

ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION

REGULAR SCHEDULED MEETING

Thursday, March 16, 2023, @ 5:30 PM

Board Members

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

The Elizabethton Board of Education will meet on Thursday, March 16, 2023, at 5:30 PM in the Mack Pierce Board Room, 804 South Watauga Ave , Elizabethton, TN 37643.

1. **CALL TO ORDER**
2. **MOMENT OF SILENCE**
3. **PLEDGE TO THE FLAG**
4. **APPROVE CONSENT AGENDA AND REGULAR AGENDA**
5. **TIME FOR CITIZENS TO SPEAK**
6. **SPECIAL RECOGNITION**
 - A. Recognition of Elizabethton High School TN All-State Chorus 2023 and NAFME All-National Choir 22-23.

Recognition of the Elizabethton High School All-State Band.

Recognition of the TAD Girls' Basketball and Cheer Teams.

Recognition of the Teaching as a Profession PBS Student Journalism Challenge winners as follows:

Audio Group: Kara Cole, Morgan Compton, Makaylah Crowe, Shaylee Mathes, Sydnee McLellan.

Video Group: Andrew Barnett, Brilee Hurley, Makaylah Payne, Grace Yoder.

Recognition of the Elizabethton High School Girls' Basketball Team.

7. **CONSENT AGENDA**
 - A. Minutes of Regular Meeting: February 13, 2023.
 - B. Approve General Purpose Fund Financial Statement, February 28, 2023.
 - C. Approve Federal Projects Fund Financial Statement, February 28, 2023.
 - D. Approve School Nutrition Fund Financial Statement, February 28, 2023.

- E. Approve Comprehensive Educational Resources (CER) Membership Agreement for the 2023-2024 School Year.
 - F. Approve the Dual Enrollment Agreement for Tennessee Colleges of Applied Technology between Elizabethton City Schools and Tennessee College of Applied Technology-Elizabethton for one year, beginning August 1, 2023, and ending on July 31, 2024.
 - G. Approve Tiffany M. Hogan, District Literacy Coach with Johnson City Schools to conduct research for her dissertation utilizing Elizabethton City Schools' data points specific to English Language Arts (ELA) interim assessments' predictive validity of TCAP scores.
 - H. Approve Equipment Disposal Requests from Jon Minton, Principal at Elizabethton High School for the disposal of broken and non-working items.
 - I. Approve second reading of Board Policy 4.700, Testing Programs.
 - J. Approve second reading of Board Policy 6.200, Attendance.
 - K. Approve second reading of Board Policy 6.300, Code of Conduct.
 - L. Approve second reading of Board Policy 6.309, Zero Tolerance Offenses.
8. **REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS**

A. Personnel Report

- a. NEW HIRES: Becky Brodio, ESP Student Leader, System-wide, effective February 20, 2023; Abigail "Abby" Johnston, ESP Student Leader, System-wide, effective February 16, 2023; Tilli Maxwell, ESP-Student Leader, System-wide, effective March 2, 2023; Carley Williams, Head Volleyball Coach at EHS, effective March 7, 2023.

REHIRES: Tracy Holliday, Bus Driver, System-wide, effective March 8, 2023.

TRANSFERS: Amy King, from Educational Assistant at WSE to Educational Assistant at ESE, effective February 21, 2023; Anna Backus, from FT INT Teacher to PT SPED Assistant at ESE, effective February 21, 2023; Amy Alexander, from Educational Assistant at EHS to Substitute Teacher, effective March 17, 2023; Lydia Wismer, from Educational Assistant at EHS to Substitute Teacher, effective March 13, 2023.

RESIGNATIONS: Becky Brodio, ESP Student Leader, System-wide, effective February 22, 2023; Allisson Irick, Educational Assistant at HME, effective March 1, 2023; Brad Thompson, Computer Specialist at CO, effective February 17, 2023; Walter "Lee" Wilson, Educational Assistant at HME, effective March 3, 2023.

LEAVE OF ABSENCE: Kendall Treadway, Teacher at ESE, from April 3, 2023, through May 24, 2023; Courtney Erwin, Teacher at ESE, from January 31, 2023, through February 13, 2023; Amy Ensor, Teacher at WSE, from March 2, 2023, through May 24, 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 the recommendation from ECS Math Textbook Committee for the following Math textbooks for Local Adoption:
 - Eureka Math Squared TN Edition (K-1)
 - Curriculum Associates: i-Ready Classroom Mathematics (2-5)
 - Big Ideas Learning: Tennessee Math (6-8)
 - Big Ideas Learning: Tennessee Math (ALG I, GEOM, ALG II)
 - SVVAS: Larson, Elementary Statistics: Pictures of the World (Statistics)
 - SVVAS: Demana, Calculus: Graphical, Numerical, and Algebraic (Calculus)
 - SVVAS: Blitzer, Precalculus
 - B. Approve the recommendation from ECS's K-2 Teachers to change ELA Knowledge textbook adoption to Amplify: CKLA Knowledge.
 - C. Approve a State Recognized Partnership Agreement between Elizabethton City Schools and the University of Tennessee at Knoxville College of Education, Health, and Human Sciences for a Grow Your Own Grant.
 - D. Approve Appendix D: Employer Acceptance Agreement for the Grow Your Own Grant.
 - E. Approve a Memorandum of Understanding between Elizabethton City Schools and Unicoi County Schools for a CTE Course Exchange Program.
 - F. Approve revised Board Policy 1.106, Code of Ethics.
 - G. Approve revised Board Policy 1.107, Board Member Conflict of Interest.
 - H. Approve revised Board Policy 1.806, Advertising and Distribution of Materials in Schools.
 - I. Approve proposed Board Policy 4.204, Summer Instructional Programs.
 - J. Approve proposed Board Policy 4.603, Promotion and Retention.
10. **FOR YOUR INFORMATION**
11. **NEXT REGULARLY SCHEDULED BOARD MEETING**
- A. The next regularly scheduled Board Meeting will be held on Thursday, the 20th day of April 2023, 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
Monday, February 13, 2023 5:30 PM
Mack Pierce Board Room

The Elizabethton Board of Education met in a regular meeting on Monday, February 13, 2023, at 5:30 PM, at Mack Pierce Board Room.

Attendance Taken at 5:51 PM.

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

CALL TO ORDER

MOMENT OF SILENCE

PLEDGE TO THE FLAG

APPROVE CONSENT AGENDA AND REGULAR AGENDA

Motion was made by Danny O'Quinn, second by Jamie Schaff to approve the Consent and Regular Agendas and combine Regular Agenda Items H-K. Motion carried.

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

aye: 5, nay: 0

TIME FOR CITIZENS TO SPEAK

No citizens asked to appear before the Board.

SPECIAL RECOGNITION

All special recognitions were canceled due to students being out of school for inclement weather today, February 13, 2023.

Recognition of Elizabethton High School TN All-State Chorus 2023 and NAFME All-National Honor Choir 22-23.

Recognition of the Elizabethton High School All-State Band.

Recognition of the TAD Girls' Basketball and Cheer Teams.

CONSENT AGENDA

Minutes of Regular Meeting: January 19, 2023.

Approve General Purpose Fund Financial Statement, January 31, 2023.

Approve Federal Projects Fund Financial Statement, January 31, 2023.

Approve School Nutrition Fund Financial Statement, January 31, 2023.

Approve a Special Program of Study (SPOS) for Extended Reality, Flight Simulation Lab, and Private Pilot Knowledge Test and Solo for Elizabethton High School.

Approve Trane Continuation of Service Agreement in the amount of \$17,818.32, through March 31, 2023.

Approve Skyward Sales Contract Renewal for three years from July 1, 2023, through June 30, 2026.

Approve second reading of Board Policy 6.204, Attendance of Non-resident Students.

Approve the 2023-2024 Voluntary Pre-K Grant Approval.

Approve Request for Equipment Disposal from Brian Culbert, CTE Director at EHS, for the disposal of a Champion 36" griddle.

REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS

Personnel Report

NEW:

Kayleigh Icard, ESP Student Leader, System-wide, effective January 18, 2023; Zack Bickford, Int. ARP Sped Assistant at ESE, effective January 17, 2023; Zack Bickford, Educational Assistant at ESE, effective January 17, 2023; Hannah Slagle, Secretary at WELC, effective January 17, 2023; Maggie Carpenter, Educational Assistant at TAD, effective January 25, 2023; Caitlin Conner, ESP Student Leader, System-wide, effective January 23, 2023; Amy King, INT Educational Assistant at

WSE, effective January 20, 2023; Madison Clower, ESP Student Leader, System-wide, effective January 30, 2023.

LEAVE OF ABSENCES: Jennifer Lund, Educational Assistant at WSE, from February 20, 2023, through April 3, 2023; Regina Isaacs, School Nutrition Coordinator at CO from February 2, 2023, through February 24, 2023; Heather Dykes, Cafeteria Personnel from January 19, 2023, through January 27, 2023.

RESIGNATIONS: Taylor Owens, ESP Student Leader, System-wide, effective January 30, 2023; Hailey Ingle, Educational Assistant at ESE, effective February 17, 2023; Skyler Zupancic, Educational Assistant at ESE, effective February 10, 2023.

NAME CHANGE: Carol (Roberts) Buckner, Graduation Coach at EHS, effective January 13, 2023.

Director's Update

Work will begin at Harold McCormick mid-March with massive abatement in the summer. Several big ticket items on the Agenda; purchase of a new bus, a new bleacher section at the stadium, and mechanical controls at TAD.

TISA meeting with State Department Finance with additional details. TISA goes into effect tomorrow, February 14th. Preliminary numbers to verify counts are accurate and more information as we move forward. Governor's plan is the first 125 million toward teacher salaries as well as recurring funds for summer school and transportation. We are optimistic all items will be included. State of the State goal by fall of 2027 a BS0 to begin at \$50,000.00 which is up \$9,500.00 annually. We're following this closely. We understand that the raise would not be added to the TISA funding base but would come straight from the State Department and not our matching funds.

We will be having a budget workshop at the conclusion of the March meeting. Budget request has been sent to the City. We're not asking for additional funds, just the support for our SRO's and one-time monies for capital projects at Harold

McCormick and the EHS training facility. We would like to share this information at the City Budget Workshop. We always appreciate how the City has supported us.

Mr. VanHuss, Ms. Schaff, and Mr. Pless are going to Nashville for the TSBA Legislative and Learning Workshop this week.

Board Member Reports

City Council Liaison's Report

Mr. Simerly had nothing to report.

Student Liaison's Report

The EHS swim team went to State. Everyone that participated was in the top 50. Candy Gram Fundraiser monies to Isaiah 117 House. CTE hall graphics. XQ has interviewed Sam Bowers, Jason Bowers, and Gracie Fields this week.

REGULAR AGENDA

Approve the acceptance of the offer made by JUUL Labs, Inc. to settle the litigation filed against the company; to authorize the Executive Committee to execute the release of claims against JUUL and further to execute the release of claims against other defendants if such settlements are recommended by counsel.

Motion was made by Danny O'Quinn, second by Jamie Schaff to approve the acceptance of the offer made by JUUL Labs, Inc. to settle the litigation filed against the company; to authorize the Executive Committee to execute the release of claims against JUUL and further to execute the release of claims against other defendants if such settlements are recommended by counsel. Motion carried.

Phil Isaacs: aye

Danny
O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

We still don't have a proposal with JUUL yet. This allows us to move forward and if recommended by Counsel would allow the Executive Committee, Mr. Pless, and Mr. VanHuss to move forward with those settlements. JUUL is just one of the manufacturers in this litigation. This would allow us to recoup funding spent on vape protectors, tracking violations, etc. We appreciate your consideration to allow us to do this.

Approve Agreement between Elizabethton City Schools and SturdiSteel to complete construction of an aluminum bleacher section in Citizens Bank Stadium at a cost of \$74,950.00, utilizing TIPS Cooperative Purchasing pricing.

Motion was made by Danny O'Quinn, second by Phil Isaacs to approve Agreement between Elizabethton City Schools and SturdiSteel to complete construction of an aluminum bleacher section in Citizens Bank Stadium at a cost of \$74,950.00, utilizing TIPS Cooperative Purchasing pricing. Motion carried.

Phil Isaacs: aye

Danny
O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Each Board Member was provided a drawing of the new bleacher section. Will be adjacent to the current bandstand. Separation of the two sections. This requires us to move the current handicap ramp to the other side of the bandstand, with a stair section in between the two sections and another stair section closer to the home side of the restroom building. Handicap ramp services both sections. We think it will enhance student participation in the games. Talked with the "Clone Club" at EHS and received positive feedback about having their own space. Their current location

is adjacent to the handicap-accessible ramp causing crowding of the isle, making it difficult for movement in and out of the bleacher section. This will give them their own space and free up some space, help with egress, and have additional stadium seating. We think we can sell another 200-250 season tickets. Proceeds will be set aside for those additional seats paying the system back over a six-year period. We're using TIPS pricing meaning it's already gone through the bid process and met the bid spec. It's also the same company used to install the existing bleachers.

Mr. Wilson: Is Athletic Department paying for this? Coach Holt said they could absolutely pay for the new bleachers.

Mr. Isaacs: Completion before the season begins? Yes, August 1 or 31st.

Approve the award of bid number ECSS 2022-2023-03 for the replacement of elevator controls at T. A. Dugger Junior High School to United Elevator Services, LLC in the amount of \$82,000.00.

Motion was made by Danny O'Quinn, second by Mike Wilson to approve the award of bid number ECSS 2022-2023-03 for the replacement of elevator controls at T. A. Dugger Junior High School to United Elevator Services, LLC in the amount of \$82,000.00. Motion carried.

Phil Isaacs: aye

Danny
O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

The unit itself is obsolete, and the company is no longer making parts. Now is the time to move forward. Using the same company we have service with right now.

Approve the ESSER 3.0 Public Plan for Remaining Funds and Safe Return to In-Person Instruction and Continuity of Services Plan Addendum.

Motion was made by Danny O'Quinn, second by Phil Isaacs to approve the ESSER 3.0 Public Plan for Remaining Funds and Safe Return to In-Person Instruction and Continuity of Services Plan Addendum. Motion carried.

Phil Isaacs: aye

Danny
O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Reporting requirement every six months to update plans. Largest amount of ESSER 3.0 dollars will go to renovations at HME. Several positions are funded by 2.0 and 3.0 funding in 3.0 will allow us to keep those positions funded by 3.0 through the 2023-2024 school year. Will be looking at new TISA funding to be able to pull positions in that budget to keep those people.

Safe Return to Instruction Plan is talking about new health and safety features we put in place. Mindful of those opportunities we have. Working with the Carter County Health Department and the Regional Health Department with a plan in place to address any issues.

Approve the award of Bid Number ECSS 2022-2023-02 for the purchase of one (1) 42 Passenger School Bus to Mid-South Bus Center in the amount of \$129,653.00.

Motion was made by Danny O'Quinn, second by Jamie Schaff to approve the award of Bid Number ECSS 2022-2023-02 for the purchase of one (1) 42 Passenger School Bus to Mid-South Bus Center in the amount of \$129,653.00. Motion carried.

Phil Isaacs: aye

Danny
O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Need a smaller bus to serve special education students. Areas in Elizabethton require a smaller bus to navigate the road. Has two heating and air units and camera systems. Thomas bus, streamlining our fleet. We have several Thomas buses and Blue Bird buses. Our buses are taken care of really well.

Mr. Hutchins: Three buses were bought in one year. This bus is replacing one of those three. We will have another one come off next year and may be able to skip a year before the third bus rolls off.

Ratify the creation of a full-time Special Education Teacher Assistant at Harold McCormick Elementary School to meet student needs.

Motion was made by Jamie Schaff, second by Mike Wilson to ratify the creation of a full-time Special Education Teacher Assistant at Harold McCormick Elementary School to meet student needs. Motion carried.

Phil Isaacs: aye

Danny
O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Due to IEP team's decision felt the need for another Assistant.

Approve modification to the ECS 2022-2023 School Calendar pending State Department approval.

Motion was made by Danny O'Quinn, second by Jamie Schaff to approve modification to the ECS 2022-2023 School Calendar pending State Department approval. Motion carried.

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

aye: 5, nay: 0

Out of school today due to inclement weather. Our teachers work an additional 30 minutes, but those are not minutes teachers actually work. When going the 30 extra minutes it builds 13 additional instructional days, with seven of those days as PD days and leaves six for inclement weather. State does not require us to make up the day. Mild winter thus far. We can apply to the State to convert up to two of our inclement weather days to Professional Development Days and will be on March 23, 2023, and Friday, May 19th, 2023. Still leaves three days built in for snow that we wouldn't have to make up.

Approve revised Board Policy 4.700, Testing Programs.

Motion was made by Danny O'Quinn, second by Jamie Schaff to approve revised Board Policy 4.700, Testing Programs. Motion carried.

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

aye: 5, nay: 0

Board Member Danny O'Quinn made a motion to combine Regular Agenda Items 9H-9K, seconded by Jamie Schaff.

Testing is a change TSBA has recommended. Church, private, or home schools admitted after exams.

Approve revised Board Policy 6.200, Attendance.

Motion was made by Danny O'Quinn, second by Jamie Schaff to approve revised Board Policy 6.200, Attendance. Motion carried.

Phil Isaacs: aye

Danny
O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Board Member Danny O'Quinn made a motion to combine Regular Agenda Items 9H-9K, seconded by Jamie Schaff.

If a student is out the day of EOC's we will make every effort to get them in during the testing window.

Approve revised Board Policy 6.300, Code of Conduct.

Motion was made by Danny O'Quinn, second by Jamie Schaff to approve revised Board Policy 6.300, Code of Conduct. Motion carried.

Phil Isaacs: aye

Danny
O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Alcohol, tobacco, tobacco products, smoking hemp, vapor products, smokeless nicotine products, or any legally purchased canabanoid (CBD) and not containing THC. If a student brings a vape or device with CBD in it, we need this in policy that it is a violation, with consequences attached. Partnered with this Policy is the Zero Tolerance Policy which specifically lists THC.

Approve revised Board Policy 6.309, Zero Tolerance Offenses.

Motion was made by Danny O'Quinn, second by Jamie Schaff to approve revised Board Policy 6.309, Zero Tolerance Offenses. Motion carried.

Phil Isaacs: aye

Danny
O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Board Member Danny O'Quinn made a motion to combine Regular Agenda Items 9H-9K, seconded by Jamie Schaff.

This Policy specifically includes THC at any level of concentration and would be subject to a Zero Tolerance offense in the schools. Plenty of research and documentation on the effects of THC on students academically, socially, and long-term effects.

FOR YOUR INFORMATION

NEXT REGULARLY SCHEDULED BOARD MEETING

The next regularly scheduled Board Meeting will be held on Thursday, the 16th day of March 2023, 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.

There will also be a Budget Workshop approximately five minutes following the Board Meeting.

Motion was made by Danny O'Quinn motion to adjourn meeting. Motion carried.

Phil Isaacs: aye

Danny
O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

ADJOURN

Danny O'Quinn made a motion to adjourn the meeting.

