use of the test;
- 2
- 3       3. The grade or class in which the test will be administered;
- 4
- 5       4. The tentative date or dates that the test will be administered;
- 6
- 7       5. The time and manner in which parent(s)/guardian(s) and students will be notified of the results
- 8       of the test;
- 9
- 10      6. How parent(s)/guardian(s) can access the questions and answers on their student's state-
- 11      required tests; and
- 12
- 13      7. If a board mandated test, how the test complements and enhances student instruction and
- 14      learning and how it serves a purpose distinct from state-required tests.
- 15      Testing information shall also be placed in student handbooks or other school publications that are
- 16      provided to parent(s)/guardians(s) on an annual basis.

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**Legal References**

1. TCA 49-10-108
2. 20 USCA § 1232(g)
3. TRR/MS 0520-01-03-.03(11)
4. TCA 49-1-617; State Board of Education Policy 2.102
5. TRR/MS 0520-01-03-.03(11)(e); State Board of Education Policy 2.103; TCA 49-1-617
6. TCA 49-6-412; Public Acts of 2021, Chapter No. 271
7. TCA 10-7-504(a)(4)(A)
8. TCA 49-6-6007; State Board of Education Policy 2.102; State Board of Education Policy 2.103

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**Cross References**

- Student Surveys, Analyses, and Evaluations 6.4001  
Student Records 6.600

# Elizabethton City Board of Education

|                                                         |                                                       |                                  |                                 |
|---------------------------------------------------------|-------------------------------------------------------|----------------------------------|---------------------------------|
| Monitoring:<br><b>Review: Annually,<br/>in February</b> | Descriptor Term:<br><b>Application and Employment</b> | Descriptor Code:<br><b>5.106</b> | Issued Date:<br><b>04/21/20</b> |
|                                                         |                                                       | Rescinds:<br><b>5.106</b>        | Issued:<br><b>08/21/18</b>      |

## 1 **Application**

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

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

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

## 13 *Professional Employees*

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

19 No person shall be employed:

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

1           7. Who does not receive a satisfactory background check.<sup>10</sup>

2    *Support Employees*

3    No person shall be employed:

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

15   **Employment**

16    *Professional Employees*

17    After checking references and receiving written recommendations, the Director of Schools shall hire  
18    and assign qualified applicants.

19    *Initial Employment for Professional Employees*

20    The Director of Schools shall notify such person, in writing, of the offer and conditions of  
21    employment. Upon receipt of employment notification, such person shall respond within the timeline  
22    established by state law.<sup>12</sup> From the date of the written acceptance, such person is considered to be  
23    under employment with the district and is subject to all rights, privileges and duties.

24    *Support Employees*

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

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**Legal References**

1. TCA 49-5-406
2. State Board of Education Policy 5.501
3. TCA 49-5-406(a)(2)(A)
4. TCA 49-5-413(c)
5. TCA 49-2-131
6. TCA 49-5-403; TCA 49-5-101; Public Acts of 2021, Chapter No. 211
7. TCA 49-5-413(e)
8. TCA 49-5-404
9. TCA 49-5-405
10. TCA 49-5-413(a), (f)
11. Immigration Reform and Control Act of 1986; Pub. L. No. 99-603, 100 Stat. 3359, 8 USCA § 1101 *et seq.*
12. TCA 49-5-406(b)

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**Cross References**

Orientation and Probation 5.107  
Compensation Guides & Contracts 5.110  
Background Investigations 5.118  
Recommendations and File Transfers 5.203  
Interim Employees 5.700  
Qualifications and Duties of the Director of Schools 5.802

# Elizabethton City Board of Education

|                                                         |                                                                                     |                                  |                                 |
|---------------------------------------------------------|-------------------------------------------------------------------------------------|----------------------------------|---------------------------------|
| Monitoring:<br><b>Review: Annually,<br/>in February</b> | Descriptor Term:<br><b>Qualifications and Duties of the<br/>Director of Schools</b> | Descriptor Code:<br><b>5.802</b> | Issued Date:<br><b>08/21/18</b> |
|                                                         |                                                                                     | Rescinds:<br><b>5.802</b>        | Issued:<br><b>04/17/18</b>      |

## 1 **QUALIFICATIONS**

- 2 1. A professional educator's license
- 3 2. A master's degree in education with a preference for a doctorate degree
- 4 3. Three (3) years of successful experience in the classroom and two (2) years minimum school
- 5 administration experience. Three (3) years of successful experience in school administration
- 6 4. Such other qualifications as the board deems desirable

7 **REPORTS TO:** The Board of Education

8 **SUPERVISES:** All administrative and supervisory personnel in the district

9 **JOB GOAL:** To provide leadership in developing and maintaining the best possible educational  
10 programs and services

11 **SCOPE OF RESPONSIBILITY:** The management responsibilities of the director of schools shall  
12 extend to all activities of the district, to all phases of the educational program, to all aspects of the  
13 financial operation, to all facility management, and to the conduct of such other duties as may be  
14 assigned by the board. The Director of Schools may delegate these duties together with appropriate  
15 authority but may neither delegate nor relinquish ultimate responsibility for results or any portion of  
16 accountability.

## 17 **ESSENTIAL FUNCTIONS**

### 18 *General Administrative*

- 19 1. Provides leadership in identification of priorities and assures that all activities reflect those  
20 board-established priorities.
- 21 2. Prepares and recommends short and long-range plans for board approval and implements those  
22 plans when approved.
- 23 3. Prepares, in conjunction with the Chair, agenda recommendations relative to all matters  
24 requiring board action, including all facts, information, options, and reports needed to assure  
25 informed decisions. Provides advice and counsel to the board on matters before it.
- 26 4. Attends all regular and special meetings of the Board and keeps a complete and accurate record  
27 of the proceedings of all meetings of the Board and of its official acts.

- 1 5. Recommends drafts of new policies or changes to the Board. Anticipates potential problems.  
2 Recommends policies or courses of staff action.
- 3 6. Develops administrative procedures to implement board policy or for the items deemed  
4 necessary for the efficient operation of the schools and disseminates these procedures to  
5 appropriate staff.
- 6 7. Keeps the Board informed regarding development in other districts or at state and national levels  
7 that would be helpful to the district.
- 8 8. Ensures that all local, state, and federal standards for the health and safety of the students and  
9 staff are maintained and that required reports are maintained.
- 10 9. Fulfills all statutory obligations and implements the education law of the State of Tennessee and  
11 the rules and regulations of the State Board of Education.<sup>1</sup>

## 12 *Financial Management*

- 13 1. Provides direction to and supervision of school business functions. Encourages development and  
14 implementation of sound business practices. Continually assesses business practices to achieve  
15 efficiency.
- 16 2. Prepares, annually, a budget and submits it to the Board for approval. Presents approved budget  
17 to the appropriate local funding body for adoption.
- 18 3. Makes appropriate written reports for the Board detailing all receipts and expenditures of the  
19 school, funds and submits them to the local funding body.
- 20 4. Ensures that funds are spent prudently by providing adequate control and accounting of the  
21 district's financial and physical resources.

## 22 *Personnel Administration*

- 23 1. Establishes lines of authority which shall be approved by the Board and shown on the district  
24 organization chart. Lines of authority shall not restrict the practical working relationships of all  
25 staff members at all levels.
- 26 2. Employs such personnel as may be necessary within the limits of budgetary provisions and  
27 recommends to the Board teachers who are eligible for tenure.
- 28 3. Develops recruitment procedures to assure well-qualified applicants for professional and non-  
29 professional positions.
- 30 4. Assigns and transfers employees as the interest of the district may dictate and reports such action  
31 to the Board for information and record.
- 32 5. Holds meetings of teachers and other employees as necessary for the discussion of matters  
33 concerning the welfare and improvement of the schools.

- 1 6. Communicates directly, or through delegation, all actions of the Board relating to personnel  
2 matters to all and receives employees' communications to be made to the Board.
- 3 7. Evaluates principals annually.
- 4 8. Informs the Office of Educator Licensing of licensed educators who have a temporary teaching  
5 permit who have been suspended or dismissed, who have resigned, following allegations of  
6 conduct, including sexual misconduct, which, if substantiated, would warrant consideration for  
7 license suspension or revocation, or formal reprimand or who have been convicted of a felony.  
8 The report shall be submitted within thirty (30) days of the suspension, dismissal, or resignation  
9 or of receiving knowledge of the felony conviction.<sup>2</sup>

#### 10 *Instructional Leadership*

- 11 1. Serves as the chief school executive. Ensures the development and maintenance of a positive  
12 educational program designed to meet the needs of the community and to carry out the policies  
13 of the Board. Ensures that a system of thorough and efficient education, as defined by state law,  
14 is available to all students.
- 15 2. Recommends to the Board for its adoption all courses of study, curriculum guides, and major  
16 changes in tests and time schedules to be used in the schools.
- 17 3. Oversees the timely revisions of all curriculum guides and courses of study.
- 18 4. Develops guidelines and direction for monitoring the effectiveness of existing and new  
19 programs.
- 20 5. Conducts a periodic audit of the total school program and advises the Board of recommendations  
21 for the educational advancement of the schools.
- 22 6. Seeks out available sources for grant funding to support programs and projects.
- 23 7. Ensures that the goals of the school district are adequately reflected in its educational program  
24 and operations.

#### 25 *Community/Public Relations*

- 26 1. Promotes community support of the schools. Interprets district programs and services, reports,  
27 plans, events, and activities of interest and solicits community opinions regarding school and  
28 educational issues.
- 29 2. Identifies available community resources and links to social service agencies that support  
30 education and healthy child development.
- 31 3. Develops strategies to promote parental involvement in their student's education and provides  
32 opportunities for parent-teacher interaction.
- 33 4. Maintains contact and good relations with local media.

1

2 5. Maintains contact and good relations with local media.

3 6. Ensures that the district interests will be represented in meetings and activities of municipal and  
4 other governmental agencies.5 7. Represents the school district and its interests in community organizations, activities, and  
6 projects.7 **TERMS OF EMPLOYMENT:** Serves in accordance with the terms of the contract between the Board  
8 and the Director of Schools. Salary to be determined by the Board.9 **EVALUATION:** Performance of this job will be evaluated in accordance with provisions of state law  
10 and the Board's policy on evaluation of the Director of Schools.11 **GENERAL REQUIREMENTS:** The above statements are intended to describe the general nature and  
12 level of work being performed by the person assigned to this position. They are not intended to be a  
13 complete list of responsibilities, duties, and skills required of personnel so assigned.

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**Legal References**

1. TCA 49-2-301
2. TRR/MS 0520-02-03-.09(2); Public Acts of 2018, Chapter No. 935

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**Cross References**

Executive Committee 1.301  
Administrative Procedures 1.601  
Administrative Committees 1.602  
Administrative Reports 1.603  
School District Planning 1.701  
Job Descriptions 5.103  
Application and Employment 5.106  
Evaluation of the Director of Schools 5.803

# Elizabethton City Board of Education

|                                                       |                                           |                                  |                                 |
|-------------------------------------------------------|-------------------------------------------|----------------------------------|---------------------------------|
| Monitoring:<br><b>Review: Annually<br/>in January</b> | Descriptor Term:<br><b>Teacher Tenure</b> | Descriptor Code:<br><b>5.117</b> | Issued Date:<br><b>10/24/17</b> |
|                                                       |                                           | Rescinds:<br><b>5.117</b>        | Issued:<br><b>09/18/14</b>      |

## 1 *General*

2 To attain tenure status,<sup>1</sup> a teacher must: (1) meet tenure eligibility requirements; (2) be renewed and  
3 recommended by the director of schools;<sup>1</sup> and (3) receive a majority vote of the Board.

## 4 **TENURE ELIGIBILITY<sup>2</sup>**

5 A teacher that meets the following requirements is eligible for tenure:

- 6 1. Has a degree from an approved four-year college or any career and technical teacher who has  
7 the equivalent amount of training established and is licensed by the state board of education;  
8
- 9 2. Holds a valid teacher license issued by the State Board of Education, based on training  
10 covering the subjects or grades taught;  
11
- 12 3. Has completed a probationary period of five (5) school years or not less than forty-five (45)  
13 months within the last seven-year period, the last two (2) years being employed in a regular  
14 teaching position rather than an interim teaching position; and  
15
- 16 4. Has received evaluations demonstrating an overall performance effectiveness level of “above  
17 expectations” or “significantly above expectations” as provided in the evaluation guidelines  
18 adopted by the State Board of Education, during the last two (2) years of the probationary  
19 period.

