

ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION

REGULAR SCHEDULED MEETING

Thursday, July 20, 2023, @ 5:30 PM

Board Members

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

The Elizabethton Board of Education will meet on Thursday, July 20, 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**
 - No citizens ask to appear before the Board.
6. **SPECIAL RECOGNITION**
7. **CONSENT AGENDA**
 - A. Minutes of Regular Meeting: June 22, 2023
 - B. Approve General Purpose Fund Financial Statement and Budget Amendment.
 - C. Approve Federal Projects Fund Financial Statement and Budget Amendment.
 - D. Approve School Nutrition Fund Financial Statement and Budget Amendment.
 - E. Approve second reading of the following Board Policies:
 - Board Policy 1.102, Board Members
 - Board Policy 1.106, Code of Ethics
 - Board Policy 1.400, School Board Meeting
 - Board Policy 1.402, Notification of Meeting
 - Board Policy 4.300, Extracurricular Activities
 - Board Policy 6.4001, Student Surveys, Analyses, and Evaluations
 - Board Policy 6.402, Physical Examinations and Immunizations
 - Board Policy 3.202, Emergency Preparedness Plan
 - Board Policy 3.204, Threat Assessment Team
 - Board Policy 4.204, Summer Instructional Programs
 - Board Policy 4.403, Library Materials
 - Board Policy 5.106, Application and Employment
 - Board Policy 5.119, Employment of Retirees
 - Board Policy 5.302, Sick Leave

Board Policy 5.305, Family and Medical Leave
Board Policy 5.307, Physical Assault Leave
Board Policy 5.600, Staff Rights and Responsibilities
Board Policy 6.200, Attendance
Board Policy 6.202, Home Schools
Board Policy 6.300, Code of Conduct
Board Policy 6.309, Zero Tolerance Offenses
Board Policy 6.319, Alternative Education
Board Policy 6.314, Corporal Punishment
Board Policy 3.202, Emergency Preparedness Plan
Board Policy 3.205, Security

- F. Approve leave for Director of Schools to attend the 2023 Superintendent Study Council Conference from September 10- 13 in Gatlingburg, TN
 - G. Approve Memorandum of Understanding between Niswonger Foundation and Elizabethton City Schools to provide Project On-Track math tutoring for students in grades 1-8 for the 2023-2024 school year.
 - H. Approve contracts with Dr. John Angelopoulos and Kim Hall for School Psychological Services from August 1, 2023- July 31, 2026.
 - I. Approve Dual Enrollment Agreement between Northeast State Community College and Elizabethton City Schools for the 2023-2024 school year.
 - J. Approve the proposed contract between Elizabethton City Schools and Sidekick Therapy Partners for Speech and Language services for the 2023-2024 school year.
 - K. Approve CTE Carl Perkins Basic Grant FY 2024.
8. **REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS**

A. Personnel Report

NEW:Elitha Macomb, CO Custodian. Effective 6/20/2023
Layla El Helou, EHS CIP Swim Instructor, Effective 6/28/2023
Velda Sizemore, CO Payroll Administrative Assistant, Effective 7//2023
Zachary Hartley, CO Maintenance, Effective 7/3/2023
Eric Shepard, CO Maintenance. Effective 7/3/2023
Ryan Witten, EHS/TAD FLEX Assistant Football Coach. Effective 7/10/2023
Garry Lee Cole, EHS CTE-Construction Teacher. Effective 8/1/2023
Matt Campbell, EHS Cross Country Head Coach, Approved 6/22/2023

TRANSFERS: Lisa Horan, HME Teacher. Effective 6/28/2023
Kim Kelley, CO Insurance Administrative Assistant. Effective 7/3/2023
Beth Hilbert, EHS Bookkeeper. Effective 7/10/2023

RESIGNATIONS: Craig Wilcox, EHS Naval Sciences Assistant. Effective 5/23/2023: Mark Newman, Cross Country Head Coach / Substitute Teacher. Effective 6/2/2023.

Adrienne Meade, ESE Educational Assistant. Effective 6/26/2023
Will Evans, ESE Educational Assistant only. He will remain with ESP.

Effective 7/6/2023

Chris Davidson, EHS Teacher. Effective 6/22/2023

Patrick Roberts, EHS Teacher/Asst. Volleyball Coach. Effective 7/5/2023

LEAVE OF ABSENCE: Travis Thompson, CO. Effective 6/26/23-7/12/23

- B. Director's Update
 - C. Board Member Reports
 - D. City Council Liaison's Report
 - E. Student Liaison's Report
9. **REGULAR AGENDA**
- A. Approve SRO Memorandum of Understanding between Elizabethton City Schools and the City of Elizabethton for the 2023-2024 school year.
 - B. Approve restructuring of Elizabethton High School Tennis program to create a Tennis Coaching position for T.A.Dugger Junior High School.
 - C. Approve on second reading Board Policy 1.404 Appeals to and Appearances Before the Board.
10. **FOR YOUR INFORMATION**
11. **NEXT REGULARLY SCHEDULED BOARD MEETING**
- A. The next regularly scheduled Board Meeting will be held on Thursday, August 17th at 5:30pm in the Mack Pierce Board Room in the offices of the Elizabethton Board of Education, located at 804 S. Watauga Avenue, Elizabethton, Tennessee.
12. **ADJOURN**

ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION
REGULAR SCHEDULED MEETING
Thursday, June 22, 2023 5:30 PM
Mack Pierce Board Room

The Elizabethton Board of Education met in a regular meeting on Thursday, June 22, 2023, at 5:30 PM, at Mack Pierce Board Room.

Attendance Taken at 5:25 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. 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

Recognition of the State Track Participants at T. A. Dugger.

T. A.D. track recognitions postponed.

Recognition of the State Track Participants at Elizabethton High School.

Mark Newman recognized the EHS Track Team. All-State in decathlon. So proud of everyone that competed. Coach Newman is moving on to other opportunities, and we appreciate him and wish him the best.

Recognition of Aviation students completing their solo flights.

Retired Lt. Col. Tolley is here to support our aviation program. Provides half of what it costs for our students to solo. Private pilot's license for our students is only \$3,000.00. Five more students have soloed. Potentially three more.

CONSENT AGENDA

Minutes of Regular Meeting: May 16, 2023.

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

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

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

Approve the Elizabethton (101) Public District - CTE Perkins Basic Grant for FY2024.

Approve the Elizabethton (101) Public District - CTE Perkins Reserve for FY2024.

Approve the ECS 2024 ESSA Consolidated Application.

Approve renewal of Bid 2022-2023-01-SN, the purchase of bread and bakery products from Bimbo Bakeries for the bid period July 1, 2023, through June 30, 2024.