Chairman of the Board

Director of Schools

		2022-23	2022-23	2022-23	2022-23	Unencumbered	February 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	1,954,080.31	58.33	1,395,919.69	379,684.34
141 R 40120	000	TRUSTEE'S COLLECTIONS - PRIOR	83,000.00	83,000.00	64,960.68	78.27	18,039.32	5,285.42
141 R 40130	000	CIR CLK/CLK & MASTER COLLECTIO	23,000.00	23,000.00	6,043.78	26.28	16,956.22	1,235.23
141 R 40140	000	INTEREST AND PENALTY	26,000.00	26,000.00	8,717.26	33.53	17,282.74	1,281.30
141 R 40162	000	PAYMENTS IN LIEU OF TAXES-LOCA	58,000.00	58,000.00	5.74	0.01	57,994.26	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	1,548,225.57	44.88	1,901,774.43	317,107.49
141 R 40275	000	MIXED DRINK TAX	18,000.00	18,000.00	13,865.40	77.03	4,134.60	2,104.45
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	399.42	66.57	200.58	34.73
141 R 43511	000	TUITION - REGULAR DAY STUDENTS	335,000.00	335,000.00	244,714.59	73.05	90,285.41	91,799.30
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	152,491.23	68.52	70,060.77	21,270.77
141 R 44110	000	INVESTMENT INCOME	7,500.00	7,500.00	35,524.76	473.66	-28,024.76	10,660.33
141 R 44120	000	LEASE/RENTALS	1,000.00	1,000.00	100.00	10.00	900.00	100.00
141 R 44170	000	MISCELLANEOUS REFUNDS	0.00	0.00	163.05	0.00	-163.05	163.05
141 R 44990	000	OTHER LOCAL REVENUES	1,000.00	1,000.00	85,494.37	8,549.44	-84,494.37	0.00
141 R 46511	000	BASIC EDUCATION PROGRAM	16,263,000.00	16,263,000.00	11,403,700.00	70.12	4,859,300.00	1,629,100.00
141 R 46515	000	EARLY CHILDHOOD EDUCATION	415,390.00	415,390.00	225,084.36	54.19	190,305.64	62,123.82
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	47,564.54	51.70	44,435.46	6,526.93
141 R 46610	000	CAREER LADDER PROGRAM	32,619.00	32,619.00	14,825.45	45.45	17,793.55	0.00
141 R 46980	000	OTHER STATE GRANTS	98,122.00	98,122.00	64,449.68	65.68	33,672.32	27,490.34
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	9,198.66	34.84	17,201.34	0.00
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	1,828,229.00	76.18	571,771.00	200,000.00
Grand Revenue Totals			27,094,468.00	27,094,468.00	17,707,837.85	65.36	9,386,630.15	2,755,967.50

Number of Accounts: 39

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

	Acct	2022-23	2022-23	2022-23	2022-23	Unencumbered	February 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	6,296,391.55	52.14	5,766,672.75	979,969.59
141 E 71200	SPECIAL EDUCATION PROGRAM	2,274,763.00	2,274,763.00	1,132,269.13	49.78	1,142,355.87	188,294.19
141 E 71300	VOCATIONAL EDUCATION PROGRAM	1,139,290.00	1,139,290.00	595,064.51	52.23	530,868.33	94,346.94
141 E 71400	STUDENT BODY EDUCATION PROGRAM	405,985.00	405,985.00	331,403.48	81.63	70,495.52	115,831.59
141 E 72110	ATTENDANCE	100,395.00	100,395.00	66,649.96	66.39	31,695.04	6,031.68
141 E 72120	HEALTH SERVICES	409,925.00	409,925.00	220,368.09	53.76	184,829.09	36,384.72
141 E 72130	OTHER STUDENT SUPPORT	1,191,301.00	1,191,301.00	566,169.98	47.53	603,329.33	83,124.37
141 E 72210	REGULAR INSTRUCTION PROGRAM	1,159,122.00	1,159,122.00	622,278.38	53.69	530,743.20	65,766.48
141 E 72220	SPECIAL EDUCATION PROGRAM	333,140.00	333,140.00	212,951.59	63.92	117,849.68	33,592.22
141 E 72230	VOCATIONAL EDUCATION PROGRAM	161,694.00	161,694.00	99,059.65	61.26	62,634.35	13,035.06
141 E 72250	TECHNOLOGY	652,540.00	652,540.00	441,828.11	67.71	192,081.06	43,019.18
141 E 72310	BOARD OF EDUCATION	537,860.00	537,860.00	446,987.74	83.10	81,349.34	26,409.46
141 E 72320	OFFICE OF THE SUPERINTENDENT	388,079.00	388,079.00	290,303.63	74.81	80,055.15	28,266.37
141 E 72410	OFFICE OF THE PRINCIPAL	1,777,952.00	1,777,952.00	1,060,938.06	59.67	716,715.94	140,995.18
141 E 72510	FISCAL SERVICES	391,655.00	391,655.00	261,101.76	66.67	124,960.31	28,512.17
141 E 72610	OPERATION OF PLANT	1,747,036.00	1,747,036.00	1,215,083.10	69.55	528,356.66	144,954.04
141 E 72620	MAINTENANCE OF PLANT	949,185.00	949,185.00	791,424.19	83.38	-58,526.82	59,305.21
141 E 72710	TRANSPORTATION	639,445.00	639,445.00	402,812.84	62.99	75,789.03	33,993.41
141 E 73100	FOOD SERVICE	30,145.00	30,145.00	16,489.20	54.70	13,655.80	2,062.73
141 E 73300	COMMUNITY SERVICES	221,552.00	221,552.00	131,450.21	59.33	78,966.06	19,290.23
141 E 73400	EARLY CHILDHOOD EDUCATION	415,390.00	415,390.00	229,711.05	55.30	184,825.72	65,832.75
141 E 76100	REGULAR CAPITAL OUTLAY	92,000.00	92,000.00	590,213.50	641.54	-1,957,618.50	0.00
141 E 99100	OPERATING TRANSFERS	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
Grand Expense Totals		27,094,468.00	27,094,468.00	16,020,949.71	59.13	9,103,082.91	2,209,017.57

Number of Accounts: 535

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

		2022-23		2022-23		2022-23		2022-23		Unencumbered	February 2022-23
		Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance - YTD Act			Monthly Activity		
142 R 47141	OCA	TITLE 1 GRANTS TO LOCAL EDUC A	88,564.00	97,564.00	69,769.38	71.51	27,794.62		9,068.62		
142 R 47189	OCA	EISENHOWER PROF DEVELOPMENT ST	4,000.00	7,000.00	4,673.59	66.77	2,326.41		664.29		
142 R 47131	OCP	VOCATIONAL EDUC - BASIC GRANTS	35,330.00	41,197.85	26,349.29	63.96	14,848.56		2,185.58		
142 R 47143	OID	SPECIAL EDUCATION - GRANTS TO	649,927.00	679,939.71	329,983.98	48.53	349,955.73		55,642.17		
142 R 47145	OPS	SPECIAL EDUCATION PRESCHOOL GR	15,530.00	19,729.95	7,452.42	37.77	12,277.53		1,242.07		
142 R 47141	OT1	TITLE 1 GRANTS TO LOCAL EDUC A	586,098.00	677,476.59	309,098.44	45.62	368,378.15		40,079.37		
142 R 47590	OT1	OTHER FEDERAL THROUGH STATE	53,791.00	61,979.56	28,464.63	45.93	33,514.93		3,835.37		
142 R 47189	OT2	EISENHOWER PROF DEVELOPMENT ST	73,929.00	106,699.14	45,116.84	42.28	61,582.30		3,990.54		
142 R 47590	OVR	OTHER FEDERAL THROUGH STATE	47,784.00	47,784.00	26,976.74	56.46	20,807.26		3,888.48		
142 R 47147	21C	SAFE AND DRUG-FREE SCHOOLS-ST	145,334.00	110,058.75	100,889.44	91.67	9,169.31		7,460.63		
142 R 47404	702	ARP Homeless	0.00	37,893.69	3,159.99	8.34	34,733.70		772.17		
142 R 47402	902	ARP IDEA	0.00	71,625.73	24,991.32	34.89	46,634.41		11,947.71		
142 R 47401	930	ESSER 3.0	435,467.00	323,605.80	153,106.11	47.31	170,499.69		22,324.04		
142 R 47307	931	ESSER 2.0	73,030.00	48,668.94	42,240.91	86.79	6,428.03		7,064.78		
142 R 47307	932	ESSER 2.0	1,696,069.00	1,747,999.80	582,165.90	33.30	1,165,833.90		255,086.00		
142 R 47401	933	ESSER 3.0	2,903,925.00	2,835,780.00	219,427.79	7.74	2,616,352.21		28,917.62		
142 R 47307	934	ESSER 2.0	200,000.00	200,000.00	121,770.81	60.89	78,229.19		8,205.37		
142 R 47307	935	ESSER 2.0	0.00	56,200.00	9,939.00	17.69	46,261.00		0.00		
142 R 47307	936	ESSER 2.0	0.00	71,250.00	35,625.00	50.00	35,625.00		0.00		
142 R 47590	940	OTHER FEDERAL THROUGH STATE	0.00	14,675.62	5,000.00	34.07	9,675.62		0.00		
142 R 47309	950	Literacy Stipend Grant	0.00	40,455.00	40,000.00	98.88	455.00		20,000.00		
142 R 47309	LSG	Literacy Stipend Grant	0.00	13,000.00	13,000.00	100.00	0.00		0.00		
142 R 47141	T1N	TITLE 1 GRANTS TO LOCAL EDUC A	35,402.00	59,085.40	31,811.79	53.84	27,273.61		4,785.57		
Grand Revenue Totals			7,044,180.00	7,369,669.53	2,231,013.37	30.27	5,138,656.16		487,160.38		

Number of Accounts: 23

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

		2022-23	2022-23	2022-23	2022-23	Unencumbered	February 2022-23
	Acct	Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance - YTD Act	Monthly Activity
142 E 71100	REGULAR INSTRUCTION PROGRAM	2,226,253.00	2,373,262.85	914,322.21	38.53	1,452,029.21	112,826.26
142 E 71200	SPECIAL EDUCATION PROGRAM	665,457.00	739,953.14	363,432.10	49.12	376,521.04	67,294.33
142 E 71300	VOCATIONAL EDUCATION PROGRAM	20,830.00	25,697.85	21,225.81	82.60	4,442.04	1,181.58
142 E 72120	HEALTH SERVICES	50,000.00	50,000.00	20,000.00	40.00	0.00	5,000.00
142 E 72130	OTHER STUDENT SUPPORT	174,161.00	201,876.59	94,328.37	46.73	96,287.93	12,085.65
142 E 72210	REGULAR INSTRUCTION PROGRAM	370,906.00	532,597.10	315,637.00	59.26	144,682.93	51,189.01
142 E 72220	SPECIAL EDUCATION PROGRAM	0.00	31,342.25	0.00	0.00	26,703.15	0.00
142 E 72230	VOCATIONAL EDUCATION PROGRAM	1,500.00	2,000.00	1,532.31	76.62	51.19	0.00
142 E 72250	TECHNOLOGY	142,204.00	141,446.00	109,534.14	77.44	31,911.86	6,217.67
142 E 72510	FISCAL SERVICES	0.00	56,200.00	9,939.00	17.69	46,261.00	0.00
142 E 72710	TRANSPORTATION	0.00	4,121.00	1,912.23	46.40	2,208.77	854.81
142 E 73100	FOOD SERVICE	0.00	1,000.00	77.97	7.80	22.03	0.00
142 E 73300	COMMUNITY SERVICES	142,834.00	110,058.75	100,889.44	91.67	9,169.31	7,460.63
142 E 76100	REGULAR CAPITAL OUTLAY	3,200,000.00	3,050,000.00	265,118.82	8.69	-839,671.49	200,226.33
142 E 99100	OPERATING TRANSFERS	50,035.00	50,114.00	0.00	0.00	50,114.00	0.00
Grand Expense Totals		7,044,180.00	7,369,669.53	2,217,949.40	30.10	1,400,732.97	464,336.27

Number of Accounts: 223

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

		2022-23	2022-23	2022-23	2022-23	Unencumbered	February 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	126,511.49	77.85	35,988.51	23,049.23
143 R 43522	000	LUNCH PAYMENTS - ADULTS	21,900.00	21,900.00	11,667.50	53.28	10,232.50	2,358.60
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	11,393.15	27.62	29,856.85	604.18
143 R 43990	000	OTHER CHARGES FOR SERVICES	13,000.00	13,000.00	6,333.88	48.72	6,666.12	719.28
143 R 44110	000	INVESTMENT INCOME	1,000.00	1,000.00	11,088.22	1,108.82	-10,088.22	2,603.45
143 R 46520	000	SCHOOL FOOD SERVICE	10,000.00	10,000.00	12,445.88	124.46	-2,445.88	12,445.88
143 R 47111	000	USDA SCHOOL LUNCH PROGRAM	635,000.00	635,000.00	492,323.92	77.53	142,676.08	74,236.36
143 R 47112	000	USDA COMMODITIES	93,500.00	93,500.00	81,031.81	86.67	12,468.19	7,979.38
143 R 47113	000	USDA BREAKFAST	340,000.00	340,000.00	237,360.06	69.81	102,639.94	35,907.87
143 R 47114	000	USDA - ESP SNACK PROGRAM	18,000.00	18,000.00	20,046.95	111.37	-2,046.95	1,753.92
Grand Revenue Totals			1,336,625.00	1,336,625.00	1,010,202.86	75.58	326,422.14	161,658.15

Number of Accounts: 41

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

		2022-23	2022-23	2022-23	2022-23	Unencumbered	February 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	980,967.70	73.39	355,657.30	154,341.61
<hr/> Grand Expense Totals		1,336,625.00	1,336,625.00	980,967.70	73.39	355,657.30	154,341.61

Number of Accounts: 86

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



CER Membership Agreement 2023-24 School Year

Comprehensive Educational Resources (CER) is an educational consortium that currently serves thirty school districts in Northeast Tennessee and across the state. CER is a collaboration between these thirty districts and The Niswonger Foundation that currently reaches approximately 138,000 students. CER began in May 2020.

Vision

Comprehensive Educational Resources aims to improve student outcomes as measured by the state assessment by giving students and teachers equal access to a variety of teacher created and reviewed materials that are aligned to Tennessee state standards, rigorous, and easily accessible. We are also committed to analyzing state assessment and benchmark data collaboratively with districts to guide instructional adjustments and improve student outcomes.

District Participation

By March 1, existing CER districts must complete a "membership agreement." The membership agreement will include the number of students from the state report card as of March 1. Districts will be invoiced from the Niswonger Foundation at the cost of \$2/per student based on the state report card as a "membership fee". For districts that join after March 1, they will complete the membership agreement based on the number of students on the state report card at the time of joining.

The membership agreement and membership fee will provide the district with access to the CER website and all materials. It will also give the district one representative on the Steering Committee and a monthly progress report to Superintendents. Finally, it will also give the district yearly reports using the state assessment data.

District Costs

In addition to the membership fee, there are optional costs associated with CER. If districts contribute a teacher to a curriculum team, districts will be responsible for compensating each teacher. This compensation could include three (3) days of flex time to compensate for creating materials. Districts can decide how this flex time will be provided to each teacher. In addition, each teacher on a curriculum team may need to be provided with three (3) days of a substitute and travel to review materials. By May 1, the Steering Committee will finalize the curriculum team compensation.

If districts participate in the CASE benchmark, there will be an annual contract with Instructure that meets the needs of the district.

If districts participate in Learning Together, our common professional development day, there will be a per person registration fee. Districts will have to decide by January if they are going to participate in Learning Together.

District: Elizabethton City

Number of students on the state report card: 2558

By signing and returning the membership agreement, your district will participate in CER for the 2023-24 school year.

Name: _____

Signature: _____



TCAT Academic Agreement Contract Routing Confirmation Review and Approval

TENNESSEE BOARD OF REGENTS

OBF-PURCH-TCAT-STANDARD-Revision: 6/15/18

Date Logged	03/03/2023
TBR Contract Number	111639

Rush? yes x no	If yes:
-------------------------	---------

Institution	TCAT Elizabethton
Contractor	Elizabethton City Schools
Purpose	Dual Enrollment Agreement

The signatures below indicate the attached contract has been reviewed and is recommended for approval

STEP 1: INSTITUTION APPROVALS		
Originator	<small>DocuSigned by:</small> <i>Richard Church</i>	2023-03-03 12:10 PM CST
President Approval	<small>DocuSigned by:</small> <i>[Signature]</i>	2023-03-03 1:34 PM CST
STEP 2: TBR APPROVAL		
Academic Programs	<small>DocuSigned by:</small> <i>Sachaka Hollins</i>	2023-03-06 12:03 PM CST
Academic Affairs	<small>DocuSigned by:</small> <i>Jonathan Blackwood</i>	2023-03-06 4:06 PM CST
Contracts and Reporting	<small>DocuSigned by:</small> <i>Angela Gregory Elyan</i>	2023-03-07 11:17 AM CST
General Counsel	<small>DocuSigned by:</small> <i>Ulmer T. Shafer</i>	2023-03-07 11:53 AM CST
STEP 3: THE AGREEMENT WILL BE FORWARDED TO APPROPRIATE VICE CHANCELLOR FOR REVIEW AND APPROVAL.		

Comments:

Richard VanHuss, Director of Schools, richard.vanhuss@ecschoools.net
Brian Culbert, CTE Director, brian.culbert@ecschoools.net

TBR CONTRACT SUMMARY SHEET

Institution Contact Data

Name: Dr. Richard Church	Email: richard.church@tcatelizabethton.edu	Phone No. 423-543-0070
-----------------------------	---	---------------------------

Vendor Contact Data

Vendor Address: 907 Jason Witten way Elizabethton, TN 37643	Contact Name: Brian Culbert
Contact Phone: 423-547-8015	Contact Email: brian.culbert@ecschoo1s.net
Vendor/Parent Company outside USA? yes or x no	If yes, list country:

Purpose of Contract:

Dual Enrollment Agreement

Contract Type:

Academic Articulation

Contract Format (Check all that apply)

<input checked="" type="checkbox"/> TBR Standard Format	<input type="checkbox"/> Vendor Generated Contract reviewed by TBR Contracts
<input type="checkbox"/> Drafted by TBR/Not Standard Format	<input type="checkbox"/> Renewal or Modification of Existing Agreement

Contract Term

Start Date: 08/01/2023	End Date: 07/31/2024	Total Number of Renewals (if a renewal or change to an existing contract, please indicate renewals remaining): 4
---------------------------	-------------------------	--

Contract Financial Information

Type: <input type="checkbox"/> Revenue <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> No Cost	Payment Frequency: Not Applicable
Amount per Year: 0	Amount w/all renewals: 0
Funding Source: Not Applicable	If not solely funded by Institution or Department, provide detail:
If State funds, list FOAP to be charged (i.e. 110001-200230-74490-470):	

Other Pertinent Information

Lease: <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	Non-debarment Verification (www.sam.gov): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> no
Grant: <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	Non-debarment Verification Date: 03/03/2023
Procurement Method: N/A	Available for System- Wide Use: Not Applicable If Other, list eligible entities: N/A
Ethnicity: State Agency	

Contract Monitoring

Contract requires monitoring? yes or x no	If yes, designated contract monitor (individual responsible for ensuring receipt of goods/services and liaison with the vendor):
If yes, monitoring frequency:	Monitor's email address:



**Dual Enrollment Agreement for Tennessee Colleges of Applied Technology
Between
Tennessee College of Applied Technology- Elizabethton
and
Elizabethton City Schools**

This Dual Enrollment Agreement (“Agreement”), by and between Tennessee College of Applied Technology Elizabethton (“Institution”) and Elizabethton City Schools (“High School”), is for the purpose of providing eligible high school students the opportunity to earn both college and high school graduation credits simultaneously upon successful completion of qualified course(s), as further defined herein.

OVERVIEW

In accordance with the guidelines and policies set forth by the Tennessee Higher Education Commission and Tennessee Board of Regents (“TBR”) Policy 2:03:00:00, and the procedures established by Institution, Institution desires to provide eligible high school students the opportunity to earn both college and high school graduation credits simultaneously upon successful completion of qualified course(s) (each a “Dual Enrollment Course”) toward a program of study (a “Program”).

The following classes that are listed in the Institution’s catalog and use the course syllabus, including outcomes and requirements, and text and materials approved by the respective Institution department are offered as Dual Enrollment Courses:

- Advanced Manufacturing Technology
- Criminal Justice Correctional Officer
- Automotive Technology
- Building Construction Technology
- Computer Information Technology

Eligible students (“Students”) must be enrolled as 9th, 10th, 11th, or 12th grade students in a Tennessee public or nonpublic secondary school, or in a home education program. In order to enroll in a specific Dual Enrollment Course, Students must meet the Program’s specific placement requirements as determined by the Institution.

In order to participate in a Dual Enrollment Course, Students must submit the following to the Tennessee College of Applied Technology-Elizabethton

- A completed application for admission signed by the Student;
- Required signatures from Student and parent or legal guardian of the Student.

In order to remain eligible to participate in Dual Enrollment Courses, Students must be in compliance with the Institution’s attendance policy and maintain a cumulative GPA of at least 2.0 in the Dual Enrollment Course(s) that the Student is taking in order to register for subsequent Dual Enrollment Courses. Exceptions must be submitted in writing to the Institution’s Vice President for Academic Affairs

Dual Enrollment Courses may be held on the campus of the Institution or the High School as mutually agreed to by the parties.