20 If a teacher has met all other requirements for tenure eligibility but has not acquired an official  
21 evaluation score during the last one (1) or two (2) years of the probationary period due to allowable  
22 circumstances outlined in state law, he/she may utilize the most recent two (2) years of available  
23 evaluation scores achieved during the probationary period to become eligible for tenure.<sup>3</sup>

## 24 **ACQUISITION OF TENURE STATUS**

25 Once a teacher is eligible for tenure, he/she shall be either recommended by the Director of Schools for  
26 tenure or nonrenewed. If tenure is denied by the Board, the teacher shall be dismissed.<sup>4</sup>

27 The following additional guidelines shall apply:

- 28 1. The Director of Schools will recommend teachers eligible for tenure at a board meeting in ample  
29 time to send notice of non-renewal to each teacher not recommended for tenure within five (5)  
30 business days following the last instructional day for the school year.<sup>5</sup>  
31

- 1 2. The decision to grant tenure is solely within the discretion of the Board.<sup>6</sup> Only those teachers who  
2 receive a majority vote of the membership of the Board will be granted tenure.<sup>7</sup>  
3
- 4 3. A teacher who is eligible for tenure, but tenure is denied by the Board, shall not be rehired beyond  
5 the current contract year.<sup>4</sup>  
6

#### 7 **TEACHER RETURNING TO EMPLOYMENT**

8 A teacher who has acquired tenure status in the school district and later resigns shall serve a two-year  
9 probationary period upon reemployment, unless the probationary period is waived by the Board upon  
10 request of the Director of Schools. Upon completion of the two-year period, the teacher shall either be  
11 recommended by the Director of Schools for tenure or non-renewed. If tenure is denied by the Board,  
12 the teacher shall be dismissed.<sup>8</sup>

#### 13 **TEACHER TRANSFERRING FROM ANOTHER SCHOOL SYSTEM<sup>8</sup>**

14 A teacher employed by Elizabethton City Schools who is transferring from another LEA in this state  
15 shall serve the regular five-year (5-year) probationary period unless the board, upon the recommendation  
16 of the director of schools, waives or shortens the probationary period and grants tenure status to the  
17 teacher. The probationary period may not be waived or shortened unless:

- 18 (1) the teacher acquired tenure in a prior school system in this state;
- 19 (2) the teacher served at least five (5) years as a teacher in a prior school system in this state  
20 without attaining tenure; or
- 21 (3) the teacher served fewer than five (5) years in a prior school system in this state but has  
22 completed at least five (5) total years of service when service in both LEAs is combined.

23 All tenure decisions made under this section are subject to the requirements concerning overall teacher  
24 performance effectiveness levels.

#### 25 **TEACHER RETURNING TO PROBATIONARY STATUS<sup>10</sup>**

26 Any tenured teacher who receives two (2) consecutive years of evaluations demonstrating an overall  
27 performance effectiveness level of “below expectations” or “significantly below expectations” shall be  
28 returned to probationary status by the Director of Schools until the teacher has received two (2)  
29 consecutive years of evaluations demonstrating an overall performance effectiveness level of “above  
30 expectations” or “significantly above expectations.”

31 When a teacher who has returned to probationary status has received two (2) consecutive years of  
32 evaluations demonstrating an overall performance effectiveness level of “above expectations” or  
33 “significantly above expectations,” the teacher is again eligible for tenure and shall be either  
34 recommended by the Director of Schools for tenure or nonrenewed; provided, however, that the teacher  
35 shall be dismissed if tenure is denied by the Board.<sup>4</sup>

36 This section does not apply to teachers who acquired tenure prior to July 1, 2011.

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Legal References

1. TCA 49-5-501(11)(A)
2. TCA 49-5-503
3. Public Acts of 2021, Special Legislative Session  
Chapter No. 2
4. TCA 49-5-504(b)
5. TCA 49-5-409(b); Public Acts of 2021, Chapter  
No. 378
6. TCA 49-2-203(a)(1)
7. TCA 49-2-202(g)
8. TCA 49-5-504(d)
9. TCA 49-5-509
10. TCA 49-5-504(e), (f)

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Cross References

- Separation Practices for Tenured Teachers 5.200  
Separation Practices for Non-Tenured Teachers 5.201

# Elizabethton City Board of Education

|                                                        |                                                                          |                                  |                                 |
|--------------------------------------------------------|--------------------------------------------------------------------------|----------------------------------|---------------------------------|
| Monitoring:<br><b>Review: Annually,<br/>in January</b> | Descriptor Term:<br><b>Separation Practices for Tenured<br/>Teachers</b> | Descriptor Code:<br><b>5.200</b> | Issued Date:<br><b>08/20/19</b> |
|                                                        |                                                                          | Rescinds:<br><b>5.200</b>        | Issued:<br><b>07/18/17</b>      |

## 1 **SUSPENSION PENDING AN INVESTIGATION<sup>1</sup>**

2 The Director of Schools may suspend a teacher at any time that may seem necessary, pending  
3 investigation, or final disposition of a case before the Board or an appeal. If the matter under  
4 investigation is not the subject of an ongoing criminal investigation or a Department of Children's  
5 Services investigation, and if no charges for dismissal have been made, a suspension pending  
6 investigation shall not exceed ninety (90) days in duration. Under no circumstances shall the Director of  
7 Schools suspend a teacher with pay. If vindicated or reinstated, the teacher shall be paid full salary for  
8 the period of suspension.

## 9 **SUSPENSION OF THREE DAYS OR LESS<sup>2,3</sup>**

10 The Director of Schools/designee may suspend a teacher for incompetence, inefficiency, neglect of duty,  
11 unprofessional conduct, and insubordination. Before a teacher is suspended, he/she shall be: (1) provided  
12 with written notice, including the reasons for the suspension along with an explanation of the evidence;  
13 (2) given an opportunity to respond to the Director of Schools at a conference, if requested within five  
14 (5) days; and (3) given a written decision of the suspension within ten (10) days. Both parties may be  
15 represented by counsel at the conference, which shall be recorded.

16 Under no circumstances shall a Director of Schools suspend a tenured teacher with pay. If reinstated,  
17 the tenured teacher shall be paid full salary for the period of suspension, unless suspension without pay  
18 is deemed to be an appropriate penalty.

## 19 **DISMISSAL OR SUSPENSIONS GREATER THAN THREE DAYS<sup>4</sup>**

20 When a tenured teacher is charged with offenses that may justify dismissal or a suspension greater than  
21 three (3) days, the charges shall be made in writing, specifically stating the offenses that are charged,  
22 and shall be signed by the party or parties making the charges.

23 If, in the opinion of the Board, the charges are of such nature as to warrant the dismissal or a suspension  
24 greater than three (3) days of the teacher, the Director of Schools shall give the teacher a written notice  
25 of this decision, a copy of the charges against the teacher, and a copy of a form provided by the  
26 Commissioner of Education advising the teacher of his/her legal duties, rights, and recourse.

27 A tenured teacher who has been given notice of charges against him/her may within thirty (30) days after  
28 receipt of notice give written notice to the Director of Schools of his/her request for a hearing.

29 The Director of Schools shall, within five (5) days after receipt of request, assign a hearing officer from  
30 the list maintained by the Board.

1 The Board shall maintain a list of qualified individuals who have indicated a willingness to act as  
2 impartial hearing officers as defined under Tennessee law.

3 The hearing officer shall notify the parties, or their attorney, of the officer's assignment and direct the  
4 parties or the attorneys for the parties, or both, to appear before the hearing officer for simplification of  
5 issues and the scheduling of the hearing. That hearing shall be set no later than thirty (30) days following  
6 receipt of the initial request for a hearing. In the discretion of the hearing officer, all or part of any  
7 prehearing conference may be conducted by telephone if each participant has an opportunity to  
8 participate, be heard, and to address proof and evidentiary concerns. The hearing officer is empowered  
9 to issue appropriate orders and to regulate the conduct of the proceedings.

10 Either party may appeal to the Board an adverse ruling by giving written notice of appeal within ten (10)  
11 working days of the hearing officer's delivery of the hearing officer's written findings and conclusions.  
12 The Director of Schools shall prepare a copy of the proceedings, including all transcripts and evidence,  
13 documentary or otherwise, and transmit the same to the Board within twenty (20) days of the receipt of  
14 the notice of appeal.

15 The Board shall hear the appeal on the record, and no new evidence may be submitted by either party.  
16 The appealing party may appear before the board to argue why the adverse ruling should be overturned.  
17 In no event should such argument last more than fifteen (15) minutes, unless the Board votes to extend  
18 additional time. At the conclusion of the hearing, any member of the Board may vote to sustain the  
19 decision of the hearing officer, send the record back for additional evidence, revise the penalty, or reverse  
20 the decision. The Board shall render its decision within ten (10) working days after the conclusion of the  
21 hearing. In the event the decision of the Board is appealed to the chancery court, the Board shall transmit  
22 the entire record prepared by the Director of Schools and reviewed by the Board to the chancery court  
23 for its review.

## 24 **RESIGNATION**

25 A teacher shall give the Director of Schools notice of resignation at least thirty (30) days before the  
26 effective date of the resignation. A teacher who fails to give such notice, in the absence of justifiable  
27 extenuating circumstances, shall forfeit all tenure status. The Board may waive the thirty (30) days'  
28 notice requirement and permit a teacher to resign in good standing.<sup>5</sup>

29 The conditions under which it is permissible to break a contract with the board are as follows:<sup>6</sup>

- 30 1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified  
31 statement of a physician approved by the board; or
- 32 2.
- 33 3. The release by the Board of the teacher from the contract that the teacher has entered into with  
34 the Board.

35 Any teacher on leave shall notify the Director of Schools in writing at least thirty (30) days prior to the  
36 date of return if the teacher does not intend to return to the position from which he/she has taken leave.  
37 Failure to render such notice may be considered a breach of contract.<sup>7</sup>

1 Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with  
2 the State Board of Education and request the suspension of a teacher's license. After the State Board of  
3 Education has provided the teacher an opportunity for defense during a hearing, the State Board of  
4 Education may suspend the license for no less than thirty (30) days and no more than three hundred  
5 sixty-five (365) days.<sup>8</sup>

## 6 **RETIREMENT**

7 Retirement is a termination of services under conditions that will allow the teacher to draw benefits from  
8 retirement plans and/or Social Security benefits. Teachers eligible for retirement benefits may elect to  
9 retire at any age according to the provisions of the retirement system.

10 Central office personnel shall assist teachers in securing retirement benefits; however, it shall be the  
11 responsibility of the retiring teacher to provide verification of eligibility in writing from Tennessee  
12 Consolidated Retirement System (TCRS) to the central office. It shall be the responsibility of the retiring  
13 teacher to file for benefits.

14 Teachers who retire under TCRS may be employed up to one hundred twenty (120) days per year without  
15 loss of retirement benefits. Retired teachers may substitute teach for additional days if the Director of  
16 Schools certifies in writing to the Division of Retirement that no other qualified personnel are available  
17 to substitute teach.<sup>9</sup>

18 The Director of Schools may employ teachers retired for at least one year for full-time employment as a  
19 kindergarten through twelfth (K-12) grade teacher on a year-to-year basis. Retirement benefits will not  
20 be lost or suspended under certain conditions which include, but are not limited to the following:<sup>10</sup>

- 21 1. The Director of Schools of the employing system shall certify in writing that no other qualified  
22 individuals are available to fill the position;
- 23 2. The Commissioner of Education must certify that the employing school district serves an area  
24 that lacks qualified teachers to serve in the position to be filled;
- 25 3. The retired teacher must hold a valid license and shall not be entitled to tenure status;
- 26 4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave, or  
27 receive medical insurance coverage; and
- 28 5. The salary paid to the retired teacher shall not be less than the rate of compensation set by the  
29 Board for teachers with no experience filling similar positions, or more than eighty-five percent  
30 (85%) of the rate of compensation set by Board for teachers with comparable training and years  
31 of experience filling similar positions.

## Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301(b)(1)(EE), TCA 49-5-512(d)
3. TCA 49-5-511(a)(2)
4. TCA 49-5-511—513
5. TCA 49-5-508(a)
6. TCA 49-5-508(c)
7. TCA 49-5-706
8. TCA 49-5-411(b); Public Acts of 2021, Chapter No. 493
9. TCA 8-36-805
10. TCA 8-36-821

## Cross References

Public Hearings 1.401  
Teacher Tenure 5.117  
Recommendations and File Transfers 5.203

# Elizabethton City Board of Education

|                                                        |                                                                               |                                  |                                 |
|--------------------------------------------------------|-------------------------------------------------------------------------------|----------------------------------|---------------------------------|
| Monitoring:<br><b>Review: Annually,<br/>in January</b> | Descriptor Term:<br><b>Separation Practices for Non-<br/>Tenured Teachers</b> | Descriptor Code:<br><b>5.201</b> | Issued Date:<br><b>08/20/19</b> |
|                                                        |                                                                               | Rescinds:<br><b>5.201</b>        | Issued:<br><b>07/18/17</b>      |

## 1 **SUSPENSION PENDING AN INVESTIGATION<sup>1</sup>**

2 The Director of Schools may suspend a teacher at any time that may seem necessary, pending  
3 investigation, or final disposition of a case before the Board or an appeal. If the matter under investigation  
4 is not the subject of an ongoing criminal investigation or a department of Children's Services  
5 investigation, and if no charges for dismissal have been made, a suspension pending investigation shall  
6 not exceed ninety (90) days in duration. Under no circumstances shall the Director of Schools suspend  
7 a non-tenured teacher with pay. If vindicated or reinstated, the non-tenured teacher shall be paid full  
8 salary for the period of suspension.

## 9 **SUSPENSION OF THREE DAYS OR LESS<sup>2</sup>**

10 A Director of Schools/designee may suspend a teacher for incompetence, inefficiency, neglect of duty,  
11 unprofessional conduct, and insubordination. Before a teacher is suspended, he/she shall be: (1) provided  
12 with written notice, including the reasons for the suspension along with an explanation of the evidence;  
13 (2) given an opportunity to respond to the Director of Schools at a recorded conference, if requested  
14 within five (5) days; and (3) given a written decision of the suspension within ten (10) days. Both parties  
15 may be represented by counsel at the conference, which shall be recorded.

16 Under no circumstances shall the Director of Schools suspend a non-tenured teacher with pay. If  
17 reinstated, the non-tenured teacher shall be paid full salary for the period of suspension unless suspension  
18 without pay is deemed to be an appropriate penalty.

## 19 **DISMISSAL OR SUSPENSION GREATER THAN THREE DAYS<sup>2</sup>**

20 The Director of Schools may dismiss or suspend for more than three (3) days any non-tenured teacher  
21 during the contract year for incompetence, inefficiency, insubordination, improper conduct, or neglect  
22 of duty after giving the non-tenured teacher, in writing, due notice of the charges.

23 The Director of Schools shall give the non-tenured teacher an opportunity for a full and complete hearing  
24 before an impartial hearing officer.

25 The Board will appoint an impartial hearing officer to conduct such hearings. The hearing officer will  
26 hear the case and the teacher shall have the right to:

- 27 1. Be represented by counsel;
- 28 2. Call and subpoena witnesses;
- 29 3. Examine all witnesses; and
- 30 4. Require that all testimony be given under oath.

1 Factual findings and decisions in all dismissal cases shall be reduced to written form and delivered to the  
2 affected teacher within ten (10) working days following the close of the hearing. The teacher may appeal  
3 the decision to the Board within ten (10) working days of the hearing officer rendering the written  
4 decision to the teacher. Written notice of appeal to the Board shall be given to the Director of Schools.  
5 Within twenty (20) working days of receipt of notice, the Director of Schools shall prepare a copy of the  
6 proceedings, including all transcripts and evidence, documentary, or otherwise, and provide the Board a  
7 copy of the same.

8 The Director of Schools shall also have the right to appeal any adverse ruling by the hearing officer in  
9 the same manner as the non-tenured teacher.

10 The Board shall hear the appeal. No new evidence shall be introduced. The non-tenured teacher may  
11 appear in person or be represented by counsel and argue why the decision should be modified or reversed.  
12 The Board shall take one of the following actions:

- 13 1. Sustain the decision;
- 14 2. Send the record back if additional evidence is necessary; or
- 15 3. Revise the penalty or reverse the decision.

16 Before any decision to dismiss is made, a majority of the membership of the Board shall concur in  
17 sustaining the charges. The Board shall render a decision on the appeal within ten (10) working days  
18 after the conclusion of the hearing.

19 Within twenty (20) working days after receipt of notice of the decision of the Board, either party may  
20 appeal to the chancery court in the county where the school system is located. The Board shall provide  
21 the entire record of the hearing to the court.

## 22 **NONRENEWAL**

23 Non-tenured teachers are subject to the same rules and regulations and are entitled to the privileges of  
24 employment enjoyed by tenured teachers except that they have no claim upon continuing employment  
25 or tenure protections.

26 The principal is responsible for discussing deficiencies as part of the evaluation process with the non-  
27 tenured teacher and providing assistance for overcoming these deficiencies.

28 The Director of Schools is under no obligation to re-employ non-tenured teachers at the end of their  
29 contract period. If the Director of Schools determines not to renew the contract of a non-tenured teacher,<sup>+</sup>  
30 the following action shall be taken:

- 31 1. The Board shall be notified at the next regular board meeting; and
- 32 2. Written notice of non-renewal shall be sent to the teacher by certified mail or overnight carrier,  
33 or by email within five (5) business days following the last instructional day for the school year.<sup>3</sup>

## 1 RESIGNATION

2 A teacher shall give the Director of Schools notice of resignation at least thirty (30) days before the  
3 effective date of the resignation.<sup>4</sup> The Board may waive the thirty (30) days-notice requirement and  
4 permit a teacher to resign in good standing.

5 The conditions under which it is permissible to break a contract with the Board are as follows:<sup>5</sup>

- 6 1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified  
7 statement of a physician approved by the board; or
- 8 2. The drafting of a teacher into military service by a selective service board; and
- 9 3. The release by the Board of the teacher from the contract which the teacher has entered into with  
10 the Board.

11 Any teacher on leave shall notify the Director of Schools in writing at least thirty (30) days prior to the  
12 date of return if the teacher does not intend to return to the position from which he/she has taken leave.  
13 Failure to render such notice may be considered a breach of contract.<sup>6</sup>

14 Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with  
15 the State Board of Education and request the suspension of a teacher's license. After the State Board of  
16 Education has provided the teacher an opportunity for defense during a hearing, the State Board of  
17 Education may suspend the license for no less than thirty (30) days and no more than three hundred  
18 sixty-five (365) days.<sup>7</sup>

## 19 RETIREMENT

20 Retirement is a termination of services under conditions which will allow the teacher to draw benefits  
21 from retirement plans and/or social Security benefits.

22 Teachers eligible for retirement benefits may elect to retire at any age according to the provisions of the  
23 retirement system. Central office personnel shall assist teachers in securing retirement benefits; however,  
24 it shall be the responsibility of the retiring teacher to provide verification of eligibility in writing from  
25 the Tennessee Consolidated Retirement System (TCRS) to the central office. It shall be the responsibility  
26 of the retiring teacher to file for benefits.

27 Teachers who retire under TCRS may be employed up to one hundred twenty (120) days per year without  
28 loss of retirement benefits. Retired teachers may substitute teach for additional days if the Director of  
29 Schools certifies in writing to the Division of Retirement that no other qualified personnel are available  
30 to substitute teach.<sup>8</sup>

31 The Director of Schools may employ teachers retired for at least one (1) year for full-time employment  
32 as a Kindergarten through twelfth grade (K-12) teacher on a year-to-year basis. Retirement benefits will  
33 not be lost or suspended under certain conditions which include, but are not limited to, the following<sup>9</sup>

- 34 1. The Director of Schools of the employing district shall certify in writing that no other qualified  
35 individuals are available to fill the position;
- 36 2. The Commissioner of Education shall certify that the employing school district serves an area  
37 that lacks qualified teachers to serve in the position to be filled;

- 1        3. The retired teacher shall hold a valid license and shall not be entitled to tenure status;
- 2        4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave or
- 3        receive medical insurance coverage; and
- 4        5. The salary paid to the retired teacher shall not be less than the rate of compensation set by the
- 5        Board for teachers with no experience filling similar positions, nor more than eighty-five percent
- 6        (85%) of the rate of compensation set by Board for teachers with comparable training and years
- 7        of experience filling similar positions.

8        *(Note: Nonrenewal of non-tenured teachers after the contract year is not suspension or dismissal and*  
9        *does NOT follow the suspension/dismissal guidelines outlined in this policy. Rather, nonrenewal of non-*  
10       *tenured teachers after the contract year follows the nonrenewal guidelines outlined in this policy.)*

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Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301(b)(1)(EE); TCA 49-5-512
3. TCA 49-5-409; Public Acts of 2021, Chapter No. 378
4. TCA 49-5-508
5. TCA 49-5-411(a)
6. TCA 49-5-706
7. TCA 49-5-411(b); Public Acts of 2021, Chapter No. 493
8. TCA 8-36-805
9. TCA 8-36-821

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Cross References

- Public Hearings 1.401  
Teacher Tenure 5.117  
Recommendations and File Transfers 5.203

# Elizabethton City Board of Education

|                                                      |                                             |                                  |                                 |
|------------------------------------------------------|---------------------------------------------|----------------------------------|---------------------------------|
| Monitoring:<br><b>Review: Annually,<br/>in April</b> | Descriptor Term:<br><br><b>Home Schools</b> | Descriptor Code:<br><b>6.202</b> | Issued Date:<br><b>02/17/06</b> |
|                                                      |                                             | Rescinds:                        | Issued:                         |

1 *General*

2

3 A home school is a school conducted by parent(s)/guardian(s) for their own children. Home schools  
4 which teach K-12 where the parent(s)/guardian(s) are associated with an organization that conducts  
5 church-related schools<sup>1</sup> are exempt from the following provisions but shall follow procedures issued by  
6 the State Department of Education.

7 A parent/guardian wishing to conduct a home school shall meet the following requirements:<sup>2</sup>

8 1. Provide notice to the Director of Schools before the commencement of each school year of the  
9 intent to conduct a home school;

10

11 2. Submit to the Director of Schools the name, number, age, grade level of children involved,  
12 location of the school, curriculum to be offered, proposed hours of instruction, qualifications  
13 of the parent/teacher,

14

15 3. Maintain attendance records, subject to inspection ~~of the local~~ by the Director of Schools;

16

17 4. Submit attendance records to the Director of Schools at the end of each school year;

18

19 5. Provide instruction for at least four (4) hours per day for the same number of instructional days  
20 as are required by state law<sup>3</sup>;

21

22 6. Possess a high school diploma or GED or HiSET;<sup>4</sup>

23

24 7. Parents shall upon request furnish documentation verifying custody/guardianship of child being  
25 home schooled;

26

27 8. Cooperate in the administration to home school students of appropriate tests by the  
28 Commissioner of Education/designee or by a professional testing service in grades five (5),  
29 seven (7), and nine (9);

30

- 1       9.    Take actions according to state law if home school student falls behind appropriate grade level;
- 2
- 3       10.   Submit proof to the Director of Schools that the home school student has been vaccinated as
- 4         required by law;<sup>5</sup>
- 5
- 6       11.   Submit proof to the Director of Schools that other health services and examinations as required
- 7         by state law have been received by the home school student; and
- 8
- 9       12.   In the event of illness or inadequacy of the home school parent-teacher to teach a specific
- 10       subject, employ a tutor having the same qualifications as required of parent/teacher.

11   If one or more of these requirements are not met, the Board authorizes the Director of Schools to take  
12   formal action to bring the child into compliance with the compulsory attendance law (until the child has  
13   reached age seventeen (17), either in the home school or in a public, private, or church-related school).

#### 14   **FACILITIES USE**

15

16   School facilities shall be available for home school instruction only when *all* of the following conditions  
17   exist:

- 18       1.    Special needs courses are being taught which require services unavailable to the home school  
19         student;
- 20
- 21       2.    These services cannot be provided through any means other than the public schools;
- 22
- 23       3.    Requests for services are made known by the home school parent when notice is given to the  
24         Director of Schools of the intent to conduct a home school;
- 25
- 26       4.    The Director of Schools investigates request and make recommendations to the Board;
- 27
- 28       5.    No overcrowding, additional expenses, including providing transportation, or other special  
29         situations which interfere with the normal operation of the school district shall be incurred; and
- 30
- 31       6.    Approval by the Board on a case-by-case basis.