Approve renewal of Bid 2022-2023-02SN for milk products from Mayfield Dairy for the bid period July 1, 2023, through June 30, 2024.

Approve Equipment Disposal Requests from Joey Trent, Technology Director for the disposal of access points to be discarded. (Please see attached documentation for details.)

Approve an Equipment Disposal Request from John Wright, Principal at West Side for the disposal of Benchmark Teacher Materials and student workbooks to be discarded. (Please see attached documentation for details.)

Approve an Equipment Disposal Requests from John Wright, Principal at West Side for the disposal of various classroom items that are no longer useful. (Please see attached documentation for details.)

Approve an Equipment Disposal Request from Brian Culbert, CTE Director at EHS, for the disposal of various equipment items that no longer work. (Please see attached documentation for details.)

Approve an Equipment Disposal Requests from Chris Berry, Principal at TAD for the disposal of various equipment and books to be disposed of. (Please see attached documentation for details.)

REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS

Personnel Report

NEW: Allee Griffith, ESP Student Leader, System-wide, effective May 11, 2023; Kaitlin Bailey, ESP Student Leader, System-wide, effective May 4, 2023; Eva El Helou, CIP-Lifeguard/Swim Instructor at EHS, effective May 22, 2023; John Lee, STEM Instructor at EHS, effective August 1, 2023; Jayla Wandell, Teacher at WSE, effective August 1, 2023.

TRANSFERS: Kim Blackwell, Special Educational Assistant at TAD, effective 5/8/2023; Shane Callahan, Christy Kyte, Educational Assistant at HME from full-time to part-time, effective June 6, 2023; Jennifer Singleton, from CO Custodian to East Side Custodian, effective May 25, 2023; Devin Whitehead, from Behavior Mod. Teacher at TAD to SPED Support Teacher at EHS, effective August 1, 2023; Billy Etter, from SPED Support Teacher at EHS to CDC Teacher, effective August 1, 2023; Lucas Andrews, from CDC Teacher at EHS to Teacher in Alternative School, effective August 1, 2023; Emily Harrison, from Head Softball Coach at TAD to Assistant Softball Coach at TAD; James Ward from Special Education Assistant at TAD to Custodian at TAD, effective August 1, 2023; Shane Callahan from Teacher at TAD to CTE Career Pathways Instructor at TAD, effective August 1, 2023; Keri Howell, from Administrative Specialist-Payroll Accountant at CO to General Ledger Accountant at CO, effective August 1, 2023; Millie Pierce, from ESP to INT Ed. Assistant at WSE, effective May 17, 2023, through November 30, 2023; Brian Jenkins, from SPED Teacher in Alt. School to SPED Teacher at ESE,

effective August 1, 2023; Bethany Hawkins, from TNAC Teacher to Teacher (2nd grade) at WSE, effective August 1, 2023; Kim Pless from Teacher (2nd grade) at WSE to TNAC Teacher at WSE, effective August 1, 2023; Lauren McInturff from Teacher at WSE to Implementation Coach at CO, effective July 1, 2023; Cindy Walker, Administrative Specialist to the DOS/BOE at CO, effective July 1, 2023.

RESIGNATIONS: Lakyn James, Educational Assistant at HME, effective May 23, 2023; Barbara Robinson, Asst. Softball Coach at TAD, effective May 8, 2023 (she will remain in her teaching position); Kayleigh Icard, ESP Student Leader, effective May 15, 2023. Ms. Icard rescinded her resignation on May 15, 2023; Brandi McCloud, Head Track Coach at TAD, effective May 9, 2023 (she will remain in her teaching position); Reid Casey, Assistant Baseball Coach at EHS, effective May 18, 2023 (he will remain in his teaching position); Michael Grindstaff, Assistant Football Coach at EHS, effective May 18, 2023, (he will remain in his teaching position); Brian Jenkins, Assistant Football Coach at EHS, effective May 18, 2023, (he will remain in his teaching position); Brennan Trent, Teacher/Learning Leader at EHS, effective May 25, 2023; Sara Tynes, Teacher at WSE (she will complete her job in summer school).

LEAVE OF ABSENCE: Ellen Taylor, Custodian at WSE, from May 8, 2023, through May 25, 2023.

NON-REHIRE: Jennifer Banks, Teacher at EHS, effective May 25, 2023.

SUSPENSIONS: Jennifer Banks, Teacher at EHS, suspension without pay from May 23, 2023, through May 24, 2023.

OTHER: Cynthia Aldridge, INT SPED Assistant at HME, effective May 24, 2023 (the position was interim through the 2022-2023 School Year); Amy Hayden, INT ARP Educational Assistant at TAD, effective May 24, 2023 (the position was interim through the 2022-2023 School Year), she will return as a part-time Assistant on August 1, 2023.

RETIRING: Felecia Baird, Administrative Specialist to the Director of Schools & Board Secretary at CO, effective June 30, 2023; Marsha Taylor, ESSER Funding Coordinator at CO, effective May 25, 2023, (She will return in July on a 120-day contract); Beth Deloach, Instructional Coach at HME, effective May 24, 2023; Stan Ogg, Teacher at EHS, effective June 20, 2023.

Director's Update

Mr. VanHuss and Mr. Pless recognized Gracie Fields for her involvement as student liaison to the Elizabethton City School Board.

Lots of policies on the Agenda this month. Opportunity to ask questions. Progress meeting at HME today. Still waiting on windows. Glass is somewhere in transit. Appreciate JE Greene and Mr. Weems. Four classrooms should be ready to go by the time school starts. Special thank you to Mr. Simerly. Attended City Council meeting today, support for the school system was approved. Funding body is so gracious to listen to our needs and respond. Thank you. TSBA Summer Law Institute, meet on July 20th and head on down to Gatlinburg after the meeting. Lots to consider tonight.

Board Member Reports

Fall District Meeting in August, State Convention in Nashville in November.

New Student Liaison to begin in July.

City Council Liaison's Report

Mr. Simerly had no comment for tonight's meeting.

Student Liaison's Report

Nothing to report from Student Liaison, Gracie Fields.

REGULAR AGENDA

Approve Contract with Thomas Weems Architect to complete design work and drawings for an athletic training facility at Elizabethton High School.

Motion was made by Danny O'Quinn, second by Jamie Schaff to approve a Contract with Thomas Weems Architect to complete design work and drawings for an athletic training facility at Elizabethton High School. Motion carried.

Phil Isaacs: aye

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

aye: 5, nay: 0

This is one of the three projects for the city council to approve for additional funding. This gets that process started. Approximately six months for the fire marshal and drawings to be approved. Selection of a Construction manager firm to work together on this.

