

# ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION

## REGULAR SCHEDULED MEETING

*Thursday, July 21, 2022, @ 5:30 PM*

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### Board Members

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

The Elizabethton Board of Education will meet on Thursday, July 21, 2022, 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**
  - A. Angie Odom asked to appear before the Board regarding the free USDA Program.
6. **SPECIAL RECOGNITION**
  - A. Recognition of EHS Swim Coach Kelli Broussard for being named Men's Swimming Coach of the Year.
7. **CONSENT AGENDA**
  - A. Minutes of Regular Meeting: June 16, 2022.
  - B. Approve General Purpose Fund Financial Statement, Date.
  - C. Approve Federal Projects Fund Financial Statement, Date.
  - D. Approve School Nutrition Fund Financial Statement, Date.
  - E. Approve General Purpose Budget Amendment #1.
  - F. Approve Federal Projects Budget Amendment #2.
  - G. Approve School Nutrition Budget Amendment #1.
  - H. Approve second reading of updated Board Policy 3.202, Emergency Preparedness Plan.
  - I. Approve second reading of new Board Policy 3.219, Use of Unmanned Aircraft Systems (Drones).
  - J. Approve second reading of updated Board Policy 4.212, Virtual Education Program.
  - K. Approve second reading of new Board Policy 5.119, Employment of Retirees.
  - L. Approve second reading of updated Board Policy 5.200, Separation Practices for Tenured Teachers.
  - M. Approve second reading of updated Board Policy 5.201, Separation Practices for Non-Tenured Teachers.

- N. Approve second reading of updated Board Policy 5.701, Substitute Teachers.
- O. Approve second reading of updated Board Policy 6.200, Attendance.
- P. Approve second reading of updated Board Policy 6.318, Admission of Suspended or Expelled Students.
- Q. Approve second reading of updated Board Policy 6.409, Reporting Child Abuse.
- R. Approve Contract between Elizabethton City Schools and Schoolkit for the 2022-2023 School Year for the provision of Math Implementation Support.
- S. Approve addition to mowing contract with G & R Lawn Care for property at 402 Bemberg Road.
- T. Approve Equipment Disposal Request from Regina Isaacs, School Nutrition Director for the disposal of an oven that no longer works.
- U. Approve an Equipment Disposal Request from Regina Isaacs, School Nutrition Director, for the disposal of a refrigerator that no longer works.
- V. Approve an Equipment Disposal Request from John Wright, Principal at WSE for the disposal of a washing machine that no longer works.
- W. Approve the T. A. Dugger Leads/Elevate classes to travel to Arizona on a service-learning trip October 22-29, 2022.
- X. Approve travel request for Director of Schools to attend the TOSS 2022 Superintendent Study Council Conference in Gatlinburg, Tennessee, September 17-21, 2022.

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

### **A. Personnel Report**

a. **ADDITIONAL POSITION:** Loran Campbell, Girls Assistant Soccer Coach at EHS, effective June 15, 2022; Chris Davidson, Boys' Tennis Coach at EHS, effective August 1, 2022; Hailey Ingle, ESP Student Leader (Systemwide), effective July 11, 2022; Abbigail Pierce, Assistant Volleyball Coach at EHS, effective July 12, 2022.

**NEW:** Molly Schell, Assistant to the Teacher at ESE, effective August 3, 2022; Alexandra Franco, Teacher at ESE, effective August 1, 2022; Elizabeth "Liz" Grill, Bookkeeper at HME, effective July 25, 2022; Patricia McKesson, SPED Assistant at EHS, effective August 3, 2022; Courtney Erwin, SPED Teacher at ESE, effective August 1, 2022; Abigail Carver, SPED Assistant at EHS, effective August 2, 2022; Abbigail Pierce, Teacher at ESE, effective August 1, 2022.

**TRANSFERS:** Charles Fisher, Educational Assistant at TAD, effective August 3, 2022; Rebecca Wagner from SPED Teacher at HME to SPED Coach & Special Populations Liaison (Systemwide), effective July 1, 2022; Jessi Norman, Title 1 Educational Assistant at WSE from P/T to F/T, effective August 3, 2022.

**RESIGNATIONS:** Cynthia Langlois, Educational Assistant at HME, effective July 5, 2022; Jane Tester, Teacher at ESE, effective June 15, 2022; Kayla Adams, TN All Corp Instructional Assistant at ESE, effective June 27, 2022; Bill McClay, Assistant to the Teacher at EHS, effective May 24, 2022; Brandi McCloud, Cross Country

Coach at EHS, effective July 12, 2022; Amy Strickland, Educational Assistant at ESE, effective July 13, 2022.

LEAVE OF ABSENCE: Karen Martin, SPED Assistant to the Teacher at EHS, from August 10, 2022, through October 10, 2022; Logan Suggs, Computer Specialist at Central Office, from July 19, 2022 through August 3, 2022.

NAME CHANGES: Kendall (Ivester) Treadway, Teacher at ESE; Lisa Carrier-Nidiffer, Bus Driver (Systemwide).

- B. Director's Update
  - a. Summer School Update
  - b. 2022 Achievement Update
- C. Board Member Reports
- D. City Council Liaison's Report
- E. Student Liaison's Report

## 9. REGULAR AGENDA

- A. Approve updated Board Policy 1.102, Board Members.
- B. Approve updated Board Policy 1.105, School Board Legislative Involvement.
- C. Approve updated Board Policy 1.204 Board Member Development Opportunities.
- D. Approve updated Board Policy 4.101, Instructional Standards.
- E. Approve updated Board Policy 4.210, Credit Recovery.
- F. Approve new Board Policy 4.402, Reconsideration of Textbooks and Instructional Materials.
- G. Approve updated Board Policy 4.403, Library Materials.
- H. Approve updated Board Policy 4.406, Use of the Internet.
- I. Approve updated Board Policy 4.600, Grading System.
- J. Approve updated Board Policy 4.602, Honor Roll, Awards, & Class Ranking.
- K. Approve updated Board Policy 5.106, Application and Employment.
- L. Approve updated Board Policy 6.317, Student Disciplinary Hearing Authority.
- M. Approve creation of a transitional football coach position to address large student athlete numbers in the EHS and TAD programs for the 2022-2023 school year.
- N. Approve School Resource Officer (SRO) MOU between City of Elizabethton and Elizabethton City Schools for the 2022-2023 School Year.
- O. Approve Contract between Elizabethton City Schools and Scenario Learning for employee safety training.
- P. Approve Contract between Elizabethton City Schools and SchoolKit for the 2022-2023 School Year, for the provision of Early Literacy Network Support.
- Q. Approve recommended price increases in school lunches for the 2022-2023 School Year.
  - a. Approve Grant Contract between the State of Tennessee, Department of Human Services, effective October 1, 2022, and extend for a period of twenty-four months.
- R. Approve the purchase of a 2017 Chrysler Pacifica Lift Van in the amount of \$39,000.00.

**10. FOR YOUR INFORMATION**

A. Board Meeting Calendar for 2022-2023.

**11. NEXT REGULARLY SCHEDULED BOARD MEETING**

A. The next regularly scheduled Board Meeting will be held on the 18th day of August 2022, 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, June 16, 2022 5:30 PM  
Mack Pierce Board Room

The Elizabethton Board of Education met in a regular meeting on Thursday, June 16, 2022, at 5:30 PM, at Mack Pierce Board Room.

Attendance Taken at 5:30 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 approve the consent and 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 combining of Regular Agenda Items E through N. Motion carried.

Phil Isaacs: aye  
Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

## TIME FOR CITIZENS TO SPEAK

### SPECIAL RECOGNITION

Special recognition of the EHS Track Team, Conner Johnson, State Champion in Shotput and 2nd Place Discus, and Kayia Simmons, 4th Place 100 Meter.

Coach Mark Newman recognized Track Team students, Conner Johnson and Kayia Simmons.

Special Recognition of Coach Bill McClay.

Coach Holt recognized Coach Bill McClay for his years of service to the ECS Soccer Program.

### CONSENT AGENDA

Minutes of Regular Meeting: May 19, 2022.

Approve General Purpose Fund Financial Statement, May 31, 2022.

Approve Federal Projects Fund Financial Statement, May 31, 2022.

Approve School Nutrition Fund Financial Statement, May 31, 2022.

Approve the Renewal of Bid No. 2022-2023-02SN for milk and ice cream products from Mayfield Dairy for the Bid period July 1, 2022, through June 30, 2023.

Approve the Renewal of Bid No. 2022-2023-01-SN for bread items from Bimbo Bakeries for the period July 1, 2022, through June 30, 2023.

Approve the FY 2023 Consolidated Funding Application for Elizabethton City Schools.

Approve Research Grant Contract between Governor's Early Literacy Foundation and Elizabethton City Schools.

Approve a Memorandum of Understanding between Elizabethton City Schools and Frontier Health for the 2022-2023 School Year.

Approve the 2022-2023 Coordinated School Health Grant Memorandum of Understanding between the Tennessee Department of Education and Elizabethton City Schools.

Approve an Equipment Disposal Request for John Wright, Principal at West Side for the disposal of a desk chair to be thrown away.

Approve an Equipment Disposal Request for John Wright, Principal at West Side, for the disposal of a bookshelf to be thrown away.

Equipment Disposal Request from Dr. Jon Minton, Principal at EHS, for the disposal and recycling of several items (please see attached listing).

Approve travel for Director of Schools, Richard VanHuss, Board Chairman, Eddie Pless, Vice Chairman, Phil Isaacs, and Board Members, Danny O'Quinn, and Mike Wilson to attend the TSBA Summer Law Institute at the Park Vista Hotel in Gatlinburg, Tennessee July 21, 2022, through July 23, 2022.

Approve travel for Director of Schools, Richard VanHuss, Board Chairman, Eddie Pless, Vice Chairman, Phil Isaacs, and Board Members, Mike Wilson and Jamie Schaff to attend the TSBA 2022 Leadership Conference & Annual Convention to be held in Nashville, Tennessee, November 10, 2022, through November 13, 2022.

## REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS

### Personnel Report

NON-REHIRE: Bettina LaVoie, Cafeteria Personnel at EHS, effective May 24, 2022; Wendy Garrett, Instructional Interventionist at WSE, effective May 25, 2022; Hailey Holyfield, Biology Teacher at EHS, effective May 25, 2022.

ADDITIONAL POSITION: Lauren Meier, Head Girl's Soccer Coach at EHS, effective May 11, 2022; Vanessa Nanney, JV Cheer Coach at EHS, effective May 16, 2022; Libby Post, Book Bus Teacher (Systemwide), effective June 8, 2022;

NEW: Elijah Smith, CIP Swim Instructor at EHS, effective May 19, 2022; Sophia James, CIP Swim Instructor at EHS, effective May 23, 2022; William "Billy" Etter, Sped Teacher at EHS, effective August 1, 2022; Greg Abarientos, Math Teacher at EHS, effective August 1, 2022.

REHIRE: Jessica Hayes, Biology Teacher at EHS, effective August 1, 2022.

TRANSFERS: Rebekah Hodge, from F/T ARP SPED Asst. to Educational Asst. to

P/T Educational Asst., effective May 25, 2022; Danielle Back, from Asst. to the Teacher (Reg. Ed) to Asst. to the Teacher (Sped), effective August 3, 2022; Justin White, from Teacher at TAD to Asst. Principal/Athletic Dir. at TAD, effective July 1, 2022; Travis Williams from Asst. Principal/Athletic Dir. at TAD to Asst. Principal at TAD effective July 18, 2022; Jason Carter, from Asst. Principal at TAD to Teacher at TAD, effective August 1, 2022; Brock Pittman, from Sped Teacher at EHS to Physical Ed. Teacher at TAD, effective August 1, 2022; Leigh Ann Ward, from F/T Educational Asst. at HME to P/T Educational Asst. at HME, effective May 25, 2022; Amanda Jenkins, from F/T Sped Asst. at ESE to P/T Sped Asst. at ESE, effective May 25, 2022; Austen Lopez, from F/T Asst. to the Teacher at HME, to P/T Asst. to the Teacher at HME; Stephani Shouse, from Bookkeeper at HME, to Receptionist at CO, effective July 1, 2022; Shawna Valentine, from TNAC Asst. at TAD, to Registrar at TAD, effective July 18, 2022; Keli Whitney, from Receptionist at CO to Adm. Asst. to Sped and Federal Programs, effective July 18, 2022; Carrie Matherly, from F/T SPED Asst. to the Teacher to P/T SPED Asst. to the Teacher, effective May 25, 2022; Allisson Irick, from F/T ARP SPED Asst. to P/T Instructional Asst. at HME, effective August 3, 2022. Melenda Egolf from P/T Educational Asst. at EHS to Media Specialist at EHS, effective August 3, 2022; Brittany Tipton, from ESP to Sped Asst. at HME, effective August 3, 2020.

RESIGNED: Olivia Vaughn, ESP Student Leader (Systemwide), effective May 23, 2022; Kaylee Ingram, Educational Asst. at ESE, effective May 25, 2022; Austin Wingate, Teacher at ESE, effective May 26, 2022; Haley Fair, Educational Asst. at ESE, effective May 25, 2022; Vanessa Nanney, JV Cheerleading Coach at TAD, effective May 13, 2022; Kaci Olinger, Asst. to the Teacher at HME, effective May 24, 2022; Kaylee Ingram, ESP Student Leader (Systemwide), effective May 23, 2022; Amanda Righter, Learning Leader Only (remaining a classroom teacher), effective June 7, 2022; Hayley Bishop, SPED Instructional Coach and Special Population Liaison (Systemwide), effective June 7, 2022; Casandra Buckles, Custodian at WSE, effective June 9, 2022.

RESCINDED RESIGNATION: Tiffany Rainey, Educational Asst. at WSE,

effective May 17, 2022.

RETIRING: Karen Vance, Admn. Asst. to SPED and Federal Programs, effective July 25, 2022; Tracy Hayes, Registrar at TAD, effective June 7, 2022.

LEAVE OF ABSENCE: Daniel Burke, Maintenance (Systemwide), from June 20, 2022 through July 29, 2022.

#### Director's Update

Closing out the year. State released testing results but is embargoed. Preliminaries look favorable, will be sharing at July meeting. Tons of visits from publications across the nation. Commissioner stopped last week. Met with summer school staff. Good visit. Bright Spot also visited this week looking at summer school. Last meeting for Maggie Cole, Board Liaison. Positive impact on making good changes at EHS. We wish her well.

Administrator reports on effectiveness of ESSER staffing and programs.

Dr. Minton: English class size reduction allowed us to teach all year. Out of 40 students all but 3 to exceed projections. Canvas speaks for itself. Learning management program. Has been very good for EHS. College and Career Advisors are more available to students.

Mr. Berry: ESSER funds used for an additional math teacher. Enrollment 630 plus students this year, close to 650 by school start-up. Primary focus was an additional school counselor. Over 1,400 individual counseling sessions with students and 317 classroom guidance lessons with students. Helping with mental health after Covid 19.

Mr. Wright: Interventionists: children weren't where they needed to be. Two ELA and one Math Interventionist. Teachers needed training in teaching students to read. Excited to see gaps closing. Early Childhood Literacy is the key!

Mr. Hurley: TN ALL CORP teachers. These have been the most beneficial positions along with writing interventionists they've ever had. The future is looking really good!

Mr. Boatman: We were able to partner with Frontier Health for another mental health counselor in our system.

Mr. Thompson: Addition of Social Worker, Chelsie Isaacs. Created online referral system, rental and utility assistance, etc. Attends 504 meetings, DCS family and team meetings, grant received for items to help families. Attends Truancy Court with Mr. Thompson. Makes huge impact on the Court that we have a Social Worker on staff. Possibility of creating a Family Resource Center. Chelsie will play huge role. Thanks for supporting this position.

Carrie Taylor: Supports grades Pre-K-8. Sends a bi-weekly newsletter and a quarterly virtual magazine. Is a deeper dive into technology. Provides support for digital content in curriculum. How-To Videos, PD Sessions on technology tools, developed stream curriculum for summer school, weekly email to teachers offering support. Game changer with ESSER funds was purchase of Chromebooks (technology in the hands of students) and Boxlites (made lessons engaging).

Phil Ledford: ESSER funds purchase of teacher laptops allowing teachers flexibility. Also, Canvas purchase a huge tool. Chromebooks causing distractions in classrooms. Purchase of Hapara to monitor student activity. Hapara redirects students. February to May students attempted to watch Netflix or other websites 67,434 times and 31,848 attempts to play a game during instructional time. 18,240 attempts to login to SnapChat. Hapara immediately notifies if student is looking at ways to self-harm.

Board Member Reports

No reports from Board Members.

City Council Liaison's Report

Mr. Simerly addressed the Board regarding SRO's, there is a need of \$60,000.00 to cover SRO's for the 2023 school year that the State did not fund. Signing an extension agreement with Boyd Sports. EHS Baseball is welcome there. Playing conditions not the best, needs to be resurfaced. Sept. 21-22, 2022 concert with Big Daddy Weave and Crowder Wednesday night and Friday night, Kip Moore and Dylan Scott. Tickets available online. Still need volunteers. August 27th Resurrection Band that plays Journey songs. First Friday events are great! Saturday nights car show.

#### Student Liaison's Report

Thanked the Board for the unique opportunities being on the Board. She felt she was taken seriously.

#### REGULAR AGENDA

Consideration and action regarding the Contract between Elizabethton City Schools' Board of Education and Director of Schools, Richard VanHuss.

Motion was made by Danny O'Quinn, second by Jamie Schaff to approve consideration and action regarding the Contract between Elizabethton City Schools' Board of Education and Director of Schools, Richard VanHuss. 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 Mike Wilson accept new contract as is written Motion carried.

Phil Isaacs: aye

Danny  
O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Not much of a negotiation. Has a year remaining. We could update, extend or abolish the current contract and have a new one. Mr. VanHuss only asked for one thing in this contract which was an additional \$50.00 for gas. Contract stayed the same, wording is the same. Responsibility factor was changed by two hundredths of a point. It has very little impact on his salary. We're extending his current contract by three years making it a four-year contract. Mr. VanHuss is to receive a salary increase if/when teachers and all other staff receive an increase.

Mr. Pless appreciated his ability to lead us through some difficult times in the school system. Mr. Isaacs: Mr. VanHuss came in at a tough time and did a great job. Approve the purchase of property at 402 Bemberg Road, Elizabethton, Tennessee, and authorize the Director of Schools to take all necessary actions to effect the purchase, including contract negotiations, provided that the Director is limited to a total expenditure not to exceed \$361,000.00 for the purchase price and related costs, including, but not limited to, inspections, closing costs and attorney fees; and further provided that the Director may determine that the purchase should be delayed for good cause until reconsidered by the Board at its next regular meeting.

Motion was made by Danny O'Quinn, second by Phil Isaacs to approve the purchase of property at 402 Bemberg Road, Elizabethton, Tennessee, and authorize the Director of Schools to take all necessary actions to effect the purchase, including contract negotiations, provided that the Director is limited to a total expenditure not to exceed \$361,000.00 for the purchase price and related costs, including, but not limited to, inspections, closing costs and attorney fees; and further provided that the Director may determine that the purchase should be delayed for good cause until reconsidered by the Board at its next regular meeting. Motion carried.

Phil Isaacs: aye

Danny  
O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Unique opportunity. Property adjacent to EHS. Dr. Minton approached Mr. VanHuss and has continued to look at price and opportunities. Most school systems have a separate space for meetings, etc. Parking lots filled here at Central Office. Building is about 2,800 square feet. Very similar to Board Room size. Talked about two additional things, moving alternative school to this location and a space for a Family Resource Center. Two access points on Bemberg Road and one on Jason Witten Way. Reserve funds at EHS and XQ funds, roughly \$200,000.00 toward purchase and approximately \$160,000.00 taxpayer dollars to purchase the property. This would allow Mr. VanHuss to negotiate all details of purchase, not to exceed \$361,000.00. Will have commercial inspection,

Danny O'Quinn: How much remodeling will need to be done? Well under square footage necessary to sprinkle building. Use maintenance dept. for labor. Work with Mr. Weems to maximize space. New roof in last few weeks.

Mr. Isaacs: Will we meet again to finalize? If approved tonight giving permission for Mr. VanHuss to proceed with purchase as long as it's under \$361,000.00. It will come before the Board again if inspection shows issues. Ms. Owen helped with language for this item to help protect Board.

Ms. Schaff: How long on the market? Has price increased due to current market? Owners wanted to make donation to school system but decided to lower price from \$369,000.00 to \$355,000.00 then an additional \$3,000.00-\$4,000.00 in closing costs and inspection.

Mr. Wilson: Any concern if we don't purchase? Don't know what might go in there. Haven't heard about a lot of movement.

Approve a three-year Agreement with BAMWX for weather forecasting service in the amount of \$2,430.00.

Motion was made by Jamie Schaff, second by Phil Isaacs to approve a three-year Agreement with BAMWX for weather forecasting service in the amount of \$2,430.00.

Motion carried.

Phil Isaacs: aye

Danny  
O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Weather app with a dedicated set of meteorologists looking at models and forecasts. We live in the most difficult to predict area. Ability to send a message as to the weather conditions in our area. Timing is everything.

Approve the 2022-2023 XQ Grant Milestones and Budget for Elizabethton High School.

Motion was made by Danny O'Quinn, second by Phil Isaacs to approve the 2022-2023 XQ Grant Milestones and Budget for Elizabethton High School. Motion carried.

Phil Isaacs: aye

Danny  
O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Dr. Minton: Performance milestones, strong mission and culture, meaningful engaged learning, trusting relationships, youth voice and choice, smart use of time space and technology, and community partnerships. Milestones are built together. Last year of our Grant. We've done a good job trying to create innovative things, like

our student liaison on the Board. Budget is divided into instructional materials and tools, personnel, professional learning and consultants. There's \$52,392.00 in Professional Learning. Thinking of innovative ways to do high school we would like XQ to come see some of the innovative things we've done. Space is at a premium around campus and hope to spend some grant funding to showcase our high school and other schools as well by purchasing the building adjacent to EHS. Good use of the money.

Mr. Pless: Amazed at how this has helped our school not really knowing where we were headed with XQ. Appreciates the impact they've had and what it's allowed our students to do. A wonderful addition. The partnership is really strong. We appreciate what they've done.

Board Members had a couple questions and Dr. Minton responded by stating the 2022-2023 School Year is the last year of the Grant but hopeful there will be future partnerships. We are the only fully funded public school with XQ. There's great potential with the purchase of the building adjacent to EHS.

Approve recommended update of Board Policy 3.202, Emergency Preparedness Plan. Motion was made by Phil Isaacs, second by Jamie Schaff to approve recommended update of Board Policy 3.202, Emergency Preparedness Plan. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Regular Agenda Items 9-E through 9-N were combined.

This Policy now states we will be required to conduct a remote learning drill once a year.

Approve new Board Policy 3.219, Use of Unmanned Aircraft Systems (Drones). Motion was made by Phil Isaacs, second by Jamie Schaff to approve new Board Policy 3.219, Use of Unmanned Aircraft Systems (Drones). Motion carried.

Phil Isaacs: aye

Danny

O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Regular Agenda Items 9-E through 9-N were combined.

New policy addresses stipulations for drone usage on our campuses.

Approve recommended update of Board Policy 4.212, Virtual Education Program. Motion was made by Phil Isaacs, second by Jamie Schaff to approve recommended update of Board Policy 4.212, Virtual Education Program. Motion carried.

Phil Isaacs: aye

Danny

O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Regular Agenda Items 9-E through 9-N were combined.

Statute change allowing two days each semester to be declared virtual instruction days. Won't affect minimum number of instruction days.

Approve new Board Policy 5.119, Employment of Retirees.

Motion was made by Phil Isaacs, second by Jamie Schaff to approve new Board Policy 5.119, Employment of Retirees. Motion carried.

Phil Isaacs: aye

Danny  
O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Regular Agenda Items 9-E through 9-N were combined.

This Policy is only through June 30, 2025. Rehired after 60 days. Draw 70% of retirement benefit.

Approve recommended update of Board Policy 5.200, Separation Practices for Tenured Teachers.

Motion was made by Phil Isaacs, second by Jamie Schaff to approve recommended update of Board Policy 5.200, Separation Practices for Tenured Teachers. Motion carried.

Phil Isaacs: aye

Danny  
O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Regular Agenda Items 9-E through 9-N were combined.

Policies 5.200, 5.201 and 5.701 are pulling references to retirement benefits out of

these policies due to the newly created policy. One other change if you non-renew at end of year due to funding of position being eliminated, required to state that in their letter. Benefit for them is clarification of non-rehire.

Approve recommended update of Board Policy 5.201, Separation Practices for Non-Tenured Teachers.

Regular Agenda Items 9-E through 9-N were combined.

Policies 5.200, 5.201 and 5.701 are pulling references to retirement benefits out of these policies due to the newly created policy. One other change if you non-renew at end of year due to funding of position being eliminated, required to state that in their letter. Benefit for them is clarification of non-rehire.

Approve recommended update of Board Policy 5.701, Substitute Teachers.

Motion was made by Phil Isaacs, second by Jamie Schaff to approve recommended update of Board Policy 5.701, Substitute Teachers. Motion carried.

Phil Isaacs: aye

Danny  
O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Regular Agenda Items 9-E through 9-N were combined.

Policies 5.200, 5.201 and 5.701 are pulling references to retirement benefits out of these policies due to the newly created policy.

Approve recommended update of Board Policy 6.200, Attendance.

Motion was made by Phil Isaacs, second by Jamie Schaff to approve recommended update of Board Policy 6.200, Attendance. Motion carried.

Phil Isaacs: aye

Danny  
O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

State law has changed we can no longer withhold or deny a student driver's license because of poor student academic performance. Challenge with students absent from school. Proposing three days once a student returns to get excuse in to school personnel.

Approve recommended update of Board Policy 6.318, Admission of Suspended or Expelled Students.

Motion was made by Phil Isaacs, second by Jamie Schaff to approve recommended update of Board Policy 6.318, Admission of Suspended or Expelled Students. Motion carried.

Phil Isaacs: aye

Danny  
O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

If student requests enrollment in our district but suspended or expelled from another district, had to notify the Commissioner. We no longer have to notify the Commissioner of Education. Needed to change policy to align with state law.

Approve recommended update of Board Policy 6.409, Reporting Child Abuse.

Motion was made by Phil Isaacs, second by Jamie Schaff to approve recommended update of Board Policy 6.409, Reporting Child Abuse. Motion carried.

Phil Isaacs: aye

Danny  
O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Two changes to this policy.

1. Lowered requirement of individuals within the school system to participate in training. Now only employees who work directly with students. Only have to have the training every three years.

2. All employees: anytime threat of child abuse, employee can contact law enforcement and DCS before contacting the school.

FOR YOUR INFORMATION

Planning Communication with Governance from Blackburn, Childers & Steagall, PLC.

NEXT REGULARLY SCHEDULED BOARD MEETING

The next regularly scheduled Board Meeting will be held on the 21st day of July 2022, 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 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

Motion was made by Phil Isaacs to Adjourn the Meeting. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Phil Isaacs made the motion to adjourn the meeting.