32

#### 33   **RECORD ACCESS**

34

1 The Director of Schools, through the Attendance Supervisor, shall have the attendance records of the  
2 home school inspected at least two (2) times each school year in order to provide assistance in  
3 implementing the compulsory attendance law.

4 **STUDENT PERFORMANCE<sup>6</sup>**

5

6 The Director of Schools shall develop administrative procedures regarding necessary consultations with  
7 home school parents in regard to student performance.

---

Legal References

1. TCA 49-50-801(a)
2. TCA 49-6-3050(b)
3. TCA 49-6-3004(a)
4. Public Acts of 2021, Chapter No. 493
5. TCA 49-6-5001
6. TCA 49-6-3050(b)(6)

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Cross References

Compulsory Attendance Ages 6.201

# Elizabethton City Board of Education

|                                                      |                                                |                                  |                                 |
|------------------------------------------------------|------------------------------------------------|----------------------------------|---------------------------------|
| Monitoring:<br><b>Review: Annually,<br/>in March</b> | Descriptor Term:<br><br><b>Code of Conduct</b> | Descriptor Code:<br><b>6.300</b> | Issued Date:<br><b>11/19/19</b> |
|                                                      |                                                | Rescinds:<br><b>6.300</b>        | Issued:<br><b>08/21/18</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.<sup>1</sup> 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.<sup>2</sup> The development of each code  
5 shall involve principals and staff members of each level and shall be based on evidence-based  
6 behaviors supports and interventions.<sup>3</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>4</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 have the authority to enforce the code of conduct<sup>3</sup> and shall  
12 ensure that disciplinary measures are implemented in a manner that:<sup>5</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**. Principals shall use appropriate discipline management  
26 techniques when enforcing the code of conduct.

## 27 **MISBEHAVIORS: Level I**

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

31 *Examples (not an exclusive listing):*

- 32 • Classroom disturbances

- 1 • Classroom tardiness
- 2 • Cheating and lying
- 3 • Abusive language
- 4 • Failure to do assignments or carry out directions
- 5 • Wearing, while on the grounds of a public school during the regular school day,
- 6 clothing that exposes underwear or body parts in an indecent manner that disrupts the
- 7 learning environment <sup>6</sup>
- 8 • Victimization of any student (harassment (sexual, racial, ethnic, religious), bullying,
- 9 cyber-bullying, and/or hazing)

10 *Disciplinary Procedures:*

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

17 *Disciplinary Options:*

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

29 **MISBEHAVIORS: Level II**

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

34 *Examples (not an exclusive listing):*

- 35 • Continuation of unmodified Level I misbehaviors
- 36 • Using forged notes or excuses
- 37 • Disruptive classroom behavior

1            *Disciplinary Procedures:*

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

9            *Disciplinary Options:*

- 10           • Teacher/schedule change
- 11           • Peer counseling
- 12           • Referral to outside agency
- 13           • In-school suspension
- 14           • Transfer
- 15           • Detention
- 16           • Suspension from school-sponsored activities or from riding school bus
- 17           • Out-of-school suspension
- 18           • RTI<sup>2</sup>B
- 19

20    **MISBEHAVIORS: Level III**

21    This level includes acts directly against persons or property but whose consequences do not seriously

22    endanger the health or safety of others in the school.

23            *Examples (not an exclusive listing):*

- 24           • Continuation of unmodified Level I and II misbehaviors
- 25           • Fighting
- 26           • Vandalism (minor)
- 27           • Use, possession, sale, distribution, and/or being under the influence of tobacco, or
- 28           alcohol
- 29           • Use, possession, sale, or distribution of drug paraphernalia
- 30           • Use, sale, distribution, and/or being under the influence of drugs
- 31           • Stealing
- 32           • Threats to others
- 33           • Victimization of any student (harassment (sexual, racial, ethnic, religious), bullying,
- 34           cyber-bullying, and/or hazing)

35            *Disciplinary Procedures:*

- 1           • The student is referred to principal for appropriate disciplinary action.
- 2           • The principal meets with student and staff member.
- 3           • The principal hears accusation and allows the student the opportunity to explain his/her
- 4           conduct.
- 5           • The principal takes appropriate disciplinary action and notifies the staff member of the
- 6           action.
- 7           • The principal may refer incident to Director of Schools and make recommendations for
- 8           consequences.
- 9           • The record of offense and disciplinary action shall be maintained by principal.

10           *Disciplinary Options:*

- 11           • In-school suspension
- 12           • Detention
- 13           • Restitution from loss, damage or stolen property
- 14           • Out-of-school suspension
- 15           • Social adjustment classes
- 16           • Transfer
- 17           • RTI<sup>2</sup>B

18           **MISBEHAVIORS: Level IV**

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

23           If a student's action poses a threat to the safety of others in the school, a teacher, principal, school  
24           employee, or school bus driver may use reasonable force when necessary to prevent bodily harm or  
25           death to another person.<sup>7</sup>

26           *Examples (not an exclusive listing):*

- 27           • Continuation of unmodified Level I, II and III misbehaviors
- 28           • Death threat
- 29           • Extortion
- 30           • Bomb threat
- 31           • Possession, use, and/or transfer of dangerous weapons
- 32           • Assault that results in bodily injury upon any teacher, principal, administrator, any other
- 33           employee of the school, or a school resource officer\*
- 34           • Aggravated assault\*
- 35           • Vandalism
- 36           • Theft, possession, and/or sale of stolen property
- 37           • Arson
- 38           • Possession of unauthorized substances (e.g. any controlled substance, controlled
- 39           substance analogue, or legend drug)\*

- 1           • Use or transfer of unauthorized substances
- 2           • Victimization of any student (harassment (sexual, racial, ethnic, religious), bullying,
- 3           cyber-bullying, and/or hazing)
- 4           • Electronic threat to cause bodily injury or death to another student or school employee

5           *Disciplinary Procedures:*

- 6           • The principal confers with appropriate staff members and with the student.
- 7           • The principal hears accusations and allows the student the opportunity to explain his/her
- 8           conduct.
- 9           • The parent(s)/guardian(s) are notified.
- 10          • Law enforcement officials are contacted.
- 11          • The incident is reported and recommendations made to the Director of Schools.
- 12          • The principal notifies the staff members of the resolution.
- 13          • If the student's placement is to be changed, adequate notice of the charges shall be
- 14          given to the student and his/her parent(s)/guardian(s) and his/her right to appear at a
- 15          hearing.

16          *Disciplinary Options*

- 17          • Other hearing authority or Board action which results in appropriate placement
- 18          • RTI<sup>2</sup>B

19

20        \*Designates zero tolerance offenses

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Legal References

1. TCA 49-6-4005
2. TCA 49-6-3024
3. Public Acts of 2021, Chapter No. 77
4. TCA 49-6-4002
5. TCA 49-6-4109
6. TCA 49-6-4009
7. TCA 49-6-4008

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Cross References

Traffic and Parking Controls 3.403  
 Procedural Due Process 6.302  
 Student Discrimination, Harassment, Bullying,  
 Cyber-bullying, and Intimidation 6.304  
 Title IX & Sexual Harassment 6.3041  
 Interference/Disruption of School Activities 6.306  
 Bus Safety and Conduct 6.308  
 Zero Tolerance Offenses 6.309  
 Dress Code 6.310  
 Corporal Punishment 6.314  
 Detention 6.315  
 Suspension 6.316  
 Safe Relocation of Students 6.4081



# Elizabethton City Board of Education

|                                                      |                                                                             |                                  |                                 |
|------------------------------------------------------|-----------------------------------------------------------------------------|----------------------------------|---------------------------------|
| Monitoring:<br><b>Review: Annually,<br/>in April</b> | Descriptor Term:<br><b>Interference/Disruption of School<br/>Activities</b> | Descriptor Code:<br><b>6.306</b> | Issued Date:<br><b>01/16/14</b> |
|                                                      |                                                                             | Rescinds:<br><b>6.306</b>        | Issued:<br><b>08/16/01</b>      |

1 *General*

2

3 A student shall not engage in conduct which causes the disruption or interference with the operation of  
4 the school while on school property, in school vehicles or buses, or at school-sponsored events,  
5 whether on or off campus. The student shall not urge other students to engage in such conduct.

6 Employees are authorized to take reasonable measures to establish appropriate school behavior and  
7 have the authority to control the conduct of any student while under the supervision of the school  
8 district.<sup>1</sup>

9 A student may receive disciplinary action ranging from verbal reprimand to suspension and/or expulsion  
10 depending on the severity of the offense and the student's prior record.<sup>2</sup>

11

12 **REMOVAL OF STUDENT<sup>3</sup>**

13 If a student repeatedly or substantially interferes with the learning environment, the teacher may  
14 submit a written request along with the required documentation to the principal/designee to remove the  
15 student from the teacher's classroom. The student will be given notice of the rationale for the request  
16 as well as the opportunity to offer an explanation.

17 The principal/designee will investigate the request and make a decision regarding the student's  
18 placement. The principal will notify the teacher as to his/her decision.

19 If a teacher abuses or overuses the student removal process, the principal/designee shall address the  
20 abuse or overuse with the teacher and may require the teacher to complete additional professional  
21 development to improve the teacher's classroom management skills.

22 *Appeal Process*

23 If the teacher's request for removal is denied, he/she may file an appeal with the Director of  
24 Schools/designee. He/she will review the teacher's request for removal as well as the decision of the  
25 principal/designee and make a determination as to the student's placement.

26

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Legal References

1. TCA 49-6-4102
2. TCA 49-6-3401
3. Public Acts of 2021, Chapter No. 77

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Cross References

Code of Conduct 6.300  
Suspension 6.316  
Safe Relocation of Students 6.4081

# Elizabethton City Board of Education

|                                                    |                                                        |                                   |                                 |
|----------------------------------------------------|--------------------------------------------------------|-----------------------------------|---------------------------------|
| Monitoring:<br><b>Review: Annually,<br/>in May</b> | Descriptor Term:<br><b>Safe Relocation of Students</b> | Descriptor Code:<br><b>6.4081</b> | Issued Date:<br><b>09/20/12</b> |
|                                                    |                                                        | Rescinds:                         | Issued:                         |

1 Teachers who are directly responsible for a student’s education or other employees who interact with  
2 students on a professional basis may relocate a student from the student’s present location to another  
3 location when such relocation is necessary for the student’s safety or the safety of others.<sup>1</sup> If relocation  
4 is necessary, the process will comply with all special education laws. Such employees may also  
5 intervene in a physical altercation between two (2) or more students or between a student and a district  
6 employee. Reasonable or justifiable force may be used to physically relocate or intervene in a conflict  
7 if a student is unwilling to cooperate.<sup>2</sup> If an employee is unable to resolve the matter with the use of  
8 reasonable or justifiable force, the student shall be allowed to remain in place until local law enforcement  
9 officers or school resource officers can be summoned to relocate the student or take the student into  
10 custody until a parent /guardian can retrieve the student.

11 In the event that physical relocation becomes necessary, the employee shall immediately file a brief  
12 report of the incident with the principal. If the student's behavior constitutes a violation of the Board's  
13 zero tolerance policy, the report shall be placed in the student's permanent record. Otherwise, the report  
14 shall be kept in the student's discipline record, and not become a part of that student's permanent record.  
15 The principal/designee shall notify the teacher involved of the actions taken to address the behavior of  
16 the relocated student.<sup>1</sup>

17 The Director of Schools shall develop administrative procedures regarding the safe relocation of students  
18 consistent with state law. Each principal shall fully support the employees' authority to relocate a student  
19 and ensure appropriate implementation and reporting.

