

# **ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION**

## **REGULAR SCHEDULED MEETING**

*Thursday, October 13, 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, October 13, 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. No citizens have asked to appear before the Board.
- 6. SPECIAL RECOGNITION**
  - A. Recognition of the T. A. Dugger Track, Football, Girls' Soccer, and Volleyball Teams.
  - B. Recognition of the Cyclone Network Crew.
- 7. CONSENT AGENDA**
  - A. Minutes of Regular Meeting: September 13, 2022.
  - B. Approve General Purpose Fund Financial Statement, September 30, 2022.
  - C. Approve Federal Projects Fund Financial Statement, September 30, 2022.
  - D. Approve School Nutrition Fund Financial Statements: August 31, 2022, and September 30, 2022.
  - E. Approve the 2023 ESSER 3.0 Funding Application for the 2022-2023 school year.
  - F. Approve the Resilient School Communities Grant for FY 2023.
  - G. Approve Educator Preparation Provider/Local Education Agency State-Recognized Partnership Agreement between Elizabethton City Schools and Western Governors University for the 2022-2023 school year.
  - H. Approve Educator Preparation Provider/Local Education Agency State-Recognized Partnership Agreement between Elizabethton City Schools and East Tennessee State University for the 2022-2023 school year.
  - I. Approve Safe Schools Funding Application for the 2022-2023 school year.
  - J. Approve ARP Homeless 2.0 Application for FY 2023.

K. Approve Sheri Nelson, Assistant Principal at EHS, to conduct research on student's social-emotional learning and the relationship to their attendance at Elizabethton High School in pursuit of her doctorate degree.

L. Approve an Equipment Disposal Request from John Wright, Principal at West Side for the disposal of books, (fiction, non-fiction, reference) that are aged, irrelevant, worn and damaged.

M. Approve an Equipment Disposal Request from Chris Berry, Principal at T. A. Dugger for the disposal of an old pull down projector screen.

N. Approve an Equipment Disposal Request from Jon Minton, Principal at EHS, for the disposal of two rolling chairs, one black teacher chair, teacher desk with hutch, and two teacher desks that are no longer usable.

O. Approve Equipment Disposal Request from Joey Trent, Technology Director, for the disposal of a Dell Poweredge 2900 server and two Mitel 3300 MXC servers.

P. Approve the T. A. Dugger Advanced Band to travel to Charlotte, North Carolina on Saturday, April 22, 2023, to perform at the Music in the Parks Festival at Carowinds Amusement Park.

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

### **A. Personnel Report**

a. NEW: Sarah Stewart, Educational Assistant at EHS, effective September 20, 2022; Gail Ridlehuber, Project on Track Math Teacher at TAD, effective September 6, 2022; Jessica Ward, Project on Tract Math Teacher at HME, effective September 12, 2022; Jayden Lowe, ESP Student Leader, Systemwide, effective September 23, 2022; Sasha Rose, Cafeteria Personnel at EHS, effective October 3, 2022; Chelsey Campbell, Educational Assistant at ESE, effective September 26, 2022; Destinee Jarnagin, ESP Student Leader, Systemwide, effective September 9, 2022; Morgan Guinn, ESP Student Leader, Systemwide, effective September 28, 2022; Natasha Mauck, Cafeteria Personnel at EHS, effective September 26, 2022; Anita Carter, Interim Kindergarten Teacher at WSE, effective October 3, 2022; Walter "Lee" Wilson, Educational Assistant at HME, effective October 3, 2022.

REHIRE: Kaylee Ingram, TNAC Instructional Assistant at ESE, effective October 3, 2022.

ADDITIONAL POSITION: Matt Myers, Assistant Wrestling Coach at EHS, effective September 7, 2022; Billy Etter, Assistant Baseball Coach at EHS, effective September 12, 2022;

TRANSFERS: Denise Kind, from Substitute Teacher to Int. TNAC Teacher at WS, effective September 14, 2022;

RESIGNED: Heather Dugan, TNAC Inst. Assistant at ESE, effective September 21, 2022; Lou Ann Mollish, Cafeteria Personnel at EHS, effective September 9, 2022; Matt Myers, Track Coach at EHS, effective September 12, 2022; Hannah Reece,

Educational Assistant at HME, effective September 23, 2022; Tracy Holliday, Bus Driver/Custodian, Systemwide, effective September 23, 2022; Ashley Lyons, ESP Student Leader, Systemwide, effective October 10, 2022; Taylor Thompson, ESP Student Leader, Systemwide, effective September 26, 2022; Tammy Gilbert, ESP Student Leader, Systemwide, effective October 14, 2022; Tammy Knoll, Custodian at HME, effective October 3, 2022, Karen Martin, Educational Assistant at EHS, effective October 4, 2022.

LEAVE OF ABSENCE: Tammy Knoll, Custodian at HME, from September 12, 2022 through September 30, 2022; Jennifer Landstreet, Instructional Coach at HME, from September 15, 2022, through January 17, 2023; Lester "Bo" Perkins, Maintenance Systemwide, September 21, 2022, through September 22, 2022; Emily Dugger, from December 12, 2022, through February 10, 2023; Bethany Amanda Jenkins, from October 17, 2022, through January 6, 2023.

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

#### **9. REGULAR AGENDA**

- A. Approve Thomas Weems Architects to complete design work for a secure entrance at T. A Dugger Junior High School.
- B. Approve Board Members Danny O'Quinn and Jamie Schaff to serve on the Elizabethton City Schools Certified Staff Sick Leave Bank Committee.
- C. Approve the proposed new coaching supplement scale for T. A. Dugger Track.
- D. Approve revised Board Policy 4.206, Homebound Instruction.
- E. Approve revised Board Policy 4.210, Credit Recovery.
- F. Approve revised Board Policy 5.303, Personal and Professional Leave.
- G. Approve the Student Performance Framework Pilot School Agreement with XQ Institute for the 2022-2023 school year.
- H. Approve the following Disciplinary Hearing Authority Committee Members for the 2022-2023 school year: Myra Newman, Josh Boatman, Joey Trent, Beth Wilson, and Travis Thompson.
- I. Approve creation of six (6) part-time, Assistant to the Teacher positions for the remainder of the 2022-2023 school year from IDEA Part B carryover funds.
- J. Approve creation of three (3) full-time, Assistant to the Teacher positions for the remainder of the 2022-2023 school year from ARP IDEA carryover funds.

#### **10. FOR YOUR INFORMATION**

#### **11. NEXT REGULARLY SCHEDULED BOARD MEETING**

- A. The next regularly scheduled Board Meeting will be held on Thursday, the 17th day of November 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  
Tuesday, September 13, 2022 5:30 PM  
Mack Pierce Board Room

The Elizabethton Board of Education met in a regular meeting on Tuesday, September 13, 2022, at 5:30 PM, at Mack Pierce Board Room.

Attendance Taken at 5:34 PM.

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

Attendance Update Taken at 6:06 PM.

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 Agendas. Motion carried.

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

aye: 3, nay: 0, absent: 2

TIME FOR CITIZENS TO SPEAK

No citizens have asked to appear before the Board.

## SPECIAL RECOGNITION

### CONSENT AGENDA

Minutes of Regular Meeting: August 18, 2022.

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

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

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

Approve The Access Program (TAP) for the 2022-2023 school year.

Approve the Elizabethton (101) Public District, FY 2023 TN All Corps application.

Approve the 2023 Early Literacy Network Grant Application, Year 2.

Approve the Coordinated School Health Budget for Fiscal Year 2023.

Approve the 2022-2023 Initial Licensure Clinical Practice and Partnership Guidelines MOU with Milligan University and Elizabethton City Schools.

Approve Educator Preparation Provider/Local Education Agency State-Recognized Partnership Agreement between Austin Peay State University and Elizabethton City Schools for the 2022-2023 school year.

Approve the Tusculum University Partnership Agreement for the 2022-2023 school year.

Approve the Best for All District Grant Application for FY 2023.

Approve the ESSER 3.0 Public Plan for Remaining Funds for the 2022-2023 school year.

Approve the 2023 ESSER 2.0 Funding Application for the 2022-2023 school year.

Approve the ESSER Planning Grant Application (Year 2) for the 2022-2023 school year.

Approve FY 2023 Fiscal Pre-Monitoring Supports Grant Application.

Approve the FY2023 Resilient School Community Grant Application.

Approve Letters of Engagement with Blackburn, Childers, and Steagall, PLC for services provided to Elizabethton City Schools Board of Education (Board) for the year ended June 30, 2023.

Approve Letters of Engagement with Blackburn, Childers and Steagall, PLC for services provided to Elizabethton City Schools for the year ended June 30, 2023.

Approve an Equipment Disposal Request from Eric Wampler, Principal at Harold McCormick Elementary for the disposal of out of date textbooks and VHS tapes.

Approve FFA students at EHS to travel to Indianapolis, Indiana for the National FFA Convention to be held October 26 through October 29, 2022. Please see attached documentation for details.

## REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS

### Personnel Report

NEW: Carmen Chimeno, ESP Student Leader, Systemwide, effective August 18, 2022; Holli Tipton, ESP Student Leader, Systemwide, effective August 18, 2022; Rebecca Dunkelberger, Project On-Track Teacher at TAD, effective August 17, 2022; Juanita Coley, Educational Assistant at WSE, effective August 16, 2022; Elizabeth Mindemann, Educational Assistant at HME, effective August 3, 2022; Jennica Norman, Teacher at TAD, effective August 10, 2022; Brandi Parsons, Instructional Assistant-Full-time Sub at ESE, effective August 23, 2022; Sara Perry, Cafeteria Personnel at TAD, effective August 31, 2022; Seanna Larkins, ESP Student Leader, Systemwide, effective August 24, 2022; Anderson Hallman, Community Involvement Lifeguard at EHS, effective August 29, 2022; Haley Overbay, ESP Student Leader, Systemwide, effective September 1, 2022.

ADDITIONAL POSITION: Elizabeth Austin, ESP Student Leader, Systemwide, effective August 26, 2022.

TRANSFERS: Heather Dugan, from EHS, to TNAC Instructional Assistant, effective August 18, 2022; Ivan Sanders from Substitute Teacher to Instructional Assistant-Full-time Substitute at EHS, effective August 15, 2022; Mindy Salyer, from TNAC Instructional Assistant, to Project on Track Math Teacher at ESE, effective August 11, 2022; Martha Campbell, from TNAC Interventionist, to Teacher at WSE, effective August 23, 2022, through December 16, 2022; Susan Frickel, from WSE to Educational Assistant at TAD, effective August 23, 2022; Craig Wilcox, Instructional Assistant at EHS, Part-time to Full-time, effective August 29, 2022; Roberta Naholowaa, TNAC ELA Teacher at TAD, effective August 30, 2022; Leanna Murdock, 6th grade ELA Teacher at TAD, effective August 30, 2022; Renee Hughes, Cafeteria Personnel at EHS, from part-time to full-time, effective September 6, 2022.

LEAVE OF ABSENCE: Jancey Bennett, August 8, 2022 through 1/2/2023 (TBD); Stephanie Shouse, August 24, 2022, through September 7, 2022; Bethany Hawkins from August 22, 2022, through December 16, 2022; Cathy Sanders from November 22, 2022, through January 3, 2023;

RESIGNATIONS: Mary Price, Cafeteria Personnel at EHS, effective August 23, 2022; Terry Moore, Assistant Football Coach at EHS, effective August 25, 2022; Seidena Malone, Cafeteria Personnel at EHS, effective August 19, 2022; Ashley Taylor, Cafeteria Personnel at EHS, effective August 26, 2022.

OTHER: Rebecca Dunkelberger, Project On-Track Math Teacher, effective August 18, 2022, Retracted acceptance of position.

#### Director's Update

Great news! Four schools achieved award status, East Side, Harold McCormick, West Side, and T. A. Dugger. Highlighting schools all next week. Growth we've seen is due to award schools. It takes a village and teachers, staff, students, parents, and community supporters have a part in celebrating with us. Tremendous amount of work!

Best for All District: To qualify districts must have spent at least 50% of ESSER 3.0 funds toward investments in reducing effects of learning loss due to pandemic. ECS to celebrate next week at each school. Things done to achieve this is implementing TN All Corp, Project on Track. Dr. Newman serving on TN All Corp Committee, our program is recognized as a leader in the state. We thank Dr. Newman, Teachers and Principals for their work. We're also members of the Early Literacy Network, Reading 360 District, focusing on Early Literacy Component. Invested ESSER dollars on high quality ELA materials, technology, Boxlight Boards in every classroom, teacher laptops, purchased software platforms (Canvas), support staff hired.

Invested ESSER dollars on ELA. ESSER 1.0 technology so that all students had a

device and switched to light boxes, teacher laptops and software. Support staff we've hired, district implementation coach, instructional technology coach, school social worker. Keep an eye out next week on social media next week!

Meg Foster did not receive State Teacher of the Year but very proud of her. Meg is part of an advisory board as well working with the State Dept. on initiatives. Three employees are going to Milligan in the Grow Your Own Grant. Meg represented the District in Knoxville.

Mr. Hurley: Ms. Hoilman approached Mr. Hurley about starting a 4-H program at East Side. He asked her to make it work. ES 4th and 5th Grades.

Ms. Hoilman: 4-H is for 4th and 5th grade students. If it goes well, want to implement at TAD. Replaces guidance, once a week once a month, Tuesday, Wednesday and Thursday, serving all 4th and 5th grade students. Website address takes you to 4-H information. All materials they will use for curriculum. AG part kicks in at TAD, working with chickens, cattle, etc. Eager to get started at East Side. Will help children by the time they reach EHS.

#### Board Member Reports

No Board Member reports.

#### City Council Liaison's Report

Nothing to report.

#### Student Liaison's Report

Tuffy's cafe: serving coffee, tea. Super great for students. Opened Friday and made \$480.00, and has been super successful! Open from 7:00-7:45 in the mornings. SGA Formal was approved for the 24th. October 15th nurse drive. EHS and surrounding counties collecting donations that students might need. 8:00-6:00 pm. SGA wants to partner with county schools for clothing drive. Want to make it accessible for all students. Volunteer hours for working in the clothing closet. Student Ambassador Class are leading tours through the school.

Dr. Minton: Original submission for coffee shop (pre-pandemic). CC Bank, Coffee

Company, Chamber of Commerce, Doe River Roasters, Grant funding, East TN Foundation Entrepreneurship. Also used community partnership connections. \$2.00 per cup.

### REGULAR AGENDA

Consideration of Disciplinary Hearing Authority Appeal to the Elizabethton City Schools Board of Education, Case No. 001-08-192022.

Motion was made by Eddie Pless, second by Danny O'Quinn to deny the request to have a Board Hearing and uphold the decision of the Disciplinary Hearing Authority  
Motion carried.

Phil Isaacs: absent

Danny  
O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 4, nay: 0, absent: 1

Approve Elizabethton City Schools Board of Education Resolution regarding requested amendments to the Third Grade Retention law.

Motion was made by Danny O'Quinn, second by Jamie Schaff to approve Elizabethton City Schools Board of Education Resolution regarding requested amendments to the Third Grade Retention law. Motion carried.

Phil Isaacs: absent

Danny  
O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 4, nay: 0, absent: 1

More teeth in accountability. Lots of concerning things. We have developed a 3rd grade retention task force. All third-graders will take ELA TCAP. If they don't score on-track or mastery if in approaching category you have two options. Attend summer

school or student to be in TN All Corp for entire fourth grade year. Fourth grade ELA TCAP if not adequate growth they may still be retained. There is an appeals process (student must have had traumatic event during that school year). Summer learning camp, must have 90% attendance, must also post test in adequate growth, and we don't know what that means. Can see lots of teachers that don't want to teach 3rd or 4th grade. Lots of information that's not there. We do Benchmark testing three times per year. Valuable data to make informed decision. So many pieces that don't make sense.

This resolution points out these facts. Benchmarking tool best we've ever had.

Reaching out to Legislators to express our concerns.

Approve Elizabethton City Schools Board of Education Resolution in support of the system's professional educators.

Motion was made by Danny O'Quinn, second by Jamie Schaff to approve Elizabethton City Schools Board of Education Resolution in support of the system's professional educators. Motion carried.

Phil Isaacs: absent

Danny  
O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 4, nay: 0, absent: 1

Based on comments about public educators, we felt we needed to acknowledge publicly our support of EBOE Teachers.

Approve creation of one part-time teacher assistant position at Harold McCormick Elementary to cover special education student need for the 2022-2023 school year.

Motion was made by Danny O'Quinn, second by Jamie Schaff to approve creation of one part-time teacher assistant position at Harold McCormick Elementary to cover special education student need for the 2022-2023 school year. Motion carried.

Phil Isaacs: absent

Danny  
O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 4, nay: 0, absent: 1

Have grant funds that will be utilized to cover the salary for this employee.

FOR YOUR INFORMATION

NEXT REGULARLY SCHEDULED BOARD MEETING

The next regularly scheduled Board Meeting will be held on Thursday, the 13th day of October 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 to Adjourn made by Danny O'Quinn.

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Chairman of the Board

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Director of Schools

		2022-23	2022-23	2022-23	2022-23	Unencumbered	September 2022-23	
<u>Acct</u>		<u>Original Budget</u>	<u>Revised Budget</u>	<u>FYTD Activity</u>	<u>FYTD %</u>	<u>Balance - YTD Act</u>	<u>Monthly Activity</u>	
141 R 40110	000	CURRENT PROPERTY TAX	3,350,000.00	3,350,000.00	-32,967.09	-0.98	3,382,967.09	-32,967.09
141 R 40120	000	TRUSTEE'S COLLECTIONS - PRIOR	83,000.00	83,000.00	32,967.09	39.72	50,032.91	22,201.95
141 R 40130	000	CIR CLK/CLK & MASTER COLLECTIO	23,000.00	23,000.00	1,333.82	5.80	21,666.18	0.00
141 R 40140	000	INTEREST AND PENALTY	26,000.00	26,000.00	3,098.09	11.92	22,901.91	1,968.09
141 R 40162	000	PAYMENTS IN LIEU OF TAXES-LOCA	58,000.00	58,000.00	0.00	0.00	58,000.00	0.00
141 R 40163	000	PAYMENTS IN LIEU OF TAXES - OT	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00
141 R 40210	000	LOCAL OPTION SALES TAX	3,450,000.00	3,450,000.00	0.00	0.00	3,450,000.00	-316,158.30
141 R 40275	000	MIXED DRINK TAX	18,000.00	18,000.00	3,906.56	21.70	14,093.44	2,018.43
141 R 40320	000	BANK EXCISE TAX	18,500.00	18,500.00	0.00	0.00	18,500.00	0.00
141 R 41110	000	MARRIAGE LICENSES	600.00	600.00	118.09	19.68	481.91	45.15
141 R 43511	000	TUITION - REGULAR DAY STUDENTS	335,000.00	335,000.00	148,830.21	44.43	186,169.79	60,542.23
141 R 43513	000	TUITION - SUMMER SCHOOL	750.00	750.00	0.00	0.00	750.00	0.00
141 R 43517	000	TUITION - OTHER	222,552.00	222,552.00	66,791.36	30.01	155,760.64	20,276.60
141 R 44110	000	INVESTMENT INCOME	7,500.00	7,500.00	4,657.96	62.11	2,842.04	2,593.87
141 R 44120	000	LEASE/RENTALS	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
141 R 44170	000	MISCELLANEOUS REFUNDS	0.00	0.00	0.00	0.00	0.00	-114.99
141 R 44990	000	OTHER LOCAL REVENUES	1,000.00	1,000.00	7,582.33	758.23	-6,582.33	70.88
141 R 46511	000	BASIC EDUCATION PROGRAM	16,263,000.00	16,263,000.00	3,249,400.00	19.98	13,013,600.00	1,624,700.00
141 R 46515	000	EARLY CHILDHOOD EDUCATION	415,390.00	415,390.00	38,149.76	9.18	377,240.24	38,149.76
141 R 46550	000	DRIVER EDUCATION	6,500.00	6,500.00	0.00	0.00	6,500.00	0.00
141 R 46590	000	OTHER STATE EDUCATION FUNDS	92,000.00	92,000.00	13,583.53	14.76	78,416.47	13,583.53
141 R 46610	000	CAREER LADDER PROGRAM	32,619.00	32,619.00	0.00	0.00	32,619.00	0.00
141 R 46980	000	OTHER STATE GRANTS	98,122.00	98,122.00	0.00	0.00	98,122.00	0.00
141 R 46990	000	OTHER STATE REVENUES	113,000.00	113,000.00	0.00	0.00	113,000.00	0.00
141 R 48610	000	DONATIONS	26,400.00	26,400.00	9,185.86	34.79	17,214.14	312.80
141 R 49800	000	OPERATING TRANSFERS	50,035.00	50,035.00	0.00	0.00	50,035.00	0.00
141 R 49810	000	CITY GENERAL FUND TRANSFER	2,400,000.00	2,400,000.00	600,000.00	25.00	1,800,000.00	200,000.00
<b>Grand Revenue Totals</b>			27,094,468.00	27,094,468.00	4,146,637.57	15.30	22,947,830.43	1,637,222.91

Number of Accounts: 37

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

	Acct	2022-23	2022-23	2022-23	2022-23	Unencumbered	September 2022-23
		Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance - YTD Act	Monthly Activity
141 E 71100	REGULAR INSTRUCTION PROGRAM	12,075,014.00	12,075,014.00	1,331,363.34	11.03	10,703,189.66	981,426.54
141 E 71200	SPECIAL EDUCATION PROGRAM	2,274,763.00	2,274,763.00	193,384.23	8.50	2,077,653.79	190,010.68
141 E 71300	VOCATIONAL EDUCATION PROGRAM	1,139,290.00	1,139,290.00	116,217.86	10.20	1,018,620.52	102,951.70
141 E 71400	STUDENT BODY EDUCATION PROGRAM	405,985.00	405,985.00	79,147.17	19.50	322,930.76	20,814.84
141 E 72110	ATTENDANCE	100,395.00	100,395.00	30,411.15	30.29	69,483.85	5,860.75
141 E 72120	HEALTH SERVICES	409,925.00	409,925.00	44,762.05	10.92	361,775.50	34,397.27
141 E 72130	OTHER STUDENT SUPPORT	1,191,301.00	1,191,301.00	131,243.64	11.02	1,011,657.36	74,099.76
141 E 72210	REGULAR INSTRUCTION PROGRAM	1,159,122.00	1,159,122.00	227,550.72	19.63	917,036.28	87,619.65
141 E 72220	SPECIAL EDUCATION PROGRAM	333,140.00	333,140.00	39,790.85	11.94	292,870.15	15,444.21
141 E 72230	VOCATIONAL EDUCATION PROGRAM	161,694.00	161,694.00	34,104.42	21.09	127,589.58	12,820.22
141 E 72250	TECHNOLOGY	652,540.00	652,540.00	193,120.36	29.60	432,526.43	79,433.19
141 E 72310	BOARD OF EDUCATION	537,860.00	537,860.00	277,509.84	51.60	247,919.44	20,321.60
141 E 72320	OFFICE OF THE SUPERINTENDENT	388,079.00	388,079.00	128,211.01	33.04	229,827.29	50,393.51
141 E 72410	OFFICE OF THE PRINCIPAL	1,777,952.00	1,777,952.00	353,236.71	19.87	1,424,715.29	142,756.75
141 E 72510	FISCAL SERVICES	391,655.00	391,655.00	115,996.99	29.62	272,146.79	26,221.94
141 E 72610	OPERATION OF PLANT	1,747,036.00	1,747,036.00	499,511.62	28.59	1,242,224.38	135,909.59
141 E 72620	MAINTENANCE OF PLANT	949,185.00	949,185.00	359,594.77	37.88	342,469.32	154,103.54
141 E 72710	TRANSPORTATION	639,445.00	639,445.00	206,654.14	32.32	397,771.09	55,592.95
141 E 73100	FOOD SERVICE	30,145.00	30,145.00	6,173.99	20.48	23,971.01	2,063.25
141 E 73300	COMMUNITY SERVICES	221,552.00	221,552.00	51,831.79	23.39	156,927.12	17,970.45
141 E 73400	EARLY CHILDHOOD EDUCATION	415,390.00	415,390.00	39,880.06	9.60	375,356.71	21,989.53
141 E 76100	REGULAR CAPITAL OUTLAY	92,000.00	92,000.00	584,388.50	635.20	-513,138.50	0.00
141 E 99100	OPERATING TRANSFERS	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
<b>Grand Expense Totals</b>		<b>27,094,468.00</b>	<b>27,094,468.00</b>	<b>5,044,085.21</b>	<b>18.62</b>	<b>21,536,523.82</b>	<b>2,232,201.92</b>

Number of Accounts: 512

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

			2022-23	2022-23	2022-23	2022-23	Unencumbered	September 2022-23
<u>Acct</u>			<u>Original Budget</u>	<u>Revised Budget</u>	<u>FYTD Activity</u>	<u>FYTD %</u>	<u>Balance - YTD Act</u>	<u>Monthly Activity</u>
142 R 47141	OCA	TITLE 1 GRANTS TO LOCAL EDUC A	88,564.00	88,564.00	23,620.81	26.67	64,943.19	8,076.01
142 R 47189	OCA	EISENHOWER PROF DEVELOPMENT ST	4,000.00	4,000.00	1,348.80	33.72	2,651.20	461.16
142 R 47131	OCP	VOCATIONAL EDUC - BASIC GRANTS	35,330.00	35,330.00	2,791.86	7.90	32,538.14	1,677.44
142 R 47143	OID	SPECIAL EDUCATION - GRANTS TO	649,927.00	649,927.00	52,409.56	8.06	597,517.44	52,409.56
142 R 47145	OPS	SPECIAL EDUCATION PRESCHOOL GR	15,530.00	15,530.00	1,242.07	8.00	14,287.93	1,242.07
142 R 47141	OT1	TITLE 1 GRANTS TO LOCAL EDUC A	586,098.00	586,098.00	60,379.72	10.30	525,718.28	57,205.83
142 R 47590	OT1	OTHER FEDERAL THROUGH STATE	53,791.00	53,791.00	5,541.62	10.30	48,249.38	5,250.31
142 R 47189	OT2	EISENHOWER PROF DEVELOPMENT ST	73,929.00	73,929.00	7,799.38	10.55	66,129.62	3,967.22
142 R 47590	OVR	OTHER FEDERAL THROUGH STATE	47,784.00	47,784.00	8,406.64	17.59	39,377.36	4,624.38
142 R 47147	21C	SAFE AND DRUG-FREE SCHOOLS-ST	145,334.00	145,334.00	0.00	0.00	145,334.00	0.00
142 R 47401	930	ESSER 3.0	435,467.00	435,467.00	0.00	0.00	435,467.00	0.00
142 R 47307	931	ESSER 2.0	73,030.00	73,030.00	7,020.82	9.61	66,009.18	7,020.82
142 R 47307	932	ESSER 2.0	1,696,069.00	1,696,069.00	93,097.16	5.49	1,602,971.84	93,097.16
142 R 47401	933	ESSER 3.0	2,903,925.00	2,903,925.00	0.00	0.00	2,903,925.00	0.00
142 R 47307	934	ESSER 2.0	200,000.00	200,000.00	71,702.50	35.85	128,297.50	71,702.50
142 R 47141	T1N	TITLE 1 GRANTS TO LOCAL EDUC A	35,402.00	35,402.00	4,175.75	11.80	31,226.25	4,175.75
<b>Grand Revenue Totals</b>			<b>7,044,180.00</b>	<b>7,044,180.00</b>	<b>339,536.69</b>	<b>4.82</b>	<b>6,704,643.31</b>	<b>310,910.21</b>

Number of Accounts: 16

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

		2022-23	2022-23	2022-23	2022-23	Unencumbered	September
<u>Acct</u>		<u>Original Budget</u>	<u>Revised Budget</u>	<u>FYTD Activity</u>	<u>FYTD %</u>	<u>Balance - YTD Act</u>	<u>2022-23</u>
							<u>Monthly Activity</u>
142 E 71100	--- ---	2,226,253.00	2,226,253.00	204,969.87	9.21	2,004,911.85	166,001.30
142 E 71200	--- ---	665,457.00	665,457.00	54,534.13	8.19	610,922.87	53,674.13
142 E 71300	--- ---	20,830.00	20,830.00	1,472.00	7.07	5,731.77	0.00
142 E 72120	--- ---	50,000.00	50,000.00	5,000.00	10.00	0.00	5,000.00
142 E 72130	--- ---	174,161.00	174,161.00	27,137.67	15.58	131,404.13	13,355.55
142 E 72210	--- ---	370,906.00	370,906.00	55,770.41	15.04	306,175.75	32,040.61
142 E 72220	--- ---	0.00	0.00	0.00	0.00	0.00	0.00
142 E 72230	--- ---	1,500.00	1,500.00	1,248.81	83.25	-98.81	0.00
142 E 72250	--- ---	142,204.00	142,204.00	78,565.65	55.25	63,638.35	73,044.01
142 E 72510	--- ---	0.00	0.00	9,939.00	0.00	-9,939.00	9,939.00
142 E 72710	--- ---	0.00	0.00	184.66	0.00	-184.66	184.66
142 E 73300	--- ---	142,834.00	142,834.00	43,569.61	30.50	99,264.39	25,838.96
142 E 76100	--- ---	3,200,000.00	3,200,000.00	25,509.49	0.80	2,829,816.51	17,209.99
142 E 99100	--- ---	50,035.00	50,035.00	0.00	0.00	50,035.00	0.00
<b>Grand Expense Totals</b>		<b>7,044,180.00</b>	<b>7,044,180.00</b>	<b>507,901.30</b>	<b>7.21</b>	<b>6,091,678.15</b>	<b>396,288.21</b>

Number of Accounts: 183

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

		2022-23	2022-23	2022-23	2022-23	Unencumbered	August 2022-23	
<u>Acct</u>		<u>Original Budget</u>	<u>Revised Budget</u>	<u>FYTD Activity</u>	<u>FYTD %</u>	<u>Balance - YTD Act</u>	<u>Monthly Activity</u>	
143 R 43521	000	LUNCH PAYMENTS - CHILDREN	162,500.00	162,500.00	18,950.49	11.66	143,549.51	17,793.39
143 R 43522	000	LUNCH PAYMENTS - ADULTS	21,900.00	21,900.00	857.10	3.91	21,042.90	857.10
143 R 43523	000	INCOME FROM BREAKFAST	475.00	475.00	0.00	0.00	475.00	0.00
143 R 43525	000	A LA CARTE SALES	41,250.00	41,250.00	6,265.49	15.19	34,984.51	6,177.49
143 R 43990	000	OTHER CHARGES FOR SERVICES	13,000.00	13,000.00	18.62	0.14	12,981.38	0.00
143 R 44110	000	INVESTMENT INCOME	1,000.00	1,000.00	913.03	91.30	86.97	913.03
143 R 46520	000	SCHOOL FOOD SERVICE	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00
143 R 47111	000	USDA SCHOOL LUNCH PROGRAM	635,000.00	635,000.00	67,892.33	10.69	567,107.67	67,892.33
143 R 47112	000	USDA COMMODITIES	93,500.00	93,500.00	9,332.03	9.98	84,167.97	9,332.03
143 R 47113	000	USDA BREAKFAST	340,000.00	340,000.00	35,098.12	10.32	304,901.88	35,098.12
143 R 47114	000	USDA - ESP SNACK PROGRAM	18,000.00	18,000.00	4,599.48	25.55	13,400.52	4,599.48
Grand Revenue Totals			1,336,625.00	1,336,625.00	143,926.69	10.77	1,192,698.31	142,662.97

Number of Accounts: 41

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

		2022-23	2022-23	2022-23	2022-23	Unencumbered	August 2022-23
	<u>Acct</u>	<u>Original Budget</u>	<u>Revised Budget</u>	<u>FYTD Activity</u>	<u>FYTD %</u>	<u>Balance - YTD Act</u>	<u>Monthly Activity</u>
143 E 73100 --- --- ----- ---	FOOD SERVICE	1,336,625.00	1,336,625.00	153,492.85	11.48	1,183,132.15	137,319.29
Grand Expense Totals		1,336,625.00	1,336,625.00	153,492.85	11.48	1,183,132.15	137,319.29

Number of Accounts: 81

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

		2022-23	2022-23	2022-23	2022-23	Unencumbered	September 2022-23	
<u>Acct</u>		<u>Original Budget</u>	<u>Revised Budget</u>	<u>FYTD Activity</u>	<u>FYTD %</u>	<u>Balance - YTD Act</u>	<u>Monthly Activity</u>	
143 R 43521	000	LUNCH PAYMENTS - CHILDREN	162,500.00	162,500.00	37,563.21	23.12	124,936.79	18,612.72
143 R 43522	000	LUNCH PAYMENTS - ADULTS	21,900.00	21,900.00	2,811.35	12.84	19,088.65	1,954.25
143 R 43523	000	INCOME FROM BREAKFAST	475.00	475.00	0.00	0.00	475.00	0.00
143 R 43525	000	A LA CARTE SALES	41,250.00	41,250.00	7,218.89	17.50	34,031.11	953.40
143 R 43990	000	OTHER CHARGES FOR SERVICES	13,000.00	13,000.00	746.54	5.74	12,253.46	727.92
143 R 44110	000	INVESTMENT INCOME	1,000.00	1,000.00	1,999.57	199.96	-999.57	1,086.54
143 R 46520	000	SCHOOL FOOD SERVICE	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00
143 R 47111	000	USDA SCHOOL LUNCH PROGRAM	635,000.00	635,000.00	155,598.53	24.50	479,401.47	87,706.20
143 R 47112	000	USDA COMMODITIES	93,500.00	93,500.00	18,247.51	19.52	75,252.49	8,915.48
143 R 47113	000	USDA BREAKFAST	340,000.00	340,000.00	78,770.57	23.17	261,229.43	43,672.45
143 R 47114	000	USDA - ESP SNACK PROGRAM	18,000.00	18,000.00	6,690.36	37.17	11,309.64	2,090.88
Grand Revenue Totals			1,336,625.00	1,336,625.00	309,646.53	23.17	1,026,978.47	165,719.84

Number of Accounts: 41

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

		2022-23	2022-23	2022-23	2022-23	Unencumbered	September 2022-23
	Acct	Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance - YTD Act	Monthly Activity
143 E 73100 --- --- ----- ---	FOOD SERVICE	1,336,625.00	1,336,625.00	298,399.03	22.32	1,038,225.97	144,906.18
Grand Expense Totals		1,336,625.00	1,336,625.00	298,399.03	22.32	1,038,225.97	144,906.18

Number of Accounts: 81

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

History Log

**Elizabethton (101) Public District - FY 2023 - Elementary and Secondary School Emergency Relief (ESSER) 3.0 - Rev 0 - History Log**

Attention Needed	Date	User	Status (S)/Comment (C)	S/C
	9/29/2022 10:43:11 AM	Debby Thompson	Status changed to 'TDOE Elementary and Secondary School Emergency Relief (ESSER) 3.0 Director Approved'.	S
	9/23/2022 9:56:15 AM	Michelle Harless	Status changed to 'TDOE Elementary and Secondary School Emergency Relief (ESSER) 3.0 Consultant Approved'.	S
<input type="checkbox"/>	9/22/2022 1:58:26 PM	Richard Vanhuss	Agreed to "Upon submission of this funding application, I attest that the facts, figures, and representations made in this application, including exhibits, attachments, and assurances herein, are accurate to the best of my knowledge. The local School Board of Education will review and approve this application and this action will be recorded in the official minutes of the local educational agency's board meeting."	C
	9/22/2022 1:58:26 PM	Richard Vanhuss	Status changed to 'LEA Authorized Representative Approved'.	S
	9/22/2022 1:55:04 PM	Beth Wilson	Status changed to 'LEA Fiscal Representative Approved'.	S
	9/22/2022 1:40:49 PM	Marsha Taylor	Status changed to 'Draft Completed'.	S

Attention Needed	Date	User	Status (S)/Comment (C)	S/C
	9/22/2022 6:41:52 AM	Jerri Beth Nave	Status changed to 'TDOE Elementary and Secondary School Emergency Relief (ESSER) 3.0 Consultant Returned Not Approved'.	S
<input type="checkbox"/>	9/13/2022 3:01:12 PM	Richard Vanhuss	Agreed to "Upon submission of this funding application, I attest that the facts, figures, and representations made in this application, including exhibits, attachments, and assurances herein, are accurate to the best of my knowledge. The local School Board of Education will review and approve this application and this action will be recorded in the official minutes of the local educational agency's board meeting."	C
	9/13/2022 3:01:12 PM	Richard Vanhuss	Status changed to 'LEA Authorized Representative Approved'.	S
	9/13/2022 1:26:20 PM	Beth Wilson	Status changed to 'LEA Fiscal Representative Approved'.	S
	9/13/2022 1:07:09 PM	Marsha Taylor	Status changed to 'Draft Completed'.	S
	8/23/2022 9:37:34 AM	Marsha Taylor	Status changed to 'Draft Started'.	S
	7/27/2022 1:09:36 PM	Melissa Brown	Status changed to 'Not Started'.	S

Allocations

**Elizabethton (101) Public District - FY 2023 - Elementary and Secondary School Emergency Relief (ESSER) 3.0 - Rev 0 - Allocations**

	(1)	ESSER 3.0	Total
<b>Original</b>		\$0.00	\$0.00
<b>Incoming Carryover</b>		\$4,550,676.51	\$4,550,676.51
<b>Outgoing Carryover</b>		\$0.00	\$0.00
<b>Reallocated</b>		\$0.00	\$0.00
<b>Additional</b>		\$0.00	\$0.00
<b>Released</b>		\$0.00	\$0.00
<b>Consortium</b>		\$0.00	\$0.00
<b>Forfeited</b>		\$0.00	\$0.00
<b>FER Released</b>		\$0.00	\$0.00
<b>Total</b>		\$4,550,676.51	\$4,550,676.51

**Elizabethton (101) Public District - FY 2023 - Elementary and Secondary School Emergency Relief (ESSER) 3.0 - Rev 0 - Elementary and Secondary School Emergency Relief (ESSER) 3.0 Grant**

**LEA ID#**

101

**LEA Name**

Elizabethton City Schools

**LEA Official Address**

**Street**

804 S. Watauga Avenue

**City**

Elizabethton

**Zip Code**

37643

**Phone**

423-547-8000

**LEA Website**

www.ecschools.net

**Director of Schools**

**Name**

Richard VanHuss

**Email**

richard.vanhuss@ecschoools.net

**Phone**

423-547-8000

**ESSER 3.0 Point of Contact**

**Name**

John Hutchins

**Email**

john.hutchins@ecschoools.net

**Phone**

423-547-8000

**\* Anticipated Health and Safety Plan URL/Link**

<https://www.ecschools.net/Content2/806>

**DUNS Number**

100072768

**UEI Number**

MP87VN3EF127

The American Rescue Plan Act (ARPA) Act funds available through this grant are one-time grant funds made available through the U.S. Department of Education. All funds should be used for the unique needs identified by LEAs during the COVID-19 pandemic. American Rescue Plan Act (ARPA) funds are intended to support the academic and non-academic needs of students and to help LEAs and schools prepare for re-entry and continuous learning for the upcoming 2021-22 school year.