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Chairman of the Board

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Director of Schools

**ELIZABETHTON CITY SCHOOLS  
GENERAL PURPOSE BUDGET  
2021-2022**

		<u>ORIGINAL BUDGET</u>	<u>AMENDMENT #1 GP June</u>	<u>AMENDED BUDGET</u>
<b>ESTIMATED REVENUES AND OTHER SOURCES</b>				
40000	Local Taxes	6,265,550.00	724,375.00	6,989,925.00
41000	Licenses & Permits	600.00	0.00	600.00
43000	Charges for Current Services	523,302.00	117,100.00	640,402.00
44000	Other Local Revenues	11,200.00	(100.00)	11,100.00
46500	State Education Funds	15,743,638.00	282,989.04	16,026,627.04
46800	Other State Revenues	273,560.00	0.00	273,560.00
47500	Other Federal Funds thru State	0.00	73,215.63	73,215.63
48000	Other Governments and Citizens Groups	25,200.00	3,010.00	28,210.00
49000	Other Sources - Indirect Cost	30,882.00	0.00	30,882.00
49000	Other Sources - City General Fund Transfer	2,400,000.00	0.00	2,400,000.00
49000	Other Sources - City - Excess Sales Tax	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>TOTAL ESTIMATED REVENUES AND OTHER SOURCES</b>		<b><u>25,273,932.00</u></b>	<b><u>1,200,589.67</u></b>	<b><u>26,474,521.67</u></b>
<b>ESTIMATED RESERVES</b>				
34000	Reserves to be Used for Specific Projects	0.00	142,225.00	<u>142,225.00</u>
<b>TOTAL ESTIMATED RESERVES</b>		<u>0.00</u>	<u>142,225.00</u>	<u>142,225.00</u>
<b>TOTAL AVAILABLE FUNDS</b>		<b><u>25,273,932.00</u></b>	<b><u>1,342,814.67</u></b>	<b><u>26,616,746.67</u></b>
<b>ESTIMATED EXPENDITURES</b>				
<b>INSTRUCTION</b>				
71100	Regular Instruction Program	11,389,838.00	356,997.72	11,746,835.72
71200	Special Education Program	2,065,538.00	21,210.00	2,086,748.00
71300	Vocational Education Program	1,075,195.00	7,350.00	1,082,545.00
71400	Student Body Education Program	<u>363,460.00</u>	<u>79,250.00</u>	<u>442,710.00</u>
<b>TOTAL INSTRUCTION</b>		<b><u>14,894,031.00</u></b>	<b><u>464,807.72</u></b>	<b><u>15,358,838.72</u></b>
<b>SUPPORT SERVICES</b>				
72100	Students	1,583,970.00	26,533.00	1,610,503.00
72200	Instructional Support	2,111,085.00	115,360.00	2,226,445.00
72300	General Administration	866,903.00	77,200.00	944,103.00
72400	School Administration - Office of Principal	1,655,558.00	12,908.00	1,668,466.00
72500	Business Administration	366,770.00	519.00	367,289.00
72600	Operation and Maintenance of Plant	2,458,940.00	361,692.00	2,820,632.00
72700	Student Transportation	<u>590,030.00</u>	<u>73,105.45</u>	<u>663,135.45</u>
<b>TOTAL SUPPORT SERVICES</b>		<b><u>9,633,256.00</u></b>	<b><u>667,317.45</u></b>	<b><u>10,300,573.45</u></b>
<b>NON-INSTRUCTIONAL SERVICES</b>				
73100	Food Services	27,314.00	8,225.00	35,539.00
73300	Community Services	221,552.00	36,350.00	257,902.00
73400	Early Childhood Education	404,779.00	1,114.50	405,893.50
76100	Regular Capital Outlay	92,000.00	165,000.00	257,000.00
99100	Operating Transfers	<u>1,000.00</u>	<u>0.00</u>	<u>1,000.00</u>
<b>NON-INSTRUCTIONAL SERVICES</b>		<b><u>746,645.00</u></b>	<b><u>210,689.50</u></b>	<b><u>957,334.50</u></b>
<b>TOTAL EXPENDITURES</b>		<b><u>25,273,932.00</u></b>	<b><u>1,342,814.67</u></b>	<b><u>26,616,746.67</u></b>
<b>ESTIMATED REVENUE &amp; RESERVES OVER EXPENDITURES</b>		<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>

**ELIZABETHTON CITY  
SCHOOLS**

GENERAL PURPOSE FUND  
BUDGET AMENDMENT  
# 1 GP

Fiscal Year 2021-2022  
June 2022

<b>Account Code</b>	<b>RESERVES Description</b>	<b>Approved Budget</b>	<b>Debit Decrease</b>	<b>Credit Increase</b>	<b>Amended Budget</b>
34760	15002 Assigned for Band Instruments	0.00		40,000.00	40,000.00
34760	15600 Assigned for Drivers' Ed Car	0.00		20,000.00	20,000.00
34770	02000 Assigned for the School Foodservice Progr	0.00		2,225.00	2,225.00
34770	05201 Assigned for Protected Entrances/Technolc	0.00		80,000.00	80,000.00
	<b>TOTALS</b>	<b>0.00</b>	<b>0.00</b>	<b>142,225.00</b>	<b>142,225.00</b>
			<b>142,225.00</b>		
<b>Account Code</b>	<b>REVENUES Description</b>	<b>Approved Budget</b>	<b>Debit Decrease</b>	<b>Credit Increase</b>	<b>Amended Budget</b>
<b>40000</b>	<b>Local Taxes</b>				
40110	Current Property Tax	3,325,000.00		25,000.00	3,350,000.00
40140	Interest and Penalty	24,000.00		2,000.00	26,000.00
40162	Payments in Lieu of Taxes Local Utilities	62,500.00	5,500.00		57,000.00
40163	Payments in Lieu of Taxes Other	4,000.00	1,500.00		2,500.00
40210	Local Option Sales Tax	2,700,000.00		700,000.00	3,400,000.00
40275	Mixed Drink Tax	18,000.00		3,000.00	21,000.00
40320	Bank Excise Tax	30,550.00		1,375.00	31,925.00
<b>43500</b>	<b>Education Charges</b>				
43511	Regular Tuition	300,000.00		70,750.00	370,750.00
43517	90150 Other Tuition - Swim Club	4,267.00		36,350.00	40,617.00
43990	15005 Archiving Grant	0.00		10,000.00	10,000.00
<b>44100</b>	<b>Recurring Items</b>				
44110	Investment Income	10,000.00	1,000.00		9,000.00
44990	Other Local Revenue	200.00		900.00	1,100.00
<b>46500</b>	<b>State Education Funds</b>				
46511	Basic Education Program	15,199,000.00		43,000.00	15,242,000.00
46515	35000 Early Childhood Education	404,779.00		1,114.50	405,893.50
46550	Driver Education	6,500.00		2,900.00	9,400.00
46590	Other State Funds	7,000.00	3,000.00		4,000.00
46590	01500 Learning Camp	0.00		113,114.85	113,114.85
46590	01550 STREAM Camp	0.00		32,318.53	32,318.53
46590	01600 Bridge Camp	0.00		50,860.71	50,860.71
46590	01700 Learning Camp Transportation	0.00		42,680.45	42,680.45
<b>47500</b>	<b>Federal Funds thru State</b>				
47590	01500 Learning Camp	0.00		41,985.72	41,985.72
47590	01550 STREAM Camp	0.00		11,995.92	11,995.92
47590	01600 Bridge Camp	0.00		19,233.99	19,233.99
<b>48600</b>	<b>Citizens Groups</b>				
48610	06000 Donations - Connie Baker Lab	0.00		1,200.00	1,200.00
48610	50001 Donations - SPED	0.00		1,810.00	1,810.00
	<b>TOTALS</b>	<b>22,095,796.00</b>	<b>11,000.00</b>	<b>1,211,589.67</b>	<b>23,296,385.67</b>
			<b>1,200,589.67</b>		

**ELIZABETHTON CITY  
SCHOOLS**

**GENERAL PURPOSE FUND  
BUDGET AMENDMENT  
# 1 GP**

**Fiscal Year 2021-2022  
June 2022**

<b>Account Code</b>	<b>EXPENDITURES Description</b>	<b>Approved Budget</b>	<b>Debit Increase</b>	<b>Credit Decrease</b>	<b>Amended Budget</b>
<b>71100</b>	<b>Regular Education</b>				
116	Teachers	7,567,686.00		60,000.00	7,507,686.00
116 01500	Teachers	0.00	79,200.00		79,200.00
116 01550	Teachers	0.00	28,200.00		28,200.00
116 01600	Teachers	0.00	48,000.00		48,000.00
116 91000	Teachers	3,400.00		1,300.00	2,100.00
128	Homebound Teacher	0.00	6,250.00		6,250.00
163 01500	Educational Assistants	0.00	10,080.00		10,080.00
163 01600	Educational Assistants	0.00	4,320.00		4,320.00
189	Other Salaries & Wages	0.00	120,000.00		120,000.00
201 01500	Social Security	0.00	5,536.00		5,536.00
201 01550	Social Security	0.00	1,749.00		1,749.00
201 01600	Social Security	0.00	3,244.00		3,244.00
204 01500	State Retirement	0.00	7,379.00		7,379.00
204 01550	State Retirement	0.00	2,300.00		2,300.00
204 01600	State Retirement	0.00	3,546.70		3,546.70
207 05400	Medical Insurance	0.00	12,000.00		12,000.00
208 05400	Dental Insurance	0.00	300.00		300.00
212 01500	Employer Medicare	0.00	1,295.00		1,295.00
212 01550	Employer Medicare	0.00	409.00		409.00
212 01600	Employer Medicare	0.00	759.00		759.00
217 01500	SRT - Retirement	0.00	1,119.00		1,119.00
217 01550	SRT - Retirement	0.00	517.00		517.00
217 01600	SRT - Retirement	0.00	1,259.00		1,259.00
429 01500	Instructional Supplies	0.00	26,203.57		26,203.57
429 01550	Instructional Supplies	0.00	8,780.45		8,780.45
429 15000	Instructional Supplies	34,665.00	10,600.00		45,265.00
449	Textbooks	200,000.00		195,000.00	5,000.00
449 10000	Textbooks	0.00	11,050.00		11,050.00
449 15000	Textbooks	0.00	145,650.00		145,650.00
449 20000	Textbooks	0.00	7,500.00		7,500.00
449 25000	Textbooks	0.00	5,000.00		5,000.00
449 30000	Textbooks	0.00	7,500.00		7,500.00
499	Other Supplies & Materials	0.00	2,500.00		2,500.00
499 15000	Other Supplies & Materials	5,354.00	7,275.00		12,629.00
722 15002	Instructional Equipment	0.00	43,776.00		43,776.00
<b>71200</b>	<b>Special Education</b>				
116	Teachers	900,150.00	16,000.00		916,150.00
195	Certified Sub Teachers	500.00	250.00		750.00
198	Non-Certified Sub Teachers	1,000.00	500.00		1,500.00
208 05400	Dental Insurance	350.00	150.00		500.00
212	Employer Medicare	19,000.00	1,000.00		20,000.00
499	Other Supplies and Materials	3,000.00	1,500.00		4,500.00
725 50001	Special Education Equipment	0.00	1,810.00		1,810.00
<b>71300</b>	<b>Vocational Education</b>				
116	Teachers	754,220.00		13,000.00	741,220.00
189	Other Salaries & Wages	0.00	17,000.00		17,000.00
195	Certified Sub Teachers	500.00	300.00		800.00
198	Non-Certified Sub Teachers	10,000.00	2,000.00		12,000.00
217	SRT - Retirement	0.00	7,000.00		7,000.00
217 01000	SRT - Retirement	5,950.00		5,950.00	0.00
<b>71400</b>	<b>Student Body Education - Other</b>				
189	Other Salaries & Wages	290,000.00	45,000.00		335,000.00
201	Social Security	18,000.00	2,500.00		20,500.00
212	Employer Medicare	4,200.00	500.00		4,700.00

**ELIZABETHTON CITY  
SCHOOLS**

**GENERAL PURPOSE FUND  
BUDGET AMENDMENT  
# 1 GP**

**Fiscal Year 2021-2022  
June 2022**

<b>Account Code</b>	<b>EXPENDITURES Description</b>	<b>Approved Budget</b>	<b>Debit Increase</b>	<b>Credit Decrease</b>	<b>Amended Budget</b>
599	Other Charges	0.00	500.00		500.00
790	15000 Other Equipment	0.00	30,750.00		30,750.00
<b>72110</b>	<b>Attendance</b>				
212	Employer Medicare	650.00	50.00		700.00
399	Other Contracted Services	22,000.00	1,700.00		23,700.00
<b>72120</b>	<b>Health Services</b>				
105	90200 Supervisor/Director	62,574.00		16,352.00	46,222.00
131	Medical Personnel	169,938.00	12,615.00		182,553.00
131	01500 Medical Personnel	0.00	4,000.00		4,000.00
201	90200 Social Security	3,880.00		1,014.00	2,866.00
201	Social Security	10,500.00	650.00		11,150.00
201	01500 Social Security	0.00	248.00		248.00
204	90200 State Retirement	5,950.00		1,554.00	4,396.00
204	01500 State Retirement	0.00	412.00		412.00
207	05400 Medical Insurance	0.00	14,000.00		14,000.00
207	90200 Medical Insurance	7,600.00	267.00		7,867.00
208	05400 Dental Insurance	0.00	600.00		600.00
212	Employer Medicare	2,400.00	225.00		2,625.00
212	01500 Employer Medicare	0.00	58.00		58.00
212	90200 Employer Medicare	900.00		230.00	670.00
399	90200 Other Contracted Services	250.00		250.00	0.00
499	90200 Other Supplies & Materials	1,916.00	14,458.00		16,374.00
524	90200 Inservice/Staff Development	1,500.00	4,700.00		6,200.00
<b>72130</b>	<b>Other Student Support</b>				
123	Guidance Personnel	435,680.00	65,000.00		500,680.00
130	Social Workers	51,150.00		51,150.00	0.00
161	Secretary	122,475.00		24,000.00	98,475.00
309	25100 Contracts with Government Agencies	8,740.00	310.00		9,050.00
309	25101 Contracts with Government Agencies	55,560.00	1,790.00		57,350.00
<b>72210</b>	<b>Regular Education - Support</b>				
105	Supervisor/Director	181,084.00	11,000.00		192,084.00
105	91000 Supervisor/Director	2,500.00		2,000.00	500.00
163	Educational Assistants	27,090.00	1,500.00		28,590.00
206	Life Insurance	758.00	60.00		818.00
217	SRT - Retirement	990.00	1,200.00		2,190.00
499	Other Supplies & Materials	2,500.00	1,500.00		4,000.00
499	91000 Other Supplies & Materials	2,050.00	3,300.00		5,350.00
524	Inservice/Staff Development	3,000.00	9,500.00		12,500.00
524	90700 Inservice/Staff Development	5,000.00	600.00		5,600.00
790	Other Equipment	0.00	12,000.00		12,000.00
<b>72230</b>	<b>Vocational Education - Support</b>				
524	Inservice/Staff Development	500.00	200.00		700.00
524	15101 Inservice/Staff Development	1,700.00	1,400.00		3,100.00
<b>72250</b>	<b>Technology Services</b>				
121	Data Processing Personnel	191,090.00	6,100.00		197,190.00
350	Internet Connectivity	133,000.00	25,000.00		158,000.00
709	Data Processing Equipment	68,500.00	44,000.00		112,500.00
<b>72310</b>	<b>Board of Education</b>				
305	Audit Services	33,800.00	1,100.00		34,900.00
320	Dues & Memberships	12,000.00	7,300.00		19,300.00
331	Legal Services	15,000.00	15,000.00		30,000.00
510	Trustee's Commissions	100,000.00	10,000.00		110,000.00

**ELIZABETHTON CITY  
SCHOOLS**

**GENERAL PURPOSE FUND  
BUDGET AMENDMENT  
# 1 GP**

**Fiscal Year 2021-2022  
June 2022**

<b>Account Code</b>	<b>EXPENDITURES Description</b>	<b>Approved Budget</b>	<b>Debit Increase</b>	<b>Credit Decrease</b>	<b>Amended Budget</b>
<b>72320</b>	<b>Director of Schools</b>				
101	Director of Schools	119,480.00	5,500.00		124,980.00
207	Medical Insurance	27,050.00	8,000.00		35,050.00
208	Dental Insurance	945.00	300.00		1,245.00
307	Communication	58,000.00	30,000.00		88,000.00
<b>72410</b>	<b>Office of the Principal</b>				
139	01500 Assistant Principals	0.00	6,000.00		6,000.00
139	01550 Assistant Principals	0.00	2,000.00		2,000.00
139	01600 Assistant Principals	0.00	6,000.00		6,000.00
161	Secretary(s)	134,180.00	34,000.00		168,180.00
161	01500 Secretary(s)	0.00	1,920.00		1,920.00
161	01600 Secretary(s)	0.00	1,680.00		1,680.00
189	Other Salaries & Wages	178,510.00		45,000.00	133,510.00
201	01500 Social Security	0.00	492.00		492.00
201	01550 Social Security	0.00	124.00		124.00
201	01600 Social Security	0.00	476.00		476.00
204	01500 State Retirement	0.00	801.00		801.00
204	01550 State Retirement	0.00	206.00		206.00
204	01600 State Retirement	0.00	280.00		280.00
207	05400 Medical Insurance	0.00	2,550.00		2,550.00
208	05400 Dental Insurance	0.00	80.00		80.00
212	01500 Employer Medicare	0.00	115.00		115.00
212	01550 Employer Medicare	0.00	29.00		29.00
212	01600 Employer Medicare	0.00	111.00		111.00
217	01600 TCRS - SRT	0.00	419.00		419.00
355	15000 Travel	400.00	250.00		650.00
524	15000 Inservice/Staff Development	750.00	375.00		1,125.00
<b>72510</b>	<b>Fiscal Services</b>				
435	Office Supplies	5,000.00	3,800.00		8,800.00
524	Inservice/Staff Development	5,000.00		3,281.00	1,719.00
<b>72610</b>	<b>Operation of Plant</b>				
410	Custodial Supplies	10,000.00	6,000.00		16,000.00
166	01500 Custodial Personnel	0.00	3,700.00		3,700.00
201	01500 Social Security	0.00	196.00		196.00
204	01500 State Retirement	0.00	300.00		300.00
212	01500 Employer Medicare	0.00	46.00		46.00
415	Electricity	480,000.00	40,000.00		520,000.00
434	Natural Gas	85,000.00	8,000.00		93,000.00
454	Water & Sewer	47,000.00	50,000.00		97,000.00
<b>72620</b>	<b>Maintenance of Plant</b>				
167	Maintenance Personnel	249,560.00	7,300.00		256,860.00
207	Medical Insurance	40,950.00	4,650.00		45,600.00
335	Maintenance & Repair of Buildings	412,000.00	225,000.00		637,000.00
338	Maintenance & Repair of Vehicles	5,000.00	1,500.00		6,500.00
399	Other Contracted Services	72,000.00	15,000.00		87,000.00
<b>72710</b>	<b>Transportation</b>				
105	Supervisor/Director	2,800.00	2,000.00		4,800.00
105	01700 Supervisor/Director	0.00	8,263.00		8,263.00
146	01700 Bus Drivers	0.00	8,000.00		8,000.00
189	01700 Other Salaries & Wages	0.00	18,720.00		18,720.00
201	01700 Social Security	0.00	2,169.00		2,169.00
204	01700 State Retirement	0.00	2,687.00		2,687.00
212	01700 Employer Medicare	0.00	507.00		507.00
217	TCRS - SRT	0.00	25.00		25.00



**ELIZABETHTON CITY SCHOOLS  
FEDERAL PROJECTS BUDGET**

		2021-2022 ORIGINAL BUDGET	AMENDMENT # 1FP January	AMENDMENT # 2 FP June	2021-2022 AMENDED BUDGET
<b>ESTIMATED REVENUES AND OTHER SOURCES</b>					
47100	Federal Funds Received thru State	5,988,237.00	2,613,894.50	(3,536,842.00)	5,065,289.50
47900	Direct Federal Revenue	0.00	0.00	0.00	0.00
49800	Operating Transfer	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	<b>TOTAL ESTIMATED REVENUES AND OTHER SOURCES</b>	<b><u>5,988,237.00</u></b>	<b><u>2,613,894.50</u></b>	<b><u>(3,536,842.00)</u></b>	<b><u>5,065,289.50</u></b>
<b>ESTIMATED RESERVES</b>					
39000	Unassigned Fund Balance	<u>0.00</u>	<u>0.00</u>	0.00	<u>0.00</u>
	<b>TOTAL ESTIMATED REVENUES AND OTHER SOURCES</b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>
<b>ESTIMATED EXPENDITURES</b>					
<b>INSTRUCTION</b>					
71100	Regular Instruction Program	1,429,294.00	1,545,527.09	(303,230.95)	2,671,590.14
71200	Special Education Program	591,344.00	151,307.86	0.00	742,651.86
71300	Vocational Education Program	<u>26,157.00</u>	<u>4,500.37</u>	<u>(3,580.00)</u>	<u>27,077.37</u>
	<b>TOTAL INSTRUCTION</b>	<b><u>2,046,795.00</u></b>	<b><u>1,701,335.32</u></b>	<b><u>(306,810.95)</u></b>	<b><u>3,441,319.37</u></b>
<b>SUPPORT SERVICES</b>					
72100	Students	136,889.00	100,144.05	6,865.95	243,899.00
72200	Instructional Staff	362,852.00	205,769.27	102,805.00	671,426.27
72700	Student Transportation	<u>68,985.00</u>	<u>4,121.00</u>	<u>0.00</u>	<u>73,106.00</u>
	<b>TOTAL SUPPORT SERVICES</b>	<b><u>568,726.00</u></b>	<b><u>310,034.32</u></b>	<b><u>109,670.95</u></b>	<b><u>988,431.27</u></b>
<b>NON-INSTRUCTIONAL SERVICES</b>					
73300	Community Services	<u>142,834.00</u>	<u>(250.00)</u>	<u>0.00</u>	<u>142,584.00</u>
	<b>TOTAL NON -INSTRUCTIONAL SERVICES</b>	<b><u>142,834.00</u></b>	<b><u>(250.00)</u></b>	<b><u>0.00</u></b>	<b><u>142,584.00</u></b>
<b>Capital Outlay</b>					
76100	Building Improvements	<u>3,200,000.00</u>	<u>600,000.00</u>	<u>(3,350,000.00)</u>	<u>450,000.00</u>
	<b>TOTAL OTHER USES</b>	<b><u>3,200,000.00</u></b>	<b><u>600,000.00</u></b>	<b><u>(3,350,000.00)</u></b>	<b><u>450,000.00</u></b>
<b>OTHER USES</b>					
99100	Operating Transfers	<u>29,882.00</u>	<u>2,774.86</u>	<u>10,298.00</u>	<u>42,954.86</u>
	<b>TOTAL OTHER USES</b>	<b><u>29,882.00</u></b>	<b><u>2,774.86</u></b>	<b><u>10,298.00</u></b>	<b><u>42,954.86</u></b>
	<b>TOTAL EXPENDITURES &amp; OTHER USES</b>	<b><u>5,988,237.00</u></b>	<b><u>2,613,894.50</u></b>	<b><u>(3,536,842.00)</u></b>	<b><u>5,065,289.50</u></b>
<b>ESTIMATED REVENUE AND RESERVES OVER EXPENDITURES</b>		<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>

Account Code		REVENUES Description	Approved Budget	Debit Decrease	Credit Increase	Amended Budget
		<b>ESSER 2.0 - Project 932</b>				
47307	932	ESSER 2.0 Grant	1,695,244.00	836,371.00		858,873.00
		<b>Early Literacy Networks - Project 950</b>				
47309	950	Literacy Grant	0.00		40,000.00	40,000.00
		<b>Literacy Stipend Grant- Project LSG</b>				
47309	LSG	Literacy Grant	0.00		98,000.00	98,000.00
		<b>ESSER Planning Grant - Project 931</b>				
47307	931	ESSER Planning Grant	62,500.00		62,500.00	125,000.00
		<b>ESSER 3.0 - Project 933</b>				
47401	933	ESSER 3.0	4,229,871.00	3,053,221.00		1,176,650.00
		<b>TN ALL Corps - Project 930</b>				
47401	930	TN ALL Corps	152,250.00		152,250.00	304,500.00
		<b>TOTALS</b>	<b>6,139,865.00</b>	<b>3,889,592.00</b>	<b>352,750.00</b>	<b>2,603,023.00</b>
				<b>(\$3,536,842.00)</b>	<b>Increase in Revenues</b>	
Account Code		EXPENDITURES Description	Approved Budget	Debit Increase	Credit Decrease	Amended Budget
		<b>Carl Perkins - Project OCP</b>				
<b>71300</b>		<b>Vocational Education Program</b>				
499	OCP	Other Supplies & Materials	6,330.00		2,880.00	3,450.00
730	OCP	Vocational Instructional Equipment	21,527.37		700.00	20,827.37
		<b>Support Services-Other Student Support</b>				
355	OCP	Travel	5,000.00	3,670.00		8,670.00
524	OCP	Inservice / Staff Development	5,750.00	700.00		6,450.00
		<b>Support Services -Vocational Education</b>				
524	OCP	Inservice / Staff Development	1,947.59		790.00	1,157.59
		<b>ARP Homeless 2.0- Project 702</b>				
<b>71100</b>		<b>Regular Education Program</b>				
499	702	Other Supplies & Materials	7,000.00	2,504.05		9,504.05
		<b>Support Services-Other Student Support</b>				
599	702	Other Charges	9,504.05		2,504.05	7,000.00
		<b>Early Literacy Networks - Project 950</b>				
<b>72210</b>		<b>Regular Education Program-Support</b>				
399	950	Other Contracted Services	0.00	40,000.00		40,000.00

Account Code		EXPENDITURES Description	Approved Budget	Debit Increase	Credit Decrease	Amended Budget
		<b>ESSER Planning Grant - Project 931</b>				
<b>72210</b>		<b>Regular Education Program-Support</b>				
189	931	Other Salaries & Wages	47,771.00	47,771.00		95,542.00
201	931	Social Security	2,962.00	2,962.00		5,924.00
204	931	State Retirement	4,921.00	4,920.00		9,841.00
206	931	Life Insurance	68.00	67.00		135.00
207	931	Medical Insurance	5,850.00	5,850.00		11,700.00
208	931	Dental Insurance	236.00	237.00		473.00
212	931	Employer Medicare	692.00	693.00		1,385.00
		<b>ESSER 2.0 - Project 932</b>				
<b>71100</b>		<b>Regular Education Program</b>				
201	932	Social Security	4,835.00	1,265.00		6,100.00
204	932	State Retirement	8,030.00	1,655.00		9,685.00
212	932	Employer Medicare	1,130.00	320.00		1,450.00
471	932	Software	157,931.00		140,706.00	17,225.00
		<b>Technology</b>				
206	932	Life Insurance	45.00	45.00		90.00
217	932	TCRS-SRT	0.00	1,050.00		1,050.00
		<b>Capital Outlay</b>				
<b>76100</b>		<b>Capital Outlay</b>				
707	932	Building Improvements	800,000.00		700,000.00	100,000.00
		<b>ESSER 3.0 - Project 933</b>				
<b>71100</b>		<b>Regular Education Program</b>				
116	933	Teachers	58,861.00	341,139.00		400,000.00
163	933	Educational Assistants	234,495.00		134,495.00	100,000.00
189	933	Other Salaries & Wages	331,831.00		331,831.00	0.00
201	933	Social Security	66,538.00		63,538.00	3,000.00
204	933	State Retirement	106,686.00		60,186.00	46,500.00
206	933	Life Insurance	2,009.00		1,059.00	950.00
207	933	Medical Insurance	223,746.00		123,746.00	100,000.00
208	933	Dental Insurance	8,943.00		5,443.00	3,500.00
212	933	Employer Medicare	15,562.00		8,562.00	7,000.00
499	933	Other Supplies & Materials	5,500.00		5,500.00	0.00
722	933	Regular Instructional Equipment	10,000.00		10,000.00	0.00
		<b>Capital Outlay</b>				
<b>76100</b>		<b>Capital Outlay</b>				
707	933	Building Improvements	3,000,000.00		2,650,000.00	350,000.00
		<b>TN ALL Corps - Project 930</b>				
<b>71100</b>		<b>Regular Education Program</b>				
116	930	Teachers	41,543.00	41,542.00		83,085.00
163	930	Educational Assistants	51,972.00	51,971.00		103,943.00
201	930	Social Security	5,798.00	5,798.00		11,596.00
204	930	State Retirement	8,681.00	8,682.00		17,363.00
206	930	Life Insurance	202.00	203.00		405.00
207	930	Medical Insurance	24,421.00	24,421.00		48,842.00
208	930	Dental Insurance	1,024.00	1,024.00		2,048.00
212	930	Employer Medicare	1,356.00	1,356.00		2,712.00
499	930	Other Supplies & Materials	17,253.00	17,253.00		34,506.00

Account Code		EXPENDITURES Description	Approved Budget	Debit Increase	Credit Decrease	Amended Budget
		<b>Literacey Stipend Grant- Project LSG</b>				
<b>71100</b>		<b>Special Education Program</b>				
189	LSG	Other Salaries & Wages	0.00	98,000.00		98,000.00
		<b>Title I, Neglected - Project T1N</b>				
<b>71100</b>		<b>Regular Education Program</b>				
429	T1N	Instructional Supplies	13,410.00		3,822.31	9,587.69
722	T1N	Regular Instruction Equipment	10,807.09	3,822.31		14,629.40
		<b>Title I - Project OT1</b>				
<b>71100</b>		<b>Regular Education Program</b>				
429	OT1	Instructional Supplies	73,377.00		7,000.00	66,377.00
722	OT1	Regular Instruction Equipment	5,562.53	2,000.00		7,562.53
<b>72130</b>		<b>Support Services-Other Student Support</b>				
499	OT1-10050	Other Supplies & Materials	1,200.00	3,000.00		4,200.00
499	OT1-20050	Other Supplies & Materials	2,000.00	2,000.00		4,000.00
		<b>ESSER, Cares Act- Project CRS</b>				
<b>71100</b>		<b>Regular Education Program</b>				
471	CRS	Software	53,298.00		10,298.00	43,000.00
<b>99100</b>		<b>Operating Transfers</b>				
504	CRS	Indriect Cost	3,678.86	10,298.00		13,976.86
		<b>TOTALS</b>	<b>5,471,284.49</b>	<b>726,218.36</b>	<b>4,263,060.36</b>	<b>1,934,442.49</b>
				<b>(\$3,536,842.00)</b>	<b>Increase in Expenditures</b>	
			<b>\$0.00</b>		<b>Net Change</b>	

**ELIZABETHTON CITY SCHOOLS  
SCHOOL NUTRITION BUDGET**

		<b>2021-2022 ORIGINAL BUDGET</b>	<b>AMENDMENT # 1 SNP JUNE</b>	<b>2021-2022 AMENDED BUDGET</b>
<b>ESTIMATED REVENUES AND OTHER SOURCES</b>				
43000	Charges for Current Services	65,575.00	0.00	65,575.00
44000	Other Local Revenues	2,000.00	0.00	2,000.00
46500	State Education Funds	10,000.00	0.00	10,000.00
47100	Federal Funds Received thru State	<u>1,096,500.00</u>	<u>905,000.00</u>	<u>2,001,500.00</u>
	<b>TOTAL ESTIMATED REVENUES AND OTHER SOURCES</b>	<b><u>1,174,075.00</u></b>	<b><u>905,000.00</u></b>	<b><u>2,079,075.00</u></b>
<b>ESTIMATED RESERVES</b>				
39000	Reserves to be used for Specific Projects	0.00	0.00	0.00
	<b>TOTAL ESTIMATED RESERVES</b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>
<b>ESTIMATED EXPENDITURES</b>				
	<b>NON-INSTRUCTIONAL SERVICES</b>			
73100	Food Service	<u>1,174,075.00</u>	<u>905,000.00</u>	<u>2,079,075.00</u>
	<b>TOTAL EXPENDITURES</b>	<b><u>1,174,075.00</u></b>	<b><u>905,000.00</u></b>	<b><u>2,079,075.00</u></b>
	<b>ESTIMATED REVENUE &amp; RESERVES OVER EXPENDITURES</b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>

**SCHOOL NUTRITION FUND  
BUDGET AMENDMENT # 1 SNP**

**Fiscal Year 2021-2022  
4th Quarter - June 2022**

<b>Account Code</b>	<b>REVENUES Description</b>	<b>Approved Budget</b>	<b>Debit Decrease</b>	<b>Credit Increase</b>	<b>Amended Budget</b>
<b>47100</b>	<b>Federal Funds Received thru State</b>				
47111	USDA School Lunch Program	615,000.00		614,000.00	1,229,000.00
47113	USDA Breakfast	370,000.00		179,000.00	549,000.00
47114	USDA Other	18,000.00		112,000.00	130,000.00
	TOTALS	<u>1,003,000.00</u>	<u>0.00</u>	<u>905,000.00</u>	<u>1,908,000.00</u>
		<b>\$905,000.00</b>		<b>Increase in Revenues</b>	
<b>Account Code</b>	<b>EXPENDITURES Description</b>	<b>Approved Budget</b>	<b>Debit Increase</b>	<b>Credit Decrease</b>	<b>Amended Budget</b>
<b>73100</b>	<b>Food Service Program</b>				
165	Cafeteria Personnel				0.00
336	Maintenance & Repair - Equipment	6,000.00	20,000.00		26,000.00
422	Food Supplies	400,000.00	300,000.00		700,000.00
499	Other Supplies & Materials	30,250.00	50,000.00		80,250.00
599	Other Charges	7,750.00	15,000.00		22,750.00
710	Food Service Equipment	2,500.00	520,000.00		522,500.00
	TOTALS	<u>446,500.00</u>	<u>905,000.00</u>	<u>0.00</u>	<u>1,351,500.00</u>
		<b>\$905,000.00</b>		<b>Increase in Expenditures</b>	
		<b>\$0.00</b>		<b>Net Change</b>	

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in October</b>	Descriptor Term: <b>Emergency Preparedness Plan</b>	Descriptor Code: <b>3.202</b>	Issued Date: <b>07/18/17</b>
		Rescinds: <b>3.202</b>	Issued: <b>12/13/16</b>

1 The Director of Schools shall be responsible for developing, maintaining, and acquiring board  
2 approval of the district Emergency Preparedness Plan,<sup>1</sup> which shall include procedures for bomb  
3 threats, civil disturbances, armed intruders, earthquakes, fires, tornadoes or other severe weather, and  
4 medical emergencies.