---

#### Legal References

1. Public Acts of 2021, Chapter No. 77
2. TCA 39-11-603; TCA 39-11-609 to 614

#### Cross References

- Code of Conduct 6.300
- Interference/Disruption of School Activities 6.306
- Zero Tolerance Offenses 6.309
- Special Education Students 6.500

# Elizabethton City Board of Education

|                                                      |                                                  |                                  |                                 |
|------------------------------------------------------|--------------------------------------------------|----------------------------------|---------------------------------|
| Monitoring:<br><b>Review: Annually,<br/>in March</b> | Descriptor Term:<br><b>Alternative Education</b> | Descriptor Code:<br><b>6.319</b> | Issued Date:<br><b>07/21/20</b> |
|                                                      |                                                  | Rescinds:<br><b>6.319</b>        | Issued:<br><b>04/11/18</b>      |

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

2 The Board shall operate an alternative program for students in grades seven through twelve (7-12) who  
3 have been suspended or expelled from regular school programs.

4 An alternative program is a short-term intervention program designed to provide educational services  
5 outside the regular school program for students who have been suspended or expelled. Alternative  
6 programs may be located within the regular school or be a self-contained program within a school.  
7 Alternative programs shall include, but are not limited to, the following: in-school suspension.

8 The alternative programs shall be operated in accordance with state laws and the rules of the State  
9 Board of Education, and instruction shall proceed as nearly as practicable in accordance with the  
10 instructional program at the student's regular school or be a self-contained program within a school.  
11 The Director of Schools shall develop procedures that provide appropriate educational opportunities  
12 for all students assigned to the alternative program. These educational opportunities shall adhere to  
13 Tennessee's academic standards.<sup>2</sup>

14 **ASSIGNMENT**

15 Students who have been suspended for more than ten (10) days or expelled shall be assigned to the  
16 alternative program if there is staff and space available.<sup>3</sup> Availability of staff and space shall be  
17 determined at the time the disciplinary decision is rendered. The Director of Schools/designee shall make  
18 this determination by evaluating factors including, but not limited to, the following:

- 19 1. Level of supervision available;
- 20
- 21 2. Safety considerations; and
- 22
- 23 3. Type of infraction.

24 The Director of Schools/designee is not required to assign a student to the alternative program if the  
25 student committed one of the following:

- 26 1. A zero tolerance offense;<sup>4</sup> or
- 27
- 28 2. An offense of violence or threatened violence, or an offense that threatened the safety of other  
29 students at the school, if the location of the alternative school or program is on the same grounds  
30 as the school from which the student was disciplined.<sup>5</sup>

31

1 Consideration to assign these students to the alternative program will be determined by the Director of  
2 Schools/designee on a case-by-case basis.

3 Prior to the assignment of the student to an alternative program, the Director of Schools/designee shall  
4 provide written notice to the student's parent/guardian stating the reason for the student's placement.<sup>6</sup>

5 Placement in an alternative education setting shall be reserved for students who significantly disrupt  
6 the educational process. If a student has an active Individualized Education Plan, a 504 plan, or is  
7 suspected of having a disability, all state and federal laws, rules, and regulations related to special  
8 education shall be followed. The Director of Schools/designee shall develop procedures regarding  
9 placement of students in the program, taking into consideration the impact of exclusionary discipline  
10 practices.<sup>7</sup>

11 The Director of Schools/designee shall monitor and regularly evaluate the academic progress of each  
12 student enrolled in an alternative program.

### 13 **REMOVAL<sup>8</sup>**

14 A student may be removed from the alternative program if:

- 15 1. He/she violates the rules of the alternative program; or
- 16 17 2. He/she is not benefitting from the assignment and all interventions have been exhausted  
18 unsuccessfully.

### 19 **ADDITIONAL OFFENSES<sup>8</sup>**

20 Any new disciplinary offense committed during a student's original suspension or expulsion period  
21 shall be treated as a new and separate offense. These offenses shall not constitute an extension of the  
22 original suspension or expulsion.

### 23 **ADDITIONAL OFFENSES<sup>9</sup>**

24 Any new disciplinary offense committed during a student's original suspension or expulsion period  
25 shall be treated as a new and separate offense. These offenses shall not constitute an extension of the  
26 original suspension or expulsion.

### 27 **TRANSITION PLANS<sup>10</sup>**

28 The Director of Schools/designee shall develop procedures regarding the implementation of transition  
29 plans for the integration of students entering and exiting the program.

## Legal References

1. TCA 49-6-3402;TRR/MS 0520-01-02-.09
2. TRR/MS 0520-01-02-.09(9)(a)
3. TCA 49-6-3402(c)(1)(A)
4. TRR/MS 0520-01-02-.09(6)(a); TCA 49-6-3402(c)(1)(B)
5. Public Acts of 2021, Chapter No. 229
6. TRR/MS 0520-01-02-.09(9)(i)
7. TRR/MS 0520-01-02-.09(9)(h)
8. TCA 49-6-3402(c)(2)(A)
9. TRR/MS 0520-01-02-.09(9)(g)(2)
10. TRR/MS 0520-01-02-.09(9)(m)

## Cross References

Special Education 4.202  
Suspension 6.316  
Student Disciplinary Hearing Authority 6.317  
Special Education Students 6.500

# Elizabethton City Board of Education

|                                                      |                                                                        |                                  |                                 |
|------------------------------------------------------|------------------------------------------------------------------------|----------------------------------|---------------------------------|
| Monitoring:<br><b>Review: Annually,<br/>in April</b> | Descriptor Term:<br><b>Physical Examinations and<br/>Immunizations</b> | Descriptor Code:<br><b>6.402</b> | Issued Date:<br><b>01/21/21</b> |
|                                                      |                                                                        | Rescinds:<br><b>6.402</b>        | Issued:<br><b>02/17/05</b>      |

## 1 **PHYSICAL EXAMINATIONS<sup>1</sup>**

2 The principal shall ensure that there is a complete physical examination of each student prior to:<sup>2</sup>

- 3 1. Entering school for the first time; and
- 4
- 5 2. Participation as a member of any athletic team or in any other strenuous physical activity
- 6 program.

7 Cost of the examination shall be covered by the parent/guardian of the student. These records shall be  
8 on file in the principal's office.

9 Screening tests as required by the Tennessee Department of Education and the Department of Health  
10 will be conducted. Parent(s)/Guardian(s) will receive written notice of any screening result that indicates  
11 a condition that might interfere with a student's progress. The school district will not conduct physical  
12 examinations of a student without parental consent or by court order, unless the immediate health or  
13 safety of the student or others is in question.<sup>3</sup>

## 14 **IMMUNIZATIONS**

15 Students will not be permitted to attend school without proof of immunization as determined by the  
16 Commissioner of Health unless circumstances outlined in state or federal law prevent a student from  
17 producing such records. It is the responsibility of the parent(s)/guardian(s) to have their children  
18 immunized and to provide such proof to the principal of the school which the student is to attend.<sup>4</sup>

19 Exceptions will be granted to any student whose parent/guardian files with school authorities a signed,  
20 written statement that such measures conflict with one of the following:

- 21 1. His/her religious tenets and practices if in the absence of an epidemic or immediate threat of an  
22 epidemic, except in the event of a COVID-19 or any variant outbreak;<sup>5</sup> or
- 23
- 24 2. Due to medical reasons if the student has a written statement from his/her doctor excusing  
25 him/her from the immunization.<sup>6</sup>

- 1 The Director of Schools shall ensure that appropriate immunization records are maintained for each
- 2 student.

---

Legal References

1. 20 USCA § 1232h(c)
2. TRR/MS 0520-01-13-.01(1)(a)
3. Tennessee School Health Screening Guidelines,  
[https://www.tn.gov/content/dam/tn/education/csh/csh\\_school\\_health\\_screening\\_guidelines.pdf](https://www.tn.gov/content/dam/tn/education/csh/csh_school_health_screening_guidelines.pdf); 20 USCA § 1232h(c)(2)(C)
4. TCA 49-6-5001(a),(c)
5. TCA 49-6-5001(b)(2); Public Acts of 2021, Chapter No. 513
6. TCA 49-6-5001(c)(2)

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Cross References

Promoting Student Welfare 6.400

# Elizabethton City Board of Education

|                                                         |                                                  |                                  |                                 |
|---------------------------------------------------------|--------------------------------------------------|----------------------------------|---------------------------------|
| Monitoring:<br><b>Review: Annually,<br/>in November</b> | Descriptor Term:<br><b>Homebound Instruction</b> | Descriptor Code:<br><b>4.206</b> | Issued Date:<br><b>10/23/18</b> |
|                                                         |                                                  | Rescinds:<br><b>4.206</b>        | Issued:<br><b>04/17/18</b>      |

1 The homebound instruction program is for students who because of a medical condition are unable to  
2 attend the regular instructional program.<sup>1</sup> The homebound instruction program shall consist of three (3)  
3 hours of instruction per week while school is in session for a period of time determined, on a case-by-  
4 case basis, by the district.

5 To qualify for this program, a student shall have a medical condition that will require the student to be  
6 absent for a minimum of ten (10) consecutive instructional days, or for an aggregate of at least ten (10)  
7 instructional days for a student who has a chronic medical condition. The student shall be certified by  
8 his/her treating physician as having a medical condition that prevents him/her from attending regular  
9 classes. The services provided to the homebound student shall reflect the student's capabilities and be  
10 determined by the homebound instructor, after consultation with appropriate professional staff of the  
11 student's assigned school.

12 Recertification shall be obtained after the expiration of each period of homebound instruction if the  
13 student's treating physician certifies, in writing, that the student has a medical condition that prevents  
14 him/her from returning to regular classes.

## 15 **COVID-19 QUARANTINE<sup>2</sup>**

16 Students on homebound instruction who are temporarily quarantined due to a positive COVID-19 test  
17 result or possible exposure to COVID-19 may participate in remote instruction during the period of  
18 quarantine only.

---

### Legal References

1. TCA 49-10-1101; TRR/MS 0520-01-02-.10
2. TRR/MS 0520-01-13-.01(d)(1)

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### Cross References

Alternative Credit Options 4.209  
Virtual Education Program 4.212  
Student Communicable Diseases 6.403  
Acquired Immune Deficiency Syndrome 6.404

# Elizabethton City Board of Education

|                                                  |                                       |                                  |                                 |
|--------------------------------------------------|---------------------------------------|----------------------------------|---------------------------------|
| Monitoring:<br><b>Review: Annually, in April</b> | Descriptor Term:<br><b>Attendance</b> | Descriptor Code:<br><b>6.200</b> | Issued Date:<br><b>08/20/19</b> |
|                                                  |                                       | Rescinds:<br><b>6.200</b>        | Issued:<br><b>10/23/18</b>      |

1 Attendance is a key factor in student achievement and therefore, students are expected to be present each  
2 day school is in session.

3 The Director of Schools/designee shall ensure that this policy is posted in each school building and  
4 disseminated to all students, parents(s)/guardian(s), teachers, and administrative staff.

5 The Attendance Supervisor shall oversee the entire attendance program which shall include:<sup>1</sup>

- 6 1. All accounting and reporting procedures and their dissemination;
- 7 2. Alternative program options for students who severely fail to meet minimum attendance  
8 requirements;
- 9 3. Ensuring that all school age children attend school;
- 10 4. Providing documentation of enrollment status upon request for students applying for new or  
11 reinstatement of driver's permit or license; and
- 12 5. Notifying the Department of Safety whenever a student with a driver's permit or license  
13 withdraws from school or fails to maintain satisfactory academic progress.<sup>2</sup>  
14

15 Student attendance records shall be given the same level of confidentiality as other student records. Only  
16 authorized school officials with legitimate educational purposes may have access to student information  
17 without the consent of the student or parent(s)/guardian(s).<sup>3</sup>

18 Absences shall be classified as either excused or unexcused as determined by the principal/designee.  
19 Excused absences shall include:<sup>4</sup>

- 20 1. Personal illness/injury;
- 21 2. Illness of immediate family member;
- 22 3. Death in the family;
- 23 4. Extreme weather conditions;
- 24 5. Religious observances;<sup>5</sup>
- 25 6. Pregnancy;
- 26
- 27
- 28
- 29
- 30

**Commented [MN1]:** From TSBA: Public Chapter 223 changes the tiers of the progressive truancy plan. Under this new law, Tier I applies to all students. We have updated this policy to align with these changes.

- 1
- 2 7. School endorsed activities;
- 3
- 4 8. Summons, subpoena, or court order; or
- 5
- 6 9. Circumstances which in the judgment of the principal create emergencies over which the
- 7 student has no control.