Budget

**Elizabethton (101) Public District - FY 2023 - Elementary and Secondary School Emergency Relief (ESSER) 3.0 - Rev 0 - Elementary and Secondary School Emergency Relief (ESSER) 3.0 Grant**

Indirect Cost	
Total Contributing to Indirect Cost	\$1,707,755.00
Indirect Cost Rate	17.31%
Maximum Allowed for Indirect Cost	\$252,128.46

Account Number	Total
71100 - Regular Instruction Program	\$1,262,128.00
71150 - Alternative Instruction Program	\$0.00
71200 - Special Education Program	\$0.00
71300 - Vocational Education Program	\$0.00
72110 - Attendance	\$0.00
72120 - Health Services	\$50,000.00
72130 - Other Student Support	\$71,355.00
72210 - Support Services/Regular Instruction Program	\$248,312.00
72215 - Support Services/Alternative Instruction Program	\$0.00
72220 - Support Services/Special Education Program	\$0.00
72230 - Support Services/Vocational Education Program	\$0.00
72250 - Education Technology	\$75,960.00
72260 - Support Services/Adult Education Program	\$0.00

72320 - Office of the Superintendent		\$0.00
72410 - Office of the Principal		\$0.00
72510 - Fiscal Services		\$0.00
72520 - Human Resources/Personnel		\$0.00
72610 - Operation of Plant		\$0.00
72620 - Maintenance of Plant		\$0.00
72710 - Transportation		\$0.00
73100 - Food Service		\$0.00
73300 - Community Services		\$0.00
73400 - Early Childhood Education		\$0.00
76100 - Regular Capital Outlay		\$2,842,000.00
99100 - Transfers Out		\$921.51
	<b>Total</b>	<b>\$4,550,676.51</b>
	<b>Adjusted Allocation</b>	<b>\$4,550,676.51</b>
	<b>Remaining</b>	<b>\$0.00</b>

Budget Detail

**Elizabethton (101) Public District - FY 2023 - Elementary and Secondary School Emergency Relief (ESSER) 3.0 - Rev 0 - Elementary and Secondary School Emergency Relief (ESSER) 3.0 Grant**

71100 - Regular Instruction Program - \$1,262,128.00 ▼

Budget Detail		Narrative Description
<b>Account Number:</b>	71100 - Regular Instruction Program	<p>Due to the disproportionate impact of COVID-19 on learning loss, new positions will continue to support students' social, emotional, mental, and academic needs.</p> <p>One FTE for an ELA classroom size reduction teacher at Elizabethton High School for the 23-24 school year.</p> <p>One FTE for a math classroom size reduction teacher at T.A. Dugger Jr. High School for the 23-24 school year.</p> <p>Four FTEs for school-based learning loss interventionists to instruct students in Tier II and Tier III intervention for the 23-24 school year.</p> <p>At this time, no personnel will be paid from this account in 22-23. Therefore, none of these teachers are listed on the Personnel Details Chart.</p>
<b>Line Item Number:</b>	116 - Teachers	
<b>Focus Area:</b>	Addressing Learning Loss: Coordinat...	
<b>School Type:</b>	Traditional Public School	
<b>Optional:</b>	Meeting Students' Academic, Social,...	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$353,815.00	
<b>Line Item Total:</b>	\$353,815.00	
<b>Account Number:</b>	71100 - Regular Instruction Program	Due to the disproportionate impact of COVID-19 on learning loss, new positions will continue to support students' social,

<b>Line Item Number:</b>	116 - Teachers	<p>emotional, mental, and academic needs.</p> <p>2.16 FTEs for four TN All-Corps tutoring teachers at four schools: East Side, Harold McCormick, West Side, and T.A. Dugger for the 22-23 and 23-24 school years.</p>
<b>Focus Area:</b>	Addressing Learning Loss: Coordinat...	
<b>School Type:</b>	Traditional Public School	
<b>Optional:</b>	Meeting Students' Academic, Social,...	
<b>Optional Program Code:</b>	TN All Corps	
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$186,803.00	
<b>Line Item Total:</b>	\$186,803.00	
<b>Account Number:</b>	71100 - Regular Instruction Program	
<b>Line Item Number:</b>	116 - Teachers	<p>Due to the disproportionate impact of COVID-19 on learning loss, new positions will continue to support students' social, emotional, mental, and academic needs.</p> <p>One FTE for Best for All math teacher tutor at EHS for the 23-24 school year.</p> <p>At this time, no personnel will be paid from this account in 22-23. Therefore, this teacher is not listed on the Personnel Details Chart.</p>
<b>Focus Area:</b>	Addressing Learning Loss: Coordinat...	
<b>School Type:</b>	Traditional Public School	
<b>Optional:</b>	Meeting Students' Academic, Social,...	

<b>Optional Program Code:</b>	Best for All grant	
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$48,875.00	
<b>Line Item Total:</b>	\$48,875.00	
<b>Account Number:</b>	71100 - Regular Instruction Program	<p>Due to the disproportionate impact of COVID-19 on learning loss, new positions will be added to support students' social, emotional, mental, and academic needs.</p> <p>5.4 FTEs for ten (10) TN All-Corps tutoring instructional assistants at four schools: East Side, Harold McCormick, West Side, and T.A. Dugger for the 22-23 and 23-24 school years.</p>
<b>Line Item Number:</b>	163 - Educational Assistants	
<b>Focus Area:</b>	Addressing Learning Loss: Coordinat...	
<b>School Type:</b>	Traditional Public School	
<b>Optional:</b>	Meeting Students' Academic, Social,...	
<b>Optional Program Code:</b>	TN All Corps	
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$235,230.00	

<b>Line Item Total:</b>	\$235,230.00	
<b>Account Number:</b>	71100 - Regular Instruction Program	<p>Due to the disproportionate impact of COVID-19 on learning loss, new positions will continue to support students' social, emotional, mental, and academic needs.</p> <p>One FTE for Best for All math tutor teacher assistant at EHS for the 23-24 school year.</p> <p>At this time, no personnel will be paid from this account in 22-23. Therefore, this assistant is not listed on the Personnel Details Chart.</p>
<b>Line Item Number:</b>	163 - Educational Assistants	
<b>Focus Area:</b>	Addressing Learning Loss: Coordinat...	
<b>School Type:</b>	Traditional Public School	
<b>Optional:</b>	Meeting Students' Academic, Social,...	
<b>Optional Program Code:</b>	Best for All grant	
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$24,640.00	
<b>Line Item Total:</b>	\$24,640.00	
<b>Account Number:</b>	71100 - Regular Instruction Program	<p>This line item would provide the necessary funds to pay social security for our learning loss TN All Corp teacher tutors and tutoring instructional assistants.</p>
<b>Line Item Number:</b>	201 - Social Security	
<b>Focus Area:</b>	Addressing Learning Loss: Coordinat...	

<b>School Type:</b>	Traditional Public School
<b>Optional:</b>	Meeting Students' Academic, Social,...
<b>Optional Program Code:</b>	TN All Corps
<b>Location Code:</b>	Elizabethton (101)
<b>Quantity:</b>	1.00
<b>Cost:</b>	\$26,170.00
<b>Line Item Total:</b>	\$26,170.00
<b>Account Number:</b>	71100 - Regular Instruction Program
<b>Line Item Number:</b>	201 - Social Security
<b>Focus Area:</b>	Addressing Learning Loss: Coordinat...
<b>School Type:</b>	Traditional Public School
<b>Optional:</b>	Meeting Students' Academic, Social,...
<b>Optional Program Code:</b>	
<b>Location</b>	Elizabethton (101)

This line item would provide the necessary funds to pay social security for our learning loss teachers and interventionists.

<b>Code:</b>		
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$21,940.00	
<b>Line Item Total:</b>	\$21,940.00	
<b>Account Number:</b>	71100 - Regular Instruction Program	<p>This line item would provide the necessary funds to pay social security for our learning loss Best for All EHS math tutor and tutoring instructional assistant.</p>
<b>Line Item Number:</b>	201 - Social Security	
<b>Focus Area:</b>	Addressing Learning Loss: Coordinat...	
<b>School Type:</b>	Traditional Public School	
<b>Optional:</b>	Meeting Students' Academic, Social,...	
<b>Optional Program Code:</b>	Best for All grant	
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$4,555.00	
<b>Line Item Total:</b>	\$4,555.00	
<b>Account Number:</b>	71100 - Regular Instruction Program	<p>This line item would provide the necessary funds to pay state retirement for our learning loss TN All Corp teacher</p>

tutors and tutoring instructional assistants.

204 - State Retirement

**Focus Area:** Addressing Learning Loss: Coordinat...

**School Type:** Traditional Public School

**Optional:** Meeting Students' Academic, Social,...

**Optional Program Code:** TN All Corps

**Location Code:** Elizabethton (101)

**Quantity:** 1.00

**Cost:** \$42,075.00

**Line Item Total:** \$42,075.00

**Account Number:** 71100 - Regular Instruction Program

**Line Item Number:** 204 - State Retirement

**Focus Area:** Addressing Learning Loss: Coordinat...

**School Type:** Traditional Public School

**Optional:** Meeting Students' Academic, Social,...

This line item would provide the necessary funds to pay state retirement for our learning loss teachers and interventionists.

<b>Optional Program Code:</b>	
<b>Location Code:</b>	Elizabethton (101)
<b>Quantity:</b>	1.00
<b>Cost:</b>	\$29,910.00
<b>Line Item Total:</b>	\$29,910.00
<b>Account Number:</b>	71100 - Regular Instruction Program
<b>Line Item Number:</b>	204 - State Retirement
<b>Focus Area:</b>	Addressing Learning Loss: Coordinat...
<b>School Type:</b>	Traditional Public School
<b>Optional:</b>	Meeting Students' Academic, Social,...
<b>Optional Program Code:</b>	Best for All grant
<b>Location Code:</b>	Elizabethton (101)
<b>Quantity:</b>	1.00
<b>Cost:</b>	\$7,000.00

This line item would provide the necessary funds to pay state retirement for our learning loss Best for All EHS math teacher tutor and tutoring instructional assistant.

<b>Line Item Total:</b>	\$7,000.00	
<b>Account Number:</b>	71100 - Regular Instruction Program	<p>This line item would provide the necessary funds to pay life insurance for our learning loss TN All Corp teacher tutors and tutoring instructional assistants.</p>
<b>Line Item Number:</b>	206 - Life Insurance	
<b>Focus Area:</b>	Addressing Learning Loss: Coordinat...	
<b>School Type:</b>	Traditional Public School	
<b>Optional:</b>	Meeting Students' Academic, Social,...	
<b>Optional Program Code:</b>	TN All Corps	
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$810.00	
<b>Line Item Total:</b>	\$810.00	
<b>Account Number:</b>	71100 - Regular Instruction Program	<p>This line item would provide the necessary funds to pay life insurance for our learning loss teachers and interventionists.</p>
<b>Line Item Number:</b>	206 - Life Insurance	
<b>Focus Area:</b>	Addressing Learning Loss: Coordinat...	

<b>School Type:</b>	Traditional Public School
<b>Optional:</b>	Meeting Students' Academic, Social,...
<b>Optional Program Code:</b>	
<b>Location Code:</b>	Elizabethton (101)
<b>Quantity:</b>	1.00
<b>Cost:</b>	\$540.00
<b>Line Item Total:</b>	\$540.00
<b>Account Number:</b>	71100 - Regular Instruction Program
<b>Line Item Number:</b>	206 - Life Insurance
<b>Focus Area:</b>	Addressing Learning Loss: Coordinat...
<b>School Type:</b>	Traditional Public School
<b>Optional:</b>	Meeting Students' Academic, Social,...
<b>Optional Program Code:</b>	Best for All grant
<b>Location</b>	Elizabethton (101)

This line item would provide the necessary funds to pay life insurance for our learning loss Best for All EHS math teacher tutor and tutoring instructional assistant.

<b>Code:</b>		
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$135.00	
<b>Line Item Total:</b>	\$135.00	
<b>Account Number:</b>	71100 - Regular Instruction Program	This line item would provide the necessary funds to pay medical insurance for our learning loss teacher tutors and tutoring instructional assistants.
<b>Line Item Number:</b>	207 - Medical Insurance	
<b>Focus Area:</b>	Addressing Learning Loss: Coordinat...	
<b>School Type:</b>	Traditional Public School	
<b>Optional:</b>	Meeting Students' Academic, Social,...	
<b>Optional Program Code:</b>	TN All Corps	
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$111,520.00	
<b>Line Item Total:</b>	\$111,520.00	
<b>Account Number:</b>	71100 - Regular Instruction Program	This line item would provide the necessary funds to pay medical insurance for our learning loss teachers and

interventionists.

207 - Medical Insurance

Addressing Learning Loss: Coordinat...

Traditional Public School

Meeting Students' Academic, Social,...

Elizabethton (101)

1.00

\$50,090.00

\$50,090.00

71100 - Regular Instruction Program

207 - Medical Insurance

Addressing Learning Loss: Coordinat...

Traditional Public School

Meeting Students' Academic, Social,...

This line item would provide the necessary funds to pay medical insurance for our learning loss Best for All EHS math teacher tutor and tutoring instructional assistant.

<b>Optional Program Code:</b>	Best for All grant
<b>Location Code:</b>	Elizabethton (101)
<b>Quantity:</b>	1.00
<b>Cost:</b>	\$16,460.00
<b>Line Item Total:</b>	\$16,460.00
<b>Account Number:</b>	71100 - Regular Instruction Program
<b>Line Item Number:</b>	208 - Dental Insurance
<b>Focus Area:</b>	Addressing Learning Loss: Coordinat...
<b>School Type:</b>	Traditional Public School
<b>Optional:</b>	Meeting Students' Academic, Social,...
<b>Optional Program Code:</b>	TN All Corps
<b>Location Code:</b>	Elizabethton (101)
<b>Quantity:</b>	1.00
<b>Cost:</b>	\$8,720.00

This line item would provide the necessary funds to pay dental insurance for our learning loss teacher tutors and tutoring instructional assistants.

<b>Line Item Total:</b>	\$8,720.00	
<b>Account Number:</b>	71100 - Regular Instruction Program	<p>This line item would provide the necessary funds to pay dental insurance for our learning loss teachers and interventionists.</p>
<b>Line Item Number:</b>	208 - Dental Insurance	
<b>Focus Area:</b>	Addressing Learning Loss: Coordinat...	
<b>School Type:</b>	Traditional Public School	
<b>Optional:</b>	Meeting Students' Academic, Social,...	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$1,890.00	
<b>Line Item Total:</b>	\$1,890.00	
<b>Account Number:</b>	71100 - Regular Instruction Program	<p>This line item would provide the necessary funds to pay dental insurance for our learning loss Best for All EHS math teacher tutor and tutoring instructional assistant.</p>
<b>Line Item Number:</b>	208 - Dental Insurance	
<b>Focus Area:</b>	Addressing Learning Loss: Coordinat...	

<b>School Type:</b>	Traditional Public School
<b>Optional:</b>	Meeting Students' Academic, Social,...
<b>Optional Program Code:</b>	Best for All grant
<b>Location Code:</b>	Elizabethton (101)
<b>Quantity:</b>	1.00
<b>Cost:</b>	\$630.00
<b>Line Item Total:</b>	\$630.00
<b>Account Number:</b>	71100 - Regular Instruction Program
<b>Line Item Number:</b>	212 - Employer Medicare
<b>Focus Area:</b>	Addressing Learning Loss: Coordinat...
<b>School Type:</b>	Traditional Public School
<b>Optional:</b>	Meeting Students' Academic, Social,...
<b>Optional Program Code:</b>	TN All Corps
<b>Location</b>	Elizabethton (101)

This line item would provide the necessary funds to pay employer medicare for our learning loss teacher tutors and tutoring instructional assistants.

<b>Code:</b>		
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$6,125.00	
<b>Line Item Total:</b>	\$6,125.00	
<b>Account Number:</b>	71100 - Regular Instruction Program	<div style="border: 1px solid black; padding: 5px;"> <p>This line item would provide the necessary funds to pay employer medicare for our learning loss teachers and interventionists.</p> </div>
<b>Line Item Number:</b>	212 - Employer Medicare	
<b>Focus Area:</b>	Addressing Learning Loss: Coordinat...	
<b>School Type:</b>	Traditional Public School	
<b>Optional:</b>	Meeting Students' Academic, Social,...	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$5,130.00	
<b>Line Item Total:</b>	\$5,130.00	
<b>Account Number:</b>	71100 - Regular Instruction Program	<div style="border: 1px solid black; padding: 5px;"> <p>This line item would provide the necessary funds to pay employer medicare for our learning loss EHS math teacher</p> </div>

tutor and tutoring instructional assistant.

212 - Employer Medicare

**Focus Area:** Addressing Learning Loss: Coordinat...

**School Type:** Traditional Public School

**Optional:** Meeting Students' Academic, Social,...

**Optional Program Code:** Best for All grant

**Location Code:** Elizabethton (101)

**Quantity:** 1.00

**Cost:** \$1,065.00

**Line Item Total:** \$1,065.00

**Account Number:** 71100 - Regular Instruction Program

**Line Item Number:** 471 - Software

**Focus Area:** Purchasing Education Technology

**School Type:** Traditional Public School

**Optional:** Meeting Students' Academic, Social,...

Purchase Canvas Learning Management System (\$18,000)

This learning management system would allow students and teachers at Elizabethton High School a well-established platform to deliver high-quality, student-centered learning experiences. The LMS allows for seamless engagement and collaboration between teachers and students, the ability to quickly assign and grade student work, and create a one-stop virtual classroom hub. The LMS will enable a transition to distance/remote learning if needed.

Purchase CASE/MasteryConnect benchmark assessment

**Optional Program Code:**

**Location Code:** Elizabethton (101)

**Quantity:** 1.00

**Cost:** \$78,000.00

**Line Item Total:** \$78,000.00

(\$60,000)

This online benchmark assessment measures student progress by providing a quality formative assessment tool to identify student achievement and gaps, as well as have the capability to complete these assessments in both in-person and remote learning environments.

**Total for 71100 - Regular Instruction Program:** \$1,262,128.00

**Total for all other Account Numbers:** \$3,288,548.51

**Total for all Account Numbers:** \$4,550,676.51

**Adjusted Allocation:** \$4,550,676.51

**Remaining:** \$0.00

Budget Detail

**Elizabethton (101) Public District - FY 2023 - Elementary and Secondary School Emergency Relief (ESSER) 3.0 - Rev 0 - Elementary and Secondary School Emergency Relief (ESSER) 3.0 Grant**

72120 - Health Services - \$50,000.00 ▼

Budget Detail		Narrative Description
<b>Account Number:</b>	72120 - Health Services	<p>As a result of the COVID-19 Closures, the mental health and well-being of our students are more critical than ever. Our district will partner with Frontier Health to continue to provide a counselor to assist students who have been negatively impacted by the COVID-19 pandemic. We acknowledge the hardships associated with the pandemic have created educational and behavioral challenges for students, as well as their families. The mental health counselor will help students manage these stressors and provide mental health support in the school environment. (SY 23-24)</p>
<b>Line Item Number:</b>	312 - Contracts with Private Agencies	
<b>Focus Area:</b>	Providing Mental Health Supports	
<b>School Type:</b>	Traditional Public School	
<b>Optional:</b>	Mental Health Supports for Students...	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$50,000.00	
<b>Line Item Total:</b>	\$50,000.00	
<b>Total for 72120 - Health Services:</b>		\$50,000.00

<b>Total for all other Account Numbers:</b>	\$4,500,676.51
<b>Total for all Account Numbers:</b>	\$4,550,676.51
<b>Adjusted Allocation:</b>	\$4,550,676.51
<b>Remaining:</b>	\$0.00

Budget Detail

**Elizabethton (101) Public District - FY 2023 - Elementary and Secondary School Emergency Relief (ESSER) 3.0 - Rev 0 - Elementary and Secondary School Emergency Relief (ESSER) 3.0 Grant**

72130 - Other Student Support - \$71,355.00 ▼

Budget Detail		Narrative Description
<b>Account Number:</b>	72130 - Other Student Support	<p>Due to the disproportionate impact of COVID-19 on learning loss, new positions will be added to support students' social, emotional, mental, and academic needs.</p> <p>One FTE for a district social worker (SY 23-24) to promote and support students' academic and social success by assisting with mental health concerns, behavioral concerns, attendance intervention, positive behavioral support, academic support, and consultation with teachers, parents, and administrators.</p> <p>At this time, no personnel will be paid from this account in 22-23. Therefore, this social worker is not listed on the Personnel Details Chart.</p>
<b>Line Item Number:</b>	130 - Social Workers	
<b>Focus Area:</b>	Addressing Learning Loss: Coordinat...	
<b>School Type:</b>	Traditional Public School	
<b>Optional:</b>	Meeting Students' Academic, Social,...	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$53,765.00	
<b>Line Item Total:</b>	\$53,765.00	
<b>Account Number:</b>	72130 - Other Student Support	This line item would provide the necessary funds to pay social security for our social worker.

<b>Line Item Number:</b>	201 - Social Security
<b>Focus Area:</b>	Addressing Learning Loss: Coordinat...
<b>School Type:</b>	Traditional Public School
<b>Optional:</b>	Meeting Students' Academic, Social,...
<b>Optional Program Code:</b>	
<b>Location Code:</b>	Elizabethton (101)
<b>Quantity:</b>	1.00
<b>Cost:</b>	\$3,335.00
<b>Line Item Total:</b>	\$3,335.00
<b>Account Number:</b>	72130 - Other Student Support
<b>Line Item Number:</b>	204 - State Retirement
<b>Focus Area:</b>	Addressing Learning Loss: Coordinat...
<b>School Type:</b>	Traditional Public School
<b>Optional:</b>	Meeting Students' Academic, Social,...

This line item would provide the necessary funds to pay state retirement for our social worker.

<b>Optional Program Code:</b>	
<b>Location Code:</b>	Elizabethton (101)
<b>Quantity:</b>	1.00
<b>Cost:</b>	\$4,840.00
<b>Line Item Total:</b>	\$4,840.00
<b>Account Number:</b>	72130 - Other Student Support
<b>Line Item Number:</b>	206 - Life Insurance
<b>Focus Area:</b>	Addressing Learning Loss: Coordinat...
<b>School Type:</b>	Traditional Public School
<b>Optional:</b>	Meeting Students' Academic, Social,...
<b>Optional Program Code:</b>	
<b>Location Code:</b>	Elizabethton (101)
<b>Quantity:</b>	1.00
<b>Cost:</b>	\$90.00

This line item would provide the necessary funds to pay life insurance for our social worker.

<b>Line Item Total:</b>	\$90.00	
<b>Account Number:</b>	72130 - Other Student Support	<div style="border: 1px solid black; padding: 5px;"> <p>This line item would provide the necessary funds to pay medical insurance for our social worker.</p> </div>
<b>Line Item Number:</b>	207 - Medical Insurance	
<b>Focus Area:</b>	Addressing Learning Loss: Coordinat...	
<b>School Type:</b>	Traditional Public School	
<b>Optional:</b>	Meeting Students' Academic, Social,...	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$8,230.00	
<b>Line Item Total:</b>	\$8,230.00	
<b>Account Number:</b>	72130 - Other Student Support	<div style="border: 1px solid black; padding: 5px;"> <p>This line item would provide the necessary funds to pay dental insurance for our social worker.</p> </div>
<b>Line Item Number:</b>	208 - Dental Insurance	
<b>Focus Area:</b>	Addressing Learning Loss: Coordinat...	

<b>School Type:</b>	Traditional Public School
<b>Optional:</b>	Meeting Students' Academic, Social,...
<b>Optional Program Code:</b>	
<b>Location Code:</b>	Elizabethton (101)
<b>Quantity:</b>	1.00
<b>Cost:</b>	\$315.00
<b>Line Item Total:</b>	\$315.00
<b>Account Number:</b>	72130 - Other Student Support
<b>Line Item Number:</b>	212 - Employer Medicare
<b>Focus Area:</b>	Addressing Learning Loss: Coordinat...
<b>School Type:</b>	Traditional Public School
<b>Optional:</b>	Meeting Students' Academic, Social,...
<b>Optional Program Code:</b>	
<b>Location</b>	Elizabethton (101)

This line item would provide the necessary funds to pay employer medicare for our social worker.

**Code:**

**Quantity:**

1.00

**Cost:**

\$780.00

**Line Item  
Total:**

\$780.00

**Total for 72130 - Other Student Support:**

\$71,355.00

**Total for all other Account Numbers:**

\$4,479,321.51

**Total for all Account Numbers:**

\$4,550,676.51

**Adjusted Allocation:**

\$4,550,676.51

**Remaining:**

\$0.00

Budget Detail

**Elizabethton (101) Public District - FY 2023 - Elementary and Secondary School Emergency Relief (ESSER) 3.0 - Rev 0 - Elementary and Secondary School Emergency Relief (ESSER) 3.0 Grant**

72210 - Support Services/Regular Instruction Program - \$248,312.00 ▼

Budget Detail		Narrative Description
<b>Account Number:</b>	72210 - Support Services/Regular Instruction Program	<p>Due to the disproportionate impact of COVID-19 on learning loss, new positions will be added to support students' social, emotional, mental, and academic needs.</p> <p>One FTE for Federal Programs Assistant/ESSER Grant Manager to support and provide services essential to maintaining and completing budgetary requirements for ESSER funding and other Federal Programs Grants for SY 22-23 and 23-24.</p>
<b>Line Item Number:</b>	189 - Other Salaries & Wages	
<b>Focus Area:</b>	Administrative Cost	
<b>School Type:</b>	Traditional Public School	
<b>Optional:</b>	Operational Continuity and Other Al...	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$124,500.00	
<b>Line Item Total:</b>	\$124,500.00	
<b>Account Number:</b>	72210 - Support Services/Regular Instruction Program	<p>Due to the disproportionate impact of COVID-19 on learning loss, new positions will be added to support students' social,</p>

<b>Line Item Number:</b>	189 - Other Salaries & Wages	<p>emotional, mental, and academic needs.</p> <p>One FTE for a District Implementation Coach to support planning and implementation work related to ESSER funds for SY 23-24.</p> <p>At this time, no personnel will be paid from this account in 22-23. Therefore, this position is not listed on the Personnel Details Chart.</p>
<b>Focus Area:</b>	Addressing Learning Loss: Coordinat...	
<b>School Type:</b>	Traditional Public School	
<b>Optional:</b>	Meeting Students' Academic, Social,...	
<b>Optional Program Code:</b>	ESSER Planning Grant	
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$66,940.00	
<b>Line Item Total:</b>	\$66,940.00	
<b>Account Number:</b>	72210 - Support Services/Regular Instruction Program	
<b>Line Item Number:</b>	201 - Social Security	<p>This line item would provide the necessary funds to pay social security for our Federal Programs Assistant/ESSER Grant Manager.</p>
<b>Focus Area:</b>	Administrative Cost	
<b>School Type:</b>	Traditional Public School	
<b>Optional:</b>	Operational Continuity and Other Al...	

<b>Optional Program Code:</b>	
<b>Location Code:</b>	Elizabethton (101)
<b>Quantity:</b>	1.00
<b>Cost:</b>	\$7,720.00
<b>Line Item Total:</b>	\$7,720.00
<b>Account Number:</b>	72210 - Support Services/Regular Instruction Program
<b>Line Item Number:</b>	201 - Social Security
<b>Focus Area:</b>	Addressing Learning Loss: Coordinat...
<b>School Type:</b>	Traditional Public School
<b>Optional:</b>	Meeting Students' Academic, Social,...
<b>Optional Program Code:</b>	ESSER Planning Grant
<b>Location Code:</b>	Elizabethton (101)
<b>Quantity:</b>	1.00
<b>Cost:</b>	\$4,150.00

This line item would provide the necessary funds to pay social security for our District Implementation Coach.

<b>Line Item Total:</b>	\$4,150.00	
<b>Account Number:</b>	72210 - Support Services/Regular Instruction Program	<p>This line item would provide the necessary funds to pay state retirement for our Federal Programs Assistant/ESSER Grant Manager.</p>
<b>Line Item Number:</b>	204 - State Retirement	
<b>Focus Area:</b>	Administrative Cost	
<b>School Type:</b>	Traditional Public School	
<b>Optional:</b>	Operational Continuity and Other Al...	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$10,820.00	
<b>Line Item Total:</b>	\$10,820.00	
<b>Account Number:</b>	72210 - Support Services/Regular Instruction Program	<p>This line item would provide the necessary funds to pay state retirement for our District Implementation Coach.</p>
<b>Line Item Number:</b>	204 - State Retirement	
<b>Focus Area:</b>	Addressing Learning Loss: Coordinat...	

<b>School Type:</b>	Traditional Public School
<b>Optional:</b>	Meeting Students' Academic, Social,...
<b>Optional Program Code:</b>	ESSER Planning Grant
<b>Location Code:</b>	Elizabethton (101)
<b>Quantity:</b>	1.00
<b>Cost:</b>	\$5,820.00
<b>Line Item Total:</b>	\$5,820.00
<b>Account Number:</b>	72210 - Support Services/Regular Instruction Program
<b>Line Item Number:</b>	206 - Life Insurance
<b>Focus Area:</b>	Administrative Cost
<b>School Type:</b>	Traditional Public School
<b>Optional:</b>	Operational Continuity and Other AI...
<b>Optional Program Code:</b>	
<b>Location</b>	Elizabethton (101)

This line item would provide the necessary funds to pay life insurance for our Federal Programs Assistant/ESSER Grant Manager.