5 The Principal of each school shall develop and implement emergency preparedness drills which shall  
6 be approved by the Director of Schools. When appropriate, such drills shall be held in conjunction with  
7 emergency response agencies.

## 8 **FIRE AND SAFETY DRILLS**

9 The Principal shall ensure that one (1) fire drill requiring full evacuation is given every thirty (30)  
10 school days, with two (2) fire drills occurring during the first thirty (30) full days of the school year.  
11 Additionally, he/she shall ensure that four (4) fire safety educational announcements are conducted  
12 throughout the year.<sup>2</sup>

13 The Principal shall ensure that three (3) additional safety drills are given during the school year.<sup>3</sup> These  
14 drills may cover inclement weather, earthquakes, armed intruders, or other emergency drills that do not  
15 require full evacuation. A record of all fire or safety drills, including the time and date, shall be kept in  
16 each school's office.<sup>3</sup>

## 17 **ARMED INTRUDER DRILLS**

18 The Principal shall ensure that each school safety team conducts at least one (1) armed intruder drill  
19 annually in coordination with local law enforcement.<sup>4</sup>

## 20 **AED DRILLS**

21 All schools shall conduct a CPR and AED drill to ensure awareness of the steps that shall be taken in  
22 the event of a medical emergency. The Principal shall ensure that the drill occurs.

23 The Director of Schools shall develop the necessary administrative procedures on AED and CPR  
24 training, planning, notification, and maintenance to comply with state law.

25

## 26 **MEDICAL EMERGENCIES/PANDEMIC FLU**

27 In the event of medical emergencies, such as a pandemic flu outbreak, school officials shall cooperate  
28 and consult with the local and state health departments and other local emergency or healthcare

1 providers in protecting students and the community from further infection. The Director of Schools  
2 shall develop procedures for health emergencies in accordance with state law.

3 **REMOTE LEARNING DRILLS<sup>7</sup>**

4 At least once each school year, a remote learning drill shall be conducted. The drill shall accurately  
5 reflect how students will transition to remote learning in the event of a disruption to school operations.  
6 Students shall not be asked or required to transition to remote learning at any time during the drill.

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Legal References

1. TRR/MS 0520-01-02-.30(2); TCA 49-6-804; TCA 49-6-805(8)
2. TCA 68-102-137(b)
3. TCA 68-102-137(f)
4. TCA 49-6-807
5. TCA 49-2-122; TCA 49-6-1208
6. TCA 49-6-3004(a), (e); TCA 49-5-404
7. Public Acts of 2022, Chapter No. 936

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Cross References

Emergency Closings 1.8011  
Safety 3.201  
Community Use of School Facilities 3.206

# Elizabethton Board of Education

Monitoring: <b>Review: Annually, in April</b>	Descriptor Term: <b>Use of Unmanned Aircraft Systems (Drones)</b>	Descriptor Code: <b>3.219</b>	Issued Date: <b>07/07/16</b>
		Rescinds:	Issued:

- 1 An unmanned aircraft system (Drone) means a powered, aerial vehicle that:
- 2 1. Does not carry a human operator and is operated without the possibility of direct human  
3 intervention from within or on the aircraft;
  - 4
  - 5 2. Uses aerodynamic forces to provide vehicle lift;
  - 6
  - 7 3. Can fly autonomously or be piloted remotely; and
  - 8
  - 9 4. Can be expendable or recoverable.<sup>1</sup>

## 10 **Appropriate Use**

11 Visitors and unsupervised students are prohibited from operating drones on district property. District  
12 personnel are authorized to use aerial drones upon approval of the director of schools.

13 Staff members, students, coaches, sponsors, or parents representing the district or any of its affiliated  
14 clubs shall operate any and all district drones in accordance with this policy and all applicable Federal  
15 Aviation laws and regulations such as the FAA Modernization and Reform Act of 2012.<sup>2</sup> This includes  
16 any additional certifications or authorizations that may be required from the Federal Aviation  
17 Administration based on the drone's intended use.<sup>3</sup>

18 The following guidelines must be adhered to by anyone flying a drone on district property:

- 19
- 20 1. All drones operating on district property must weigh no more than 55 lbs.
- 21
- 22 2. Operators must not operate a drone within five (5) miles of any airport without prior  
23 notification and confirmation from airport authorities.
- 24
- 25 3. Operators must not operate a drone above an altitude of 400 feet above ground level and remain  
26 clear of surrounding obstacles.
- 27
- 28 4. Operators must maintain safe control and line of sight with the drone during all stages of  
29 operation.
- 30

- 1       5. Operators must maintain a safe operating distance from crowds and ensure drone operations do  
2       not interfere with manned aircraft operations.
- 3
- 4       6. Data collected by a drone can only be used for hobby (educational) purposes and may not be  
5       sold for profit.
- 6
- 7       7. If there is a plan to fly drones over property that is not owned by the district, the director of  
8       schools shall first obtain written permission from the owner of the property at issue. District  
9       personnel operating drones on property not owned by the district must adhere to all  
10       requirements of this policy.<sup>3</sup>
- 11
- 12       8. Operators assume all risk of damage to property and bodily injuries that may occur due to  
13       unsafe operation of district owned drones.

#### 14    *Inappropriate Use*

15    Inappropriate use of drones includes, but is not limited to, the following:

- 16       1. Violating any local, state, or federal statutes or regulations;
- 17
- 18       2. Taking pictures of property or persons without consent;<sup>4</sup>
- 19
- 20       3. Violating safe operating protocols as defined in drone user manual and classroom guidelines;
- 21
- 22       4. Failing to follow a district policy while using the district's drone technology or failing to follow  
23       any other policies or guidelines established by district administrators or their designees; and  
24
- 25       5. Harassing, defined as persistently annoying of another, interfering with another's work,  
26       insulting, or attacking others.

#### 27    *Violations*

28    District staff shall monitor for inappropriate use of district drone technology as defined by this policy.  
29    Violators may be subject to disciplinary action, up to an including suspension and/or expulsion for  
30    students or suspension and/or termination for employees.

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Legal References

1. TCA 39-13-609(b)
2. FAA Modernization and Reform Act of 2012, Public Law 112-95 § 336 (112<sup>th</sup> Congress, 2d session).
3. FAA Modernization and Reform Act of 2012, Public Law 112-95 § 333 (112<sup>th</sup> Congress, 2d session); 14 CFR § 21
4. TCA 39-13-903(a)(3)

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Cross References

Click here to choose a school board.

Monitoring: <b>Review: Annually, in November</b>	Descriptor Term: <b>Virtual Education Program</b>	Descriptor Code: <b>4.212</b>	Issued Date:
		Rescinds:	Issued:

1 *General*

2 The Elizabethton City Schools virtual education program is a course or series of courses offered by a  
3 school district to provide students a broader range of educational opportunities through the use of  
4 technology. Utilizing this program is temporary and shall not replace a student's regular instructional  
5 program.<sup>1</sup>

6 Class size ratios for the virtual education program shall comply with the requirements as outlined in  
7 state law.<sup>2</sup>

8 Virtual education programs<sup>3</sup> shall be made available to students for the following purposes:

- 9 1. Academic remediation or providing students access to a wider range of courses;  
10  
11 2. Continuity of educational service for students who are homebound;<sup>4</sup>  
12  
13 3. Continuity of educational service for students who are quarantining;<sup>5</sup> and  
14  
15 4. Continuity of educational service for students enrolled in an alternative school.<sup>6</sup>

16 **ELIGIBILITY AND PARTICIPATION REQUIREMENTS**

17 Students shall be eligible to utilize a virtual education program if participating in one of the above  
18 educational opportunities. The following factors shall also be taken into consideration when  
19 determining eligibility:

- 20 1. Attendance;  
21  
22 2. Grades;  
23  
24 3. Technology survey  
25

26 **ATTENDANCE**

27 Student attendance in the virtual education program shall adhere to the general requirements of board  
28 policy 6.200 and any relevant administrative procedures.

- 1 Methods of confirming student attendance shall include two or more of the following:
- 2 1. Students participating in a phone call with a teacher, with parent/guardian support as  
3 appropriate for the age of the student;
  - 4 2. Students participating in synchronous virtual instruction;
  - 5 3. Students completing work in a learning management system; or
  - 6 4. Students submitting work via hard-copy or virtual formats
  - 7
  - 8
  - 9
  - 10

## 11 **REMOVAL FROM VIRTUAL EDUCATION PROGRAM**

12 A student may be removed from the virtual education program or denied future enrollment in a virtual  
13 education program based on disciplinary issues, attendance issues, or poor academic performance.

14 Before a student is removed based on poor academic performance, the following interventions shall  
15 occur:

- 16 1. Notification of parent/guardian;
- 17 2. One-on-one assessment conducted by the principal/designee regarding any learning needs and  
18 academic performance
- 19
- 20

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### Legal References

1. TRR/MS 0520-01-03-.05(2)
2. TCA 49-1-104(h); State Board of Education Policy  
3.206
3. TCA 49-16-101; TRR/MS 0520-01-03-.05(2)(a)
4. TRR/MS 0520-01-02-.10; TRR/MS 0520-01-09-.07
5. TRR/MS 0520-01-13-.01(1)(d)(1)
6. TRR/MS 0520-01-02-.09

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### Cross References

Homebound Instruction 4.206  
Credit Recovery 4.210  
Alternative Education 6.319

Click here to choose a school board.

Monitoring: <b>Review: Annually, in January</b>	Descriptor Term: <b>Employment of Retirees</b>	Descriptor Code: <b>5.119</b>	Issued Date:
		Rescinds:	Issued:

1 *General*

2 The Director of Schools may hire a retired individual if certain conditions are met as provided for in  
3 state law.

4 **EMPLOYMENT CONTRACTS FOR UP TO 120 DAYS**

5 Teachers who retire under the Tennessee Consolidated Retirement System (TCRS) may be employed  
6 for up to one hundred twenty (120) days per year without loss of retirement benefits. Retired teachers  
7 may substitute teach for additional days if the Director of Schools certifies in writing to the Division of  
8 Retirement that no other qualified personnel are available to substitute teach.<sup>1</sup>

9 **EMPLOYMENT CONTRACTS FOR ONE YEAR**

10 The Director of Schools may employ teachers retired for at least one (1) year for full-time employment  
11 as a kindergarten through twelfth (K-12) grade teacher on a year-to-year basis. Retirement benefits will  
12 not be lost or suspended under certain conditions which include, but are not limited to, the following:<sup>2</sup>

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

**1 ADDITIONAL EMPLOYMENT OPTION FOR RETIREES<sup>3</sup>**

2 Retired members of TCRS or a similar system may be offered reemployment for up to one (1) year as  
3 a kindergarten through twelfth (K-12) grade teacher, substitute teacher, or bus driver under the  
4 following conditions:

- 5 1. The retired member has been retired for at least sixty (60) calendar days;  
6
- 7 2. The retirement benefit payable to the retired member is reduced to seventy percent (70%) of the  
8 retirement allowance;  
9
- 10 3. The retired member's employment can't be longer than a one (1) year period; however, the  
11 retired member can be reemployed for additional one (1) year periods;  
12
- 13 4. The retired member is not drawing disability retirement benefits; and  
14
- 15 5. The retired member can't accrue additional retirement benefits.

16 The Director of Schools shall notify TCRS of the member's reemployment and certify in writing that  
17 the retired member has the required experience and training for the position and that no other qualified  
18 persons are available to fill the position.

19 Once the retired member is hired by the district, the district shall pay TCRS as prescribed by state law.  
20 The school district shall pay to TCRS during the period of reemployment the greater of (1) a payment  
21 equal to the amount the school district would have contributed to TCRS; or (2) an amount equal to five  
22 percent (5%) of the retired member's pay rate.

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**Legal References**

1. TCA 8-36-805
2. TCA 8-36-821
3. Public Acts of 2022, Chapter No. 821

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**Cross References**

Application and Employment 5.106  
Substitute Teachers 5.701

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in January</b>	Descriptor Term: <b>Separation Practices for Tenured Teachers</b>	Descriptor Code: <b>5.200</b>	Issued Date: <b>09/16/21</b>
		Rescinds: <b>5.200</b>	Issued: <b>08/20/19</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) working days of the  
14 receipt of 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. The release by the Board of the teacher from the contract that the teacher has entered into with  
33 the Board.

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

37 Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with  
38 the State Board of Education and request the suspension of a teacher's license. After the State Board of

1 Education has provided the teacher an opportunity for defense during a hearing, the State Board of  
2 Education may suspend the license for no less than thirty (30) days and no more than three hundred  
3 sixty-five (365) days.<sup>8</sup>

#### 4 **RETIREMENT**

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

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

#### 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)
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: <b>Review: Annually, in January</b>	Descriptor Term: <b>Separation Practices for Non- Tenured Teachers</b>	Descriptor Code: <b>5.201</b>	Issued Date: <b>09/16/21</b>
		Rescinds: <b>5.201</b>	Issued: <b>08/20/19</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,  
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, overnight carrier, or  
33 by email within five (5) business days following the last instructional day for the school year.<sup>3</sup> If  
34 the reason for nonrenewal is due only to a loss of funding for the position, then the notice shall  
35 include a statement listing it as the cause for nonrenewal.<sup>4</sup>
- 36

## 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>5</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>6</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 release by the Board of the teacher from the contract which the teacher has entered into with  
9 the Board.

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

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

## 18 RETIREMENT

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

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

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

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
4. Public Acts of 2022, Chapter No, 678
5. TCA 49-5-508
6. TCA 49-5-411(a)
7. TCA 49-5-706
8. TCA 49-5-411(b)
9. TCA 8-36-805

Cross References

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

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in February</b>	Descriptor Term: <b>Substitute Teachers</b>	Descriptor Code: <b>5.701</b>	Issued Date: <b>11/16/21</b>
		Rescinds: <b>5.701</b>	Issued: <b>07/18/17</b>

1 Substitute teachers are those teachers used to replace teachers on leave or to fill temporary vacancies  
2 until a licensed teacher is available.<sup>1,2</sup> Substitute teachers may be employed and paid directly by the  
3 Board or by a third-party employer through an agreement between such third-party employer and the  
4 Board.

5 Substitute teachers employed by third party entities shall be subject to the same unemployment benefit  
6 eligibility conditions as substitute teachers employed directly by the Board of Education.<sup>2</sup>

## 7 **APPLICATION/QUALIFICATIONS**

8 Criminal history record checks and fingerprinting of applicants for substitute teaching are required.<sup>3</sup>

9 Applicants with revoked licenses or certificates according to the Department of Education shall not be  
10 hired.<sup>4</sup>

11 Qualifications for substitute teachers shall be determined by the Director of Schools in compliance with  
12 board policy, state laws, and State Board rules and regulations.

13 A list of substitute teacher(s) will be prepared by the Director of Schools who will maintain file(s) which  
14 may include transcripts, credentials, recommendations, and other pertinent information.

## 15 **COMPENSATION**

16 If employed directly by the Board of Education, the compensation of substitute teachers shall be  
17 determined annually by the Board.

18 Retired teachers serving as substitutes who do not have an active teaching license shall be paid the same  
19 as a retired substitute teacher with an active teaching license. This only applies to teachers who retired  
20 after July 1, 2011 through July 1, 2016.<sup>5</sup>

## 21 **CERTIFICATION**

22 When substituting for a regular teacher who has been absent for twenty (20) consecutive days, a  
23 substitute teacher must possess a teaching certificate with endorsement in the discipline(s) to be taught  
24 or shall be a retired teacher that held the appropriate endorsement.<sup>6</sup>

25 When substituting for a teacher without sick leave, the substitute shall be certified and paid according to  
26 the state salary schedule.<sup>1</sup>

## 27 **EMERGENCY NEEDS**

1 All teacher aides, secretaries, and clerks are approved substitute teachers for use in emergency situations.  
2 Emergency use shall be defined as less than a full day due to the regular or substitute teacher being  
3 unable to arrive on time or remain for the full day.

4 Said substitutes shall receive the proportionate equivalent salary regular substitute teachers would  
5 receive under similar circumstances or their regular salary, if higher; however, they shall not receive pay  
6 for both positions at the same time.

#### 7 **TRAINING AND ORIENTATION**

8 The Director of Schools shall be responsible for ensuring that there are appropriate training and  
9 development programs for substitute teachers.

#### 10 **RESPONSIBILITIES**

11 Substitute teachers shall assume the same responsibilities as the regular teacher, including, but not  
12 limited to, bus duty and playground supervision.

#### 13 **RE-EMPLOYMENT/TERMINATION**

14 On an annual basis, the director of schools, with input from the principals, shall determine which  
15 substitute teachers performed at an acceptable level. Substitute teachers who performed below an  
16 acceptable level shall not be re-employed.

17 All substitutes shall be responsible for providing correct addresses and phone numbers and for notifying  
18 the principal and/or third party employer if they wish to terminate their service as substitutes.

## Legal References

1. TRR/MS 0520-01-02-.04(5)
2. TCA 49-5-709
3. TCA 49-5-413(a)(2)
4. TCA 49-2-203(a)(14)
5. TCA 49-3-312(b)
6. TCA 49-3-312(a); TRR/MS 0520-01-02-.04(5)(b)

## Cross References

Background Investigations 5.118  
Employment of Retirees 5.119

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in April</b>	Descriptor Term:  <b>Attendance</b>	Descriptor Code: <b>6.200</b>	Issued Date: <b>09/16/21</b>
		Rescinds: <b>6.200</b>	Issued: <b>08/20/19</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
- 8 2. Alternative program options for students who severely fail to meet minimum attendance  
9 requirements;  
10
- 11 3. Ensuring that all school age children attend school;  
12
- 13 4. Providing documentation of enrollment status upon request for students applying for new or  
14 reinstatement of driver's permit or license; and  
15
- 16 5. Notifying the Department of Safety whenever a student with a driver's permit or license  
17 withdraws.<sup>2</sup>

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

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

- 23 1. Personal illness/injury;  
24
- 25 2. Illness of immediate family member;  
26
- 27 3. Death in the family;  
28
- 29 4. Extreme weather conditions;  
30
- 31 5. Religious observances;<sup>5</sup>  
32

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

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

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

## 20 **TRUANCY**

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

29 A student who is absent five (5) days without adequate excuse shall be reported to the Director of  
30 Schools/designee who will, in turn, provide written notice to the parent(s)/guardian(s) of the student's  
31 absence. If a parent/guardian does not provide documentation within three (3) days of returning to school  
32 excusing those absences, or request an attendance hearing, then the Director of Schools shall implement  
33 the progressive truancy intervention plan described below prior to referral to juvenile court.

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

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

38

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>9</sup> If attendance is a factor, prior to credit/promotion denial, the following  
26 shall occur:

27  
28 1. The student and the parent(s)/guardian(s) shall be advised if the student is in danger of  
29 credit/promotion denial due to excessive absenteeism; and

30 2. Procedures in due process are available to the student when credit or promotion is denied.

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

32 A student who has more than ten (10) consecutive or fifteen (15) unexcused absences during any  
33 semester shall be ineligible to retain a driver's permit or license

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

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

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

13 Within five (5) school days of the Director of Schools/designee rendering a decision, the student's  
 14 parent(s)/guardian(s) may request a hearing by the Board, and the Board shall review the record.  
 15 Following the review, the Board may affirm or overturn the decision of the Director of Schools/designee.  
 16 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); Public Acts of 2022, Chapter No. 878
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
9. TCA 49-2-203(b)(7); TCA 49-6-3002(b)
10. 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

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in April</b>	Descriptor Term: <b>Admission of Suspended or Expelled Students</b>	Descriptor Code: <b>6.318</b>	Issued Date: <b>01/16/14</b>
		Rescinds: <b>6.318</b>	Issued: <b>11/16/00</b>

- 1 The Board may deny admission of any student (except those in state custody) who has been expelled
- 2 or suspended from another school district in Tennessee or another state even though the student has
- 3 established residency in the district in which he/she seeks enrollment.
  
- 4 After a request for enrollment is made, the Director of Schools shall investigate the facts surrounding
- 5 the suspension/expulsion from the former school district and make a recommendation to the Board to
- 6 approve or deny the request.
  
- 7 The Board shall not deny enrollment beyond the length of the imposed suspension/expulsion.
- 8 A student may be dismissed if it is determined subsequent to the enrollment that the student has been
- 9 suspended or expelled from the former school system.<sup>1</sup>

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Legal References

1. TCA 49-6-3401(f); Public Acts of 2022, Chapter No. 868; 20 USCA § 1232g(b)(4), (h)

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Cross References

School Admissions 6.203  
Student Records 6.600

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in April</b>	Descriptor Term: <b>Reporting Child Abuse</b>	Descriptor Code: <b>6.409</b>	Issued Date: <b>07/21/20</b>
		Rescinds: <b>6.409</b>	Issued: <b>08/21/18</b>

## 1 *General*

2 The Director of Schools shall:<sup>1</sup>

- 3 1. Designate one employee as the Child Abuse Coordinator (the Coordinator) and an additional  
4 employee to serve as the Alternate Child Abuse Coordinator (the Alternate) for each school;  
5
- 6 2. Require that the Coordinator and the Alternate receive appropriate training;  
7
- 8 3. Supply the Coordinator with all necessary resources;  
9
- 10 4. Ensure that all employees working directly with students annually complete the child abuse  
11 training program required by state law.<sup>2</sup>

12 The Coordinator shall assist any employee with appropriately reporting and responding to instances of  
13 child abuse or child sexual abuse.

## 14 **REPORTING**

15 All personnel shall be alert for any evidence of child abuse, sexual abuse or neglect.<sup>3</sup> If personnel know  
16 or have reasonable cause to suspect child abuse, sexual abuse, or neglect, a report shall be filed  
17 immediately with the Coordinator, the Department of Children's Services (DCS), and law  
18 enforcement.<sup>4</sup> When alleged abuse involves someone employed by, previously employed by, or  
19 otherwise affiliated with the school, the report may be made directly to the DCS and law enforcement  
20 prior to notifying the Coordinator.<sup>5</sup>

21 The report shall include, to the extent known by the reporter:<sup>6</sup>

- 22 1. The name, address, telephone number, and age of the child;
- 23 2. The name, telephone number, address of the parents or persons having custody of the child;
- 24 3. The nature and extent of the abuse or neglect; and
- 25 4. Any evidence to the cause or any other information that may relate to the cause or extent of the  
26 abuse or neglect.

27 The Director of Schools/designee shall develop reporting procedures, including sample indicators of  
28 abuse and neglect, and shall disseminate the procedures to all school personnel.

## 1 **CONFIDENTIALITY**

2 District employees shall keep all information regarding any child abuse confidential in accordance  
3 with state law.

## 4 **INVESTIGATIONS**

5 School administrators and employees have a duty to cooperate, provide assistance and information in  
6 child abuse investigations<sup>7</sup> including permitting DCS teams to conduct interviews while the child is at  
7 school. The principal may control the time, place, and circumstances of the interview but may not  
8 insist that a school employee be present even if the suspected abuser is a school employee or another  
9 student. The principal is not in violation of any laws by failing to inform parent(s)/guardian(s) that the  
10 child is to be interviewed even if the suspected abuser is not a member of the child's household.<sup>8</sup>

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### Legal References

1. TCA 49-6-1601
2. TCA 37-1-408; Public Acts of 2022, Chapter No. 841
3. TCA 37-1-403(a)(1); TCA 37-1-412; TCA 37-1-602; TCA 37-1-605(a)(4)
4. TCA 37-1-403(a)(2); TCA 49-6-1601
5. Public Acts of 2022, Chapter No. 781
6. TCA 37-1-403(b)
7. TCA 37-1-611(b)
8. Tenn. Op. Atty. Gen. No. 87-101 (June 9, 1987)

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### Cross References

Recommendations and File Transfers 5.203  
Staff-Student Relations 5.610  
Interrogations and Searches 6.303  
Student Discrimination, Harassment, Bullying, Cyberbullying, and Intimidation 6.304  
Title IX & Sexual Harassment 6.3041  
Promoting Student Welfare 6.400

**CONTRACT  
BETWEEN ELIZABETHTON CITY SCHOOLS  
AND  
SchoolKit**

This Contract, by and between Elizabethton City Schools ("District") and **SchoolKit** ("Contractor") is for the provision of Math Implementation Support, as further defined in the "SCOPE OF SERVICES." District and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a Limited Liability Company.

Contractor Place of Incorporation or Organization: Washington, DC

Contractor Edison Registration ID # 227328

**A. SCOPE OF SERVICES:**

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:

- a. **Assessment:** Refers to any tool used to determine students' skills and knowledge in relation to reading.
- b. **Asynchronous:** Learning that occurs virtually online and through prepared resources, without real-time teacher-led interaction.
- c. **Coach or Coaching:** Refers to instructional Coaching and refers to the process of a School Leader providing support and Feedback on teacher instructional practice using the TN Foundational Skills IPG.
- d. **Concrete Representational Abstract Instruction (CRA):** Refers to a research-based, three step mathematics instructional approach that has been found to be highly effective in teaching math concepts. It focuses on helping students create meaningful connections among concrete, representational, and abstract levels of mathematical understanding and modeling.
- e. **Feedback:** This term refers to the consistent and intentional practice of a School Leader observing a teacher's classroom informally to give them Feedback on their instructional practice. For the purposes of this Contract, Feedback will focus on Implementation of high-quality mathematics materials.
- f. **High-Quality Instructional Materials ("HQIM"):** A complex set of resources that build conceptually through the yearlong scope and sequence as well as through grade levels that includes comprehensive tools that allow teachers to plan instructional experiences for all learners.
- g. **Implementation:** The process that occurs after a district adopts HQIM and requires district leaders, School Leaders, and teachers to change practices to ensure that instruction is grounded in HQIM.
- h. **Instructional Focus Documents ("IFD"):** Documents created by the State that are specific to each mathematics standard providing evidence of learning statements to guide outcome expectations for students at different mastery levels and a description of what to look for in effective instruction for each standard. These documents are currently under final stages of revision for the revised standards. Examples aligned to the current standards can be found at <https://www.tn.gov/education/instruction/academic-standards/mathematics-standards.html> in the drop down menu under Instructional Focus Resources.
- i. **Lesson Preparation/Unit Preparation:** Supporting teachers' unit and lesson planning process grounded within high-quality materials and understanding the daily lesson components of the

materials and how to use those components to deliver lessons and sequence lessons into a unit with a culminating Assessment.