Approve project drawings for renovations at T. A. Dugger Junior High School and renovations at the Community Development and Engagement Center (CDEC).

Motion was made by Danny O'Quinn, second by Jamie Schaff to approve project drawings for renovations at T. A. Dugger Junior High School and renovations at the Community Development and Engagement Center (CDEC). Motion carried.

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

aye: 5, nay: 0

Packets were distributed to Board Members from Mr. Weem's drawings. Focus on secure entrance, ramps, and handicap-accessible parking spot. Union Pharmacy Building, Community Development, and Engagement Center. It will also house the Alternative School, Social Worker, Family Resource Center, CSH, and Professional Development Center. Great space, parking a problem. Will have around 22-23 parking spots, overflow at EHS. It's centrally located and close to EHS.

Approve contract with GRC Construction to complete renovation work at T. A. Dugger Junior High School for an amount not to exceed \$649,787.00.

Motion was made by Phil Isaacs, second by Danny O'Quinn to approve contract with GRC Construction to complete renovation work at T. A. Dugger Junior High School for an amount not to exceed \$649,787.00. Motion carried.

Phil Isaacs: aye

Danny
O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Supporting documentation in Board Packets. TAD Renovation bids opened. Extremely over budget. Spoken with GRC to pull out tile work and sound panels which brings us down to the board agenda item amount of \$649,787.00. Continuing to work with GRC to whittle number back down. This is the minimum amount of work we can do. This work would start very soon. This can be done during the school year. 180 days to finish the project.

Approve Preston Construction as Construction Manager for projects at Elizabethton High School and the Community Development and Engagement Center (CDEC), and approve the Director of Schools to negotiate a contract to be executed by the Executive Committee.

Motion was made by Danny O'Quinn, second by Phil Isaacs to approve Preston Construction as Construction Manager for projects at Elizabethton High School and the Community Development and Engagement Center (CDEC), and approve the Director of Schools to negotiate a contract to be executed by the Executive Committee. Motion carried.

Phil Isaacs: aye

Danny
O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Same procedure as the stadium and band room project at EHS project. Maximize the projects. Construction Manager works with Architect to get the best savings. They will also be working on the Union Pharmacy building renovation. State Grant of \$250,000.00 to help with the vast majority of that building. Expertise on the front end will help stay on budget. Had two contractors on this bid, Preston Construction, and Burleson Construction. Both are extremely reputable. Preston was the lowest. Approving to do the work. If this comes to a project we would come back to the Board with an amount not to exceed. We can use our own employees to do a major part of the work there.

Mr. Isaacs: Under budget with the stadium when we had a Construction Manager.

Approve contract with Raptor Technologies for Emergency Management software and onsite training in the amount of \$45,457.00.

Motion was made by Danny O'Quinn, second by Jamie Schaff to approve a contract with Raptor Technologies for Emergency Management software and onsite training in the amount of \$45,457.00. Motion carried.

Phil Isaacs: aye

Danny
O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Governors Budget funding for SRO in every school in the State of Tennessee. Our SRO's have been great. Like a faculty member there. Law enforcement in a positive way. We funded one position with state funds. We have those funds now that we can use for safety and security measures. Raptor Program has four components, a drill manager, an alert portion, a panic button for staff, (fight, lockdown, intruder, etc.)

accounting of student roster, reunification process (reunify students with families). Detailed check-in/check-out program. Annual cost \$12,000.00. Paying extra for their people to come on-site, the bulk of the contract is for hands-on training.

Approve the award of Bid Number ECSS 2022-2023-03 for the automotive lift for CTE Department at EHS to be awarded to Smith Garage Equipment, Inc. in the amount of \$77,166.85.

Motion was made by Danny O'Quinn, second by Phil Isaacs to approve the award of Bid Number ECSS 2022-2023-03 for the automotive lift for CTE Department at EHS to be awarded to Smith Garage Equipment, Inc. in the amount of \$77,166.85.

Motion carried.

Phil Isaacs: aye

Danny
O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Lift for auto mechanics shop. This will also be paid by using funds from Innovative Schools Model Grant.

Mr. Pless: Could this lift be used for a bus?

Not sure if a bus would fit in our garage.

Approve purchase of furniture for the Community Development and Engagement Center (CDEC) from School Office Supply Company, in the amount of \$42,390.37, using cooperative purchasing agreements.

Motion was made by Danny O'Quinn, second by Jamie Schaff to approve the purchase of furniture for the Community Development and Engagement Center (CDEC) from School Office Supply Company, in the amount of \$42,390.37, using cooperative purchasing agreements. Motion carried.

Phil Isaacs: aye

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

aye: 5, nay: 0

Outfitting professional development space and alternative school. All offices, coordinated school health office, social worker office, and multipurpose room at CDEC. Paying for this from XQ funds and reserves at Central Office.

Approve the 2023-2024 Board of Education Meeting Calendar.

Motion was made by Phil Isaacs, second by Mike Wilson to approve the 2023-2024 Board of Education Meeting Calendar. Motion carried.

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

aye: 5, nay: 0

We usually don't put this on the Regular Agenda, but looking ahead we have two meetings that have been moved. The November meeting has been moved from Thursday, November 16th to Tuesday, November 14th because of the TSBA Convention on Thursday, and December has been moved from Thursday, December 21st to Tuesday, December 19th.

Approve first reading of the following revised Board Policies:

Board Policy 1.102, Board Members

Board Policy 1.106, Code of Ethics

Board Policy 1.400, School Board Meeting

Board Policy 1.402, Notification of Meeting

Board Policy 1.404, Appeals to and Appearances Before the Board

Board Policy 4.300, Extracurricular Activities
Board Policy 6.4001, Student Surveys, Analyses, and Evaluations
Board Policy 6.402, Physical Examinations and Immunizations
Board Policy 3.202, Emergency Preparedness Plan
Board Policy 3.204, Threat Assessment Team
Board Policy 4.204, Summer Instructional Programs
Board Policy 4.403, Library Materials
Board Policy 5.106, Application and Employment
Board Policy 5.119, Employment of Retirees
Board Policy 5.302, Sick Leave
Board Policy 5.305, Family and Medical Leave
Board Policy 5.307, Physical Assault Leave
Board Policy 5.600, Staff Rights and Responsibilities
Board Policy 6.200, Attendance
Board Policy 6.202, Home Schools
Board Policy 6.300, Code of Conduct
Board Policy 6.309, Zero Tolerance Offenses
Board Policy 6.319, Alternative Education
Board Policy 6.314, Corporal Punishment
Board Policy 3.202, Emergency Preparedness Plan
Board Policy 3.205, Security