<b>Code:</b>		
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$180.00	
<b>Line Item Total:</b>	\$180.00	
<b>Account Number:</b>	72210 - Support Services/Regular Instruction Program	<div style="border: 1px solid black; padding: 5px;"> <p>This line item would provide the necessary funds to pay life insurance for our District Implementation Coach.</p> </div>
<b>Line Item Number:</b>	206 - Life Insurance	
<b>Focus Area:</b>	Addressing Learning Loss: Coordinat...	
<b>School Type:</b>	Traditional Public School	
<b>Optional:</b>	Meeting Students' Academic, Social,...	
<b>Optional Program Code:</b>	ESSER Planning Grant	
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$90.00	
<b>Line Item Total:</b>	\$90.00	
<b>Account Number:</b>	72210 - Support Services/Regular Instruction Program	<div style="border: 1px solid black; padding: 5px;"> <p>This line item would provide the necessary funds to pay medical insurance for our Federal Programs</p> </div>

Assistant/ESSER Grant Manager.

207 - Medical Insurance

Administrative Cost

Traditional Public School

Operational Continuity and Other Al...

Optional Program Code:

Location Code: Elizabethton (101)

Quantity: 1.00

Cost: \$16,142.00

Line Item Total: \$16,142.00

Account Number: 72210 - Support Services/Regular Instruction Program

Line Item Number: 207 - Medical Insurance

Focus Area: Addressing Learning Loss: Coordinat...

School Type: Traditional Public School

Optional: Meeting Students' Academic, Social,...

This line item would provide the necessary funds to pay medical insurance for our District Implementation Coach.

Optional Program Code: ESSER Planning Grant

Location Code: Elizabethton (101)

Quantity: 1.00

Cost: \$8,230.00

Line Item Total: \$8,230.00

Account Number: 72210 - Support Services/Regular Instruction Program

Line Item Number: 208 - Dental Insurance

Focus Area: Administrative Cost

School Type: Traditional Public School

Optional: Operational Continuity and Other Al...

Optional Program Code:

Location Code: Elizabethton (101)

Quantity: 1.00

Cost: \$630.00

This line item would provide the necessary funds to pay dental insurance for our Federal Programs Assistant/ESSER Grant Manager.

<b>Line Item Total:</b>	\$630.00	
<b>Account Number:</b>	72210 - Support Services/Regular Instruction Program	<p>This line item would provide the necessary funds to pay dental insurance for our District Implementation Coach.</p>
<b>Line Item Number:</b>	208 - Dental Insurance	
<b>Focus Area:</b>	Addressing Learning Loss: Coordinat...	
<b>School Type:</b>	Traditional Public School	
<b>Optional:</b>	Meeting Students' Academic, Social,...	
<b>Optional Program Code:</b>	ESSER Planning Grant	
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$315.00	
<b>Line Item Total:</b>	\$315.00	
<b>Account Number:</b>	72210 - Support Services/Regular Instruction Program	<p>This line item would provide the necessary funds to pay employer medicare for our Federal Programs Assistant/ESSER Grant Manager.</p>
<b>Line Item Number:</b>	212 - Employer Medicare	
<b>Focus Area:</b>	Administrative Cost	

<b>School Type:</b>	Traditional Public School
<b>Optional:</b>	Operational Continuity and Other AI...
<b>Optional Program Code:</b>	
<b>Location Code:</b>	Elizabethton (101)
<b>Quantity:</b>	1.00
<b>Cost:</b>	\$1,805.00
<b>Line Item Total:</b>	\$1,805.00
<b>Account Number:</b>	72210 - Support Services/Regular Instruction Program
<b>Line Item Number:</b>	212 - Employer Medicare
<b>Focus Area:</b>	Addressing Learning Loss: Coordinat...
<b>School Type:</b>	Traditional Public School
<b>Optional:</b>	Meeting Students' Academic, Social,...
<b>Optional Program Code:</b>	ESSER Planning Grant
<b>Location</b>	Elizabethton (101)

This line item would provide the necessary funds to pay employer medicare for our District Implementation Coach.

<b>Code:</b>		
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$970.00	
<b>Line Item Total:</b>	\$970.00	
<b>Total for 72210 - Support Services/Regular Instruction Program:</b>		\$248,312.00
<b>Total for all other Account Numbers:</b>		\$4,302,364.51
<b>Total for all Account Numbers:</b>		\$4,550,676.51
<b>Adjusted Allocation:</b>		\$4,550,676.51
<b>Remaining:</b>		\$0.00

Budget Detail

**Elizabethton (101) Public District - FY 2023 - Elementary and Secondary School Emergency Relief (ESSER) 3.0 - Rev 0 - Elementary and Secondary School Emergency Relief (ESSER) 3.0 Grant**

72250 - Education Technology - \$75,960.00 ▼

Budget Detail		Narrative Description
<b>Account Number:</b>	72250 - Education Technology	<p>One FTE for an Instructional Technology Coach (SY 23/24) to support teachers with technology integration. Prior to the pandemic, our district did not employ a person to support our teachers with instructional technology integration. With the move to blended learning and distance learning, it has become evident that teacher support is a significant need. The technology coach will continue to support our teachers with the Learning Management System and all the new programs implemented to support distance learning if needed. This position would continue to provide professional development for our teachers through large groups, small groups, and job-embedded activities. This position will continue to build the capacity of our Learning Leaders in each building to support colleagues on a daily basis.</p> <p>At this time, no personnel will be paid from this account in 22-23. Therefore, this position is not listed on the Personnel Details Chart.</p>
<b>Line Item Number:</b>	138 - Instructional Computer Personnel	
<b>Focus Area:</b>	Conducting Other Necessary Activiti...	
<b>School Type:</b>	Traditional Public School	
<b>Optional:</b>	Meeting Students' Academic, Social,...	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$57,865.00	
<b>Line Item Total:</b>	\$57,865.00	
<b>Account Number:</b>	72250 - Education Technology	<p>This line item would provide the necessary funds to pay social security for our technology coach.</p>

<b>Line Item Number:</b>	201 - Social Security
<b>Focus Area:</b>	Conducting Other Necessary Activiti...
<b>School Type:</b>	Traditional Public School
<b>Optional:</b>	Meeting Students' Academic, Social,...
<b>Optional Program Code:</b>	
<b>Location Code:</b>	Elizabethton (101)
<b>Quantity:</b>	1.00
<b>Cost:</b>	\$3,590.00
<b>Line Item Total:</b>	\$3,590.00
<b>Account Number:</b>	72250 - Education Technology
<b>Line Item Number:</b>	204 - State Retirement
<b>Focus Area:</b>	Conducting Other Necessary Activiti...
<b>School Type:</b>	Traditional Public School
<b>Optional:</b>	Meeting Students' Academic, Social,...

This line item would provide the necessary funds to pay state retirement for our technology coach.

<b>Optional Program Code:</b>	
<b>Location Code:</b>	Elizabethton (101)
<b>Quantity:</b>	1.00
<b>Cost:</b>	\$5,030.00
<b>Line Item Total:</b>	\$5,030.00
<b>Account Number:</b>	72250 - Education Technology
<b>Line Item Number:</b>	206 - Life Insurance
<b>Focus Area:</b>	Conducting Other Necessary Activiti...
<b>School Type:</b>	Traditional Public School
<b>Optional:</b>	Meeting Students' Academic, Social,...
<b>Optional Program Code:</b>	
<b>Location Code:</b>	Elizabethton (101)
<b>Quantity:</b>	1.00
<b>Cost:</b>	\$90.00

This line item would provide the necessary funds to pay life insurance for our technology coach.

<b>Line Item Total:</b>	\$90.00	
<b>Account Number:</b>	72250 - Education Technology	<p>This line item would provide the necessary funds to pay medical insurance for our technology coach.</p>
<b>Line Item Number:</b>	207 - Medical Insurance	
<b>Focus Area:</b>	Conducting Other Necessary Activiti...	
<b>School Type:</b>	Traditional Public School	
<b>Optional:</b>	Meeting Students' Academic, Social,...	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$8,230.00	
<b>Line Item Total:</b>	\$8,230.00	
<b>Account Number:</b>	72250 - Education Technology	<p>This line item would provide the necessary funds to pay dental insurance for our technology coach.</p>
<b>Line Item Number:</b>	208 - Dental Insurance	
<b>Focus Area:</b>	Conducting Other Necessary Activiti...	

<b>School Type:</b>	Traditional Public School
<b>Optional:</b>	Meeting Students' Academic, Social,...
<b>Optional Program Code:</b>	
<b>Location Code:</b>	Elizabethton (101)
<b>Quantity:</b>	1.00
<b>Cost:</b>	\$315.00
<b>Line Item Total:</b>	\$315.00
<b>Account Number:</b>	72250 - Education Technology
<b>Line Item Number:</b>	212 - Employer Medicare
<b>Focus Area:</b>	Conducting Other Necessary Activiti...
<b>School Type:</b>	Traditional Public School
<b>Optional:</b>	Meeting Students' Academic, Social,...
<b>Optional Program Code:</b>	
<b>Location</b>	Elizabethton (101)

This line item would provide the necessary funds to pay employer medicare for our technology coach.

**Code:**

**Quantity:**

1.00

**Cost:**

\$840.00

**Line Item  
Total:**

\$840.00

**Total for 72250 - Education Technology:**

\$75,960.00

**Total for all other Account Numbers:**

\$4,474,716.51

**Total for all Account Numbers:**

\$4,550,676.51

**Adjusted Allocation:**

\$4,550,676.51

**Remaining:**

\$0.00

Budget Detail

**Elizabethton (101) Public District - FY 2023 - Elementary and Secondary School Emergency Relief (ESSER) 3.0 - Rev 0 - Elementary and Secondary School Emergency Relief (ESSER) 3.0 Grant**

76100 - Regular Capital Outlay - \$2,842,000.00 ▼

Budget Detail		Narrative Description
<b>Account Number:</b>	76100 - Regular Capital Outlay	<p>Asbestos Removal, HVAC, Windows, Lighting, Electrical, Plumbing, Floor Tile Upgrades, and Architectural Fees at Harold McCormick Elementary School HME is in need of many upgrades, including energy-efficient windows and updated HVAC units. A major portion of the building is over 60 years old and needs some electrical, lighting and plumbing upgrades. This work has been delayed by the costly nature of removing encapsulated asbestos from the building. This has created a deferred maintenance issue in several systems throughout the school. This project would allow us to improve the energy efficiency of the building, improve the overall learning environment, and improve the indoor air quality of the facility.</p>
<b>Line Item Number:</b>	707 - Building Improvements	
<b>Focus Area:</b>	Addressing Facility Needs and Defer...	
<b>School Type:</b>	Traditional Public School	
<b>Optional:</b>	Addressing Physical Health and Safe...	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$2,842,000.00	
<b>Line Item Total:</b>	\$2,842,000.00	
<b>Total for 76100 - Regular Capital Outlay:</b>		<b>\$2,842,000.00</b>

<b>Total for all other Account Numbers:</b>	\$1,708,676.51
<b>Total for all Account Numbers:</b>	\$4,550,676.51
<b>Adjusted Allocation:</b>	\$4,550,676.51
<b>Remaining:</b>	\$0.00

Budget Detail

**Elizabethton (101) Public District - FY 2023 - Elementary and Secondary School Emergency Relief (ESSER) 3.0 - Rev 0 - Elementary and Secondary School Emergency Relief (ESSER) 3.0 Grant**  
 99100 - Transfers Out - \$921.51 ▼

Budget Detail		Narrative Description
<b>Account Number:</b>	99100 - Transfers Out	Indirect cost transfer
<b>Line Item Number:</b>	504 - Indirect Cost	
<b>Focus Area:</b>	Indirect Cost	
<b>School Type:</b>	Traditional Public School	
<b>Optional:</b>	Operational Continuity and Other Al...	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$921.51	
<b>Line Item Total:</b>	\$921.51	
<b>Total for 99100 - Transfers Out:</b>		\$921.51

<b>Total for all other Account Numbers:</b>	\$4,549,755.00
<b>Total for all Account Numbers:</b>	\$4,550,676.51
<b>Adjusted Allocation:</b>	\$4,550,676.51
<b>Remaining:</b>	\$0.00

Budget Overview

**Elizabethton (101) Public District - FY 2023 - Elementary and Secondary School Emergency Relief (ESSER) 3.0 - Rev 0 - Elementary and Secondary School Emergency Relief (ESSER) 3.0 Grant**

Indirect Cost	
Total Contributing to Indirect Cost	\$1,707,755.00
Indirect Cost Rate	17.31%
Maximum Allowed for Indirect Cost	\$252,128.46

Filter by Location: All - \$4,550,676.51 ▼

Account Number	71100 - Regular Instruction Program	72120 - Health Services	72130 - Other Student Support	72210 - Support Services/Regular Instruction Program	72250 - Education Technology	76100 - Regular Capital Outlay	99100 - Transfers Out	Total
116 - Teachers	589,493.00							589,493.00
130 - Social Workers			53,765.00					53,765.00
138 - Instructional Computer Personnel				0.00	57,865.00			57,865.00
163 - Educational Assistants	259,870.00			0.00				259,870.00

Line Item Number	Account Number	71100 - Regular Instruction Program	72120 - Health Services	72130 - Other Student Support	72210 - Support Services/Regular Instruction Program	72250 - Education Technology	76100 - Regular Capital Outlay	99100 - Transfers Out	Total
189 - Other Salaries & Wages		0.00	0.00	0.00	191,440.00	0.00			191,440.00
201 - Social Security		52,665.00	0.00	3,335.00	11,870.00	3,590.00			71,460.00
204 - State Retirement		78,985.00	0.00	4,840.00	16,640.00	5,030.00			105,495.00
206 - Life Insurance		1,485.00	0.00	90.00	270.00	90.00			1,935.00
207 - Medical Insurance		178,070.00	0.00	8,230.00	24,372.00	8,230.00			218,902.00
208 - Dental Insurance		11,240.00	0.00	315.00	945.00	315.00			12,815.00
212 - Employer Medicare		12,320.00	0.00	780.00	2,775.00	840.00			16,715.00
312 - Contracts with Private Agencies		0.00	50,000.00		0.00				50,000.00
471 - Software		78,000.00	0.00	0.00	0.00	0.00			78,000.00
504 - Indirect Cost								921.51	921.51
707 - Building Improvements							2,842,000.00		2,842,000.00

Account Number	71100 - Regular Instruction Program	72120 - Health Services	72130 - Other Student Support	72210 - Support Services/Regular Instruction Program	72250 - Education Technology	76100 - Regular Capital Outlay	99100 - Transfers Out	Total
Line Item Number								
<b>Total</b>	1,262,128.00	50,000.00	71,355.00	248,312.00	75,960.00	2,842,000.00	921.51	4,550,676.51
	<b>Adjusted Allocation</b>							4,550,676.51
	<b>Remaining</b>							0.00

Spending Plan

**Elizabethton (101) Public District - FY 2023 - Elementary and Secondary School Emergency Relief (ESSER) 3.0 - Rev 0 - Elementary and Secondary School Emergency Relief (ESSER) 3.0 Grant**

**All activities from the LEA's budget should be reflected in the spending plan.**

\* The LEA assures the amount listed below in the box as expended on Address Learning Loss in FY22 is correct and documentation is available at the local level for monitoring and oversight.

After analyzing and repurposing other funding sources, justify the spending plan for the American Rescue Plan Act (ARPA) funds aligned with the needs and the comprehensive LEA-level plan. For each of the applicable focus areas below, verify the amount, and explain how each focus area addresses the needs. The amounts should not exceed the LEA's allocation.

**1. Addressing Learning Loss: Coordinators, Summer, Supplemental After School, and Tutoring**

**Learning Loss Calculation** (LEAs must spend a minimum of 20%, across the life of the grant, on Addressing Learning Loss)

\$5,659,315.09	Original Allocation
\$ 1131863.018	20% to be expended on <u>Addressing Learning Loss</u> .
* \$ 665,298.08	How much was expended on Addressing Learning Loss in <u>FY22</u> ?
\$ 466,564.94	The remaining minimum amount based on the LEA original allocation minus the amount expended on Addressing Learning Loss in FY22.

\$ 1,341,998.00 Amount

The amount box auto-populates based on inputs from the Budget Page.

Describe how the proposed activities/use of funds supports the focus area and how the effectiveness of the activities will be assessed.

Elizabethton City Schools will mitigate learning loss with six additional teaching positions at our five schools. This includes one ELA classroom size reduction teacher at Elizabethton High School, one math classroom size reduction teacher at T.A. Dugger Jr. High School, and four school-based learning loss interventionists to instruct students in Tier II and Tier III intervention at East Side, Harold McCormick, and West Side Elementary Schools. We will also add a math teacher tutor and tutoring assistant at Elizabethton High School and maintain our District Implementation Coach to provide district-wide programmatic planning and implementation support for ESSER funded programs. Learning loss will also be addressed with a full time district-wide school social worker to support students' social, emotional and academic needs.

The addition of two classroom size reduction teachers at EHS (English I and II) and TAD (Grades 7 and 8) will reduce the number of students per teacher at the two schools. This will accelerate academic achievement for all students, but especially with our underrepresented student subgroups. Classrooms with fewer students allow teachers to build meaningful relationships with their students and understand their students' specific instructional needs. This enables teachers to personalize instruction, which in turn will improve academic achievement. The math teacher tutor and tutoring assistant at EHS will provide intervention for students needing additional assistance based on benchmark and state testing data. Student outcomes for these activities will be measured through enCASE/MasteryConnect throughout the year and with the EOC assessments at EHS and TCAP for 7th and 8th grades.

Adding four elementary school-based learning loss interventionists at ESE HME and WSE will enhance our elementary intervention program by allowing us to serve more students in our Tier II and III intervention programs at each school. They will provide targeted teaching to address learning loss for our underrepresented student subgroups and help struggling students succeed in reaching target goals. We will utilize the universal screener AIMSweb to benchmark our students three times per year. The interventionists will review AIMSweb data to develop an instructional plan for each student that supports closing learning loss gaps created by COVID-19. Students identified for Tier II and III will receive targeted and intensive interventions based on individual needs. Weekly progress monitoring will determine if a student is making progress towards his or her target goal. Benchmark data will be reviewed to determine Interventionists' effectiveness on the targeted students they serve.

The addition of four TN All-Corps tutoring teachers and fifteen tutoring instructional assistants at four schools will provide our students access to high dosage, low-ratio tutoring over a three-year period to significantly increase student achievement over the next three years. Our tutoring teachers and assistants will work with students at

ESE, HME, WSE, and TAD during our structured intervention blocks during the school day. Student achievement will be measured through progress monitoring, benchmark data and TCAPs when applicable at grade level.

We will maintain the addition of our District Implementation Coach (SY23-24) to support ESSER funded programs (early literacy instruction and TN All Corps tutoring) district-wide. Our implementation coach provides professional development in the TN Foundational Skills Curriculum, supports school leaders and teachers with implementation of TNFSCS, assists schools in the identification of students served in TN All Corps tutoring, assists teachers in developing benchmark assessments, and monitors AIMSweb and ESGI data to ensure progress with Foundational Literacy Skills. Student achievement will be measured through progress monitoring, benchmark data, and 3rd grade TCAPs. Program effectiveness will be measured by documentation of professional development sessions; individual and small group planning, data, and monitoring sessions; a review of resources provided to support teachers with early literacy implementation; and teacher/administrator surveys.

Our social worker will promote and support students' academic success by assisting with attendance intervention, positive behavioral support, academic support and consultation with teachers, parents, and administrators. The effectiveness of our social worker will be measured by a review of student grades, school attendance, office referrals, and referrals to outside agencies. Teacher and administrative surveys will also be utilized to measure the social worker's effectiveness.

**2. Addressing Learning Acceleration: Summer, Supplemental After School, and Tutoring**

\$ 0.00 Amount

The amount box auto-populates based on inputs from the Budget Page.

Describe how the proposed activities/use of funds supports the focus area and how the effectiveness of the activities will be assessed.

**3. Addressing Facility Needs and Deferred Maintenance/Infrastructure**

\$ 2,842,000.00 Amount

The amount box auto-populates based on inputs from the Budget Page.

**NOTE:** Items in this category will require more extensive rationale/support.

Describe how the proposed activities/use of funds supports the focus area and how the effectiveness of the activities will be assessed.

We will address facility needs and deferred maintenance/infrastructure by funding asbestos removal, HVAC, windows, lighting, electrical, plumbing, floor tile upgrades, and architectural fees at Harold McCormick Elementary School. HME needs many upgrades, including energy-efficient windows and updated HVAC units. A major portion of the building is over 60 years old and needs some electrical, lighting, and plumbing upgrades. This work has been delayed by the costly nature of removing encapsulated asbestos from the building. This has created a deferred maintenance issue in several systems throughout the school. This project would allow us to improve the energy efficiency of the building, improve the overall learning environment, and improve the indoor air quality of the facility. The effectiveness of these activities can be measured by staff and student survey responses, as well as student and staff attendance rates before and after the renovations. We can also evaluate energy costs and fresh air intake before and after the renovation.

#### 4. Purchasing Education Technology (including hardware, software, and connectivity)

\$ 78,000.00 Amount

The amount box auto-populates based on inputs from the Budget Page.

Describe how the proposed activities/use of funds supports the focus area and how the effectiveness of the activities will be assessed.

We will address our education technology needs by purchasing Canvas LMS and CASE/MasteryConnect benchmark assessment software.

The Canvas Learning Management System provides a seamless and user-friendly interface for both the student and teacher. It provides a productive way for teachers to administer assignments and students to submit their work. It also allows the teachers to provide additional learning and support materials right at the student's fingertips. As a result of the pandemic, many students have discovered that online learning is a positive and productive model for them. Many students have excelled and thrived in the online environment. It is imperative that we take what we've learned during online instruction and integrate those opportunities into our daily instructional model. The effectiveness of Canvas will be measured by usage data as well as feedback on surveys from administrators,

teachers, students, and parents.

CASE/MasteryConnect is a competency-based learning platform that helps teachers identify levels of understanding, target students for intervention, and inform instruction. It provides our teachers with current formative assessment data to improve student outcomes immediately. Teachers efficiently identify which standards need reteaching and which students need remediation. We will utilize the data to determine student achievement and gaps and have the capability to complete these assessments in both in-person and remote learning environments. The effectiveness of CASE/MasteryConnect will be measured by comparing achievement data with TCAP outcomes as well as feedback from administrator and teacher surveys.

### 5. Addressing the Unique Needs of Special Populations

\$  Amount

The amount box auto-populates based on inputs from the Budget Page.

Describe how the proposed activities/use of funds supports the focus area and how the effectiveness of the activities will be assessed.

### 6. School Facility Repairs

\$  Amount

The amount box auto-populates based on inputs from the Budget Page.

Describe how the proposed activities/use of funds supports the focus area and how the effectiveness of the activities will be assessed.

### 7. Providing Mental Health Supports

\$  Amount

The amount box auto-populates based on inputs from the Budget Page.

Describe how the proposed activities/use of funds supports the focus area and how the effectiveness of the activities will be assessed.

will be assessed.

ECS will support students' social, emotional, mental, and academic needs with a mental health counselor who will promote and support student's academic success by addressing students' mental health concerns, behavioral concerns, and positive behavior support. We have seen an increase in the number of students who need support from a mental health counselor. Many students are struggling with pandemic related mental health issues. We will contract with Frontier Health to provide a mental health counselor to focus on student needs in grades PreK-5. This counselor will provide services and support as needed, such as one-on-one counseling or referrals for other, more intensive services. Teachers and staff have all received ACES training, so they can refer students when necessary. Many students will struggle with anxiety and the pressures to address their learning loss, so having a trained professional will be invaluable to our students. Effectiveness will be measured by the number of referrals and treatment outcomes based on a review of student grades, school attendance, and student progress during and after therapy. Teacher and administrative surveys will also be utilized to measure our mental health therapists' effectiveness.

### 8. High Quality Instructional Materials for Math Adoption

\$  Amount

The amount box auto-populates based on inputs from the Budget Page.

**NOTE:** Items in this category will require more extensive rationale/support.

Describe how the proposed activities/use of funds supports the focus area and how the effectiveness of the activities will be assessed.

### 9. High Quality Instructional Materials for Early Literacy

\$  Amount

The amount box auto-populates based on inputs from the Budget Page.

Describe how the proposed activities/use of funds supports the focus area and how the effectiveness of the activities will be assessed.

**10. Public Health Coordination and Protocols**

\$ 0.00 Amount

The amount box auto-populates based on inputs from the Budget Page.

Describe how the proposed activities/use of funds supports the focus area and how the effectiveness of the activities will be assessed.

**11. Conducting Other Necessary Activities**

\$ 75,960.00 Amount

The amount box auto-populates based on inputs from the Budget Page.

Describe how the proposed activities/use of funds supports the focus area and how the effectiveness of the activities will be assessed.

This activity will fund our Instructional Technology Coach (ITC) position. Teachers will continue to need support as we utilize digital and online resources and modes of instruction. Integrating all technology into instruction can be overwhelming, so this position will help bridge the gap and provide support and resources for teachers and staff as needed. This position will provide small group and individualized professional development activities, depending on the need and situation. This support will help to build the capacity of teachers to effectively integrate technology with their instruction. The effectiveness of the Instructional Technology Coach will be measured by documentation of ITC professional development sessions and teacher attendance; individual and group training session logs of the ITC; a review of resources provided by the ITC; as well as teacher and administrative surveys.

**12. Indirect Cost**

\$ 921.51 Amount

The amount box auto-populates based on inputs from the Budget Page.

**13. Administrative Cost**

\$ 161,797.00 Amount

The amount box auto-populates based on inputs from the Budget Page.

**Resources**

[USED Use of Funds Detail Appendix](#)

[ESSER 3.0 Technical Guide](#)

[Learning Loss Allowability Chart](#)

[Click here to open the Learning Loss Tool guide.](#)

[ESSER Checklist for LEAs](#)

LEA Program Details

**Elizabethton (101) Public District - FY 2023 - Elementary and Secondary School Emergency Relief (ESSER) 3.0 - Rev 0 - Elementary and Secondary School Emergency Relief (ESSER) 3.0 Grant**

**Administration Cost**

**Program Administration: The reasonable and necessary costs to manage the federal grant in a compliant and effective manner.**

**The LEA is not utilizing grant funds to administer the ESSER 3.0.** Provide a summary of how the grant program will be administered, including the title of the staff responsible for the grant administration, the FTE(s), and the other funding sources that will contribute to administrative staff salaries/benefits.

**The LEA is utilizing grant funds to administer the ESSER 3.0.**

**Systemwide Administration for ESSER 3.0 Grant Administration - Staff in this table are those who work in the central office on the direct administration of the grant.**

Systemwide Administration for LEAs Using ESSER 3.0 Funds for Direct Administration: Staff in this table are those who work in the central office on the direct administration of the grant. If the LEA is not using ESSER 3.0 funds for grant administration, do not enter staff in this table.

	Headcount	FTE
Administration	<input type="text"/>	<input type="text"/>
Resource Specialist	<input type="text"/>	<input type="text"/>
Program/Project Director	<input type="text"/>	<input type="text"/>

Other (specify) ESSER Grant Manager	1.00	1.00
Total	1.00	1.00

Will new positions be hired with these funds?  
 Yes  No

**If yes, ensure these positions are reflected above.**

Provide a brief description of the reasonable and necessary administrative activities and personnel. This includes the FTE and amount deducted from the grant.

Elizabethton City Schools employs one FTE ESSER Grant Manager to support and provide services essential to maintaining and completing budgetary requirements for ESSER funding and grant administration.

**Planning**

Reflect on the challenges that the LEA faced during the COVID-19 pandemic. What prioritized needs did the LEA identify during the pandemic?

Elizabethton City Schools faced learning loss challenges due to the COVID-19 pandemic.

As we closed school for COVID-19 in March 2020 we found that our system faced several challenges:

- We did not have enough student devices to support one-to-one online learning.
- We did not have laptops for teachers to utilize and support online learning.
- We did not have a consistent Learning Management System (LMS).
- There were insufficient internet connections for all students at home.
- Teachers and students were not trained or familiar with how to deliver and receive online courses.
- Teachers were not trained on how to address the social-emotional needs of students returning to school.
- Meeting the intensified social and emotional needs of students was challenging for our teachers and school counselors.
- School infrastructure improvements are necessary for health and safety measures.

As we returned to in-person learning in the Fall of 2020 we discovered more challenges:

- Student and teacher quarantines contributed to schedule disruptions which decreased the amount of time students had access to in-person instruction.
- Teachers provided distance learning instruction to students, but meeting the unique needs of students in this format was challenging.
- Social distancing policies influenced a hybrid (A/B) schedule for the first nine weeks of school which positively reduced the number of students at school for social distancing, but negatively impacted learning, social, and emotional needs as students were in person only two days per week.
- Students experienced learning loss due to school closure in March 2020 and the hybrid schedule in the Fall of 2020.
- Student and family needs were intensified throughout the pandemic impacting students' mental health.

Upon completion of the needs assessment we prioritized the following needs:

- Interventionists at the three elementary schools will serve more students during the RTI intervention blocks to mitigate learning loss and provide additional intervention instruction.
- Class size reduction teachers at the middle (TAD math) and high (EHS English) schools will enable teachers to accelerate academic achievement by serving fewer students per class.
- Teacher tutors and assistants will serve students identified through data monitoring to mitigate learning loss and increase growth and achievement.
- Mental health therapists will address our students' social, emotional, and academic needs.
- A school social worker will address the social, emotional, attendance, and academic needs of our students.
- An instructional technology coach will support our teachers by providing professional development and daily support for digital modes of instruction.
- The learning management system (Canvas) will provide students and teachers at EHS a well-established platform to deliver high-quality, student-centered learning experiences.
- The benchmark assessment tool will provide formative assessment data for teachers and administrators to measure student progress and achievement.
- The opportunity to complete some deferred maintenance on some of our infrastructures is critical in developing improved learning environments that promote student and staff safety, health, and well-being.

## **Learning Loss**

Provide information on how the LEA is measuring and addressing learning loss and how ESSER 3.0 funds will support

these measures. Please include an overview of the evidence-based interventions the LEA will implement to address learning for students.

Elizabethton City Schools continues to measure and address learning loss due to the impact of Covid-19. Our district administered SchoolNet assessments to measure standards students had not mastered from the previous school year. The data from SchoolNet was analyzed and missing standards were embedded into TIER I instruction. ECS has also utilized CASE/MasteryConnect Cyclone Checkpoints to measure students' proficiency predictability for TCAP and EOC assessments. The data from Cyclone Checkpoints has been and will be analyzed to aid in the development of action plans to remediate non-mastery standards. Teachers are creating standards-aligned assessments with the CASE/MasteryConnect benchmark program that monitors students' progress toward identified standards mastery. We are also utilizing our AIMSweb data to identify students who show a learning loss in reading and math skills. This data helps us to identify students who need intervention in TIER I, II, and III. Progress monitoring data through AIMSweb is also monitored on a 4.5-week basis to ensure students are progressing with these skills that may have been lost during the pandemic. The ESSER 3.0 funds will be utilized to continue our benchmark program to help us continue to identify learning loss in our students and the progress toward mastery of grade-level standards. Our ESSER funds will support personnel (interventionists, teacher tutors, class size reduction teachers, a district implementation coach, and school social worker) who will focus on measuring and addressing learning loss at all grades throughout the district.

We will mitigate learning loss with six additional teaching positions at our five schools. This includes one ELA classroom size reduction teacher at Elizabethton High School, one math classroom size reduction teacher at T.A. Dugger Jr. High School, and four school-based learning loss interventionists to instruct students in Tier II and Tier III intervention at East Side, Harold McCormick, and West Side Elementary Schools. We will also add a math teacher tutor and tutoring assistant at Elizabethton High School and maintain our District Implementation Coach to provide district-wide programmatic planning and implementation support for ESSER funded programs.

The addition of two classroom size reduction teachers at EHS (English I and II) and TAD (Grades 7 and 8) will reduce the number of students per teacher at the two schools. This will accelerate academic achievement for all students, but especially with our underrepresented student subgroups. Classrooms with fewer students allow teachers to build meaningful relationships with their students and understand their students' specific instructional needs. This enables teachers to personalize instruction, which in turn will improve academic achievement. A math teacher tutor and tutoring assistant at EHS will provide intervention for Algebra I students needing additional assistance based on benchmark and state testing data. Student outcomes for these activities will be measured through enCASE/MasteryConnect throughout the year and with the EOC assessments at EHS and TCAP for 7th and 8th grades.

Adding four elementary school-based learning loss interventionists at ESE HME and WSE will enhance our elementary intervention program by allowing us to serve more students in our Tier II and III intervention programs at each school. They will provide targeted teaching to address learning loss for our underrepresented student subgroups and help struggling students succeed in reaching target goals. We will utilize the universal screener AIMSweb to benchmark our students three times per year. The interventionists will review AIMSweb data to develop an instructional plan for each student that supports closing learning loss gaps created by COVID-19. Students identified for Tier II and III will receive targeted and intensive interventions based on individual needs. Weekly progress monitoring will determine if a student is making progress towards his or her target goal. Benchmark data will be reviewed to determine Interventionists' effectiveness on the targeted students they serve.

The addition of four TN All-Corps tutoring teachers and fifteen tutoring instructional assistants at four schools will provide our students access to high dosage, low-ratio tutoring over a three-year period to significantly increase student achievement over the next three years. Our tutoring teachers and assistants will work with students at ESE, HME, WSE, and TAD during our structured intervention blocks during the school day. Student achievement will be measured through progress monitoring, benchmark data, and TCAPs when applicable at grade level.

We will maintain the addition of our District Implementation Coach (SY23-24) to support ESSER funded programs (early literacy instruction and TN All Corps tutoring) district-wide. Our implementation coach provides professional development in the TN Foundational Skills Curriculum, supports school leaders and teachers with the implementation of TNFSCS, assists schools in identification of students served in TN All Corps tutoring, assists teachers in developing benchmark assessments, and monitors Aimsweb and ESGI data to ensure progress with Foundational Literacy Skills. Student achievement will be measured through progress monitoring, benchmark data, and 3rd grade TCAPs. Program effectiveness will be measured by documentation of professional development sessions; individual and small group planning, data, and monitoring sessions; a review of resources provided to support teachers with early literacy implementation; and teacher/administrator surveys.