A. RESPONSIBILITIES OF THE PARTIES

A.1 The Institution:

- Is responsible for ensuring that a qualified faculty or adjunct faculty member is the instructor for the Dual Enrollment Course.
- Reserves the right to schedule an observation of all Dual Enrollment Courses held on the campus(es) of the High School at any time to ensure that Institution's expectations for the quality of the Dual Enrollment Course are met.
- Will initially classify Students enrolled in a Dual Enrollment Course as non-degree seeking. However, upon high school graduation or GED completion, the Dual Enrollment Course credit(s) may be applied toward an appropriate college-degree program so long as regular admissions requirements are met.
- Will adhere to High School's standard operating procedures for the reservation and utilization of school equipment for all Dual Enrollment Courses operated on the High School's campus.
- May require that the High School maintain science and computer laboratories and equipment appropriate and compatible for delivery of a Dual Enrollment Course held on the High School's campus.
- May cancel any Dual Enrollment Course with enrollment insufficient to cover Institution's expenses, so long as no invoices are sent to High School for such Dual Enrollment Course.
- On the schedule requested by High School, provide to High School for all Students completed grade reporting sheets and attendance reporting sheets.
- Provide academic support for high school instructors delivering TCAT academic content with site visits, sharing of resources, and communication.

A.2. The High School shall:

- Award high school graduation credit(s) for each Dual Enrollment Course successfully completed.
- Provide appropriate classroom space and instructional equipment, as determined by the Institution, for Dual Enrollment Courses offered on the High School campus.
- Pursuant to 0520-1-3-.06(4) (c) 1. of Tennessee Board of Education Rules, Regulations, and Minimum Standards for the Governance of Tennessee Public School (1994), retain the right to observe and supervise instruction, which is conducted on the High School campus during regular school hours.
- Agree to follow the Institution's academic calendar for all Dual Enrollment Courses if requested by the Institution.
- Provide Institution with any grade reporting sheets or attendance reporting sheets that Institution will be requested to complete for Students.
- Ensure that each Student applies for the Dual Enrollment Lottery Grant and any other Tennessee Student Assistance Corporation ("TSAC") grants available to pay for Dual Enrollment Courses prior to the deadlines set by TSAC.
- Not permit any Student to enroll in a Dual Enrollment Course unless that Student has either (i) provided to High School health information that establishes that the Student has complied with the recommended immunization schedule for measles, mumps, rubella and varicella for adults, issued by the Center for Disease Control and Prevention Advisory Committee on Immunization Practices or (ii) provided to High School documentation that meets the requirements of Rule 0140-02-09-.03 of the Tennessee Board of Regents regarding exemptions from vaccination requirements.
- Ensure that Students enrolling in a nursing, laboratory or allied health profession Dual Enrollment Course are aware of the need to comply with immunization requirements of entities providing clinical experiences associated with such courses.
- Ensure that each Student completes a waiver form indicating that the Student has received detailed information about (i) the recommended immunization schedule for measles, mumps, rubella and varicella for adults, issued by the Center for Disease

Control and Prevention Advisory Committee on Immunization Practices and the availability and effectiveness of the recommended vaccines and (ii) the risk factors for hepatitis B infection and the availability and effectiveness of vaccine for persons who are at risk of the disease.

A.3. The Institution and the High School shall:

- Each designate a individual to provide oversight of details and distribute general program information and necessary forms to Students.
- Jointly determine the Dual Enrollment Courses to be offered, subject to Institution's staffing and scheduling limitations and any enrollment or financial limitations.
- Provide appropriate information to the Students regarding Dual Enrollment Lottery Grant, Middle College Scholarship, and any other TSAC grants available to pay for Dual Enrollment Courses.

AGREEMENT TERM:

B.1. Term. This Agreement shall be effective for the period of no more than one (1) year, commencing on **August 1, 2023** and ending on **July 31, 2024**.

B.2. Term Extension. The parties may agree to extend the term of this Agreement for additional periods of time not to exceed five (5) years in length, so long as an amendment extending the term of this Agreement is executed prior to the expiration date of this Agreement.

C. FACULTY/COSTS

C.1. Instructors for the Dual Enrollment Courses shall be subject to the approval of both parties and will adhere to Institution's policies regarding academic standards and documentation of attendance and grades. The Institution reserves the right to replace any Dual Enrollment Course instructor provided by the High School for non-performance and/or violation of Institution policies and guidelines. The parties will promptly enter into an amendment of this Agreement if the replacement results in the Institution then being responsible for compensating the instructor of the affected Dual Enrollment Course. The parties agree that the primary employer of a Dual Enrollment Course instructor (Institution or High School) shall be responsible to arrange and compensate, if required, a substitute in the event that the instructor will be absent for a class meeting.

C.2. In the event the instructor is provided and compensated by the Institution, such compensation will be based upon applicable Institution policies as to Institution faculty.

C.3. In the event the instructor is provided and directly compensated by the High School, such compensation will be based upon applicable High School policies and no funds shall be due to the High School from the Institution unless otherwise specified in Section C.6 below. This does not prevent the Institution from entering into separate agreements with instructors who are also employees of the High School to engage such instructors as adjuncts.

C.4. All costs associated with enrollment of Students in Dual Enrollment Courses that not covered by amounts received under the Tennessee Dual Enrollment Lottery Grant, Middle College Scholarship, or any other TSAC grant intended to pay for the costs of a particular Student's enrollment in a Dual Enrollment Course (collectively, "Grant Monies") shall be the responsibility of the Student or Student's parent or legal guardian. Institution shall invoice Students or the Student's parent or legal guardian in accordance with the

terms of the enrollment agreement documents between the parties. The costs shall be as set forth in Sections C.5. and C.6.

C.5. Intentionally Deleted

C.6. For Dual Enrollment Courses held at High School's facilities, High School agrees that the Institution's cost of each Dual Enrollment Course will be calculated as follows:

In the event the instructor is provided and directly compensated by the High School, such compensation will be based upon applicable High School policies. The Institution shall reimburse the High School based upon the Institution's applicable policies as to adjunct faculty. The Institution shall reimburse High School for a portion of High School's costs of supplies and materials based on the number of students and the number of clock hours enrolled. In no event shall the maximum liability of the Institution for such reimbursement exceed eighteen hundred dollars \$1,800 per Trimester per course. The maximum liability shall not be subject to escalation for any reason or increased unless this Agreement is amended. If any extension of the term of this Agreement necessitates additional funding, the increase in the Institution's maximum liability will also be affected through an amendment to the Agreement.

C.7. In the event that a Student drops a Dual Enrollment Course by the Institution's Drop/Add Deadline, Grant Monies will be returned to TSAC in accordance with Institution and TSAC policies.

D. TERMS AND CONDITIONS:

D.1. Required Approvals. The Institution is not bound by this Agreement until it is approved by the appropriate officials in accordance with applicable Tennessee laws and regulations as shown on the signature page of this Agreement.

D.2. Modification and Amendment. This Agreement may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials.

D.3. Performance. Each party agrees to work in good faith to achieve the objectives of this Agreement.

D.4. Termination. Either party may terminate this Agreement with or without cause for any reason by providing written notice to the other party. However, in no event shall termination be effective until the end of the academic year then in progress.

D.5. Nondiscrimination Each party hereby agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of either party on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State constitutional or statutory law.

D.6. State and Federal Compliance. Each party shall comply with all applicable State and Federal laws and regulations, including without limitation with the Family Educational Rights and Privacy Act (FERPA) (collectively, the "Laws"). Each party agrees that its officers, employees and agents will use personally identifiable information from an education record disclosed pursuant to this Agreement only for the purposes for which the disclosure was made and not for any other purpose unless permitted by the Laws or necessary in order to comply with this Agreement. For purposes of clarity, the parties acknowledge that Students enrolled in Dual Enrollment Courses are students of both the Institution and the High School with educational records created by the instructors of

such Dual Enrollment Courses being records of both the Institution and the High School. The parties further acknowledge that the Laws applicable to educational records held by the Institution differ from those applicable to educational records held by the High School and agree that the Laws applicable to educational records held by the Institution shall apply only to the Institution, and the Laws applicable to educational records held by the High School shall apply only to the High School. The personally identifiable information may not be disclosed or re-disclosed by either party to any but the other party without prior written consent of the Student, the parent or legal guardian of the Student, or as otherwise permitted by FERPA or this Agreement.

D.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

D.8. Severability. If any terms or conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.

D.9. Communications and Contacts.

The Institution:

Dr. Richard Church, Vice President Academic Affairs
Tennessee College of Applied Technology Elizabethton
426 Highway 91 N, Elizabethton, TN 37643
(423) 543-0070
(423) 547-2587

The High School:

Brian Culbert, CTE Director
Elizabethton High School
907 Jason Witten Way, Elizabethton, TN 37643
(423) 547-8015
(423) 547-8016

D.10. Relationship of the Parties. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.

D.11. Liability. Institution is a public institution of higher education and a member of the State University and Community College System of Tennessee governed by the Tennessee Board of Regents. As a state entity, its liability arising from performance under this Agreement shall be subject to and limited to those rights and remedies, if any, available under T. C. A. §§ 9-8-101 through 9-8-407. The High School is a political subdivision of the state and, as such its liability for injuries which may result from its performance under this Agreement shall be subject to and limited to those rights and remedies, if any, available under the Tennessee Governmental Tort Liability Act, §§ T. C. A. 29-20-201, et seq.

IN WITNESS WHEREOF:

Elizabethton City Schools:

Richard VanHuss, Director of Schools

Date

Tennessee College of Applied Technology Elizabethton:

Dr. David J. Hicks, President

Date

TENNESSEE BOARD OF REGENTS:

Flora W. Tydings, Chancellor

Date

February 26, 2023

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

Dear Mr. VanHuss and Board Members:

My name is Tiffany Hogan, and I am a District Literacy Coach with Johnson City Schools. I am currently enrolled in a doctoral program with the University of the Cumberlands. I am in the dissertation phase of my program, and the purpose of my dissertation is to provide districts with an additional data point to help inform their decisions surrounding interim testing. I would appreciate the opportunity to include Elizabethton City Schools' data points specific to English Language Arts (ELA) interim assessments' predictive validity of TCAP scores in my study.

My literature review explores the nation's accountability era and its impacts on educational stakeholders across the country but especially in Tennessee. There appears to be a research gap when examining the predictive validity of company-created interim assessments and district-created interim assessments to students' performance on statewide summative assessments.

My quantitative dissertation study proposes to analyze the predictive validity of 2021-22 ELA interim assessments created by a company compared to in-house to statewide summative assessments in Grades 3-8. My district will allow me to access the in-house created interim assessment data and TCAP data I need. Consequently, I would like to use Elizabethton's company-created interim and TCAP archival data for comparison purposes. Specifically, I would like to analyze three-quarters of Mastery Connect/CASE ELA scores for Grades 3-8 in addition to the students' ELA TCAP composite scores from Academic Year 2021-22. It would also be helpful to have students' subgroups identified.

I am excited by the possibility that conducting research that will culminate my doctorate may also be beneficial to local school systems. Please let me know if I can provide any additional information that will enable you to approve my request.

Sincerely,



Tiffany Hogan

Predictive Validity of Interim Assessments

Tiffany M. Hogan

Dr. Aaron Anderson

839 Advanced Research Methods

Department of Educational Leadership, University of the Cumberland

February 11, 2023

I. General introduction and overview of the topic

Educators across the globe are continually seeking ways to increase student achievement. The adoption of No Child Left Behind and the Common Core State Standards amplified accountability procedures in the United States (Zancanella & Moore, 2014). These changes in education increased the need for data-informed decisions to shape teaching and learning practices (Duckor, 2014). Therefore, the practice of districts analyzing data from interim tests throughout the school year to gauge student learning on tested standards has become increasingly more popular (Kornhaber, 2014).

In Tennessee, only 36.4% of students in public schools demonstrated mastery of standards, as indicated by the scores on their 2021 end-of-year, standardized English Language Arts (ELA) assessments (Tennessee Department of Education, 2022). The tests are part of the Tennessee Comprehensive Assessment Program (TCAP) and help determine student, teacher, school, and district-level effectiveness. Many districts mandate that teachers administer interim assessments to their students throughout the year to help prepare students for state testing, obtain data to drive instructional practices, and predict student performance on end-of-year exams. Some interim assessments are created by educators who work for the school system. Other times, interim assessments are purchased from testing companies.

Cutlip (2003) notes that assessments created within local institutions can give educational stakeholders more nuanced data about individual learners that can be used to increase learning. According to Rabinowitz and Ananda (2001), locally-designed assessments have many proponents. Nevertheless, Rabinowitz and Ananda (2001) also cite that there is minimal available research on the reliability and validity of these designs. Furthermore, they noted the need for more research to determine whether or not district-created interim assessments are more predictive of students' scores on state-mandated, standardized assessments or if an assessment company is more likely to produce assessments more predictive of students' scores on state-mandated, standardized assessments. Educational leaders need further reliable research results to determine if locally designed interim assessments are accurate measures for predicting student success on state-mandated, standardized assessments (Marzano, 2018). This study aims to provide districts with an additional data point to help inform their decisions surrounding interim testing.

II. Research questions

1. To what extent do district-created English Language Arts interim assessments predict student performance on state-wide summative assessments in grades three through eight?
2. To what extent do company-created English Language Arts interim assessments predict student performance on state-wide summative assessments in grades three through eight?
3. Is there a statistically significant difference between district-created and company-created English Language Arts interim assessments on the predictive validity of student performance on state-wide summative assessments in grades three through eight?

III. Procedures and Methodology

A quantitative methodology will be used to complete the study. Specifically, a predictive correlation design will be used to examine archival data to determine the predictive value of district-created and company-created English Language Arts interim assessments on student performance on state-wide summative assessments in grades three through eight. To be

included in the study, each student must have a score on the first, second, and third interim assessment as well as an ELA TCAP score.

The study will examine the individual 2021-2022 English Language Arts test scores of third-through eighth-grade students in two school districts in Northeast Tennessee. The participating districts will be provided with a copy of the IRB approval record, which will be placed in the Appendices. In addition, the consenting districts will be informed of the minimal risks to study participants since student identifiers such as names and student numbers will not be included. Student subgroups, if applicable, will be noted. Districts will receive copies of the research proposal and research consent letter.

District A's current Kindergarten through twelfth grade (K-12) enrolment numbers total 8,000 students. District B currently serves just over 2,500 Pre-Kindergarten through twelfth-grade students. During the 2021-2022 school year, districts administered common interim assessments to students in third through eighth grade at the end of the first, second, and third quarters of instruction. Additionally, both districts administered the same state-mandated, standardized assessments to their students during the spring of 2022.

Several statistical tests involving two districts, interim assessments created by two different groups of people with varying sets of guidelines, and summative assessments from one state-mandated, standardized testing program will be run. Initially, a correlation and regression test will be used to examine whether or not evidence exists to support a relationship between students' English Language Arts scores on interim assessments from assessments created by a district team and the state's summative English Language Arts assessment scores. A second correlation and regression test will examine the relationship between a different district's students' scores on interim assessments generated by an assessment company and the scores of those students on the same state's summative English Language Arts assessment. Subsequently, an independent samples *t*-test will be conducted to determine if evidence exists to support a statistically significant difference in the predictive validity results of the two groups of students. This study aims to give school administrators research-informed data to assist in making decisions about interim testing creation and use.

Reference list

- Cutlip, G. W. (2003). *Balanced assessment: The key to accountability and improved student learning*. National Education Association.
- Duckor, B. (2014). Formative assessment in seven good moves. *Educational Leadership*, 71(6), 28–32.
- Kornhaber, M. L., Griffith, K., & Tyler, A. (2014). It's not education by zip code anymore – but what is it? Conceptions of equity under the Common Core. *Education Policy Analysis Archives*, 22(4), 1–30.
- Marzano, R. J. (2018). *Making classroom assessments reliable and valid* (2nd ed.). Solution Tree.
- Rabinowitz, S. & Ananda, S. (2001). *Balancing local assessment with state-wide testing*. Wested.
- Tennessee Department of Education (2022). *TCAP 2022 Results Information*.
<https://www.tn.gov>
- Zancanella, D., & Moore, M. (2014). The origins of the common core: Untold stories. *Language Arts*, 91(4), 273–279.

Research summary

Research question	Sources of data to answer question	Analysis	What “conclusion” do you hope to make?																					
<p>To what extent do district-created English Language Arts interim assessments predict student performance on state-wide summative assessments in grades three through eight?</p>	<p>Archival data: District A’s grades 3-8 in-house developed ELA interim individual student scores for quarters one, two, and three and grades 3-8 individual ELA TCAP scores. Student subgroups will be identified if applicable.</p>	<p>A correlation and regression test will be used to examine whether or not evidence exists to support a relationship between two numerical variables.</p> <table border="1" data-bbox="821 645 1214 929"> <thead> <tr> <th></th> <th>Chkpt</th> <th>TCAP</th> </tr> </thead> <tbody> <tr><td>3rd</td><td></td><td></td></tr> <tr><td>4th</td><td></td><td></td></tr> <tr><td>5th</td><td></td><td></td></tr> <tr><td>6th</td><td></td><td></td></tr> <tr><td>7th</td><td></td><td></td></tr> <tr><td>8th</td><td></td><td></td></tr> </tbody> </table>		Chkpt	TCAP	3rd			4th			5th			6th			7th			8th			<p>There is a relationship between students’ scores on their district-created ELA interim assessments and their scores on TCAP.</p>
	Chkpt	TCAP																						
3rd																								
4th																								
5th																								
6th																								
7th																								
8th																								
<p>To what extent do company-created English Language Arts interim assessments predict student performance on state-wide summative assessments in grades three through eight?</p>	<p>Archival data: District B’s grades 3-8 preparked company-developed ELA interim individual student scores for quarters one, two, and three and grades 3-8 ELA individual TCAP scores. Student subgroups will be identified if applicable.</p>	<p>A second correlation and regression test will examine the relationship between two numerical variables.</p> <table border="1" data-bbox="821 1086 1214 1368"> <thead> <tr> <th></th> <th>Chkpt</th> <th>TCAP</th> </tr> </thead> <tbody> <tr><td>3rd</td><td></td><td></td></tr> <tr><td>4th</td><td></td><td></td></tr> <tr><td>5th</td><td></td><td></td></tr> <tr><td>6th</td><td></td><td></td></tr> <tr><td>7th</td><td></td><td></td></tr> <tr><td>8th</td><td></td><td></td></tr> </tbody> </table>		Chkpt	TCAP	3rd			4th			5th			6th			7th			8th			<p>There is a relationship between students’ scores on their company-created ELA interim assessments and their scores on TCAP.</p>
	Chkpt	TCAP																						
3rd																								
4th																								
5th																								
6th																								
7th																								
8th																								
<p>Is there a statistically significant difference between district-created and company-created English Language Arts interim assessments on the predictive validity of student performance on state-wide summative assessments in grades three through eight?</p>	<p><i>p</i>-value of RQ1 and <i>p</i>-value of RQ2 (aggregate)</p>	<p>Subsequently, an independent samples <i>t</i>-test will be conducted to determine if evidence exists to support a statistically significant difference in the predictive validity results of the two groups of students.</p>	<p>There is a statistically significant difference between district-created and company-created English Language Arts interim assessments on the predictive validity of student performance on state-wide summative assessments in grades three through eight.</p>																					

Exempt Study IRB Application

This application is to be used to request an exempt study under a limited review process. The researcher must receive IRB approval prior to engaging in research activities involving human subjects.

To qualify as exempt, the research must fall within the activities listed in part two of this application, not pose more than minimal risk to participants, and will not work with the protected groups listed in research activities #7.

No more than minimal risk means that the probability and magnitude of harm or discomfort anticipated in the research are not greater in and of themselves than those ordinarily encountered in daily life or during the performance of routine physical or psychological examinations or tests. This application form is also used for studies of secondary or archival data where no live human subjects will be recruited.

Supporting documents to the application must include:

- *CITI Certificate: Social & Behavioral Research Basic Course*
- *Chair/Professor approval of IRB application and materials (provided after review of this document)*
- *Recruitment Materials (not required for secondary/archival data studies)*
- *Site Permission and/or Data Use Permission*
- *Informed Consent Form (not required for secondary/archival data studies)*
- *Data Collection Instrument and Instrument Permission (all instruments being used)*
- [Additional Information Required for International Research](#)

1. Please submit either an email or a screenshot as evidence of your professor/chair's approval of your application. You may not proceed with the submission without this approval and the approval must be within the last two weeks or after a previous denial date. [Chair Example](#)



Aaron Anderson

To: Tiffany Hogan



Fri 3/3/2023 8:29 AM



Excellent start Tiffany. Now pull of this information over to the appropriate IRB Application that you select in the IRB Organization page in Blackboard.

Be sure to utilize the examples in the IRB Organization page to ensure you have all the information required for each section of your application.

Soon as you have your application completed email it to me for review.