- j. Math Implementation Support Grant Recipient (“Math Implementation Support Grant Recipient” or “district”): A Tennessee district who has been awarded a math Implementation support grant as a result of RFP# 33101-02206633101FA2-.
- k. School Leader: A School Leader could serve as a principal, assistant principal or instructional Coach and for the purposes of this Contract serves as an instructional leader within a school and provides teacher Feedback on their instruction.
- l. Synchronous: Learning opportunities that are interactive, two-way online, or distance education that happens in real time with a teacher.
- m. Tennessee Mathematics Instructional Practice Guide (“TN Math IPG”): A classroom observation tool that provides a Coaching framework focused on K-12 mathematics instruction.
- n. Walk-Through: Walk-Through refers to a daylong event where a group of educational leaders visits pre-determined classrooms within a district utilizing the TN Math IPG tool to observe and score classrooms as a vehicle for providing Feedback on Implementation successes and challenges.

A.3. For every Math Implementation Support Grant Recipient that seeks to utilize this Contract, the Contractor shall provide the following, as requested by the Math Implementation Support Grant Recipient:

- a. Lead conversations to help identify areas of greatest district need to be the district’s focus area for the duration of the district’s grant.
- b. Lead the district in HQIM knowledge building activities prior to the district beginning to use the TN Math IPG as a walkthrough tool.
- c. Lead focused leader Walk-Through training using the TN Math IPG (School Leader and district leader).
- d. Lead focused leader Walk-Through training or Coaching on providing teacher support with TN Math IPG.
- e. Conduct Lesson Preparation/Unit Preparation training for math lessons.
- f. Lead on Tier 1 Instruction, which is defined as use of student work analysis protocols to determine if tasks are on grade level and determine mastery level of students to support and provide next steps needed during on-grade level instruction.
- g. Coach on the use of IFD’s in tandem with the TN Math IPG
- h. Provide training for math educators in effective research-based instructional strategies (e.g., CRA) and practices for teaching math
- i. Create embedded lesson support for foundational math skills in grades kindergarten (K) through two (2).
- j. Provide training and support for curriculum-embedded Assessments that determine additional supports necessary for students during Tier I Instruction.
- k. Provide training and support on using the IFD’s to strengthen mathematics instruction
- l. Provide training and support for tutoring programming design
- m. As determined by the Math Implementation Support Grant Recipient, the services may be provided in a variety of ways such as on-the-ground training and support, webinars, Synchronous or Asynchronous trainings.

A.4. The Contractor shall comply with all District required monitoring and evaluation activities. This includes but is not limited to monitoring completion of services and district satisfaction through bi-annual (two (2) times per year) reviews, as required by the District’s federal grant award.

A.5. Math Implementation Support Grant Recipients will use grant funding from the State to purchase support services that were qualified and approved by the State via RFP #

33101-02206633101FA2. Math Implementation Support Grant Recipients will make selections and purchases from qualified vendors, including the Contractor if they so choose, in accordance with their local purchasing policies and procedures. The Contractor shall invoice Math Implementation Support Grant Recipients for services provided-in accordance with the Contractor's cost proposal or finalized costs that may be further determined by each district local purchasing policies and procedures to RFP# 33101-02206633101FA2, Attachment C, incorporated into the Contract as though set forth verbatim.

- a. The Contractor agrees that the prices listed in the Attachment C do not exceed prices the Contractor currently offers elsewhere. If, during the term of this Contract, the Contractor offers to sell or sells any of the services provided under this Contract at a lower rate elsewhere, the Contractor agrees to automatically decrease pricing to purchasing districts in order to match the lowest price offered.
- b. The terms and conditions of this Contract apply to purchases by Tennessee school districts.
- c. The Contractor shall address all invoicing processes and disputes directly with the purchasing district.

**B. TERM OF CONTRACT:**

This Contract shall be effective on July 1, 2022 ("Effective Date") and end on September 22, 2024 after the Effective Date ("Term"). The District shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

**C. PAYMENT TERMS AND CONDITIONS:**

This contract is for a total of \$142,500. Elizabethton City will pay SchoolKit on the following schedule:

- December 31, 2022 - \$35,625
- June 30, 2023 - \$35,625
- January 31, 2024 - \$35,625
- September 30, 2024 - \$35,625

**D. MANDATORY TERMS AND CONDITIONS:**

- D.1. Required Approvals. The District is not bound by this Contract until it is duly approved by the Parties and all appropriate District officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as District below or any other address provided in writing by a Party.

The District:

Myra Newman, Assistant Director of Schools for Academics  
Elizabethton City Schools  
804 South Watauga Ave, Elizabethton City, TN 37643  
myra.newman@ecschoools.net  
423-547-8000

The Contractor:

Ethan Mitnick, President  
SchoolKit  
1330 Otis PI NW Suite 2, Washington, DC 20010  
Email: ethan@schoolkitgroup.com  
Telephone # 610-858-1546

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

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable District officials.
- D.4. Termination for Convenience. The District may terminate this Contract for convenience without cause and for any reason. The District shall give the Contractor at least thirty (30) days written notice before the effective termination date. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.5. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the District shall have the right to immediately terminate the Contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the District for damages sustained by virtue of any Breach Condition and the District may seek other remedies allowed at law or in equity for breach of this Contract.
- D.6. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the District. Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The District reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part of the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.7. Conflicts of Interest. The Contractor warrants that no amount shall be paid directly or indirectly to an employee or official of the District as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the District or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the District.

- D.8. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or District law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Prohibition of Illegal Immigrants. The requirements of Tennessee Code Ann. §12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the State of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the District a completed and signed copy of the document at Attachment A, hereto, semi-annually during the Term. If the Contractor is a party to more than one contract with the District, the Contractor may submit one attestation that applies to all contracts with the District. All Contractor attestations shall be maintained by the Contractor and made available to District officials upon request.
  - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to District officials upon request.
  - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the District.
  - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tennessee Code Ann. § 12-3-309 for acts or omissions occurring after its effective date. This law requires the Chief Procurement Officer to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the District to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
  - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United Districts citizen, a Lawful Permanent Resident, or a person whose physical presence in the United Districts is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.10. Records. The Contractor shall maintain documentation of services rendered under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed under this Contract, shall be maintained for a period of five (5) full years from the final date of this

Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the District, the Comptroller of the Treasury, or their duly appointed representatives.

- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the District, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the District as requested.
- D.13. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.14. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the Parties that such Parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the District, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.15. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the District and hold it harmless from any costs to the District arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.16. District Liability. The District shall have no liability except as specifically provided in this Contract. In no event will the District be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise.
- D.17. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.18. District and Federal Compliance. The Contractor shall comply with all applicable District and Federal laws and regulations in the performance of this Contract.
- D.19. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the District, without regard to its conflict or choice of law rules. The Tennessee Claims

Commission or the District or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the District or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tennessee Code Ann. §§ 9-8-101-408.

- D.20. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.21. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.22. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.23. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance of this Contract, these items shall govern in the order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
  - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachments A, B, and C;
  - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
  - d. the District solicitation, as may be amended, requesting responses in competition for this Contract;
  - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
  - f. the Contractor's response seeking this Contract.
- D.24. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The District reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the District. All insurance companies providing coverage must be: (a) acceptable to the District; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the District. Contractor agrees to name the District as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the District. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the District. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the District is otherwise named as an additional insured.

Contractor shall provide the District a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the District – CPO Risk Manager, 312 Rosa L. Parks Ave., 3<sup>rd</sup> floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the District evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the District may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The District reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time.

The District agrees that it shall give written notice to the Contractor as soon as practicable after the District becomes aware of any claim asserted or made against the District, but in no event later than thirty (30) calendar days after the District becomes aware of such claim. The failure of the District to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the District in any legal matter, as the right to represent the District is governed by Tenn. Code Ann. § 8-6-106.

**The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the District. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.**

- a. Commercial General Liability ("CGL") Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
  - i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
  - i. The Contractor employs fewer than five (5) employees;
  - ii. The Contractor is a sole proprietor;
  - iii. The Contractor is in the construction business or trades with no employees;
  - iv. The Contractor is in the coal mining industry with no employees;
  - v. The Contractor is a District or local government; or
  - vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

d. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

- 1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than ten million dollars (\$10,000,000) per occurrence or claim and ten million dollars (\$10,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.
- 2) Such coverage shall include data breach response expenses, in an amount not less than ten million dollars (\$10,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

e. Crime Insurance

The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of not less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.

Any crime insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars (\$250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

- D.25. Hold Harmless. The Contractor agrees to indemnify and hold harmless the District as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the District to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the District to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the District in any legal matter, as the right to represent the District is governed by Tenn. Code Ann. § 8-6-106.

- D.26. HIPAA Compliance. The District and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Health Information Technology for Economic and Clinical Health (“HITECH”) Act and any other relevant laws and regulations regarding privacy (collectively the “Privacy Rules”). The obligations set forth in this section shall survive the termination of the Contract.
- a. Contractor warrants to the District that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
  - b. Contractor warrants that it will cooperate with the District, including cooperation and coordination with District privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The District and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the District and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT “protected health information” as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another such document.
  - d. The Contractor will indemnify the District and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the District because of the violation.
- D.27. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. § 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.28. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or District department or agency;
  - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, District, or local) transaction or grant under a public transaction; violation of federal or District antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false Districtments, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, District, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, District, or local) terminated for cause or default.

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

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to RFP #33101-02206633101FA2 and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:  
<https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>.

- E.3. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.
- E.4. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.
- E.5. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Contractor shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Contractor warrants that the Contractor is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Contract. The Contractor agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Contract. The Contractor agrees to maintain the confidentiality of all education records and student information. The Contractor shall only use such records and information for

the exclusive purpose of performing its duties under this Contract. The obligations set forth in this Section shall survive the termination of this Contract.

The Contractor shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the “Data Accessibility, Transparency and Accountability Act,” and any accompanying administrative rules or regulations (collectively “DATAA”). The Contractor agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Contractor access, and to only use such data for the exclusive purpose of performing its duties under this Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Contractor shall be reported to the State within twenty-four (24) hours. Contractor shall indemnify and hold harmless State, its employees, agents and representatives, from and against any and all claims, liabilities, losses, or causes of action that may arise, accrue, or result to any person or entity that is injured or damaged as a result of Contractor’s failure to comply with this section.

E.6. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

E.7. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State (“PII”). For the purposes of this Contract, “PII” includes “Nonpublic Personal Information” as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time (“GLBA”) and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information (“Privacy Laws”). Contractor agrees it shall not do or omit to do anything which would

cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

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

- E.8. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.
  - (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
    - i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and

- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

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

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

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

IN WITNESS WHEREOF,

SchoolKit:



5/23/22

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SCHOOLKIT SIGNATURE

DATE

Ethan Mitnick

---

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

ELIZABETHTON CITY SCHOOLS

---

MYRA NEWMAN, ASSISTANT DIRECTOR OF SCHOOLS FOR  
ACADEMICS

DATE

**G&R LawnCare**  
 PO Box 1316  
 Elizabethton TN 37644  
 423-470-8864



**Elizabethton City Schools**  
 804 South Watauga Avenue  
 Elizabethton TN 37643

Customer #	15
Estimate #	0020223
Date	Wed Jul 13, 2022

Description	Cost/Rate	Qty/Hr	Taxes %	Total
<b>Property address: 402 Bemberg Road Elizabethton TN, 37643</b>				
<b>Mowing Services</b>	35.00	30	0.00	1,050.00
<p>For a total of 30 mows at \$35.00 per mow. Beginning on a weekly basis on Friday, July 15th through Friday October 28th; equaling 16 mows for 2022 portion of contract. Beginning on a weekly basis on Monday, March 27, 2023 through June 30, 2023; equaling 14 mows for 2023 portion of contract.</p> <p>Mowing Service includes mowing, trimming, and blowing away of debris. Grass will be trimmed/removed between sidewalks. Trash will be picked up before mow begins. Trash will not be run over or blown out of the way. Due to aesthetic preferences and long term lawn integrity, will weed eat and not spray banks.</p>				
<b>Mulching/Trimming/Weed Spray</b>	100.00	1	0.00	100.00
<p>Mulching/Trimming includes trimming hedges, shrubs, and bushes at all schools prior to adding mulch.</p> <p>Double ground mulch around buildings/flower beds.</p> <p>***For remainder of 2022/2023 fiscal year, (8) weed spraying services for this property will be included in the one-time cost for mulching/trimming.***</p> <p>Weed spraying services to be completed monthly with eight total annual sprayings. Weed spraying services will be conducted monthly from July through October of 2022, and March through June 2023.</p> <p>These sprayings will be completed within the first week of each month unless rain or snow would prevent treatments to be effectively applied. In such cases, weed spraying will take place on the first day available after such weather event allows effective treatment. If weed spraying cannot be conducted within the first week of the month, ECS maintenance supervisor will be notified of the conditions/reason why services could not be performed.</p> <p>If weeds are more than 3 inches tall, weed eating will be performed prior to spraying. Main entrance and highly trafficked areas will be weed eaten with a vertical edge, not sprayed, for cosmetic purposes.</p> <p>G&amp;R Lawn Care will send chemical application record keeping details to EHS with each monthly invoice. G&amp;R Lawn Care additionally maintains these records as mandated by TN Department of Agriculture and EPA.</p>				

	<b>Subtotal</b>	<b>1,150.00</b>
	<b>Taxes</b>	<b>0.00</b>
	<b>Total Estimated Cost</b>	<b>1,150.00</b>

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**PAYMENT STUB**

**Elizabethton City Schools**  
804 South Watauga Avenue  
Elizabethton TN 37643

**Customer**

**Elizabethton City Schools**

**Customer #**

**15**

**#**

0020223

**Date**

Wed Jul 13, 2022

**Total Estimated Cost**

1,150.00 USD

**G&R LawnCare**

Po Box 1316  
Elizabethton TN 37644  
423-470-8864

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**Status**

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# 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 \$500.00. 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: Stove Top with oven  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INVENTORY TAG NUMBER: no #

METHOD OF SALE/DISPOSAL: Oven dosen't work (Tras)

SCHOOL/BUILDING WHERE ITEM IS HOUSED: Harold McCormick

SALE/DISPOSAL AUTHORIZED BY: [Signature] DATE: 6-30-22  
Principal

AUTHORIZED BY: [Signature] DATE: 7/1/22  
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 \$500.00. 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: Refrigerator  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INVENTORY TAG NUMBER: 5473  
\_\_\_\_\_

METHOD OF SALE/DISPOSAL: Doesn't work (Trash)  
\_\_\_\_\_

SCHOOL/BUILDING WHERE ITEM IS HOUSED East Side  
\_\_\_\_\_

SALE/DISPOSAL AUTHORIZED BY: *Regina Davis* DATE: 6-30-22  
Principal

AUTHORIZED BY: *Riel Vott* DATE: 7-1-22  
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:

Washing Machine

INVENTORY  
TAG NUMBER:

—

METHOD OF  
SALE/DISPOSAL:

trash

SCHOOL/BUILDING  
WHERE ITEM IS  
HOUSED

WSE

SALE/DISPOSAL  
AUTHORIZED BY:

[Signature]  
Principal

DATE: 6/24/22

AUTHORIZED BY:

[Signature]  
Director of Schools

DATE: 6/27/22

AUTHORIZED BY:

Board Chairman

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



**TA Dugger Junior High**  
305 WEST E STREET  
ELIZABETHTON, TENNESSEE 37643  
(423) 547-8025

Mr. Chris Berry  
Principal

Mr. Travis Williams  
Assistant Principal

Mr. Justin White  
Athletic Director  
Assistant Principal

June 21, 2022

Mr. VanHuss, Director of Schools  
Members of the Board of Education  
Elizabethton City Schools  
804 South Watauga Avenue  
Elizabethton, TN 37643

Dear Mr. VanHuss and Members of the Board:

I am requesting permission from you and the school board to take our TAD Leads/Elevate classes on a service-learning trip to Arizona.

Tentative plans call for the trip to take place October 22-29, 2022. The cost to each student will be approximately \$1550.00-\$2000.00 with an opportunity for the students to pay for the trip on an installment basis.

Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Berry'.

Chris Berry  
Principal, T. A. Dugger Jr. High

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in September</b>	Descriptor Term: <b>Board Members Legal Status</b>	Descriptor Code: <b>1.102</b>	Issued Date: <b>04/21/22</b>
		Rescinds: <b>1.102</b>	Issued: <b>10/22/92</b>

The legal status of board members shall be as follows:<sup>1</sup>

## NUMBER

The Board is composed of five (5) members.

## QUALIFICATIONS

Members of the Board shall be residents and voters of the city of substantially equal population and shall be citizens of recognized integrity, intelligence, and ability to administer the duties of the office.<sup>1,2</sup> To qualify as a candidate, an individual must show proof of:

1. Graduation from high school or receipt of a GED or HiSET;<sup>3</sup> and
- ~~2. No member of the City Council nor any other city governmental official shall be eligible for election as a member of the Elizabethton City Board of Education.~~<sup>4</sup> Being a qualified voter and resident in the city for one (1) year prior to the qualifying deadline for running as a candidate.<sup>4</sup>

Members of the city legislative body and other city governmental officials shall not be eligible for election as members of the city Board of Education.<sup>5</sup>

## TERMS OF OFFICE

Members of the Board shall serve four (4) year terms.<sup>1</sup>

## VACANCIES

Vacancies shall be declared to exist on account of death, resignation, removal, or through due process proceedings.<sup>5,6</sup>

When a vacancy occurs, the unexpired term shall be filled at the next regular or special meeting of the local legislative body.<sup>6,7</sup> Such appointment shall continue until the next regular election.

### Legal References

1. TCA 49-2-201(a)(1)

**Commented [MN1]:** Need to change the title to Board Members

**Commented [MN2]:** From TSBA: Public Chapter 809 revises the qualifications for school board candidates. State law now requires that candidates be a qualified voter and resident in the county for one year prior to the qualifying deadline for running as a candidate. This provision appears to solely apply to county districts. If you are in a city or special district, we recommend reaching out to your attorney and election commission for clarification as to their interpretation.

2. ~~TCA 49-2-202(a)(1)~~
3. ~~TCA 49-2-202(a)(4)~~
4. ~~TCA 49-2-202(a)(2)~~
5. ~~TCA 8-47-101; TCA 49-1-611; TCA 49-2-202(e)(2)~~
6. ~~TCA 49-2-202(e)(1)~~



Legal References

7. TCA 49-2-201(a)(1)
8. TCA 49-2-202(a)(1)
9. TCA 49-2-202(a)(4)
10. Public Acts of 2022, Chapter No. 809
11. TCA 49-2-202(a)(2)
12. TCA 8-47-101; TCA 49-1-611; TCA 49-2-202(e)(2);  
Fenn. Att'y Gen. Op. No. 21-14 (September 1, 2021)
13. TCA 49-2-202(e)(1)

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in September</b>	Descriptor Term: <b>School Board Legislative Involvement</b>	Descriptor Code: <b>1.105</b>	Issued Date: <b>08/24/90</b>
		Rescinds: <b>1.105</b>	Issued:

1 The Board will work for the passage of new laws designed to advance the cause of improving public  
2 education in Tennessee. Likewise, the Board shall work ~~and~~ for the repeal or modification of existing  
3 laws and the defeat of proposed laws that impede this cause.

4  
5 To accomplish this:

- 6 1. The Board shall stay informed of pending legislation and actively communicate its concerns  
7 and make its position known to the elected representatives at both the state and national  
8 level;
- 9  
10 2. The Board shall work with other school boards in the state, other local officials, and  
11 community groups in creating public awareness and support for legislative priorities;  
12 ~~acquainting them with the board's legislative priorities and seek their support;~~
- 13  
14 3. The Board shall annually select one (1) of its members to serve as its legislative  
15 representative ~~to the Tennessee Legislative Network (TLN);~~
- 16  
17 4. The Board shall work with its TLN legislative representative, with TSBA, NSBA, and other  
18 concerned groups in developing an annual legislative program; and
- 19  
20 5. The Board shall include in its budget appropriate resources, ~~including travel expense,~~  
21 ~~necessary for its TLN representative and other board members to accomplish its desired~~  
22 ~~legislative goals.~~ to cover costs, including travel expenses, necessary to ensure active  
23 participation in the legislative process.
- 24

25  
\_\_\_\_\_  
Cross References

Board Member Development Opportunities 1.204

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in September</b>	Descriptor Term: <b>Board Member Development Opportunities</b>	Descriptor Code: <b>1.204</b>	Issued Date: <b>08/24/90</b>
		Rescinds: <b>1.302</b>	Issued:

1 ~~The~~ Board **members** shall participate in activities designed to ~~assist board members in~~ **improve** their  
2 skills as members of a policy-making body; ~~to expand their knowledge about trends, issues, and new~~  
3 ~~ideas affecting the continued welfare of the schools; and to deepen their insights into the nature of~~  
4 ~~leadership in a modern democratic society.~~<sup>+</sup> **In order to accomplish this, the following shall occur:**

5 ~~In order to control both the investment of time and funds necessary to implement this policy, the Board~~  
6 ~~establishes these principles and procedures for its guidance:~~  
7

- 8 1. **An annual** calendar of school board conferences, conventions, and workshops shall be  
9 maintained by the board secretary and provided to each board member **in order to ensure**  
10 **compliance with the requirements for professional development.**<sup>!</sup> ~~At least annually~~ The Board  
11 ~~will~~ **shall** identify which meetings should be attended and the benefits **thereof;** ~~which would be~~  
12 ~~derived from participation in such meetings;~~  
13
- 14 2. Funds for participation at such meetings shall be budgeted on an annual basis. The Board as a  
15 whole shall retain the authority to approve or disapprove the participation of members in planned  
16 activities;  
17
- 18 3. Reimbursement to board members for their travel expenses shall **only** be ~~in accord with the travel~~  
19 ~~expense policy for staff members;~~<sup>+</sup> **made for pre-approved travel;**  
20
- 21 4. When a conference, convention or workshop is not attended by the full Board, those participating  
22 will be requested to share information, recommendations, and materials acquired at the meeting;  
23 and  
24
- 25 5. The public shall be kept informed through the news media about the Board's continuing in-  
26 service education and about the programs anticipated for short- and long-range benefits to the  
27 schools.

28 The Board regards the following as the kinds of activities and services appropriate for ~~implementing this~~  
29 ~~policy:~~ **development opportunities:**

- 1 1. Participation in school board conferences, workshops, and conventions held by the State and
- 2 National School Boards Associations;<sup>1</sup>
- 3
- 4 2. Local and district-sponsored training sessions for board members; and
- 5
- 6 3. Subscriptions to publications addressing the concerns of board members.

Legal Reference:

1. TCA 49-2-2001(e)

Cross References:

- Memberships 1.104
- School Board Legislative Involvement 1.105
- School District Goals 1.700
- School Calendar 1.800
- Expenses and Reimbursements 2.804

7

Legal References

1. TCA 49-2-202(a)(6)

Cross References

- Board Evaluation 1.103
- Memberships 1.104
- School Board Legislative Involvement 1.105
- School District Goals 1.700
- School Calendar 1.800
- Expenses and Reimbursements 2.804

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# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in December</b>	Descriptor Term: <b>Instructional Standards</b>	Descriptor Code: <b>4.101</b>	Issued Date: <b>09/16/21</b>
		Rescinds:	Issued:

## General

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

### STATE STANDARDS<sup>2</sup>

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

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

Any complaints regarding the above shall be submitted per board policy 4.402.

### CURRICULUM AND INSTRUCTIONAL PROGRAMMING

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

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

Complaints regarding teaching prohibited concepts in violation of state law shall be submitted per the regulation developed by the Tennessee Department of Education.<sup>3</sup>

**Commented [MN1]:** From TSBA: We have updated this model policy to clarify that complaints regarding alleged violations of TCA 49-1-302 regarding prohibited concepts are required to comply with the complaint process outlined by the TN Department of Education's temporary emergency rule. Please note that the regulation below will change as the Department of Education implements a permanent regulation. Once the Department releases a final regulation, we will send any recommended changes.

Legal References

Cross-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

Controversial Issues 4.800  
Controversial Materials 4.801

[Redacted]

Legal References

3. TCA 49-6-2202; TCA 49-6-1304; TCA 49-6-2206; TCA 49-6-1019
4. TCA 49-1-302(a)(8); TCA 49-1-314; Public Acts of 2022, Chapter No. 1085
5. TRR/MS 0520-12-04

[Redacted]

Cross References

Reconsideration of Textbooks and Instructional Materials 4.402  
Controversial Issues 4.800  
Controversial Materials 4.801

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in November</b>	Descriptor Term: <b>Credit Recovery</b>	Descriptor Code: <b>4.210</b>	Issued Date: <b>07/18/17</b>
		Rescinds: <b>4.210</b>	Issued: <b>09/20/16</b>

## 1 **GENERAL**<sup>1</sup>

2 The Director of Schools shall ensure that credit recovery facilitators receive training regarding course  
3 organization, online instruction management, and related technology.

4 Credit recovery teachers shall comply with all State Board of Education certification requirements.<sup>1</sup>

## 5 **ADMISSION AND REMOVAL**<sup>2</sup>

6 No student shall be admitted to or otherwise enrolled in credit recovery courses unless:

- 7 1. The student's parent/guardian gives written consent for the student to enroll in the proposed  
8 credit recovery course. Parents/guardians should be informed that not all postsecondary  
9 institutions will accept credit recovery courses for credit and that the NCAA Clearinghouse will  
10 not accept credit recovery courses for credit; and  
11
- 12 2. The student has previously taken an initial, non-credit recovery section of the proposed course  
13 and received a grade of at least **fifty-five percent (55%)** ~~fifty-percent (50%)~~. Students who  
14 receive a grade of below **fifty-five percent (55%)** ~~fifty-percent (50%)~~ in the non-credit recovery  
15 section of the course must re-take the course.

16 **Prior attendance and discipline records of potential Credit Recovery candidates may be reviewed and**  
17 **considered when making admission decisions.**

18 If a student is seeking to recover credit for the first semester of a two-semester course, the student may  
19 not receive the full credit for the course until he/she has enrolled in and passed the second semester of  
20 the course and taken any applicable End of Course examinations.

21 The Board shall track students enrolled in credit recovery courses as directed by the Tennessee  
22 Department of Education.

## 23 **INSTRUCTION AND CONTENT**<sup>1,2</sup>

24 Credit recovery teachers shall work closely with credit recovery facilitators to correlate class content  
25 and instruction.

26 The Director of Schools shall ensure that all credit recovery courses:

**Commented [MN1]:** From TSBA: The State Board of Education revised the requirements for assigning credit recovery grades. Under the updated State Board policy, districts utilizing a locally-adopted grading scale that differs from the uniform grading scale shall assign a letter grade of D to a student passing credit recovery.

- 1 1. Align with Tennessee’s current academic standards for the relevant course content area, as
- 2 approved by the State Board of Education; and
- 3
- 4 2. Differentiate instruction to address individual student growth needs based on diagnostic
- 5 assessment or End of Course data.

6 Students in credit recovery programs shall:

- 7 1. Complete a course skill-specific diagnostic to determine skill-specific goals;
- 8
- 9 2. Meet individual skill-specific goals in a flexible time frame as established by identified student
- 10 need; and
- 11
- 12 3. Master all individualized skill-specific goals as established by the diagnostic process in order to
- 13 earn credit.

#### 14 **GRADES<sup>3,2</sup>**

15 Students passing credit recovery shall receive a grade of ~~seventy percent (70%)~~ **sixty percent (60%)**

16 **under the state uniform grading system.**

17 ~~Grades awarded in credit recovery courses shall adhere to the State Board of Education’s Uniform~~

18 ~~Grading Policy.~~

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#### Legal References

1. ~~SBOE Policy 2.103(7)(b)~~
2. ~~SBOE Policy 2.103(7)(a)~~
3. ~~SBOE Policy 2.103(7)(e)~~

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#### Cross References

- ~~Grading System 4.600~~  
~~Promotion and Retention 4.603~~

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#### Legal References

1. **State Board of Education Policy 2.103;**  
**TRR/MS 0520-01-03-.03(13)**
2. **State Board of Education Policy 2.103**
3. **State Board of Education Policy 3.301**

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#### Cross References

- Virtual Education Program 4.212**  
**Grading System 4.600**  
**Promotion and Retention 4.603**

# Elizabethton Board of Education

Monitoring: <b>Review: Annually, in November</b>	Descriptor Term: <b>Reconsideration of Textbooks and Instructional Materials</b>	Descriptor Code: <b>4.402</b>	Issued Date:
		Rescinds:	Issued:

If a complaint is filed by a parent/guardian, employee, or student regarding textbooks or instructional materials, this process is to be followed:<sup>1</sup>

1. Inform the complainant of the selection procedures and make no commitments.
2. Request the complainant to submit a Request for Reconsideration of Textbooks and Instructional Materials form.
3. Inform the principal (and other appropriate personnel).
4. Keep challenged materials available for use during the reconsideration process. The materials shall be removed immediately if they:<sup>2</sup>
  - a. Were created to align exclusively with Common Core; or
  - b. Are marketed or otherwise identified as Common Core textbooks or instructional materials.
5. Upon receipt of the completed form, the principal shall notify the Director of Schools.
6. The principal shall request review of the challenged materials by an ad hoc materials review committee within 20 working days. The review committee is appointed by the principal and includes representatives from classroom teachers, one or more parents, and may include one or more students. The principal will inform the Director of Schools of the review committee's progress.
7. The review committee shall take the following steps after receiving the challenged materials:
  - a. Read, view, or listen to the contested material in its entirety;
  - b. Check general acceptance of the material by reading recognized and evaluative reviews;
  - c. Determine the extent to which the material supports the curriculum;
  - d. Complete the appropriate Checklist for Reconsideration of Textbooks and Instructional Materials, judging the material for its strength and value; and
  - e. Present recommendation to principal for further action and to the Director of Schools for purposes of information.