A district-wide social worker will promote and support students' academic success by assisting with attendance intervention, positive behavioral support, academic support and consultation with teachers, parents, and administrators. The effectiveness of our social worker will be measured by a review of student grades, school attendance, office referrals, and referrals to outside agencies. Teacher and administrative surveys will also be utilized to measure the social worker's effectiveness.

## Oversight Plan

Summarize the LEA's plan for reporting, monitoring, and auditing supports and capacity related to ESSER 3.0 funds. Our ESSER budgets are entered and approved by the TN Department of Education. Utilizing our Universal Grant Guidance document for accounting purposes, each grant is given a separate sub-fund within the Federal Projects Fund of the system's financial software. Purchase Orders are issued for each purchase by local Board Policies. Proper quotes and board approvals are obtained as necessary. All Purchase Orders are checked to the details of the budget in ePlan before being issued. All invoices are signed to document the receipt of goods or services before payment was made. Checks are issued to vendors promptly. Requests for reimbursement of funds are made in ePlan after funds have been expended. When the funds are received through ACH, the revenue is recorded in the appropriate revenue account in the sub-fund of the Federal Projects Fund. Our district employees an ESSER Grant Manager to provide oversight of funds as required. The manager also completes data collection and monitoring during the grant period to ensure all funded items are implemented as designed. ESSER reporting information is shared with the community on our website and at school board meetings. ECS contracted with Blackburn, Childers, and Stegall through the Fiscal Pre-Monitoring Supports Grant to assist and confirm that policies/procedures are in place, current, and in alignment with LEA practices.

## Consultation with Stakeholders

Describe how the LEA will, in planning for the use of ARP ESSER funds, engage in meaningful consultation with stakeholders, including, but not limited to:

- i. students;
- ii. families;
- iii. school and district administrators (including special education administrators); and
- iv. teachers, principals, school leaders, other educators, school staff, and their unions.
- v. Tribes;
- vi. civil rights organizations (including disability rights organizations); and

vii. stakeholders representing the interests of children with disabilities, English learners, children experiencing homelessness, children and youth in foster care, migratory students, children who are incarcerated, and other underserved students.

\*

During our first year of planning, the district administrative team met with school administrators after they engaged with leadership groups within their schools. These groups included principals, assistant principals, instructional coaches, school counselors, and teachers (including those working with underrepresented student subgroups). They consulted on our plan for use of ESSER funds to meet the needs of learning loss and improve student achievement. The district team met to consider and prioritize the school leadership team's requests and developed a proposal for ESSER 3.0 expenditures. The ESSER 3.0 proposal was posted on the district website with an opportunity for all stakeholders to provide feedback through a survey. We utilized social media, call reach, and news media to communicate with stakeholders our desire for them to provide feedback on our ESSER 3.0 plan. With our call reach system, 4,137 calls were made to ECS families requesting them to complete the survey. Through social media (Facebook) we reached 4,372 followers informing them about the stakeholder survey. News media (Elizabethton Star, WBEJ, and WJHL) provided information to the public regarding the importance of stakeholder feedback and survey location. Mr. VanHuss (Director of Schools) met with students at EHS to review the plan and receive feedback. After the comment and feedback period, our ESSER Grant Manager reviewed and compiled the comments and suggestions. Next, district team leaders reviewed the comments and suggestions to consider the valuable feedback provided. Throughout this process the budget and plan were shared with the school board, city council, and community stakeholders at our June, July, and August school board meetings. Our school board meetings are open to all stakeholders including parents, school staff, students, and community leaders. Community members are given the opportunity to address the board at each monthly meeting. Our school board meetings are streamed live, and recordings are posted on our YouTube channel.

While reviewing ESSER funding and planning for SY23 we continued to engage our stakeholders for feedback on ESSER funded activities and programs. We have an ESSER information page on our district website that includes all plans in English and Spanish. An email address is provided for stakeholder feedback or questions regarding ESSER funds and programs. School administrators provided feedback on current ESSER funded programs' effectiveness in a survey specifically designed for future planning. We updated our initial community stakeholder survey to seek input from teachers, students, families, and special interest populations regarding activity and program effectiveness. This survey was administered in May of 2022 prior to the end of the school year and remained open throughout the summer. This allowed more engagement among our stakeholder groups especially

parents and students as we utilized social media to communicate our desire for feedback from stakeholders. Links to the survey were distributed to students via Canvas and Google Classroom at EHS and TAD which provided more opportunities for students to participate. Our director of schools also requested feedback from ECS school board members and city council members. Overall, the surveys and communication from stakeholders indicated positive feedback on the current funding focus and program effectiveness. Throughout this process, the ESSER budget and plans were shared with the school board, city council, and community stakeholders at school board meetings. Our school board meetings are open to all stakeholders including parents, school staff, students, and community leaders. Community members are given the opportunity to address the board at each monthly meeting. Our school board meetings are streamed live, and recordings are posted on our YouTube channel.

\* Provide an overview of how the public stakeholder input was considered in developing the LEA's plan for ARP ESSER funds.

The ESSER 3.0 proposal was posted on the district website with an opportunity for all stakeholders to provide feedback through surveys distributed each year. We utilized social media, call reach, news media, and our learning management systems to communicate with stakeholders our desire for them to provide feedback on our ESSER 3.0 plan. News media (Elizabethton Star, WBEJ, and WJHL) provided information to the public regarding the importance of stakeholder feedback and survey location. Mr. VanHuss (Director of Schools) met with students at EHS to review the plan and receive feedback. After the comment and feedback period, our ESSER Grant Manager reviewed and compiled comments and suggestions. Next, district team leaders met and reviewed the comments and suggestions to consider the valuable feedback provided for initial ESSER planning. Ongoing feedback from school administrators and community stakeholders provides district leaders input on the effectiveness of ESSER funded programs and activities.

### **Planning for the Use and Coordination of ARP ESSER Funds**

\* How will the LEA use the remaining ARP ESSER funds consistent with statutory requirements?

Elizabethton City Schools will spend ESSER funds consistently within the defined statutory requirements. Our focus areas include Addressing Learning Loss, Mental Health Supports, Facilities, and Other Necessary Activities. We submitted information in the spending plan to support district goals and to specifically focus closing achievement gaps for all students.

\* How the LEA will ensure that the ARP ESSER funded interventions, including but not limited to the 20% set-aside, will respond to the academic, social, emotional, and mental health needs of all students, and particularly those

students disproportionately impacted by the COVID-19 pandemic, including students from low-income families, students of color, English learners, children with disabilities, students experiencing homelessness, children and youth in foster care, and migratory students?

Elizabethton City Schools is attentively committed to responding to the academic, social, emotional, and mental health needs of all students due to the disproportionate impact of COVID-19. With our budgeted ESSER 3.0 funds and additional funding for participating in TN All Corps Elizabethton City Schools intends to spend at least 50% of that funding to address student learning loss. Elizabethton City Schools plans to mitigate learning loss with the addition of teachers by reducing class sizes at the middle and high schools as well as the addition of a teacher tutor and tutoring assistant in Algebra I at EHS. Four interventionists at the elementary schools will target underrepresented student subgroups in Tier II and III intervention. The addition of a district-wide social worker will increase mental health and social support services for our students as well as address attendance and academic success, particularly for those disproportionately impacted by the COVID-19 pandemic. Participation in TN All-Corps tutoring will provide our students access to high dosage, low ratio tutoring over a three-year period to significantly increase student achievement. An ESSER Planning Implementation Coach will provide support to early literacy teachers and TN All-Corps teachers and assistants with TN Foundational Skills Curriculum.

## **Resources**

[USED Use of Funds Detail Appendix](#)

[ESSER 3.0 Technical Guide](#)

[Learning Loss Allowability Chart](#)

[Click here to open the Learning Loss Tool guide.](#)

[ESSER Checklist for LEAs](#)

Personnel Details Systemwide

**Elizabethton (101) Public District - FY 2023 - Elementary and Secondary School Emergency Relief (ESSER) 3.0 - Rev 0 - Elementary and Secondary School Emergency Relief (ESSER) 3.0 Grant**

Systemwide Instruction & Support - Staff in this table are those who are supported with one-time funds and work across multiple school sites as needed. Personnel for grant administration already included on the Program Details page should not be included here. Stipends are not to be included in the Personnel Details pages.

	Headcount	FTE
Coaches / Consulting Teachers	<input type="text"/>	<input type="text"/>
Instructional Paraprofessionals	<input type="text"/>	<input type="text"/>
Non-Instructional Paraprofessionals	<input type="text"/>	<input type="text"/>
Interventionists	<input type="text"/>	<input type="text"/>
Parent and Family Engagement	<input type="text"/>	<input type="text"/>
Other (specify)	<input type="text"/>	<input type="text"/>
<b>Total</b>	<input type="text" value="0"/>	<input type="text" value="0"/>

**Resources**

[USED Use of Funds Detail Appendix](#)

[ESSER 3.0 Technical Guide](#)

Learning Loss Allowability Chart

ESSER Checklist for LEAs

Elizabethton (101) Public District - FY 2023 - Elementary and Secondary School Emergency Relief (ESSER) 3.0 - Rev 0 - Elementary and Secondary School Emergency Relief (ESSER) 3.0 Grant

Regular School-Year Staff Funded with One-Time Funds: Stipends are not to be included in the Personnel Details pages.

Teachers		Paraprofessionals		Interventionists		School Counselors		Parent and Family Engagement		Other 1 - Specify Teacher/Tutor/NAC		Other 2 - Specify Teacher/Reader/BPA		Other 3 - Specify Tutor/Asst/NAC		Other 4 - Specify Tutor/Asst/BPA		Total	
Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE
0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	4	2.16	0	0.00	10	5.40	0	0.00	14	7.56000000000000
0	0	0	0	0	0	0	0	0	0	4	2.16	0	0.00	10	5.40	0	0.00	14	7.56

Resources

- USED Use of Funds Detail Appendix
- ESSER 3.0 Technical Guide
- Learning Loss Allowability Chart
- ESSER Checklist for LEAs

Elizabethton (101) Public District - FY 2023 - Elementary and Secondary School Emergency Relief (ESSER) 3.0 Grant

Regular School-Year Staff Funded with One-Time Funds: Stipends are not to be included in the Personnel Details pages.

Teachers		Paraprofessionals		Interventionists		School Counselors		Parent and Family Engagement		Other 1 - Specify		Other 2 - Specify		Other 3 - Specify		Other 4 - Specify		Total		
Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	
0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Resources

USED Use of Funds Detail Appendix

ESSER 3.0 Technical Guide

Learning Loss Allowability Chart

ESSER Checklist for LEAs

Charter Schools Program Details

**Elizabethton (101) Public District - FY 2023 - Elementary and Secondary School Emergency Relief (ESSER) 3.0 - Rev 0 - Elementary and Secondary School Emergency Relief (ESSER) 3.0 Grant**

N/A: The LEA certifies that no public charter schools are geographically located in the district.

The following question must be answered by LEAs with charter schools. ARPA and specifically the ESSER 3.0 funds were intended to provide relief funding and support for all public schools - both traditional and charter. Additionally, all LEAs with charter schools can retrieve the Charter School Needs Assessment template from the Related Documents page, share the template with each charter school, and reupload all completed overviews prior to submitting this application for review and approval.

\* 1. LEAs receive a per-pupil allocation for students in public and charter schools. Outline the process used to ensure charter schools are receiving their proportionate share of ESSER 3.0 benefits to their traditional public school counterparts.

**Resources**

[USED Use of Funds Detail Appendix](#)

[ESSER 3.0 Technical Guide](#)

[Learning Loss Allowability Chart](#)

[ESSER Checklist for LEAs](#)

Related Documents

**Elizabethton (101) Public District - FY 2023 - Elementary and Secondary School Emergency Relief (ESSER) 3.0 - Rev 0 - Elementary and Secondary School Emergency Relief (ESSER) 3.0 Grant**

Optional Documents		
Type	Document Template	Document/Link
Charter School Needs Assessments: Only for LEAs That Have Charter Schools within Their Boundaries	<a href="#"> <u>Charter School Needs Assessment Template</u></a>	

Assurances

**Elizabethton (101) Public District - FY 2023 - Elementary and Secondary School Emergency Relief (ESSER) 3.0 - Rev 0 - Elementary and Secondary School Emergency Relief (ESSER) 3.0 Grant**

\* The local educational agency (LEA) hereby assures the state education agency (SEA) that the LEA meets each of the following conditions:

**Assurances**

1. The LEA shall to the greatest extent practicable, continue to pay its employees and contractors during the period of any disruptions or closures related to coronavirus.
2. **The LEA shall report spending progress and reimbursement request on a monthly basis to the Tennessee Department of Education, along with any other required documentation..**
3. The LEA must track in their standard accounting program ESSER 3.0 funds separately from ESSER 1.0 and 2.0 funds.
4. All programs, services, and activities covered by this Grant Application will be operated in accordance with state and federal laws, regulations, as well as approved policies and rules as established by the Tennessee State Board of Education and the Tennessee Department of Education. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards are available [here](#).
5. Expenditures will be in compliance with the standard accounting procedures and guidelines established by the Tennessee Department of Education, federal legislation, and [F&A Accounts Policy 03](#).
6. Recognize that state approval of an application does not relieve the LEA of its responsibility to comply with all applicable program and fiscal requirements.
7. Grant funds **will not** be expended in any manner other than as outlined in the budgeted section of the approved grant application. Funds **will** only be expended for allowable costs. Any changes to the original budget must be pre-approved by the department before line items are modified. The LEA acknowledges that this program is subject to funds availability and that the department reserves the right to terminate program activities and expenditures for convenience at any time.

8. Use fiscal control and fund accounting procedures that ensure proper disbursement of and accounting for federal funds paid to that agency under each program as noted in Cash Management Improvement Act (CMIA) 7211R rule.

9. Keep such records, and provide such information to the department, as may be reasonably required for fiscal audit, data reporting, and program evaluation.

10. Program activities, expenditures, and records shall be subject to monitoring by the department. LEAs must maintain documentation of all expenditures and should submit this documentation with the final report.

11. Activities should align with the intent and purpose of the ARPA Acts as outlined in the H.R. 748 legislation. Allowable services, activities, and expenditures funded with the ARPA Act align with the ESEA, IDEA, and Perkins, and other allowable programs shall be provided in compliance with established Federal and State Rules, Regulations, & Minimum Standards.

12. Special Education and Related Services will be provided in compliance with established Federal and State Rules, Regulations, & Minimum Standards.

13. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in any program or activity receiving Federal financial assistance;

14. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in any education program or activity receiving federal financial assistance; and

15. All regulations, guidelines, and standards issued by the Tennessee Department of Education and U.S. Department of Education under any of these statutes.

### **Charter Assurances (if applicable)**

The LEA will ensure that Charter Schools have an equal opportunity to participate to the full extent in the ARPA grant and will allocate per-pupil funds accordingly.

1. The LEA has a clear process for ensuring all applicable laws and regulations regarding ESEA, IDEA, and other programs and funding are followed in its authorized charter schools.

2. The charter school will comply with all requirements associated with the funding source as a condition for the state to receive any of the federal funds.

3. The charter school will maintain accurate and timely project records which document progress in implementing

this project, and which demonstrate compliance with all state and federal fiscal and program requirements.

4. Charter schools will receive reimbursements within three business days of the LEA receiving the reimbursement request allocation from the Tennessee Department of Education.
5. Charter plans submitted to the LEA must be approved within five business days and any non-approved plan must be sent Tennessee Department of Education, Division of Federal Programs and Oversight for a third-party review.

\* **Additional Assurances -The assurances below were added to the application in May 2021, in connection with the Safe Return to In-Person Instruction and Continuity of Services Plan. Check the box to agree.**

1. LEAs must develop and make publicly available their *ARP ESSER Funding Application* no later than **Aug. 1, 2021**. All plans must be made publicly available on the LEA's website and published on the Tennessee Department of Education's (department) website within thirty (30) days of approval.
2. All plans must be developed with meaningful public consultation with stakeholder groups (i.e., families, students, teachers, principals, school and district administrators, school leaders, other educators, school staff, advocacy organizations representing student groups). The consultation process must include an opportunity for input and meaning consideration of that input.
3. ESSER plans must be in an understandable and uniform format; to the extent practicable, written in a language that parents can understand or, if not practicable, orally interpreted; and upon request by a parent who is an individual with a disability, provided in an accessible format to that parent.
4. LEAs must **update** the *Safe Return to In-Person Instruction and Continuity of Services Plan* **at least every six months** through **Sept. 30, 2023**, seek public input on the plan and any revisions, and take such input into account. All revisions must include an explanation and rationale of why the revisions were made.

Elementary and Secondary School Emergency Relief (ESSER) 3.0 Checklist

**Elizabethton (101) Public District - FY 2023 - Elementary and Secondary School Emergency Relief (ESSER) 3.0 - Rev 0 - Elementary and Secondary School Emergency Relief (ESSER) 3.0 Checklist**

This checklist is a means of communication between the TDOE and LEAs regarding the allowability and allocability of the items submitted in the funding application. Please follow the steps below to ensure that the funding application contains items that are in compliance with program requirements.

- After the LEA submits the application, the TDOE will review the application and mark each section as OK, Not Applicable, or Attention Needed. If the application contains no items that are marked as Attention Needed, the application will be approved.
- If the application contains items that are marked as Needs Attention, the application will be returned to the LEA with a status of not approved. The LEA will review the checklist for items that are marked Attention Needed and make the necessary changes to those items. Only the checked items in the sections marked Attention Needed are to be corrected and/or explained. Each section marked Attention Needed also has a place where the TDOE may provide notes to explain items needing attention. The LEA should check for notes and additional comments.
- Once the LEA has made the necessary adjustments, the LEA will resubmit the application for approval. If the TDOE determines that the item has been corrected, Attention Needed will be changed to OK by the TDOE Reviewer. If the items needing attention still have not been corrected, the application will be returned again to the LEA with a status of Not Approved.
- Applications that contain no items that are marked Attention Needed will be approved.

**General Checklist Comment**

No comments have been made at this time

**Checklist Description** ([Collapse All](#) [Expand All](#))

<input type="checkbox"/>	<b>1. Cover Page</b>	OK	Debby Thompson	9/29/2022 10:42:33 AM
	1. Cover Page			
<input type="checkbox"/>	<b>2. Budget</b>	OK	Debby Thompson	9/29/2022 10:42:33 AM
	1. Budget			
<input type="checkbox"/>	<b>3. Spending Plan</b>	OK	Debby Thompson	9/29/2022 10:42:33 AM
	1. Spending Plan			
<input type="checkbox"/>	<b>4. Program Details</b>	OK	Debby Thompson	9/29/2022 10:42:34 AM
	1. Program Details			
<input type="checkbox"/>	<b>5. Personnel Details</b>	OK	Debby Thompson	9/29/2022 10:42:34 AM
	1. Systemwide			
	2. Regular School Year			
	3. Summer School			
<input type="checkbox"/>	<b>6. Charter Schools</b>	Not Applicable	Jerri Beth Nave	9/22/2022 6:41:30 AM
	1. Charter			
	2. Related Documents			

History Log

**Elizabethton (101) Public District - FY 2023 - Resilient School Communities Grant - Rev 0 - History Log**

Attention Needed	Date	User	Status (S)/Comment (C)	S/C
<input type="checkbox"/>	9/8/2022 2:58:25 PM	Richard Vanhuss	Agreed to "By submitting this automated application, the local education agency representatives assure that the application will be authorized by the board of education of the local education agency, and the undersigned representatives have been duly authorized by formal action of the board to file this application for, and on behalf of, the local education agency, and otherwise to act as the authorized representatives of the local education agency in connection with this application. By submitting this automated application, the local education agency is acknowledging that it understands and agrees to abide by the applicable assurances attached to this application."	C
	9/8/2022 2:58:25 PM	Richard Vanhuss	Status changed to 'LEA Authorized Representative Approved'.	S
	9/8/2022 2:56:40 PM	Beth Wilson	Status changed to 'LEA Fiscal Representative Approved'.	S
	9/8/2022 2:55:46 PM	Emily Brooks	Status changed to 'Draft Completed'.	S
	9/8/2022 2:30:04 PM	Emily Brooks	Status changed to 'Draft Started'.	S

Attention Needed	Date	User	Status (S)/Comment (C)	S/C
	8/17/2022 3:11:10 PM	Melissa Brown	Status changed to 'Not Started'.	S

Allocations

**Elizabethton (101) Public District - FY 2023 - Resilient School Communities Grant - Rev 0 - Allocations**

	(1)	Resilient Grant	Total
Original		\$0.00	\$0.00
Incoming Carryover		\$0.00	\$0.00
Outgoing Carryover		\$0.00	\$0.00
Reallocated		\$0.00	\$0.00
Additional		\$0.00	\$0.00
Released		\$0.00	\$0.00
Consortium		\$0.00	\$0.00
Forfeited		\$0.00	\$0.00
FER Released		\$0.00	\$0.00
<b>Total</b>		<b>\$0.00</b>	<b>\$0.00</b>

**Elizabethton (101) Public District - FY 2023 - Resilient School Communities Grant - Rev 0 - Contacts**

**Required Contacts**

This page is currently not accepting Contacts.

**Elizabethton (101) Public District - FY 2023 - Resilient School Communities Grant - Rev 0 - Resilient School Communities Grant Checklist**

Checklist cannot be viewed while the application is under review.

**Elizabethton (101) Public District - FY 2023 - Resilient School Communities Grant - Rev 0 - Resilient School Communities Grant**

**LEA ID#**

101

**LEA Name**

Elizabethton City Schools

**LEA Official Address**

**Street**

804 South Watauga Avenue

**City**

Elizabethton

**Zip Code**

37643

**Phone**

4235478000

**LEA Website**

<https://www.ecschools.net/>

**Director of Schools**

**Name**

Richard VanHuss

**Email**

Richard.Vanhuss@ecschoools.net

**Phone**

4235478000

**\* Resilient School Communities Grant Point of Contact**

**Name**

Emily Brooks

**Email**

emily.brooks@ecschoools.net

**Phone**

4235478000

**\* Unique Entity Identification (UEI)**

MP87VN3EF127

**Resources**

[Click here to open the allowability\\_guide.](#)

Section One: Mandatory Response Section

**Elizabethton (101) Public District - FY 2023 - Resilient School Communities Grant - Rev 0 - Resilient School Communities Grant**

\* Provide a 150 word or less summary of your district's grant application request, priorities addressed and the needs it will meet in the short and long term. These summaries will be used for announcement purposes.

For example: "XX School District is seeking \$250,000 from the Resilient School Communities Grant with \$125,000 (50%) allocated to the Building Resilient Schools priority. Costs will cover a district-level coordinator salary and benefits, books and training materials, training space, and costs associated with a staff care room. The district will allocate the other \$125,000 (50%) to hire two social workers and cover their benefits and salary for the 2022-2023 school year given the X% increase in student mental health referrals over the COVID-19 pandemic."

Elizabethton City Schools is seeking \$45,000 from the Resilient School Communities Grant with \$35,000 allocated to the Expand School-Based Initiatives & Supports priority. Costs will cover the creation of a new training center to better prepare faculty and staff to work with students who are facing trauma. The district will allocate the other \$10,000 to cover the contract of a part-time mental health and resilience coach to work with students.

1 Number of new school-based supports staff the district will hire because of the funding, Include all new part-time, full-time, contract, temporary (i.e., Resilient School Communities District-Level Coordinator, counselors, school psychologists, social workers, behavioral specialists).

For which priority or priorities are you submitting a Resilient School Communities Grant Application?

Your application may fall under multiple priorities. **Check all that apply:**

Expand School-Based Initiatives & Supports

Increase School-Based Supports Staff Capacity

Building Resilient School Communities

Only the districts applying for funds under the first priority of "Building Resilient School Communities" should answer the questions in this section. These are districts who commit to hiring a district-level coordinator (who can be funded through this grant) to implement trauma-informed practices in every school in the district with intensive supports from the Tennessee Department of Education. Please be sure to read the assurances for additional context and responsibilities of taking part in the Resilient School Communities district-wide trauma-informed practices work.

\* 1. All Resilient School Communities are required to have a district-level coordinator. Will the district fund this position with this grant or does this person currently work in the district?

Select... ▼

\* 2. Did any of the schools in your district participate in any of the following TDOE-offered trainings within the last school year?

Select... ▼

\* Check all that apply:

- Threat Assessment
- Positive Behavioral Interventions and Supports (only applies if you're part of the RTI2b project)
- Youth Mental Health First Aid
- Restorative Practices
- Building Strong Brains: Strategies for Educators

3. Districts selected to participate in the two-year Resilient School Communities program will require a team of 3-5 in each school building in the district with at least one being an administrator. Will your district level-coordinator be able to assemble these teams by early fall for training purposes?

Select... ▼

If no or unsure, please indicate the type of support needed.

Funding Coordination: Is your district receiving any additional relief funding for school-based mental health support?

**Check all that apply**

ESSER 1.0

ESSER 2.0

ESSER 3.0

ARF IDEA Part B

Other

**Resources**

[Click here to open the allowability guidance document.](#)

Section Two: School-Based Supports Project Narrative

**Elizabethton (101) Public District - FY 2023 - Resilient School Communities Grant - Rev 0 - Resilient School Communities Grant**

Provide a response to each of the following questions/prompts.

1. Please describe in detail how the COVID-19 pandemic has contributed to the need for this Resilient School Communities Grant request. Include relevant data, such as, but not limited to retention of staff, number of student referrals for health, student absences, survey data, and more.

Over the past two years, Elizabethton High School has conducted surveys with students to gauge the overall social, emotional, and mental well-being of our students. These surveys have included questions about how COVID has impacted them. In our most recent survey, which was conducted in May of 2022, 48% of students stated that COVID had either worsened their mental health somewhat or worsened it significantly. Only 11% of students stated that their mental health had improved since the beginning of the pandemic. Over two years since the pandemic began, and almost half of our students are still struggling with the mental health repercussions. The same survey asked students how clearly they felt like they were able to describe their feelings, with 15% of students stating that they can not describe them clearly at all. While this may not come across as a large number, when combined with the nearly 50% who are suffering with mental health problems, that is a large subset of students who are not sure how to express the mental distress in which they are living.

In addition, in the 2020-2021 school year, Elizabethton High School had a Chronic Absenteeism rate of 25.9% while TA Dugger Junior High had a rate of 17%. Elizabethton High School reports an increase of 40% in Counseling Center visits since the beginning of the pandemic.

\*

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impacted them. In our most recent survey, which was conducted in May of 2022, 48% of students stated that COVID had either worsened their mental health somewhat or worsened it significantly. Only 11% of students stated that their mental health had improved since the beginning of the pandemic. Over two years since the pandemic began, and almost half of our students are still struggling with the mental health repercussions. The same survey asked students how clearly they felt like they were able to describe their feelings, with 15% of students stating that they can not describe them clearly at all. While this may not come across as a large number, when combined with the nearly 50% who are suffering with mental health problems, that is a large subset of students who are not sure how to express the mental distress in which they are living.

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2. How will the funding from a Resilient School Communities Grant contribute to your ability to put supports (e.g., staffing, programs, strategies, training) in place to address the priorities of your district's LEA (Local Education Agency) Plan?

Please be as explicit as possible, including how this funding will improve what is named as priorities defined under Climate & Access, College & Career Readiness, Academic Achievement & Growth, and Educators, or listed as other needs.

\*

One of our district's priorities is providing a Safe, Supportive, and Healthy Environment for all students, faculty, and staff, with a specific priority being the care of student mental and emotional well-being. ESSER funds have allowed our district to put in extra supports for students through mental health counseling, college and career counselors, social workers, and a stronger coordinated school health program. Funding from the RSC grant would allow us to strengthen these supports through contracting with a resiliency expert, Jamie Winshop, to work with students in small group settings. It would also allow us to purchase necessary furnishings for a new training center that is currently being developed by the district. Furnishings for the training center would allow for small and large group training for faculty, staff, and students on emotional and mental well-being and trauma-informed practices across the district. The district coordinated school health coordinator, Emily Brooks, is a certified mental health first aid trainer and would

help oversee and conduct these trainings. This ties directly to our LEA priority of Professional Learning for Educators, including ensuring that educators know how to reach all students.

Through ESSER funds, Elizabethton High School has been able to hire two college and career counselors to help provide guidance to students as they prepare to transition out of their K-12 learning journey. RSC grant funds would again allow for the contracting of Jamie Winshop to help prepare students for the difficulties they will be facing once they graduate. This aligns with our priority for College and Career Readiness for all students.

\* 3. Besides your district's LEA Plan, what other data points or national, state, or regional contexts were considered in this proposal to address school-based student supports needs?

According to the CDC, "Research has shown that students who feel connected to their school are less likely to engage in many risk behaviors, including early sexual initiation, alcohol, tobacco, and other drug use, and violence and gang involvement."

Also, according to the CDC, "According to the new data, in 2021, more than a third (37%) of high school students reported they experienced poor mental health during the COVID-19 pandemic, and 44% reported they persistently felt sad or hopeless during the past year. The new analyses also describe some of the severe challenges youth encountered during the pandemic:

- More than half (55%) reported they experienced emotional abuse by a parent or other adult in the home, including swearing at, insulting, or putting down the student.
- 11% experienced physical abuse by a parent or other adult in the home, including hitting, beating, kicking, or physically hurting the student.
- More than a quarter (29%) reported a parent or other adult in their home lost a job.

\* 4. Do you anticipate any risk or challenges to implementing the strategies or initiatives you have named for funding?

Yes

If yes, what plans do you have to mitigate the risk or overcome those challenges?

One potential challenge in funding a part-time independent contractor to work as a mental health and resiliency coach is that there will not be funding for the position moving forward. If this position is successful, then Elizabethton City Schools can look to either move funding for the part-time position into the general budget, or work with our many community partners to seek assistance in keeping the position for future years.

**Resources**

[Click here to open the application guidance document.](#)

Section Three: Theory of Change

**Elizabethton (101) Public District - FY 2023 - Resilient School Communities Grant - Rev 0 - Resilient School Communities Grant**

Describe what the results of successful implementation will look like for district stakeholders using the chart template provided below. Make "If, then" statements to define what will be true if your implementation is successful.

**Chart Directions:** Complete three to five (3 - 5) "if, then" statements in the chart. Start with your 'if, then' statement and provide details on each statement in the columns next to it. See the *example* for guidance.

**Example:** If [district name] becomes a trauma-informed district and adds one new social worker, then we can reduce the amount of time students are chronically out of school by 1% district-wide through trauma informed strategy implementation.

If then Statement	Resources: financial, intellectual or structural - Resources may be financial (new or existing); intellectual (knowledge, skills, and expertise of partners); or structural (new or existing materials	Activities - Activities may include project components and implementation strategies	Outcomes - Outcomes should include final summative long-term outcomes for students, school/district, and project partners as well as three measurable milestones and benchmarks.
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<p>If Elizabethton City Schools hires a part-time mental health and resiliency coach, then district graduation rate will increase by .4%.</p>	<p>The newly hired part-time mental health and resiliency coach will work with the established positions of college and career counselor, guidance counselor, and mental health counselor. This new position will work with these positions to both learn about the school environment and also teach about best practices and provide outside expertise.</p>	<p>The mental health and resiliency coach will be supplementary to our already existing counseling structure. They will work with individuals and small groups to help provide targeted assistance in developing rigor and mechanisms for coping with situations that may trigger their trauma.</p>	<p>District graduation rate will increase by .4%.</p>
<p>If Elizabethton City Schools develops a training center and trains all faculty and staff on mental health first aid and trauma informed practices, then chronic absenteeism will decline by 1% district-wide.</p>	<p>We have a training location in development and this would allow for the completion of the training center and furnishings of the space. Our coordinated school health coordinator is certified in youth mental health first aid and a trauma informed practices trainer. We also have community partners at the local health department and Carter County Drug Prevention Coalition that can assist in mental health first aid, building strong brains, and trauma informed care training. Our district wide social worker, Chelsie Issacs, will also have office and meeting space at this training center which will allow her to work in closer proximity with parents and students struggling with absenteeism.</p>	<p>Our trained staff and community supports will provide youth mental health first aid, building strong brains, and trauma informed care training to all staff at our new training center. Our district wide social worker will meet with students and families in a private and confidential space.</p>	<p>All staff, including all new staff, will be trained on trauma informed practices and youth mental health first aid. Chronic absenteeism will decline by 1% district-wide.</p>

<p>If Elizabethton City Schools develops a training center and trains all faculty and staff on mental health first aid and trauma informed practices, then student surveys will show a year-to-year decrease of 5% in students claiming to still be suffering mental health impacts due to Covid-19.</p>	<p>We have a training location in development and this would allow for the completion of the training center and furnishings of the space. Our coordinated school health coordinator is certified in youth mental health first aid and a trauma informed practices trainer. We also have community partners at the local health department and Carter County Drug Prevention Coalition that can assist in mental health first aid, building strong brains, and trauma informed care training. Our staff and newly hired part-time mental health and resiliency coach can lead group counseling sessions in a private and confidential space convenient to the district.</p>	<p>Our trained staff and community supports will provide youth mental health first aid, building strong brains, and trauma informed care training to all staff at our new training center. Our counselors and newly hired part-time mental health resiliency coach will lead individual and group counseling sessions that help address trauma and prepare students for success after graduation.</p>	<p>All staff, including all new staff, will be trained on trauma informed practices and youth mental health first aid. Student surveys will show a year-to-year decrease of 5% in students claiming to still be suffering mental health impacts due to Covid-19.</p>
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**Resources**

[Click here for the allowability guide.](#)

Section Four: Key Staff Grant Implementation

**Elizabethton (101) Public District - FY 2023 - Resilient School Communities Grant - Rev 0 - Resilient School Communities Grant**

\* 1. If selected for a grant award, who is the point person/program coordinator for planning, implementing, and accountability, including ensuring execution at the district-level or in coordination with school-level leadership?

Emily Brooks

\* Please detail this person's qualifications to serve in the role or indicate if this position will be a new-hire and the district will utilize this grant to cover salary and/or benefits.

Emily Brooks is the Coordinated School Health Director for Elizabethton City Schools and is a certified SAMHSA Trauma Informed Approach, Key Principals, and Assumptions trainer.