-Aaron

Aaron Anderson, EdD

Associate Professor, Leadership Studies
University of the Cumberland

2. Will human subjects be recruited for this study? (If no please use the exempt IRB form)
 Yes
 No

3. CITI Certificate

This is the social and behavioral research basic course. See instructions on the IRB and research organization page to complete the CITI human subjects protections training. Attach a copy of your Social and Behavioral Research Basic Course 1 CITI certificate here.



This is to certify that:

Tiffany Hogan

Has completed the following CITI Program course:

Social & Behavioral Research - Basic/Refresher
(Curriculum Group)
Social & Behavioral Research
(Course Learner Group)
1 - Basic Course
(Stage)

Under requirements set by:

University of the Cumberland

Not valid for renewal of
certification through CME.

CITI
Collaborative Institutional Training Initiative

Verify at www.citiprogram.org/verify/?w8b7e9eef-cdcb-4a5b-b71b-cae6629b6e96-53366435

Citi Example

4. Site Permission or Data Use Permission

Evidence of site permission for data collection is required. If non-public archival data are to be gathered, please provide a Data Use Permission. If data are publicly available, provide evidence of the public availability of the dataset.

If you are planning to survey people through their work email or if you are going to conduct. Any study in a P-12 school, you must provide a letter of agreement giving you permission. For example, if you are working with a school district, you must provide a letter from the superintendent BEFORE the study can be approved here. If you are going to collect information from a university, you need permission from them. If you are going to send emails to a corporation, they need to give permission. If you don't have this letter now, do not submit this form. Combine all required documents into one and upload here.

[Site Permission and Data Use Example](#)

Districts require IRB approval before final consent to participate is provided.



Felecia Baird <felecia.baird@ecschools.net>



To: Hogan, Tiffany

Fri 1/27/2023 2:06 PM

WARNING: This message originated outside of Johnson City Schools!! DO NOT CLICK any links or attachments unless the sender is known and content is deemed safe.

Hello Tiffany,

We will need a copy of your IRB, Dissertation Proposal, and District Research Consent Letter addressed to our Director, Richard VanHuss, and the ECS Board of Education. If you can email that information to me, I'll add it to the February agenda.

Let me know if you have any questions!

Felecia Baird

*Felecia Baird
Board Secretary/Adm. Specialist to the Director of Schools
Elizabethton Board of Education
804 S. Watauga Avenue
Elizabethton, Tennessee 37643
Phone: (423) 547-8000 (Ext. 8225)*

February 26, 2023

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

Dear Mr. VanHuss and Board Members:

My name is Tiffany Hogan, and I am a District Literacy Coach with Johnson City Schools. I am currently enrolled in a doctoral program with the University of the Cumberlands. I am in the dissertation phase of my program, and the purpose of my dissertation is to provide districts with an additional data point to help inform their decisions surrounding interim testing. I would appreciate the opportunity to include Elizabethton City Schools' data points specific to English Language Arts (ELA) interim assessments' predictive validity of TCAP scores in my study.

My literature review explores the nation's accountability era and its impacts on educational stakeholders across the country but especially in Tennessee. There appears to be a research gap when examining the predictive validity of company-created interim assessments and district-created interim assessments to students' performance on statewide summative assessments.

My quantitative dissertation study proposes to analyze the predictive validity of 2021-22 ELA interim assessments created by a company compared to in-house to statewide summative assessments in Grades 3-8. My district will allow me to access the in-house created interim assessment data and TCAP data I need. Consequently, I would like to use Elizabethton's company-created interim and TCAP archival data for comparison purposes. Specifically, I would like to analyze three-quarters of Mastery Connect/CASE ELA scores for Grades 3-8 in addition to the students' ELA TCAP composite scores from Academic Year 2021-22. It would also be helpful to have students' subgroups identified.

I am excited by the possibility that conducting research that will culminate my doctorate may also be beneficial to local school systems. Please let me know if I can provide any additional information that will enable you to approve my request.

Sincerely,

Tiffany Hogan

5. Informed Consent Form –

Consent letter (if paper), consent script (for online survey), etc.) The informed consent form must be in language understandable and comprehensible to the participant and/or the legally authorized representative.) Use Informed Consent Template in IRB Organization.

Not required for secondary/archival data studies where no live subjects will be recruited.

I will be using archival data where no live subjects will be recruited.

[Informed Consent Example](#)

6. Data Collection Instrument and Permission to Use

Provide instrumentation to be used for data collection (i.e., survey, questionnaire, interview guide, focus group guide, etc.). For electronic surveys or questionnaires to be implemented, the live URL to the instrument must be provided and included in the recruitment notice. For electronic surveys or questionnaires to be implemented, the live URL to the instrument must be provided and included in the recruitment notice. If using an existing survey, explain reliability and validity information from the original authors. For use of pre-validated survey scales or other instruments, copyright release must also be provided. If the instrument is publicly available for research purposes, evidence of the public availability must be provided. Combine all required documents into one and upload here.

[Survey Example](#)

[Permission Example](#)

URL: n/a I will be using archival data where no live subjects will be recruited.

7. Project Title: **Predictive Validity of Interim Assessments**

8. Estimated Start Date of Project: May 8, 2023

9. Interaction with Research Participants

Will the researcher be collecting data by directly interacting with participants (electronic, paper, or in person)?

Yes

No

10. Identifiable Private Data

Will identifiable private information be collected from existing records (medical records, assessment data, or other data sources)? Identifiers will be removed before collection.

Yes

No

Exempt Categories

*Exempt review involves studies with no more than minimal risk (**§46.104**). Investigators use the exempt review IRB application form when the study involves HSR that falls within one or more of the eight exemption categories (see **§46.104(d)**)*

11. Please choose the exempt category for this research:

Research, conducted in established or commonly accepted educational settings that specifically involves normal educational practices that are not likely to adversely impact students' opportunity to learn required educational content or the assessment of educators who provide instruction. This includes most research on regular and special education instructional strategies, and research on the effectiveness of or the comparison among instructional techniques, curricula, or classroom management methods (§46.104(d)(1)).

Research that only includes interactions involving educational tests (cognitive, diagnostic, aptitude, achievement), survey procedures, interview procedures, or observation of public behavior (including visual or auditory recording) when at least one of the following criteria is met (§46.104(d)(2)): See (i), (ii), (iii).

Research involving benign behavioral interventions in conjunction with the collection of information from an adult subject through verbal or written responses (including data entry) or audiovisual recording if the subject prospectively agrees to the intervention and information collection and at least one of the following criteria is met: §46.104(d)(3)(i) and A, B, C.

Secondary research for which consent is not required: Secondary research uses of identifiable private information or identifiable biospecimens, if at least one of the following criteria is met §46.104(d)(4): See (i), (ii), (iii), (iv).

Study involves no recruitment of human subjects and involves only de-identified data. (Upon review of the application, this type of study may be determined by the IRB as not human subjects research. See IRB Policy 3-1).

Research Procedures

12. Background (Why is this important? What problem are you trying to solve?)

Educators across the globe are continually seeking ways to increase student achievement. The adoption of No Child Left Behind and the Common Core State Standards amplified accountability procedures in the United States (Zancanella & Moore, 2014). These changes in education increased the need for data-informed decisions to shape teaching and learning practices (Duckor, 2014). Therefore, the practice of districts analyzing data from interim tests throughout the school year to gauge student learning on tested standards has become increasingly more popular (Kornhaber, 2014).

In Tennessee, only 36.4% of students in public schools demonstrated mastery of standards, as indicated by the scores on their 2021 end-of-year, standardized English Language Arts (ELA) assessments (Tennessee Department of Education, 2022b). The tests are part of the Tennessee Comprehensive Assessment Program (TCAP) and help determine student, teacher, school, and district-level effectiveness. To help prepare students for state testing, obtain data to drive instructional practices, and predict student performance on end-of-year exams, many districts mandate that teachers administer interim assessments to their students throughout the year (Culham, 2014; Dwyer, 2007). Some interim assessments are created by educators who work for the school system. Other times, interim assessments are purchased from testing companies.

Cutlip (2003) notes that assessments created within local institutions can give educational stakeholders more nuanced data about individual learners that can be used to increase learning. According to Rabinowitz and Ananda (2001), locally-designed assessments have many proponents. Nevertheless, Rabinowitz and Ananda (2001) also cite that there is minimal available research on the reliability and validity of these designs. Furthermore, they noted the need for more research to determine whether or not district-created interim assessments are more predictive of students' scores on state-mandated, standardized assessments or if an assessment company is more likely to produce assessments more predictive of students' scores on state-mandated, standardized assessments. Educational leaders need further reliable research results to determine if locally designed interim assessments are accurate measures for predicting student success on state-mandated, standardized assessments (Marzano, 2018). This study aims to provide districts with an additional data point to help inform their decisions surrounding interim testing.

13. Study Method

- Quantitative
- Qualitative
- Mixed Methods (Needs program director approval.)
- Applied Research (Needs program director approval.)

14. Research Questions

The study focuses on analyzing the predictive validity of two types of interim assessments to state-level summative assessments. Specifically, the study examines English Language Arts (ELA) district-created interim assessments and company-created interim assessments to see which is more predictive of third- through eighth-grade students' scores on the Tennessee Comprehensive Assessment Program's ELA tests. The study is important to various educational stakeholders. Administrators want to know that they are promoting the assessments that yield data to help them identify which standards to target for particular students. Three research questions guided this particular research.

1. To what extent do district-created English Language Arts interim assessments predict student performance on state-wide summative assessments in grades three through eight?
2. To what extent do company-created English Language Arts interim assessments predict student performance on state-wide summative assessments in grades three through eight?

3. Is there a statistically significant difference between district-created and company-created

English Language Arts interim assessments on the predictive validity of student performance

on state-wide summative assessments in grades three through eight?

15. Population and Sampling Procedure

Describe the demographic characteristics of the study population, including the sampling method, minimum sample size, and how you determined adequate sample size.

[Sampling Procedures](#)

The study will examine the individual 2021-2022 English Language Arts test scores of third- through eighth-grade students in two school districts in Northeast Tennessee. In 2020, District A's current Kindergarten through twelfth grade (K-12) enrolment numbers totalled 8,098 students (Johnson City Schools, 2021). District B currently serves just over 2,500 Pre-Kindergarten through twelfth-grade students (Tennessee Department of Education, 2022a). District A has approximately 600 students per grade level in grades three through eight. District B has roughly 200 students per grade level in grades three through eight. The initial target population for the study from District A is 3,600 students and District B is 1,200 students for a total of 4,800 students. The participating districts were selected based on convenience due to ease of access to the archival data. The final sample size for the study is anticipated to be over 3,500, which will exceed the minimum sample size of 782 determined by a G*Power analysis, a priori to establish a rigorous sample size (power = .80; effect = .1; α = .05).

The study population will include male and female eight- to 14-year-old students from the two participating districts. District A's ethnic composition is 4% Asian, 15% Black/African American, 12.7% Hispanic or Latino, and 67.9% White (Johnson City Schools, 2021). District B's ethnic composition is 1% Asian, 5% Black/African American, 3% Hispanic or Latino, and 90% White. In District A, 6.7% of the students are English Learners, 12.8% of the students have diagnosed disabilities, and 30.3% are economically disadvantaged. In District B, 1% of the students are English Learners, 16% of the students have diagnosed disabilities, and 36% are economically disadvantaged.

To be included in the study, students must have all four data points. Specifically, students will need a score on their 2021-2022 first, second, and third quarter English Language Arts (ELA) interim assessment and an ELA score on their Spring 2022 Tennessee Comprehensive

16. Subject Recruitment Materials and Procedure

Describe the process of identifying and recruiting subjects for the research activities. Attach a copy of any recruitment material, such as flyers, advertisements, cover letters, etc. Specify any inclusion and exclusion criteria. The recruitment materials must be in language understandable and comprehensible to the participant and/or the legally authorized representative. Not required for secondary/archival data studies where no live subjects will be recruited. Combine all documents into one and upload here.

[Recruitment Example](#)

Subjects in District A were identified for the research activities because they are known to take English Language Arts (ELA) interim assessments after each quarter of instruction that were created by a team of district literacy coaches. Subjects in District B were identified for the research activities because they are known to take ELA interim assessments after each quarter of instruction that were created by a company. Subjects in both districts reside in the same state. Subjects in the selected grade levels are required by the state department of education to take the same ELA end-of-year summative assessments.

Subjects were recruited for the research activities based on access to the archival data needed to conduct the study. In District A, a completed research approval form was submitted to the district's Director of Accountability and School Improvement. To gain access to archival data from District B, District A's Supervisor of Educator Evaluation, Assessment, and Response to Intervention contacted District B's Assistant Director of Schools for Curriculum. District B requested a copy of the Institutional Review Board (IRB) approved application, the research proposal, and a district research consent letter addressed to District B's Director and its Board of Education. District B needs IRB approval before final consent to participate is provided.

From: Walk, Roger <WalkR@jcschools.org>
Sent: Wednesday, January 18, 2023 8:49 AM
To: Myra Newman <Myra.Newman@ecschoools.net>
Subject: question

Hi Myra...
Hope you are well.
Does ECS allow outside folks to complete research with ECS data?
One of our academic coaches, Tiffany Hogan is completing her EDD and researching a predictive study between benchmarks and TCAP performance.
She wanted to use 2 platforms...Illuminate from Johnson City and Mastery Connect from another system.

Thanks
Roger

Roger A. Walk, Ed.D.
Supervisor of Instruction
Educator Evaluation, Assessment, and RTI

Johnson City Schools
100 East Maple St.

From: Myra Newman <Myra.Newman@ecschoools.net>
Sent: Wednesday, January 18, 2023 9:00 AM
To: Walk, Roger <WalkR@jcschoools.org>
Subject: RE: question

Yes, we do. Our School Board must approve the study. She would need to submit her study to Felecia Baird, our board secretary, to get it on the board's agenda. The deadline to get something on January's agenda is passed, we meet this Thursday. If she wants to get it on February's agenda she needs to get it into Felecia by February 9th. Here's Felecia's email address felecia.baird@ecschoools.net

Myra Newman, Ed.D.

Assistant Director of Schools for Curriculum
804 S. Watauga Ave.
Elizabethton, TN 37643
(423) 547-8000

17. Informed Consent Form and Procedure

Describe the process of obtaining informed consent prior to data collection from research participants. The informed consent form must be in language understandable and comprehensible to the participant and/or the legally authorized representative.) If using an online survey, informed consent should be included on the introductory page.

Both districts were provided with a copy of the research proposal and IRB that describe that there will be no contact with human subjects. The research will involve unidentifiable assessment data, therefore the risk to participants is minimal.

18. Research Procedures, Data Collection, and Data Analysis

Specify the data collection process that will be used. If a survey is sent, who sends it. If data are provided who sends it? If interviews, where and when? This must be clear enough that someone else could follow your steps. How will you analyze your data? For example, how will you measure your independent and dependent variables? What survey items measure the construct and what statistical analysis (if applicable) will you use?

A quantitative methodology will be used to complete the study. Specifically, a predictive correlation design will be used to examine archival data to determine the predictive value of district-created and company-created English Language Arts interim assessments on student performance on state-wide summative assessments in grades three through eight. Each district will be assigned a page of an Excel spreadsheet. Each student will be assigned a row of page on an Excel spreadsheet. Each of the four assessments will be assigned a column of the Excel spreadsheet. If the student is part of a state-recognized subgroup, such as economically disadvantaged, English Learner, Black, Hispanic, students with disabilities, etc., the subgroup(s) will be noted on that student's row. Students' percent correct scores on each first, second, and third quarter ELA interim assessment from the 2021-2022 school year will be entered into the Excel spreadsheet. Students' ELA composite score on the Spring

2022 TCAP will also be entered onto the same line of the spreadsheet. To be included in the study, each student must have a score on the first, second, and third interim assessment as well as an ELA TCAP composite score. For District A, the interim assessment data was collected in 2021-22 as third through eighth-grade students entered their first-, second-, and third-quarter English Language Arts (ELA) checkpoint scores into the Illuminate testing platform. Teachers and administrators had access to students' results as students were taking tests and were able to view data reports at the classroom, school, and district levels upon students' completion. For District B, the interim assessment data was collected in 2021-22 as third through eighth-grade students entered their first-, second-, and third-quarter ELA checkpoint scores into the Mastery Connect testing platform. District B stakeholders were able access the assessment data reports generated by the company three or more days after the last student in that grade level completed each assessment. The final data point was collected as students took subparts one through four of the ELA Tennessee Comprehensive Assessment Program (TCAP) in April of 2022. Students answer documents were scored by machines, and their writing assessments were hand-scored by Pearson employees. Districts were given access to students' scores during the summer of 2022 through the Pearson Access Next platform. Several statistical tests involving two districts, interim assessments created by two different groups of people with varying sets of guidelines, and summative assessments from one state-mandated, standardized testing program will be run. To answer the first research question, a correlation and regression test will be used to examine whether or not evidence exists to support a relationship between students' English Language Arts scores on interim assessments from assessments created by a district team and the state's summative English Language Arts assessment scores. To answer the second research question, a second correlation and regression test will examine the relationship between District B's students' scores on interim assessments generated by an assessment company and the scores of those students on the same state's summative English Language Arts assessment. A correlation test is needed to answer the first and second research questions to determine if there is a relationship, or correlation, between two numerical variables that are not the same metric (Spatz, 2019). To answer the third research question, an independent samples *t*-test will be conducted to determine if

evidence exists to support a statistically significant difference in the predictive validity results of the two groups of students. An independent samples *t*-test is needed to answer the third research question because a difference between two groups' numerical data is being examined to compare means (Spatz, 2019). According to Schuwirth and van der Vleuten (2011), validity entails measuring what the assessment is designed to measure. The interim and summative assessments involved in this study were designed to measure students' mastery of the Tennessee Academic Standards. Chappuis and Stiggins (2019) state that validity looks at an assessment's design and purpose. The interim and summative test designers in this study were guided by the assessment blueprints that were published by the Tennessee Department of Education to establish clear student learning targets. The extent to which test items align to state standards impends or supports the test's validity (Thorndike & Thorndike-Christ, 2009). A team of trained assessment creators confirmed that the items appearing on the interim and summative assessments used in this study align to the breadth and depth of the Tennessee State Standards. The Tennessee Comprehensive Assessment Program (TCAP) began in 1988 (Tennessee Department of Education, 2022b). The assessments are carefully constructed over multiple years. The items are written by content specialists and brought before an Item Review Committee made up of vetted Tennessee teachers and instructional coaches. When an item counts toward student's score, it is considered operational. Prior to an item becoming operational, it must be field tested and the results must be analyzed by psychometricians who determine whether or not it may be used on future TCAP tests (Tennessee Department of Education, 2022a). For this study, the data collected from the districts will be run through JASP software. The correlation test will look for a linear relationship. Pearson's Correlation Coefficient will be indicated by r , knowing that r will be between negative one and one (Spatz, 2019). The strength of the correlation will be shown by r . The closer the correlation coefficient is to one or negative one, the more correlated the variables are. A correlation coefficient of zero shows the complete absence of any correlation. If r is greater than zero, a positive correlation is present; however, it may be very weak. For example, $r = 0.1$ indicates a weak correlation, and $r = 0.94$ shows a strong correlation. Likewise, if r is less than zero, a negative correlation is present, but it may be weak. Positive relationships will show that as one variable

increases, so does the other variable. Negative relationships will show that as one variable increases, the other variable will decrease (Spatz, 2019). The chances of a sampling error occurring will not be eliminated, but it will be reduced to an acceptable level due to the large sample size.

19. Potential Risks and Benefits

There is always at least minimal risk for any research participation. Please describe the potential risks that the study poses to subjects, whether seen or unforeseen, including physical, social, psychological, legal, or other risks. Describe how these risks will be minimized or mitigated.-Describe the individual or overall benefits the study may offer. (From your Informed Consent document).

The participating districts will be provided with a copy of the IRB approval record, which will be placed in the Appendices. In addition, the consenting districts will be informed of the minimal risks to study participants since student identifiers such as names and student numbers will not be included. Student subgroups, if applicable, will be noted. Districts will receive copies of the research proposal and research consent letter. Educational leaders can pick interim assessments that better align with student achievement on state tests to support student improvement throughout the school year.

20. Data Retention, Records, and Privacy/Confidentiality Issues

Identify the sources of material that will be obtained from subjects, what information will be recorded, concerns relating to privacy and confidentiality of human subjects or identifiable data. (All research-related records must be securely maintained for three years after the study is completed and these records are subject to audit.)