Motion was made by Danny O'Quinn, second by Phil Isaacs to approve the first reading of the following revised Board Policies: Board Policy 1.102, Board Members Board Policy 1.106, Code of Ethics Board Policy 1.400, School Board Meeting Board Policy 1.402, Notification of Meeting Board Policy 1.404, Appeals to and Appearances Before the Board Board Policy 4.300, Extracurricular Activities Board Policy 6.4001, Student Surveys, Analyses, and Evaluations Board Policy 6.402, Physical Examinations and Immunizations Board Policy 3.202, Emergency Preparedness Plan Board Policy 3.204, Threat Assessment Team Board Policy 4.204, Summer Instructional Programs Board Policy 4.403, Library Materials Board Policy 5.106, Application and Employment Board Policy 5.119, Employment of Retirees

Board Policy 5.302, Sick Leave Board Policy 5.305, Family and Medical Leave Board Policy 5.307, Physical Assault Leave Board Policy 5.600, Staff Rights and Responsibilities Board Policy 6.202, Home Schools Board Policy 6.300, Code of Conduct Board Policy 6.309, Zero Tolerance Offenses Board Policy 6.319, Alternative Education Motion carried.

Phil Isaacs: aye

Danny
O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Policy 1.102-change is the qualification to be eligible to run for office.

Policy 1.106- state law requires a primary person to enforce ethical standards (Board Chair)

Policy 1.400-broadens reasons a school board member could participate electronically (must have a quorum to have meeting)

Policy 1.402-all public meetings have opportunities for citizens to speak

Policy 1.404-must go through channels prior to appearing before the Board

Policy 4.300-parent has to approve

Policy 6.4001-tightens up the procedure to participate in surveys (students have to opt-in)

Policy 6.402-exception to 6.4001 is CSH screenings

Policy 3.202-additional drills are required annually

Policy 3.204-threat assessment teams are required now

Policy 3.205-all exterior doors must be locked, if found unlocked, tier of results

Policy 4.204-modification to summer school attendance (students can make up their time 3 days) has to be completed before first day of school in June.

Policy 4.403-modified to include Director of Schools, before reaching Board

Policy 5.106-requires districts cannot hire individuals on child abuse registries in other states

Policy 5.119-retirees to work as substitutes and still receive 70% of their TCRS retirement

Policy 5.302-certified sick bank to cover sick days for a child as well

Policy 5.305-six weeks of paid leave for birth, still birth or adoption (State reimburses)

Policy 5.307-clarifies teachers to receive full salary if out on leave due to assault

Policy 5.600-teachers required to report student actions that are a threat

Policy 6.200-board could award release time (credit option)

Policy 6.202-homeschoolers not required to provide credentials(immunizations)

Policy 6.300-adds a zero-tolerance offense mass violence removes corporal punishment

Policy 6.309-see Policy 6.300 threats of mass violence on school property or activity

Policy 6.319-requires a student to serve the suspension at home

Policy 6.314-corporal punishment, not a discipline used

FOR YOUR INFORMATION

NEXT REGULARLY SCHEDULED BOARD MEETING

The next regularly scheduled Board Meeting will be held on Thursday, July 20th, at 5:30 p.m. in the Mack Pierce Board Room in the offices of the Elizabethton Board of Education, located at 804 S. Watauga Avenue, Elizabethton, Tennessee.

ADJOURN

Motion was made by Danny O'Quinn Motion to Adjourn Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Chairman of the Board

Director of Schools

**ELIZABETHTON CITY SCHOOLS
GENERAL PURPOSE BUDGET
2022-2023**

		ORIGINAL BUDGET	AMENDMENT #1 GP June	AMENDED BUDGET
ESTIMATED REVENUES AND OTHER SOURCES				
40000	Local Taxes	7,029,000.00	596,200.00	7,625,200.00
41000	Licenses & Permits	600.00	0.00	600.00
43000	Charges for Current Services	558,302.00	119,050.00	677,352.00
44000	Other Local Revenues	9,500.00	341,400.00	350,900.00
46500	State Education Funds	16,809,509.00	704,430.35	17,513,939.35
46800	Other State Revenues	211,122.00	3,860.00	214,982.00
47500	Other Federal Funds thru State	0.00	64,842.00	64,842.00
48000	Other Governments and Citizens Groups	26,400.00	13,730.00	40,130.00
49000	Other Sources - Indirect Cost	50,035.00	0.00	50,035.00
49000	Other Sources - City General Fund Transfer	2,400,000.00	0.00	2,400,000.00
49000	Other Sources - City - Excess Sales Tax	<u>0.00</u>	<u>228,229.00</u>	<u>228,229.00</u>
TOTAL ESTIMATED REVENUES AND OTHER SOURCES		<u>27,094,468.00</u>	<u>2,071,741.35</u>	<u>29,166,209.35</u>
ESTIMATED RESERVES				
34000	Reserves to be Used for Specific Projects	0.00	291,105.00	<u>291,105.00</u>
TOTAL ESTIMATED RESERVES		<u>0.00</u>	<u>291,105.00</u>	<u>291,105.00</u>
TOTAL AVAILABLE FUNDS		<u>27,094,468.00</u>	<u>2,362,846.35</u>	<u>29,457,314.35</u>
ESTIMATED EXPENDITURES				
INSTRUCTION				
71100	Regular Instruction Program	12,075,014.00	666,818.12	12,741,832.12
71200	Special Education Program	2,274,763.00	17,500.00	2,292,263.00
71300	Vocational Education Program	1,139,290.00	216,525.00	1,355,815.00
71400	Student Body Education Program	405,985.00	20,000.00	425,985.00
TOTAL INSTRUCTION		<u>15,895,052.00</u>	<u>920,843.12</u>	<u>16,815,895.12</u>
SUPPORT SERVICES				
72100	Students	1,701,621.00	(107,045.00)	1,594,576.00
72200	Instructional Support	2,306,496.00	157,040.00	2,463,536.00
72300	General Administration	925,939.00	70,450.00	996,389.00
72400	School Administration - Office of Principal	1,777,952.00	22,956.00	1,800,908.00
72500	Business Administration	391,655.00	0.00	391,655.00
72600	Operation and Maintenance of Plant	2,696,221.00	400,326.00	3,096,547.00
72700	Student Transportation	<u>639,445.00</u>	<u>122,982.72</u>	<u>762,427.72</u>
TOTAL SUPPORT SERVICES		<u>10,439,329.00</u>	<u>666,709.72</u>	<u>11,106,038.72</u>
NON-INSTRUCTIONAL SERVICES				
73100	Food Services	30,145.00	10,000.00	40,145.00
73300	Community Services	221,552.00	81,550.00	303,102.00
73400	Early Childhood Education	415,390.00	(9,265.49)	406,124.51
76100	Regular Capital Outlay	92,000.00	693,009.00	785,009.00
99100	Operating Transfers	<u>1,000.00</u>	<u>0.00</u>	<u>1,000.00</u>
NON-INSTRUCTIONAL SERVICES		<u>760,087.00</u>	<u>775,293.51</u>	<u>1,535,380.51</u>
TOTAL EXPENDITURES		<u>27,094,468.00</u>	<u>2,362,846.35</u>	<u>29,457,314.35</u>
ESTIMATED REVENUE & RESERVES OVER EXPENDITURES		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