8 The principal shall be responsible for ensuring that:<sup>6</sup>

- 9 1. Attendance is checked and reported daily for each class;
- 10
- 11 2. Daily absentee sheets contain sign in/sign out sheets and indicate students present or absent
- 12 for the majority of the day;
- 13
- 14 3. All student absences are verified;
- 15
- 16 4. Written excuses are submitted for absences and tardiness;
- 17
- 18 5. System-wide procedures for accounting and reporting are followed.

## 16 TRUANCY

17 Annually, the Director of Schools/designee will provide written notice to parent(s)/guardian(s) that  
18 attendance at school is required. Students shall be present at least fifty percent (50%) of the scheduled  
19 school day in order to be counted present. Students may attend part-time days, alternating days, or for a  
20 specific amount of time as indicated in their Individualized Education Plan or 504 Plan and shall be  
21 considered present for school attendance purposes. If a student is required to participate in a remedial  
22 instruction program outside of the regular school day where there is no cost to the parent(s)/guardian(s)  
23 and the school district provides transportation, unexcused absences from these programs shall be  
24 reported in the same manner.<sup>7</sup>

25 A student who is absent five (5) days without adequate excuse shall be reported to the Director of  
26 Schools/designee who will, in turn, provide written notice to the parent(s)/guardian(s) of the student's  
27 absence. If a parent/guardian does not provide documentation within adequate time excusing those  
28 absences, or request an attendance hearing, then the Director of Schools shall implement the progressive  
29 truancy intervention plan described below prior to referral to juvenile court.

### 30 *Progressive Truancy Intervention Plan*<sup>8</sup>

31 Tier I of the progressive truancy plan shall apply to all students within the district and include schoolwide  
32 prevention-oriented supports to assist with satisfactory attendance. These supports shall include, but are  
33 not limited to, RTI<sup>2</sup>-B supports.

1 Tier II of the progressive truancy plan shall be implemented after the student accumulates five (5)  
2 unexcused absences, but before referral to juvenile court, and includes the following:

- 3 1. A conference with the student and the student's parent(s)/guardian(s);  
4
- 5 2. An attendance contract, based on the conference, signed by the student, the parent(s)/guardian(s),  
6 and the Attendance Supervisor/designee. The contract shall include:  
7
  - 8 a. A specific description of the school's attendance expectations for the student;
  - 9 b. The period for which the contract is effective; and
  - 10 c. Penalties for additional absences and alleged school offenses, including additional  
11 disciplinary action and potential referral to juvenile court.  
12
- 13 3. Regularly scheduled follow-up meetings to discuss the student's progress; and  
14
- 15 4. A school employee shall conduct an individualized assessment detailing the reasons a student  
16 has been absent from school. The employee may refer the student to counseling, community-  
17 based services, or other services to address the student's attendance problems.

18 Tier III shall be implemented if the truancy interventions under Tier II are unsuccessful. Tier III shall  
19 consist of the following interventions: Scheduled to report back in front of Elizabethton City Schools  
20 Truancy Board, At Risk Cohort Meeting with school counselor or school administrator, Individual  
21 Assessment by school counselor or school administrator and/or possible Department of Children  
22 Services referral. The interventions shall address students' needs in an age-appropriate manner.  
23 Finalized plans shall be approved by the Director of Schools/designee.

#### 24 **NON-SCHOOL SPONSORED EXTRACURRICULAR ACTIVITY<sup>9</sup>**

25 A principal/designee may excuse a student to participate in non-school sponsored extracurricular  
26 activities. The principal shall document the approval in writing and shall excuse no more than ten (10)  
27 absences each school year. No later than seven (7) business days prior to the student's absence, the  
28 student shall provide documentation to the school as proof of the student's participation along with a  
29 written request for the excused absence from the student's parent/guardian. The request shall include  
30 the following:

- 31 1. Student's name and personal identification number;  
32
- 33 2. Student's grade;  
34
- 35 3. The dates of the student's absence;  
36
- 37 4. The reason for the student's absence; and  
38
- 39 5. The signatures of the student and parent/guardian.

#### 40 **RELEASED TIME COURSE<sup>10</sup>**

1 A principal/designee may excuse a student to attend a course in religious moral instruction for up to  
2 one (1) class period per school day. Students shall not be excused during any class which requires an  
3 examination for state or federal accountability purposes.

4 The student shall submit a written consent form signed by the student's parent/guardian prior to  
5 participation in the released time course. The principal/designee shall document the approval in  
6 writing. The student shall provide documentation to the principal/designee as proof of the student's  
7 participation in the released time course.

8 The district shall not be responsible for transporting students to and from the place of instruction.

9 Upon submission of the student's transcript from the entity that provided the released time course, the  
10 student may be awarded one-half (1/2) unit of elective credit. The Director of Schools shall develop  
11 procedures with secular criteria for determining whether credit shall be awarded.

#### 12 **MAKE-UP WORK**

13 Students shall be allowed to complete make-up work for excused absences. Parents and students  
14 should refer to their child's school handbook for procedures on requesting and completing make-up  
15 work.

#### 16 **STATE-MANDATED TESTS/END OF COURSE EXAMS**

17 Students who are absent the day of the scheduled end-of-course (EOC) exams shall present a signed  
18 doctor's excuse or have been given an excused release by the principal prior to testing to receive an  
19 excused absence. Students who have excused absences will be allowed to take a make-up exam.  
20 Excused students will receive an incomplete in the course until they have taken the End of Course Exam.

21 Students who have an unexcused absence shall receive a failing grade on the EOC exam which shall be  
22 averaged into their final grade.

#### 23 **CREDIT/PROMOTION DENIAL**

24 Credit/promotion denial determinations may include student attendance; however, student attendance  
25 may not be the sole criterion.<sup>11</sup> If attendance is a factor, prior to credit/promotion denial, the following  
26 shall occur:

- 27 1. The student and the parent(s)/guardian(s) shall be advised if the student is in danger of  
28 credit/promotion denial due to excessive absenteeism; and
- 29 2. Procedures in due process are available to the student when credit or promotion is  
30 denied.  
31

#### 32 **DRIVER'S LICENSE REVOCATION<sup>2</sup>**

33 A student who has more than ten (10) consecutive or fifteen (15) unexcused absences during any  
34 semester or fails to maintain satisfactory academic progress shall be ineligible to retain a driver's permit  
35 or license

1 In order to qualify for reclaiming a driver's permit or license, the student shall return to school and must  
2 make a passing grade in at least three (3) full unit subjects or their equivalency at the conclusion of a  
3 subsequent grading period or become eighteen (18) years of age.

#### 4 **ATTENDANCE HEARING<sup>12</sup>**

5 Students with excessive (more than five (5)) unexcused absences or those in danger of credit/promotion  
6 denial shall have the opportunity to appeal to an attendance hearing committee appointed by the  
7 principal. If the student chooses to appeal, the student or his/her parent(s)/guardian(s) shall be provided  
8 written or actual notice of the appeal hearing and shall be given the opportunity to address the committee.  
9 The committee will conduct a hearing to determine if any extenuating circumstances exist to excuse an  
10 absence(s) or to determine if the student has met attendance requirements that will allow him/her to pass  
11 the course or be promoted. Upon notification of the attendance committee decision, the principal shall  
12 send written notification to the Director of Schools/designee and the parent(s)/guardian(s) of the student  
13 of any action taken regarding the excessive unexcused absences. The notification shall advise  
14 parent(s)/guardian(s) of their right to appeal such action within two (2) school days to the Director of  
15 Schools/designee.

16 The appeal shall be heard no later than ten (10) school days after the request for appeal is received.

17 Within five (5) school days of the Director of Schools/designee rendering a decision, the student's  
18 parent(s)/guardian(s) may request a hearing by the Board, and the Board shall review the record.  
19 Following the review, the Board may affirm or overturn the decision of the Director of Schools/designee.  
20 The action of the Board shall be final.

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#### Legal References

1. TCA 49-6-3006
2. TCA 49-6-3017(c)
3. 20 USCA § 1232g
4. TRR/MS 0520-01-02-.17(5); State Board of Education Policy 4.100
5. TCA 49-6-2904(b)(5)
6. TCA 49-6-3007
7. TCA 49-6-3021
8. TCA 49-6-3007; TCA 49-6-3009; Public Acts of 2021, Chapter No. 223
9. TCA 49-6-3022
10. TCA 49-2-130
11. TCA 49-2-203(b)(7); TCA 49-6-3002(b)
12. TRR/MS 0520-01-02-.17(7)

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#### Cross References

- School Calendar 1.800
- Extracurricular Activities 4.300
- Interscholastic Athletics 4.301
- Field Trips/Excursions/Competitions 4.302
- Reporting Student Progress 4.601
- Promotion and Retention 4.603
- Recognition of Religious Beliefs, Customs, & Holidays 4.803
- Voluntary Pre-K Attendance 6.2011
- Homeless Students 6.503
- Students in Foster Care 6.505
- Students from Military Families 6.506
- Student Records 6.600



# Gymnasium Video Board



## Elizabethton High School

August 23, 2021

Prepared By  
Jeremiah Parker



# Elizabethton High School

August 23, 2021

Indoor Video Screen

**\*Quote good for 30 days\***

**OPTION 1: Equipment Pricing and Specs:**

4.8mm Screen Size  
Screen Pixel Matrix

**\$51,737.00** (Qty. 1)  
8'-2.4" High x 13'-1.48" Wide  
520 x 832

**Prices Include:**

- Screen & Wall Mounting Frame, mini mac video control system, monitor/keyboard/mouse, Video Processor, Rack system, connectors, cables
- Onsite Tech
- Control room set-up, training onsite (1 day)
- SIMPLE Wall installation onto cinder blocks no more than 15' off ground
- **Warranty: 5 year parts, 2 year onsite warranty, (no lift included)**
- Freight

**Prices do NOT Include:** AA Console, Power, Data, cabling, conduit, taxes, permits, instant replay, PP Scoreboard, horn

**Agreement to the above goods and services with the below terms**

**Terms:** 50% Down Payment, 40% before ship, 10% net 30 days from shipping

**Buyer:** Elizabethton High School

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

| CUSTOMER CONTACT INFORMATION, FACILITY INFO & SERVICE E-MAIL ADDRESSES |       |        |
|------------------------------------------------------------------------|-------|--------|
| Main Contact                                                           | Phone | E-Mail |
| Facilities Contact                                                     | Phone | E-Mail |
| IT Network & Internet                                                  | Phone | E-Mail |
| Electrical                                                             | Phone | E-Mail |
| Purchasing                                                             | Phone | E-Mail |
| Other                                                                  | Phone | E-Mail |
| Other                                                                  | Phone | E-Mail |
| Facility Name and Address Where Equipment Will Be Located              |       |        |
| Facility Address                                                       | City  | State  |
| Zip                                                                    |       |        |
| Service Notification E-Mail List                                       |       |        |
| E-Mail Address                                                         |       |        |
| E-Mail Address                                                         |       |        |
| E-Mail Address                                                         |       |        |

**TERMS AND CONDITIONS OF SALE**

**Interpretation, Definitions and Modifications.** The following terms and conditions (“Terms and Conditions”) govern the sale of products (each, a “Product”) and installation, maintenance and other ancillary services (each, a “Service”) by Formetco to the customer set forth in the Proposal/Sales Agreement (“Buyer”). Capitalized terms used but not otherwise defined herein shall have the same meaning as provided elsewhere in the Agreement. As used herein, “Agreement” shall mean the following (including, without limitation, all documents or instruments referenced herein):

- The Proposal/Sales Agreement to which these Terms and Conditions are attached;
- All Change Orders properly executed as set forth herein, in the form attached hereto as Exhibit A and available on Formetco’s website at <https://www.formetco.com/terms-and-conditions/>;
- All specifications and drawings attached hereto as Exhibit B;
- The following applicable Warranties (in accordance with Section 14 below):
  - The Brightness Warranty (attached hereto as Exhibit C-1 and available on Formetco’s website at <https://www.formetco.com/brightness-warranty/>);
  - The 10 Year Limited Parts Warranty (attached hereto as Exhibit C-2 and available on Formetco’s website at <https://www.formetco.com/10-year-limited-parts-warranty/>);
  - The 5 Year Limited Parts Warranty (attached hereto as Exhibit C-3 and available on Formetco’s website at <https://www.formetco.com/5-year-limited-parts-warranty/>);
  - The Service Agreement, if purchased by Buyer (attached hereto as Exhibit D and available on Formetco’s website at <https://www.formetco.com/service-agreement/>).