The third- through eighth-grade students' English Language Arts (ELA) interim assessment scores, ELA summative assessment scores, and subgroup classifications will be obtained from Central Office personnel at each participating district. Information that would identify students, such as names and student numbers, will not be obtained, therefore minimizing the risk of students' privacy. Students' scores on the four assessments are needed to conduct the appropriate statistical tests to answer the three research questions and to look for trends within the subgroup categories. Student identifiers will not be given to the researcher in order to safeguard and protect students' privacy and confidentiality. The students' test scores and subgroup identifications will be maintained on a secure, password-protected laptop for three years after the study's completion and then deleted. The data will not be shared with other entities.

21. Principal Investigator Statement

I certify that this application fully discloses the involvement of human subjects, or any data

gathered from human subjects in this research study, and that participants will not be involved in any other way. I agree to follow the approved protocol in the conduct of this study and to abide by the protection of human subjects in research. I understand that I am responsible for maintaining records related to this study for a period of three years from the study's completion.

I understand that changing any of these procedures will require an IRB modification submitted to the IRB for review prior to the implementation of any changes to study protocols.

Typing your name below serves as your official signature.

Tiffany Hogan

ADDITIONAL INFORMATION REQUIRED FOR INTERNATIONAL RESEARCH

The Principal Investigator must understand the context of the research as it applies to international policies and procedures.

Please explain how you will ensure each of the following:

1. Cultural differences that influence study design and the consent process.
2. A description of the host country's ethics review and oversight mechanism for participant protection.
3. Identification of the cities, regions, countries where research will be conducted.
4. Scientific/ethical justification for conducting the research in an international setting.
5. The economic status of the country/community (if known).
6. The impact of research from the following:
 - Current events or socio-political environment,
 - Societal and cultural beliefs,
 - The role of women and children in the society,
 - Literacy rate (which should be tied to the participant's understanding of the consent and research context),
 - Languages and dialects in which the research material will be written in addition to English,
 - Site Permission (why the organization can provide permission and how the organization is linked to the study), and
 - Description of the research knowledge and reasoning for researching within this population and/or international locality.
7. Benefit of the research to the international locality health, economic, educational, or other needs.
8. Risks of the Research.
9. Local contact information for participants to contact about research-related questions.
10. Describe how you will keep your data secure at all stages and stored for the UC IRB requirement of 5 years.
11. Approval letters from the local IRB/Ethics Committee within the country if applicable.
12. Informed consent form must be in a language understandable to the subject and under conditions that minimize the possibility of coercion or undue influence. The consent form should be submitted in both the host country's local language and in English.
13. Recruitment materials in both the host country's local language and in English.

[Back to Application](#)

Elizabethton City Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Testing Programs	Descriptor Code: 4.700	Issued Date: 09/16/21
		Rescinds: 4.700	Issued: 12/17/20

1 *General*

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

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

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

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

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

3 **WEIGHTING TCAP SCORES**

4 TNReady⁴ and EOC⁵ scores will be included in students' final grades as follows:

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

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

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

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

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

15 **INTEREST INVENTORIES AND CAREER ASSESSMENTS⁶**

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

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

23 **TESTING INFORMATION AND PARENTAL CONSENT**

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

27 Results of all group tests shall be recorded on student's permanent records and shall be made available
28 to appropriate personnel in accordance with established procedures.⁷

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

- 32 1. The name of the test;

33

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

15 Testing information shall also be placed in student handbooks or other school publications that are
16 provided to parent(s)/guardians(s) on an annual basis.

17 **TESTING FOR GRADE PLACEMENT OR AWARDING CREDIT⁹**

18 Students transferring from a Category IV church-related school, Category V private school, or home
19 school shall be awarded credit upon completion of a written exam. These exams shall be approved,
20 administered, and graded by the school's principal/designee. Upon request from a parent/guardian,
21 student scores from a nationally standardized achievement test in the relevant subject shall be accepted
22 as a substitute for these exams.

23 Students transferring from home school status may be awarded credit upon completion of
24 placement/content exam. These exams shall be approved, administered, and graded by the school's
25 principal/designee. Upon request from a parent/guardian, student scores from a nationally
26 standardized achievement test in the relevant subject shall be accepted as a substitute for these exams.

27

28 For students in grades one through eight (1-8), the exam shall only cover the last grade completed. For
29 students in grades nine through twelve (9-12), the exam shall only cover the last course completed by
30 the student (for example, if a student has completed English I, II, and III, the examination shall only
31 cover English III).

32 The Director of Schools shall provide notice to parent(s)/guardian(s) of these exams.

Legal References

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

Cross References

Student Surveys, Analyses, and Evaluations 6.4001
Student Records 6.600

Elizabethton City Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Attendance	Descriptor Code: 6.200	Issued Date: 07/21/22
		Rescinds: 6.200	Issued: 09/16/21

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

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

5 The Attendance Supervisor shall oversee the entire attendance program which shall include:¹

- 6 1. All accounting and reporting procedures and their dissemination;
7
- 8 2. Alternative program options for students who severely fail to meet minimum attendance
9 requirements;
10
- 11 3. Ensuring that all school-age children attend school;
12
- 13 4. Providing documentation of enrollment status upon request for students applying for new or
14 reinstatement of driver's permit or license; and
15
- 16 5. Notifying the Department of Safety whenever a student with a driver's permit or license
17 withdraws. ²

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

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

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

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

9 The principal shall be responsible for ensuring that:⁶

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

20 **TRUANCY**

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

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

34 *Progressive Truancy Intervention Plan*⁸

35 Tier I of the progressive truancy plan shall apply to all students within the district and include schoolwide
36 prevention-oriented supports to assist with satisfactory attendance. These supports shall include, but are
37 not limited to, RTI²-B supports.

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

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

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

24 **NON-SCHOOL SPONSORED EXTRACURRICULAR ACTIVITY⁹**

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

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

1 RELEASED TIME COURSE¹⁰

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

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

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

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

13 MAKE-UP WORK

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

17 STATE-MANDATED TESTS/END-OF-COURSE EXAMS

18 Students who are absent the day of the scheduled end-of-course (EOC) exams shall have the opportunity
19 to make-up exam within the testing window period.

20 EOC scores will be calculated into students' final grades based on the Testing Program Policy 4.700
21 requirements.

22 CREDIT/PROMOTION DENIAL

23 Credit/promotion denial determinations may include student attendance; however, student attendance
24 may not be the sole criterion.⁹ If attendance is a factor prior to credit/promotion denial, the following
25 shall occur:

26
27 1. The student and the parent(s)/guardian(s) shall be advised if the student is in danger of
28 credit/promotion denial due to excessive absenteeism; and

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

30 DRIVER'S LICENSE REVOCATION²

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

33 ATTENDANCE HEARING¹²

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

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

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

Legal References

1. TCA 49-6-3006
2. TCA 49-6-3017(c); Public Acts of 2022,
Chapter No. 878
3. 20 USCA § 1232g
4. TRR/MS 0520-01-02-.17(5); State Board of
Education Policy 4.100
5. TCA 49-6-2904(b)(5)
6. TCA 49-6-3007
7. TCA 49-6-3021
8. TCA 49-6-3007; TCA 49-6-3009
9. TCA 49-6-3022
10. TCA 49-2-130
11. TCA 49-2-203(b)(7); TCA 49-6-3002(b)
12. TRR/MS 0520-01-02-.17(7)

Cross References

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

Elizabethton City Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Code of Conduct	Descriptor Code: 6.300	Issued Date: 09/16/21
		Rescinds: 6.300	Issued: 11/19/19

1 The Board delegates to the Director of Schools the responsibility of developing specific codes of
2 conduct which are appropriate for each level of school.¹ Codes of conduct for students in
3 prekindergarten or kindergarten shall utilize alternative disciplinary practices such as RTI²B.
4 Exclusionary discipline shall only be used as a measure of last resort.² The development of each code
5 shall involve principals and staff members of each level and shall be based on evidence-based
6 behaviors supports and interventions.³

7 The following levels of misbehavior and disciplinary procedures and options are standards designed to
8 protect all members of the educational community in the exercise of their rights and duties and to
9 maintain a safe learning environment where orderly learning is possible and encouraged.⁴ These
10 misbehaviors apply to student conduct on school buses, on school property, and while students are on
11 school sponsored outings. Staff members have the authority to enforce the code of conduct³ and shall
12 ensure that disciplinary measures are implemented in a manner that:⁵

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

24 In order to ensure that these goals are accomplished, the school district shall utilize the following
25 trauma-informed discipline practices: RTI²B. Principals shall use appropriate discipline management
26 techniques when enforcing the code of conduct.

27 **MISBEHAVIORS: Level I**

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

31 *Examples (not an exclusive listing):*

- 32 • Classroom disturbances

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

10 *Disciplinary Procedures:*

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

17 *Disciplinary Options:*

- 18 • Verbal reprimand
- 19 • Special Assignment
- 20 • Restricting activities
- 21 • Counseling
- 22 • Withdrawal of privileges
- 23 • Issuance of demerits
- 24 • Strict supervised study
- 25 • Detention
- 26 • Corporal punishment
- 27 • In-school suspension
- 28 • RTI²B

29 **MISBEHAVIORS: Level II**

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

34 *Examples (not an exclusive listing):*

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

1 *Disciplinary Procedures:*

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

9 *Disciplinary Options:*

- 10 • Teacher/schedule change
- 11 • Peer counseling
- 12 • Referral to outside agency
- 13 • In-school suspension
- 14 • Transfer
- 15 • Detention
- 16 • Suspension from school-sponsored activities or from riding school bus
- 17 • Out-of-school suspension
- 18 • RTI²B

19 **MISBEHAVIORS: Level III**

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

22 *Examples (not an exclusive listing):*

- 23 • Continuation of unmodified Level I and II misbehaviors
- 24 • Fighting
- 25 • Vandalism (minor)
- 26 • Use, possession, sale, distribution, and/or being under the influence of alcohol, tobacco,
- 27 tobacco products, smoking hemp, vapor products, smokeless nicotine products, or any
- 28 legally purchased cannabidiol (CBD) not containing THC
- 29 • Use, possession, sale, or distribution of smoking paraphernalia, including, but not
- 30 limited to, a cigarette holder, cigarette papers, smoking pipe, water pipe, vapor product
- 31 • Use, possession, sale, or distribution of drug paraphernalia
- 32 • Use, sale, distribution, and/or being under the influence of drugs
- 33 • Stealing
- 34 • Threats to others
- 35 • Victimization of any student (harassment (sexual, racial, ethnic, religious), bullying,
- 36 cyber-bullying, and/or hazing)

Disciplinary Procedures:

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

Disciplinary Options:

- In-school suspension
- Detention
- Restitution from loss, damage, or stolen property
- Out-of-school suspension
- Remand to alternative school or program
- Social adjustment classes
- Transfer
- RTI²B

MISBEHAVIORS: Level IV

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

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

Examples (not an exclusive listing):

- Continuation of unmodified Level I, II, and III misbehaviors
- Death threat
- Extortion
- Bomb threat
- Possession, use, and/or transfer of dangerous weapons
- Vandalism
- Theft, possession, and/or sale of stolen property
- Arson
- Use or transfer of unauthorized substances

- 1 • Victimization of any student (harassment (sexual, racial, ethnic, religious), bullying,
- 2 cyber-bullying, and/or hazing)
- 3 • Zero tolerance offenses (See Board Policy 6.309)
- 4 • Electronic threat to cause bodily injury or death to another student or school employee

5 *Disciplinary Procedures:*

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

16 *Disciplinary Options*

- 17 • Remand to alternative school or program
- 18 • Out-of-school suspension or expulsion
- 19 • Other hearing authority or Board action which results in appropriate placement
- 20 • RTI²B

Legal References

1. TCA 49-6-4005
2. TCA 49-6-3024
3. Public Acts of 2021, Chapter No. 77
4. TCA 49-6-4002
5. TCA 49-6-4109
6. TCA 49-6-4009
7. TCA 57-4-203(b)(2); TCA 39-15-407 to -414;
39-17-1503 to -1505
8. TCA 39-15-407 to -414.TCA 49-6-4008

Cross References

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

Elizabethton Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Zero Tolerance Offenses	Descriptor Code: 6.309	Issued Date: 10/12/20
		Rescinds: 6.309	Issued: 07/21/20

1 In order to ensure a safe and secure learning environment, the following offenses shall not be
2 tolerated:¹

- 3 1. Bringing to school or being in unauthorized possession of a firearm on school property;²
4
- 5 2. Unlawful possession of any drug, including any controlled substance, controlled substance
6 analogue, or legend drug, and specifically including tetrahydrocannabinols (THC) at any level
7 of concentration, on school grounds or at a school-sponsored event;³
8
- 9 3. Aggravated assault;⁴ or
10
- 11 4. Assault that results in bodily injury⁵ upon any teacher, principal, administrator, any other
12 employee of the school, or school resource officer.

13 Committing any of these offenses shall result in a student being expelled from the regular school
14 program for at least one (1) calendar year unless modified by the Director of Schools. Modification of
15 the length of time shall be granted on a case-by-case basis. Students that commit zero-tolerance
16 offenses may be assigned to an alternative school or program at the discretion of the Director of
17 Schools.⁶

18 When it is determined that a student has violated this policy, the principal shall notify the student's
19 parent(s)/guardian(s) and the criminal justice or juvenile delinquency system as required by law.⁷

Legal References

1. TCA 49-6-3401(g)
2. 18 USCA § 921(a)(3); 20 USCA § 7961
3. TCA 39-17-454; TCA 53-10-101
4. TCA 39-13-102
5. TCA 39-13-101(a)(1)
6. TCA 49-6-3401(g)(2); TCA 49-6-3402; Public Acts of 2020, Chapter No. 603
7. TCA 49-6-4209; TCA 39-17-1312; 20 USCA § 7961(h)(1)

Cross References

- Code of Conduct 6.300
- Drug-Free Schools 6.307
- Suspension 6.316
- Student Disciplinary Hearing Authority 6.317
- Alternative Education 6.319



Return by June 15 to:
Director of Content
Andrew Johnson Tower, 11th floor
710 James Robertson Parkway Nashville, TN 37243-0379

**Certification of Adoption by
 Local Board of Education**

The Elizabethton City Schools Board of Education approved the City, County,
 or Special School District adoption of the textbooks as indicated on the attached Local Adoption Report Abstract
 during the meeting of the board on March 16, 2023.

Month, Day, Year

If the LEA has chosen to adopt any materials not on contract, then we do hereby certify the following:

- The LEA's unique needs require adopting materials not on the state's official list.
- The materials adopted by this LEA were screened by a review committee, appointed in accordance with T.C.A. § 49-6-2207 and were determined to be aligned to the standards by evaluating the materials using the screening instrument approved by the Textbook and Instructional Materials Quality Commission.
- The adoption abstract, this certification of adoption, and the local panels' reviews will be posted to the LEA's website within 30 days of local board approval.
- All materials adopted by this LEA that are not on contract have been approved by waiver (if any waivers were granted, you must attach them to this form).
- The LEA agrees to furnish any materials requested by TDOE for review.

03/16/23
 Date

 Chairman, Board of Education

03/16/23
 Date

 Director of Schools

ED-5099: District Selection of Approved Materials

Form ED-5099 creates a record of district adopted materials. In submitting this form, the district is ensuring that the materials selected adhere to the following state statutes governing the selection and adoption of instructional materials in the state of Tennessee: T.C.A. § 49-6-2206 (Prohibition of Common Core) and T.C.A. § 49-6-1019 (Prohibited Content).

Directions: To complete this form, fill in your name on row 4 and then use the drop down menus to complete the remaining elements.

If you have an approved waiver from the State Board of Education, use the second tab on this form. Waiver selections must be hand entered. Submit documentation of the waiver approval alongside this document.

The adoption list can be found here: [XXXXXXXXXXXXXXXXXX](#). This form is to be submitted alongside form ED-2153 by June 30, 2023 to Tennessee.Textbooks@tn.gov.

Submitted by:	Elizabethton City Schools	
State System Number:	101	
Intent to Purchase:	Yes	
System Name:	Elizabethton City Schools	
Publisher	Book Title	Grade(s)/Course(s)
Great Minds	Eureka Math Squared TN Edition	K
Great Minds	Eureka Math Squared TN Edition	1
Curriculum Associates	i-Ready Classroom Mathematics	3
Curriculum Associates	i-Ready Classroom Mathematics	4
Curriculum Associates	i-Ready Classroom Mathematics	5
Big Ideas Learning	Tennessee Math	6-8
Big Ideas Learning	Tennessee Math	Alg. 1, Geom., Alg. 2
SAVVAS	Larson, Elementary Statistics: Pictures the World	Statistics
SAVVAS	Demana, Calculus: Graphical, Numerical, and Algebraic	Calculus
SAVVAS	Blitzer, Precalculus	PreCalculus

Form ED-5099 creates a r
adhere to the following st
6-2206 (Prohibition of Co

Directions: To complete t
the form except publisher

ALL NON-WAIVER MATER

This form is to be submitt

System Name:
State System Number:
Intent to Purchase:
Submitted By:
Publisher

Item on Waiver

district is ensuring that the materials selected
all materials in the state of Tennessee: T.C.A. § 49-

menus to complete the remaining elements in

found here: XXXXXXXXXXXXXXXXXXXX.

books@tn.gov.

Grade(s)/Course(s)

Yes

No

No Decision at this Time

Achievement School District

Alamo City School District

Alcoa City Schools

Alvin C York Institute

Anderson County Schools

Arlington Municipal School District

Athens City Schools

Bartlett Municipal School District

Bedford County Schools

Bells City School District

Benton School System

Bledsoe County Schools

Blount County Schools

Bradford Special School District

Bradley County Schools

Bristol City Schools

Campbell County Schools

Cannon County School District

Carter County Schools

Cheatham County School District

Chester County School System

Claiborne County Schools

Clarksville-Montgomery County School System

Clay County Schools

Cleveland City Schools

Clinton City School District

Cocke County School System

Coffee County Schools

Collierville Municipal School District

Crockett County Schools

Cumberland County Schools

Dayton City School

Decatur County Schools

DeKalb County School District

Dickson County School District

Dyer County Schools

Dyersburg City Schools

Elizabethton City Schools

Etowah City School

Fayette County Schools

Fayetteville City Schools

Fentress County Schools

Franklin County Schools
Franklin Special School District
Germantown Municipal School District
Gibson County Special School District
Giles County Schools
Grainger County Schools
Greene County Schools
Greeneville City Schools
Grundy County Schools
Hamblen County Schools
Hamilton County Schools
Hancock County Schools
Hardeman County Schools
Hardin County Schools
Hawkins County Schools
Haywood County Schools
Henderson County Schools
Henry County School System
Hickman County Schools
Hollow Rock-Bruceton Special School District
Houston County Schools
Humboldt City Schools
Humphreys County School System
Huntingdon Special School District
Jackson County Schools
Jackson-Madison County Schools
Jefferson County Schools
Johnson City Schools
Johnson County Schools
Kingsport City Schools
Knox County Schools
Lake County School System
Lakeland School System
Lauderdale County Schools
Lawrence County Schools
Lebanon Special School District
Lenoir City Schools
Lewis County Schools
Lexington City Schools
Lincoln County Department of Education
Loudon County Schools
Macon County Schools
Manchester City Schools
Marion County Schools
Marshall County Schools
Maryville City Schools
Maury County Schools

McKenzie Special School District
McMinn County Schools
McNairy County Schools
Meigs County School System
Metro Nashville Public Schools
Milan Special School District
Millington Municipal School District
Monroe County Schools
Moore County Schools
Morgan County Schools
Murfreesboro City Schools
Newport City School
Oak Ridge City Schools
Obion County Schools
Oneida Special School District
Overton County Schools
Paris Special School District
Perry County Schools
Pickett County Schools
Polk County Schools
Putnam County School System
Rhea County Schools
Richard Hardy Memorial School
Roane County Schools
Robertson County Schools
Rogersville City School
Rutherford County Schools
Scott County Schools
Sequatchie County Schools
Sevier County School System
Shelby County Schools
Smith County School District
South Carroll County Special School District
Stewart County Schools
Sullivan County Schools
Sumner County Schools
Sweetwater City Schools
Tennessee School for the Deaf
Tennessee State Board of Education
Tipton County Schools
Trenton Special School District
Trousdale County Schools
Tullahoma City Schools
Unicoi County Schools
Union City Schools
Union County Schools
Van Buren County Schools

Warren County School District
Washington County Schools
Wayne County Schools
Weakley County Schools
West Carroll Special School District
West Tennessee School for the Deaf
White County Schools
Williamson County Schools
Wilson County School District