**ELIZABETHTON CITY
SCHOOLS**

**GENERAL PURPOSE FUND
BUDGET AMENDMENT
1 GP**

**Fiscal Year 2022-2023
June 2023**

Account Code	RESERVES Description	Approved Budget	Debit Decrease	Credit Increase	Amended Budget
34655	06600 Committed for ARP Library Grant	0.00		10,000.00	10,000.00
34760	15150 Assigned for CTE	0.00		17,275.00	17,275.00
34760	50000 Assigned for SPED Van	0.00		39,000.00	39,000.00
34760	90800 Assigned for Back to School Bash	0.00		5,800.00	5,800.00
34770	02500 Assigned for AED	0.00		1,500.00	1,500.00
34770	05201 Assigned for Technology	0.00		40,000.00	40,000.00
34770	05550 Assigned for Phone System	0.00		15,000.00	15,000.00
34770	05900 Assigned for Maintenance Truck	0.00		40,000.00	40,000.00
34770	15000 Assigned for EHS Equipment	0.00		20,000.00	20,000.00
34775	25900 Assigned for TAD Entrance	0.00		2,530.00	2,530.00
34775	60100 Assigned for PD Complex	0.00		100,000.00	100,000.00
	TOTALS	0.00	0.00	291,105.00	291,105.00
			291,105.00		
Account Code	REVENUES Description	Approved Budget	Debit Decrease	Credit Increase	Amended Budget
40000	Local Taxes				
40110	Current Property Tax	3,350,000.00		100,000.00	3,450,000.00
40120	Trustee's Collections Prior Year	83,000.00		28,000.00	111,000.00
40210	Local Option Sales Tax	3,450,000.00		450,000.00	3,900,000.00
40275	Mixed Drink Tax	18,000.00		6,000.00	24,000.00
40320	Bank Excise Tax	18,500.00		12,200.00	30,700.00
43500	Education Charges				
43511	Regular Tuition	335,000.00		37,500.00	372,500.00
43517	90150 Other Tuition - Swim Club	4,267.00		32,000.00	36,267.00
43517	99020 Other Tuition - ESP	181,530.00		49,550.00	231,080.00
44100	Recurring Items				
44110	Investment Income	7,500.00		110,000.00	117,500.00
44990	09100 Project of Track - Niswonger	0.00		231,400.00	231,400.00
46500	State Education Funds				
46511	Basic Education Program	16,263,000.00		279,770.00	16,542,770.00
46515	35000 Early Childhood Education	415,390.00	9,265.49		406,124.51
46550	Driver Education	6,500.00		800.00	7,300.00
46590	90210 Other State Funds	0.00		250.00	250.00
46590	01500 Learning Camp	0.00		187,168.12	187,168.12
46590	01700 Learning Camp Transportation	0.00		45,707.72	45,707.72
46790	15700 ISM Grant	0.00		150,000.00	150,000.00
46790	25700 ISM Grant	0.00		50,000.00	50,000.00
46980	25101 Other State Grants	55,560.00		3,860.00	59,420.00
47500	Federal Funds thru State				
47590	01500 Learning Camp	0.00		64,842.00	64,842.00
48600	Citizens Groups				
48610	15550 Donations - Aviation	0.00		12,000.00	12,000.00
48610	50001 Donations - SPED	0.00		1,730.00	1,730.00

**ELIZABETHTON CITY
SCHOOLS**

**GENERAL PURPOSE FUND
BUDGET AMENDMENT
1 GP**

**Fiscal Year 2022-2023
June 2023**

49800	Operating Transfers					
49810	60002	Excess Sales Tax	0.00		228,229.00	228,229.00
TOTALS			<u>24,188,247.00</u>	<u>9,265.49</u>	<u>2,081,006.84</u>	<u>26,259,988.35</u>
			2,071,741.35			
Account Code	EXPENDITURES Description		Approved Budget	Debit Increase	Credit Decrease	Amended Budget
71100	Regular Education					
116		Teachers	8,022,000.00	40,000.00		8,062,000.00
116	01500	Teachers	0.00	140,100.00		140,100.00
116	09100	Teachers	0.00	165,000.00		165,000.00
163	01500	Educational Assistants	0.00	18,432.00		18,432.00
189		Other Salaries & Wages	223,090.00	19,000.00		242,090.00
189	05500	Other Salaries & Wages	30,000.00	17,000.00		47,000.00
189	06600	Other Salaries & Wages	0.00	10,000.00		10,000.00
195		Certified Substitutes	10,000.00	7,500.00		17,500.00
201	01500	Social Security	0.00	9,830.00		9,830.00
201	05500	Social Security	1,860.00	1,050.00		2,910.00
201	06600	Social Security	0.00	620.00		620.00
201	09100	Social Security	0.00	9,500.00		9,500.00
204	01500	State Retirement	0.00	8,268.00		8,268.00
204	06600	State Retirement	0.00	125.00		125.00
204	09100	State Retirement	0.00	10,000.00		10,000.00
206		Life Insurance	13,300.00	75.00		13,375.00
206	09100	Life Insurance	0.00	350.00		350.00
207	09100	Medical Insurance	0.00	28,000.00		28,000.00
208	09100	Dental Insurance	0.00	600.00		600.00
212	01500	Employer Medicare	0.00	2,299.00		2,299.00
212	05500	Employer Medicare	435.00	250.00		685.00
212	06600	Employer Medicare	0.00	145.00		145.00
212	09100	Employer Medicare	0.00	2,250.00		2,250.00
217		SRT - Retirement	47,360.00	28,000.00		75,360.00
217	01500	SRT - Retirement	0.00	5,814.00		5,814.00
217	06600	SRT - Retirement	0.00	58.00		58.00
217	09100	SRT - Retirement	0.00	4,700.00		4,700.00
429	01500	Instructional Supplies	0.00	27,352.12		27,352.12
429	09100	Instructional Supplies	0.00	7,500.00		7,500.00
449	10000	Textbooks	20,000.00	35,000.00		55,000.00
449	20000	Textbooks	20,000.00	28,000.00		48,000.00
449	30000	Textbooks	20,000.00	30,000.00		50,000.00
499		Other Supplies & Materials	2,000.00	6,500.00		8,500.00
722	09100	Instructional Equipment	0.00	3,500.00		3,500.00
71200	Special Education					
195		Certified Sub Teachers	500.00	2,750.00		3,250.00
207	05400	Medical Insurance	9,000.00	7,000.00		16,000.00
208	05400	Dental Insurance	375.00	250.00		625.00
217		TCRS - SRT	8,070.00	5,000.00		13,070.00
499		Other Supplies and Materials	3,000.00	2,500.00		5,500.00