Once executed, each of these “Contract Documents” will be available on Buyer’s secure online Formetco client portal.

**1. Proposal.** The Proposal shall be valid for no more than 15 days, unless otherwise stated therein. The Proposal is subject to change by Formetco at any time upon notice to Buyer. Once accepted by Buyer by written acceptance or acknowledgment (which may be via email), the Proposal shall become the “Sales Agreement”.

**2. Change Orders.** The Agreement, including but not limited to the Products and Services, may only be altered, modified, superseded or

amended by a written document that specifically references the Agreement, sets forth the change and is signed by an authorized Formetco representative. Such document shall be referred to as a "Change Order" and must be in the form attached hereto as Exhibit A and available on Formetco's website at <https://www.formetco.com/change-orders/>. In the event a Change Order is signed before Formetco ships the Product to Buyer, Formetco will include the additional cost of the Change Order in the sales invoice. In the event a Change Order is signed after Formetco ships the Product to Buyer, Formetco will invoice Buyer for the additional cost of the Change Order separately.

**3. Price; Payment Terms.** Buyer shall purchase the Product and Services from Formetco at the Price and on the Payment Terms set forth in the Sales Agreement. The Deposit is non-refundable. The Price does not include fees for government required inspections, special assessments, permits (including but not limited to installation permits), union costs, tariffs, taxes (including sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer), and Buyer shall be responsible for all such charges, costs and taxes; if applicable, upon Formetco's request Buyer shall provide a tax exemption certificate in a form acceptable to Formetco in advance of the delivery of the Product. In addition to all other remedies available under the Agreement (which Formetco does not waive by the exercise of any rights hereunder), Formetco shall be entitled to suspend the delivery of any Product or Service if Buyer fails to pay any amounts when due hereunder and such failure continues for three (3) days following written notice thereof. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Formetco, whether relating to Formetco's breach, bankruptcy or otherwise, or arising under any other sales or service order or transaction between Formetco and Buyer.

**4. Delivery, Title, and Risk of Loss.** (a) For all Orders in the Continental USA, the Product is sold FOB Formetco's facility (the "Shipping Point"). Title to the Product passes to Buyer upon Formetco's placement of the Product into the carrier's possession. Formetco will insure the Product from risk of loss until it reaches the destination designated by Buyer (the "Destination"). Formetco will, at its expense, put the Product in possession of a carrier at the Shipping Point, contract with the carrier for the shipment of the Product to the Destination. Buyer bears all other expenses and risks of transportation including, without limitation, loading and unloading, storage and freight. Buyer may not direct the Product to any destination other than that specified in the Agreement without the written permission of Formetco. Delivery or shipping dates are approximate only and merely represent Formetco's best estimate of time required to make delivery or shipment. Shipment dates are contingent on prompt receipt by Formetco of all necessary manufacturing, shipping and delivery information. Formetco is not responsible for failure to meet estimated shipping dates and will not be liable for any loss, cost, damage or expense whatsoever incurred by Buyer or its customers that may result therefrom. (b) For all Orders Outside the Continental USA, the Product is sold FOB the Shipping Point; title to and risk of loss passes to Buyer upon Formetco's placement of the Product into the carrier's possession and Formetco will not insure the Product from risk of loss after placing the Product into the carrier's possession; except as otherwise stated in this Section 4(b), the provisions of Section 4(a) apply.

**5. Services.** With respect to the Services, Buyer shall: (a) cooperate with Formetco in all matters relating to the Services, provide access to the Site and provide such other accommodations as Formetco may reasonably request for the purposes of performing the Services; (b) respond promptly to any request of Formetco for direction, information, approvals, authorizations, or decisions that are reasonably necessary for 1(800) 367-Formetco to perform the Services in accordance with the requirements of this Agreement; (c) provide such materials or information as Formetco may request to carry out the Services in a timely manner and ensure that such materials or information are complete and accurate in all material respects; and (d) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

**6. Site Access.** Buyer is responsible for providing Formetco with safe access to the location where the Product will be installed or has been installed (the "Site"), either through (X) providing an "Accessible Site", which means the Product is accessible through the use of: (a) a 20 foot or shorter ladder; (b) a secure catwalk or base; and (c) a guard rail or a safety lifeline which is securely attached to the support structure if the Product display is over 6 feet off the ground, or (Y) furnishing the use or bearing the cost of a bucket or broom truck and any other machinery or equipment capable of providing safe access to the Site reasonably requested by Formetco. In the event Formetco arrives to the Site and Buyer has failed to provide an Accessible Site or otherwise provide safe access to the Site as reasonably requested by Formetco, then Buyer will bear the cost of Formetco's demobilization, delay, and remobilization; Formetco will issue Buyer a Change Order including the invoice for such additional cost(s).

**7. Installation and Subsurface Access.** In the event Formetco provides installation Services for the Product on behalf of Buyer at the Site, Buyer must have a representative on the Site prior to Formetco's commencement of foundation work to direct the exact placement of the Product (the "Install"). The Price quote for the Install is based on average bearing soil and assumes the absence of subsurface obstructions or high water levels; in the event Formetco encounters any subsurface obstruction, including but not limited to rock, abnormal soil, high water levels, or other unexpected subsurface conditions, Formetco will suspend all Services related to the Install and will issue a Change Order. Formetco will have no obligation to proceed with the Install until Buyer accepts or acknowledges such Change Order in writing (which may be by email).

**8. Existing Structure.** Except to the extent that Formetco explicitly assumes responsibility for any structural element in accordance with the Agreement, Buyer represents and warrants that the existing structure that will support the Product, including without limitation any existing steel, walls, columns, trusses, footings, hoists attachment points, wiring, or any other foundation or existing structural elements (collectively, the "Existing Structure") shall be adequate to support the weight, size, windload, and all other technical specifications of the Product, and Buyer agrees to indemnify and hold Formetco harmless for any failure of any Existing Structure or any losses, damages, claims or liabilities arising from or relating to any such failure. Formetco recommends that Buyer has the Existing Structure reviewed and certified by a licensed structural engineer. In the event changes to the Existing Structure are required prior to the Install, a Change Order will be required.

**9. Software.** To the extent Buyer utilizes any Formetco control or management software applications that are available on the Product (the "Software"), Formetco grants to Buyer, for so long as Buyer owns Product and agrees to the Apparitix Terms of Use available at <https://www.formetco.com/apparitix-terms-of-use/>, a limited, nontransferable, nonexclusive, non-sublicenseable license to (a) use the Software only as installed on and in connection with the Product and Formetco's ownership thereof; and (b) use the user documentation provided by Formetco in connection with the Software as reasonably necessary for Buyer's authorized use of the Software. In addition, Formetco will provide standard support for such Software for one (1) year from the date of shipment of the Product from Formetco's facility, at no additional cost to Buyer. Buyer will not, directly or indirectly, (i) license, sell, redistribute, lease or otherwise transfer or assign the Software; (ii) alter or permit a third party to alter any part of the Software; (iii) use or permit the use of the Software for any unlawful purpose; (iv) reverse engineer or otherwise attempt to derive source code or other trade secrets from the Software; (v) use the Software in a way that could harm Formetco's network (including by transmitting or uploading any viruses, worms, Trojan horses or other malicious code); or (vi) use the Software to try to gain unauthorized access to any service, data, account or network by any means. Buyer may elect to license and use third-party software in connection with the Product. Except as otherwise set forth in a separate agreement with respect to such third-party software (which may be electronic terms of use or service that must be accepted by Buyer prior to installation or use of such third-party software), Formetco shall have no obligations or liabilities with respect to such third-party software or Buyer's use or operation thereof. Formetco may terminate the licenses granted under this Section 9 immediately upon written notice of any material breach of the terms of this Section 9.

**10. Intellectual Property.** All drawings, know-how, designs, specifications, inventions, devices, developments, processes, copyrights and other information or intellectual property disclosed or otherwise provided to Buyer by Formetco and all rights therein (collectively, "Intellectual Property") will remain the property of Formetco and its licensors or suppliers and will be kept confidential by Buyer in accordance with these Terms and Conditions. Other than the limited licenses granted herein with respect to the Software (if installed), Buyer has no claim to, nor ownership interest in, any Intellectual Property, and all such Intellectual Property, in whatever form and any copies thereof, shall be promptly returned to Formetco upon its request or, if it is subject to a limited license hereunder, upon termination of such license in accordance with these Terms and Conditions.

**11. Graphics.** Buyer must approve all elements of custom graphics to be affixed to the Product no later than three (3) weeks prior to the Product's scheduled shipping date. If Buyer fails to meet this deadline, Formetco will issue a Change Order including an invoice for the cost of the delay.

**12. IBC Risk Designation.** Formetco's structural engineering specifications for the Product comply with IBC Risk Category 1 requirements and the Price quote for the Product is based on this compliance level. Accordingly, if Buyer requires compliance with a higher risk category for any reason, then Buyer must notify Formetco to obtain a new Price quote prior to engineering the Product. Any change to the IBC Risk Designation after Formetco's commencement of engineering the Product will require a Change Order.

**13. Security Interest.** As collateral security for Buyer's full payment to Formetco of all amount(s) that may become due under this Agreement, Buyer hereby grants Formetco a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Product, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Buyer hereby irrevocably authorizes Formetco at any time and from time to time while such security interest is in effect to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments necessary to perfect the foregoing security interest.

**14. Warranties.** Formetco warrants the following to Buyer, as applicable (collectively, the "Warranties"):

(a) For FTX, the "Brightness Warranty", attached hereto as Exhibit C-1 and available at <https://www.formetco.com/brightness-warranty/> (the "Brightness Warranty");

(b) For FTX, the "10 Year Limited Parts Warranty", attached hereto as Exhibit C-2 and available at <https://www.formetco.com/10-yearlimited-parts-warranty/> (the "10 Year Limited Parts Warranty");

(c) For FSI, the "5 Year Limited PartsWarranty", attached hereto as Exhibit C-3 and available at <https://www.formetco.com/5-year-limitedparts-warranty/> (the "5 Year Limited Parts Warranty"); and

(d) For FSO, the 5 Year Limited Parts Warranty.

THE WARRANTIES ARE MADE EXPRESSLY IN LIEU OF ANY AND ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT, AND ALL OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

**15. Limitation of Liability.**

(a) **IN NO EVENT SHALL FORMETCO BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH RESPECT TO THE PRODUCTS, SERVICES OR THIS AGREEMENT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT FORMETCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

(b) **IN NO EVENT SHALL FORMETCO'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO FORMETCO FOR THE GOODS AND SERVICES WITH RESPECT TO THE PRODUCTS OR SERVICES HEREUNDER, OR THE PURCHASE PRICE OF THE PRODUCT, WHICHEVER IS LESS.**

(c) The limitation of liability set forth herein shall not apply to (i) liability resulting from Formetco's gross negligence or willful misconduct and (ii) amounts paid or payable to third parties arising from death or bodily injury resulting from Formetco's gross negligence or willful misconduct.

**16. Indemnity.** To the greatest extent permitted by law, Buyer shall indemnify, defend and hold harmless Formetco and its subsidiaries, officers, directors, shareholders, partners, representatives, employees, agents, insurers, successors and assigns of each of the foregoing from any and all losses arising out of or relating to (i) any negligent act or omission by Buyer or its personnel, agents, subcontractors, or others engaged by Buyer or under their control, or (ii) any claim against Formetco by reason of or alleging any unauthorized or infringing use by Formetco of any copyright, trademark, or other intellectual property right in any material, information, technology, process or data provided by Buyer and used by Formetco at Buyer's direction.

**17. Delay, Force Majeure.** Any period for delivery or service provided for in the Agreement is approximate and not a guarantee of a particular date or time frame. Under no circumstances will Formetco be liable or responsible to Buyer for any failure or delay in fulfilling or performing any term of this Agreement when and to such extent such failure is caused or results from acts or circumstances beyond the reasonable control of Formetco including, without limitation, fire, flood, earthquake, act of God, explosion, governmental action, war, invasion or hostilities (whether war is declared or not), or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials or telecommunication breakdown or power outage. In such circumstances Formetco has the right to extend the date of delivery for a reasonable period of time after the period of delay (but in no case for less than the period of delay) and the right to apportion its products among its customers in a manner it deems equitable. Buyer is not relieved from accepting delivery at the agreed price when the causes interfering with delivery are removed.