10	Accelerate Learning, Inc.
11	Amplify
12	Bedford, Freeman, and Worth
20	Big Ideas Learning
30	Cengage
40	Curriculum Associates
50	Great Minds
51	Houghton Mifflin Harcourt
52	Mathspace
60	McGraw Hill
61	NS4ed, LLC
70	Open Up Resources
80	SAVVAS
92	Zearn
93	Blanket Adoption
94	
95	
97	
100	
101	
110	
120	
130	
140	
150	
151	
160	
161	
162	
170	
171	
172	
180	
190	
200	
210	
220	
230	
231	
240	
250	
260	

271
272
273
274
275
280
290
300
301
310
320
330
340
350
360
370
371
380
390
391
400
401
410
420
430
440
450
460
470
480
490
500
510
520
521
530
531
540
541
542
550
560
570
580
581
590
600

610
620
621
630
640
650
660
661
670
680
690
700
710
720
721
730
740
750
751
760
761
770
780
792
793
794
795
796
797
798
800
810
820
821
822
830
840
850
860
870
880
890
900
901
910
920
930

940

941

950

951

960

961

964

985

986

STEMscopes Math	K-5	
Amplify Math TN	6-8	
Statistics and Probability with Applications	K-8	
Tennessee Math	Alg. 1, Geom., Alg. 2	
Understanding Basic Statistics	Int. Math 1, 2, 3	
i-Ready Classroom Mathematics	K	
Eureka Math Squared TN Edition		1
Intro Math		2
Mathspace Tennessee		3
Tennessee Reveal Math		4
Bluman, Elementary Statistics		5
Pathway2Careers		6
Our K-5 Math TN		7
Our 6-8 Math TN		8
Our HS Math TN	Alg. 1	
envision Mathematics Tennessee	Geom.	
Demana, Precalculus: Graphical, Numerical, and Algebraic	Alg. 2	
Sullivan, Precalculus: Enhanced with Graphic Utilities	Int. Math 1	
Blitzer, Precalculus	Int. Math 2	
Demana, Calculus: Graphical, Numerical, and Algebraic	Int. Math 3	
Bock, Stats in Your World	PreCalculus	
Larson, Elementary Statistics: Pictures the World	Calculus	
Triola, Elementary Statistics	Statistics	
Zearn Math		
Blanket Adoption		

State Recognized Partnership Agreement Between
The University of Tennessee, Knoxville
College of Education, Health, and Human Sciences
Office of Professional Licensure
and Elizabethton City Schools

Educator Preparation Provider	University of Tennessee – Knoxville (UTK)
Local Education Agency	Elizabethton City Schools
Term of Agreement	February 13, 2023 – October 31, 2027
EPP Contact/Designee	
Name: David Cihak, Ph.D.	Title: Associate Dean & Director of the Bailey Graduate School of Education
Email Address: dcihak@utk.edu	Phone Number: 865/974-9598
LEA Contact/Designee	
Name: Dr. Myra Newman	Title: Assistant Director of Schools for Curriculum
Email Address: myra.newman@ecschoools.net	Phone Number: (423) 547-8000
Other Key Staff	
Name: Richard VanHuss Title:	Name: Title:
Name: Title:	Name: Title:

1. Section 1. Purpose

The purpose of this agreement between Elizabethton City Schools and the University of Tennessee's (UTK) College of Education, Health and Human Sciences' (CEHHS) Office of Professional Licensure (OPL) is to affirm a beneficial, productive, and mutually agreed-upon collaborative effort of the parties' partnership regarding the development of initial teacher licensure candidates and/or candidates for advanced licensure in instructional leadership and/or reading specialist. Henceforth Elizabethton City Schools will be referenced as "the LEA". We agree to work together to identify mutually-agreed upon strategies to design clinical experiences of sufficient depth, breadth, diversity, coherence and duration to ensure that both initial and advanced licensure candidates demonstrate their developing effectiveness and positive impact on all students' learning and development.

This will be accomplished through the ongoing development of mutually agreed-upon school-based clinical experiences coupled with mentoring and professional development for initial and advanced candidates at UTK. The outcome of these efforts will be a comprehensive experience designed to prepare teacher candidates, instructional leadership candidates, and reading specialist candidates to support the learning and growth of all P-12 students across a variety of school settings, in alignment with Council for Accreditation of Educator Preparation (CAEP), and by the Tennessee State Department of Education Educator Preparation Program (EPP) approval policies.

While the LEA and UTK contribute in different ways to the professional education preparation process, both parties share responsibility for the eventual success of the candidate's preparation. By terms of this agreement the mutual efforts exerted by the LEA and the UTK will yield high quality professional educators and leaders. Collaboratively, the LEA and the UTK established mutually agreeable co-created expectations for candidate entry, preparation, and exit; ensure that theory and practice are linked; maintain coherence across clinical and academic components of preparation; and share accountability for candidate outcomes that ultimately result in a positive impact on P-12 students learning.

2. Section 2. Responsibilities of the Parties

- 2.1. The LEA superintendent or director will designate one (or more) system administrators as the contact person(s) for implementation of clinical experience activities and placement arrangements conducted by professional education preparation programs by the UTK. Likewise, the director of UTK's OPL will designate an official responsible for communication, collaboration, and co-selection of clinical experiences and placement arrangements and other attendant matters with the LEA and its individual schools.
- 2.2. The LEA will establish procedures by which the UTK's OPL will request clinical experiences, including service learning, field-experiences, student-teaching experiences, year-long internships, leadership practica, and job-embedded licensure activities, mutually-agreed upon for the UTK candidates. These procedures will be agreed upon with the UTK OPL official so clinical experience arrangements can be made for the candidate. The UTK OPL will follow the request and placement procedures established by the school system. By state regulation, an intern or student-teacher is supplemental to teaching staff, not a replacement for the teaching staff of the school.
- 2.3. Candidates accepted into a UTK job-embedded practitioner (JEP) license program do serve as instructors-of-record and are recognized as paid school system employees.
- 2.4. Candidates accepted into a UTK advanced licensure instructional leadership program or the reading specialist program, may also be recognized as paid school system employees.
- 2.5. Initial teacher licensure candidates placed in an individual school(s) of the school system must abide by the policies and procedures of the individual school(s) and the school system. The principal of the school in which candidates are placed will have final responsibility for determining whether or not the candidate upholds school policies. Problems arising that pertain to breach of policy will be referred to the appropriate UTK clinical supervisor assigned to the candidate and/or to the UTK official responsible for overseeing school-based activities. The building principal or the school system administrator has the right to terminate or request a reassignment of any candidate if the building principal or superintendent/director determines that the candidate has not abided by the policies and procedures of the individual school or school system.

- 2.6. High-quality clinical educators will be co-selected for initial licensure candidates based on the following mutually agreed-upon criteria:
 - 2.6.1. Willingness to provide mentoring that promotes professional growth;
 - 2.6.2. Clinical mentors/school-based mentors will be: (a) licensed in the same area or a closely related area, and (b) rated as above average level of effectiveness.
 - 2.6.3. Clinical supervisors/UTK supervisors will have
 - 2.6.3.1. minimum of a master's degree,
 - 2.6.3.2. minimum of three years of professional experiences in the area supervised, and
 - 2.6.3.3. certified in a state-approved teacher evaluation model (e.g., TEAM);
 - 2.6.3.4. Exceptions may only be made in unique circumstances if mutually agreed upon by both parties.
- 2.7. High-quality clinical educators' roles and responsibilities include the following mutually agreed-upon responsibilities:
 - 2.7.1. Ability to provide mentoring that promotes professional growth;
 - 2.7.2. Assurance that the candidate receives and understands a thorough picture of all duties and responsibilities;
 - 2.7.3. Facilitation and/or design of opportunities for completion of clinical activities;
 - 2.7.4. Allocation of time for frequent, regular contacts with the candidate;
 - 2.7.5. Facilitation of reflection and self-assessment with feedback on the candidate's performance in the experience;
 - 2.7.6. Communication and consultation among clinical educators (i.e., clinical mentor/school-based mentor and clinical supervisor/UTK supervisor);
 - 2.7.7. Evaluation of candidate performance.
- 2.8. UTK will prepare clinical educators at the onset of the clinical experience to ensure all roles, responsibilities, and expectations are communicated and understood. Clinical educator training includes in-person and/or online training with supplemental clinical handbooks outlining both clinical educators and candidate expectations.
- 2.9. Both clinical mentors and clinical supervisors will assess one another during and at the conclusion of the initial licensure candidate's clinical experience. This appraisal is for feedback purposes only to identify additional support, training, and/or professional

development for clinical educators, and to ensure effective mentorship and supervision resulting in a positive impact in the candidate's development. All surveys are mutually agreed upon and co-created by the LEA and UTK. Surveys will be administered by the UTK OPL. Results will be disseminated to the LEA.

- 2.10. It is the goal of both the LEA and the UTK that clinical educators will be recognized for their mentorship and supervision through public recognition, certificates, and/or other means in order to retain high-quality clinical educators. Both UTK and LEA will work together to identify additional recognition opportunities for clinical mentors.
- 2.11. Each initial licensure teacher candidate will have direct teaching experiences with students with diverse learning needs and varied backgrounds in at least two (2) settings during the clinical practice. UTK's OPL and LEA officials or designees will work collaboratively to identify mutually agreed upon clinical experiences for each initial licensure teacher candidate, that facilitate the development and a positive impact on P-12 students learning.
 - 2.11.1. Student-teaching initial licensure teacher candidate clinical practice is a planned semester of at least fifteen (15) weeks that includes full day teaching and observation activities. During student-teaching, candidates are observed and evaluated at least three times using a state-approved evaluation model (e.g., TEAM, TIGER). These evaluations will be conducted by clinical educators and/or LEA lead teachers or administrators. Each evaluation results in written actionable feedback to facilitate ongoing mentoring and coaching support for the candidate. Clinical mentors and clinical supervisors will collaborate to provide these mentoring and coaching experiences that have a positive impact on P-12 students learning.
 - 2.11.2. Initial licensure teacher candidates completing an internship clinical experience shall spend more than half of the school year (approximately 100 school days) in direct teaching activities. During the internship, candidates are observed and evaluated at least six times using a state-approved evaluation model (e.g., TEAM). These evaluations will be conducted by clinical educators and/or LEA lead teachers or administrators. Each evaluation results in written actionable feedback to facilitate ongoing mentoring and coaching support for the candidate. Clinical mentors and clinical supervisors will collaborate to provide these

mentoring and coaching experiences that have a positive impact on P-12 students learning. LEA will consider successful and satisfactory completion of the internship clinical practice as one (1) year of teaching experience for purposes of the local salary schedule, as per Tennessee State Board of Education's Educator Preparation Policy 5.504.

- 2.11.3. Initial licensure teacher candidates completing the job-embedded clinical experience are inducted into the teaching profession. Candidates serve as the teacher of record for a full school year. Candidates also will have direct teaching experiences with students with diverse learning needs and varied backgrounds in at least two (2) settings. During the job-embedded clinical experience, candidates are observed and evaluated at least six times using a state-approved evaluation model (e.g., TEAM, TIGER). These evaluations will be conducted by clinical educators and/or LEA lead teachers or administrators. Each evaluation results in written actionable feedback to facilitate ongoing mentoring and coaching support for the candidate. Clinical mentors and clinical supervisors will collaborate to provide these mentoring and coaching experiences that have a positive impact on P-12 students learning.
- 2.12. Mutually-agreed upon expectations linking theory and practice, coherence across academic clinical components, and shared accountability for candidate outcomes include:
 - 2.12.1. Our expectation is to prepare educator candidates (i.e., teacher, leader) for the changing landscape of 21st century schools and classrooms. Our priorities for this expectation include that educator candidates will have multiple, embedded, and increasing opportunities throughout the teacher preparation program, in both coursework and clinical experiences, to grow the skills and dispositions necessary for cultural competency and the effective use of educational technology.
 - 2.12.2. Our expectation is that clinical mentor educators model the use of high-leverage practices (HLPs) and assist candidates in understanding and implementing the use of HLPs in the classroom and school setting. Each candidate is placed with a highly trained, rigorously selected mentor teacher and is gradually released through a co-teaching model to take on evidence-based teaching roles and responsibilities that are reflexively examined and refined toward the goal of enhancing student learning.

- 2.12.3. To complement the role of the clinical mentor educators, our expectation is that a university supervisor provides frequent, meaningful, and actionable feedback based on classroom teaching practice observations to the teacher candidate that assists in linking the clinical and academic components of the program and aides in creating real-world connections between theory and practice.
- 2.12.4. Mutually-agreed upon shared accountability includes:
 - 2.12.4.1. LEA and UTK will identify and communicate induction support needs for educator candidates and
 - 2.12.4.2. LEA and UTK will collaborate to continually refine and implement supports for UTK early career educators.
- 2.13. Mutually-agreed upon key assessments, transition points, and exit requirements for initial licensure candidates include state-approved teacher evaluation system (e.g., TEAM, TIGER), educative teacher performance assessment (e.g., edTPA), and assessment of teachers' professional competencies, attitudes, and dispositions. Prior to being admitted to UTK's teacher preparation program all teacher candidates will undergo an FBI criminal background and fingerprint check. Additionally, LEA may request or require additional background clearance procedures. All teacher candidates will acquire professional liability insurance prior to starting their clinical experience, and candidates are aware that there is no expectation of receipt of compensation or future employment during and following the clinical experience.
 - 2.13.1. Prior to beginning the clinical practice, candidates must:
 - 2.13.1.1. Complete all pre-clinical coursework and fieldwork experiences;
 - 2.13.1.2. Successfully pass state-required content exam or otherwise demonstrate proficiency in content;
 - 2.13.2. At the midpoint of the clinical practice, candidates must:
 - 2.13.2.1. Complete at least 50% of the required number of state-approved teacher evaluations with the majority of indicators reported "at-expectations" or above;
 - 2.13.2.2. Demonstrate "developing" or above on the assessment of teachers' professional competencies, attitudes, and dispositions;
 - 2.13.2.3. Successfully complete or in-progress related licensure coursework.
 - 2.13.3. Upon exiting the clinical practice, candidates must:

- 2.13.3.1. Complete all state-approved teacher evaluations with most all indicators reported “at-expectations” or above;
 - 2.13.3.2. Demonstrate “proficient” or above on the assessment of teachers' professional competencies, attitudes, and dispositions;
 - 2.13.3.3. Successfully pass state required content and pedagogy exams
 - 2.13.3.4. Successfully complete related licensure coursework.
- 2.14. The advanced licensure instructional leadership practicum is a clinical practice component of approved instructional leadership program and includes field experiences, integrated throughout the entire program, and activities aligned with standards and course curricula. Candidates completing a leadership practicum shall spend a minimum of 350 hours in direct leadership activities. Clinical mentors and clinical supervisors will collaborate to provide mentoring and coaching experiences that lead to experiences in which candidates demonstrate their proficiencies, through problem-based tasks or research (e.g., qualitative, quantitative, mixed methods, action) that are characteristic of their professional specialization and that demonstrate a positive impact on P-12 students learning.
- 2.14.1.1. High-quality clinical educators will be co-selected for instructional leader licensure candidates based on the following mutually agreed-upon criteria:
 - 2.14.1.1.1. Willingness to provide mentoring that promotes professional growth;
 - 2.14.1.1.2. Ability to provide progressive administrative responsibilities to the candidate, including “principal-like” experiences;
 - 2.14.1.1.3. Inclination to reflect upon and explicitly share with the candidate their thinking and decision-making process around day-to-day leadership issues, challenges, and opportunities in the school;
 - 2.14.1.1.4. School-based mentors will be: (a) licensed as an instructional leader, and (b) endorsed by their District leadership;
 - 2.14.1.1.5. School-based mentors and UTK Facilitators will have (a) minimum of a master’s degree, and (b) minimum of three years of professional experiences in instructional leadership/administration;
 - 2.14.1.1.6. Exceptions may only be made in unique circumstances if

mutually agreed upon by both parties

- 2.14.1.2. N.2. Mutually-agreed upon instructional leader key assessments, transition points, and exit requirements for instructional leader licensure candidates include:
- 2.14.1.2.1. Grounding the Instructional Leader Internship Clinical Practice opportunities in professional standards – Professional Standards for Educational Leaders (PSEL) and the TN Instructional Leadership Standards (TILS) and TN Literacy Standards;
 - 2.14.1.2.2. Close collaboration between school-based Mentors and UTK Facilitators to include at least one meeting per term where they design Instructional Leader Internship Clinical Practice experiences of sufficient depth, breadth, diversity, coherence, and duration to ensure instructional leader licensure candidates demonstrate their developing effectiveness and positive impact on all students' learning and development;
 - 2.14.1.2.3. Executing 350-hours of purposeful integration of theory and practice through principal/administrator-type activities;
 - 2.14.1.2.4. Assessment of the candidate's development through a minimum of five (5) UTK Facilitator Reports each academic year;
 - 2.14.1.2.5. Validation of the candidate's Instructional Leader Internship Clinical Practice activities each month;
 - 2.14.1.2.6. An assessment of the candidate's professional competencies, attitudes, and dispositions (by both the school-based Mentor and UTK Facilitator);
 - 2.14.1.2.7. Upon exiting the Instructional Leader Internship Clinical Practice experience, candidates must
 - 2.14.1.2.7.1. Successfully complete all required artifacts and reflections for each of the 10 PSEL and 4 TILS elements
 - 2.14.1.2.7.2. Demonstrate "proficient" or above on the assessment of professional competencies, attitudes, and dispositions;
 - 2.14.1.2.7.3. Successfully pass the School Leaders Licensure Assessment (SLLA);
 - 2.14.1.2.7.4. Successfully complete related licensure coursework

- 2.15. The reading specialist practicum is a clinical practice component integrated throughout the entire program, and activities aligned with standards and course curricula. Clinical mentors and clinical supervisors will collaborate to provide mentoring and coaching experiences that lead to appropriate culminating experiences in which candidates demonstrate their proficiencies, through problem-based tasks or research (e.g., qualitative, quantitative, mixed methods, action) that are characteristic of their professional specialization and that demonstrate a positive impact on P-12 students learning.
- 2.16. The online delivery of candidate support and evaluation will be provided using online technologies using UTK's Learning Management System that is password and firewall protected. Taught lessons will be observed by the UTK clinical supervisor primarily from a distance, using online technologies or videotaped lessons. Each evaluation results in written actionable feedback to facilitate ongoing mentoring and coaching supports of the candidate. Clinical mentors and clinical supervisors will communicate and collaborate using digital communication technologies to provide mentoring and coaching experiences that have a positive impact on P-12 students' learning.
- 2.17. By provision of Tennessee state law, at the conclusion of the educator provider program, the UTK OPL has the final responsibility for recommending (or not recommending) candidates for licensure or continuation of licensure following consultation with the appropriate LEA stakeholders.
- 2.18. The University is subject to the Family Education Rights and Privacy Act of 1974 (20 U.S.C. 1232g) and related regulations of the U.S. Department of Education (34 C.F.R. Part 99) regarding access to and privacy of certain student records. LEA is responsible for complying with these requirements to the same extent as University.

3. Section 3: Grow Your Own Partnership Agreement

3.1. The Purpose

The purpose of this addendum is to develop a Grow Your Own teacher preparation agreement between Elizabethton City Schools and UTK. This preparation pathway is in addition to the mutually-agreed upon expectations for interns and student teacher placements, mentor roles,

university supervisor roles, and teacher candidate roles. Elizabethton City Schools and UTK establish the following criteria for our collaborative Grow Your Own (GYO) teacher preparation initiative. Teacher candidates in this initiative will be referred to as Apprentice Teachers.

3.2. The Grow Your Own Program

This program will be open to those who are aspiring to be teachers. Candidates will need to secure a position in UTK's GYO programs and an apprentice teaching position with a participating school or district in order to qualify for this program.

Candidates will achieve a Bachelor's, Master's or advanced degree and/or teacher licensure upon program completion. Candidates who demonstrate proficiency in on-the-job competencies of the teaching profession have the opportunity to engage in teacher licensure on an accelerated pathway,, and continue in the program in order to complete the Master's or advanced degree.

Apprentice teachers serve as *Apprentice Teacher* in the school setting (this could be teacher assistant/paraprofessional, substitute, or tutor position). They will be guided by a school-based mentor (who is paid for their mentoring by the LEA). They will additionally take coursework from UTK, which is offered online and either asynchronous or in the evenings to accommodate the school-based work schedule.

Exemplary Post-Baccalaureate Apprentice Teachers (as assessed by on-the-job competencies) may have the option to progress into a Practitioner teacher role as a licensed educator. They would get paid as a teacher and serve as a teacher-of-record in the school setting. These teachers would also continue to participate in UTK coursework to support their on-the-job learning and to earn their Master's degree, qualifying for an increase in salary.