**ELIZABETHTON CITY
SCHOOLS**

**GENERAL PURPOSE FUND
BUDGET AMENDMENT
1 GP**

**Fiscal Year 2022-2023
June 2023**

Account Code	EXPENDITURES Description	Approved Budget	Debit Increase	Credit Decrease	Amended Budget
71300	Vocational Education				
116	Teachers	795,425.00	15,000.00		810,425.00
189	Other Salaries & Wages	18,000.00	500.00		18,500.00
195	Certified Sub Teachers	500.00	3,250.00		3,750.00
198	Non-Certified Sub Teachers	10,000.00	4,250.00		14,250.00
217	SRT - Retirement	6,430.00	4,250.00		10,680.00
499 25050	Other Supplies and Materials	0.00	10,000.00		10,000.00
730 15150	Vocational Equipment	0.00	17,275.00		17,275.00
730 15550	Vocational Equipment	0.00	12,000.00		12,000.00
730 15700	Vocational Equipment	0.00	100,000.00		100,000.00
730 25700	Vocational Equipment	0.00	50,000.00		50,000.00
71400	Student Body Education - Other				
790 15000	Other Equipment	0.00	20,000.00		20,000.00
72110	Attendance				
355	Travel	3,500.00	575.00		4,075.00
72120	Health Services				
131 01500	Medical Personnel	0.00	4,000.00		4,000.00
201 01500	Social Security	0.00	248.00		248.00
204	State Retirement	15,780.00	4,500.00		20,280.00
204 01500	State Retirement	0.00	412.00		412.00
212 01500	Employer Medicare	0.00	58.00		58.00
399 90200	Other Contracted Services	250.00		250.00	0.00
499 90200	Other Supplies & Materials	15,106.00		3,250.00	11,856.00
499 90210	Other Supplies & Materials	0.00	250.00		250.00
524 90200	Inservice/Staff Development	1,500.00	3,500.00		5,000.00
72130	Other Student Support				
123	Guidance Personnel	645,800.00		120,948.00	524,852.00
204	State Retirement	56,500.00		2,000.00	54,500.00
217	TCRS - SRT	4,260.00	2,000.00		6,260.00
309 25101	Contracts with Government Agencies	55,560.00	3,860.00		59,420.00
72210	Regular Education - Support				
355	Travel	1,000.00	250.00		1,250.00
499	Other Supplies & Materials	2,500.00	8,000.00		10,500.00
599 90800	Other Charges	15,000.00	5,800.00		20,800.00
72220	Special Education - Support				
105	Supervisor/Director	59,870.00	21,000.00		80,870.00
189	Other Salaries & Wages	0.00	40,000.00		40,000.00
201	Social Security	5,200.00	3,500.00		8,700.00
204	State Retirement	8,185.00	4,500.00		12,685.00
206	Life Insurance	80.00	90.00		170.00
207	Medical Insurance	9,500.00	8,750.00		18,250.00
207 05400	Medical Insurance	3,630.00	4,000.00		7,630.00
208	Dental Insurance	350.00	300.00		650.00
208 05400	Dental Insurance	145.00	125.00		270.00
212	Employer Medicare	1,200.00	725.00		1,925.00
72230	Vocational Education - Support				
524 15100	Inservice/Staff Development	1,500.00	1,500.00		3,000.00
524 15101	Inservice/Staff Development	1,700.00	1,500.00		3,200.00
72250	Technology Services				
350	Internet Connectivity	133,000.00	17,000.00		150,000.00
709	Data Processing Equipment	68,500.00	40,000.00		108,500.00

**ELIZABETHTON CITY
SCHOOLS**

**GENERAL PURPOSE FUND
BUDGET AMENDMENT
1 GP**

**Fiscal Year 2022-2023
June 2023**

Account Code	EXPENDITURES Description	Approved Budget	Debit Increase	Credit Decrease	Amended Budget
72310	Board of Education				
189	Other Salaries & Wages	48,680.00	5,000.00		53,680.00
524	Inservice/Staff Development	10,000.00	1,000.00		11,000.00
599	Other Charges	10,000.00	10,750.00		20,750.00
599 06500	Other Charges	0.00	8,000.00		8,000.00
72320	Director of Schools				
101	Director of Schools	127,800.00	6,000.00		133,800.00
161	Secretary	48,360.00	2,000.00		50,360.00
162	Clerical Personnel	26,755.00	3,600.00		30,355.00
189	Other Salaries & Wages	4,800.00	600.00		5,400.00
307	Communication	65,000.00	6,000.00		71,000.00
307 05550	Communication	0.00	15,000.00		15,000.00
399	Other Contracted Services	10,000.00	5,000.00		15,000.00
599	Other Charges	12,000.00	7,500.00		19,500.00
72410	Office of the Principal				
139 01500	Assistant Principals	0.00	14,000.00		14,000.00
161 01500	Secretary(s)	0.00	3,800.00		3,800.00
201 01500	Social Security	0.00	1,106.00		1,106.00
204 01500	State Retirement	0.00	1,691.00		1,691.00
212 01500	Employer Medicare	0.00	259.00		259.00
217	TCRS - SRT	0.00	2,100.00		2,100.00
72510	Fiscal Services				
435	Office Supplies	5,000.00	1,500.00		6,500.00
524	Inservice/Staff Development	5,000.00		1,500.00	3,500.00
72610	Operation of Plant				
166 01500	Custodial Personnel	0.00	3,584.00		3,584.00
201 01500	Social Security	0.00	222.00		222.00
204 01500	State Retirement	0.00	443.00		443.00
212 01500	Employer Medicare	0.00	52.00		52.00
410	Custodial Supplies	10,000.00	6,150.00		16,150.00
410 10000	Custodial Supplies	8,575.00	1,450.00		10,025.00
410 15000	Custodial Supplies	15,175.00	5,350.00		20,525.00
410 25000	Custodial Supplies	11,300.00	3,100.00		14,400.00
410 30000	Custodial Supplies	7,250.00	450.00		7,700.00
415	Electricity	495,000.00	58,000.00		553,000.00
434	Natural Gas	90,000.00	10,250.00		100,250.00
502	Building & Contents Insurance	134,000.00	10,100.00		144,100.00
72620	Maintenance of Plant				
329	Laundry Service	3,000.00	675.00		3,675.00
335	Maintenance & Repair of Buildings	412,000.00	250,000.00		662,000.00
338	Maintenance & Repair of Vehicles	5,000.00	16,000.00		21,000.00
717	Maintenance Equipment	0.00	34,500.00		34,500.00
72710	Transportation				
105 01700	Supervisor/Director	0.00	9,443.58		9,443.58
146	Bus Drivers	115,000.00	8,500.00		123,500.00
146 01700	Bus Drivers	0.00	8,800.00		8,800.00
189	Other Salaries & Wages	20,000.00	4,275.00		24,275.00
189 01700	Other Salaries & Wages	0.00	19,968.00		19,968.00
201 01700	Social Security	0.00	2,369.00		2,369.00
204 01700	State Retirement	0.00	4,573.00		4,573.00
212 01700	Employer Medicare	0.00	554.14		554.14
338	Maintenance & Repair of Vehicles	20,000.00	15,000.00		35,000.00
453	Vehicle Parts	20,000.00	10,000.00		30,000.00