\* 2. What, if any, school leaders will be involved in implementing or ensuring execution for school- or district-wide staff planning or school-based supports?

\* Are they aware of their involvement?

Yes ▼

\* Please indicate any strategies you plan to utilize to engage key staff.

Dr. Jon Minton - Principal of Elizabethton High School. Ms. Brooks and Dr. Minton will work with district leadership and building principals to promote use of the training center and its resources for use by the entire district.

\* 3. In what ways will you be monitoring and tracking progress toward meeting the goals described in this Resilient School Communities Grant?

In regards to students who are chronically absent: Students who are chronically absent from the previous year will be identified. These students' attendance will be tracked throughout the current school year. The school attendance clerk will run attendance reports every 20 days throughout the year to identify students. The school attendance review team will analyze the data and develop a plan with parents and students to promote school attendance. These plans will be shared with the school Attendance Administrator and the system Director of Accountability. Attendance reports will be monitored every nine weeks to identify students trends. Students who are at risk of being Chronically Absent will be

identified. Our School Board Attendance Policy TIERed process will be followed to support students and parents with appropriate school attendance. Our school Attendance Administrator will notify the Director of Accountability of students in the TIERed process. College & Career Readiness: Elizabethton High School College and Career Counselors, Guidance Counselors, and the resilience and mental health coach will meet regularly to discuss case loads and what supports can be provided based on student feedback during sessions. Safe, Supportive, and Healthy Environment Student surveys will be given each semester to gain a better understanding of current mental and emotional well-being across the student body. Once survey results are available, Elizabethton High School will conduct focus groups with students to discuss the results of the surveys and what can be done to better provide services and supports to students.

\* 4. Describe to what extent the grant proposal's details and short- and long-term goals or outcomes will be sustained starting in July 2023 (beyond the end date of Resilient School Communities Grant Funding.)

With the RSC grant funding, Elizabethton City Schools will have a fully-furnished training center that will be utilized by the entire district for professional development on trauma-informed practices, mental health first aid, and other social-emotional initiatives. A long-term goal of this training space is for it to be utilized by not only our district employees, but also by our students and our community partners so that we can help make a difference in the lives of everyone in our community through this initiative.

## **Resources**

[Click here to open the application guidance document.](#)

Budget

**Elizabethton (101) Public District - FY 2023 - Resilient School Communities Grant - Rev 0 - Resilient School Communities Grant**

<b>Account Number</b>	<b>Total</b>
71100 - Regular Instruction Program	\$0.00
72130 - Other Student Support	\$0.00
72210 - Support Services/Regular Instruction Program	\$45,000.00
72710 - Transportation	\$0.00
<b>Total</b>	<b>\$45,000.00</b>
<b>Adjusted Allocation</b>	<b>\$0.00</b>
<b>Remaining</b>	<b>(\$45,000.00)</b>

Budget Detail

**Elizabethton (101) Public District - FY 2023 - Resilient School Communities Grant - Rev 0 - Resilient School Communities Grant**

72210 - Support Services/Regular Instruction Program - \$45,000.00 ▼

Budget Detail		Narrative Description
<b>Account Number:</b>	72210 - Support Services/Regular Instruction Program	Training Center Furniture - \$32,000
<b>Line Item Number:</b>	499 - Other Supplies and Materials	9 Rectangle tables \$2000 14 Large round tables \$15000 114 Chairs \$15000
<b>Optional Program Code:</b>		-Elizabethton City Schools will use RSC funds to furnish a new training center that will be used to train district employees on trauma-informed care, mental health first aid, social-emotional learning, etc.
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$32,000.00	
<b>Line Item Total:</b>	\$32,000.00	
<b>Account Number:</b>	72210 - Support Services/Regular Instruction Program	3 Boxlights - \$3,000
<b>Line Item Number:</b>	499 - Other Supplies and Materials	-Elizabethton City Schools will secure 3 Boxlight Interactive Displays for the new training center. This will allow for breakout groups to work with trainers for more direct instruction and support.
<b>Optional Program Code:</b>		

<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$3,000.00	
<b>Line Item Total:</b>	\$3,000.00	
<b>Account Number:</b>	72210 - Support Services/Regular Instruction Program	Elizabethton City Schools will contract the services of independent contractor Jamie Winshop to work with small groups of students throughout the district in learning how to develop resilience. Mr. Winshop will also work with administrators and teachers on how to continue developing resilience throughout life.
<b>Line Item Number:</b>	524 - In-Service / Staff Development	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$10,000.00	
<b>Line Item Total:</b>	\$10,000.00	
<b>Total for 72210 - Support Services/Regular Instruction Program:</b>		\$45,000.00
<b>Total for all other Account Numbers:</b>		\$0.00
<b>Total for all Account Numbers:</b>		\$45,000.00
<b>Adjusted Allocation:</b>		

	\$0.00
<b>Remaining:</b>	(\$45,000.00)

Budget Overview

**Elizabethton (101) Public District - FY 2023 - Resilient School Communities Grant - Rev 0 - Resilient School Communities Grant**

Filter by Location: All - \$45,000.00 ▼

Line Item Number	Account Number	72210 - Support Services/Regular Instruction Program	Total
499 - Other Supplies and Materials		35,000.00	35,000.00
524 - In-Service / Staff Development		10,000.00	10,000.00
<b>Total</b>		45,000.00	45,000.00
	<b>Adjusted Allocation</b>		0.00
	<b>Remaining</b>		-45,000.00

Assurances

**Elizabethton (101) Public District - FY 2023 - Resilient School Communities Grant - Rev 0 - Resilient School Communities Grant**

An authorized Grantee representative must sign below to indicate approval of the contents of the Grantee's application and these Assurances for the Resilient School Communities Grant.

- \* The undersigned authorized representative hereby applies for the program funds requested in the application on behalf of the identified LEA ("Grantee"). These Assurances, together with all application information submitted by the Grantee, constitute the "Grant Contract" with the Tennessee Department of Education ("State"). All grant awards will be allocated through ePlan where the Grantee shall submit documentation for reimbursement.**

The Grantee hereby agrees to the following Assurances:

1.	The Grantee shall implement and adhere to the scope of the project submitted in the Grantee's proposal for the Resilient School Communities Grant.
2.	The Grantee shall attend a one-time virtual meeting of grantees to introduce and discuss grant requirements in October 2022.
3.	The Grantee shall attend a one-time virtual meeting grant closeout meeting in May 2023.
4.	The Grantee shall complete an interim report via a form template created by the State that will be due on January 12, 2023, detailing the Grantee's progress towards its accepted proposal's scope of work and updates to all hiring proposed.
5.	The Grantee shall complete a final report via a form template created by the State that will be due on May 5, 2023, detailing the final outcomes of the grant.
6.	The Grantee shall provide a minimum of one monthly written update to the State, including details as requested.

7.	The Grantee shall provide documentation for expenditures of the grant, uploaded to ePlan.
8.	The State reserves the right to schedule and require attendance at up to three (3) additional virtual meetings where it is determined there would be a benefit to large cohorts of the grant recipients that may emerge after grant proposals are awarded (e.g., best practices for trauma-informed practices implementation).
9.	The Grantee shall focus on at least one of the following three priorities, as approved in Grantee's proposal, to increase school-based student supports:
	<ul style="list-style-type: none"> <li>a. Building Resilient School Communities: The Grantee will receive a one-time grant to increase the number of trauma-informed schools and districts by participating in a two-year Resilient School Communities Trauma Informed District Initiative. Under this grant priority, proposals can cover the costs of: <ul style="list-style-type: none"> <li>i. Resources for all materials, books, and other resources needed for 100% of district-wide schools to be trained to use trauma-informed practices, such as copies of the book "Help For Billy" for "Classroom 180."</li> <li>ii. Salary and benefits of a full-time district-level coordinator.</li> <li>iii. Training space costs large enough to host 3-5 representatives from each school at least 2x per year.</li> <li>iv. Materials or resources needed for adding trauma-informed best practices in each of the district's buildings, including things such as calming corners, materials, resources, and additional professional development.</li> </ul> </li> </ul>
	<ul style="list-style-type: none"> <li>b. Expand School-Based Initiatives &amp; Supports: The Grantee will receive a one-time grant to extend school-based initiatives and supports within districts through the development of comprehensive school-based supports and program models, such as Advancing Wellness and Resilience in Education (AWARE).</li> </ul>
	<ul style="list-style-type: none"> <li>c. Increase School-Based Supports Staff Capacity: The Grantee will receive a one-time grant to increase capacity for mental health support staff for students.</li> </ul>
	To do this, the Grantee may:

	<ul style="list-style-type: none"> <li>i. Hire and pay new full-time, part-time, or contract/temporary staff salaries and benefits, including those associated Resilient School Communities District Level Coordinator, counselors, school psychologists, social workers, or behavioral specialists.</li> <li>ii. Move current part-time roles in the above categories to full-time by covering the cost of salary and/or benefits.</li> <li>iii. Renew positions with expired funded sources from COVID-19 recovery.</li> </ul>
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**Grantees awarded funding under the grant priority "Building Resilient School Communities" also agree to the following assurances:**

10.	The Grantee shall complete a short self-assessment survey on current trauma-informed practices upon request after notice of award.
11.	The Grantee leadership shall appoint a district-level coordinator who is responsible for the overall coordination of the Grantee's participation in the Resilient School Communities (RSC) trauma-informed district initiative. This coordinator shall act as a lead and liaison to every school in the district, which will have an RSC team.
12.	The district-level coordinator shall hold responsibilities such as: <ul style="list-style-type: none"> <li>a. Selecting and managing an RSC team within each school in the district, which should be comprised of three to five (3 to 5) school-based personnel, which must include at least one (1) administrator.</li> <li>b. Attend a one-time virtual meeting in November 2022 to discuss commitments of joining the RSC trauma-informed district initiative.</li> <li>c. With the RSC team, attend a two-day, in-person training on trauma-informed practices by the end of December 2022.</li> <li>d. With the RSC team, schedule the Six Pillars of a Trauma-Informed School training by June 2023.</li> <li>e. Lead the team to complete and submit a yearly district-level action plan.</li> <li>f. Participate in a monthly, one-hour Communities of Practice virtual meeting (other RSC members allowed, but not required).</li> </ul>

- g. Ensure the completion of the Educator Survey and School Climate Survey available through the State and which is typically released each spring.
- h. Replace any member of the RSC team who leaves the team during mid- or at the end-of-year and ensure the new team members are up to date on the goals of the action plan, complete any trainings needed, and that the change is communicated to their State staff member/consultant.
- i. Create an internal monitoring system that captures the work related to RSC outcomes and goals of their action plans.
- j. Lead the completion of a mid-school year and end-of-school year reflection against their action plan and any relevant data.

**Tennessee Department of Health Assurances**

- 13. The Grantee hereby assures the State that it follows all regulations from the applicable awarding agency (Health) for the CDC Workforce Development Grant, including those outlined below.
- 14. Recognize that State approval of an application does not relieve the Grantee of its responsibility to comply with all applicable program and fiscal requirements.
- 15. All programs, services, and activities covered by this Grant Contract will be operated in accordance with state and federal laws, regulations, as well as approved policies and rules as established by the Tennessee State Board of Education, and the Tennessee Department of Education. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards are available [here](#).
- 16. Expenditures will be in compliance with the standard accounting procedures and guidelines established by the Tennessee Department of Education, federal legislation, and F&A Accounts Policy 03 [here](#)

17.	Grant funds will not be expended in any manner other than as outlined in the budgeted section of the approved grant application will only be made for allowable costs. Any changes to the original budget must be pre-approved by the State before line items are modified. The Grantee acknowledges that this program is subject to funds availability and that the State reserves the right to terminate program activities and expenditures for convenience at any time.
18.	Use fiscal control and fund accounting procedures that ensure proper disbursement of and accounting for federal funds paid to the Grantee under each program as noted in CMI/A 7211R rule.
19.	Keep such records, and provide such information to the State, as may be reasonably required for fiscal audit, data reporting, and program evaluation.
20.	Submit accurate, timely data as required by the Grant Contract and prescribed by the State.
21.	Weekly data reporting, as requested, which may be shared with the Tennessee Department of Health and/or Centers for Disease Control (CDC).
22.	Program activities, expenditures, and records shall be subject to monitoring by the State. The Grantee shall maintain documentation of all expenditures and submit this documentation with the final report
23.	Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000(d) et seq., which prohibits discrimination on the basis of race, color, or national origin in any program or activity receiving Federal financial assistance;
24.	Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., which prohibits discrimination on the basis of sex in any education program or activity receiving Federal financial assistance; and
25.	All regulations, guidelines, and standards issued by the Tennessee Department of Education and U.S. Department of Education under any of these statutes.

**State of Tennessee Assurances**

\* The LEA agrees to the State of Tennessee Assurances and has sent **Attachment A** to [cpo.auditnotice@tn.gov](mailto:cpo.auditnotice@tn.gov).

[Click here to download the State of Tennessee Assurances.](#)



Related Documents

**Elizabethton (101) Public District - FY 2023 - Resilient School Communities Grant - Rev 0 - Resilient School Communities Grant**

**Required Documents**

This page is currently not accepting Related Documents.

New Applicant Summary

**Elizabethton (101) Public District - FY 2023 - Resilient School Communities Grant - Rev 0 - New Applicant Summary**

Grant Name	Applicant Name	Application Number	Budget Amount	Applicant Score
Resilient School Communities Grant	Elizabethton	22	\$45,000.00	Not Assigned

# Educator Preparation Provider/ Local Education Agency State-Recognized Partnership Agreement

<b>Educator Preparation Provider (EPP)</b>	Western Governors University
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<b>Local Education Agency (LEA)</b>	Elizabethton City Schools
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<b>Academic Year of Agreement</b>	1 September 2022 – 31 August 2023
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<b>EPP Contact/Designee</b>	
Name: Jonathan Workman	Title: Field Experience Outreach Relationship Specialist
Email Address: Jonathan.workman@wgu.edu	Phone Number: 385-428-8965

<b>LEA Contact/Designee</b>	
Name:	Title:
Email:	Phone Number:

<b>Other Key Staff</b>	
Name: Amy Warren	Name: Danielle Borja
Title: Placement Coordinator	Title: Placement Coordinator
Name:	Name:
Title	Title:

<b>Certification (signatures verify partnership)</b>							
<b>EPP Head Administrator</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Name: Jennifer Doshier</td> <td style="width: 40%;">Date:</td> </tr> <tr> <td colspan="2">Title: <input style="width: 90%;" type="text" value="Director, Field Experience, Teachers College"/></td> </tr> <tr> <td colspan="2">Signature:</td> </tr> </table>	Name: Jennifer Doshier	Date:	Title: <input style="width: 90%;" type="text" value="Director, Field Experience, Teachers College"/>		Signature:	
Name: Jennifer Doshier	Date:						
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<b>LEA Director of Schools</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Name:</td> <td style="width: 40%;">Date:</td> </tr> <tr> <td colspan="2">Title: <input style="width: 90%;" type="text"/></td> </tr> <tr> <td colspan="2">Signature:</td> </tr> </table>	Name:	Date:	Title: <input style="width: 90%;" type="text"/>		Signature:	
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# Educator Preparation Provider/ Local Education Agency State-Recognized Partnership Agreement

**Prompt 1:** Identify the collaboratively-developed **recruitment and selection strategies and goals.**  
(500 words)

## General Candidate Selection and Support

Educator candidates are admitted to WGU followed by formal admission to the TC and the educator preparation program. During the program candidates receive guidance and support to ensure professional success after graduation.

## WGU General Admission Requirements

WGU focuses on student success by identifying students who are most likely to thrive in WGU's learning environment. To be admitted into WGU undergraduate programs applicants must:

- Have earned a high school diploma or GED
- Submit official transcripts of all prior academic work completed at community colleges, colleges, or universities attended.
- Meet any program-specific admissions requirements (see below).
- Interview with a WGU Enrollment Counselor to determine "fit" with WGU's expectations

WGU general admission requirements and policies appear on the website at [www.wgu.edu/admissions/requirements](http://www.wgu.edu/admissions/requirements). Candidate Recruitment, Selection, and Monitoring, provides a synopsis of this admission process. WGU uses a three-part screening strategy to ensure that admitted students have a higher likelihood of success in the WGU learning environment. This assessment is required for any applicant to the TC who does not submit a transcript verifying completion of at least an associate degree. In addition, to guide the admission of students into its programs, WGU employs a predictive admissions model to assess the likelihood of success for each student, based primarily on their prior academic experience in conjunction with the results of the readiness assessment.

## TC Formal Program Admission

Students are accepted into TC programs upon successful completion of basic skills and content exams, background check, dispositional assessment, and competencies in program-specific courses. Formal admission into the program provides access to the Preclinical Experience (PCE). In preparation for DT, candidates complete PCE designed to introduce them to the classroom through a series of activities, including observations and lesson planning.

**See agreement below for further information**

# Educator Preparation Provider/ Local Education Agency State-Recognized Partnership Agreement

**Prompt 2:** Identify how entities will collaborate to **select, prepare, evaluate, support, and retain high-quality clinical educators**, both provider and school-based, who demonstrate a positive impact on candidates' development and pre-K-12 learning and development. **(500 words)**

Clinical educators support teacher candidates throughout clinical experiences and play key roles in the quality of the experience. WGU has collaborated with the school district to implement processes for the selection, training, and support of clinical educators.

## Selection

Clinical educators provide regular, detailed feedback to candidates during the clinical experience: Clinical Supervisors (CSs), hired by WGU, and Host Teachers (HTs), selected by the school district, based upon qualifications from Tennessee Educator Preparation Policy 5.504, WGU and the school district.

The CS serves as advisor, observer, and assessor throughout the candidate's experience. The CS must meet the following qualifications:

- Master's degree in education preferred, minimum of a bachelor's degree in education
- 5-years of teaching and/or education administration experience
- Knowledgeable in current teaching strategies
- Comfortable in using technology to enhance teaching
- Comfortable with virtual settings

The HT is the cooperating teacher in the school who hosts the candidate.

WGU additional qualifications:

- 5-years of experience preferred
- Models WGU ethical considerations
- Demonstrated competence with technology

## Training

WGU provides training for clinical educators. The Clinical Experience Liaison Team (CEL) conducts training, tracks completion of training, and creates all support resources.

Clinical Supervisors. Must attend orientation prior to each cohort, which provides training information, expectations, and informs when and where to go for support.

Host Teachers. WGU provides training and support to effectively guide, collaborate, and support the teacher candidate. Prior to the clinical experience, a welcome email is sent including a links to the Host Teacher Training Webinar, the Online Host Teacher Folder, and the Host Teacher Training and Support Site.

# **Educator Preparation Provider/ Local Education Agency State-Recognized Partnership Agreement**

## **Support Resources**

CEL maintains support sites for CSs and HTs that serve as resources after orientation and houses all training materials. They contain all information CS's and HT's need to complete their duties, including policies, procedures, and expectations concerning CS and HT quality and job duties; support for our candidates; how to work with adult learners; pacing during demonstration teaching, etc.

CEL implemented outreach programs for CSs and HTs to increase communication, training, support, and to help build a sense of community. Emails are sent to provide just-in time support throughout the cohort. These short but impactful outreach efforts include updates, timely reminders, tips, and trainings to assist the CS/HT continue to support candidates, and inspirational stories about our students.

## **Evaluation and Retention**

The WGU Clinical Partner Survey provides a 360-degree evaluation of how well Teachers College programs prepare and support candidates during demonstration teaching. Perspectives from the HT, CS, principals, and candidates provide evidence of the quality of candidate performance, program preparation, and support mechanisms during demonstration teaching. Individual feedback will be shared with the appropriate clinical educators.

**See agreement below for further information**

# Educator Preparation Provider/ Local Education Agency State-Recognized Partnership Agreement

## STUDENT TEACHING LETTER OF AGREEMENT

### Tier 1: Primary Partner

This Student Teaching Letter of Agreement (Agreement) is made between Western Governors University, a Utah nonprofit corporation (WGU), and the District. The terms and conditions set forth in this Agreement shall take effect and bind the parties upon District's acceptance of a WGU Teacher Candidate for Field Experience. (Alternatively, if a different agreement is desired, or if a signed agreement is needed please contact WGU as described at the end of this Agreement.)

Thank you for working with Western Governors University (WGU) for the placement of student teachers. Our goal is to establish a relationship of collaboration that benefits your district/school and WGU Teacher Candidates, and that allows us to work together for continuous improvement. We look forward to working together for the benefit of your future educators.

WGU is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU), and the WGU Teacher Education programs are further accredited by the Council for the Accreditation of Educator Preparation (CAEP) and the Association for Advancing Quality in Educator Preparation (AAQEP). WGU represents that each Teacher Candidate assigned to the District for Student Teaching is validly enrolled in an approved WGU credentialing program and meets the District's background requirements.

#### A. Mutual Expectations

A Primary Partner is a district/school where WGU places Teacher Candidates for a Field Experience with Cooperating Teachers, with an aim to co-construct a mutually beneficial arrangement for clinical preparation and the continuous improvement of Teacher Candidates, and to share accountability for Teacher Candidate outcomes. The school administrator and Cooperating Teacher will have the opportunity to provide critical feedback to inform program improvement through surveys at the end of each cohort.

#### B. Definitions

For the purposes of this Agreement, capitalized terms will have the following meanings:

- Teacher Candidate refers to a student enrolled in a WGU program leading to an education credential.
- Cooperating Teacher (or host teacher) refers to a District employee who is the teacher-of-record in the classroom where the Teacher Candidate is assigned. A Cooperating Teacher may or may not be a Clinical Supervisor.
- Clinical Supervisor refers to a present or former employee of District, retired educator, or any other individual meeting the criteria of "supervisor" established by WGU for this position, and engaged by WGU or District, to supervise a Teacher Candidate's progress during a minimum of six observations. WGU shall be responsible for the selection, assignment, training, and compensation of Clinical Supervisors. WGU welcomes nominations of Clinical Supervisors by the District/school.
- Preclinical Experience refers to the active participation by a Teacher Candidate in a wide range of in-classroom experiences in order to develop the skills and confidence necessary to be an effective teacher and prepare for Student Teaching. Students reflect on and document at least 75 hours of in-classroom observations (15 hours of which must involve direct engagement with students in a classroom) leading up to Student Teaching.
- Student Teaching (or demonstration teaching) refers to the greater of the WGU full-time and continuous requirement of 12 weeks or the State's and/or District's minimum requirement for Student Teaching. Student Teaching shall satisfy all applicable WGU and State requirements.
- Field Experience refers collectively to the Preclinical Experience and Student Teaching.

# Educator Preparation Provider/ Local Education Agency State-Recognized Partnership Agreement

## C. Cooperating Teacher Standards

District, with the input of WGU, will provide the Teacher Candidate with a Student Teaching assignment in a school and classes of District under the direct supervision and instruction of a Cooperating Teacher that meets the following minimum requirements:

- Holds a teaching credential or license for the subject area and/or grade level being taught;
- Has a minimum of three years of teaching experience, five years preferred, with two or more years teaching in the placement school and/or District, and have strong evaluations;
- Evidence of positive impact on student learning in the classroom as demonstrated by ratings at or above effective when a state, district, or school provides such ratings;
- Successfully and with positive impact mentored student teachers, colleagues, and/or other adults;
- Competently uses technology for communicating via email and completing online evaluation forms; and
- Consistently models the dispositions and ethical considerations expected of WGU Teacher Candidates:
  - Caring and considerate
  - Affirming of diversity and cross-culturally competent
  - Reflective practitioner
  - Equitable and fair
  - Committed to the belief that all students can learn
  - Collaborative
  - Technologically proficient
  - Professional leadership

## D. WGU Responsibilities

WGU will:

- Select qualified Teacher Candidates who have been prepared with the appropriate educational background, knowledge, skills, and professional disposition to participate in Field Experience.
- Pay an honorarium per Teacher Candidate, either directly to the Cooperating Teacher or to the District, for the Cooperating Teacher's services. The Cooperating Teacher may also receive professional development hours connected to the successful completion of WGU Cooperating Teacher training.
- Require Teacher Candidates to have completed a background check acceptable to District prior to participating in Field Experience activities.
- Provide opportunities for feedback regarding improvement of WGU Teacher Candidate preparation.
- Provide professional development training to Cooperating Teachers regarding WGU processes and procedures.
- Maintain an online site for support, resources, and training for Cooperating Teachers.
- Facilitate a cohort seminar in which Teacher Candidates will participate with a community of peers to receive support during Student Teaching and the final performance assessment.

## E. District Responsibilities

District, or school administrator, will:

- Nominate one or more qualified Cooperating Teacher(s) by providing a completed copy of the Student Teacher Acceptance Form to the WGU Field Placement Team.
- Allow the Clinical Supervisor access to the host school and classroom for the specific purpose of observing Teacher Candidates.
- Provide Teacher Candidates with any District policies and procedures to which they are expected to adhere to during the Field Experience and while on District premises.

# Educator Preparation Provider/ Local Education Agency State-Recognized Partnership Agreement

- Through the involvement of the Cooperating Teacher, participate with the Clinical Supervisor and Teacher Candidates in two evaluations: one mid-way through Student Teaching, and a Final Evaluation at the end of Student Teaching. WGU shall be responsible for the format of the evaluations.
- Provide Teacher Candidates opportunities to observe, assist, tutor, instruct, implement effective teaching strategies, and conduct research, as appropriate, during the Field Experience.
- Provide, when possible, opportunities for Teacher Candidates to use technology to enhance student learning and monitor student progress and growth.
- Provide, when possible, opportunities for Teacher Candidates to experience working with diverse student populations including English Language Learners and Students with Exceptional Learning Needs.
- Encourage Cooperating Teachers to participate in WGU's training, held for each cohort (Fall or Spring) when a new Teacher Candidate is assigned, to understand WGU's policies, processes, procedures, and how to mentor adult learners.
- Encourage administrators and Cooperating Teachers to participate in WGU's Feedback Surveys (offered at the end of the Spring and Fall Cohorts) to report on Teacher Candidate quality and preparation and to provide program feedback to WGU for continuous improvement.

## F. Additional Terms

- **Designation of Representative.** Each party shall designate a representative to serve as a point of contact between the parties for communication and coordination of Student Teaching.
- **Education Records.**
  - District acknowledges that the education records of assigned Teacher Candidates are protected by the Family Educational Rights and Privacy Act (FERPA), and agrees to comply with FERPA and limit access to those employees or agents with a need to know. Pursuant to FERPA, and for the purposes of this Agreement, WGU hereby designates District as a "school official" with a legitimate educational interest in such records.
  - WGU shall instruct Teacher Candidates of the necessity of maintaining the confidentiality of all District student records. District shall not grant Teacher Candidates or WGU employees access to individually identifiable student information unless the affected student's parent or guardian has first given written consent using a form approved by District that complies with FERPA and other applicable law.

- **Video Recordings.**

During Student Teaching, Teacher Candidates complete a teacher performance assessment, which measures Teacher Candidate readiness to teach. A teacher performance assessment is designed for Teacher Candidates to submit real artifacts—lesson plans, video, and student work samples—to show the authenticity of the local teaching context and the way the Teacher Candidates respond to students when teaching in a real setting. In order to collect artifacts required for a teacher performance assessment, Teacher Candidates may be required to submit video recordings of themselves teaching in the classroom.

Additionally, recordings provide WGU an avenue to evaluate the performance of Teacher Candidates, and the Teacher Candidates with opportunities to evaluate themselves, reflect, and improve their instruction.

WGU provides the following guidelines to Teacher Candidates. District understands that Teacher Candidates are not employees or agents of WGU and that any further precautions regarding the privacy of the District's students should be agreed directly between the District and Teacher Candidates.

### *Teacher Candidate Guidelines*

- Secure appropriate permission from the parents/guardians of your students and from adults who appear in the video recording.
- To protect confidentiality, remove your name and use pseudonyms or general references (e.g., "the district") for your state, school, district, and cooperating teacher. Mask or remove all names on any typed or written material (e.g., commentaries, lesson plans, student work

# Educator Preparation Provider/ Local Education Agency State-Recognized Partnership Agreement

samples) that could identify individuals or educator preparation programs. During video recording, use only the first names of students.

- You must follow appropriate protocol to submit recordings to WGU.
- You may not display the video publicly (i.e., personal websites, YouTube, Facebook).
- You may not use any part of the recordings for any personal or professional purposes outside of performance evaluation.
- You must destroy all video recordings once the evaluation is complete.
- **Right to Accept or Terminate a Placement.** District may refuse to accept for placement, or may terminate the placement, of any Teacher Candidate based upon its good faith determination that the Teacher Candidate is not meeting performance standards or is otherwise deemed unacceptable to District. In such cases, District shall notify WGU in writing and shall state the reasons for such decision.
- **WGU Insurance.** WGU warrants and represents that it provides and maintains general liability insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate and, upon District's request, shall provide a certificate of insurance as evidence of coverage. WGU shall maintain, at its sole expense, workers' compensation insurance as required by law.
- **Professional Liability Insurance.** Teacher Candidates will be responsible for procuring and maintaining, at their own expense, professional liability insurance for the duration of the Field Experience with minimum limits of either: (i) \$1,000,000 per occurrence and \$3,000,000 annual aggregate, or (ii) \$2,000,000 per occurrence and \$2,000,000 annual aggregate.
- **Status of Parties.** Nothing in this Agreement is intended to or shall be construed to constitute an agency, employer/employee, partnership, or fiduciary relationship between the parties.
- **Non-Discrimination.** Both parties agree to fully comply with all applicable non-discrimination laws of District's state and municipality, and of the United States. Both parties will accept, assign, supervise and evaluate qualified Teacher Candidates regardless of race, sex, sexual orientation, creed, national origin, age, disability, veteran status, or any other basis protected by law.
- **Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes all prior oral or written agreements, and no modification shall be valid unless in writing and signed by both parties. No Teacher Candidate or other third party shall be a beneficiary of, or have any right to enforce the terms of this Agreement.

This Agreement is effective as indicated above.

# Educator Preparation Provider/ Local Education Agency State-Recognized Partnership Agreement

<b>Educator Preparation Provider (EPP)</b>	
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<b>Local Education Agency (LEA)</b>	
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<b>Term of Agreement</b>	
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<b>EPP Contact/Designee</b>	
<b>Name:</b>	<b>Title:</b>
<b>Email Address:</b>	<b>Phone Number:</b>

<b>LEA Contact/Designee</b>	
<b>Name:</b>	<b>Title:</b>
<b>Email Address:</b>	<b>Phone Number:</b>

<b>Other Key Staff</b>	
<b>Name:</b>	<b>Name:</b>
<b>Title:</b>	<b>Title:</b>
<b>Name:</b>	<b>Name:</b>
<b>Title:</b>	<b>Title:</b>

<b>Certification (signatures verify partnership)</b>	
<b>EPP Head Administrator</b>	<b>Name:</b> Cynthia R. Chambers <span style="float: right;"><b>Date:</b> 09/26/22</span> <b>Title:</b> Associate Dean of Educator Preparation <b>Signature:</b> 
<b>LEA Director of Schools</b>	<b>Name:</b> <span style="float: right;"><b>Date:</b></span> <b>Title:</b> <b>Signature:</b>

# **Educator Preparation Provider/ Local Education Agency State-Recognized Partnership Agreement**

**Prompt 1:** Identify the collaboratively-developed recruitment and selection strategies and goals.  
(500 words)

# **Educator Preparation Provider/ Local Education Agency State-Recognized Partnership Agreement**

**Prompt 2:** Identify how entities will collaborate to **select, prepare, evaluate, support, and retain high-quality clinical educators**, both provider and school-based, who demonstrate a positive impact on candidates' development and pre-K-12 learning and development. **(500 words)**

History Log

**Elizabethton (101) Public District - FY 2023 - Safe Schools - Rev 0 - History Log**

Attention Needed	Date	User	Status (S)/Comment (C)	S/C
<input type="checkbox"/>	9/29/2022 7:18:42 AM	Richard Vanhuss	Agreed to "By submitting this automated application, the local education agency representatives assure that the application will be authorized by the board of education of the local education agency, and the undersigned representatives have been duly authorized by formal action of the board to file this application for, and on behalf of, the local education agency, and otherwise to act as the authorized representatives of the local education agency in connection with this application. By submitting this automated application, the local education agency is acknowledging that it understands and agrees to abide by the applicable assurances attached to this application."	C
	9/29/2022 7:18:42 AM	Richard Vanhuss	Status changed to 'LEA Authorized Representative Approved'.	S
	9/29/2022 7:17:13 AM	Beth Wilson	Status changed to 'LEA Fiscal Representative Approved'.	S
	9/28/2022 4:01:34 PM	Joshua Boatman	Status changed to 'Draft Completed'.	S
	8/26/2022 1:23:09 PM	Joshua Boatman	Status changed to 'Draft Started'.	S

Attention Needed	Date	User	Status (S)/Comment (C)	S/C
	7/22/2022 11:57:55 AM	Spencer Yonce	Status changed to 'Not Started'.	S

Allocations

**Elizabethton (101) Public District - FY 2023 - Safe Schools - Rev 0 - Allocations**

	(1)	Safe Schools	(2)	School Safety	Total
<b>Original</b>		\$59,420.00		\$0.00	\$59,420.00
<b>Incoming Carryover</b>		\$0.00		\$0.00	\$0.00
<b>Outgoing Carryover</b>		\$0.00		\$0.00	\$0.00
<b>Reallocated</b>		\$0.00		\$0.00	\$0.00
<b>Additional</b>		\$0.00		\$0.00	\$0.00
<b>Released</b>		\$0.00		\$0.00	\$0.00
<b>Consortium</b>		\$0.00		\$0.00	\$0.00
<b>Forfeited</b>		\$0.00		\$0.00	\$0.00
<b>FER Released</b>		\$0.00		\$0.00	\$0.00
<b>Total</b>		\$59,420.00		\$0.00	\$59,420.00

Budget

**Elizabethton (101) Public District - FY 2023 - Safe Schools - Rev 0 - Safe Schools**

<b>Account Number</b>	<b>Total</b>
71100 - Regular Instruction Program	\$0.00
72130 - Other Student Support	\$59,420.00
72210 - Support Services/Regular Instruction Program	\$0.00
72620 - Maintenance of Plant	\$0.00
<b>Total</b>	<b>\$59,420.00</b>
<b>Adjusted Allocation</b>	<b>\$59,420.00</b>
<b>Remaining</b>	<b>\$0.00</b>

Budget Detail

**Elizabethton (101) Public District - FY 2023 - Safe Schools - Rev 0 - Safe Schools**

72130 - Other Student Support - \$59,420.00 ▼

Budget Detail		Narrative Description
<b>Account Number:</b>	72130 - Other Student Support	Funding for an SRO at TA Dugger Junior High School, East Side Elementary, Harold McCormick Elementary, and West Side Elementary.
<b>Line Item Number:</b>	309 - Contracts with Government Agencies	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$59,420.00	
<b>Line Item Total:</b>	\$59,420.00	
<b>Total for 72130 - Other Student Support:</b>		\$59,420.00
<b>Total for all other Account Numbers:</b>		\$0.00
<b>Total for all Account Numbers:</b>		\$59,420.00
<b>Adjusted Allocation:</b>		\$59,420.00
<b>Remaining:</b>		\$0.00

Budget Overview

**Elizabethton (101) Public District - FY 2023 - Safe Schools - Rev 0 - Safe Schools**

Filter by Location: All - \$59,420.00 ▼

Line Item Number	Account Number	72130 - Other Student Support	Total
309 - Contracts with Government Agencies		59,420.00	59,420.00
<b>Total</b>		<b>59,420.00</b>	<b>59,420.00</b>
		<b>Adjusted Allocation</b>	<b>59,420.00</b>
		<b>Remaining</b>	<b>0.00</b>

Program Details

**Elizabethton (101) Public District - FY 2023 - Safe Schools - Rev 0 - Safe Schools**

**Needs Assessment and Project Narrative**

\* Describe how the available funds will be utilized to address needs. Identify the outcomes that you hope to achieve and your plans for evaluating the project.