3.2.1. The specific experience to be provided to Apprentice Teachers (AT) is as follows:

- 3.2.1.1. The AT is a student at UTK and must satisfy all degree requirements for UTK.
- 3.2.1.2. In addition to satisfying all UTK degree requirements, successful conclusion of AT GYO program includes successful ratings on the *On The Job Learning Competencies* as assessed by the Mentor Teacher. Successful conclusion of UTK's educational preparation program leading to teacher licensure includes satisfying all requirements of UTK's EPP.

- 3.2.1.3. At the completion of the educational and preparation program, the AT and Elizabethton City Schools have the opportunity to negotiate future or continuing employment as a teacher of record.

3.3. Terms and Conditions

Pursuant to the above-stated GYO purpose, and in addition to the terms outlined in the partnership agreement, this addendum establishes the following terms and conditions:

- 3.3.1. AT eligibility:
 - 3.3.1.1. Be enrolled or seeking admission to the UTK and the UTK Teacher Education Program.
 - 3.3.1.2. Be recommended by Elizabethton City Schools for program participation
 - 3.3.1.3. Be willing and able to sufficiently complete forms and requirements as determined by the Tennessee Department of Education and Tennessee Department of Labor, with deadlines determined by these Departments.
 - 3.3.1.4. Due to ATs being employed by Elizabethton City Schools, background checks for ATs will be verified and maintained by Elizabethton City Schools. UTK will accept Elizabethton City Schools background clearance to meet the admissions requirement of a TBI background clearance.
- 3.3.2. The LEA will:
 - 3.3.2.1. Recruit and recommend exceptional and apprentice candidates with aspirations towards becoming a licensed educator.
 - 3.3.2.2. Sufficiently complete forms and requirements as determined by the Tennessee Department of Education and Tennessee Department of Labor, with deadlines determined by these Departments.
 - 3.3.2.3. Ensure that all apprentice candidates recommended for this program will have an appropriate appointment in their school (specifically, placement with at least two hours a day in the setting and rotations to the area of endorsement).
 - 3.3.2.4. Provide a mentor, who is compensated and trained, for the selected candidates who will have the following responsibilities:
 - 3.3.2.4.1. Verify apprentice teacher on-the-job competencies have been satisfactorily met;

- 3.3.2.4.2. Complete four observations, complete with actionable feedback, per semester for each candidate selected and to provide these observations to UTK;
- 3.3.2.4.3. Meet with each candidate, either individually or as a cohort, on a weekly basis to council, support, and problem solve progress through the program;
- 3.3.2.4.4. Maintain sufficient communication with candidate and UTK in order to track and support program progression (both coursework and licensure requirements); and
- 3.3.2.4.5. Meet with UTK a minimum of two times a semester to discuss progress and coordinate supports.

3.3.3. Placement of ATs

Elizabethton City Schools and UTK will collaborate to co-select placement sites and mentor teachers for ATs. Mentor teacher selection must meet existing partnership agreement requirements. Elizabethton City Schools will provide a stipend to AT mentors.

Placement sites will consider the following:

- 3.3.3.1. Placement must meet the requirements of an internship placement as outlined in the partnership agreement.
- 3.3.3.2. Placement will be appropriate to the content knowledge and areas of licensure sought by the AT.
- 3.3.3.3. Elizabethton City Schools and UTK will collaboratively arrange for placements to allow ATs to complete required coursework at UTK. This may entail a modified work schedule.

3.3.4. Matriculation in the AT program:

- 3.3.4.1. The AT will be assessed and tracked using the *On The Job Learning Competencies*. Licensure decisions and program matriculation will be made based on these assessments.
- 3.3.4.2. While enrolled in the UTK's teacher preparation program, the AT is subject to the applicable policies of UTK. While employed by and placed in Elizabethton City Schools, the AT is subject to all applicable Elizabethton City Schools policies. Both parties will have the option to remove an AT when such action is deemed necessary.
- 3.3.4.3. Elizabethton City Schools and UTK will take specific issues and procedures into consideration cooperatively. Elizabethton City Schools

reserves the right to make employment-related decisions up to and including dismissing any AT from his/her position with Elizabethton City Schools.

3.3.5. Mutual and Specific Responsibilities:

The following duties shall be the specific responsibility of Elizabethton City Schools or UTK as indicated:

- 3.3.5.1. Elizabethton City Schools and UTK will work collaboratively for the selection of ATs
- 3.3.5.2. Elizabethton City Schools will be responsible for providing designated contact for GYO programs. This contact will be available as a tiered support for mentors who need guidance with their mentoring duties, and as a contact for UTK should questions about the status of an Apprentice or Mentor arise.
- 3.3.5.3. Elizabethton City Schools will retain complete responsibility for teaching (K - 12 learners) and for providing adequate supervision for its pupils (and faculty, if applicable) at all times.
- 3.3.5.4. Elizabethton City Schools designee (Mentor) and UTK will share the evaluations of the AT.
 - 3.3.5.4.1. Elizabethton City Schools designee will evaluate the performance of on the job learning competencies (as evaluated during a minimum of four observations per semester).
 - 3.3.5.4.2. UTK will ensure that all coursework evaluations are completed.
- 3.3.5.5. Elizabethton City Schools shall maintain a sufficient level of faculty and staff to carry out regular duties. ATs, as employed by Elizabethton City Schools, will perform services consistent with their job description.
- 3.3.5.6. Elizabethton City Schools will support UTK in their CAEP and TN accreditation process by providing needed information to the accreditation team and by allowing members of the accreditation team to visit Elizabethton City Schools facilities.
- 3.3.5.7. ATs will be paid as commensurate with respect to Elizabethton City Schools AT position. ATs are at-will employees with respect to their positions.
- 3.3.5.8. If the AT is removed from the UTK teacher preparation program (as per UTK policy for violations of the professional competencies, attitudes,

dispositions, and ethics expected of professional educators), the AT's position will concurrently be terminated, or transferred to a regular educational assistant position at the discretion of Elizabethton City Schools.

- 3.3.5.9. UTK will not participate in the negotiation, incentivization, or enforcement of any promissory or contract/service agreement or bonus structure agreed upon between the district and the AT.
- 3.3.6. This partnership agreement will be reviewed annually to determine if the agreement continues to meet the needs and supports the mission and goals of both Elizabethton City Schools and UTK.

4. Section 4: Data Sharing Agreement

- 4.1. Both UTK and Elizabethton City Schools will share relevant data and will collaboratively develop goals and strategies to recruit, select, and support program completion for high-quality candidates from a broad range of backgrounds and diverse populations that reflect the diversity of America's P-12 students.
 - 4.1.1. UTK and Elizabethton City Schools recruitment plan identifies and addresses community, state, national, regional, and local needs for hard-to-staff schools and shortage fields.
 - 4.1.2. UTK and Elizabethton City Schools recruitment plan specifically focuses on:
 - 4.1.2.1. the recruitment of candidates of under-represented racial and/or ethnic groups,
 - 4.1.2.2. the recruitment of candidates of under-represented genders,
 - 4.1.2.3. identification of goals and specific strategies that are informed by data and aligned to state and/or local needs,
 - 4.1.2.4. identification of dedicated resources (human and fiscal),
 - 4.1.2.5. clear timelines and deliverables, and
 - 4.1.2.6. identification of UTK and Elizabethton City Schools roles and responsibilities.
 - 4.1.2.7. UTK and Elizabethton City Schools recruitment plan will be reviewed and evaluated annually with adjustments being made based on the recruitment plan outcomes.

- 4.2. UTK, serving as School Official of Elizabethton City Schools as defined by 20 USC ss1232g; 34 CFR Part 99, and in compliance with Elizabethton City Schools Board of Education Policies will:
 - 4.2.1. Perform institutional services or function for which Elizabethton City Schools would otherwise use employees,
 - 4.2.2. Use shared data and information under the direct control of Elizabethton City Schools regarding the use and maintenance of education records,
 - 4.2.3. Agree not to disclose or use data outside of the of the designated purpose as pursuant to 34 CFR ss 99.33(a) as related to FERPA regulations controlling the use and disclosure of Personally Identifiable Information, and
 - 4.2.4. Meet the criteria listed in Elizabethton City Schools annual notification of FERPA Rights for being a School Official with a legitimate educational interest

- 4.3. Elizabethton City Schools, serving as a School Official of UTK as defined by 20 USC ss1232g; 34 CFR Part 99, will
 - 4.3.1. Perform institutional services or functions for which the UTK would otherwise use employees,
 - 4.3.2. Use shared data and information under the direct control of UTK regarding the use and maintenance of education records,
 - 4.3.3. Agree not to disclose or use data outside of the designated purpose of pursuant to 34 CFR ss 99.33(a) as related to FERPA regulations controlling the use and disclosure of Personally Identifiable Information, and
 - 4.3.4. Meet the criteria listed in UTK's notification of FERPA Rights for being a School Official with a legitimate educational interest.

- 4.4. Elizabethton City Schools and UTK wish to create, improve, and evaluate collaborative educational programs through the analysis of data concerning students and education professionals who have previously or are now attending UTK. Therefore, it is necessary for the parties to reciprocally share data for the purpose of evaluating and analyzing their respective educational preparation and support programs.

- 4.5. Elizabethton City Schools and UTK agree to the following terms of this agreement:
 - 4.5.1. Data Sharing: Elizabethton City Schools and UTK shall provide one another with data concerning teacher candidates, teachers, education leaders, students, and

educator vacancies in addition to any other relevant and available data source.

Available data shall be provided in the manner and form as specified by the designated representatives or designee of Elizabethton City Schools and UTK.

These data may include:

- 4.5.1.1. Data necessary to fulfill partnership agreement requirements and duties,
 - 4.5.1.2. Teacher effective data from tests administered in accordance with ESSA and TCA 49-1-602,
 - 4.5.1.3. Educator evaluation data, to be used for the purposes of improving preparation programs,
 - 4.5.1.4. Student data for Elizabethton City Schools graduates who have matriculated into UTK to be used for the purpose of recruiting and co-selecting participants in the Elizabethton City Schools/UTK collaborative educator preparation pipeline programs (Grow Your Own), inclusive of program of study, academic performance, and/or status within the university.
- 4.5.2. The shared data shall be used only for the purpose of providing an evidence-base to inform the creating, designing, evaluating, and improving of collaborative educator preparation programs; with UTK assisting in the services or functions for which Elizabethton City Schools would otherwise use their employees.
- 4.5.3. UTK & Elizabethton City will share data related work products via mutually agreed upon secure electronic submission. This data may include personally identifiable information not limited to names, gender, and ethnicity as well as status in the teacher education program. Any data received pursuant to this agreement shall be destroyed when it is no longer needed for collaborative improvement processes.
- 4.5.4. Confidentiality: UTK and Elizabethton City Schools will maintain the confidentiality of any and all data, to the extent allowed by law, exchanged as a part of this agreement. The confidentiality requirements under this paragraph shall survive the expiration or termination of this agreement or any subsequent agreement intended to supersede this agreement. Elizabethton City Schools and UTK agree to the following system of safeguards:
- 4.5.4.1. Ensuring that all shared data records are kept in secured facilities and access to such records is limited only to personnel who are authorized to have access to said data under this section of the agreement.

Commented [1]: Added district to 4.5.3

- 4.5.4.2. Secure passwords will be needed to access computer and cloud-based databases used to process, store, transmit, or analyses data provided under this agreement.
 - 4.5.4.3. Good practices for assigning and/or securing passwords will be maintained to ensure the integrity of the systems used to secure computer and cloud-based databases used to process, store, transmit, or analyses data provided under this agreement.
 - 4.5.4.4. Systems that ensure that all confidential data processed, stored, transmitted, and analyzed under the provisions of this agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
 - 4.5.4.5. Ensuring that any and all disclosures of confidential data comply with FERPA and Tennessee law relating to the privacy rights of students and educators, such as TCA Title 49-Education.
 - 4.6. By provision of Tennessee state law, at the conclusion of the educator provider program, the UTK OPL has the final responsibility for recommending (or not recommending) candidates for licensure or continuation of licensure following consultation with the appropriate LEA stakeholders.
5. Section 5. Authorization
- 5.1. The details of this agreement are subject to continuing review and may be changed through collaborative agreement by the participating parties in the best interests of the LEA and UTK.
 - 5.2. Additionally, no person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such nondiscrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.

Certification (Signature verify partnership)	
EPP Unit Head	Name:
	Title:
	Signature:
	Date:
LEA Director of Schools	Name:
	Title:
	Signature:
	Date:



Appendix D

EMPLOYER ACCEPTANCE AGREEMENT

ADOPTED BY

Elizabethton City Schools

**DEVELOPED IN COOPERATION WITH THE
TN DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT, OFFICE OF APPRENTICESHIP**



APPENDIX D

EMPLOYER ACCEPTANCE AGREEMENT

The foregoing undersigned employer hereby subscribes to the provisions of the Apprenticeship Standards formulated and registered by **Tennessee Department of Education**. **Elizabethton City Schools** agrees to carry out the intent and purpose of said Standards and to abide by the rules and decisions of the Program Sponsor established under these Apprenticeship Standards. We have been furnished a true copy of the Standards and have read and understood them, and do hereby request certification to train apprentices under the provisions of these Standards, with all attendant rights and benefits thereof, until canceled voluntarily or revoked by the Program Sponsor or Registration Agency. On-the-job, the apprentice is hereby guaranteed assignment to a skilled and competent journey worker and is guaranteed that the work assigned to the apprentice will be rotated so as to ensure training in all phases of work.

This form must be signed and returned to **Tennessee Department of Education** no later than the first day of class for the apprenticeship to become effective.

Employer Signature: _____ Date: _____

Title: _____

Name of School District: Elizabethton City Schools

Address: 804 South Watauga Avenue

City/State/Zip Code: Elizabethton, TN 37643

Phone Number: 423-547-8000

FAX: 423-547-8929

Email: _____

RAPIDS Code: *3024CB*

NAICS Code (Optional): *923110*

Employer Identification Number (Optional): *Click or tap here to enter text.*

Insert Occupation (s): K-12 Teacher

Journey Worker Wage(s): _____\$27_____



Apprentices will will not be paid for hours spent attending related instruction classes.

Sample Wage Progression

First Year	\$15.31/hour
Second Year	\$15.77/hour
Third Year	\$16.24/hour

Total Workforce:

Total Workers Employed by the School District: _____

Total Apprentices to be employed: 3 Program Probation will be: 1,500 hours

Ratio: 1 Apprentices to 1 Journeyworkers/Licensed Teacher



Applicants will meet the following minimum qualifications. These qualification standards, and the score required on any standard for admission to the applicant pool, must be directly related to job performance.

An apprentice must be at least 18 years of age, except where a higher age is required by law, and must be employed to learn an apprenticeable occupation. Please include any additional qualification requirements as appropriate(optional):

X There is an educational requirement of Bachelor's Degree or equivalent hours from an accredited college/university and acceptance to UT Knoxville and their teacher education program per partnership agreement

There is a physical requirement of

The following aptitude test(s) will be administered

X A valid driver's license is required.

X Other Candidate must be in good standing with recommendation from the principal in the school where they work

Reviewed and Approved by:
TN Department of Education:

Signature: _____ Date: _____

Title: _____

Office of Apprenticeship

Signature: _____ Date: _____

Title: _____

cc: Registration Agency

**MEMORANDUM OF UNDERSTANDING BETWEEN
ELIZABETHTON CITY SCHOOLS & UNICOI COUNTY SCHOOLS
FOR A CTE COURSE EXCHANGE PROGRAM**

This Memorandum of Understanding (“MOU”) is made entered into by and between Elizabethton City Schools (“ECS”) and Unicoi County Schools (“UCS”), each individually a “Party” and collectively, the “Parties”, pursuant to their authority under TENN. CODE ANN. § 7-51-908 to contract for matters concerning education. The purpose of the MOU is to establish a Career and Technical Course Exchange Program.

1. **Effective Date.** The MOU shall be effective on the date executed by authorized representatives of both Parties, and if different, then on the latter date thereof.
2. **Term and Termination.** The MOU shall terminate on June 30 following its effective date. Prior to June 30, the Parties will discuss and mutually agree to renewal or termination of the MOU. Additionally, either Party may terminate the MOU by written notice to the other Party specifying that the MOU will terminate ninety (90) calendar days after receipt of the written notice or the end of the current academic year.
3. **Definitions.**
 - a. Career and Technical (“CTE”) Course Exchange Program [“Program”] is a plan allowing high school students from each Party to participate in CTE courses offered by the other Party.
 - b. Home District is the Party in which students participating in the Exchange Program are enrolled full-time.
 - c. Host District is the Party offering a CTE course in which students from the Home District may participate.
4. **Roles and responsibilities of the Host District**
 - a. The Host District retains the authority to designate the CTE courses for which students from the Home District are eligible.
 - b. The Host District must notify the other Party no later than thirty (30) calendar days before the beginning of each school semester as to how many spaces are available for students from the other district. Decisions regarding the number of spaces available shall enhance opportunities for students without detriment to students in the Host District’s academic program.
 - c. The Host District will provide and fund an instructor who is appropriately licensed and certified and who is otherwise legally authorized to teach in Tennessee.
 - d. The Host District will provide and fund an appropriate and adequate classroom space to provide a quality educational experience for students.
 - e. The Host District will retain the authority and responsibility to assign all grades related to the CTE course. Course instructors will provide updates to the student’s Home District to include, at minimum, timely submission of final grades required for progress reports and report cards .
 - f. The Host District school will supply usual and reasonable student materials, technology, and costs associated with CTE course(s).

5. Roles and Responsibilities of Both Parties.
 - a. Each Party must commit to good faith cooperation in the development and operation of the Program.
 - b. The CTE Director of each Party is responsible for communication and coordination of services with the other Party. Liaisons will speak regularly, no less than once a quarter, to discuss and evaluate the effectiveness of collaborative efforts and to develop and refine additional strategies and opportunities of mutual benefit.
 - c. The Parties will jointly evaluate the Program and the effectiveness of the Parties' collaboration during an annual meeting that includes at least one representative of each Party.
 - d. Each Party retains responsibility and liability for any transportation required for its own students to participate in the Program.

6. Roles and Responsibilities of Students Participating in Exchange Program Courses
 - a. Students are permitted to attend field trips and excursions related to the CTE course in which they are enrolled but shall be subject to the same rules and requirements imposed upon students in the Host District for such participation.
 - b. Students are required to provide materials, pay fees or otherwise meet responsibilities reasonably required of students in the Host District for courses in which they are enrolled, provided, however, that fees must be assessed consistent with Tenn. Comp. R. & Regs. 0520-01-02-.16 or any subsequent revision thereof.
 - c. Students must maintain satisfactory attendance, academic achievement and disciplinary records, and if not, they may be removed from the Program with at least one (1) business day advance notice to the Home District.

7. The Parties expect significant mutual benefit from their collaborative efforts in this Program but do not commit nor expect commitment by either Party regarding specific projects or the use of specific resources to achieve the purpose of this MOU. Should funding commitments be required, the MOU will be modified pursuant to paragraph eleven (11) herein.

8. The Parties agree that personally identifiable information regarding students will be accessed, used, retained or disclosed in compliance with the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g), together with its implementing rules and regulations, and other applicable laws governing confidentiality.

9. The Parties agree, warrant and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subject to discrimination in the performance of this MOU on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee constitutional or statutory law.

10. Both Parties shall have the duty to meet and attempt, in good faith, to resolve any disputes or disagreements. Any dispute not resolved within twenty-five (25) days shall be referred to mediation conducted by a Tennessee Supreme Court listed Rule 31 mediator chosen by mutual agreement of the Parties. Should mediation fail, a complaint may be filed in a court of competent jurisdiction in Carter County,

Tennessee, or if there is no court of competent jurisdiction within the county, then such court that is nearest Carter County, Tennessee . The Parties hereby consent to the venue in those courts. Should there be a material breach and should the same fail to be cured or resolved, then both Parties shall have all rights and remedies against the other as permitted by law or by this MOU.

11. No change, alteration or modification of the MOU shall be effective unless in writing and signed by a duly authorized agent of the respective Parties hereto. This MOU may be executed in counterparts, each of which shall constitute an original and all of which when taken together shall constitute one document.
12. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further and continuing waiver of any such term, provision or condition of this Agreement.
13. This MOU and its Attachment A constitute the entire agreement between the Parties relating to the subject matter hereof and supersede all other agreements between the Parties relating to the matters discussed herein, whether written or verbal.
14. This Agreement was drafted jointly by the Parties and shall not be construed or interpreted against any Party based upon the contention that this Agreement or a portion of it was drafted by that Party.