**ELIZABETHTON CITY SCHOOLS
FEDERAL PROJECTS BUDGET
2022-2023**

		ORIGINAL BUDGET	AMENDMENT # 1FP November	AMENDMENT # 2 FP June	AMENDED BUDGET
ESTIMATED REVENUES AND OTHER SOURCES					
47100	Federal Funds Received thru State	7,044,180.00	325,489.53	(1,261,689.27)	6,107,980.26
47900	Direct Federal Revenue	0.00	0.00	0.00	0.00
49800	Operating Transfer	0.00	0.00	0.00	0.00
TOTAL ESTIMATED REVENUES AND OTHER SOURCES		<u>7,044,180.00</u>	<u>325,489.53</u>	<u>(1,261,689.27)</u>	<u>6,107,980.26</u>
ESTIMATED RESERVES					
39000	Unassigned Fund Balance	0.00	0.00	0.00	0.00
TOTAL ESTIMATED REVENUES AND OTHER SOURCES		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
ESTIMATED EXPENDITURES					
INSTRUCTION					
71100	Regular Instruction Program	2,226,253.00	147,009.85	213,633.18	2,586,896.03
71200	Special Education Program	665,457.00	74,496.14	32,946.00	772,899.14
71300	Vocational Education Program	20,830.00	4,867.85	2,693.00	28,390.85
TOTAL INSTRUCTION		<u>2,912,540.00</u>	<u>226,373.84</u>	<u>249,272.18</u>	<u>3,388,186.02</u>
SUPPORT SERVICES					
72100	Students	224,161.00	27,715.59	(9,925.43)	241,951.16
72200	Instructional Staff	514,610.00	192,775.35	(1,036.02)	706,349.33
72500	Fiscal Services	0.00	56,200.00	0.00	56,200.00
72700	Student Transportation	0.00	4,121.00	0.00	4,121.00
TOTAL SUPPORT SERVICES		<u>738,771.00</u>	<u>280,811.94</u>	<u>(10,961.45)</u>	<u>1,008,621.49</u>
NON-INSTRUCTIONAL SERVICES					
73100	Nutrition Services	0.00	1,000.00	0.00	1,000.00
73300	Community Services	142,834.00	(32,775.25)	0.00	110,058.75
TOTAL NON -INSTRUCTIONAL SERVICES		<u>142,834.00</u>	<u>(31,775.25)</u>	<u>0.00</u>	<u>111,058.75</u>
Capital Outlay					
76100	Building Improvements	3,200,000.00	(150,000.00)	(1,500,000.00)	1,550,000.00
TOTAL OTHER USES		<u>3,200,000.00</u>	<u>(150,000.00)</u>	<u>(1,500,000.00)</u>	<u>1,550,000.00</u>
OTHER USES					
99100	Operating Transfers	50,035.00	79.00	0.00	50,114.00
TOTAL OTHER USES		<u>50,035.00</u>	<u>79.00</u>	<u>0.00</u>	<u>50,114.00</u>
TOTAL EXPENDITURES & OTHER USES		<u>7,044,180.00</u>	<u>325,489.53</u>	<u>(1,261,689.27)</u>	<u>6,107,980.26</u>
ESTIMATED REVENUE AND RESERVES OVER EXPENDITURES		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

Account Code		<u>REVENUES</u> Description	Approved Budget	Debit Decrease	Credit Increase	Amended Budget
Consolidated Administration - Project 0CA						
47141	OCA	Title I-Grants to Local Educ. Agencies	97,564.00	2,000.00		95,564.00
ESSER 3.0 - Project 933						
47401	933	ESSER 3.0	2,835,780.00	1,250,000.00		1,585,780.00
IDEA, Part B - Project 0ID						
47143	0ID	Special Education Grants to States	679,939.71		30,848.00	710,787.71
IDEA, Preschool - Project 0PS						
47145	0PS	Special Education Preschool Grants	19,729.95		598.00	20,327.95
Title I - Project 0T1						
47141	0T1	Title I-Grants to Local Educ. Agencies	677,476.59	37,214.06		640,262.53
47590	0T1	Other Federal Thru State	61,979.56	1,152.76		60,826.80
Title I, Neglected - Project T1N						
47141	T1N	Title I-Grants to Local Educ. Agencies	59,085.40	7,232.43		51,852.97
Title II, Part A - Project 0T2						
47189	0T2	Eisenhower Prof Development Grants	106,699.14		4,463.98	111,163.12
TOTALS			4,538,254.35	1,297,599.25	35,909.98	3,276,565.08
				(\$1,261,689.27)	Increase in Revenues	
Account Code		<u>EXPENDITURES</u> Description	Approved Budget	Debit Increase	Credit Decrease	Amended Budget
Consolidated Administration - Project 0CA						
72210		Regular Education Program-Support				
499	OCA	Other Supplies & Materials	6,750.00		2,000.00	4,750.00
Carl Perkins - Project 0CP						
71300		Vocational Education Program				
429	0CP	Instructional Supplies & Materials	3,400.00	2,693.00		6,093.00
499	0CP	Other Supplies & Materials	7,000.00		525.48	6,474.52
730	0CP	Vocational Instructional Equipment	15,297.85	525.48		15,823.33
72130 Support Services-Other Student Support						
355	0CP	Travel	6,000.00	2,239.57		8,239.57
524	0CP	Inservice / Staff Development	7,500.00		4,932.57	2,567.43