**Commented [MN1]:** From TSBA: Public Chapter 744, known as the Age-Appropriate Materials Act, creates new requirements for Boards. This Act requires school districts to: (1) maintain and post online a current list of the materials in the school's library collection; and (2) adopt a policy for developing and reviewing school library collections. This required policy must contain procedures for developing a library collection, receiving and evaluating feedback, and periodically reviewing the library collection to ensure that it contains materials appropriate for the age and maturity levels of students who may access them and that it is suitable for and consistent with the educational mission of the school.

To assist districts in complying with this law, we have created a new model policy (4.402) and revised an existing model policy (4.403). Model policy 4.402 contains the process for handling complaints about textbooks and instructional materials while model policy 4.403 has been reworked to align with this new state law and focuses solely on library materials. Please note that Boards may revise these policies to align with local standards. We encourage reaching out to your local board attorney if there are legal concerns. Additionally, we expect the state Textbook Commission and Instructional Materials Quality Commission to release further guidance on this topic by December 1st per Public Chapter 1137.

- 1 8. If the complainant desires further action after receiving the recommendation of the committee  
2 and the decision of the principal, an appeal may be made to the Board.

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Legal References

1. *Board of Education, Island Trees Union Free School District No. 26 v. Pico*, 457 U.S. 853, 102 S. Ct. 2799 (1982)
2. TCA 49-1-302(a)(8); TCA 49-1-314; TCA 49-6-2206; Public Acts of 2022, Chapter No. 1085

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Cross References

Instructional Standards 4.101  
Textbooks and Instructional Materials 4.400  
School and System Websites 4.407  
Controversial Materials 4.801

# Elizabethton Board of Education

Monitoring: <b>Review: Annually, in November</b>	Descriptor Term: <b>Library Materials</b>	Descriptor Code: <b>4.403</b>	Issued Date:
		Rescinds:	Issued:

## 1 *General*

2 The School Librarians shall be responsible for library collection development. Library materials shall be  
3 reviewed to ensure the content aligns with state law.<sup>1</sup> The library collection shall adhere to the following  
4 criteria:

- 5 1. Materials shall be suitable for and consistent with the educational mission of the school;  
6
- 7 2. Materials shall be appropriate for the age and maturity levels of the students who may access  
8 them. The determining factor will be based on an assessment of any mature themes or content  
9 (i.e., violence, sexual content, vulgar language, substance abuse);  
10
- 11 3. Materials shall contain literary, historical, and/or artistic value and merit; and  
12
- 13 4. The collection as a whole shall offer a variety of viewpoints.

14 School Librarian shall be responsible for periodically reviewing the district's library collection in line  
15 with these established standards.

## 16 **COMPLAINTS**

17 If a complaint is made by an employee, student, or parent/guardian, this process is to be followed:

- 18 1. Inform the complainant of the selection procedures and make no commitments.  
19
- 20 2. Request the complainant to submit a Request for Reconsideration of Library Materials form.  
21
- 22 3. Inform the principal (and other appropriate personnel).  
23
- 24 4. Keep challenged materials available for use during the reconsideration process.  
25
- 26 5. Upon receipt of the completed form, the principal shall notify the Director of Schools.  
27
- 28 6. The principal shall request review of the challenged materials by an ad hoc materials review  
29 committee within twenty (20) **working** days. The review committee is appointed by the  
30 principal and includes certified library media personnel, representatives from classroom  
31 teachers, one or more parents, and may include one or more students. The principal will inform

1 the Director of Schools of the review committee's progress.

- 2
- 3 7. The review committee shall take the following steps after receiving the challenged materials:
- 4
- 5 a. Read, view, or listen to the contested material in its entirety;
- 6 b. Check general acceptance of the material by reading recognized and evaluative reviews;
- 7 c. Determine the extent to which the material is appropriate for the age and maturity levels
- 8 of the students who have access to the materials and whether the material is suitable for,
- 9 and consistent with, the educational mission of the school;
- 10 d. Complete the appropriate Checklist for Reconsideration of Library Materials, judging
- 11 the material for its strength and value; and
- 12 e. Present a recommendation to the Director of Schools and the Board.
- 13
- 14 8. The Board shall review the recommendation presented by the review committee and make the
- 15 determination whether the material is appropriate for the age and maturity levels of the students
- 16 who have access to the materials and whether the material is suitable for, and consistent with,
- 17 the educational mission of the school.
- 18
- 19 9. If it is determined that the material is not appropriate for the age and maturity levels of the
- 20 students who have access to them or is not suitable for, and consistent with, the educational
- 21 mission of the school, the Board shall require the school to remove the material from the library
- 22 collection.

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Legal References

1. *Board of Education, Island Trees Union Free School District No. 26 v. Pico*, 457 U.S. 853, 102 S. Ct. 2799 (1982); Public Acts of 2022, Chapter No. 744

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Cross References

Textbooks and Instructional Materials 4.400  
School and System Websites 4.407  
Controversial Materials 4.801

<b>Elizabethton City Board of Education</b>			
Monitoring: <b>Review: Annually, in November</b>	Descriptor Term: <b>Use of the Internet</b>	Descriptor Code: <b>4.406</b>	Issued Date: <b>11/14/17</b>
		Rescinds: <b>4.406</b>	Issued: <b>12/11/12</b>

**Commented [MN1]:** From TSBA: We have updated model policy 4.406 to align with the requirements of Public Chapter 1002. This new law requires Boards to have a policy in place regarding complaints about how vendors provide access to online content. The law requires districts to have a policy specifically allowing these complaints and stating how they will be handled.

1 The Board supports the right of staff and students to have reasonable access to various information  
 2 formats and believes that it is incumbent upon staff and students to use this privilege in an appropriate  
 3 and responsible manner.

4 **Employees**

5 Before any employee is allowed use of the district's Internet or intranet access, the employee shall sign  
 6 a written agreement, developed by the Director of Schools/designee that sets out the terms and conditions  
 7 of such use. Any employee who accesses the district's computer system for any purpose agrees to be  
 8 bound by the terms of that agreement, even if no signed written agreement is on file.

9 The Director of Schools shall develop and implement procedures for appropriate Internet use which shall  
 10 address the following:

- 11 1. Development of the Network and Internet Use Agreement:
- 12 2. General rules and ethics of Internet access:
- 13 3. Guidelines regarding appropriate instruction and oversight of student Internet use;
- 14 4. **A uniform signature block for use by all district employees; and**
- 15 5. Prohibited and illegal activities, including but not limited to the following:<sup>1</sup>
  - 16 • Sending or displaying offensive messages or pictures;
  - 17 • Using obscene language;
  - 18 • Harassing, insulting, defaming, or attacking others;
  - 19 • Damaging computers, computer systems, or computer networks;
  - 20 • Hacking or attempting unauthorized access to any computer;
  - 21 • Violation of copyright laws;
  - 22 • Trespassing in another's folders, work, or files;
  - 23 • Intentional misuse of resources;
  - 24 • Using another's password or other identifier (impersonation);
  - 25 • Use of the network for commercial purposes; and
  - 26 • Buying or selling on the Internet.

27  
 28  
 29

1 **Students**

2 The Director of Schools shall develop and implement procedures for appropriate internet use by students.  
3 Procedures shall address the following:

- 4 1. General rules and ethics of internet use; and  
5 2. Prohibited or illegal activities, including, but not limited to:<sup>1</sup>  
6 • Sending or displaying offensive messages or pictures;  
7 • Using obscene language;  
8 • Harassing, insulting, defaming, or attacking others;  
9 • Damaging computers, computer systems, or computer networks;  
10 • Hacking or attempting unauthorized access;  
11 • Violation of copyright laws;  
12 • Trespassing in another's folders, work, or files;  
13 • Intentional misuse of resources;  
14 • Using another's password or other identifier (impersonation);  
15 • Using the network for commercial purposes; and  
16 • Buying or selling on the internet.

17 **INTERNET SAFETY MEASURES**

18 Internet safety measures shall be implemented that effectively address the following:

- 19 1. Controlling access by students to inappropriate matter on the internet and World Wide Web;  
20 2. Safety and security of students when they are using electronic mail, chat rooms, and other  
21 forms of direct electronic communications;  
22 3. Preventing unauthorized access, including "hacking" and other unlawful activities by  
23 students online  
24 4. Unauthorized disclosure, use, and dissemination of personal information regarding students;  
25 and  
26 5. Restricting students' access to materials harmful to them.

27 The Director of Schools/designee shall establish a process to ensure the district's education technology  
28 is not used for purposes prohibited by law or for accessing sexually explicit materials. The process shall  
29 include, but not be limited to:

- 30 1. Utilizing technology that filters, blocks, or filters otherwise prevents internet access (for both  
31 students and adults) to material that is obscene, ~~child pornography or harmful to students or~~  
32 ~~pornographic;~~<sup>3</sup>

2. Prohibiting and preventing a use from sending, receiving, viewing, or downloading materials that are deemed to be harmful to minors;<sup>4</sup>
3. Maintaining and securing a usage log; and
4. Monitoring online activities of students.<sup>2</sup>

The Board shall provide reasonable public notice of and at least one (1) public hearing or meeting to address and communicate its internet safety measures.<sup>2</sup>

A written parental consent shall be required prior to the student being granted access to electronic media involving district technological resources. The required permission/agreement form, which shall specify acceptable uses, rules of online behavior, access privileges, and penalties for policy/procedural violations, must be signed by the parent/legal guardian of minor students (those under 18 years of age) and also by the student. This document shall be executed each year and shall be valid only in the school year in which it was signed unless parent(s)/guardian(s) provide written notice that consent is withdrawn. In order to rescind the agreement, the student's parent/guardian (or the student who is at least 18 years old) must provide the Director of Schools with a written request.

Complaints alleging a violation of the internet safety measures shall be submitted to the Director of Technology. All complaints shall be reviewed to determine how to appropriately respond.

#### **EMAIL**

Users with network access shall not utilize district resources to establish electronic mail accounts through third-party providers or any other nonstandard electronic mail system. All data including email communications stored or transmitted on school system computers shall be monitored. Employees/students have no expectation of privacy with regard to such data. Email correspondence may be a public record under the public records law and may be subject to public inspection.<sup>25</sup>

#### **INTERNET SAFETY INSTRUCTION<sup>36</sup>**

Students will be given appropriate instruction in internet safety as a part of any instruction utilizing computer resources. The Director of Schools shall provide adequate in-service instruction on internet safety. Parent(s)/guardian(s) and students will be provided with material to raise awareness of the dangers posed by the internet and ways in which the internet may be used safely.

#### **SOCIAL NETWORKING**

- 1 1. District staff who have a presence on social networking websites are prohibited from posting  
2 data, documents, photographs or inappropriate information that is likely to create a material and  
3 substantial disruption of classroom activity.
- 4 2. District staff are prohibited from accessing personal social networking sites on school computers  
5 or during school hours except for legitimate instructional purposes.
- 6 3. The Board discourages district staff from socializing with students on social networking  
7 websites. The same relationship, exchange, interaction, information, or behavior that would be  
8 unacceptable in a non-technological medium is unacceptable when done through the use of  
9 technology.

10 ~~4. Any administrator of a social networking website affiliated with the District must follow the~~  
11 ~~procedures outlined in the Procedure for Creation of Social Networking Websites and must sign~~  
12 ~~and adhere to the Acceptable Use of Social Networking Websites Form.~~

Commented [MN2]: May want to keep

### 13 VIOLATIONS

14 Violations of this policy or a **corresponding administrative** procedure ~~promulgated under its authority~~  
15 shall be handled in accordance with the existing disciplinary procedures of this district.

### 16 **VENDOR CONTRACTS<sup>3</sup>**

17 **Prior to entering into any contract for the provision of digital or online materials created or marketed**  
18 **for kindergarten through grade twelve (K-12), the district shall obtain an assurance that the vendor**  
19 **shall adhere to state law. This determination includes ensuring that the vendor filters, blocks, or**  
20 **otherwise prevents access to pornography or obscenity and verifying that the technology prevents a**  
21 **user from sending, receiving, viewing, or downloading materials that are harmful to minors.**

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Legal Reference

Cross References

1. TCA 39-14-602

Use of Electronic Mail (e-mail) 1.805

2. TCA 10-7-512

Web Pages 4.407

3. TCA 49-1-221

Legal References

1. TCA 39-14-602
2. 47 USCA § 254 (h)(5)(A) – (C), 254(l); 47 CFR § 54.520(e)(1)(i); 20 USCA § 7131
3. Public Acts of 2022, Chapter No. 1002
4. TCA 39-17-901; Public Acts of 2022, Chapter No. 1002
5. TCA 10-7-512
6. TCA 49-1-221

Cross References

- Use of Email 1.805  
School and System Websites 4.407  
Controversial Materials 4.801  
Student Publications 6.704

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in December</b>	Descriptor Term:  <h2 style="text-align: center;">Grading System</h2>	Descriptor Code: <b>4.600</b>	Issued Date: <b>12/17/19</b>
		Rescinds: <b>4.600</b>	Issued: <b>10/23/18</b>

1 The Director of Schools shall develop an administrative procedure to establish a system of grading and  
 2 assessment for evaluating and recording student progress and to measure student performance in  
 3 conjunction with board-adopted content standards for grades K-8. The grading/assessment system shall  
 4 follow all applicable statutes and rules and regulations of the State Board of Education. The  
 5 grading/assessment system shall be uniform, district-wide, at comparable grade levels, except that the  
 6 Director of Schools shall have the authority to establish and operate ungraded and/or unstructured classes  
 7 in grades K-3 according to state rules and regulations.<sup>1</sup>

8 The Director of Schools shall submit a copy of the grading, ~~reporting~~ and assessment systems to the  
 9 Board before the system is implemented.<sup>2</sup> These guidelines shall be communicated annually to students  
 10 and parents/guardians.<sup>1</sup>

11 **Conduct grades are based on behavior and shall not be reflected in scholastic grades.** Conduct shall be  
 12 marked as follows:

- 13 A ..... Outstanding
- 14 B ..... Above Average
- 15 C ..... Average
- 16 D ..... Below Average
- 17 F ..... Fail

18 ~~Conduct grades are based on behavior and shall not be deducted from scholastic grades.~~

19 **UNIFORM GRADING SYSTEM<sup>1</sup>**

20 Schools teaching grades nine (9) through twelve (12) shall use the uniform grading system established  
 21 by the State Board of Education. Using the uniform grading system, students' grades shall be reported  
 22 for the purposes of ~~verification~~ **application** for post-secondary financial assistance administered by the  
 23 Tennessee Student Assistance Corporation.

24 Subject-area grades shall be expressed by the following letters with their corresponding percentage range  
 25 for grades two through twelve:

<u>Grade</u>	<u>Value</u>	<u>GPA</u>
A	90-100	4
B	80-89	3
C	70-79	2
D	60-69	1

**Commented [MN1]:** From TSBA: A new state law changes the grading scale for students in grades 9-12 beginning in the 2022-2023 school year. Instead of using a seven-point scale, grades will now be reported on a ten-point scale for purposes of application for postsecondary financial assistance. We have updated model policy 4.600 to align with this change. The State Board of Education is expected to update their grading scale policy in response to this legislation, and we will send out any further recommendations as needed.

F 0-59 0

~~Attendance records will be used in determining the awarding of grades or the passing of a course or promotion or retention.<sup>1</sup>~~

**Commented [MN2]:** This isn't in model policy, but we need to decide if we want to keep

Grades given at the end of each nine (9) weeks period will be determined from daily work, homework, written assignments and tests. The teacher will weigh the value of grades given for various assignments and tests within the applicable period in computing the grade. This procedure will enable the teacher to allow for individual student differences in the grading process. Any assignments and tests required of a student may be considered in the computation of his/her grade. **Final nine weeks' minimum grade shall be reported as no lower than fifty percent (50%).** Grades are not to be changed once recorded on a report card unless authorized by the teacher or principal.

### Kindergarten and First Grade Scale

For Kindergarten and first grade, the following grading scale will be used:

- 4 - Above - the student is working above grade level.
- 3 - Secure — the student is working on grade level and is secure working with skill.
- 2 - Developing — the student is working toward being on grade level, but skills are still developing.
- 1 - Beginning — the student is working below grade level.

### Weighting for Advanced Coursework – Grades 9-12 and courses earning high school credit at the middle school.

Advanced coursework grades will be weighted with additional percentage points to calculate the semester average. Depending on the course taken, the following percentage points will be assigned:

- Honors Courses – three (3) percentage points;
- Local and Statewide Dual Credit, Industry Certification-Aligned Courses, and Dual Enrollment Courses – four (4) percentage points; and
- Advanced Placement – five (5) percentage points.

For courses that include a culminating exam (i.e., Industry Certification Aligned, Statewide Dual Credit, Local Dual Credit, and Advanced Placement Courses) students must sit for the appropriate exam in order to earn the additional percentage points.<sup>1</sup>

If additional weighting is awarded prior to participation in the culminating exam, weighting will be removed if the student does not participate in the culminating exam by the end of the school year in which the course was completed.<sup>1</sup>

Dual enrollment courses that are recognized for high school credit are eligible for the additional percentage point weighting for students who pass the dual enrollment course.<sup>1</sup>

The district shall annually approve the list of such courses that meet the criteria listed above and shall provide this information readily to the public.<sup>1</sup>

1 Additional percentage points shall be added at each grading period (9 weeks) as well as to the semester  
 2 exam. Additional percentage points are not added to the final average since the points are already in the  
 3 grade.<sup>1</sup>

#### 4 LOCAL GPA SCALE

5 Weighted GPA will be in effect for students in the class of 2024 and subsequent classes.

#### 6 GPA CALCULATION FOR HIGH SCHOOL COURSES

<u>Grade</u>	<u>Value</u>	<u>Regular</u>	<u>Honors/Industry Certification</u>	<u>Statewide/Local Dual Credit/ Dual Enrollment</u>	<u>AP</u>
A	93-100	4	4.5	4.75	5
B	85-92	3	3.5	3.75	4
C	75-84	2	2.5	2.75	3
D	70-74	1	1.5	1.75	2
F	0-69	0	0	0	0

7 The Uniform Grading System (4.0 scale) must be used to calculate eligibility for financial assistance  
 8 administered by the Tennessee Student Assistance Corporation.<sup>1</sup>

9 If a course meets two (2) of the above categories, the student would receive the higher level of points.

#### 10 LOTTERY SCHOLARSHIPS<sup>3</sup>

11 Each school counselor shall provide incoming freshman with information **on college core courses**  
 12 required for lottery scholarships as well as necessary criteria (grade point average, ACT, and SAT score,  
 13 etc.) that must be met in order to receive a scholarship.

14 Seniors may apply for the Tennessee HOPE Scholarship by completing the Free Application for Federal  
 15 Student Aid (FAFSA). The FAFSA is available **at the guidance office or online, at [www.fafsa.ed.gov](http://www.fafsa.ed.gov).**  
 16 ~~Assistance on completing the FAFSA is available in the counseling office.~~ Students shall be made aware  
 17 of all applicable FAFSA deadlines and encouraged to submit applications in a timely manner. ~~The~~  
 18 ~~FAFSA application is also a requirement for TN Promise.~~

19 Elementary school counselors should explain the HOPE Scholarship and its requirements to their  
 20 students and impress upon them the benefits of making good grades.

21 ~~Assigning additional GPA quality points above 4.0 is not allowed for the purpose of determining~~  
 22 ~~eligibility for the lottery scholarships. A 4.0 scale will be utilized to determine lottery scholarship~~  
 23 ~~eligibility.<sup>1</sup>~~

**Commented [MN3]:** This last sentence was removed from model policy, but may need to consider retaining it in our policy.

**Commented [MN4]:** This was removed from model policy, but we may need to retain since we have a weighted GPA scale.

1 **LOTTERY SCHOLARSHIP DAY<sup>4</sup>**

2 Each school year, prior to scheduling courses for the following school year, schools teaching students in  
3 grades 8-11 shall conduct a lottery scholarship day for students and their parents.<sup>4</sup>

4 **HONORS RECOGNITION**

5 For the purposes of honors recognition Elizabethton City Schools will use the following Latin System:

6 *summa cum laude* 4.25 and above

7 *magna cum laude* 4.00-4.24

8 *cum laude* 3.75-3.99

9

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Legal References

1. TRR/MS 0520-01-03-.05(3), State Board of Education Policy 3.301; Public Acts of 2019, Chapter No. 248
2. TCA 49-2-203(b)(7); TCA 49-2-301(b)(1)(H)
3. TCA 49-4-904, 907
4. TCA 49-4-932(f)

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in November</b>	Descriptor Term: <b>Class Ranking</b>	Descriptor Code: <b>4.602</b>	Issued Date: <b>03/29/90</b>
		Rescinds: <b>4.703</b>	Issued:

1 **Students** must be enrolled full time at the home base school to be eligible for ranking among the top high  
2 school seniors.

3 All grades earned in grades 10, 11 and the first semester of grade 12 will be counted toward the grade  
4 point average and the rank in class.

5 Honor roll students will be determined by standards approved by the Board. Students who meet these  
6 standards, and who do not request otherwise, will have their names submitted to the principal for release  
7 to the news media.

8 Each school department or club which presents honors or awards or conducts contests will file with the  
9 principal the name of the honor, award or contest; the basis for selection of the award and honor; the  
10 method of participation; and the reason for the contest.

11 ~~To become valedictorian or salutatorian, a student must be enrolled in the high school at least four (4)  
12 of the seven (7) semesters preceding the final semester. The final semester will not be used in  
13 determining class standing.~~

14 **Beginning with Class of 2024 and subsequent cohorts students will be recognized utilizing the Latin  
15 System outlined in policy 4.600 Grading System.**

**Commented [MN1]:** Change name to Honor Roll, Awards, & Class Ranking

**Commented [MN2]:** Changing policy to align with updated 4.600 Grading System

Cross References:

Grading System 4.600  
Graduation Requirements 4.605

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in February</b>	Descriptor Term: <b>Application and Employment</b>	Descriptor Code: <b>5.106</b>	Issued Date: <b>09/16/21</b>
		Rescinds: <b>5.106</b>	Issued: <b>04/21/20</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> **In lieu of an additional criminal history records  
6 check, the district may accept copies of an applicant's initial criminal history records check  
7 documentation where the background check was conducted by a Tennessee local board of education or  
8 child care program within one year prior to the individual's application with the district.**<sup>2</sup> If applying  
9 for a teaching position, the Director of Schools shall also check the applicant's license status in the  
10 State Board of Education's database to determine if there is a hold on that applicant's license, and if so,  
11 the reasoning behind the hold.<sup>2</sup>

**Commented [MN1]:** Suggested addition from Board Attorney, Debra Owen

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

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

## 17 Professional Employees

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

23 No person shall be employed:

- 24 1. Who does not hold a valid license to teach or a temporary permit to teach from the State  
25 Board of Education;<sup>6</sup>
- 26 2. Who has been identified by the Department of Children's Services as a perpetrator of child  
27 abuse, severe child abuse, child sexual abuse, or child neglect, or who poses an immediate  
28 threat to the health, safety, or welfare of children;<sup>7</sup>
- 29 3. Who is listed on the state's abuse of vulnerable persons registry maintained by the  
30 Department of Health;<sup>7</sup>
- 31 4. Who does not present a physician's certificate showing a satisfactory health record or has  
32 any contagious or communicable disease in such form that might endanger the health of  
33 school children;<sup>8</sup>

- 1 5. Who refuses to take and subscribe to an oath to support the Constitution of the State of
- 2 Tennessee and of the United States of America;<sup>9</sup>
- 3 6. Who fails to make a full disclosure of any prior criminal record and any prior dismissals
- 4 from employment for cause; or
- 5 7. Who does not receive a satisfactory background check.<sup>10</sup>

#### 6 *Support Employees*

7 No person shall be employed:

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

#### 19 **Employment**

##### 20 *Professional Employees*

21 After checking references and receiving written recommendations, the Director of Schools shall hire

22 and assign qualified applicants.

##### 23 *Initial Employment for Professional Employees*

24 The Director of Schools shall notify such person, in writing, of the offer and conditions of

25 employment. Upon receipt of employment notification, such person shall respond within the timeline

26 established by state law.<sup>12</sup> From the date of the written acceptance, such person is considered to be

27 under employment with the district and is subject to all rights, privileges and duties.

##### 28 *Support Employees*

29 After checking references and receiving written recommendations from principals and/or supervisors,

30 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: <b>Review: Annually, in April</b>	Descriptor Term: <b>Student Disciplinary Hearing Authority</b>	Descriptor Code: <b>6.317</b>	Issued Date: <b>07/21/20</b>
		Rescinds: <b>6.317</b>	Issued: <b>09/18/14</b>

1 A Disciplinary Hearing Authority (DHA) shall conduct appeals for students who have been suspended  
2 for more than ten (10) school days. The Board shall appoint members to the DHA which shall consist  
3 of three (3) members, (maximum number must not exceed total membership of Board). The Director of  
4 Schools shall recommend members of the DHA to the Board for approval. At least one (1) DHA member  
5 shall be a licensed employee of the board. All appointments are for one (1) year terms and subject to  
6 reappointment. Board members shall not serve on the DHA.<sup>1</sup>

7 The director of schools shall appoint a chair of the DHA from the members appointed by the Board. The  
8 chairman shall perform the following duties:

- 9 1. Set the time, place and date for each hearing;
- 10 2. Maintain order and structure during each hearing; and
- 11 3. Prepare, sign, and disseminate the minutes of each meeting.

12 Upon receiving notification of the request to appeal the suspension decision, the DHA shall provide  
13 written notification to the parent(s)/guardian(s) of the student, the student, and any other appropriate  
14 person of the time, place and date of the hearing. The hearing must be held no later than ten (10) days  
15 after the beginning of the suspension.<sup>2</sup>

16 The DHA may take the following disciplinary actions:<sup>3</sup>

- 17 1. Affirm the decision of the school principal;
- 18 2. Order removal of the suspension unconditionally;
- 19 3. Order removal of the suspension upon such terms and conditions as it deems reasonable;
- 20 4. Assign the student to alternative program; or
- 21 5. Suspend the student for a specified period of time.\*

22 ~~Within five (5) days of the DHA rendering a decision, the student, principal, principal teacher, or~~  
23 ~~assistant principal may request a review by the Board, and the Board shall review the record. Following~~  
24 ~~the review, the Board may take the following actions:~~

1 *Grant Request for Hearing<sup>4</sup>*

2 ~~If the Board grants a hearing, it shall provide notice to the student and/or his/her parent(s)/guardian(s).  
3 The notice of the hearing shall include a statement that, unless the student or the student's  
4 parent(s)/guardian(s) requests an open hearing in writing within five (5) days of receipt of the notice, the  
5 hearing shall be closed to the public.~~

6 ~~The Board may affirm, overturn, or modify the decision of the DHA.~~

7 *Deny Request for Hearing<sup>4</sup>*

8 ~~If the Board does not grant a hearing, it may affirm, overturn, or modify the decision of the DHA. The  
9 Board shall not impose a more severe penalty than that imposed by the DHA without first providing an  
10 opportunity for a hearing before the Board.~~

11 If the decision is determined by a disciplinary hearing authority, a written record of the proceedings,  
12 including a summary of the facts and the reasons supporting the decision, shall be made by the  
13 disciplinary hearing authority. Th student, principal, principal-teacher or assistant principal may,  
14 within five (5) days of the decision, request review by the Board of Education.

15  
16 The Board of Education, based upon a review of the records, may grant or deny a request for a board  
17 hearing and may affirm or overturn the decision of the hearing authority with or without a hearing  
18 before the board; provided, that the board may not impose a more severe penalty than that imposed by  
19 the hearing authority without first providing an opportunity for a hearing before the board. If the board  
20 conducts a hearing as a result of a request for review by a student, principal, principal-teacher or  
21 assistant principal, then, notwithstanding any provision of the open meetings laws compiled in title 8,  
22 chapter 44, or other law to the contrary, the hearing shall be closed to the public, unless the student or  
23 student's parent or guardian requests in writing within five (5) days after receipt of written notice of  
24 the hearing that the hearing be conducted as an open meeting. If the board conducts a hearing as a  
25 result of a request for review by a student, principal, principal-teacher, or assistant principal that is  
26 closed to the public, then the board shall not conduct any business, discuss any subject or take a vote  
27 on any matter other than the appeal to be heard.

28

29 \* Note: Zero-tolerance offenses as set forth in statute require mandatory calendar year expulsion  
30 unless modified by the director of schools.

Commented [MN1]: Suggested changes requested by John Hutchins.

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Legal References

1. TCA 49-6-3401(c)(4)(C)
2. TCA 49-6-3401(c)(4)(D)
3. TCA 49-6-3401(c)(5)
4. TCA 49-6-3401(c)(6)

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Cross References

- Procedural Due Process 6.302
- Zero Tolerance Offenses 6.309
- Suspension 6.316
- Alternative Education 6.319
- Student Records 6.600



Richard VanHuss  
 Director of Schools

John Hutchins  
 Assistant Director of Schools- Operations  
 Dr. Myra Newman  
 Assistant Director of Schools - Academics

Proposed Transitional Football Coaching Supplement  
 for  
 Elizabethton High School and T. A. Dugger Junior High School

- Current student athletes in program at EHS: 80
- Current coaches in program at EHS: 9
- Current student athletes in program at TAD: 90
- Current coaches in program at TAD: 6
- Proposed Transitional Coaching Position
  - Position would provide flexibility to address needs at EHS and/or TAD.
  - Reduces the coach/student athlete ratio for the entire program below 1:10
  - Supplement Schedule will be an average of the EHS and TAD Assistant Coaching Scales (see below).