Our district will utilize all our allocated funds for an SRO to be placed at T. A. Dugger Junior High School, East Side Elementary, Harold McCormick Elementary, and West Side Elementary. We have also been awarded the SRO grant for our three elementary schools. These funds will also be used for the three officers to be placed at the elementary schools. The district's general fund contribution, along with the City's general fund contribution, will exceed our required local match, for both the safe schools grant and the SRO grant. These local funds will also be used for training and equipment for the SRO's as needed.

The SRO's will be on campus to assist the students, faculty, and administration when needed. An SRO presence on campus will reduce the likelihood of a violent act occurring at the school, as well as reduce the emergency response time, should such an event occur. The officer will interact with students in a professional manner to build a sense of trust and encourage communication. Each year, the safety team will review the effectiveness of the SRO program (as it relates to violent acts on campus) and recommend changes, should any be necessary.

**Prior Year Report**

Provide a brief report on the results of your system's previous Safe Schools Act project.

\* At a minimum this report should include a summary of the activities or programs implemented and the outcomes achieved. A copy of your report may be forwarded to members of the General Assembly upon request.

Last year, all our Safe Schools Act project funds were used to secure SROs for the campuses of T. A. Dugger Junior High School, East Side Elementary, Harold McCormick Elementary, and West Side Elementary. An SRO presence on our campuses played a large role in creating a safe learning environment at the schools. There were no major incidents on our campuses last year. The SROs worked closely with the school administration teams and staff to reduce the threat of violence on campus. They are constantly evaluating and looking for ways to improve, enhance,

and promote safety in the school. Safety/security audits of the facility are routinely completed by the SROs. Due to the high visibility and availability of the officer in the school, the students and staff knew that the SROs were there to assist them, should the need arise. The officers were always approachable, so students and staff alike felt comfortable sharing information with them when necessary. In addition to conducting school patrols throughout the day, they also assisted with traffic control before and after school.

**Local Match**

In the Related Documents section, download the Excel spreadsheet template entitled PROPOSED BUDGET TO SHOW LOCAL MATCH. Complete the document to reflect your Local Match for your Safe Schools program. Upload the completed document to the "Upload" link on the Related Documents page. Your district's Local Match amount must be at least the amount listed below.

Local Match Amount: 8480

Related Documents

**Elizabethton (101) Public District - FY 2023 - Safe Schools - Rev 0 - Safe Schools**

Required Documents		
Type	Document Template	Document/Link
(Safe Schools) Proposed Budget to Show Local Match [Upload at least 1 document(s)]	 <u>Proposed Budget to Show Local Match</u>	 <u>22-23 ECS Local Match</u>
Optional Documents		
Type	Document Template	Document/Link
Other	N/A	

Contacts

**Elizabethton (101) Public District - FY 2023 - Safe Schools - Rev 0 - Contacts**

**Required Contacts**

<b>Type</b>	<b>Contact(s)</b>
Safe Schools Act Grant Manager [Select at least 1 contact(s)]	<u>Joshua Boatman</u>
SAVE Act Compliance Coordinator [Select at least 1 contact(s)]	<u>Joshua Boatman</u>

**Elizabethton (101) Public District - FY 2023 - Safe Schools - Rev 0 - Safe Schools Checklist**

Checklist cannot be viewed while the application is under review.

History Log

**Elizabethton (101) Public District - FY 2023 - ARP Homeless 2.0 - Rev 0 - History Log**

Attention Needed	Date	User	Status (S)/Comment (C)	S/C
<input type="checkbox"/>	10/5/2022 1:53:55 PM	Richard Vanhuss	Agreed to "Upon submission of this funding application, I attest that the facts, figures, and representations made in this application, including exhibits, attachments, and assurances herein, are accurate to the best of my knowledge. The local School Board of Education will review and approve this application and this action will be recorded in the official minutes of the local educational agency's board meeting."	C
	10/5/2022 1:53:55 PM	Richard Vanhuss	Status changed to 'LEA Authorized Representative Approved'.	S
	10/5/2022 1:49:48 PM	Beth Wilson	Status changed to 'LEA Fiscal Representative Approved'.	S
	10/5/2022 1:44:53 PM	John Hutchins	Status changed to 'Draft Completed'.	S
	8/31/2022 1:33:55 PM	John Hutchins	Status changed to 'Draft Started'.	S
	8/7/2022 12:37:14 PM	Maryanne Durski	Status changed to 'Not Started'.	S

**Elizabethton (101) Public District - FY 2023 - ARP Homeless 2.0 - Rev 0 - History Log**

**\* LEA ID#**

101

**\* LEA Name**

Elizabethton City Schools

**LEA Official Address**

**\* Street**

804 S. Watauga Ave

**\* City**

Elizabethton

**\* Zip Code**

37643

**\* Phone**

423-547-8000

**\* LEA Website**

ecschoools.net

**Director of Schools**

**\* Name**

Richard VanHuss

**\* Email**

richard.vanhuss@ecschoools.net

**\* Phone**

423-547-8000

**McKinney-Vento Liaison Point of Contact**

**\* Name**

Rebecca Wagner

**\* Email**

rebecca.wagner@ecschoools.net

**\* Phone**

423-547-8000

Allocations

**Elizabethton (101) Public District - FY 2023 - ARP Homeless 2.0 - Rev 0 - Allocations**

	(1)	ARP Homeless 2.0	Total
<b>Original</b>	\$0.00	\$0.00	\$0.00
<b>Incoming Carryover</b>	\$37,893.69	\$37,893.69	\$37,893.69
<b>Outgoing Carryover</b>	\$0.00	\$0.00	\$0.00
<b>Reallocated</b>	\$0.00	\$0.00	\$0.00
<b>Additional</b>	\$0.00	\$0.00	\$0.00
<b>Released</b>	\$0.00	\$0.00	\$0.00
<b>Consortium</b>	\$0.00	\$0.00	\$0.00
<b>Forfeited</b>	\$0.00	\$0.00	\$0.00
<b>FER Released</b>	\$0.00	\$0.00	\$0.00
<b>Total</b>	\$37,893.69	\$37,893.69	\$37,893.69

Budget

**Elizabethton (101) Public District - FY 2023 - ARP Homeless 2.0 - Rev 0 - ARP Homeless 2.0**

<b>Account Number</b>	<b>Total</b>
71100 - Regular Instruction Program	\$24,850.90
72120 - Health Services	\$0.00
72130 - Other Student Support	\$8,921.79
72210 - Support Services/Regular Instruction Program	\$0.00
72610 - Operation of Plant	\$0.00
72710 - Transportation	\$4,121.00
73100 - Food Service	\$0.00
99100 - Transfers Out	\$0.00
<b>Total</b>	<b>\$37,893.69</b>
<b>Adjusted Allocation</b>	<b>\$37,893.69</b>
<b>Remaining</b>	<b>\$0.00</b>

Budget Detail

**Elizabethton (101) Public District - FY 2023 - ARP Homeless 2.0 - Rev 0 - ARP Homeless 2.0**

71100 - Regular Instruction Program - \$24,850.90 ▼

Budget Detail		Narrative Description
<b>Account Number:</b>	71100 - Regular Instruction Program	<p>Stipends for 5 teachers (at .13 FTE each - .65 FTE Total) providing before and after school tutoring services at each school (ESE, HME, WSE, TAD, &amp; EHS). Five teachers at \$2,000.00 (\$10,000 total)</p>
<b>Line Item Number:</b>	189 - Other Salaries & Wages	
<b>Use of Funds:</b>	Providing Academic Supports	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$10,000.00	
<b>Line Item Total:</b>	\$10,000.00	
<b>Account Number:</b>	71100 - Regular Instruction Program	
<b>Line Item Number:</b>	201 - Social Security	
<b>Use of Funds:</b>	Providing Academic Supports	<p>Social Security for each Homeless tutor at ESE, HME, WSE, TAD, &amp; EHS (\$620.00).</p>

<b>Optional Program Code:</b>					
<b>Location Code:</b>	Elizabethton (101)				
<b>Quantity:</b>	1.00				
<b>Cost:</b>	\$620.00				
<b>Line Item Total:</b>	\$620.00				
<b>Account Number:</b>	71100 - Regular Instruction Program				State retirement for each of the five tutors, one at each school - ESE, HME, WSE, TAD, & EHS (\$1,030.00).
<b>Line Item Number:</b>	204 - State Retirement				
<b>Use of Funds:</b>	Providing Academic Supports				
<b>Optional Program Code:</b>					
<b>Location Code:</b>	Elizabethton (101)				
<b>Quantity:</b>	1.00				
<b>Cost:</b>	\$1,030.00				
<b>Line Item Total:</b>	\$1,030.00				
<b>Account Number:</b>	71100 - Regular Instruction Program				Employer Medicare for 5 teachers serving as tutors before or after school in each school - ESE, HME, WSE, TAD, & EHS

<b>Line Item Number:</b>	212 - Employer Medicare	(\$145.00).
<b>Use of Funds:</b>	Providing Academic Supports	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$145.00	
<b>Line Item Total:</b>	\$145.00	
<b>Account Number:</b>	71100 - Regular Instruction Program	
<b>Line Item Number:</b>	212 - Employer Medicare	Employer Medicare for Bus Drivers providing transportation, for students identified as being homeless, to and from school, from tutoring, to doctor, dentist, health department, and optometry visits (\$51.85).
<b>Use of Funds:</b>	Providing Academic Supports	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$51.85	

<b>Line Item Total:</b>	\$51.85	
<b>Account Number:</b>	71100 - Regular Instruction Program	<p><b>DUAL ENROLLMENT OPPORTUNITIES:</b>  Dual Enrollment courses will be contracted with local colleges and universities so our homeless students will not be stigmatized by not having the funds to enroll and attain college credits will attending our high school (\$5,000.00).</p>
<b>Line Item Number:</b>	399 - Other Contracted Services	
<b>Use of Funds:</b>	Providing Academic Supports	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$5,000.00	
<b>Line Item Total:</b>	\$5,000.00	
<b>Account Number:</b>	71100 - Regular Instruction Program	
<b>Line Item Number:</b>	499 - Other Supplies and Materials	
<b>Use of Funds:</b>	Providing Academic Supports	<p>Funds to purchase school supplies, dual enrollment textbooks, glasses, and other materials for students to participate in school (\$8,004.05)</p>
<b>Optional Program Code:</b>		

Location Elizabethton (101)

Code:

Quantity:

1.00

Cost:

\$8,004.05

Line Item  
Total:

\$8,004.05

**Total for 71100 - Regular Instruction Program:** \$24,850.90

**Total for all other Account Numbers:** \$13,042.79

**Total for all Account Numbers:** \$37,893.69

**Adjusted Allocation:** \$37,893.69

**Remaining:** \$0.00

Budget Detail

**Elizabethton (101) Public District - FY 2023 - ARP Homeless 2.0 - Rev 0 - ARP Homeless 2.0**

72130 - Other Student Support - \$8,921.79 ▼

Budget Detail		Narrative Description
<b>Account Number:</b>	72130 - Other Student Support	Supplement for Homeless Liaison to provide program administration of ARP Homeless 2.0 grant funds. The stipend (\$1,715.00) will be for the liaison (.033 FTE).
<b>Line Item Number:</b>	189 - Other Salaries & Wages	
<b>Use of Funds:</b>	LEA Program Administration	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$1,715.00	
<b>Line Item Total:</b>	\$1,715.00	
<b>Account Number:</b>	72130 - Other Student Support	
<b>Line Item Number:</b>	201 - Social Security	
<b>Use of Funds:</b>	LEA Program Administration	Social Security for the Homeless Liaison for program administration (\$106.00).

<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$106.00	
<b>Line Item Total:</b>	\$106.00	
<b>Account Number:</b>	72130 - Other Student Support	State Retirement for our Homeless Liaison to provide program administration (\$154.00).
<b>Line Item Number:</b>	204 - State Retirement	
<b>Use of Funds:</b>	LEA Program Administration	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$154.00	
<b>Line Item Total:</b>	\$154.00	
<b>Account Number:</b>	72130 - Other Student Support	Employer Medicare for the Homeless Liaison to provide program administration (425.00).

<b>Line Item Number:</b>	212 - Employer Medicare
<b>Use of Funds:</b>	LEA Program Administration
<b>Optional Program Code:</b>	
<b>Location Code:</b>	Elizabethton (101)
<b>Quantity:</b>	1.00
<b>Cost:</b>	\$25.00
<b>Line Item Total:</b>	\$25.00
<b>Account Number:</b>	72130 - Other Student Support
<b>Line Item Number:</b>	599 - Other Charges
<b>Use of Funds:</b>	Providing Short-Term Housing Support...
<b>Optional Program Code:</b>	
<b>Location Code:</b>	Elizabethton (101)
<b>Quantity:</b>	1.00
<b>Cost:</b>	\$6,921.79

Funds to pay for Emergency temporary housing (hotel) for families experiencing homelessness (\$6,921.79).

Line Item Total: \$6,921.79

Total for 72130 - Other Student Support: \$8,921.79

Total for all other Account Numbers: \$28,971.90

Total for all Account Numbers: \$37,893.69

Adjusted Allocation: \$37,893.69

Remaining: \$0.00

Budget Detail

**Elizabethton (101) Public District - FY 2023 - ARP Homeless 2.0 - Rev 0 - ARP Homeless 2.0**

72710 - Transportation - \$4,121.00 ▼

Budget Detail		Narrative Description
<b>Account Number:</b>	72710 - Transportation	Transportation, for students identified as being homeless, to and from school, from tutoring, to doctor, dentist, health department, and optometry visits (\$3,515.00).
<b>Line Item Number:</b>	146 - Bus Drivers	
<b>Use of Funds:</b>	Providing Transportation	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$3,515.00	
<b>Line Item Total:</b>	\$3,515.00	
<b>Account Number:</b>	72710 - Transportation	
<b>Line Item Number:</b>	201 - Social Security	
<b>Use of Funds:</b>	Providing Transportation	

<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$220.00	
<b>Line Item Total:</b>	\$220.00	
<b>Account Number:</b>	72710 - Transportation	<div style="border: 1px solid black; padding: 5px;">           State Retirement for bus drivers providing transportation, for students identified as being homeless, to and from school, from tutoring, to doctor, dentist, health department, and optometry visits (\$335.00).         </div>
<b>Line Item Number:</b>	204 - State Retirement	
<b>Use of Funds:</b>	Providing Transportation	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$335.00	
<b>Line Item Total:</b>	\$335.00	
<b>Account Number:</b>	72710 - Transportation	<div style="border: 1px solid black; padding: 5px;">           Medicare for Bus drivers providing transportation, for students identified as being homeless, to and from school, from tutoring,         </div>

<b>Line Item Number:</b>	212 - Employer Medicare	to doctor, dentist, health department, and optometry visits (\$51.00)
<b>Use of Funds:</b>	Providing Transportation	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$51.00	
<b>Line Item Total:</b>	\$51.00	
<b>Total for 72710 - Transportation:</b>		\$4,121.00
<b>Total for all other Account Numbers:</b>		\$33,772.69
<b>Total for all Account Numbers:</b>		\$37,893.69
<b>Adjusted Allocation:</b>		\$37,893.69
<b>Remaining:</b>		\$0.00

Budget Overview

**Elizabethton (101) Public District - FY 2023 - ARP Homeless 2.0 - Rev 0 - ARP Homeless 2.0**

Filter by Location: All - \$37,893.69 ▼

Line Item Number	Account Number	71100 - Regular Instruction Program	72130 - Other Student Support	72710 - Transportation	Total
146 - Bus Drivers				3,515.00	3,515.00
189 - Other Salaries & Wages		10,000.00	1,715.00	0.00	11,715.00
201 - Social Security		620.00	106.00	220.00	946.00
204 - State Retirement		1,030.00	154.00	335.00	1,519.00
212 - Employer Medicare		196.85	25.00	51.00	272.85
399 - Other Contracted Services		5,000.00	0.00	0.00	5,000.00
499 - Other Supplies and Materials		8,004.05	0.00	0.00	8,004.05
599 - Other Charges		0.00	6,921.79	0.00	6,921.79
<b>Total</b>		<b>24,850.90</b>	<b>8,921.79</b>	<b>4,121.00</b>	<b>37,893.69</b>

Account Number	71100 - Regular Instruction Program	72130 - Other Student Support	72710 - Transportation	Total
Line Item Number				
	<b>Adjusted Allocation</b>			37,893.69
	<b>Remaining</b>			0.00

**Elizabethton (101) Public District - FY 2023 - ARP Homeless 2.0 - Rev 0 - ARP Homeless 2.0**

**\* ARP Homeless 2.0 Budget Options**

- LEA generated \$5,000 or more and will function as a Stand-Alone System (LEA will continue to the Consortia Budget Review page and select the N/A - LEA is not joining a consortium and then enter a budget on the Budget page)
- LEA will act as the Fiscal Agent for other LEAs (Fiscal Agent will enter ARP Homeless 2.0 budget that includes consortia members in ePlan on the Budget page.)
- LEA does not generate at \$5,000 and will join consortia to utilize ARP Homeless 2.0 funds. (Consortia member will enter their budget on the Consortia Budget Review page.)
- LEA is releasing ALL generated ARP Homeless 2.0 funds. (LEA will only complete the cover page of the ARP Homeless 2.0 application.)

List consortia members if applicable.

**Resources**

[Click here to open the application guidance document.](#)

**Elizabethton (101) Public District - FY 2023 - ARP Homeless 2.0 - Rev 0 - ARP Homeless 2.0**

Note that consortia budgets will not auto-populate on the Spending Plan page.

N/A - LEA is not joining a consortium

Consortium Member Budget - Only LEAs who receive an allocation less than \$5,000 and will participate in consortia should complete this page.

	Budget Tag	Amount	Narrative Description
<b>71100: Regular Instructional Education</b>			
Select...	Select...	\$	
<b>Sub-Total: 71100 Subtotal Regular Instructional Education</b>		\$ 0	
<b>72130: Support Services / Other Student Support</b>			
Select...	Select...	\$	
<b>Sub-Total: 72130 Support Services / Other Student Support</b>		\$ 0	
<b>72210: Regular Instructional Program Support Services</b>			
Select...	Select...	\$	
<b>Sub-Total: 72210 Regular Instructional Program Support Services</b>		\$ 0	
<b>72710: Support Services / Transportation</b>			
Select...	Select...	\$	

Sub-Total: 72710 Support Services / Transportation		\$ 0
Grand Total		\$ 0
Allocation		\$ 0.00
Remaining		\$ 0

**Resources**

[Click here to open the Technical Application Guide.](#)

LEA Program Administration

**Elizabethton (101) Public District - FY 2023 - ARP Homeless 2.0 - Rev 0 - ARP Homeless 2.0**

**\* Program Administration: The reasonable and necessary costs to manage the federal grant in a compliant and effective manner.**

**The LEA is utilizing grant funds to administer the ARP Homeless 2.0. (LEAs may reserve up to 5% of the total allocation for grant administration purposes.) Complete the table and narrative prompt below.**

**The LEA is not utilizing grant funds to administer the ARP Homeless 2.0.** Provide information of how the grant program will be administered, including the title of the staff responsible for the grant administration, the FTE(s), and the other funding sources that will contribute to administrative staff salaries/benefits below. No additional information is required on this page..

**Systemwide Administration for Grant Administration - Staff in this table, are those who work in the central office on the direct administration of the grant.**

	Headcount	FTE
Administration		
Resource Specialist		
Program/Project Director		
Other (specify) Homeless Liaison	1.00	0.03
<b>Total</b>	<b>1</b>	<b>0.03</b>

Provide a description of the reasonable and necessary administrative activities and personnel. This includes the FTE and amount deducted from the grant.

The Homeless Liaison receives a stipend as a Title I setaside to currently administer the Homeless program. The additional \$1,715.00 from ARP 2.0 will be used to administer the grant-funded programs associated with the ARP 2.0 funds. Funds will be used to provide subject and/or grade-level tutoring at all schools. Transportation to and from school along with transportation from tutoring after school will be scheduled by the liaison as well. Dual enrollment opportunities will be afforded to Homeless students, at no cost, which will include books. Lastly, our liaison will secure emergency, temporary housing for families qualified as homeless.

## **Resources**

[Click here to open the Funding Application Guide.](#)

Personnel Details (Systemwide)

**Elizabethton (101) Public District - FY 2023 - ARP Homeless 2.0 - Rev 0 - ARP Homeless 2.0**

**Systemwide Instruction & Support - Staff in this table are those who are supported with one-time funds and work across multiple school sites as needed.**

	Headcount	FTE
Coaches / Consulting Teachers	<input type="text"/>	<input type="text"/>
Instructional Paraprofessionals	<input type="text"/>	<input type="text"/>
Non-Instructional Paraprofessionals	<input type="text"/>	<input type="text"/>
Interventionists	<input type="text"/>	<input type="text"/>
Parent and Family Engagement	<input type="text"/>	<input type="text"/>
Other (specify)	<input type="text"/>	<input type="text"/>
<b>Total</b>	<input type="text" value="0"/>	<input type="text" value="0"/>

**Resources**

[Click here to open the Funding Application Guide.](#)

Regular School-Year - Staff in this table are funded with ARP Homeless 2.0 and work in schools during the regular school year.

School Name	LEA ID - School Number	Teachers		Paraprofessionals		Interventionists		School Counselors		Parent and Family Engagement		Other 1 - Specify		Other 2 - Specify		Other 3 - Specify		Other 4 - Specify		Total		
		Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	
		5	0.65																		5	0.65
<b>Total</b>		5	0.65	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	0.65

**Resources**

[Click here to open the Funding Application Guide.](#)

N/A

**Summer School Personnel Funded with ARP Homeless 2.0**

School Name	LEA ID - School Number	Teachers		Paraprofessionals		Instructional Facilitators		Site Administrator / Clerical		School Counselors		Parent and Family Engagement		Other - Specify	
		Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE
<b>Total</b>		0	0	0	0	0	0	0	0	0	0	0	0	0	0

**Resources**

[Click here to open the Funding Application Guide.](#)

Spending Plan

**Elizabethton (101) Public District - FY 2023 - ARP Homeless 2.0 - Rev 0 - ARP Homeless 2.0**

**Planning**

\* (1) Reflect on the challenges that the LEA's homeless program faced during the COVID-19 pandemic. In the response, consider challenges around identification, transportation, housing, delivery of resources and services, school/extra-curricular attendance, etc. (2) How were these challenges determined? What data was used and what stakeholders were involved? (3) What prioritized educational, social, emotional, and/or mental health needs of homeless children and youths served by the LEA were identified by these challenges?

**Challenges:**

Identifying students was a challenge as some opted for virtual learning and teachers working with in-person learning and covering virtual learning as well. Student and staff illness presented issues with continuity. Fewer students rode buses because of the inability to social distance from each other. Parents were trying to find a way to work and stay home with students that were virtual or quarantined. Some may have lost jobs as a result. Those participating in extra curricular activity saw most of their games/matches cancelled, which had an emotional impact on many. Surveys and information pertaining to the school day, Health and Safety, choice of in-person or virtual learning, health guidelines, virtual instruction and going one-to-one in the middle of the year. Parents and Healthcare workers (Carter County Health Department) were used extensively. Counselors were working overtime to try and meet the needs of students that saw their world turned upside down. Dealing with the difficulties of school and possible sick or infected family members or friends battling sickness and death. As a result of countless calls from the commissioner of education, the health department, discussions with other superintendents, parents, teachers, and students, it was determined to contract for a second mental Health Coach (ESSER 1.0 & 2.0), hire a Sociologist (ESSER 3.0), two Graduation Coaches, TN All Corp Teachers and Assistants (ESSER 3.0), and Project On-Track tutors. These hires will benefit the social, mental, and academic needs of all students in the district along with our homeless population.

**Services**

\* Describe how the supplemental **educational programs and services** provided with these funds will meet the identified needs of the LEA's students in transition. (i.e., tutoring, extended school programming, etc.)

Hiring a tutor for homeless students in each building will provide specific assistance in areas needed as identified by the classroom teacher(s) and shared with our homeless liaison. They will work in concert with other teachers hired using ESSER 2.0 funds so students can not only get grade-level support but also subject specific assistance. One area of need that will have a profound impact on homeless students is the need to enroll and take dual enrollment classes. Many of our students enroll and earn college credit. In the past, when we had the MV grant, we offered dual enrollment classes. We found many homeless students were not enrolled due to the lack of funds, or transportation. We will address both if funds are received. Transportation from tutoring to the students home will also be a big help for many and will be a huge benefit for the homeless students as several had no way home in the late afternoon and would not stay after school.

\* Describe how the supplemental **wrap-around services and supports** provided with these funds will meet the identified needs of the LEA's students in transition (i.e., mental health supports, access to social workers, community-based supports, etc.)?

Having additional transportation will allow us to transport Homeless students to the health department for treatment, vaccines, and dental procedures they might not normal receive. Filling prescriptions for glasses will be easier and is also appreciated. Transportation provided to and from a local hotel will be available as an emergency temporary housing solution for those needing continuity of services. Contracted mental health services will be provide throughout the system along with opportunities for our social worker to step in and attempt to make a difference in a child's life.

### **Use of Funds**

For each of the allowable uses of funds below: (1) describe the proposed activities and use of funds, (2) explain how each activity addresses an established need and (3) how the effectiveness of each activity will be assessed.

**1. Staffing Supports**

\$  Amount

The amount box auto-populates based on inputs from the Budget Page.

Describe the proposed activities and use of funds. Explain how each activity addresses an established need and how the effectiveness of each activity will be assessed.

**2. Providing Communication Supports**

\$  Amount

The amount box auto-populates based on inputs from the Budget Page.

Describe the proposed activities and use of funds. Explain how each activity addresses an established need and how the effectiveness of each activity will be assessed.

**3. Providing Counseling and Social Work Service Supports**

\$  Amount

The amount box auto-populates based on inputs from the Budget Page.

Describe the proposed activities and use of funds. Explain how each activity addresses an established need and how the effectiveness of each activity will be assessed.

**4. Providing Wrap Around Supports**

\$  Amount

The amount box auto-populates based on inputs from the Budget Page.

Describe the proposed activities and use of funds. Explain how each activity addresses an established need and how the effectiveness of each activity will be assessed.

### 5. Providing Academic Supports

\$ 24,850.90 Amount

The amount box auto-populates based on inputs from the Budget Page.

Describe the proposed activities and use of funds. Explain how each activity addresses an established need and how the effectiveness of each activity will be assessed.

Students will have the benefit of having a teacher in each building designated to tutor homeless students before or after school. These tutors differ from other school tutors as they only serve our qualifying homeless students (before and after school). These homeless students will benefit from having bus transportation to school and home (in the afternoon), which is something we do not offer to other students beyond the regular school day. While transportation is provided to everyone at the beginning and end of the day, these students will be provided transportation to arrive before school begins for tutoring, or after their tutoring concludes later in the afternoon. High school students will also have an opportunity to sign up and complete dual enrollment classes to earn high school and college credit. Books and supplies will also be provided. Lastly, students K-8 will have the opportunity to stay after school in the Extended School Program (ESP) and receive a snack, & homework assistance.

### 6. Providing Early Childhood Education Supports

\$ 0.00 Amount

The amount box auto-populates based on inputs from the Budget Page.

Describe the proposed activities and use of funds. Explain how each activity addresses an established need and how the effectiveness of each activity will be assessed.

### 7. Providing Transportation

\$ 4,121.00 Amount

The amount box auto-populates based on inputs from the Budget Page.

Describe the proposed activities and use of funds. Explain how each activity addresses an established need and

how the effectiveness of each activity will be assessed.

Transportation of students to and from school is a barrier that is very hard to overcome. We have funding now to address this need beyond the scope of our daily bus routes. This has not been a huge need due to the size of our district (small), but when needed, it is of the utmost importance. This includes transportation home after tutoring services.

### 8. Providing Short-Term Housing Supports

\$ 6,921.79 Amount

The amount box auto-populates based on inputs from the Budget Page.

Describe the proposed activities and use of funds. Explain how each activity addresses an established need and how the effectiveness of each activity will be assessed.

Emergency, short-term housing at a local motel for up to 3 nights will be secured by our homeless liaison to ensure continuity of services.

### 9. LEA Program Administration

\$ 2,000.00 Amount

The amount box auto-populates based on inputs from the Budget Page.

### Timeline

\* Describe the timeline for ARP Homeless 2.0 implementation. Include a general timeline for all aspects of the grant, including planning, hiring of staff, ordering supplies/materials, establishing services for students, etc.

All of the logistics associated with the timeline were completed last year. Discussion was held concerning the award, the services that could be provided and then finalizing a budget. After approval last year, implementation was led by, and coordinated by our homeless liaison. Service offerings were put on our district website and office staff were

trained in identifying homeless students. For the first time, we were able to provide short-term housing for several students and families. This was so awesome to be able to truly provide an answer to a need.

### Funding Coordination

\* Check the boxes to indicate which funding sources will be coordinated with ARP Homeless 2.0 funds

- Title I, Part A Homeless Set-Aside
- McKinney-Vento Subgrant
- ESSER 1.0
- ESSER 2.0
- ESSER 3.0
- ARP Homeless 1.0
- Other Funding Source

If **Other** is checked, what is the funding source.

\* Describe how educational and wrap-around services/purchases (1) coordinate with and (2) supplement the programs and services provided under other programs, including the Title I, Part A homeless set-aside, the McKinney-Vento subgrant, and ESSER 1.0, 2.0, and 3.0 as indicated above.

Tutoring services will be offered specifically to Homeless students with one tutor hired in each building. These tutors will work with other tutors hired with ESSER 2.0 funds, to ensure grade-level, and subject-levels are met. Transportation will be available to and from school (GP Funds), as well as from tutoring (ARP 2.0 funds). Social, mental, and emotional needs will be addressed by the new system Sociologist (ESSER 3.0) and with graduation coaches and interventionists (ESSER 3.0), and the mental health coaches contracted using ESSER 2.0 funds. Transportation will also be provided to and from school to a local motel for up to 3 days and nights as an emergency service for homeless students. The funds are from ARP 2.0.

**Resources**

[Click here to open the Funding Application Guide.](#)

Assurances

**Elizabethton (101) Public District - FY 2023 - ARP Homeless 2.0 - Rev 0 - ARP Homeless 2.0**

\* The local educational agency (LEA) hereby assures the state education agency (SEA) that the LEA meets each of the following conditions:

**Assurances**

1. Activities must align with the intent and purpose of the American Resource Plan Act for Homeless Children and Youth (ARP).
2. Funds will be administered in a manner consistent with all the requirements of the Education for Homeless Children and Youths (EHCY) program.
3. ARP Homeless 2.0 funds must be administered by the LEA established Homeless Children Liaison.
4. The LEA(s) assures that the combined fiscal effort per student, or the aggregate expenditures of that agency and the state with respect to the provision of free public education by such agency for the fiscal year preceding the fiscal year for which the determination is made, was not less than 90 percent of such combined fiscal effort or aggregate expenditures for the second fiscal year preceding the fiscal year for which the determination is made.
5. The LEA shall report spending progress and reimbursement request on a quarterly basis to the Tennessee Department of Education.
6. The LEA will use funds received under the grant to supplement, not supplant, funds used before the award of the grant for purposes of providing services to homeless children and youth, including the McKinney-Vento subgrant, and ESSER 1.0, 2.0, and 3.0.
7. All programs, services, and activities covered by this Grant Application will be operated in accordance with state and federal laws, regulations, as well as approved policies and rules as established by the Tennessee State Board of Education and the Tennessee Department of Education. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
8. Recognize that state approval of an application does not relieve the LEA of its responsibility to comply with all applicable program and fiscal requirements.

9. Grant funds will not be expended in any manner other than as outlined in the budgeted section of the approved grant application will only be made for allowable costs. Any changes to the original budget must be pre-approved by the State before line items are modified.

10. The LEA acknowledges that this program is subject to funds availability and that the State reserves the right to terminate program activities and expenditures for convenience at any time.

11. Keep such records, and provide such information to the State, as may be reasonably required for fiscal audit, data reporting, and program evaluation ARP section.

12. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in any education program or activity receiving federal financial assistance; and

13. All regulations, guidelines, and standards issued by the Tennessee Department of Education and U.S. Department of Education under any of these statutes.

**Elizabethton (101) Public District - FY 2023 - ARP Homeless 2.0 - Rev 0 - ARP Homeless 2.0 Checklist**

Checklist cannot be viewed while the application is under review.