IN TESTIMONY HEREOF, the Parties have executed this MOU, effective on the date appearing opposite their signatures below or the latter date thereof.

Director of Schools
Elizabethton City Schools

Date

Director of Schools
Unicoi County Schools

Date

ATTACHMENT A
Elizabethton City Schools and Carter County Schools
Roles & Responsibilities

CTE Instructors

- Teach with fidelity to the approved curriculum
- Teach using provided A/V equipment
- Instruct using Canvas or Google Classroom as collaboration tool with students
- Provide grades for entry to the class proctor in a timely manner
- Organize fields trips, if appropriate
- Coordinate Local Dual Credit assessments, if applicable
- Oversee completion of industry certifications, if applicable

CTE Directors

- Coordinate services and communications regarding the Program
- Complete evaluations and/or reports required to implement the Program
- Conduct monthly partnership meetings to assess success and lessons learned
- Address escalated issues/concerns in a timely manner to ensure success of the Program
- Approve field trips, provided that approval shall be consistent with applicable board policies and procedures
- Monitor compliance with the MOU

Elizabethton City Board of Education			
Monitoring: Review: Annually, in September	Descriptor Term: Code of Ethics	Descriptor Code: 1.106	Issued Date: 10/16/08
		Rescinds:	Issued:

1

CODE OF ETHICS

2

ELIZABETHTON CITY SCHOOL DISTRICT

3

Section 1. Definitions.

4

~~— (1) “School district” means Elizabethton City School District, which was duly created by a public or private act of the General Assembly; and which includes all boards, committees, commissions, authorities, corporations or other instrumentalities appointed or created by the school district or an official of the school district.~~

5

~~— (2) “Officials and employees” means and includes any official, whether elected or appointed, officer, employee or servant, or any member of any board, agency, commission, authority or corporation (whether compensated or not), or any officer, employee or servant thereof, of the school district.~~

6

7

~~— (3) “Personal interest” means, for the purpose of disclosure of personal interests in accordance with this Code of Ethics, a financial interest of the official or employee, or a financial interest of the official’s or employee’s spouse or child living in the same household, in the matter to be voted upon, regulated, supervised, or otherwise acted upon in an official capacity.~~

8

9

~~**Section 2. Disclosure of personal interest in voting matters.**—An official or employee with the responsibility to vote on a measure shall disclose during the meeting at which the vote takes place, before the vote and to be included in the minutes, any personal interest that affects or that would lead a reasonable person to infer that it affects the official’s or employee’s vote on the measure. In addition, the official or employee may, to the extent allowed by law, recuse himself or herself from voting on the measure.~~

10

11

~~**Section 3. Disclosure of personal interest in non-voting matters.**—An official or employee who must exercise discretion relative to any matter other than casting a vote and who has a personal interest in the matter that affects or that would lead a reasonable person to infer that it affects the exercise of the discretion shall disclose, before the exercise of the discretion when possible, the interest on the attached disclosure form and file the disclosure form with the school district’s central office. In addition, the~~

12

Commented [MN1]: From TSBA: This policy has been revised to focus solely on prohibitions against accepting items intended to influence a board member’s vote and how to handle ethics complaints.

1 ~~official or employee may, to the extent allowed by law, recuse himself or herself from the exercise of~~
2 ~~discretion in the matter.~~

3 **Section 4. Acceptance of gifts and other things of value.** ~~An official or employee, or an official's or employee's~~
4 ~~spouse or child living in the same household, may not accept, directly or indirectly, any gift, money, gratuity, or~~
5 ~~other consideration or favor of any kind from anyone other than the school district that a reasonable person would~~
6 ~~understand was intended to influence the vote, official action or judgment of the official or employee in executing~~
7 ~~decision-making authority affecting the school district.~~

8 ~~It shall not be considered a violation of this policy for an official or employee to receive entertainment,~~
9 ~~food, refreshments, meals, health screenings, amenities, foodstuffs, or beverages that are provided in~~
10 ~~connection with a conference sponsored by an established or recognized statewide association of school~~
11 ~~board officials or by an umbrella or affiliate organization of such statewide association of school board~~
12 ~~officials.~~

14 *General¹*

15 Board members and school district employees may not accept, directly or indirectly, any gift, money,
16 gratuity, consideration, or favor that a reasonable person would understand was intended to influence
17 the vote, official action, or judgment of the board member or employee in executing decisions
18 affecting the school district. It is also prohibited for a board member's or an employee's spouse or
19 child living in the same household to accept such items.

20 It shall not be considered a violation of this policy for a board member or employee to receive
21 entertainment, food, refreshments, meals, health screenings, amenities, food, or beverages that are
22 provided in connection with a conference sponsored by an established or recognized statewide
23 association of school board officials or by an umbrella or affiliate organization of such statewide
24 association of school board officials.

26 **ETHICS COMPLAINTS**

27
28 **Section 5. Ethics Complaints.** ~~The school district~~ Board may create a School District Ethics Committee
29 ~~(the "Ethics Committee")~~ consisting of three (3) members who will be appointed to one-year terms by
30 the ~~Chairman of the Board~~ Chair of Education with confirmation by the ~~board of education~~ Board. At
31 least two (2) members of the committee shall be members of the ~~board of education~~ Board. The Ethics
32 Committee shall convene as soon as practicable after its appointment and elect a Chair and a Secretary.
33 The records of the Ethics Committee shall be maintained by the Secretary and shall be filed in the ~~office~~
34 ~~of the director of schools~~ Director of Schools' office, where they shall be open to public inspection.

35 Questions and complaints regarding violations of this Code of Ethics ~~or of any violation of state law~~
36 ~~governing ethical conduct should~~ shall be directed to the Chair of the Ethics Committee. Complaints

1 shall be in writing, ~~and~~ signed by the person making the complaint, and ~~shall set forth in reasonable~~
2 ~~include~~ details ~~as to~~ the facts ~~upon which the complaint is based~~ surrounding the complaint.

3 The ~~School District~~ Ethics Committee may investigate ~~any credible~~ ~~an ethical~~ complaint ~~against an~~
4 ~~official received against a board member~~ or employee ~~charging any violation of this Code of Ethics, or~~
5 ~~may undertake an investigation on its own initiative when it acquires information indicating a possible~~
6 ~~violation, and make recommendations for action to end or seek retribution for any activity that, in the~~
7 ~~Committee's judgment, constitutes a violation of this Code of Ethics~~ and make recommendations to
8 ~~cease any activity that, in the Ethics Committee's judgment, constitutes a violation of this Code of Ethics.~~
9 If a member of the ~~Ethics~~ Committee is the subject of a complaint, ~~such the~~ member shall recuse himself/
10 ~~or~~ herself from all proceedings involving such complaint.

11 The ~~Ethics~~ Committee may:

- 12 (1) ~~refer the matter to the Board Attorney for a legal opinion and/or recommendations for action;~~
13 ~~— (2) in the case of an official, refer the matter to the school board body for possible public censure if~~
14 ~~the board body finds such action warranted;~~
15 ~~— (3) in the case of an employee, refer the matter to the official responsible for supervision of the~~
16 ~~employee for possible disciplinary action if the official finds discipline warranted;~~
17 ~~— (4) in a case involving possible violation of state statutes, refer the matter to the district attorney for~~
18 ~~possible ouster or criminal prosecution;~~

19 1. Refer the matter to the board attorney;

20 2. In the case of a board member, refer the matter to the Board of Education for possible public
21 ~~censure, if warranted;~~

22 3. In the case of an employee, refer the matter to the Director of Schools/designee for possible
23 ~~disciplinary action, if warranted; or~~

24 4. In a case involving possible violation of state statutes, refer the matter to the district attorney
25 ~~for possible ouster or criminal prosecution.~~
26
27
28
29

30 ~~The interpretation that a reasonable person in the circumstances would apply shall be used in interpreting and~~
31 ~~enforcing this Code of Ethics. When a violation of this Code of Ethics also constitutes a violation of a personnel~~
32 ~~policy or a civil service policy, the violation shall be dealt with as a violation of the personnel or civil service~~
33 ~~provisions rather than as a violation of this Code of Ethics.~~

Legal References

Cross References

I. TCA 8-17-103

Board Member Conflict of Interest 1.107
Duties of Board Members 1.202

1

Elizabethton City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Board Member Conflict of Interest	Descriptor Code: 1.107	Issued Date: 08/18/94
		Rescinds: 1.106	Issued:

1 **General**

2 State law provides specific instances when direct or indirect conflicts of interest may affect a board
3 member's ability to vote on certain matters.

4 Direct conflicts of interest may arise if the school district contracts with a board member or with a
5 business in which the board member is a sole proprietor, partner, or person having a controlling
6 interest.¹

7 Indirect conflicts of interest may arise if a board member votes on a matter involving a situation that a
8 reasonable person would infer affects his/her personal finances indirectly. If a board member has a
9 direct interest but is the sole supplier of goods or services in the city or county, he/she would be
10 considered indirectly interested in such a matter.²

11 **DIRECT CONFLICT OF INTEREST¹**

12
13 A board member shall not be directly interested in any contract in which the Board may be interested.
14 ~~"Directly interested" means any contract with the board member or with any business in which the board~~
15 ~~member is sole proprietor, a partner, or the person having controlling interest. "Controlling interest"~~
16 ~~shall include the individual with the ownership or control of the largest number of outstanding shares~~
17 ~~owned by any single individual or corporation.~~

Commented [MN1]: From TSBA: To help clarify conflicts of interest, we have placed this information in a separate policy, a new model policy numbered 1.107. This information aligns with TCA 12-4-101 which defines conflicts of interest for school board members.

18 If there is a pre-existing contract that predates the board member's election to the Board, the board
19 member shall refrain from voting or discussing any matter related to that contract since he/she has a
20 direct interest. Upon expiration, the contract shall not be renewed by the Board.³

21 This ~~policy~~ shall not prohibit any board member from voting on the school budget or any budget
22 amendments, unless the vote is on a specific budget amendment in which ~~such~~ **the** board member is
23 directly interested.⁴

24 **INDIRECT CONFLICT OF INTEREST²**

25
26

1 A board member shall not be indirectly interested in any contract in which the Board may be interested
2 unless the board member publicly acknowledges such interest. ~~"Indirectly interested" means any~~
3 ~~contract in which the board member is interested but not directly so, as defined above, including contracts~~
4 ~~in which the board member may have a direct interest but is the sole supplier of goods or services in the~~
5 ~~county.~~ The disclosure of this interest shall be made at the board meeting in which the Board is taking
6 action on the contract. A board member with an indirect interest is not required to refrain from voting
7 on the contract.

8 ~~Any board member who is an employee of the county/city and whose employment predates his/her initial~~
9 ~~election/appointment to the Board may vote on matters in which he/she has a conflict of interest if the~~
10 ~~member informs the Board immediately prior to the vote as follows: "Because I am an employee of~~
11 ~~(name of governmental unit), I have a conflict of interest in the proposal about to be voted. However, I~~
12 ~~declare that my argument and my vote answer only to my conscience and to my obligation to my~~
13 ~~constituents and the citizens the Board represents." The vote of any board member having a conflict of~~
14 ~~interest who does not inform the Board of such conflict shall be void if challenged during the same board~~
15 ~~meeting at which the vote was cast and prior to the transaction of any further business by the Board.~~

16 ~~Any board member who is also an employee of the county/city and whose employment began on or after~~
17 ~~the date on which he/she was initially elected/appointed to serve on the Board shall not vote on matters~~
18 ~~in which he has a conflict of interest.~~

19 ~~If a board member has a conflict of interest in a matter to be voted on by the Board, he/she may abstain~~
20 ~~for cause by announcing such to the chairman. Any board member who abstains from voting for cause~~

21 ~~on any issue coming to a vote before the Board shall not be counted for the purpose of determining a~~
22 ~~majority vote.⁴~~

23 **PENALTY FOR UNLAWFUL INTEREST⁵**

24
25 If a board member ~~becomes directly or indirectly interested in any such contract,~~ is found to have an
26 indirect interest and fails to disclose such interest, or becomes directly interested in any contract, he/she
27 shall forfeit all ~~pay and~~ compensation, and He/she shall also be dismissed from the Board and be
28 ineligible to serve in the same or similar position for ten (10) years.⁴

Legal References:

⁴ TCA 12-4-101; TCA 12-4-102

Legal References

1. TCA 12-4-101(a); Op. Tenn. Att’y Gen. No. 10-46
2. TCA 12-4-101(b)
3. Op. Tenn. Att’y Gen. No. 99-209
4. TCA 12-4-101(a)(1)
5. TCA 12-4-102

Cross References

- Code of Ethics 1.106
- Duties of Board Members 1.202

Elizabethton Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: Advertising and Distribution of Materials in the Schools	Descriptor Code: 1.806	Issued Date:
		Rescinds:	Issued:

1 Advertising and distribution of materials in the schools shall not be permitted except those that promote
2 activities of a school-sponsored organization or of a board-approved school support organization. Those
3 permitted organizations must submit the proposed advertisement(s) and/or material(s) to the school
4 principal, and the principal shall screen those prior to their distribution to ensure their appropriateness.
5 The principal may prohibit materials that:

- 6
- 7 a. Would likely cause substantial disruption of the operation of the school;
8 b. Violate the rights of others;
9 c. Are obscene, lewd, or sexually explicit; or
10 d. May inaccurately cause students to reasonably believe that they are sponsored or
11 endorsed by the school;

12 No part of the school system, including the facilities, the name, the staff, and the students, shall be used
13 for advertising or promoting the interests of any commercial, political, or other non-school agency or
14 organization except that:

- 15 ~~1. The school may cooperate in furthering the work of any non-profit, community-wide social~~
16 ~~service agency provided that such cooperation does not restrict or impair the educational~~
17 ~~programs of the schools;~~
- 18 2.1. The school may participate in radio or television programs under acceptable commercial
19 sponsorship when such programs are educationally beneficial;
- 20 ~~3. Community, educational, charitable, recreational, and other similar civic groups may advertise~~
21 ~~an event pertinent to students' interests or involvement. Such advertisement, including the~~
22 ~~distribution of materials, shall be subject to any guidelines related to time, place, and manner~~
23 ~~established by the principal;~~
- 24 ~~4. The principal shall screen all materials prior to distribution to ensure their appropriateness. The~~
25 ~~principal may prohibit materials that:~~
- 26 a. ~~Would likely cause substantial disruption of the operation of the school;~~
27 b. ~~Violate the rights of others;~~
28 c. ~~Are obscene, lewd, or sexually explicit; or~~
29 d. ~~Cause students to reasonably believe to be sponsored or endorsed by the school;~~

- 1 ~~5.2.~~ The school may, upon approval of the Director of Schools, cooperate with any governmental
2 agency in promoting activities or distributing information related to health or safety directives.
3 ~~which advance the education or other best interests of the students;~~
- 4 ~~6.3.~~ Political literature shall not be distributed through the school to students, nor sent home to
5 parents, nor placed in teachers' mail boxes, lounges, or on school premises;
- 6 ~~7.4.~~ Political signs for people who are running for public office shall not be allowed on school
7 property except those being held by poll workers on election day or those being used for
8 educational purposes relative to the electoral process;¹
- 9 ~~8.5.~~ School publications may accept and publish paid advertising under procedures established by the
10 Director of Schools; and
- 11 ~~9.6.~~ A teacher may display campaign banners, signs, or other items of campaign or political
12 advertising at school only when the display or use of the item is for educational purposes relative
13 to the electoral process.¹

Legal References

1. TCA 2-19-206(d)

Cross References

- Board-Community Relations 1.500
- Vendor Relations 2.809
- Staff Gifts and Solicitations 5.605
- Political Activities 5.606
- Student Publications 6.704

Elizabethton City Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Summer Instructional Programs PROPOSED	Descriptor Code: 4.204	Issued Date: 09/16/21
		Rescinds: 4.204	Issued: 03/14/06

1 *General*

2 The following programs will be made available to students:^{1,2}

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

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

14 **SUMMER PROGRAMMING²**

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

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

1 **ATTENDANCE REQUIREMENTS²**

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

4
5 The Director of Schools shall be responsible for developing administrative procedures regarding the
6 attendance requirements of priority students in each program.

7
8 **THIRD-GRADE PROMOTION/RETENTION LAW ATTENDANCE POLICY**

9 Students who fall into the criteria for required attendance in summer programming in order to be promoted
10 to the fourth grade must attend with a 90% rate. These days will be documented and options for make-
11 up days will be provided by the summer programming committee.

Legal References

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

Cross References

Extended Contracts 5.112

Elizabethton City Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Promotion and Retention PROPOSED	Descriptor Code: 4.603	Issued Date: 04/16/19
		Rescinds: 4.603	Issued: 04/17/18

1 **PROMOTION¹**

2 The director of schools/designee shall promote students to the next grade level based on the successful
3 completion of required academic work and on the satisfactory progress in each of the relevant
4 academic areas. However, no student enrolled in the third grade shall be promoted unless the student
5 has shown a basic understanding of curriculum and the ability to perform the skills required in the
6 subject of reading as demonstrated by the student's grades or standardized test results. This
7 requirement shall not apply to students who are participating in a board-approved, research-based
8 intervention prior to the beginning of the next school year or to students who have an individualized
9 education program (IEP).²

10 Students who have difficulty in achieving the requirements for promotion may be considered for
11 retention. Schools shall identify these students by February 1st. Factors used to identify students for
12 retention shall include:¹

- 13 1. The student's ability to perform at the current grade level;
- 14 2. Results of local assessments, screening, or monitoring tools;
- 15 3. State assessments, as applicable;
- 16 4. The overall academic achievement of the student;
- 17 5. Likelihood of success with more difficult material if promoted to the next grade;
- 18 6. Attendance record; and
- 19 7. Social and emotional maturity.

26 Students may be identified for retention after the February 1st deadline if the delay in identifying a
27 student is due to:

- 28 1. Date of enrollment; or
- 29 2. Additional information acquired after results of local assessment, screening, or monitoring are
30 released

31 When a student is considered for retention, the student's parent/guardian shall be notified within
32 fifteen (15) days, and an individualized promotion plan shall be developed to help the student avoid

1 retention. The plan shall be developed in coordination with the student's teachers and may also include
2 input from the student's parents(s)/guardian(s), school counselor, or other appropriate school
3 personnel. A copy of the plan will be provided to the student's parent(s)/guardian(s).

4 The director shall develop procedures governing how decisions on retention will be made after the
5 student begins work on his/her individualized promotion plan.

6 *K – 3 Reading Notification*

7 If it is determined through a student's overall performance or a state or local assessment that a student
8 in grades kindergarten through three (K-3) is not meeting grade-level standards in reading, the
9 student's parent(s)/guardian(s) shall be notified within fifteen (15) calendar days of such determination

11 **THIRD-GRADE PROMOTION/RETENTION LAW ATTENDANCE POLICY**

12 **Students who fall into the criteria for required attendance in summer programming in order to be promoted to the**
13 **fourth grade must attend with a 90% rate. These days will be documented and options for make-up days will be**
14 **provided by the summer programming committee.**

15 **RETENTION¹**

16 A student may be retained when such retention is in the best interest of the student. However, a student
17 shall not be retained more than once in any grade.

18 If a student is retained, the director of schools/designee shall develop an individualized academic
19 remediation plan prior to the start of the next school year. A copy of the plan shall be provided to the
20 student's parent/guardian within ten (10) days of its development. This plan shall include at least one
21 of the following strategies:

- 22 1. Adjustment to the current instructional strategies or materials;
- 23
- 24 2. Additional instructional time;
- 25
- 26 3. Individual tutoring outside of school hours;
- 27
- 28 4. Modification to the student's classroom assignment to ensure the student receives
29 instruction from a teacher with a level of overall effectiveness of above expectations (level
30 4) or significantly above expectations (level 5); or
- 31
- 32 5. Attendance or truancy interventions.

33 The director of schools shall develop procedures to ensure appropriate recordkeeping of students who
34 are retained.

35 For the purpose of determining the effectiveness of retention toward improving student achievement,
36 the progress of retained students shall be closely monitored and reported to parent(s)/guardian(s) at
37 least three (3) times during the school year in which the student is retained.

Legal References

1. State Board of Education Policy 3.300; TRR/MS 0520-01-03-.05(3)(b)
2. TCA 49-6-3115; 20 USCA § 1400 et seq.

Cross References

Credit Recovery 4.210
Grading System 4.600
Reporting Student Progress 4.601
Attendance 6.200
Student Assignments 6.205