<b>Transition</b>	<b>\$2,410</b>	<b>\$2,651</b>	<b>\$2,889</b>	<b>\$3,120</b>	<b>\$3,339</b>	<b>\$3,539</b>
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- If the total number of student athletes in both programs falls below 160 on the first day of fall practice, the position would not be filled that school year. The coach in this position will be informed that the position may be eliminated the following year if participation rates drop. The position would be evaluated annually to determine need.
- The Athletic Directors and Head Coaches at both schools will determine the duties for the position annually, based on needs in the program.

804 S. Watauga Ave.  
 Elizabethton, TN 37643  
 P(423) 547-8000  
 F(423) 547-8929

Agreement Between  
The Elizabethton City School System  
And  
The Elizabethton Police Department  
For  
The School Resource Officer Program

This agreement between the Elizabethton City School System (hereinafter referred to as "School Board") and the Elizabethton Police Department (hereinafter referred to as "Chief of Police"):

WITNESSETH:

**Whereas**, the School Board and the Chief of Police desire to continue providing law enforcement and related services to the public schools of Elizabethton, Tennessee which will endeavor to help maintain a safer school environment; and

**Whereas**, the School Resource Officer program has met with exceptional success in Elizabethton, other areas of Tennessee, and around the United States; and

**Whereas**, the School Board and the Chief of Police recognize the benefits of the School Resource Officer Program, in particular to the students and staff of the public school system of Elizabethton, Tennessee; and

**Whereas**, it is in the best interest of the School Board, Police Department, and the citizens and students of Elizabethton to maintain this program.

**Now, therefore**, in consideration of the mutual promises and covenants herein contained, the School Board and the Chief of Police hereby agree as follows:

ARTICLE I

The SRO program will continue to operate in the Elizabethton City School System until it is terminated by either party (i.e. School Board or the Chief of Police), according to Article VII.

ARTICLE II

**Rights and Duties of the Chief of Police.** The Chief of Police shall provide police officers to the School Resource Officer Program (hereinafter referred to as SRO Program and/or SRO's as follows:

#### **A. Number of School Resource Officers (SRO's)**

1. The Chief of Police shall assign one regularly employed police officer (SRO) to each of the following schools:

**East Side Elementary School**  
**Harold McCormick Elementary School**  
**West Side Elementary School**  
**T. A. Dugger Junior High School**  
**Elizabethton High School**

2. The Chief of Police shall assign supervisors as needed to oversee the police officers assigned above and to perform scheduled or unscheduled visits to high schools and will work with the Elizabethton City Schools Administration in coordinating and developing the program.
3. The Chief of Police is responsible to ensure the understanding and compliance of this agreement between the SRO's and their supervisors.

#### **B. Duties and Responsibilities of School Resource Officers.**

1. Each SRO shall be assigned to a school on a full-time basis. During those hours that school is in regular session, the SRO may also be assigned additional responsibilities as determined by the Chief of Police in the case of an emergency.
2. The school principal may request the SRO to assist in any additional duties that are mutually agreed upon by the principal and the SRO that do not violate the terms of this Agreement.
3. The SRO operates under the specific supervision of the Chief of Police and in a cooperative manner with the school principal. When a situation arises regarding a matter, which is in the purview of law enforcement, the SRO will fall under the supervision of the Chief of Police and will answer to the Chief of Police's Office chain of command.
4. SRO Instructional Responsibility:
  - a.) The very heart of the SRO program is the SRO instructing students. This builds the initial rapport and credibility with the students and is necessary for a successful program.
  - b.) The SRO shall act as an instructor for specialized, short-term programs, or as a guest speaker when invited to do so by the principal or a member of the faculty. The SRO shall not be asked to act as a substitute teacher.

- c.) The instruction may include, but is not limited to:
  - 1.) Police and their role in society;
  - 2.) Laws;
  - 3.) Juvenile and adult criminal justice system;
  - 4.) Career opportunities in law enforcement;
  - 5.) Drug prevention/education (e.g. DARE or similar programs);
  - 6.) Any other law related class that may be needed,

5. Additional Responsibilities of the SRO:

- a) The SRO shall coordinate all activities with the principal and staff members and will seek permission, advice, and guidance prior to enacting any prop-am within the school.
- b) The SRO shall develop expertise in presenting various subjects to the students. Such subjects shall include basic understanding of various selected laws of the state, the role of police, and community policing.
- c) The SRO shall initiate and moderate individual and group discussion with students, based upon material presented in class to further establish rapport with the students.
- d) When requested and as scheduling allows, the SRO shall attend parent/faculty meetings to solicit support and understanding of the program, as well as assist parents and faculty members in law enforcement related problems involving students.
- e) As scheduling allows, the SRO shall be available for conferences with students, parents, and faculty/staff members in order to assist them with problems of a law enforcement or crime-related nature. Confidential information obtained shall not be disclosed except as provided by the applicable State and/or Federal Law.
- f) The SRO shall become familiar with all community agencies, which offer assistance to children, youths, and their families such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies when necessary thereby acting as a resource person to students, faculty, and staff the school and/or community. The SRO shall notify the principal of the referrals as soon as practicable.
- g) The SRO shall assist the principal in developing emergency plans and strategies to prevent and/or minimize dangerous situations such as hostage situations, armed person(s) on campus, student disturbances, and natural/man-made disasters. The SRO shall be involved in the design and implementation of active shooter drills/training at all schools in the system.

- h) Should it become necessary to conduct formal interrogations with the students, the SRO shall adhere to the Chief of Police's Office policy as well as the policy of the Elizabethton City School System. Legal requirements regarding all such interrogations shall be followed.
- i) The SRO shall take law enforcement action as required. As soon as practical, the SRO shall make the principal of the school aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who appear at the school and related school functions to the extent the SRO may do so under the authority of the law.
- j) The SRO shall give assistance to other law enforcement officers in matters regarding the SRO's school assignment.
- k) The SRO shall, whenever possible, participate in or attend school functions.
- l) The SRO may be included in circumstances involving runaways, thefts, child abuse or neglect, or any crime. The SRO may be asked to assist other SRO's/police officers in law enforcement activities at different schools or other locations, when directed to do so by the Chief of Police (for example, in an emergency situation).
- m) The SRO shall maintain detailed and accurate records of the operation of the School Resource Officer Program and shall submit other reports of an instructional nature as required by the principal, school staff, and/or Chief of Police.
- n) The SRO shall NOT act as a school disciplinarian, as disciplining students is a school responsibility. However, if the principal believes that an incident is a violation of the law, the principal may contact the SRO and the SRO will then determine whether law enforcement action is appropriate. SRO's are not to be used for regularly assigned lunchroom duties, bus duties, hall monitors, or other monitoring duties.
- o) SRO's shall not be required to perform "game/event security" at their assigned school, but may be asked to coordinate such activities. Each SRO is, however, expected to attend school events whenever possible. In the event that extra security is necessary, other officers (for example: off duty SRO's from other schools; other law enforcement officers) should be contacted for those services. Should a situation arise, a SRO is expected to take whatever action is appropriate and necessary to maintain public safety.

### **C. Transporting Students and School Officials:**

1. It is fully acceptable for school officials to be transported in a City of Elizabethton's police vehicle when conducting official school functions. It is further understood, that school officials are covered under the Elizabethton City School System's liability insurance when being transported by an officer of the Elizabethton Police Department.
2. It is agreed that school resource officers shall not transport students in their vehicles except when one of the following situations exist:
  - a) When the students are victims of a crime, under arrest, some other emergency circumstances exist or the student needs to be escorted back to campus pursuant to Section D of this agreement; or
  - b) When students are suspended and sent home from school pursuant to school disciplinary actions and the student's parent or guardian has refused or is unable to pick-up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of the other students and school personnel, as determined by the school resource officer or his/her supervisor.
3. If circumstances require that the SRO transport a student, then the school officials must provide a school official or employee to accompany the officer in the vehicle.
4. If a student is transported to any other location other than the school campus, the student's parent, guardian or custodian must be at the destination to which the student is being transported.
5. School Resource Officers shall not transport students in their personal vehicles.
6. School Resource Officers shall notify the school principal before removing a student from campus.

### **D. Student Truancy and Unapproved Departure from Campus:**

1. School Resource Officers may not take a juvenile into custody simply because he/she is truant.
2. Officers and school personnel have an obligation to safeguard students from harm. Therefore, in the event a student departs from campus without the appropriate approval, the principal shall be notified. If either the school resource officer or school personnel determines that the student is in or potentially in a harmful situation, the school resource officer along with the principal or his/her designated

school employee may take the necessary steps to escort the student back to campus. The school resource officer shall complete a detailed police incident report documenting any action taken and shall ensure that the student's parents, guardians, or custodian is contacted within a reasonable time period.

**E. Rights and Duties of the School Board:**

1. The School Board shall make every effort to provide to the full-time SRO of each school the following materials and facilities which are necessary to the performance of the SRO's duties:
  - a) Access to an air-conditioned, heated, and properly lighted private office. This office should contain a telephone that may be used for general business purposes.
  - b) A location for files and records, which can be properly locked and secured.
  - c) A desk with drawers, a chair, a worktable (if available), a filing cabinet, and office supplies as needed.
  - d) Access to a typewriter and/or secretarial assistance. Access to a computer with Internet hook-up.
2. The School Board is responsible for ensuring the understanding and compliance of this agreement among the administrators and school principals.

**ARTICLE 111**

Financing of the School Resource Officer Program:

- A. SRO's are employees of the Elizabethton Police Department. The funding for the SRO Program will come from multiple sources. The Elizabethton High School SRO position shall be paid by the City of Elizabethton. Elizabethton City Schools will reimburse the City of Elizabethton the funds required for the T. A. Dugger Junior High School SRO position. This funding will come jointly from the school system's general purpose account, along with some funding generated from the Safe Schools Act of 1998 Grant obtained by the school system. The SRO's at East Side, Harold McCormick, and West Side Elementary Schools will be paid for by a combination of the state-funded SRO grant, the Safe Schools Act of 1998 Grant, and funds from the City of Elizabethton.

**ARTICLE IV**

Employment status of School Resource Officers:

- A. School Resource Officers shall be employees of the Elizabethton Chief of Police's Office and shall not be employees of the Elizabethton School System. The School Board and the

Chief of Police acknowledge that the SRO's shall remain responsive to the chain of command of the Elizabethton Chief of Police's Office.

#### ARTICLE V

##### Appointment of School Resource Officers:

- A. The Chief of Police or his designee shall identify individuals who are qualified and have expressed a desire to become an SRO. The Chief of Police or his designee shall be responsible for the selection of SRO's. The SRO selection process shall include the following:
1. Job knowledge, experience, training, education, appearance, and communication skills shall be considered when selecting SRO's.
  2. Each SRO applicant must also meet the requirements for certification as a law enforcement officer as stated in the Tennessee Code Annotated.
  3. Each SRO shall attend an orientation on policies and procedures of the Elizabethton School System. The date of the orientation will be scheduled so that all SRO's can attend. This orientation shall be performed by the principal at each school site.

#### ARTICLE VI

##### Dismissal, replacement, or reassignment of School Resource Officers:

- A. In the event the principal of the school or someone in the capacity of supervisor to which an SRO is assigned is of the opinion that the particular SRO is not effectively performing his/her duties and responsibilities, the principal shall notify the SRO supervisor and he/she shall try to resolve the problem. If the SRO supervisor cannot get the problem resolved, the principal shall then recommend to the Director of Schools that the SRO assignment be reviewed in the program at that school and shall state the reason for such recommendation in writing. Within seven (7) working days of receiving the recommendation in writing from the principal, the Director of Schools, (or his/her designees) shall meet with the SRO Supervisor to mediate or resolve any problems, which may exist. At such meeting, specified members of the staff at the school where the SRO is assigned may be required to be present. If, within the seven (7) working days mentioned above, the problem cannot be mediated or resolved or in the event that the Director of Schools and the Chief of Police do not seek mediation, then the SRO shall be removed from the program at the school and a replacement shall be obtained pursuant to Article V above.
- B. The Chief of Police may dismiss or reassign a SRO based upon violations of Office rules and Regulations, violations of law, or when it is in the best interest of the Chief of Police and/or the citizens of Elizabethton.

- C. In the event of a resignation, dismissal, or reassignment of a SRO, the Chief of Police shall provide a replacement for the SRO as soon as practicable. As soon as possible, the SRO interview process shall begin and a recommendation made for a permanent replacement of the SRO position.
- D. SRO's requesting a transfer to a new school should submit a request in writing at the end of the school year. Transfers shall be subject to approval of the Director of Schools and the Chief of Police (or their designees).

## ARTICLE VII

### Termination of Agreement:

- A. This agreement shall become effective upon execution. This agreement is binding on each party's successors and assigns. This agreement may be terminated by either party upon ninety (90) days written notice that any other party has failed to substantially perform in accordance with the terms and conditions of this agreement. Either party upon ninety (90) days written notice may terminate this agreement without cause. Termination of this agreement may be accomplished as provided herein. Any equipment obtained for use by the Elizabethton School Resource Officer Program, whether through grants, gifts, or regular operating budget, shall revert to the party that obtained the property. Disposal of such property shall follow the guidelines for disposal as provided in any related grant manual or under Tennessee Law. If the Elizabethton' Chief of Police's Office should request to retain any equipment for use by their department, fair compensation will be made to the party(s) that obtained the property.

## ARTICLE VIII

### Notices:

- A. Any and all notices or other communications herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid and addressed as follows:

Elizabethton City Director of Schools  
804 South Watauga Avenue  
Elizabethton, TN 37643

Elizabethton Chief of Police  
511 East F Street  
Elizabethton, TN 37643

## ARTICLE IX

### Good Faith:

- A. The School Board, the Chief of Police, their agents, and employees agree to cooperate in good faith in fulfilling the terms of this agreement. Teamwork between all parties is

paramount. Any unforeseen difficulties or questions will be resolved by negotiation between the Director of Schools and the Chief of Police or their designees.

ARTICLE X

Modification:

- A. This document constitutes the full understanding of the parties and no terms, conditions, understanding, or agreements purporting to modify or vary the terms of this document shall be binding unless hereinafter made in writing and signed by all parties.

ARTICLE XI

Non-assignment:

- A. This agreement, and each and every covenant herein, shall be capable of assignment, unless the express written consent of the School Board and the Chief of Police is obtained.

ARTICLE XII

Merger:

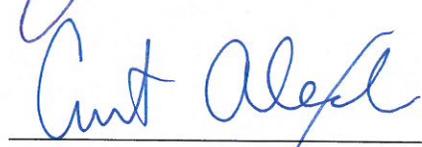
- A. This agreement constitutes a final written expression of all the terms of this agreement and is a complete and exclusive statement of those terms.

IN WITNESS WHEREOF, we have affixed our signatures to this agreement, in Elizabethton, Tennessee, this 14 day of, July 2022

\_\_\_\_\_  
Chairperson, Board of Education

  
\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
Director of Schools

  
\_\_\_\_\_  
Mayor, City of Elizabethton

**BEFORE THE CITY COUNCIL  
OF THE CITY OF ELIZABETHTON, TENNESSEE**

**REGULAR SESSION**

**JULY 14, 2022**

**RESOLUTION NO. 58-51**

**“A RESOLUTION APPROVING AN AGREEMENT  
BETWEEN THE ELIZABETHTON CITY SCHOOL  
SYSTEM AND THE CITY OF ELIZABETHTON,  
ELIZABETHTON POLICE DEPARTMENT, FOR THE  
SCHOOL RESOURCE OFFICER PROGRAM.”**

**WHEREAS**, the City of Elizabethton has had a School Resource Officer at Elizabethton High School since 1999; and

**WHEREAS**, there has been a School Resource Officer at T. A. Dugger Jr. High School since 2010; and

**WHEREAS**, the cost of the salary and benefits for the School Resource Officer at T. A. Dugger Jr. High School has historically been reimbursed to the City of Elizabethton from the Elizabethton City School System; and

**WHEREAS**, in 2019, the Elizabethton City School System received a Grant from the State of Tennessee to allow for the placement of Police Officers as School Resource Officers at the three (3) Elementary Schools in the City of Elizabethton, specifically, East Side Elementary School, Harold McCormick Elementary School, and West Side Elementary School; and

**WHEREAS**, this Grant from the State of Tennessee allowed the Elizabethton City School System to fund seventy five percent (75%) of the cost of the salary and benefits of the three (3) additional School Resource Officers placed at the elementary schools; and

**WHEREAS**, the Elizabethton City School System has informed the City of Elizabethton that they intend to continue to fund the T. A. Dugger Jr. High School and the Elementary School Resource Officer positions with funds available through the State of Tennessee SRO Grant; and

**WHEREAS**, the City of Elizabethton will continue to fund the Elizabethton High School Resource Officer and, further, provide the matching funds needed for the three (3) Police Officers to be placed as School Resource Officers at the Elizabethton City School

System Elementary Schools, specifically, East Side Elementary School, Harold McCormick Elementary School, and West Side Elementary School; and

**WHEREAS**, the cost to the City of Elizabethton will be Two Hundred and Ten Thousand Six Hundred and Twenty Five and 76/100 Dollars (\$210,025.76) which is the full cost of the salary and benefits for the School Resource Officer at the Elizabethton High School and the remaining balance for the three Police Officers who serve as School Resource Officers at the Elizabethton City School System Elementary Schools after the receipt of the State SRO Grant; and

**WHEREAS**, it is in the best interest and welfare of the citizens and residents of the City of Elizabethton, Tennessee, that the City of Elizabethton enter into an Agreement with the Elizabethton City School System for the School Resource Officer Program.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Elizabethton, Tennessee, meeting in Regular Session on the 14<sup>th</sup> day of July, 2022, with a lawful quorum of said Council being present and with a majority of said Council voting in the affirmative as follows:

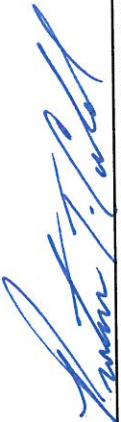
1. That the City of Elizabethton, Elizabethton Police Department, is hereby authorized to enter into an Agreement with the Elizabethton City School System for the placement of School Resource Officers at the Elizabethton High School, at the T. A. Dugger Jr. High School, and at the three (3) Elizabethton City School System Elementary Schools, specifically, East Side Elementary School, Harold McCormick Elementary School, and West Side Elementary School at a total cost to the City of Elizabethton of Two Hundred and Ten Thousand and Twenty Five and 76/100 Dollars (\$210,025.76).
2. That the Mayor be and he is hereby authorized to sign the Agreement with the Elizabethton City School System for the School Resource Officer Program on behalf of the City of Elizabethton.
3. That the Mayor be and he is hereby authorized to sign any and all other documents necessary to put the Agreement with the Elizabethton City School System for the School Resource Officer Program into full force and effect.

4. This Resolution shall be effective from and after its adoption.

CITY OF ELIZABETHTON, TENNESSEE

By:   
CURT ALEXANDER, MAYOR

ATTEST:

  
PRESTON T. COBB, CITY CLERK

PREPARED BY ME AND  
APPROVED AS TO FORM

  
ROGER G. DAY, CITY ATTORNEY  
CITY OF ELIZABETHTON, TN  
136 SOUTH SYCAMORE STREET  
ELIZABETHTON, TN 37643  
PHONE: (423) 542-9575  
FAX: (423) 975-0449  
BPR #14545

## Scenario Learning, LLC Agreement Schedule A

**Date:** Wednesday, June 22, 2022

### Client Information

<b>Client Name:</b> Elizabethton City Schools	
<b>Address:</b> 804 South Watauga Avenue Elizabethton, TN 37643	
<b>Primary Contact Name:</b>	<b>Primary Contact Phone:</b>

### Agreement Term

<b>Effective Date:</b> 07/15/2022	<b>Initial Term:</b> 36 months
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### Invoicing Contact Information (Please fill in missing information)

<b>Billing Contact Name:</b> John Hutchins		
<b>Billing Address:</b> 804 South Watauga Avenue Elizabethton, Tennessee 37643		<b>Billing Phone:</b> (423) 547-8000 x8214
		<b>Billing Email:</b> john.hutchins@ecschoools.net
<b>PO#:</b>	<b>Billing Frequency:</b> Annual	<b>Payment Terms:</b> Net 30

### Annual Fee(s)

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
SLSBSC-50	School Bus Safety Company Driver Safety Library (SBSC50)	Driver Training Courses	25	\$66.95	\$1,673.75
SLSBSC-MAP21	School Bus Safety Company MAP 21 Module	MAP-21 Training	25	\$11.22	\$280.50
SLSST	Vector Training, Employee Safety and Compliance Library	Vector Training, K-12 Edition - Employee Safety and Compliance Library - Annual Subscription	500	\$12.00	\$6,000.00

SLEC	Vector Training, Special Education Edition	Vector Training, Special Education Edition Professional Development Solution - Annual Subscription	25	\$26.00	\$650.00
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Annual Total: \$8,604.25

**One-Time Fee(s)**

Product Code	Product	Description	Qty	Price	Sub Total
OTD	One-Time Discount	Discount for: Vector Training, Employee Safety and Compliance Library	1	(\$1,500.00)	(\$1,500.00)

One-Time Total: (\$1,500.00)

**Grand Total (including Annual and One-Time): \$7,104.25**

*Please note that this is not an invoice. An invoice will be sent within fourteen (14) business days.*

Additional Terms and Conditions.

The following are in addition to the Client Agreement General Terms and Conditions.

1. Additional Named Users added after the Effective Date will be invoiced at the full per Named User fee. Such additional Named Users shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
2. You agree to pay for the number of Named Users using or licensed to access the Services in a given contract year. Subject to the Minimum Annual Commitment, Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
3. Subject to the above Minimum Annual Commitment, annual fees for your use of the Services will be based upon the number of Named Users in a given contract year.
4. Named Users inactivated in a given contract year will not count towards the total number of Named Users in the year following such inactivation, unless reactivated.
5. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 0.0% per year. Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
6. All undisputed invoices are due and payable Net 30 days after invoice date ("Due Date"). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
7. **AUTOMATIC RENEWAL. UNLESS OTHERWISE AGREED OR WHERE PROHIBITED BY APPLICABLE LAW OR REGULATION, UPON EXPIRATION OF THE ABOVE INITIAL TERM, THIS AGREEMENT WILL RENEW FOR A RENEWAL TERM EQUAL TO THE INITIAL TERM AT VECTOR SOLUTIONS' THEN CURRENT FEES, UNLESS NOTICE IS GIVEN BY EITHER PARTY OF ITS INTENT TO TERMINATE THE AGREEMENT AT LEAST SIXTY (60) DAYS PRIOR TO THE SCHEDULED TERMINATION DATE.**

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

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

Printed Name: Stacey Canaan

Printed Name:

Title: Team Lead Renewal Management, K-12

Title:

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

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

**Address for Notices:**

4890 W. Kennedy Blvd., Suite 300  
Tampa, FL 33609

804 South Watauga Avenue  
Elizabethton, TN 37643

## VECTOR SOLUTIONS EDUCATION SOFTWARE AS A SERVICE AGREEMENT

This Vector Solutions Software as a Service Agreement (the "Agreement"), effective as of the date noted in the attached Schedule A (the "Effective Date"), is by and between Scenario Learning, LLC, d/b/a Vector Solutions, ("We/Us") an Ohio limited liability company, and the undersigned customer ("You/Your"), (each a "Party" or "Parties) and governs the purchase and ongoing use of the Services described in this Agreement.

### GENERAL TERMS AND CONDITIONS

1. **SERVICES.** We shall provide the following Software as a Service ("**Services**"):

1.1. Access and Use. We grant You a non-exclusive, non-transferable revocable authorization to remotely access and use the software as a service offering identified in Schedule A (the "**Services**") and, unless prohibited by law, We will provide access to any persons You designate for use as described in these terms and conditions. For clarification and unless otherwise provided in Schedule A as a "site specific" authorization, We authorize access and use on a "one user per one authorization basis" and once granted, You are not allowed to transfer authorizations to other users. Your ability to use the Services may be affected by minimum system requirements or other factors, such as Your Internet connection.

1.2. Availability. We will use commercially reasonable efforts to provide access to and use of the Services twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond our control.

1.3. Help Desk. We will assist You as needed on issues relating to usage via e-mail, and a toll-free Help Desk five (5) days per week, at scheduled hours, currently 8:00 am to 6:00 pm Eastern Time, Monday-Friday or <https://support.vectorsolutions.com/s/contactsupport>

1.4. Upgrades and Updates. We reserve the right, in our discretion, to make updates or upgrades to the Services that are necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Services; (ii) the competitive strength of or market for the Services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law. For no additional charge, You will receive access to any general upgrades and updates to the Services which We make generally available to our other customers. All updates and upgrades to the Services are subject to these terms and conditions.

1.5. Additional Services. From time to time, the Parties may decide in their discretion to add additional Services, subject to the Parties' execution of one or more change forms which shall be substantially in the form of the Schedule A and shall incorporate these terms and conditions by reference. Each individual Schedule A shall have its own service term.

### 2. YOUR RESPONSIBILITIES AND USE RESTRICTIONS.

2.1. Compliance. You shall be responsible for all Users' compliance with this Agreement and shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services. You shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Us.

2.2. Identify Named Users. A "**Named User**" is defined as Your employees, consultants, contractors, and agents You authorize to access and use the Services You are purchasing during each contract year ("Term") of the Agreement.

2.2.1. You will be responsible for the following: (a) cause each of Your Named Users to complete a unique profile if not created by Vector Solutions on their behalf; and (b) timely maintain a user database by adding a unique profile for each new Named User. Due to licensing and data retention requirements, Named Users may not be removed from our system unless required by law. You will be responsible for identifying Named Users from time to time during the Term of this Agreement through available system capabilities.

2.3. Future Functionality. You agree that Your purchases are not contingent on Our delivery of any future functionality or features. You are not relying on any comments regarding future functionality or features.

### 3. FEES AND PAYMENTS.

3.1. Fees and Payment. You will pay for the Services in accordance with the payment terms, frequency, and fee schedule in Schedule A attached to this Agreement. All fees collected by Us under this Agreement are fully earned when due and nonrefundable when paid, except if You terminate this Agreement for cause as described in Section 5.2.

3.2. Due Date. All fees due under this Agreement must be paid in United States Dollars or Canadian Dollars or as specified in Schedule A as applicable to Your location. We will invoice You in advance and all undisputed invoices are due and payable on the due date specified in Schedule A.

3.3. **Suspension of Service.** If You do not make an undisputed payment on time, We may suspend Your or Your Named Users' access to the Services without further notice until all overdue payments are paid in full. Our suspension of Your use of the Services or termination of the Agreement for Your violation of the terms of this Agreement will not change Your obligation to pay any and all payments due for the applicable Term.

3.3.1. We may also suspend, terminate, or otherwise deny Your access or any Named User's access to or use of all or any part of the Services, without incurring any liability to You, if: (a) We receive a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Us to do so; or (b) We believe, in good faith and reasonable discretion, that: (i) You or any Named User, have failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted, or for a purpose not authorized under this Agreement; or (ii) Your use of the Services causes a direct or indirect threat to our network function or integrity, or to Our other customers' ability to access and use the Services; or (iii) You or any Named User, are or have been involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3 does not limit any of Our other rights or remedies under this Agreement.

3.4. **Taxes.** All fees under this Agreement exclude all sales, use, value-added taxes, and other taxes and government charges, whether Federal, State, or foreign, and You will be responsible for payment of all such taxes (other than taxes based on our income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If We have a legal obligation to pay or collect taxes for which You are responsible under the Agreement, then then We will invoice, and You will pay the appropriate amount unless You claim tax exempt status for amounts due under this Agreement and provides Us with a valid tax exemption certificate (authorized by the applicable governmental authority) promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by You to Us, You shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that We shall receive an amount equal to the fee We would have received had no such deduction or withholding been made.

#### 4. INTELLECTUAL PROPERTY RIGHTS.

4.1. We alone (and our licensors, where applicable) shall own all rights, title, and interest in and to our software, website and technology, the course content (if any), and the Services We provide, including all documentation associated with the Services. If You provide any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by You (collectively "Feedback"), We may use such Feedback to improve the Services without charge, royalties, or other obligation to You, and Our use of Your Feedback does not give You any property rights to the Services.

The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to You to use them. You shall own all rights, title, and interest in and to Your added software, Your content, and information collected from Your content pages ("Your Data"). You shall have no rights in or to any other data collected that is not affiliated with You. Your content, email addresses, and personal information of Your Named Users or Your EHS Active Employees You entered into the database, or any of Your customers or users is Your sole property. We will not, at any time, redistribute, share, or sell any of Your email addresses, email server domain names, customer names, or personal information. Course content that You purchase from third-party course providers and access through our LMS will require the sharing of certain user information with Us in order for Us to properly track and report usage.

4.2. You recognize that We regard the software We have developed to deliver the Services as our proprietary information and as confidential trade secrets of great value. You agree not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than Your Named Users without our prior written consent. You further agree to treat the Services with at least the same degree of care with which You treat Your own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.