# MILLIGAN

UNIVERSITY

Date: September 16, 2022

Principal Investigator: **Sheri Nelson**, Graduate Student, Milligan University

From: The Institutional Review Board (IRB) at Milligan University

Project: *The relationship between social emotional learning and students' academic performance at a selected high school in Northeast Tennessee*

IRB Tracking Number: 2022-27

IRB Approval Number: Exp2209141109

Subject: **Final Approval**

On behalf of the Milligan University Institutional Review Board (IRB), we are writing to inform you that the above-mentioned study has been approved as expedited. This approval also indicates that you have fulfilled the IRB requirements for Milligan University.

All research must be conducted in accordance with this approved submission, meaning that you will follow the research plan you have outlined here, use approved materials, and follow university policies.

Take special note of the following important aspects of your approval:

- Any changes made to your study require approval from the IRB Committee before they can be implemented as part of your study. Contact the IRB Committee at [IRB@milligan.edu](mailto:IRB@milligan.edu) with your questions and/or proposed modifications;
- If there are any unanticipated problems or complaints from participants during your data collection, you must notify the Milligan University IRB Office within 24 hours of the data collection problem or complaint.

The Milligan University IRB Committee is pleased to congratulate you on the approval of your research proposal. Best wishes as you conduct your research! If you have any questions about your IRB Approval, please contact the IRB Office and copy your faculty advisor if appropriate on the communication.

On behalf of the IRB Committee,

David D Gibbons, Ph.D.  
Chair, Institutional Review Board  
Milligan University



# MILLIGAN UNIVERSITY

## Research Study Plan and Informed Consent

*Template instructional note: The fillable fields on this template will show in shaded text boxes when your cursor hovers over the fields. Wherever template text does not apply, replace with N/A (or something equivalent.) If you have any issues with this template, contact the Office of IRE.*

Research Project Overview:	
<b>Study/Project Title:</b> <small>(Add your descriptive title for the nature/purpose of the research)</small>	The relationship between social emotional learning and students' academic performance at a selected high school in Northeast Tennessee
Principal Investigator:	<b>Name (Sheri Nelson)</b> Email: <a href="mailto:slnelson@milligan.edu">slnelson@milligan.edu</a> Phone: (423)366-9068 Relation to Milligan: Graduate Student <small>(Please state: Faculty, Graduate Student, Undergraduate Student, or Staff; if other, describe)</small>
Faculty Advisor <sup>1</sup> :	<b>Name (Dr. Mark Dula)</b> Email: <a href="mailto:medula@milligan.edu">medula@milligan.edu</a> Phone: (423)461-8746
Research Assistant(s)/Co-Investigator(s):	Name(s): N/A Email(s): xxx@xxx.xxx
Outside Collaborations: <small>(If yes, describe names, addresses, emails, phone contacts, etc.)</small>	N/A
Proposed Study Start:	October 1, 2022
Proposed Study End:	December 16, 2022
Funding: <small>(If yes, explain the sources of funding for the project. Specifically, that for:</small> <ul style="list-style-type: none"> <li>• <b>Federally</b> funded research projects</li> <li>• Projects funded by <b>collaborating</b> organizations.)</li></ul>	N/A

<sup>1</sup> For principal investigators who are students

### Study/Project Description:

(Please describe your research project. Tell us what you will be asking your participants to do in your study and elaborate on any measures/instruments/tests or activities they will complete as part of the study.)

The purpose of the proposed study is to investigate the relationship between social emotional learning and students' academic performance at a selected high school in Northeast Tennessee. This study will be a predictive design quantitative study to answer the following questions:

1. Is there a relationship between Social-Emotional Learning (SEL) and Academic Achievement?
2. Can a school's SEL survey be used to identify at-risk academic performance groups?
3. What is the relationship between students' SEL Collaborative Capacity and Lifelong Learning scores to academic achievement?

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4. Is there a significant difference in average SEL scores between academic achievement areas of Math, ELA, and College and Career Readiness as benchmarked by ACT scores?
5. Can students SEL scores be used to identify potential interventions to narrow any identified achievement gaps?

**Research Methods:**

(Identify the research methods to be employed for this study/project. Specify and describe the following as applicable: Experiment or Lab Observation; Anonymous Survey; Interview or Non-Anonymous Survey; Archival for Secondary Data Analysis; Field Observation; Pilot Study; Focus Group, Other methods – describe.)

This study is designed to investigate the relationship between social emotional learning and student academic achievement. This study is a predictive design quantitative study to identify at-risk academic performance groups and to plan for appropriate instructional interventions and supports. Research and data show the benefits of SEL programs and initiatives, and the outcomes of programs and initiatives as predictors of school success. However, more data on academic achievement outcome areas are needed.

The population of the study will be the 2022-2023 school year student body of the selected high school in Northeast Tennessee, with a current school population of approximately 876 students serving a city of approximately 13,568 residents. The sample will include students from the school year who voluntarily take the school's annual SEL survey. The survey is administered yearly, and twice throughout the school year- once in the fall, and once in the spring. The sample will be chosen from the fall administration of the survey. The survey results will be correlated to academic achievement of the same students on standardized testing of the same semester, such as college readiness testing and state achievement Math and ELA testing to determine if identified social emotional learning gaps as determined by SEL scores can determine appropriate instructional supports and interventions.

The selected school established a partnership with the XQ Network in 2017 upon receipt of a five-year grant and award to "Rethink High School". This grant cycle resulted in annual disbursements of \$500,000 built upon school performance, learner goals, student voice, community partnerships, technology, and personnel. Social and emotional learning is also a focus of the grant cycle in all schools funded by the XQ Network. Assessing SEL is unique to the school in this study due to the membership of the XQ Network. Schools in Tennessee are not required to administer SEL surveys. However, the instrument used to measure SEL in this study is consistent with the Tennessee Department of Education's Social and Personal Competencies. The SEL instrument used in this study developed through data, research, and policy at XQ Institute by leveraging input from teachers and school leaders, and allowing methodological process to follow. Therefore, the SEL survey instrument emerged from action research.

**Research Plan, Procedures, and Methods:**

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(Describe the overall plan, approach, and experimental design to be used for this research study.)

- Describe study procedures and estimate how long each procedure, survey, etc. will take, preferably as a bulleted list. Be clear about how many times data will be collected.
- For questionnaire/interview research, provide the full instrument along with the related cover letter and/or instructions.
- Describe if participants will be exposed to interventions or treatments intended to permanently change a participant's physical or mental status or wellbeing.
- Describe if participants will be exposed to psychological interventions, such as deception or contrived social situations.
- In the case of biomedical or behavioral-health research, state whether there are any alternate procedures or course of treatment that might be advantageous to the research participant.
- Describe procedures for follow-up and/or debriefing, especially in studies involving deception or intervention.
- Describe procedures to address any adverse effects from participation in the study.
- For any research requiring permission from outside institutions or organizations (e.g., hospital, school), explain how the process to seek permission from the institution or organization (which has the responsibility for the participants) will be carried out **after** initial IRB approval. Be aware that the *final approval* is conditional on documentation from the outside institution or organization.)

This study is designed to investigate the relationship between social emotional learning and student academic achievement. This study is a predictive design quantitative study to identify at-risk academic performance groups and to plan for appropriate instructional interventions and supports. Research and data show the benefits of SEL programs and initiatives, and the outcomes of programs and initiatives as predictors of school success. However, more data on academic achievement outcome areas are needed.

The instrumentation for this study is given annually to all students in schools in the XQ Network with the option to "opt out" of the survey. The survey has been administered for each cycle of the XQ grant years, with the 2022-2023 school year being the final administration year. Students answer the questions in two parts, and the questions are clustered in seven categories consistent with the research questions in this study: Self Awareness, Social Awareness, Interpersonal Skills, Social Negotiation, Self-Management, Self-Management, Self-Directed Learning, and Social Agency. Students identify a rank on a Likert-type scale, with 0 = I prefer not to respond. The school must obtain student and parent consent to complete the survey in accordance with local and state policies. The survey is administered in a single setting during a time set by school administration. Consent is received from parents and students assent to participation at the beginning of each part of the survey. Participation is not required or associated with a class grade. Students are given the option to "prefer not to answer" on the first question about participation, and not required to participate if they choose this answer. Students use a secure ID for login to the survey to protect identity, which is derived from the student information system used by the school. Students take the survey using their school issued technology device. Read-aloud accommodations are available upon request.

Once permission for Milligan IRB and the local school district is received the survey data and academic achievement data may be cross-referenced. All students who participate in the survey use a student identification number that is consistent with the student information system used for testing identification. A separate list will be generated of students who took the survey and also participated in fall state ELA, Math, and College Readiness Exams. Using the two lists, data will be analyzed using the Statistical Package for the Social Sciences (SPSS). Data will be analyzed to identify at-risk students and

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determine appropriate academic supports and interventions. No demographics or subgroups, such as race, ethnicities, special education, or economically disadvantaged status will be identified in the data lists for the purpose of this study.

My job title grants me access to school and district testing data, therefore, I already have access to student and school academic data. The data will be stored safely on a school-issued computer with appropriate security protocol. After gathering necessary data for the purpose of this study, any identifying student data will be "scrubbed", which includes student level identification numbers connected to the answers from the survey instrument. The research data will not be shared for any other studies.

#### **Study Participant Recruitment:**

(Describe the inclusion criteria for participants in this study, to include:

- The approximate number of participants to be recruited
- The age, gender, and other desired demographic
- Other relevant criteria
- How participants are to be recruited/selected for participation
- Describe any special populations to be recruited (i.e., children, prisoners, etc.)
- Describe the duration of their participation (i.e., one interaction vs. multiple)
- Any compensation/consideration (gifts, reimbursement, etc.) to be given in exchange for participation
- How that compensation/consideration will be received by the participants.)

The population of the study will be the 2022-2023 school year student body of the selected high school in Northeast Tennessee, with a current school population of approximately 876 students serving a city of approximately 13,568 residents. The sample will include students from the school year who voluntarily take the school's annual SEL survey. The same includes grades 9-12. At present, enrollment for the school is 876 students- 52% male and 48% female. The survey is administered yearly, and twice throughout the school year- once in the fall, and once in the spring. The sample will be chosen from the fall administration of the survey, usually administered around mid-October. The survey results will be correlated to academic achievement of the same students on standardized testing of the same semester to determine if identified social emotional learning gaps as determined by SEL scores can determine appropriate instructional supports and interventions. ELA and Math formative benchmark testing is completed in late October at the school, and state testing is completed in late November/early December. College Readiness testing is completed in mid-October.

The selected school established a partnership with the XQ Network in 2017 upon receipt of a five-year grant and award to "Rethink High School". This grant cycle resulted in annual disbursements of \$500,000 built upon school performance, learner goals, student voice, community partnerships, technology, and personnel. Social and emotional learning is also a focus of the grant cycle in all schools funded by the XQ Network. Assessing SEL is unique to the school in this study due to the membership of the XQ Network. Schools in Tennessee are not required to administer SEL surveys. However, the instrument used to measure SEL in this study is consistent with the Tennessee Department of Education's Social and Personal Competencies. The SEL instrument used in this study devoped

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through data, research, and policy at XQ Institute by leveraging input from teachers and school leaders, and allowing methodological process to follow. Therefore, the SEL survey instrument emerged from action research, and has been administered at the selected school during the previous annual grant cycles. Previous survey administrations have ranged in student participation from a high of 97% to a low of 48% during remote instruction at the beginning of the Covid-19 Pandemic.

### Benefits:

(Identify and describe any benefits or potential benefits associated with this research project for either the participants, group of participants, or other general population. State whether or not these benefits are guaranteed. Describe any incentives you may use to encourage participation, e.g., extra credit, gift cards.)

Social emotional learning is part of high-quality education for all student to support academic and development outcomes for success. Teaching SEL skills in the classroom along with academic learning is important. According to the Tennessee Department of Education, SEL skills empower children and adults, ensuring their success in school and in life (2014). Research and data show the benefits of SEL programs, and the outcomes of the programs as predictors of school success. However, more data on academic achievement outcome areas are needed, as well as how to apply interventions based on students' needs to improve student capacity to engage in academic learning, increase academic achievement, improve attitude toward self and others, improve social behaviors, and decrease behavioral problems.

### Risks:

(Identify and describe the risks associated with this research project.

- Describe the reasonable, foreseeable risks or discomforts (physiological, psychological, social)
- Describe actions to be taken to minimize risks/discomforts
- Describe any additional costs to the research participants that may result from participation in the research.
- Describe any anticipated circumstances under which the participant's participation may be terminated by the Principal Investigator without regard to the research participant's consent.)

The probability and of harm or discomfort anticipated in the research are not greater than those ordinarily encountered in daily life or during the performance of routine physical and psychological examinations or tests and that confidentiality is sufficiently protected.

The school must obtain student and parent consent to complete the survey in accordance with local and state policies. The survey is administered in a single setting during a time set by school administration. There is minimal loss of instructional time. Consent is received from parents and students assent to participation at the beginning of each part of the survey. Participation is not required or associated with a class grade. Students are given the option to "prefer not to answer" on the first question about participation, and not required to participate if they choose this answer. Students use a secure ID for login to the survey to protect identity, which is derived from the student information system used by the school. Students take the survey using their school issued technology device. Read-aloud accommodations are available upon request. No demographics or subgroups, such as race, ethnicities, special education, or economically disadvantaged status will be identified in the data lists for the purpose of this study.

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My job title grants me access to school and district testing data, therefore, I already have access to student and school academic data. The data will be stored safely on a school-issued computer with appropriate security protocol. After gathering necessary data for the purpose of this study, any identifying student data will be "scrubbed", which includes student level identification numbers connected to the answers from the survey instrument. The research data will not be shared for any other studies.

### Informed Consent

(Describe how research participants will be informed of the nature of their participation in this research study, their rights during and after the study, and how their personal information will be handled. Specifically highlight how informed consent will be obtained from any special populations. If informed consent is not necessary or feasible, provide the justification and rationale accordingly.)

Participation in this study is voluntary. <Describe here how research participants will be informed.>

An *Informed Consent* form for this study:

- Is described in **Appendix A**
- Is not required (*NOTE: This selection is infrequent for research conducted at Milligan.*)

### Privacy and Confidentiality of Data:

(Describe how the study participants' privacy will be maintained before, during and after the study:

- Describe if participants' identity and related study data will be totally anonymous (like an anonymous survey link), or if the participants Personal Identifying Information (PII) will be collected and connected to their research data.
- Describe what PII will be collected, and how that PII will be maintained confidentially before, during and after the study.
- Describe how the research data will be used and reported to maintain the participants' confidentiality.)

Students use a secure numerical ID for login to the survey to protect identity, which is derived from the student information system used by the school. Students take the survey using their school issued technology device. All students who participate in the survey use a student identification number that is consistent with the student information system used for testing identification. A separate list will be generated of students who took the survey and also participated in fall state ELA, Math, and College Readiness Exams. No demographics or subgroups, such as race, ethnicities, special education, or economically disadvantaged status will be identified in the data lists for the purpose of this study.

My job title grants me access to school and district testing data, therefore, I already have access to student and school academic data, which are stored in secure, encrypted student information systems with limited access by school or district personnel. I have completed necessary ethics, security, and testing protocol training on the safe and secure maintenance of student data provided by the Tennessee Department of Education. The data will be stored safely on a school-issued computer with appropriate security protocol. After gathering necessary data for the purpose of this study, any identifying student data will be "scrubbed", which includes student level identification numbers connected to the answers from the survey instrument. The research data will not be shared for any other studies.

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Research data shall be maintained at all times in a secure manner by the Principal Investigator on a password protected Milligan network drive, or Milligan account within research/archival software (such as Qualtrics, Sharepoint). The research data will be maintained by the Milligan Investigator (or designee) for 3 years, at which time the digital (and any related physical data) will be securely destroyed per the *Human Research Protections Program* policies. The culminating research report shall be archived in a central location on Sharepoint maintained by the IRB and the Office of Institutional Research and Effectiveness (IRE). The Principal Investigator will retain a personal copy of the culminating research report/document.

The research data and/or specimens from this study:

- Will not be used for any other studies
- May be stored for use in secondary research (broad consent to store will be obtained)
- May be used in secondary research (broad consent to use will be obtained)

**Results and Reports:**

(Describe the following:

- how the results of the research study will be used.
- how the results will be disseminated outside of Milligan (i.e., professional publication, media, employers, etc.)
- how the results will be disseminated to research participants, should they request to be informed or have access to the findings.)

The findings from this research will be used and disseminated as follows:

- The results will be used for completion of the research and dissertation requirement of the Milligan University Ed.D. Program of Study.

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**Appendix A – Informed Consent Form**

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## Research Participant Informed Consent Form

### Invitation to Participate

You are invited to participate in a Milligan University sponsored research study. This form is part of a process called “informed consent” to allow you to understand this study before deciding whether or not to participate.

This research study is recruiting <describe the participants who meet the requirements for the study> to participate in this study. The expected duration for participation is <describe the best guess for total time commitment expected of the participants>.

This study is being conducted by <researcher’s First Last Name> (the Principal Investigator). The Principal Investigator is associated with Milligan as <state researcher’s role at Milligan such as undergraduate or graduate student, faculty, or staff member. NOTE: If you are recruiting participants that may know you from another role, an additional statement is required: You may already know the researcher as a STATE ROLE, but this study is separate from that role.>

### Research Objective/Purpose:

The purpose of this research study is to <briefly describe the purpose of your study – avoid technical terms and jargon>.

### Procedures:

The procedures used for this research study are described below.

- <Using a bulleted list, describe the procedures with a time estimate for each procedure or survey>

<Additional Considerations: When appropriate, including statements about the following:

- A statement that a chosen procedure is “experimental” meaning, for instance, that you are not using a standard procedure widely adopted for diagnosis, treatment, research methods, or otherwise. “Experimental” here does not refer to experimental design.
- A statement that a particular treatment or procedure may involve risks that are currently unforeseeable.
- Circumstances under which the participant’s involvement in the research may be terminated without regard to the participant’s (or their legal representative’s) consent.
- Any additional costs to the participant that may result from their participation.
- The consequences of a participant’s decision to withdraw from the research.
- The approximate number of participants involved in the study; particularly if it could impact their anonymity (e.g., small number of participants) or otherwise impact their decision to participate.
- A statement regarding disclosure to participants about clinically relevant research results.>

### Voluntary Nature of the Study:

Participation in this study is voluntary. Any decision not to participate in this study will have no penalty or loss of benefits to which you would otherwise be entitled if you were not invited to participate. Additionally, you may discontinue participation in this study at any time, without penalty or loss of benefits to which you would otherwise be entitled if you were not invited to participate.

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**Risks and Benefits of Being in the Study:**

Risks: Participation in this research study involves the following risks or minimal risks.  
<Describe a bulleted list of risks as per the Research Proposal. Note: Some common risks to consider include those encountered in daily life, such as fatigue, stress or becoming upset.>

Benefits: Participation in this research study involves the following benefits or potential benefits. These benefits, however, are not guaranteed.  
<Describe a bulleted list of benefits as per the Research Proposal. Do not overstate the possible benefits to the potential participants. Furthermore, if there are not specific benefits to the participant beyond their general role in research, you may state this to be the case.>

**Compensation:**

This research study:

- Does not involve any compensation.
- Does involve compensation as described below:  
<Describe in detail any payment, gifts, or reimbursement you are providing to participants and how such compensation will be made available as per the Research Proposal.>

**Privacy:**

By participating in this research study:

- Your personal identifying information will be **maintained confidentially** and will not be used in association with any other research project. Your study-related research data will be used and reported as an aggregate only and will not be individually identifiable.
- Your responses to the survey will be **completely anonymous** and no personal identifying information will be associated with your responses. Your survey responses will be used and reported as an aggregate only.
- Your responses to the survey/interview will be **maintained confidentially** as follows: <Describe alternate criteria. For example, qualitative studies where some data is individualized but names and data are handled differently than the two options above.>

Research data for this study will be maintained securely by the Milligan Investigator (or Milligan designee) for a period of 3 years, at which time it will be securely discarded.

**Secondary Research**

(NOTE: Research conducted by Milligan Investigators typically does not involve future, secondary research initiatives.)

This research study:

- Does not involve** storage or use of the research data (or specimens) for future, secondary research.
- May involve** storage and/or use of the research data (or specimens) for future, secondary research.
  - Your personal identifying information will be maintained as described in the “Privacy” section.
  - Data/specimens will be stored and used within <#> years.
  - The future, secondary research will be limited to <describe the type of research that is anticipated and permitted for this future, secondary research>.

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- By initialing/dating in the space provided, you give broad consent to for the storage and/or future use of the studies research data and/or specimens: Initials: \_\_\_\_\_ Date: \_\_\_\_\_

**Research Participant's Rights and Responsibilities**

As a research participant the following rights and responsibilities apply:

- If applicable, significant new findings developed during the course of this research, which may relate to your willingness to continue participation in the study will be provided to you during the course of the study by the Principal Investigator.
- To withdrawal from the research study while it is still in-progress, contact the Principal Investigator to ensure orderly termination of your participation.
- For a summary of the findings or conclusions from this research study, you may contact the Principal Investigator.
- For questions about this research study, your rights and responsibilities, or a research-related injury, you may contact the Principal Investigator and/or Milligan's Institutional Review Board.

**Contacts:**

**Principal Investigator:**

First Last, Title  
@my.milligan.edu or @milligan.edu  
Phone number

**Milligan Institutional Review Board:**

[IRB@Milligan.edu](mailto:IRB@Milligan.edu)

**Office of IRE:**

[IRE@milligan.edu](mailto:IRE@milligan.edu)  
423-461-8414

**Faculty Advisor:**

First Last, Credential  
@milligan.edu  
Phone number

**Statement of Consent:**

I have read and understand the Informed Consent information presented for participation in this research study.

- This study **does not** require written consent. As applicable to the study:
- By clicking the provided **link or "I consent" button**, I am 18 years or older and I agree to participate in this research study.
  - By **replying "I consent" via email** to the Investigator, I am 18 years or older and I agree to participate in this research study.
- This study **requires** written consent. By **signing below**, I (or my minor child) agree to participate in this research study.

Participant's Name (Printed): \_\_\_\_\_

**Participant's Signature:** \_\_\_\_\_

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

Parent/Guardian (Printed): \_\_\_\_\_

**Parent/Guardian Signature:** \_\_\_\_\_

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

# ELIZABETHTON CITY SCHOOLS

## REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

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

ITEM: Books - non-fiction, fiction, reference  
Aged - irrelevant material  
worn/damaged

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

METHOD OF  
SALE/DISPOSAL: Donate / Disposal

SCHOOL/BUILDING  
WHERE ITEM IS  
HOUSED West Side Elementary

SALE/DISPOSAL  
AUTHORIZED BY: [Signature] DATE: 9/15/22  
Principal

AUTHORIZED BY: [Signature] DATE: 9/16/22  
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:

Old Pull down projector  
screen. Rm 16

INVENTORY  
TAG NUMBER:

No #

METHOD OF  
SALE/DISPOSAL:

\_\_\_\_\_

SALE/DISPOSAL  
AUTHORIZED BY:

C.B.  
Principal

DATE: 9-22-22

AUTHORIZED BY:

Reed Webb  
Director of Schools

DATE: 9/26/22

AUTHORIZED BY:

[Signature]  
Board Chairman

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

# ELIZABETHTON CITY SCHOOLS

## REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

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

ITEM: \* Two yellow Rolling chairs

\* 1 Black Teacher chair

\* Teacher Desk w/ Hutch

\* Teacher Desk

\* Teacher Desk

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

METHOD OF SALE/DISPOSAL: Garbage

SCHOOL/BUILDING WHERE ITEM IS HOUSED Elizabethton High School

SALE/DISPOSAL AUTHORIZED BY: [Signature] DATE: 9/28/22  
Principal

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

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

# ELIZABETHTON CITY SCHOOLS

## REQUEST FOR PROPERTY / EQUIPMENT / SALE / DISPOSAL

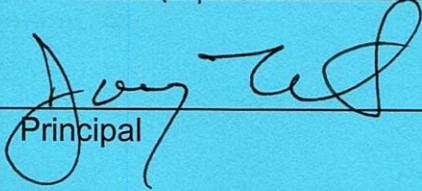
The following items are hereby declared surplus property/equipment of no value or valued at less than \$500.00. Since these items are no longer useful to the Elizabethton City School System, they may be sold at a fair price to any person interested in purchasing them, given away or disposal may be made in an appropriate manner.

ITEM: Dell Poweredge 2900 sn# BRPKRJJ  
mitel 3300 mxc sn# AVEE66367  
mitel 3300 mxc sn# AVEE66374  
 \_\_\_\_\_  
 \_\_\_\_\_

INVENTORY TAG NUMBER: 12055, 12056, 12158

METHOD OF SALE/DISPOSAL: Recycle

SCHOOL/BUILDING WHERE ITEM IS HOUSED EHS \ District Wac

SALE/DISPOSAL AUTHORIZED BY:  DATE: 10/06/22  
Principal

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

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



# AIA<sup>®</sup> Document B104<sup>™</sup> – 2017

## Standard Abbreviated Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the Ninth day of September in the year Two Thousand Twenty Two  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect’s client identified as the Owner:  
*(Name, legal status, address and other information)*

Elizabethton City Schools  
804 South Watauga Avenue  
Elizabethton, Tennessee 37643  
Telephone: 423-547-8000

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:  
*(Name, legal status, address and other information)*

Thomas Weems Architect  
3203 Hanover Road  
Johnson City, Tennessee 37604  
Telephone: 423-952-2700

for the following Project:  
*(Name, location and detailed description)*

Renovations to Existing Building  
T A Dugger Junior High School  
305 West 'E' Street  
Elizabethton, Tennessee 37643  
Telephone: 423-547-8025  
TWA Project 022-024

The Owner and Architect agree as follows.

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

*(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)*

School Site: 305 West 'E' Street, Elizabethton, Tennessee 37643.

Owner's Program: Elizabethton City Schools Master Planning dated February 17, 2022.

Owner's Budget for the Cost of the Work: \$550,000.00.

Owner's Schedule: Solicit Competitive Bids in First Quarter of 2023.

Owner's Consultant(s):

McCurry Environmental Consulting, 112 East Myrtle Avenue, Johnson City, Tennessee 37601

Architect's Consultant(s):

Civil Engineering: THP, Inc., 7 Worth Circle, Johnson City, Tennessee 37601

Structural Engineering: Spoden and Wilson Consulting Engineers, 430 Clay Street, Kingsport, Tennessee 37660

Mechanical Engineering: Mechanical Design Services, P O Box 10025, Knoxville, Tennessee 37919

Electrical Engineering: Vreeland Engineers, Inc., 3107 Sutherland Avenue, Knoxville, Tennessee 37919

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust consider adjusting the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

Init.

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**User Notes:**

(1865706102)

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 General Liability

Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) for each occurrence and One Million Dollars and Zero Cents (\$ 1,000,000.00) in the aggregate for bodily injury and property damage.

.2 Automobile Liability

Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two Hundred Fifty Thousand Dollars and Zero Cents (\$ 250,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

.3 Workers' Compensation

Employers' Liability with policy limits not less than One Hundred Thousand Dollars and Zero Cents (\$ 100,000.00) each accident, One Hundred Thousand Dollars and Zero Cents (\$ 100,000.00) each employee, and One Hundred Thousand Dollars and Zero Cents (\$ 100,000.00) policy limit.

.4 Professional Liability

Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and One Million Dollars and Zero Cents (\$ 1,000,000.00) in the aggregate.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 ~~The Architect shall assist the Owner in connection with the Owner's responsibility for filing~~ Subject to approval in advance by the Owner, the Architect shall file documents required for the approval of governmental authorities having jurisdiction over the Project.

#### § 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the ~~Work~~ Work, provided, however, that the Architect shall inform the Owner of the specific alternative materials, building systems or equipment that are included in any design documents.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

#### § 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

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## § 3.4 Construction Phase Services

### § 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, ~~Standard Abbreviated-A 101 - 2017, Standard Form of Agreement Between Owner and Contractor.~~ If the Owner and Contractor modify AIA Document A104-2017, ~~those modifications shall not affect A 101 -2017,~~ the Architect's services under this Agreement ~~unless the Owner and the Architect amend this Agreement.~~ shall be modified accordingly.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### § 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

#### § 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

#### § 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. (Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)

Interior Architectural Design: Included with Basic Service..

Coordination of Owner's Consultants: Additional Service.

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services ~~(—) visits to the site by the Architect during construction. Two (2) visits to the site EACH MONTH by the Architect during construction provided that such site visits exceeding a total of Twenty (20) will be charged as Additional Services.~~ The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within Twenty Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

~~§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. budget provided, however, that the Architect shall inform the Owner of the specific contingencies, materials, equipment, component systems, types of construction, reasonable adjustments or design alternates that are included in any estimates of the Cost of The Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104–2017, ~~Standard Abbreviated A 101–2017, Standard Form of Agreement Between Owner and Contractor~~. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

## § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

Court of competent jurisdiction in either Carter County, Tennessee or Federal District Court in Greenville, Tennessee.

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

## § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

~~§ 8.3.2~~ The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.3~~ The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### ~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1~~ Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§ 8.3.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 8.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

~~§ 8.4~~ The provisions of this Article 8 shall survive the termination of this Agreement.

### **ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

**§ 9.6** In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

**§ 9.7** In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

**.1** — Termination Fee:

**.2** — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

**§ 9.8** Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

#### **ARTICLE 10 MISCELLANEOUS PROVISIONS**

**§ 10.1** This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated A 101-2017, Standard Form of Agreement Between Owner and Contractor.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

**§ 10.4** If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

**§ 10.5** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

**§ 10.6** The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

**§ 10.7** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

**§ 10.8** The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- ~~1~~ 1 Stipulated Sum  
~~\_\_\_\_\_~~ \_\_\_\_\_ *(Insert amount)*
  
- ~~2~~ 2 Percentage Basis  
*(Insert percentage value)*  
~~\_\_\_\_\_~~ \_\_\_\_\_ *(Seven and One Half (7.5) % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.*
  
- ~~3~~ 3 Other  
~~\_\_\_\_\_~~ \_\_\_\_\_ *(Describe the method of compensation)*

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Interior Architectural Design: Included with Basic Services.

Coordination of Owner’s Consultants: TWA Hourly Fee Rate Schedule dated September 9, 2022.

Fees for Additional Services to be submitted and approved by the Elizabethton City Schools prior to the Architect proceeding with any required Additional Services.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

TWA Hourly Fee Rate Schedule dated September 9, 2022.

Fees for Additional Services to be submitted and approved by the Elizabethton City Schools prior to the Architect proceeding with any required Additional Services.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants, provided use of such consultants is agreed in advance by the Architect and Owner when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent ( %), ~~10%~~, or as follows:

N / A

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Fifty</u>	percent (	<u>50</u>	%)
Procurement Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Ten</u>	percent (	<u>10</u>	%)
<hr/>				
Total Basic Compensation	<u>one hundred One</u>	percent (	100	%)
	<u>Hundred</u>			

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. Such rates may be revised by agreement of the Owner and Architect if completion of the Project exceeds twelve months from the effective date of this Agreement.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

TWA Hourly Fee Rate Schedule dated September 9, 2022.

<b>Employee or Category</b>	<b>Rate</b>
<u>N / A.</u>	<u>N / A</u>

### § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- ~~.8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;~~
- .9 All taxes levied on professional services and on reimbursable expenses;
- ~~.10 Site office expenses; and~~
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent ( 10 %) of the expenses incurred.

### § 11.9 Payments to the Architect

#### § 11.9.1 Initial Payment

An initial payment of Zero Dollars and Zero Cents (\$ 0.00.) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

#### § 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty ( 30 ) days after the invoice date shall bear interest ~~at the rate entered below, or in the absence thereof~~ at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

%

Init.

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 In recognition of the relative risks and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect to Owner for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including Attorney's fees and costs of expert witness fees and costs, so that the total aggregate liability of the Architect to the Owner shall not exceed One Million Dollars and Zero Cents (\$1,000,000.00). It is intended that this limitation apply to any and all liability or cause however alleged or arising, unless otherwise prohibited by law. The limitation of liability would not apply to acts of gross negligence by the Architect.

§ 12.2 Background Checks. Architect 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. Architect shall ensure that any consultants, agents, subsidiaries and/or affiliates, if any, comply with the statutory requirements described in this paragraph. Architect shall further ensure that no employees of Architect who may have direct contact with school children or who will come on or about school property when children are present has been determined by the department of children's services or a court of law to have committed child abuse, severe child abuse, child sexual abuse, or child neglect pursuant to Tennessee Code Annotated, Title 37.

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect
- .2 ~~AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
(Insert the date of the E203-2013 incorporated into this agreement.)~~

AIA Document A201-2013, General Conditions for the Contract for Construction, provided that where inconsistent with this AIA Document B104-2017, the terms of AIA Document B104-2017 shall prevail.

- .3 Exhibits:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

Exhibit 'A': Elizabethton City Schools Master Planning dated February 17, 2022

Exhibit 'B': TWA Hourly Fee Rate Schedule dated September 9, 2022.

- .4 Other documents:  
(List other documents, if any, including additional scopes of service forming part of the Agreement.)  
Professional Liability Insurance Certificate.

Init.

General Liability and Workmen Compensation Insurance Certificate.

This Agreement entered into as of the day and year first written above.