**18. Use of Image.** Formetco may use Buyer's name along with images of the Product and the Site for marketing and promotional purposes including but not limited to website and marketing materials, without compensation to Buyer.

**19. FCC CLASS A NOTICE.** The Product complies with Part 15 of the FCC Rules. Operation of Product is subject to the following conditions:

(a) the Product may not cause harmful interference; and (b) the Product must accept any interference received, including interference that may cause undesired operation. Any modifications made to the Product that are not approved by Formetco may void the authority granted to the user by the FCC to operate this Product.

**20. Entire Agreement.** This Agreement contains the entire agreement between the parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms and Conditions prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer submits its purchase order or such terms, and fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms and Conditions.

**21. Severability.** In the event one or more of the provisions of this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, those provisions will not invalidate or otherwise affect any other provisions, and the Agreement will be construed as if the invalid, illegal or unenforceable provision was never a part of the Agreement.

**22. Applicable Law, Limitations.** This Agreement is governed by the laws of the state of Georgia. In the event of any dispute arising out of or relating to this Agreement, Buyer hereby submits to the exclusive personal jurisdiction and venue of the Superior Court of Gwinnett County, Georgia or the United States District Court for the Northern District of Georgia with respect to such dispute and agrees to waive any defenses to venue and jurisdiction including forum non conveniens. Notwithstanding the foregoing, Formetco will have the right, and in addition to all other remedies available to it at law, in equity or under this Agreement, to affirmative or negative injunctive relief from a court of competent jurisdiction in the event Buyer violates or threatens to violate the terms of Sections 9 or 10. Buyer acknowledges that a violation of Sections 9 or 10 would cause irreparable harm and that all other remedies are inadequate. Any legal action pertaining to this Agreement, other than Buyer's failure to pay any amount(s) owed to Formetco, must be commenced within one (1) year of the event giving rise to the cause of action.

**23. Assignment.** Buyer may not assign any of its obligations under the Agreement without the written consent of Formetco. Any attempted assignment not in conformity with this Section 23 is void.

**24. Fees.** Buyer shall be liable for any and all costs and expenses (including attorney's fees) incurred by Formetco in enforcing any provision of

this Agreement, including, without limitation, any costs of collection of amounts due to Formetco hereunder.

**25. No Waiver.** All remedies of Formetco hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. Any failure by Formetco to enforce or exercise any provision of this Agreement or our related rights shall not constitute a waiver of that right or provision.



## Price Quote

### Amplify

55 Washington Street, Suite 800  
Brooklyn, NY 11201  
Phone: (800) 823-1969  
Fax: (646) 403-4700

Quote #: Q-93595-1  
Date: 8/23/2021  
Expires On: 9/22/2021

### Customer Contact Information

Myra Newman  
ELIZABETHTON CITY SCHOOL DIST  
(423) 547-8000  
myra.newman@ecschoools.net

### Amplify Contact Information

Chasity O'Quinn  
Account Executive  
coquinn@amplify.com

| PRODUCT                                  | QUANTITY | PRICE      | TOTAL PRICE        |
|------------------------------------------|----------|------------|--------------------|
| CKLA 2nd Edition GK Skills Classroom Kit | 9.00     | \$2,914.92 | \$26,234.28        |
| CKLA 2nd Edition G1 Skills Classroom Kit | 10.00    | \$2,698.92 | \$26,989.20        |
| CKLA 2nd Edition G2 Skills Classroom Kit | 9.00     | \$2,698.92 | \$24,290.28        |
| <b>TOTAL</b>                             |          |            | <b>\$77,513.76</b> |

### GRAND TOTAL

\$77,513.76

### Scope and Duration

#### Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

#### License and Services Term:

- Licenses: 07/01/2021 until 06/30/2022.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

#### Special Terms:

- **FOR SHIPPED MATERIALS:**
  - Expedited shipping is available at extra charge.
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.

- **FOR SERVICES:**
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

## How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

**Please include these three documents with your order:**

- Authorized purchase order, check or [credit card authorization form](#)
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

**If submitting a purchase order:**

To expedite your order, please email a purchase order to [IncomingPO@amplify.com](mailto:IncomingPO@amplify.com) or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

**If submitting your order via credit card authorization form:**

- Amplify accepts Visa and MasterCard payments.
- Please email all documents to [Accountsreceivable@amplify.com](mailto:Accountsreceivable@amplify.com) or fax them to (347)-662-2402
- **Please do not mail credit card authorization forms.**

**If submitting your order via sending a check:**

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. For faster processing of your order, we recommend you submit a purchase order via fax or email.

**This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at [amplify.com/customer-terms](http://amplify.com/customer-terms). Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.**

## Terms & Conditions

1. Scope. Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "Products").

2. License. Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this

Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.

3. Restrictions. Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify Amplify of any violation of Amplify's IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see <http://www.amplify.com/virtual-patent-marking>).

5. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer shall be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.

7. Account Information. For subscription Products, the authentication of Authorized Users is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information to Amplify or a third-party authentication service as applicable, and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including the Family Educational Rights and Privacy Act ("FERPA"), and that Amplify is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement, Amplify will not take any action to cause Customer to be out of compliance with FERPA or applicable state laws relating to PII. Amplify's Customer Privacy Policy at <http://www.amplify.com/customer-privacy> will govern collection, use, and disclosure of information collected or stored on behalf of Customer under this Agreement.

10. Customer Materials. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at <http://www.amplify.com/customer-requirements>.

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT SHALL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12 MONTH-PERIOD. UNDER NO CIRCUMSTANCES SHALL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term; Termination. This Agreement will be in effect for the duration specified in the Quote and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, a party shall have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized User) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible the cost of any continued use of Products following such termination. Upon termination, Amplify will return or destroy any PII of students provided to Amplify hereunder. Notwithstanding the foregoing, nothing shall require Amplify to return or destroy any data that does not include PII, including de-identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced

in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network.

**We are delighted to work with you and we thank you for your order!**

Amplify Education, Inc. - Confidential Information



**A Resolution of the Elizabethton City Schools Board of Education Requesting  
Amendment for Open Enrollment Period for LEAs**

**WHEREAS** Tenn. Code Ann. § 49-2-128 requires that a local education agency (LEA) provide an open enrollment period during which parents may choose from a list of the LEA schools with available space and request a transfer with the parental responsibility for transportation to the school if the transfer is approved; and

**WHEREAS** 2021 Tenn. Pub. Acts 479 also requires a LEA identify each school that has the capacity to enroll additional students before the start of each school year and post the number of spaces available for enrollment in each school by grade, class, and program level on the LEA's website at least 14 days prior to the beginning of the open enrollment period; and

**WHEREAS** 2021 Tenn. Pub. Acts 479 places unintended and undue burdens on LEAs as it would not allow Boards of Education to limit transfers between schools to prevent inequities in programming, staffing, and demographic make-up of the schools; and

**WHEREAS** 2021 Tenn. Pub. Acts 479 specifically imposes timelines that will require Boards of Education to determine school's capacities at the building, grade, class, and program levels before data is available to accurately do so, including, but not limited to, the number of kindergarten students that will enroll, the zoned enrollment of certain highly mobile populations, and/or the legally required placements of students with disabilities; and

**WHEREAS** the public-at-large entrusts this important planning to Board members and district staff; and there is a current Tennessee School Boards Association recommended policy in place for transfer students within a system.

**NOW, THEREFORE, BE IT RESOLVED**, that the Elizabethton City Board of Education shall request that 2021 Tenn. Pub. Acts 479 be rescinded or amended to require each local Board of Education to develop a policy to govern transfers within their district.

**ADOPTED** by the Elizabethton City Schools Board of Education this, the 16<sup>th</sup> day of September, 2021.

\_\_\_\_\_  
Eddie Pless, Board Chair

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Phil Isaacs, Board Vice-Chair

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Danny O'Quinn, Board Member

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Jamie Schaff, Board Member

\_\_\_\_\_  
Mike Wilson, Board Member



# Services Available

## Facility Indoor & Outdoor Service & Repair Order Sheet

√ the end column for Services you would like completed

9/7/2021

| Report #                                           | Facility        | Area     | Work to be performed                                                                                                                                                                                            | Price*    | √ |
|----------------------------------------------------|-----------------|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|---|
| 21-41780                                           | Elizabethton HS | Main gym | Replace (1) bank of (6) existing power units with (6) BR Bulldog power units.<br><i>Salvaged existing power units to be left on site for future repairs to the other bank with this power system as needed.</i> | \$ 17,283 |   |
| + Material sales tax will be added to your invoice |                 |          |                                                                                                                                                                                                                 | TBD       | √ |
| <b>TOTAL SERVICE &amp; REPAIR*</b>                 |                 |          |                                                                                                                                                                                                                 |           |   |

To complete your order please fill out the information below, sign and fax to our office as soon as possible at 877.994.1715.

### Elizabethton Tennessee City Schools

804 S. Watauga Avenue  
Elizabethton, TN 37643

Purchase Order # \_\_\_\_\_

Date of acceptance: \_\_\_\_\_

Facility Representative Signature

Print Name

Title

Date

FaciliServ Representative

Print Name

Title

Date

*Customers are responsible for fully disclosing all known information re: equipment we are inspecting or servicing.*

All prices quoted must be accepted in writing, purchase order or contract within 30 days of this report. Prices may be subject to change after 30 days. Wood product prices subject to market price adjustments.

**\* Prices for repairs and upgrades are contingent upon completion at time of other service in the area. If repairs and upgrades are not being completed with other service, additional charges may apply.**

\*See Terms and Conditions



## ***Services Available***

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GENERAL TERMS & CONDITIONS: FaciliServ (FS) pricing includes products & services per your specifications & per the terms & conditions shown herein. In the unlikely event of a manufacturing defect, FS's liability is limited to the replacement of the part and installation. 30% restocking fee on non-customized products ordered in error. Sales of customized parts or products including (but not limited to): Plastic Replacement Seats; Bleacher Boards; Replacement Power Systems; Aisle way Systems, etc. are final and returns and/or refunds due to customer ordering errors are not permitted. Payment due in full upon receipt of FS's invoice. Credit card payments are subject to an additional 3% service charge. Credit card payments are not a substitute if "good as cash" payment is required by our accounting department.

LABOR: Unless otherwise stated herein & approved by an officer of FS in writing: 1) Prices based on all work being performed by FS & not split with other firms or individuals. 2) All work to be performed during normal weekday, non-holiday business hours, (weather permitting if outdoors) on a continuous business days, without interruption, until completed. 3) Electrical work does not include the parts or labor to install the power supply to equipment being installed.

OVERHEAD WORK: If customer supplies lift, it must: 1) Be readily available in the area being serviced; 2) Be fully powered, battery must hold a full charge, and must be fully charged upon arrival; 3) Be in safe, well maintained condition; 4) Have all safety features & safety harnesses in place. We reserve the right to inspect lift condition & function before use. If it not in satisfactory condition the customer will be required to pay for lift rental. If delayed or required to return later due to rental lift unavailability or related delays, additional charges will also apply. For your safety, students & staff may not be use the gym while overhead work is in progress.

PRICING & EXCLUSIONS: Unless otherwise stated herein & approved by an officer of FS in writing; 1) Pricing good for 30 days. 2) Pricing does not include certified or shop drawings, taxes, permits, bonds, engineer's drawings, other equipment installations, commissions, local code compliances, ADA compliance or other extraneous fees. 3) If so required by state or local statutes/codes, the customer is responsible for obtaining all necessary building, occupancy, or any other work permits. 4) Customer responsible for all site preparations as required by applicable code(s) & as per FS specifications and/or recommendations.

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MATERIAL SHORTAGES & DEFECTS: Missing, discolored or damaged materials must be noted on the bill of lading at time of arrival & reported to FS immediately. FS is not responsible for the cost to replace damaged, defective or missing materials that are not noted on the bill of lading upon arrival or have not been immediately reported to FS. Colors of plastic seating, other plastic, vinyl, or wood stains are approximate & may not exactly match the color of existing parts. It is normal for them to fade & wear quickly. In the unlikely event of a manufacturing defect, FS's liability is limited to the replacement of the part only.