4.2.1 Except as otherwise agreed in writing or to the extent necessary for You to use the Services in accordance with this Agreement, You are not allowed to: (a) copy the course content in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (c) embed the course content into other products; (d) use any of our trademarks, service marks, domain names, logos, or other identifiers or any of our third party suppliers; (e) reverse engineer, decompile, disassemble, or access the source code of any of our Services or software, (f) use the software or Services for any purpose that is unlawful; (g) alter or tamper with the Services and/or associated documentation in any way; (h) attempt to defeat any security measures that We may take to protect the confidentiality and proprietary nature of the Services; (i) remove, obscure, conceal, or alter any marking or notice of proprietary rights that may appear on or in the Services and/or associated documentation; or (j) except as permitted by this Agreement, knowingly allow any individual or entity under Your control to access Services without authorization under this Agreement for such access.

4.3. We acknowledge that You alone shall own all rights, title, and interest in and to Your name, trademarks, or logos, and this Agreement does not give Us any rights of ownership to the same. You hereby authorize Us to use Your name, trademarks, or logos in promotional materials, press releases, advertising, or in other publications or websites, whether oral or written. If You do not consent to Our use of Your name or logo, You may withdraw Your consent at any time by notifying Us at [logousage@vectorsolutions.com](mailto:logousage@vectorsolutions.com).

## 5. TERM, TERMINATION, AND NOTICE.

5.1 Term. The term of this Agreement will start on the Effective Date, and will remain in full force and effect for the initial term (the "Initial Term") indicated in Schedule A. Upon expiration or early termination of this Agreement by either Party as described below in Section 5.2 (Termination for Cause) or for any reason, You shall immediately discontinue all use of the Services and documentation, and You acknowledge that We will terminate Your ability to access the Services. Notwithstanding, access to the Services may remain active for thirty (30) days solely for purpose of our record keeping.

5.2 Termination for Cause. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party materially breaches this Agreement, and that breach is incapable of cure, or with respect to a material breach capable of cure, and the Defaulting Party does not cure the breach within thirty (30) days after receipt of written notice of the breach. If You terminate this Agreement due to Our material breach, then We will return an amount equal to the pro-rated fees already paid for the balance of the term as of the date of termination as Your only remedy.

5.3 Notice. All required notices by either Party shall be given by email, personal delivery (including reputable courier service), fees prepaid, or by sending the notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth in Schedule A. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Notices and other communications sent by e-mail shall be deemed received upon the sender's receipt of an acknowledgment from the recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment). Either Party, by written notice to the other as described above, may alter its address for written notices.

## 6. MUTUAL WARRANTIES AND DISCLAIMER.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the acceptance of this Agreement has been duly authorized by all necessary corporate or organizational action; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable against each Party in accordance with its terms.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DO NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED "AS IS," AND WE PROVIDE NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION.

YOU ACKNOWLEDGE THAT THE SERVICES DO NOT PROVIDE AND ARE NOT INTENDED TO PROVIDE GENERAL MEDICAL, FINANCIAL OR LEGAL ADVICE AND ARE NOT A SUBSTITUTE FOR FINANCIAL OR LEGAL ADVISORS, HEALTH ASSESSMENTS AND INTERVENTIONS BY A QUALIFIED HEALTHCARE PROVIDER OR MENTAL HEALTH COUNSELOR AND ARE PROVIDED SOLELY FOR INFORMATIONAL AND EDUCATIONAL PURPOSES AND SHALL NOT REPRESENT OTHERWISE. WE MAKES NO GUARANTY, WARRANTY OR REPRESENTATION AS TO THE EFFECTIVENESS IN CHANGING OR IN MODIFYING OR AFFECTING THE BEHAVIOR OR CONDUCT OF ANY USERS OF THE SERVICES.

We make no promise that use of the Service will prevent sexual assault, alcohol or other drug abuse, sexual harassment, stalking, dating/domestic violence bullying, or hazing from occurring, or that the Services will not offend some who use it. We will not be responsible for any costs, legal fees, or damages resulting from any claim made against You by anyone who uses the Services.

6.3. Disclaimer of Third-Party Content. If You upload third-party content to our platform or Services, the third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws. We are not and shall not be held responsible or liable for any third-party content You provide or Your use of that third-party content. THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SERVICES.

6.4 None of our employees, marketing partners, resellers, or agents are authorized to make any warranty other than the Warranties stated in this Agreement. The provisions in any specification, brochure, or chart are descriptive only and are not warranties.

7. LIMITATION OF LIABILITY. EXCEPT FOR CLAIMS RELATED TO VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, GROSS NEGLIGENCE, FRAUD, OR WILFULL MISCONDUCT, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY AFFILIATE, THIRD-PARTY, OR YOUR USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (B) IF YOU HAVE

**ANY BASIS FOR RECOVERING DAMAGES (INCLUDING FOR BREACH OF THIS AGREEMENT), YOU AGREE THAT YOUR EXCLUSIVE REMEDY WILL BE TO RECOVER DIRECT DAMAGES FROM US, UP TO AN AMOUNT EQUAL TO THE TOTAL FEES ALREADY PAID TO US FOR THE PRECEDING TWELVE (12) MONTHS.**

7.1.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU, ANY AFFILIATE, ANY THIRD PARTY OR YOUR USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES OR SERVICES. YOU, YOUR AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AND SERVICES AT YOUR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO YOU, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

## **8. OBLIGATIONS OF BOTH PARTIES.**

8.1. Our Obligation to You. We shall indemnify and hold You harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property We provide or upload to our platform infringes or violates any intellectual property right of any person.

8.2. Your Obligation to Us. You shall indemnify and hold Us harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, courses, or intellectual property You provide or upload to our platform infringes or violates any intellectual property right of any person. If you are a public entity, then Your indemnification obligation shall apply only to the extent not prohibited by applicable law.

## **9. CONFIDENTIALITY.**

9.1. Each Party may from time to time disclose to the other Party "Confidential Information" which shall mean and include the Services (including without limitation all courses accessed through the Services), all documentation associated with the Services, software code (include source and object code), marketing plans, technical information, product development plans, research, trade secrets, know-how, ideas, designs, drawings, specifications, techniques, programs, systems, and processes.

9.2. Confidential Information does not include: (a) information generally available to or known to the public through no fault of the receiving Party; (b) information known to the recipient prior to the Effective Date of the Agreement; (c) information independently developed by the recipient outside the scope of this Agreement and without the use of or reliance on the disclosing Party's Confidential Information; or (d) information lawfully disclosed by a third party. The obligations set forth in this Section shall survive termination of this Agreement.

9.3. Each Party agrees that it shall not disclose the Confidential Information of the other to any third party without the express written consent of the other Party, that it shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors or consultants, that it shall not make use of any such Confidential Information other than for performance of this Agreement, and that it shall use at least the same degree of care to avoid disclosure of Confidential Information as it uses with respect to its own Confidential Information.

9.4. The confidentiality obligations imposed by this Agreement shall not apply to information required to be disclosed by compulsory judicial or administrative process or by law or regulation, provided that the receiving Party shall (if permitted) notify the disclosing Party of the required disclosure, shall use reasonable measures to protect the confidentiality of the Confidential Information disclosed, and shall only disclose as much Confidential Information as is required to be disclosed by the judicial or administrative process, law, or regulation.

Further, the above confidentiality provisions shall apply only to the extent permissible under applicable law and subject to applicable Open Records Laws and Freedom of Information Acts.

## **10. MISCELLANEOUS.**

10.1. Assignment. Neither Party may freely assign or transfer any or all of its rights without the other Party's consent, except to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided however You shall not assign this Agreement to our direct competitors.

10.2. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the state of Florida, except where Customer is a public entity or institution in which case the applicable state, provincial, or tribal law where You are located shall govern, in either case without regard to the state's or local laws conflicts of laws provisions. If You are purchasing

goods under this Agreement, the Parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to this Agreement. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER.

10.3. Export Regulations. All Content and Services and technical data delivered under this Agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. Both Parties agree to comply strictly with all such laws and regulations and You acknowledge that You are responsible for obtaining such licenses to export, re-export, or import as may be required after delivery.

10.4. Force Majeure. In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control (a "**Force Majeure Event**"), including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.

10.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the Parties.

10.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

10.7. Survival. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

10.8. No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third party under this Agreement.

10.9. Purchase Orders. You may issue a purchase order if required by Your company or entity and failure to do so does not cancel any obligation You have to Us. If You do issue a purchase order, it will be for Your convenience only. You agree that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document You issue that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from Your purchase order.

10.10. Data Processing Agreement. If applicable, the parties shall negotiate in good faith and enter into any further data processing or transfer agreement, including any standard contractual clauses for transfers of data outside of the country where the personal data originates, as may be required to comply with applicable laws, rules and regulations regarding the collection, storage, transfer, use, retention and other processing of personal data.

10.11. Entire Agreement. This Agreement and Schedule A represent the entire understanding and agreement between the Parties, and supersedes all other negotiations, proposals, understandings, and representations (written or oral) made by and between You and Us. You acknowledge and agree that the terms of this Agreement are incorporated in, and are a part of, each purchase order, change order, or Schedule related to our provision of Services. This Agreement prevails over any additional or conflicting terms or conditions in any Customer purchase orders, online procurement terms, or other non-negotiated forms relating to the services or this agreement hereto even if dated later than the effective date of this Agreement.

## SPECIAL TERMS AND CONDITIONS

### CALIFORNIA CONSUMER PRIVACY ACT

If We will be processing personal information subject to the California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018) as may be amended as well as all regulations promulgated thereunder from time to time ("**CCPA**"), on Your behalf in the course of the performance of the Services, then the terms "California consumer," "business purpose," "service provider," "sell" and "personal information" shall carry the meanings set forth in the CCPA.

CCPA Disclosures: To the extent the CCPA applies to our processing of any personal information pursuant to Your instructions in relation to this Agreement, the following also apply: (a) The Parties have read and understand the provisions and requirements of the CCPA and shall comply with them; (b) It is the intent of the Parties that the sharing or transferring of personal information of California consumers from You to Us, during the course of our performance of this Agreement, does not constitute selling of personal information as that term is defined in the CCPA, because You are not sharing or transferring such data to Us for valuable consideration; (c) We will only use personal information for the specific purpose(s) of performing the Services, including any Schedules within the direct business relationship with You.**FAMILY EDUCATIONAL RIGHTS**

**AND PRIVACY ACT.** If You are subject to the Family Educational Rights and Privacy Act ("FERPA"), then the following shall apply:

Both Parties are subject to FERPA and to that end agree: (a) they are each providing educational services to the other that they would otherwise have to provide for themselves using faculty and staff; (b) each party has a legitimate educational interest in the student education records disclosed under this Agreement; and (c) We agree to be under the direct control of Named User with respect to the use and maintenance of information from student education records. Any Party, including a "school official" who receives student education records as otherwise enumerated in this Agreement, acknowledges that the student education record is confidential and may use the information only for the purposes for which the disclosure was made hereunder including only the reporting of the student's use of the Services and review of materials by external examiners and except as permitted elsewhere in this Agreement, We may not re-disclose the information to any third -party without prior written consent from the student and Named User. Furthermore, the Parties agree to work together to share student education records in a manner that best assures the protection of student education records from disclosure.

**CHILDREN'S ONLINE PRIVACY PROTECTION ACT.** If a Named User is under thirteen (13) years of age, then the following shall apply:

1. The Parties acknowledge and agree that in the event a Named User under thirteen (13) years of age registers or logs in to use the Services, by personally providing to Vector Solutions such Named User's personal information as such information is defined under the Children's Online Privacy Protection Rule ("COPPA"), including: (a) first and last name; (b) home or other physical address including street name and name of city or town; (c) email address; (d) screen or username; (e) telephone number; (f) social security number; (g) persistent identifier; (h) photograph, video, or audio file where such file contains a child's image or voice; (i) geolocation information that can identify the names of a street and city; and (j) information collected from such Named User that is combined with any of the previous (collectively, "COPPA Personally Identifiable Information" or "COPPA PII"), such PII shall be subject to the provisions of COPPA.
2. Each party represents and warrants that to the extent such Party's own activities in furtherance of this Agreement are subject to the provisions of COPPA, such Party shall operate in accordance with the applicable terms of COPPA for the duration of the term hereof.
3. We shall make commercially reasonable efforts to keep COPPA PII confidential and secured from transmission or disclosure to unauthorized recipients until such PII is deleted pursuant to the terms hereof.
4. We shall make no commercial use of PII collected on Your behalf other than for educational and safety purposes and shall use PII solely for Your benefit. We shall provide to You notices required by COPPA regarding Our practices as they relate to collecting, using, or disclosing COPPA PII, as well as notice of any material change to such practices in a timely manner under the law. We shall rely on You to obtain verifiable consent from a parent or guardian (collectively, "Parent") of each Named User under the age of 13, registered in association with You ("Verifiable Consent") to use the Services.
5. You shall make reasonable efforts to obtain Verifiable Consent to use the Services using one or more of the following methods: (a) providing a consent form to be signed by Parent and returned to You by mail, fax, or electronic scan; (b) requiring a Parent, in connection with a monetary transaction, to use a credit or debit card or other online payment system that provides notification of each discrete transaction to the primary account holder; (c) having a Parent call a toll-free number staffed by trained personnel; (d) having a Parent connect to trained personnel via video-conference; (e) checking a form of government-issued identification against databases of such information, provided You delete Parent's identification promptly following the completion of the verification; or (f) sending an email coupled with additional steps, including (i) sending a second email confirming consent; or (ii) confirming consent by letter or telephone call after obtaining Parent's address or telephone number, provided that such methods of confirmation include notice that Parent may revoke any consent previously provided in response to the initial email.
6. In the event a Parent requests to exercise such Parent's right to: (a) review; (b) request deletion of; or (c) refuse further use or collection of the PII collected from the Parent's child, You shall relay such request to Us without unreasonable delay following Your successful verification that the requester is the Named User's Parent.
7. We shall delete PII collected from Named Users under the age of 13: (a) once such PII is no longer needed to fulfill the purpose of its collection; or (b) upon verified request by such Named User's Parent and shall utilize commercially reasonable safeguards to protect the PII from unauthorized access or use upon its disposal.

## SERVICE SPECIFIC TERMS AND CONDITIONS

### A. Vector EHS Management Services

A. This Section A contains service specific terms and conditions that will apply only if You are purchasing **Vector EHS Management Services ("EHS Services")** in Schedule A. Otherwise, the following terms will not apply to You.

1. An "**EHS Active Employee**" is defined as Your employees, consultants, contractors, and agents who are contained in the Vector EHS employee and contractor table with an active status. An employee may or may not be a Named User. For EHS Services, You are allowed a Named User for each EHS Active Employee.

2. You will be able to activate or disable employees without incurring additional EHS Active Employee fees as long as the total number of EHS Active Employees does not exceed the number of employees included in Scheduled A.
3. EHS Active Employees added after the Effective Date in Schedule A shall be billed at the full per employee fee. Such additional EHS Active Employees shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
4. You agree to pay for the number of EHS Active Employees in the EHS Services in a given contract year.
5. Subject to the Minimum Annual Commitment, if any, set forth in Schedule A, annual fees for Your use of the Services will be based upon the actual number of EHS Active Employees in a given contract year. Employees inactivated in a given contract year will not count towards the total number of employees in the year following such inactivation, unless reactivated.
6. You acknowledge that certain transmissions You receive as part of the EHS Services may contain sensitive personal information that You have provided. You understand that We do not control or own the data contained in such transmissions. As such, You will be responsible for ensuring that the information is secured and preventing the transmission and/or disclosure of such information to unauthorized recipient(s). In the event such information is disclosed to an unauthorized recipient(s), You shall be responsible for notifying Your EHS Active Employee(s) whose information may have been disclosed to the extent required by law. Both Parties further agree to handle such data in compliance with any applicable Federal, State, or local laws or regulations. You shall also be responsible for any threatening, defamatory, obscene, offensive, or illegal content or conduct of any of Your EHS Active Employees when using the Services. You shall indemnify, defend, and hold Us harmless against any claims that may arise as a result of these matters. With respect to Your use of the EHS Services, You acknowledge that We are not a covered entity or business associate under HIPAA.

#### **B. Vector Evaluations+ Services**

**This Section B. contains service specific terms and conditions that will apply only if You are purchasing Vector Evaluations+ Software as a Service in Schedule A. Otherwise, the following terms will not apply to You.**

1. Access and Use. We will provide You a nonexclusive, non-transferable, revocable authorization to remotely access and use the Vector Evaluations+ Software as a Service: (i) on Our application server over the Internet, (ii) transmit data related to Your use of the Service over the Internet, and (iii) download and use the Evals + mobile device application software (referred to collectively as "Evals+ Services"). We will provide accounts for Your users on the application server for storage of data and use of the Service. The number of Named Users, start of service, and duration, are as stated in Schedule A.
2. If Your active user accounts exceed the number of Named Users during the term of this Agreement, You agree to pay for the additional Users, based on the per User fees in Schedule A. Adjusted fees will apply beginning on the month the number of Named Users are exceeded and will be prorated for the remainder of the current 12-month period. You agree to pay for the number of Users using or authorized to access the Services in a given contract year.
3. Data Storage Fees. Evaluations+ Service includes up to 10GB of data storage for Your data. If You use storage above 10GB, You agree to pay Us for the extra storage used, based on the rate indicated in the Schedule A. Fees for additional storage will apply beginning on the month the additional storage is used, and accrue monthly.
4. Your Content. You will be the owner of all content created and posted by You. You will also be the owner of all content created and posted by Us on Your behalf, including but not limited to evaluation forms added to the system as part of support services We provide.
5. Third-Party Content. You are responsible for proper licensing of, and assuming liability for, copyrighted material which You post on Our system, or is posted on the system by Us on Your behalf. This includes but is not limited to copyright protected evaluation forms and other materials from third parties. If You upload third-party content to Our platform, such third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws.
6. Effect of Termination. You will have thirty (30) days after the effective date of termination or expiration of this Agreement to export Your data using the software tools provided, or to request Your data from Us. Form data will be available as exported comma separated variable (CSV) files and as PDF files. Uploaded data files will be available in their original format. After the thirty (30) day period, We have no obligation to maintain or provide data and may thereafter delete or destroy all copies of the Your data, unless legally prohibited.

#### **C. Vector WorkSafe Services and Vector LiveSafe Services**

**This Section C. contains service specific terms and conditions that will apply only if You are purchasing Vector WorkSafe Services or Vector LiveSafe Services (collectively "LiveSafe Services") in Schedule A. Otherwise, the following terms will not apply to You.**

1. Authorized Users. **Authorized Users** interchangeably may be referred to as "Named Users" means the employees, contractors and/or consultants under Your control who You authorized to operate the LiveSafe Services .

2. **Your Responsibilities.** You shall: (i) not permit any person or entity, other than designated Authorized Users, to access the LiveSafe Services; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the LiveSafe Services, (iii) provide prompt written notice of any unauthorized access or use; and (iv) instruct Authorized Users to comply with all applicable terms of this Agreement.

3. **Your Data.** You agree that We may only use data collected, extracted or received through Your use of the Services ("Your Data") in an anonymized and aggregated manner (without specifically identifying You, Your users or Your location(s)) for the sole purpose of reporting LiveSafe Services metrics, training and education about the LiveSafe Services, and improving the LiveSafe Services (except as may be required by law, court order, or as needed to provide the Services to You). Your Data shall not include any information collected, extracted, or received in response to the WorkSafe Integrated Health Survey. Within thirty (30) business days following Your written request, and not more than four (4) times per year or upon termination of this Agreement, We will provide to You a backup copy of the Your Data in Our possession.

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

Scenario Learning , LLC d/b/a Vector Solutions  
4890 W. Kennedy Blvd., Suite 300  
Tampa, FL 33609

Elizabethton City Schools  
804 South Watauga Avenue  
Elizabethton, TN 37643

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

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

Printed Name: Stacey Canaan

Printed Name:

Title: Team Lead Renewal Management, K-12

Title:

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

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

**CONTRACT  
BETWEEN ELIZABETHTON CITY SCHOOLS AND  
SCHOOLKIT**

This Contract, by and between Elizabethton City Schools ("District") and **SchoolKit** ("Contractor") is for the provision of early literacy network support, as further defined in the "SCOPE OF SERVICES." District and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a Limited Liability Company.

Contractor Place of Incorporation or Organization: Washington, DC

Contractor Edison Registration ID # 227328

**A. SCOPE OF SERVICES:**

- A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:
- a. **Assessment:** Refers to any tool used to determine students' skills and knowledge in relation to reading.
  - b. **Asynchronous:** Learning that occurs virtually online and through prepared resources, without real-time teacher-led interaction.
  - c. **Coach or Coaching:** Refers to instructional Coaching and refers to the process of a School Leader providing support and Feedback on teacher instructional practice using the TN Foundational Skills IPG.
  - d. **Decoding:** The ability to apply knowledge of letter-sound relationships as well as letter patterns to correctly pronounce written words.
  - e. **Disadvantaged Student(s):** Those who participate in, or whose family participates in, economic assistance programs, such as the free or reduced-price lunch programs, social security insurance ("SSI"), food stamps, foster care, refugee assistance (cash or medical assistance), and/or earned income tax credit ("EITC").
  - f. **Dyslexic Student(s):** A student who has been identified as having a specific learning disability that is neurobiological in origin. It is characterized by difficulties with accurate and/or fluent word recognition and by poor spelling and Decoding abilities.
  - g. **Early Literacy Network Participant –** A district that has completed week 1 and week 2 of the TN Early Reading Training and has been awarded an Early Literacy Network grant to fund the support of an Implementation support vendor for foundational skills instruction in grades Pre-K-2 as follow up to the training
  - h. **English Learner(s):** A non-English language background student who qualifies for English as a second language services via a District approved English language proficiency screener.
  - i. **Feedback:** This term refers to the consistent and intentional practice of a School Leader observing a teacher's classroom informally to give them Feedback on their instructional practice. For the purposes of this Contract, Feedback will focus on Implementation of high-quality English Language Arts ("ELA") materials.
  - j. **Foundational Reading Skills:** The continuum of skills that research has demonstrated are required to systematically teach reading, including Phonological Awareness, Phonemic Awareness, fluency, Decoding, and vocabulary development.
  - k. **High-Quality Instructional Materials ("HQIM")** are defined as a complex set of resources that build conceptually through the yearlong scope and sequence as well as through grade levels that includes comprehensive tools that allow teachers to plan instructional experiences for all learners. ELA HQIM are those materials approved in the 2019 Districtwide adoption process, found at:

[https://www.tn.gov/content/dam/tn/education/textbook/Adoption\\_Section.E\\_2019\\_Final\\_01\\_30\\_20.pdf](https://www.tn.gov/content/dam/tn/education/textbook/Adoption_Section.E_2019_Final_01_30_20.pdf)

- l. Implementation: The process that occurs after a district adopts HQIM and requires district leaders, School Leaders, and teachers to change practices to ensure that instruction is grounded in HQIM.
  - m. Intervention: A multi-tiered system of academic supports for reading gaps defined by reading Assessments.
  - n. Lesson Preparation/Unit Preparation: Supporting teachers' unit and lesson planning process grounded within high-quality materials and understanding the daily lesson components of the materials and how to use those components to deliver lessons and sequence lessons into a unit with a culminating Assessment.
  - o. Oral Language: Spoken language, including spoken words and articulated sounds. Also referred to as vocal language.
  - p. Phonemic Awareness: The specific ability to focus and manipulate individual sounds in spoken words.
  - q. Phonological Awareness: The ability to manipulate Oral Language including words, syllables, onsets, and rimes.
  - r. School Leader: A School Leader could serve as a principal, assistant principal or instructional Coach and for the purposes of this Contract serves as an instructional leader within a school and provides teacher Feedback on their instruction.
  - s. Students with Disabilities: A child between three (3) and twenty-one (21) years of age, both inclusive, who has been evaluated and determined as having a District-identified disability of functional delay or intellectually gifted, or as having one (1) or more of the following disabilities as defined in 34 C.F.R. §§ 300.8: an intellectual disability; a hearing impairment, including deafness; a speech or language impairment; a visual impairment, including blindness; emotional disturbance; an orthopedic impairment; autism; traumatic brain injury; other health impairment; a specific learning disability; developmental delay; deaf-blindness; or multiple disabilities and who, by reason thereof, needs special education and related service. It also means a student with a mental or physical impairment that substantially limits one or more major life activities, as defined by Section 504 of the Rehabilitation Act of 1973.
  - t. Synchronous: Learning opportunities that are interactive, two-way online, or distance education that happens in real time with a teacher.
  - u. Tennessee Foundational Skills Curriculum Supplement ("TNFSCS"): An open-source suite of instructional materials and aligned supports for teachers, designed to support the teaching of Tennessee's foundational skills standards for ELA in grades PK–2. Units of instruction, ancillary materials such as student workbooks and Assessment and remediation guides, and professional learning and Implementation supports for teachers are all available at <https://bestforall.tnedu.gov/book/foundational-skills>.
  - v. Tennessee Foundational Skills Instructional Practice Guide ("TN Foundational Skills IPG"): A classroom observation tool that provides a Coaching framework focused on Foundational Skills instruction for grades Pre-K-2.
  - w. Walk-Through: Walk-Through refers to a daylong event where a group of educational leaders visits pre-determined classrooms within a district utilizing the TN IPG tool to observe and score classrooms as a vehicle for providing Feedback on Implementation success and challenges.
- A.3. For every Early Literacy Network that seeks to utilize this Contract, the Contractor shall provide the following as requested by the Early Literacy Network Participant:
- a. Collaborative development of comprehensive Pre-K-2 ELA Implementation plan including Foundational Reading Skills and knowledge building, which may include the TNFSCS.
  - b. Focused leader Walk Through training using the TN ELA IPG and the TN Early Literacy IPG (School Leader and district leader).

- c. Focused leader Walk Through training or Coaching on providing teacher support with TN ELA IPG and the TN Early Literacy IPG.
- d. Unit Preparation/Lesson Preparation for knowledge building lessons and foundational skills lessons.
- e. Use of student work analysis protocols to determine if tasks are on grade level and determine mastery level of students to support and provide next steps needed in Tier I instruction.
- f. Training for Pre-K-2 educators in sounds-first strategies for teaching Foundational Reading Skills.
- g. Embedded lesson support for Foundational Reading Skills.
- h. Training and support for curriculum-embedded Assessments that determine additional supports necessary for students during Tier I instruction.
- i. Training and support for Intervention programming design.
- j. Training and support for Intervention data use and planning including screener and diagnostic use
- k. Training and support for Intervention programming including resources and progress monitoring for students demonstrating significant reading deficiencies or other subgroups of students including but not limited to Dyslexic Students, Students with Disabilities, English Learners, and/or Disadvantaged Students.
- l. Additional district and schoolwide literacy planning for Pre-K-2 as a result of baseline data.
- m. As determined by the Early Literacy Network Participant, the services may be provided in a variety of ways such as on-the-ground training and support, webinars, Synchronous or Asynchronous trainings, etc.

A.4. The Contractor shall comply with all District required monitoring and evaluation activities. This includes but is not limited to monitoring completion of services and district satisfaction through bi-annual (two (2) times per year) reviews, as required by the District's federal grant award.

A.5. The Contractor shall invoice districts in the Early Literacy Network for services provided, in the respective amounts owed, in accordance with the Contractor's cost proposal to RFQ # 33101-2120633105NC2 in Attachment C, incorporated into the Contract as though set forth verbatim.

- a. The Contractor agrees that the prices listed in the Attachment C do not exceed prices the Contractor currently offers elsewhere. If, during the term of this Contract, the Contractor offers to sell or sells any of the services provided under this Contract at a lower rate elsewhere, the Contractor agrees to automatically decrease pricing to purchasing districts in order to match the lowest price offered.
- b. The terms and conditions of this Contract apply to purchases by Tennessee school districts.
- c. The Contractor shall address all invoicing processes and disputes directly with the purchasing district.

**B. TERM OF CONTRACT:**

This Contract shall be effective on July 1, 2022 ("Effective Date") and extend until June 30, 2023 ("Term"). The District shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

**C. PAYMENT TERMS AND CONDITIONS:**

This contract is for a total of \$40,000. Elizabethton City Schools will pay SchoolKit on the following schedule:

- October 31, 2022 - \$20,000
- April 30, 2023- \$20,000

**D. MANDATORY TERMS AND CONDITIONS:**

D.1. Required Approvals. The District is not bound by this Contract until it is duly approved by the Parties and all appropriate District officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as District below or any other address provided in writing by a Party.

The District:

Myra Newman, Assistant Director of Schools for Curriculum  
Elizabethton City Schools  
804 Watuaga Ave. Elizabethton, TN 37643  
Email: Myra.Newman@ecschoools.net  
Telephone # (423) 547-8000

The Contractor:

Ethan Mitnick, President  
SchoolKit  
1330 Otis PI NW Suite 2, Washington, DC 20010  
Email: ethan@schoolkitgroup.com  
Telephone # 610-858-1546

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

D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable District officials.

D.4. Termination for Convenience. The District may terminate this Contract for convenience without cause and for any reason. The District shall give the Contractor at least thirty (30) days written notice before the effective termination date. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.5. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the District shall have the right to immediately terminate the Contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the District for damages sustained by virtue of any Breach Condition and the District may seek other remedies allowed at law or in equity for breach of this Contract.

- D.6. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the District. Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The District reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part of the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.7. Conflicts of Interest. The Contractor warrants that no amount shall be paid directly or indirectly to an employee or official of the District as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the District or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the District.

- D.8. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or District law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Prohibition of Illegal Immigrants. The requirements of Tennessee Code Ann. §12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the State of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the District a completed and signed copy of the document at Attachment A, hereto, semi-annually during the Term. If the Contractor is a party to more than one contract with the District, the Contractor may submit one attestation that applies to all contracts with the District. All Contractor attestations shall be maintained by the Contractor and made available to District officials upon request.
  - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to District officials upon request.
  - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the District.

- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tennessee Code Ann. § 12-3-309 for acts or omissions occurring after its effective date. This law requires the Chief Procurement Officer to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the District to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
  - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United Districts citizen, a Lawful Permanent Resident, or a person whose physical presence in the United Districts is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.10. Records. The Contractor shall maintain documentation of services rendered under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed under this Contract, shall be maintained for a period of five (5) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the District, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the District, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the District as requested.
- D.13. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.14. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the Parties that such Parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the District, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.15. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the District and hold it harmless from any costs to the

District arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

- D.16. District Liability. The District shall have no liability except as specifically provided in this Contract. In no event will the District be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise.
- D.17. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.18. District and Federal Compliance. The Contractor shall comply with all applicable District and Federal laws and regulations in the performance of this Contract.
- D.19. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the District, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the District or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the District or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tennessee Code Ann. §§ 9-8-101-408.
- D.20. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.21. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.22. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.23. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance of this Contract, these items shall govern in the order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
  - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachments A, B, and C;
  - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
  - d. the District solicitation, as may be amended, requesting responses in competition for this Contract;
  - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
  - f. the Contractor's response seeking this Contract.

D.24. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The District reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the District. All insurance companies providing coverage must be: (a) acceptable to the District; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the District. Contractor agrees to name the District as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the District. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the District. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the District is otherwise named as an additional insured.

Contractor shall provide the District a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the District – CPO Risk Manager, 312 Rosa L. Parks Ave., 3<sup>rd</sup> floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the District evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the District may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The District reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time.

The District agrees that it shall give written notice to the Contractor as soon as practicable after the District becomes aware of any claim asserted or made against the District, but in no event

later than thirty (30) calendar days after the District becomes aware of such claim. The failure of the District to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the District in any legal matter, as the right to represent the District is governed by Tenn. Code Ann. § 8-6-106.

**The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the District. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.**

a. Commercial General Liability (“CGL”) Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers’ Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers’ compensation and employer liability insurance, the Contractor shall maintain:
  - i. Workers’ compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
  - i. The Contractor employs fewer than five (5) employees;
  - ii. The Contractor is a sole proprietor;
  - iii. The Contractor is in the construction business or trades with no employees;

- iv. The Contractor is in the coal mining industry with no employees;
- v. The Contractor is a District or local government; or
- vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

d. Professional Liability Insurance

- 1) Professional liability insurance shall be written on an occurrence basis or on a claims-made basis. If this coverage is written on a claims-made basis, then:
  - i. The retroactive date must be shown, and must be on or before the earlier of the Effective Date of the Contract or the beginning of Contract work or provision of goods and services;
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) full years from the date of the final Contract payment; and
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or prior to the Contract Effective Date, the Contractor must purchase "extended reporting" or "tail coverage" for a minimum of five (5) full years from the date of the final Contract payment.
- 2) Any professional liability insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate; and
- 3) If the Contract involves the provision of services by medical professionals, a policy limit not less than three million (\$3,000,000) per claim and three million dollars (\$3,000,000) in the aggregate for medical malpractice insurance.

D.25. Hold Harmless. The Contractor agrees to indemnify and hold harmless the District as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the District to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the District to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the District in any legal matter, as the right to represent the District is governed by Tenn. Code Ann. § 8-6-106.

- D.26. HIPAA Compliance. The District, but only to the extent required by law, and Contractor shall comply with obligations under Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this section shall survive the termination of the Contract.
- a. Contractor warrants to the District that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
  - b. Contractor warrants that it will cooperate with the District, including cooperation and coordination with District privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The District and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the District and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another such document.
  - d. The Contractor will indemnify the District and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the District because of the violation.
- D.27. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. § 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.28. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or District department or agency;
  - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, District, or local) transaction or grant under a public transaction; violation of federal or District antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false Districtments, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, District, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, District, or local) terminated for cause or default.

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

- D. 29 Background Checks. Contractor shall comply with all provisions of Tennessee Code Annotated § 49-5-413(d) for each employee who may have direct contact with school children or who will come on or about school property when children are present. Contractor shall ensure that subcontractors, consultants, agents, subsidiaries, and/or affiliates, if any, comply with the statutory requirements described in this paragraph.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable District and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the District or acquired by the Contractor on behalf of the District shall be regarded as confidential information in accordance with the provisions of applicable District and federal law, District and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable District and federal law, District and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the District to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the District's information; or, disclosed by the District to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or District law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the District or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.3. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that the Contractor's goods or services are endorsed by the District. The restrictions on Contractor advertising or marketing materials under this section shall survive the termination of this Contract.
- E.4. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering

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

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

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

E.5. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the District under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the District. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the District submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.

E.6. Equal Opportunity. The Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - (1) Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising;
  - (2) Layoff or termination;
  - (3) Rates of pay or other forms of compensation; and
  - (4) Selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, District that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. If the District approves any subcontract, the subcontract shall include paragraphs (a) and (b) above.

In addition, to the extent applicable the Contractor agrees to comply with 41 C.F. R. § 60-1.4, as that section is amended from time to time during the term.

E.7. Disclosure of Personal Identity Information. The Contractor shall report to the District any instances of unauthorized disclosure of confidential information that come to the attention of the Contractor. Any such report shall be made by the Contractor within twenty-four (24) hours after the instance has come to the attention of the Contractor. The Contractor, at the sole discretion of the District, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Contractor shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.

E.8. Transfer of Contractor's Obligations.

- a. The Contractor shall immediately notify the District in writing of a proposed merger, acquisition or sale of its business operation, or the part of its business operation that provides services under this Contract, or that this Contract will be sold to or assumed by another entity. The entity that is proposed to assume the Contractor's duties under this Contract, whether through merger, acquisition, sale or other transaction, will be hereinafter described as the "New Entity".
- b. The Contractor (or, if the Contractor no longer exists as a legal entity, the New Entity) will provide to the District within a reasonable time, information that the District may require about the merger, acquisition or sale, which may include:
  - i. the date and terms of the merger, acquisition or sale, including specifically, but not limited to, adequate documentation of the financial solvency and adequate capitalization of the proposed New Entity
  - ii. evidence of financial solvency and adequate capitalization of the proposed New Entity which may consist of,
    - (1) Debt;
    - (2) Assets;
    - (3) Liabilities;
    - (4) Cash flow
    - (5) Percentage of the total revenues of the company that are represented by this Contract;
    - (6) The most recent annual financial reports;
    - (7) The most recent annual financial reports filed with government agencies, if applicable.
  - iii. a complete description of the relationship of any New Entity to any parent company or subsidiary or division resulting from the merger, acquisition or sale of the original Contractor's business or the part of the original Contractor's business that provides services under this Contract or from assumption by, or sale to, another entity of the contract itself, including:
    - (1) the names and positions of corporate or company officers, project managers, other Contractor management staff with responsibilities under the Contract, and numbers and the type of technical or other personnel who will be responsible for fulfilling the obligations of the Contract, and any subcontracts that will be used to provide any personal or other services under the Contract by the New Entity and,

- (2) an organizational chart clearly describing the organizational structure of the New Entity, parent company, subsidiary, division or other unit of the entity or parent company with which it has merged or by which it, or the Contract, has been acquired.
- iv. such additional evidence of financial solvency, adequate capitalization and information regarding corporate organizational and personnel assigned to the Contract as the District determines is necessary to evaluate the status of the proposed or consummated merger, acquisition or sale.
- c. The original Contractor shall immediately notify the District in writing in the event of a change in its legal name and/or Federal Employer Identification Number (FEIN). The Contractor shall comply with District requests for copies of any documents that have been filed with District corporate records officials or other officials in the District of its incorporation that verify the name change and a narrative description of the reasons for the name change. If a New Entity has succeeded to the interest of the original Contractor, it shall immediately provide the District written notification of its Federal Employer Identification Number (FEIN), its complete corporate name, District of incorporation, and other documentation required to effectuate the transfer.
- d. Notwithstanding any other provisions of this Contract to the contrary, the District may immediately terminate this Contract in whole or in stages in the event that it determines that the New Entity
  - i. has been debarred from District or Federal contracting in the past five years
  - ii. has had a contract terminated for cause by the District within the past five years.

The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the District be liable to the Contractor or New Entity for compensation for any service which has not been rendered. Upon such termination, the Contractor or New Entity shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- e. The New Entity shall provide to the District within ten (10) business days of the District's request, a notarized Districtment signed by an individual authorized to bind the New Entity certifying that all liabilities and obligations incurred by the former Contractor are assumed by the New Entity.
- f. If the New Entity owes money to the District, it acknowledges that Tennessee Code Ann. § 9-4-604 requires repayment of these funds and will enter into a legally binding agreement for repayment.

**IN WITNESS WHEREOF,**

**SCHOOLKIT:**

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**SCHOOLKIT SIGNATURE**

**DATE**

---

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

**ELIZABETHTON CITY SCHOOLS:**

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**MYRA NEWMAN, ASSISTANT DIRECTOR OF SCHOOLS FOR  
CURRICULUM**

**DATE**

**ELIZABETHTON CITY SCHOOLS  
BOARD OF EDUCATION  
AGENDA SUMMARY**

**DEPARTMENT:** SCHOOL NUTRITION

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**SUBJECT:** Section 205 of the Healthy, Hunger-Free Kids Act of 2010 requires school food authorities participating in the National School Lunch Program to ensure sufficient funds are provided to the nonprofit school food service account for lunches served to students not eligible for free or reduced-price meals. Lunch prices for paid students at Elizabethton High School and T. A. Dugger Junior High School must be increased to be in compliance with this rule. Adult staff prices must also be increased to be in compliance with TDOE guidelines.

**RECOMMENDATION:** It is recommended that the prices be increased by the Elizabethton Board of Education. Please see current and recommended pricing below.

	<u>CURRENT LUNCH PRICES</u>	<u>RECOMMENDED LUNCH PRICES</u>
ELIZABETHTON HIGH FULL PRICE	\$ 2.75	\$ 3.00
T. A. DUGGER JUNIOR HIGH FULL PRICE	\$ 2.60	\$ 2.75
ADULT STAFF LUNCH	\$ 3.75	\$ 4.00

(EAST SIDE, HAROLD McCORMICK AND EARLY LEARNING CENTER WILL PARTICIPATE IN THE COMMUNITY ELIGIBILITY PROGRAM WITH NO CHARGE FOR STUDENT MEALS.)

**NECESSARY BOARD ACTION:** Motion to approve the recommended price increases for the 2022-2023 school year.

**APPROVED BY THE ELIZABETHTON BOARD OF EDUCATION:**

\_\_\_\_\_  
Eddie Pless, Chairperson

\_\_\_\_\_  
Richard VanHuss, Director of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF HUMAN SERVICES  
AND  
ELIZABETHTON CITY SCHOOL DISTRICT**

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

Grantee Edison Vendor ID # 2068

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

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. Definitions:

- a. "Community Tennessee Rehabilitation Center" ("CTRC") means a network of Vocational Rehabilitation Services Program facilities that provide rehabilitation services for individuals and employers in their surrounding areas.
- b. "Counseling on Post-Secondary Education" means providing information on course offerings, career options, types of academic and occupational training needed to succeed in the workplace, and postsecondary opportunities associated with career fields or pathways.
- c. "Fair Labor Standards Act" is a United States labor law which establishes minimum wage, overtime pay eligibility, recordkeeping, and child labor standards affecting full-time and part-time workers in the private sector and in federal, state, and local governments.
- d. "Instruction in Self-advocacy" means instruction to further an individual's ability to effectively communicate, convey, negotiate, or assert his/her own interests and/or desires.
- e. "Instructional Unit" means a unit of measure consisting of fifteen (15) consecutive minutes of instruction in pre-employment transition services to a Student with a Disability.
- f. "Job Exploration Counseling" means counseling intended to foster motivation, consideration of employment opportunities and informed career path decision-making.
- g. "Pre-employment Transition Services" ("Pre-ETS") means pre-employment transition services as defined in 34 CFR § 361.5(c)(42) and 34 CFR § 361.48.
- h. "Pre-ETS Specialist" means a professional, employed by the Tennessee Vocational Rehabilitation Services program, who collects eligibility documentation, manages Pre-ETS case files, and provides technical assistance.
- i. "Pre-ETS Contractor" means a/an individual, for-profit corporation, non-profit corporation, special purpose corporation or association, partnership, joint venture, or limited liability company contracted with the State to provide Pre-Employment Transition Services in Tennessee.
- j. "Student with a Disability" means an individual with a disability in a secondary, postsecondary, or other recognized education program who meets the requirements of 34 CFR § 361.5(c)(51).

- k. “Work-based Learning Services” (“WBL”) means an educational approach or instructional methodology that uses the workplace or real work to provide students with the knowledge and skills that will help them connect school experiences to real-life work activities and future career opportunities. Work-based Learning Services consists of work-based learning activities and may include work-based learning capstone experiences.
- a. Work-based Learning Activities include but are not limited to:
- (1) Job Shadowing: on-the-job learning, career development, and leadership development intervention. Job shadowing involves working with another employee who might have a different job in hand, might have something to teach, or can help the person shadowing him or her to learn new aspects related to the job, organization, certain behaviors, or competencies.
  - (2) Workplace Tours: A group excursion for the purpose of first-hand observation to specific work sites. Students learn about the business, meet employees, ask questions, and observe work in progress.
  - (3) Informational Interviews: An informational interview is an informal conversation with someone working in a career area/job that interests you, who will give you information and advice. It is an effective research tool in addition to reading books, exploring the internet, and examining job descriptions. It is not a job interview, and the objective is not to find job openings.

Work-based learning activities must be in an integrated setting in the community or school site chosen as a result of an expressed interest, or interest inventory assessment of other identifiable measures.

- b. A work-based learning capstone is a unique work experience in an integrated setting that is offered by an organization to a Student with a Disability, where the work experience may be paid or unpaid. The Grantee affirms that any paid capstone experience shall comply with the Fair Labor Standards Act and any other applicable state and federal labor law(s). The Grantee will document that the following six criteria are met:
- (1) The capstone experience, even though it may include actual operation of the facilities of the employer, is similar to training which would be given in an educational environment;
  - (2) The capstone experience is for the benefit of the Student with a Disability;
  - (3) The Student with a Disability does not displace regular employees, but works under close supervision of existing staff;
  - (4) The employer that provides the training derives no immediate advantage from the activities of the Student with a Disability; and on occasion its operations may actually be impeded;
  - (5) The Student with a Disability is not necessarily entitled to a job at the conclusion of the capstone experience;
  - (6) The employer and the Student with a Disability understand that the Student with a Disability is not entitled to wages for the time spent in the capstone experience.

The job site where the work-based learning capstone experience takes place must be in an integrated setting in the community chosen as a result of a documented expressed interest, or interest inventory assessment of other identifiable measures. Job site documentation must include the signature, name, address, and contact information of authorizing personnel associated with the job site and date capstone was completed.

Prior to beginning work-based learning capstone experiences, the Grantee must document the WBL agreement through the State provided template for each work-based learning capstone experience. These WBL agreements must be kept on file and may be

requested at any time by the State for review. Grantee will continue to report on each Work-Based Learning Capstone experience in the Individualized Student Report until the Capstone experience has been completed.

- I. "Workplace Readiness Training" means training in the development of social skills and independent living skills, such as communication and interpersonal skills, financial literacy, orientation and mobility skills, job-seeking skills, and employer expectations.
  - m. "Workforce Innovation and Opportunity Act" ("WIOA") means the federal law codified at 29 U.S.C. § 3101 et seq. designed to strengthen and improve the nation's public workforce development system by helping Americans with barriers to employment, including individuals with disabilities, achieve high quality careers and helping employers hire and retain skilled workers.
  - n. "Vocational Rehabilitation Services Program" ("VR") means a program that provides directly or facilitates the provision of one or more vocational rehabilitation services to individuals with disabilities to enable those individuals to maximize their opportunities for employment, including career advancement.
- A.3. The Grantee shall offer the following five (5) Pre-employment Transition Service activities for Students with Disabilities in accordance with the Public Law 113-128, Workforce Innovation and Opportunity Act of 2014 (WIOA), Section 422, and Code of Federal Regulations, Title 34, Part 361, as amended:
- (1) Job Exploration Counseling;
  - (2) Work-based Learning Services;
  - (3) Workplace Readiness Training to develop social and independent living skills;
  - (4) Instruction in Self-advocacy; and
  - (5) Transition or Post-secondary Education Counseling on Opportunities for Enrollment in Comprehensive Programs at Institutions of Higher Education.

The Grantee agrees to collaborate with the State and CTCRC network to provide Pre-ETS to students with disabilities. The State shall assign a Pre-ETS Specialist to coordinate efforts between the Grantee and the State. Prior to expanding services through a Pre-ETS Contractor, the Grantee shall submit a written request to the State. Such request shall detail the name of the Pre-ETS Contractor, approximate number of eligible students to receive services from the Pre-ETS Contractor, timeline for entry into the school(s) and the names of the schools in which the Pre-ETS Contractor will provide services. The State shall review the request within thirty (30) business days and accept or reject the request. The Grantee shall not expand services without written approval from the State.

The Grantee agrees to coordinate any expansion effort with the State and will comply with all requests and directives by the State. In the event the Grantee needs assistance, the State will assist in coordinating efforts to find a Pre-ETS Contractor that meets the Grantee's needs and requirements. A student may receive instruction in similar Pre-ETS activities from multiple sources for during a reporting period provided that there is no duplication. The State shall not be responsible for Pre-ETS Contractor admittance into school(s).

- A.4. Grantee shall employ sufficient staff to provide Pre-ETS, as outlined in Section A.3. above, and develop corresponding job specifications for each position funded by this Grant Contract. The State shall provide sample job descriptions to the Grantee upon request.
- A.5. The Grantee agrees to provide accessible office facilities for staff, applicants and eligible students and will make reasonable efforts to accommodate individuals with disabilities, in compliance with state and federal law, including, but not limited to, the Americans with Disabilities Act.
- A.6. The Grantee's performance of this Grant Contract shall not supplant or replace any transition activities that the Grantee already performs and shall not replace the performance of any school

personnel's regular duties. The Grantee agrees to provide all technical and administrative services as needed for Grant Contract completion. The Grantee agrees to monitor and review all work performed; and coordinate budgeting and scheduling to assure that the Grant Contract is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.

The Grantee shall:

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

The Grantee shall submit individualized student reports no later than the fifteenth (15) day of each month after services have been provided and monthly progress reports no later than the thirty (30) calendar days after services have been provided. Final outcomes (employment, enrollment in post-secondary education, advancement to the next grade, etc.) achieved by students with a disability, receiving Pre-ETS from the Grantee, shall be reported to State no later than the June 30 of each year of the Grant Contract's Term. The Grantee shall provide any other reports related to the Grant Contract that may be requested by the State.

- e. Refer any regular education or special education Student with a Disability who needs more intensive or individualized services to the State, Vocational Rehabilitation (VR) program. These referrals shall include those students with Individualized Education Programs (IEP), 504 plans, and serious health conditions, in accordance with the appropriate parental/guardian or age-appropriate student's consent. The Grantee shall provide Students with a Disability information about VR throughout the provision of Pre-ETS and may collaborate with the Pre-ETS Specialist to host VR informational sessions. Students who need VR services may be referred to the Vocational Rehabilitation program at the beginning of the individual's junior year in high school.
- f. Provide VR staff with access to school records and assessment reports, in accordance with the Family, Educational Rights and Privacy Act (FERPA), the Health Insurance

Portability and Accountability Act (HIPAA), and with parental/guardian consent or consent of the student at the age of majority.

- A.7. The Grantee shall actively engage in assuring that all eligible and interested students have the access, resources and information needed to participate in Pre-ETS activities, including but not limited to the following:
- a. When appropriate, serve as a Pre-ETS subject matter expert at individualized education program meetings for students with disabilities;
  - b. Serve as a resource to local workforce development boards, one-stop centers, and employers to actively participate in the development of work opportunities for individual students with disabilities. Those opportunities may include internships, apprenticeships, summer employment and other employment opportunities available throughout the school year; or
  - c. When appropriate, serve as a Pre-ETS subject matter expert at person-centered planning meetings for individuals receiving services under title XIX of the Social Security Act (42 U.S.C. § 1396 et seq.).
- A.8. The Grantee shall perform this Grant Contract consistent with VR's current approved DRS State Plan as required by Rehabilitation Act of 1973; 34 CFR § 361.28(a)(4), as amended. The State will monitor the performance of the Grantee throughout the duration of the Grant Contract. The Grantee shall provide services under the Grant Contract at an acceptable level of quality as determined by State and in a manner consistent with contemporary standards, customs, and practices. In the event of a performance deficiency, the State may direct the Grantee in writing to provide a corrective action plan. If directed by the State, the Grantee shall prepare and submit to the State a written Corrective Action Plan no later than thirty (30) calendar days after the date of the State's notice of deficiency. Upon the State's approval of the corrective action plan, the Grantee shall carry out the measures described in the corrective action plan no later than thirty (30) calendar days after the State's approval of the corrective action plan.
- A.9. Neither the State nor the Grantee shall enter into an arrangement with an entity holding a special wage certificate under Section 14(c) of the Fair Labor Standards Act for the purpose of operating a program under which a student with a disability is engaged in work at a subminimum wage. Both parties shall adhere to the documentation requirements under Section 511 of the Workforce Innovations Opportunity Act (WIOA) for students with disabilities seeking subminimum wage employment.
- A.10. Staff Roster. The Grantee shall send a roster of its staff to the Pre-ETS Specialist within the first thirty (30) calendar days of this Contract's Term. An updated roster with complete list of current staff providing services must be submitted to the Pre-ETS Specialist assigned to the Grantee and a copy sent [VR.Contracts.DHS@tn.gov](mailto:VR.Contracts.DHS@tn.gov) any time there is a change in staff who provide Pre-ETS services.
- A.11. At no additional cost to the State, throughout the Term the Grantee shall comply with 2019 Tennessee Laws Pub. Ch. 71, any rules the State may promulgate pursuant to the same, and any written directive the State issues to the Grantee pertaining to background checks.
- A.12. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment C, is incorporated in this Grant Contract.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on October 1, 2022 ("Effective Date") and extend for a period of twenty-four (24) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Seventy Six Thousand Eighty Five Dollars and Fifty Nine Cents (\$76,085.59) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A and Attachment A-1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Human Services  
James K. Polk Building, 15<sup>th</sup> Floor  
505 Deaderick Street  
Nashville TN, 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Department of Human Services, Division of Rehabilitation
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
  - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
  - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be

construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to

terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Gina Burnett, Program Coordinator  
Division of Rehabilitation Services  
505 Deaderick Street, 15<sup>th</sup> Floor  
Nashville, TN 37243  
[gina.burnett@tn.gov](mailto:gina.burnett@tn.gov)  
(615) 350-4357

The Grantee:

Josh Boatman, Asst. Director of Schools  
Elizabethton City School District  
804 South Watauga Avenue  
Elizabethton, TN 37643  
josh.boatman@ecschoools.net  
Telephone # 423-547-8000, ext. 8203

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law. The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

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

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

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

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

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

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual

services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the

laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or

made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Grantee shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Grantee warrants that the Grantee is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Grant Contract. The Grantee agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Grant Contract. The Grantee agrees to maintain the confidentiality of all education records and student information. The Grantee shall only use such records and information for the exclusive purpose of performing its duties under this Grant Contract. The obligations set forth in this Section shall survive the termination of this Grant Contract.

The Grantee shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the "Data Accessibility, Transparency and Accountability Act," and any accompanying administrative rules or regulations (collectively "DATAA"). The Grantee agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Grantee access, and to only use such data for the exclusive purpose of performing its duties under this Grant Contract.

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

- E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.4. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."
- E.5. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its

employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

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

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

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

The Grantee shall comply with the following:

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

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

Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - v. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its SAM number for the term of this Grant Contract. More information about obtaining a SAM Number can be found at: <http://fedgov.dnb.com/webform/>.

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

E.7. Transfer of Grantee's Obligations.

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

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

**IN WITNESS WHEREOF,**

**ELIZABETHTON CITY SCHOOL DISTRICT:**

---

**RICHARD VANHUSS, DIRECTOR OF SCHOOLS**

**DATE**

**DEPARTMENT OF HUMAN SERVICES:**

---

**CLARENCE H. CARTER, COMMISSIONER**

**DATE**



**ATTACHMENT A**

**GRANT BUDGET LINE-ITEM DETAIL:**

<b>SALARIES</b>	<b>AMOUNT</b>
Transition Coach Salary	\$25,455.00
<b>TOTAL</b>	<b>\$25,455.00</b>

<b>BENEFITS &amp; TAXES</b>	<b>AMOUNT</b>
Transition Coach - Social Security, Retirement, Insurance, and Employer Medicare	\$11,659.92
<b>TOTAL</b>	<b>\$11,659.92</b>

<b>GRANT BUDGET</b>				
Elizabethton City Schools				
<b>The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following</b>				
<b>Applicable</b>				
<b>Period:</b> <b>BEGIN: October 1, 2023</b> <b>END: September 30, 2024</b>				
<b>POLICY 03 Object Line-item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup></b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1. 2	Salaries, Benefits & Taxes	\$38,970.67	\$10,547.33	\$49,518.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$0.00	\$0.00	\$0.00
11. 12	Travel, Conferences & Meetings	\$0.00	\$0.00	\$0.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$38,970.67</b>	<b>\$10,547.33</b>	<b>\$49,518.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

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

**ATTACHMENT A-1**

**GRANT BUDGET LINE-ITEM DETAIL:**

<b>SALARIES</b>	<b>AMOUNT</b>
Transition Coach - Salary	\$26,625.00
<b>TOTAL</b>	<b>\$26,625.00</b>

<b>BENEFITS &amp; TAXES</b>	<b>AMOUNT</b>
Transition Coach - Social Security, Retirement, Insurance, and Employer Medicare	\$12,345.67
<b>TOTAL</b>	<b>\$12,345.67</b>

**ATTACHMENT B**

**Parent Child Information**

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

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

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

Grantee's Edison Vendor ID number: 2068

Is Elizabethton City School District a parent?      Yes               No

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

Is Elizabethton City School District a child?      Yes               No

If yes, complete the fields below.

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

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

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

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

Parent entity's contact information

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

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

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

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

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

**ATTACHMENT C**

**Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Elizabethton City School District
Subrecipient's Unique Entity Identifier (SAM)	MP87VN3EF127
Federal Award Identification Number (FAIN)	H126A220063
Federal award date	10-1-22 to 9-30-24
Subaward Period of Performance Start and End Date	10-1-22 to 9-30-24
Subaward Budget Period Start and End Date	10-1-22 to 9-30-24
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	84.126 Rehabilitation Services Vocational Rehabilitation Grants to States
Grant contract's begin date	10/01/2022
Grant contract's end date	9/30/2024
Amount of federal funds obligated by this grant contract	\$76,085.59
Total amount of federal funds obligated to the subrecipient	\$76,085.59
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$31,940,006
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	State Vocational Rehabilitation Services
Name of federal awarding agency	US Department of Education
Name and contact information for the federal awarding official	Education Program Contact: Suzanne Mitchell (202) 245-7454 <a href="mailto:Suzanne.mitchell@ed.gov">Suzanne.mitchell@ed.gov</a>
Name of pass-through entity	Tennessee Department of Human Services
Name and contact information for the pass-through entity awarding official	Blake Shearer <a href="mailto:Blake.A.Shearer@tn.gov">Blake.A.Shearer@tn.gov</a>
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	Public Assistance Cost Allocation Plan

**ELIZABETHTON CITY SCHOOLS  
BOARD OF EDUCATION MEETINGS  
2022-2023**

<b>DATE OF BOARD MEETING</b>	<b>DAY</b>	<b>TIME</b>	<b>AGENDA ITEMS ARE DUE TO FELECIA</b>	<b>DIRECTOR &amp; BOARD CHAIR REVIEW BOARD PACKET</b>	<b>BOARD PACKET PROCESSED AND POSTED</b>
July 21, 2022	Thursday	5:30 p.m.	July 14, 2022	July 14, 2022	July 14, 2022
August 18, 2022	Thursday	5:30 p.m.	August 11, 2022	August 11, 2022	August 11, 2022
September 15, 2022	Thursday	5:30 p.m.	September 8, 2022	September 8, 2022	September 8, 2022
October 13, 2022	Thursday	5:30 p.m.	October 6, 2022	October 6, 2022	October 6, 2022
November 17, 2022	Thursday	5:30 p.m.	November 10, 2022	November 10, 2022	November 10, 2022
December 15, 2022	Thursday	5:30 p.m.	December 8, 2022	December 8, 2022	December 8, 2022
January 19, 2023	Thursday	5:30 p.m.	January 12, 2023	January 12, 2023	January 12, 2023
February 16, 2023	Thursday	5:30 p.m.	February 9, 2023	February 9, 2023	February 9, 2023
March 16, 2023	Thursday	5:30 p.m.	March 9, 2023	March 9, 2023	March 9, 2023
April 20, 2023	Thursday	5:30 p.m.	April 13, 2023	April 13, 2023	April 13, 2023
May 18, 2023	Thursday	5:30 p.m.	May 11, 2023	May 11, 2023	May 11, 2023
June 15, 2023	Thursday	5:30 p.m.	June 8, 2023	June 8, 2023	June 8, 2023