**OWNER** *(Signature)*

Mr. Richard Van Huss Director  
Elizabethton City Schools  
*(Printed name and title)*

**ARCHITECT** *(Signature)*

Thomas Weems AIA  
Thomas Weems Architect  
*(Printed name, title, and license number, if required)*



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## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Thomas Weems, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 13:18:14 ET on 09/27/2022 under Order No. 2114302556 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104™ – 2017, Standard Abbreviated Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

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*(Signed)*

---

*(Title)*

---

*(Dated)*



# AIA® Document A201® – 2007

## General Conditions of the Contract for Construction

**for the following PROJECT:**

(Name and location or address)Renovations to Existing Building  
T A Dugger Junior High School  
305 West 'E' Street  
Elizabethton, Tennessee 37643  
Telephone: 423-547-8025  
TWA Project 022-024

**THE OWNER:**

*(Name, legal status and address)*

Elizabethton City Schools  
804 South Watauga Avenue  
Elizabethton, Tennessee 37643  
Telephone: 423-547-8000

**THE ARCHITECT:**

*(Name, legal status and address)*

Thomas Weems Architect  
3203 Hanover Road  
Johnson City, Tennessee 37604  
Telephone: 423-952-2700

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 BASIC DEFINITIONS**

#### **§ 1.1.1 THE CONTRACT DOCUMENTS**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

#### **§ 1.1.2 THE CONTRACT**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### **§ 1.1.3 THE WORK**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### **§ 1.1.4 THE PROJECT**

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

#### **§ 1.1.5 THE DRAWINGS**

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

#### **§ 1.1.6 THE SPECIFICATIONS**

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### **§ 1.1.7 INSTRUMENTS OF SERVICE**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### **§ 1.1.8 INITIAL DECISION MAKER**

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

### **§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### § 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

### § 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### § 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

### § 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

## ARTICLE 2 OWNER

### § 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

~~§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~

### § 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

### § 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

### § 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## ARTICLE 3 CONTRACTOR

### § 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

## § 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

## § 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

## § 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### § 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

### § 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### § 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall

continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### **§ 3.8 ALLOWANCES**

**§ 3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

**§ 3.8.3** Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### **§ 3.9 SUPERINTENDENT**

**§ 3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

**§ 3.9.3** The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### **§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**§ 3.10.2** The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

**§ 3.10.3** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### **§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE**

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required

submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### **§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

**§ 3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**§ 3.12.3** Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

**§ 3.12.4** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**§ 3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

**§ 3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

**§ 3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop

Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

### **§ 3.13 USE OF SITE**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### **§ 3.14 CUTTING AND PATCHING**

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

### **§ 3.15 CLEANING UP**

**§ 3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 ACCESS TO WORK**

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

### **§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

### **§ 3.18 INDEMNIFICATION**

**§ 3.18.1** To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a

party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## ARTICLE 4 ARCHITECT

### § 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

### § 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

### § 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed.

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However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

## § 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

## § 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

## § 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

### **§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

### **§ 6.2 MUTUAL RESPONSIBILITY**

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### § 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

### § 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

### § 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### § 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

### ARTICLE 8 TIME

#### § 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

## § 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

## § 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### § 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

### § 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon

compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

**§ 9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

#### **§ 9.4 CERTIFICATES FOR PAYMENT**

**§ 9.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

**§ 9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### **§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION**

**§ 9.5.1** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

**§ 9.5.2** When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

**§ 9.5.3** If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the

Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

## **§ 9.6 PROGRESS PAYMENTS**

**§ 9.6.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

**§ 9.6.2** The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

**§ 9.6.3** The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

**§ 9.6.4** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

**§ 9.6.5** Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

**§ 9.6.6** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

**§ 9.6.7** Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

## **§ 9.7 FAILURE OF PAYMENT**

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

## **§ 9.8 SUBSTANTIAL COMPLETION**

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

**§ 9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

### § 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

### § 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract

Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

### § 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in

whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

#### § 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

#### § 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

~~§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.~~

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

#### § 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

### ARTICLE 11 INSURANCE AND BONDS

#### § 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional

insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

#### **§ 11.2 OWNER'S LIABILITY INSURANCE**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

#### **§ 11.3 PROPERTY INSURANCE**

**§ 11.3.1** Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

**§ 11.3.1.1** Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

**§ 11.3.1.2** If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

**§ 11.3.1.3** If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

**§ 11.3.1.4** This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

**§ 11.3.1.5** Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

#### **§ 11.3.2 BOILER AND MACHINERY INSURANCE**

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

#### **§ 11.3.3 LOSS OF USE INSURANCE**

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

#### § 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

#### § 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

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§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **§ 12.1 UNCOVERING OF WORK**

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

### **§ 12.2 CORRECTION OF WORK**

#### **§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

#### **§ 12.2.2 AFTER SUBSTANTIAL COMPLETION**

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be

sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### **§ 12.3 ACCEPTANCE OF NONCONFORMING WORK**

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 GOVERNING LAW**

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### **§ 13.2 SUCCESSORS AND ASSIGNS**

**§ 13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 13.2.2** The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

### **§ 13.3 WRITTEN NOTICE**

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

### **§ 13.4 RIGHTS AND REMEDIES**

**§ 13.4.1** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

**§ 13.4.2** No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

### **§ 13.5 TESTS AND INSPECTIONS**

**§ 13.5.1** Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

**§ 13.5.2** If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### § 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

### § 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

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## § 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

## § 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

## § 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

Init.

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 CLAIMS

#### § 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

#### § 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

#### § 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

#### § 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### § 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

#### § 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

### § 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

Init.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

~~§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.~~

### § 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

#### § 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### § 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Thomas Weems, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 13:20:18 ET on 09/27/2022 under Order No. 2114302556 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

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*(Signed)*

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*(Title)*

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*(Dated)*

ELIZABETHTON HIGH SCHOOL ATHLETIC SUPPLEMENT SCHEDULE

T. A. DUGGER JUNIOR HIGH SCHOOL ATHLETIC SUPPLEMENT SCHEDULE

		STEP	0	1	2	3	4	5			STEP	0	1	2	3	4	5	
ATHLETIC DIRECTOR			\$4,860	\$5,346	\$5,827	\$6,293	\$6,734	\$7,138										
BASKETBALL - BOYS*	Head Coach		\$3,848	\$4,232	\$4,613	\$4,982	\$5,331	\$5,651	BASKETBALL - BOYS	Head Coach		\$2,633	\$2,896	\$3,156	\$3,409	\$3,647	\$3,866	
	Assistant 1		\$2,916	\$3,208	\$3,496	\$3,776	\$4,040	\$4,283		Assistant 1		\$1,904	\$2,094	\$2,282	\$2,465	\$2,637	\$2,796	
	Assistant 2		\$2,916	\$3,208	\$3,496	\$3,776	\$4,040	\$4,283		Assistant 2		\$1,904	\$2,094	\$2,282	\$2,465	\$2,637	\$2,796	
	Freshman		\$2,916	\$3,208	\$3,496	\$3,776	\$4,040	\$4,283										
BASKETBALL - GIRLS*	Head Coach		\$3,848	\$4,232	\$4,613	\$4,982	\$5,331	\$5,651	BASKETBALL - GIRLS	Head Coach		\$2,633	\$2,896	\$3,156	\$3,409	\$3,647	\$3,866	
	Assistant 1		\$2,916	\$3,208	\$3,496	\$3,776	\$4,040	\$4,283		Assistant 1		\$1,904	\$2,094	\$2,282	\$2,465	\$2,637	\$2,796	
	Assistant 2		\$2,916	\$3,208	\$3,496	\$3,776	\$4,040	\$4,283		Assistant 2		\$1,904	\$2,094	\$2,282	\$2,465	\$2,637	\$2,796	
	Freshman		\$2,916	\$3,208	\$3,496	\$3,776	\$4,040	\$4,283										
FOOTBALL*	Head Coach		\$3,848	\$4,232	\$4,613	\$4,982	\$5,331	\$5,651	FOOTBALL	Head Coach		\$2,633	\$2,896	\$3,156	\$3,409	\$3,647	\$3,866	
	Assistant 1		\$2,916	\$3,208	\$3,496	\$3,776	\$4,040	\$4,283		Assistant 1		\$1,904	\$2,094	\$2,282	\$2,465	\$2,637	\$2,796	
	Assistant 2		\$2,916	\$3,208	\$3,496	\$3,776	\$4,040	\$4,283		Assistant 2		\$1,904	\$2,094	\$2,282	\$2,465	\$2,637	\$2,796	
	Assistant 3		\$2,916	\$3,208	\$3,496	\$3,776	\$4,040	\$4,283		Assistant 3		\$1,904	\$2,094	\$2,282	\$2,465	\$2,637	\$2,796	
	Assistant 4		\$2,916	\$3,208	\$3,496	\$3,776	\$4,040	\$4,283		Assistant 4		\$1,904	\$2,094	\$2,282	\$2,465	\$2,637	\$2,796	
	Assistant 5		\$2,916	\$3,208	\$3,496	\$3,776	\$4,040	\$4,283		Assistant 5		\$1,904	\$2,094	\$2,282	\$2,465	\$2,637	\$2,796	
	Assistant 6		\$2,916	\$3,208	\$3,496	\$3,776	\$4,040	\$4,283										
	Assistant 7		\$2,916	\$3,208	\$3,496	\$3,776	\$4,040	\$4,283										
	Freshman		\$2,916	\$3,208	\$3,496	\$3,776	\$4,040	\$4,283										
BASEBALL	Head Coach		\$2,835	\$3,119	\$3,399	\$3,671	\$3,928	\$4,164	BASEBALL	Head Coach		\$1,823	\$2,005	\$2,185	\$2,360	\$2,525	\$2,677	
	Assistant 1		\$2,025	\$2,228	\$2,428	\$2,622	\$2,806	\$2,974		Assistant 1		\$1,013	\$1,114	\$1,214	\$1,311	\$1,403	\$1,487	
	Assistant 2		\$2,025	\$2,228	\$2,428	\$2,622	\$2,806	\$2,974		Assistant 2		\$1,013	\$1,114	\$1,214	\$1,311	\$1,403	\$1,487	
	Assistant 3		\$2,025	\$2,228	\$2,428	\$2,622	\$2,806	\$2,974										
	Assistant 4		\$2,025	\$2,228	\$2,428	\$2,622	\$2,806	\$2,974										
SOCCER-BOYS	Head Coach		\$2,835	\$3,119	\$3,399	\$3,671	\$3,928	\$4,164	SOCCER-BOYS	Head Coach		\$1,823	\$2,005	\$2,185	\$2,360	\$2,525	\$2,677	
	Assistant 1		\$2,025	\$2,228	\$2,428	\$2,622	\$2,806	\$2,974		Assistant 1		\$1,013	\$1,114	\$1,214	\$1,311	\$1,403	\$1,487	
	Assistant 2		\$2,025	\$2,228	\$2,428	\$2,622	\$2,806	\$2,974										
SOCCER-GIRLS	Head Coach		\$2,835	\$3,119	\$3,399	\$3,671	\$3,928	\$4,164	SOCCER-GIRLS	Head Coach		\$1,823	\$2,005	\$2,185	\$2,360	\$2,525	\$2,677	
	Assistant 1		\$2,025	\$2,228	\$2,428	\$2,622	\$2,806	\$2,974		Assistant 1		\$1,013	\$1,114	\$1,214	\$1,311	\$1,403	\$1,487	
	Assistant 2		\$2,025	\$2,228	\$2,428	\$2,622	\$2,806	\$2,974										
SOFTBALL	Head Coach		\$2,835	\$3,119	\$3,399	\$3,671	\$3,928	\$4,164	SOFTBALL	Head Coach		\$1,823	\$2,005	\$2,185	\$2,360	\$2,525	\$2,677	
	Assistant 1		\$2,025	\$2,228	\$2,428	\$2,622	\$2,806	\$2,974		Assistant 1		\$1,013	\$1,114	\$1,214	\$1,311	\$1,403	\$1,487	
	Assistant 2		\$2,025	\$2,228	\$2,428	\$2,622	\$2,806	\$2,974		Assistant 2		\$1,013	\$1,114	\$1,214	\$1,311	\$1,403	\$1,487	
	Assistant 3		\$2,025	\$2,228	\$2,428	\$2,622	\$2,806	\$2,974										
	Assistant 4		\$2,025	\$2,228	\$2,428	\$2,622	\$2,806	\$2,974										
TRACK	Head Coach		\$2,835	\$3,119	\$3,399	\$3,671	\$3,928	\$4,164	TRACK	Head Coach		\$1,823	\$2,005	\$2,185	\$2,360	\$2,525	\$2,677	
	Assistant 1		\$2,025	\$2,228	\$2,428	\$2,622	\$2,806	\$2,974		Assistant 1		\$1,013	\$1,114	\$1,214	\$1,311	\$1,403	\$1,487	
	Assistant 2		\$2,025	\$2,228	\$2,428	\$2,622	\$2,806	\$2,974		Assistant 2		\$1,013	\$1,114	\$1,214	\$1,311	\$1,403	\$1,487	
VOLLEYBALL	Head Coach		\$2,835	\$3,119	\$3,399	\$3,671	\$3,928	\$4,164	VOLLEYBALL	Head Coach		\$1,823	\$2,005	\$2,185	\$2,360	\$2,525	\$2,677	
	Assistant 1		\$2,025	\$2,228	\$2,428	\$2,622	\$2,806	\$2,974		Assistant 1		\$1,013	\$1,114	\$1,214	\$1,311	\$1,403	\$1,487	
	Assistant 2		\$2,025	\$2,228	\$2,428	\$2,622	\$2,806	\$2,974										
	Assistant 3		\$2,025	\$2,228	\$2,428	\$2,622	\$2,806	\$2,974										
CHEERLEADING	Varsity Coach Fall		\$1,746	\$1,920	\$2,093	\$2,260	\$2,419	\$2,564	CHEERLEADING	Coach 1 Fall		\$810	\$891	\$971	\$1,049	\$1,122	\$1,190	
	Varsity Coach Winter		\$1,746	\$1,920	\$2,093	\$2,260	\$2,419	\$2,564		Coach 1 Winter		\$810	\$891	\$971	\$1,049	\$1,122	\$1,190	
	JV Coach Fall		\$889	\$978	\$1,066	\$1,151	\$1,232	\$1,306		Coach 2 Fall		\$810	\$891	\$971	\$1,049	\$1,122	\$1,190	
	JV Coach Winter		\$889	\$978	\$1,066	\$1,151	\$1,232	\$1,306		Coach 2 Winter		\$810	\$891	\$971	\$1,049	\$1,122	\$1,190	
CROSS COUNTRY	Head Coach		\$2,430	\$2,673	\$2,914	\$3,147	\$3,367	\$3,569	CROSS COUNTRY	Coach		\$1,215	\$1,337	\$1,457	\$1,573	\$1,683	\$1,784	
	Assistant 1		\$1,620	\$1,782	\$1,942	\$2,098	\$2,245	\$2,379		Assistant		\$1,013	\$1,114	\$1,214	\$1,311	\$1,403	\$1,487	
SWIMMING	Head Coach		\$2,430	\$2,673	\$2,914	\$3,147	\$3,367	\$3,569	SWIMMING	Head Coach		\$1,215	\$1,337	\$1,457	\$1,573	\$1,683	\$1,784	
	Assistant 1		\$1,620	\$1,782	\$1,942	\$2,098	\$2,245	\$2,379										
TENNIS	Boy's Head Coach		\$2,430	\$2,673	\$2,914	\$3,147	\$3,367	\$3,569										
	Girl's Head Coach		\$2,430	\$2,673	\$2,914	\$3,147	\$3,367	\$3,569										
WRESTLING	Boy's Head Coach		\$2,430	\$2,673	\$2,914	\$3,147	\$3,367	\$3,569	WRESTLING	Head Coach		\$1,215	\$1,337	\$1,457	\$1,573	\$1,683	\$1,784	
	Girl's Head Coach		\$2,430	\$2,673	\$2,914	\$3,147	\$3,367	\$3,569										
GOLF	Boys' Coach		\$952	\$1,047	\$1,141	\$1,232	\$1,319	\$1,398	GOLF	Head Coach		\$952	\$1,047	\$1,141	\$1,232	\$1,319	\$1,398	
	Girls' Coach		\$952	\$1,047	\$1,141	\$1,232	\$1,319	\$1,398										
WEIGHTS			\$608	\$668	\$728	\$787	\$842	\$892	* These positions also include an 11th and 12th month salary in addition to the supplement amount listed above.									

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in November</b>	Descriptor Term: <b>Homebound Instruction</b>	Descriptor Code: <b>4.206</b>	Issued Date: <b>09/16/21</b>
		Rescinds: <b>4.206</b>	Issued: <b>10/23/18</b>

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

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

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

## 15 **HOMEBOUND PLACEMENT FOR STUDENTS WITH DISABILITIES<sup>3</sup>**

16 A student with a disability may be eligible for a homebound placement if the student qualifies under  
17 the Individuals with Disabilities Education Act (IDEA) and State Board rules and regulations. In the  
18 case of a student with a disability, the IEP team will determine if the student is in need of a homebound  
19 placement.

20 The IEP team shall consider a medical homebound placement only upon certification by a licensed  
21 doctor of medicine or osteopathy that a child with a disability needs a homebound placement, is  
22 expected to be absent from school due to a physical or mental condition for at least ten (10)  
23 consecutive school days and that the child can receive instruction in a homebound placement without  
24 endangering the health of personnel providing it.

25 A homebound placement for a student with a disability shall be temporary, and shall not exceed thirty  
26 (30) school days. The student's IEP shall contain a goal of returning the child to a less restrictive  
27 environment within the school year, unless there is a medical necessity that requires extended  
28 homebound instruction, in which case additional homebound placement of thirty (30) school days or  
29 less may be instituted. The student's IEP shall also be reviewed by the IEP team every thirty (30)  
30 school days to ensure the continued appropriateness of instruction and of the homebound placement.  
31 An IEP team may choose to return a homebound student to the regular classroom on a gradual basis, if  
32 needed.

**1 COVID-19 QUARANTINE<sup>2</sup>**

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

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**Legal References**

1. TCA 49-10-1101; TRR/MS 0520-01-02-.10
2. TRR/MS 0520-01-13-.01(d)(1)
3. TRR/MS 0520-01-09-.07

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**Cross References**

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

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in November</b>	Descriptor Term: <b>Credit Recovery</b>	Descriptor Code: <b>4.210</b>	Issued Date: <b>08/18/22</b>
		Rescinds: <b>4.210</b>	Issued: <b>07/18/17</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 2. The student has previously taken an initial, non-credit recovery section of the proposed course  
12 and received a grade of at least fifty-five percent (55%). Students who receive a grade of below  
13 fifty-five percent (55%) in the non-credit recovery section of the course must re-take the  
14 course. **Students may enter credit recovery with a qualifying minimum grade of 50 only by**  
15 **recommendation of administrator and/or teacher of the course.**  
16

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

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

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

## 24 **INSTRUCTION AND CONTENT**<sup>2</sup>

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

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

**Commented [MN1]:** From TSBA - In June, the State Board of Education made changes to their grading scale. These changes conflicted with the policy impacting credit recovery. Their policy on credit recovery, however, has now been updated to align with the grading scale policy. We have incorporated these changes into our model policy to state that students completing credit recovery shall receive a grade of 60%.

**Commented [MN2]:** State suggest 50%. Do we want to change?

- 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>2</sup>**

15 Students passing credit recovery shall receive a grade of sixty percent (60%) under the state uniform  
16 grading system.

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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 City Board of Education

Monitoring: <b>Review: Annually, in February</b>	Descriptor Term: <b>Personal and Professional Leave</b>	Descriptor Code: <b>5.303</b>	Issued Date: <b>04/15/21</b>
		Rescinds: <b>5.303</b>	Issued: <b>08/15/13</b>

## 1 PROFESSIONAL PERSONNEL

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

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

7 As a result of COVID-19, at the end of the 2020-2021 school year, four (4) unused days will be carried  
8 over to four (4) equivalent sick days. The remaining days, if unused, will carry over as one-half (1/2)  
9 sick day (each).

10 If, at the termination of services, any employee has been absent for more days than leave has been earned,  
11 an amount sufficient to cover the excess days used shall be deducted from the employee's final salary  
12 payment.<sup>2</sup>

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

- 14 1. Except in emergency, each employee shall give the principal at least one day's notice in writing  
15 of intent to take leave;
- 16
- 17 2. The approval of the principal of the school shall be required:<sup>3</sup>
  - 18
  - 19 a. If more than ten percent (10%) of the teachers in any given school request its use on the same  
20 day;
  - 21 b. If requested during any prior established student examination period;
  - 22 c. If requested on the day immediately preceding or following a holiday or vacation period; or
  - 23 d. If the proposed request imposes an undue hardship on the educational process of the school.

1 Professional leave is a short, temporary absence for the purpose of attending workshops and other  
2 meetings relating to school business or serving on boards and commissions which meet during daytime  
3 hours when appointed by a mayor, city council, county executive or county commission.<sup>4</sup>

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

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

## 9 **SUPPORT PERSONNEL**

10 Persons employed in support positions shall be granted three (3) personal days per year. Personal leave  
11 may be taken at the employee's discretion, provided it shall not be the day before or the day after a legal  
12 holiday, except with the department head's prior approval. Leave for personal reasons shall be requested  
13 at least one (1) day in advance of the anticipated leave and approved by the department head. Personal  
14 leave is non-cumulative. At the end of the current school year, one (1) unused personal days will be  
15 converted over to one (1) equivalent sick days. The remaining days, if unused, will carry over as one-  
16 half (1/2) sick day.

17

## 18 **BEREAVEMENT LEAVE**

19 A maximum of three (3) working days per occurrence may be granted to a certified or a non-certified  
20 employee following the death of an immediate family member. Bereavement leave is non-accumulative.  
21 Leave is granted by the director of schools or his designee.

22 Immediate family shall include spouse, parents, legal guardian, **step-parent**, grandparents, children  
23 (including an unborn child), **step-children**, grandchildren, brothers, sisters, mother-in-law, father-in-law,  
24 son-in-law, daughter-in-law, brother-in-law, and sister-in-law.

25 No sick leave is allowed for bus drivers. Bus drivers shall be compensated at the end of each fiscal year  
26 for unused personal days.

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Legal References

1. TCA 49-5-711(a); TRR/MS 0520-01-02-.04(3)
2. TCA 49-5-711(b)
3. TCA 49-5-711(c)(1)
4. TCA 49-5-205



## XQ SPF Pilot Agreement and Supplement to Grant Agreement for Elizabethton High School

\_\_\_\_\_, 2022 (“Effective Date”)

Eddie Pless  
Elizabethton City Schools  
804 South Watauga Ave  
Elizabethton, TN 37643

Re: The XQ SPF

Dear Eddie Pless:

XQ Institute, a California nonprofit public benefit corporation (“XQ”), is very excited to work with Elizabethton High School a Tennessee school (“School”) on a pilot of the SPF (the “Pilot”) in accordance with this agreement (this “Agreement”). This Agreement is legally binding and will be effective upon XQ’s receipt of a copy of the Agreement signed by an authorized representative of School. Please read the terms and conditions of this Agreement carefully. This Agreement is intended as a supplement to that certain Amendment No. 1 to Amended and Restated XQ Grant Agreement between XQ and School (the “Existing Grant Agreement”). Except as expressly supplemented hereby, the Existing Grant Agreement shall continue in full force and effect in accordance with the provisions thereof on the date hereof. All provisions contained in the Existing Grant Agreement shall govern this Agreement except as expressly modified below. Capitalized terms used but not defined herein shall have the meaning given to such term in the Existing Grant Agreement. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of the Existing Grant Agreement, the Existing Grant Agreement shall govern and control.

### TERMS AND CONDITIONS

- 1. XQ SPF Competencies Pilot.** The XQ Student Performance Framework (“the SPF”) is comprised in part of a collection of Competencies, which are intended to illustrate and describe desired student learning outcomes. The SPF Competencies are currently in the piloting phase. During the Pilot, students will complete one or more XQ Competency-aligned interdisciplinary learning experience(s), and teachers will use the XQ Competencies rubric to measure and communicate student growth within the Competencies described in the SPF using the SPF mobile and web application (“the App”). The Pilot shall be conducted in a manner that does not permit personal identification of students by anyone other than representatives of the School or XQ with legitimate interests in such information. As used herein, “Student Work” shall refer to student work product during the Pilot.

2. **Student Information.** In connection with the Pilot, XQ or its designated third party will receive certain student data from School, including students' Google Classroom-linked email addresses, names, photos, grade level, performance in math (*e.g.*, whether the student is "on grade level"), standardized test scores in math, Student Work and any other information provided through the App (collectively, the "Student Information"). The parties agree that for the purposes of the Family Educational Rights and Privacy Act ("FERPA"), XQ or its designated third party shall be considered a School Official, under the control and direction of School as it pertains to the use of Student Information.
- a. **Parent Access.** To the extent required by law, School shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Student Information and correct erroneous information, as well procedures for the transfer of student-generated content to a personal account, consistent with the functionality of the App. XQ shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for a school to respond to a parent or student, whichever is sooner) to School's request for Student Information in a student's records held by XQ or its designated third party to view or correct as necessary. In the event that a parent or other individual contacts XQ to review any of the Student Information accessed pursuant to the App, XQ shall refer the parent or individual to School, who will follow the necessary and proper procedures regarding the requested information.
  - b. **Use and Storage of Student Information.** XQ shall use Student Information solely in connection with and to the extent necessary for (x) the Pilot, (y) research and development of the SPF, and (z) uses by XQ in connection with the promotion and demonstration of XQ's work with School and/or the SPF (in accordance with the other terms and conditions hereof). XQ shall not disclose any Student Information except as directed by School; provided, however, that this prohibition shall not apply to (1) anonymized aggregate summaries of Student Information or anonymized samples of Student Work or (2) Student Information shared with research and development partners for the limited purpose of researching and developing the SPF and the App. XQ shall require all of XQ's employees, consultants, and agents who have access to Student Information to comply with all applicable provisions of this Agreement. Where required by applicable law, Student Information shall be stored within the United States. Upon School's written request, XQ will provide a list of the locations where Student Information is stored. XQ shall use safeguards reasonably designed to protect Student Information from unauthorized access, disclosure, acquisition, destruction, use, or modification. In the event of a known unauthorized release, disclosure or acquisition of Student Information that compromises the security, confidentiality or integrity of the Student Information maintained by XQ, XQ shall provide notification to School within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of such incident by law enforcement.

### 3. School Commitments.

- a. **Education Regulation.** If and to the extent that the SPF and any materials or actions hereunder (including, without limitation, any interaction between XQ and the School's teachers and/or administrators) qualify as "curriculum" that is governed by local, state, federal or international laws, rules, or regulations (each, an "Education Regulation"), School shall take all steps necessary to ensure that the SPF and any other materials provided or actions taken under this Agreement comply with any such Education Regulation.
- b. **Protection of Personal Information.** School shall conduct the Pilot in compliance with (i) all applicable laws regarding personal information and privacy and (ii) all best practices applied by School with respect to any student information or data obtained by the School, including taking reasonable precautions to secure usernames, passwords and any other means of gaining access to Student Information. School shall not provide XQ with Student Information for any student under the age of 13 without XQ's prior written approval. School shall be responsible for obtaining all necessary parental consents in connection with the Pilot, including parental consents required by FERPA (if any) and other applicable state and federal laws to enable the transfer and processing of Student Information under this Agreement; School will provide XQ with copies of any applicable consents upon request. School shall notify XQ promptly of any known unauthorized access to Student Information and will assist XQ in any efforts by XQ to investigate and respond to any unauthorized access.
- c. **Feedback.** School acknowledges and agrees that detailed feedback is vital to the success of the Pilot, and agrees to promptly obtain and promptly provide XQ with detailed information (in each case, as requested by XQ) regarding student and teacher feedback on the SPF (including, without limitation, any technology or application utilized in connection therewith). In addition, and without limiting the foregoing, XQ shall also collect feedback in connection with the Pilot, which feedback may be in the form of a photograph, videotape, audio-recording or any other recording format ("Recordings"). The parties agree that XQ shall have all right, title and interest in any and all Recordings.

### 4. Licenses; Ownership.

- a. **Licenses.** XQ hereby grants to School the following licenses:
  - i. a limited, nonexclusive, non-sublicensable, non-transferable, revocable license to use and exploit the SPF and all of XQ's Intellectual Property contained or otherwise embodied in the SPF (collectively, the "SPF IP") with teachers, administrators, students, and other persons at the School solely for the purpose of conducting the Pilot during the Term in accordance with all instructions provided by XQ; and

- ii. a limited, perpetual, nonexclusive, non-sublicensable, non-transferable, revocable license to use and exploit all of XQ’s Intellectual Property referenced in Section 4.b.ii with teachers, administrators, students, and other persons at the School solely for the purpose of conducting the Pilot in accordance with all instructions provided by XQ.

As used herein, “Intellectual Property” includes, without limitation, copyrights, works of authorship (whether copyrightable or not), educational materials, records, trademarks, logos, trade dress, drawings, designs, patents, inventions (whether patentable or not), improvements, developments, discoveries, information and trade secrets.

- b. **Ownership of Agreement IP.** The parties agree that all Agreement IP is the sole property of XQ, and any and all Agreement IP which is created by School (including, without limitation, by any student or teacher) shall constitute a “work made for hire.” “Agreement IP” means (i) the SPF IP, (ii) any Intellectual Property that is developed, in whole or in part, through the piloting of the SPF at the School, and (iii) any Intellectual Property that is derived from the foregoing; provided, however, that Student Work shall not constitute Agreement IP, and the ownership of Student Work shall be governed by the App’s Terms of Use located within the footer of the App. School shall not, except with express prior written approval from XQ, produce, reproduce, distribute, publish, copy, sell, offer to sell, license, sublicense, or otherwise use Agreement IP for any purpose outside of those explicitly allowed by this Agreement. XQ may grant or withhold such approval in its sole discretion.
- c. **Further Assurances.** At XQ’s cost and expense, School will promptly cooperate with any requests by XQ relating to any and all actions to be taken in order to ensure that XQ’s rights in the Agreement IP and the School Marks (as defined below) are secured or perfected.
- d. **License to School Marks for Promotional Purposes.** School hereby grants to XQ a perpetual, irrevocable, nonexclusive, sublicensable license under all trademarks and trade names owned or otherwise licensable by School that relate to School (“School Marks”) solely for use by XQ in connection with the promotion of School, the SPF and other non-commercial and educational purposes. School represents and warrants that it owns or controls the rights necessary to grant a license under any trademarks hereby licensed to XQ. Use of School Marks by XQ inures to the benefit of School.

## 5. **Term and Termination.**

- a. **Term.** This Agreement shall commence on the Effective Date in the 2022-2023 school year and end on June 30, 2023, unless earlier terminated as set forth in Section 5.b below (the “Term”).

- b. **At Will Termination.** Either party may terminate this Agreement for convenience upon ten (10) days' written notice (email is sufficient).
  - c. **Effect of Termination; Remedies.** Upon termination, School shall immediately return to XQ (i) all Agreement IP that School has in its possession or control, and (ii) all Confidential Information owned by XQ that School has in its possession or control. XQ may also avail itself of any other remedies available by applicable Law. This Agreement may be enforced by XQ by an action for specific performance and injunctive relief or by any other appropriate remedy by any court having jurisdiction. School acknowledges and agrees that XQ shall have the legal standing necessary to bring any suit it deems necessary to enforce the terms of this Agreement.
  - d. **Survival.** In addition to any other sections of this Agreement that explicitly state their survival after expiration or termination of this Agreement, the provisions of Sections 3.b (Protection of Personal Information), 3.c (Feedback), 4.b (Ownership of Agreement IP), 4.c (Further Assurances), 5.c (Effect of Termination), 6 (Arbitration of All Disputes, Claims, or Controversies) and 7 (Governing Law) shall survive the termination or expiration of this Agreement.
- 6. Arbitration of All Disputes, Claims, or Controversies.** Any and all disputes, claims or controversies in any way arising out of, related to, or connected with this Agreement or the subject matter hereof, will be determined exclusively by confidential, final, and binding arbitration, in accordance with the then existing Comprehensive Arbitration Rules and Procedures of JAMS, in San Francisco, California. Disputes, claims, and controversies subject to final and binding arbitration include, without limitation, all those that otherwise could be tried in court to a judge or jury in the absence of this agreement to arbitrate. By agreeing to submit all such disputes, claims, and controversies to binding arbitration, the parties expressly waive any rights to have such matters heard or tried in court before a judge or jury or in another tribunal. Any award will be final, binding, and conclusive upon the parties, subject only to judicial review provided by statute, and a judgment rendered on the arbitration award can be entered in any state or federal court having jurisdiction thereof. The prevailing party in any action, arbitration, or other proceeding by which one party to this Agreement seeks to enforce its rights under the Agreement shall be entitled to recover its attorney's fees and all costs, fees, and expenses incurred in connection with said action, arbitration, or proceeding. THE PARTIES UNDERSTAND THAT BY ENTERING INTO THIS AGREEMENT TO ARBITRATE THE PARTIES ARE WAIVING ANY RIGHT TO A JURY OR COURT TRIAL, TO THE EXTENT PERMITTED BY LAW.
- 7. Governing Law.** This Agreement will be interpreted and construed in accordance with, and governed by, the laws of the State of California and the United States of America, without regard to conflict of law principles.
- 8. No Waivers.** The failure of any party to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights. The exercise of any right or remedy by XQ shall not bar or preclude the exercise of any other right or remedy by XQ, and no

acknowledgement of School's improper compliance with this Agreement in any instance shall be considered a waiver of any of XQ's rights under this Agreement.

- 9. Entire Agreement; Amendments.** This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both parties.
- 10. Notice.** Any notice, report or record required or permitted under the terms of this Agreement or required by applicable Law must be in writing and must be: (i) delivered in person; (ii) sent by first class registered mail, or air mail, as appropriate; (iii) sent by overnight air courier; or (iv) delivered to a verified e-mail address with receipt confirmation, in each case, as applicable, properly posted and fully prepaid to the address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section 10. Notices will be considered to have been given at the time of actual delivery in person or to a verified e-mail address with delivery confirmation, three (3) business days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

Notices to XQ should be addressed to: XQ Institute, 248 3rd Street #319, Oakland, CA 94607, Attention: In-House Counsel & Grants or e-mailed to: [legal@xqinstitute.org](mailto:legal@xqinstitute.org).

Notices to School should be addressed to: Eddie Pless, Elizabethton City Schools, 804 South Watauga Ave, Elizabethton, TN 37643 or e-mailed to: [eddie.pless@ecschoos.net](mailto:eddie.pless@ecschoos.net).

**Successors; No Assignment.** This Agreement shall bind and inure to the benefit of the parties and their respective successors, permitted assigns, legatees, designees, legal representatives, executors and administrators. School may not assign this Agreement except upon express prior written approval from XQ. Any attempted assignment in violation of this Section 11 shall be void.

- 11. Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but both of which, when taken together, shall constitute only one agreement.

Please have an authorized officer of School sign an original of this Agreement and return it to XQ. Please keep a copy of the signed Agreement for your files.

Please direct all future communications concerning this Agreement to [legal@xqinstitute.org](mailto:legal@xqinstitute.org). On behalf of XQ's Board and staff, let me express how delighted we are to work with you in piloting XQ Math.

Sincerely,

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Russlynn Ali, CEO  
XQ Institute

Accepted on behalf of Elizabethton High School by:

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*Authorized Signature*

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*Date*

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*Name*

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*Title*