Account Code		EXPENDITURES Description	Approved Budget	Debit Increase	Credit Decrease	Amended Budget
IDEA, Part B - Project 01D						
71200		Special Education Program				
163	01D	Educational Assistants	504,383.00	10,000.00		514,383.00
201	01D	Social Security	34,272.00	620.00		34,892.00
204	01D	State Retirement	19,545.46	1,235.00		20,780.46
206	01D	Life Insurance	225.00	25.00		250.00
207	01D	Medical Insurance	31,472.00	3,315.00		34,787.00
208	01D	Dental Insurance	1,260.00	130.00		1,390.00
212	01D	Employer Medicare	8,134.00	180.00		8,314.00
429	01D	Instructional Materials and Supplies	0.00	15,378.00		15,378.00
ESSER 3.0 - Project 933						
71100		Regulat Education Program				
449	933	Textbooks	0.00	250,000.00		250,000.00
76100 Capital Outlay						
707	933	Building Improvements	2,000,000.00		1,500,000.00	500,000.00
ARP IDEA, Part B- Project 902						
71200		Special Education Program				
163	902	Educational Assistants	38,272.50	7,227.50		45,500.00
201	902	Social Security	2,373.00	447.00		2,820.00
204	902	State Retirement	4,726.50	273.50		5,000.00
206	902	Life Insurance	81.00	4.00		85.00
207	902	Medical Insurance	13,350.00	630.73		13,980.73
212	902	Employer Medicare	555.00	100.00		655.00
725	902	Special Education Equipment	10,152.73		7,182.73	2,970.00
72220 Support Services-Special Education						
599	902	Other Charges	1,500.00		1,500.00	0.00
Best for All - Project 934						
71100		Regualr Education Program				
116	934	Teachers	59,250.00		1,730.00	57,520.00
163	934	Educational Assistants	23,965.00		2,120.00	21,845.00
201	934	Social Security	5,165.00		251.40	4,913.60
204	934	State Retirement	8,295.00		1,642.60	6,652.40
206	934	Life Insurance	135.00		30.00	105.00
207	934	Medical Insurance	15,600.00		8,690.00	6,910.00
208	934	Dental Insurance	630.00		345.00	285.00
212	934	Employer Medicare	1,210.00		58.40	1,151.60
429	934	Instructional Materials and Supplies	0.00	18,242.40		18,242.40
499	934	Other Supplies & Materials	18,886.00		3,375.00	15,511.00
IDEA, Preschool - Project 0PS						
71200		Special Education Program				
212	0PS	Employer Medicare	207.00		35.00	172.00
429	0PS	Instructional Supplies & Materials	6,930.95	598.00		7,528.95

Account Code		EXPENDITURES Description	Approved Budget	Debit Increase	Credit Decrease	Amended Budget
Title I, Neglected - Project T1N						
72130		Support Services-Other Student Support				
399	T1N	Other Contracted Services	33,698.40		9,232.43	24,465.97
499	T1N	Other Supplies & Materials	887.40	2,000.00		2,887.40
Title I - Project 0T1						
71100		Regular Education Program				
429	0T1	Instructional Supplies	82,245.15		35,000.15	47,245.00
499	0T1	Other Supplies & Materials	0.00	600.00		600.00
722	0T1	Regular Instruction Equipment	25,500.00		1,966.67	23,533.33
72130		Support Services-Other Student Support				
201	0T1	Social Security	0.00	175.00		175.00
201	0T1-90450	Social Security	806.00		175.00	631.00
204	0T1	State Retirement	0.00	275.00		275.00
204	0T1-90450	State Retirement	1,170.00		275.00	895.00
212	0T1	Employer Medicare	145.00		101.00	44.00
212	0T1-90450	Employer Medicare	44.00	101.00		145.00
72210		Regular Education Program-Support				
524	0T1	Inservice / Staff Development	18,000.00		2,000.00	16,000.00
Title II, Part A - Project T2						
72210		Regular Education Program-Support				
524	0T2	Inservice / Staff Development	31,030.94	4,463.98		35,494.92
TOTALS			3,050,050.88	321,479.16	1,583,168.43	1,788,361.61
				(\$1,261,689.27)	Increase in Expenditures	
			\$0.00		Net Change	

**ELIZABETHTON CITY SCHOOLS
SCHOOL NUTRITION BUDGET
2022-2023**

		ORIGINAL BUDGET	AMENDMENT # 1 SNP JUNE	AMENDED BUDGET
ESTIMATED REVENUES AND OTHER SOURCES				
43000	Charges for Current Services	239,125.00	(7,900.00)	231,225.00
44000	Other Local Revenues	1,000.00	26,000.00	27,000.00
46500	State Education Funds	10,000.00	2,500.00	12,500.00
47100	Federal Funds Received thru State	<u>1,086,500.00</u>	<u>130,500.00</u>	<u>1,217,000.00</u>
	TOTAL ESTIMATED REVENUES AND OTHER SOURCES	<u>1,336,625.00</u>	<u>151,100.00</u>	<u>1,487,725.00</u>
ESTIMATED RESERVES				
39000	Reserves to be used for Specific Projects	0.00	0.00	0.00
	TOTAL ESTIMATED RESERVES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
ESTIMATED EXPENDITURES				
NON-INSTRUCTIONAL SERVICES				
73100	Food Service	<u>1,336,625.00</u>	<u>151,100.00</u>	<u>1,487,725.00</u>
	TOTAL EXPENDITURES	<u>1,336,625.00</u>	<u>151,100.00</u>	<u>1,487,725.00</u>
	ESTIMATED REVENUE & RESERVES OVER EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

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

**Fiscal Year 2022-2023
4th Quarter - June 2023**

Account Code	REVENUES Description	Approved Budget	Debit Decrease	Credit Increase	Amended Budget
43500	Charges for Services				
43521	Lunch Payments - Children	162,500.00		20,100.00	182,600.00
43525	A La Carte Sales	41,250.00	28,000.00		
44000	Recurring Local Revenue				
44110	Investment Income	1,000.00		26,000.00	27,000.00
46500	State Revenue				
46520	School Food Service	10,000.00		2,500.00	12,500.00
47100	Federal Funds Received thru State				
47111	USDA School Lunch Program	635,000.00		50,000.00	685,000.00
47113	USDA Breakfast	340,000.00	7,000.00		333,000.00
47114	USDA Other	18,000.00		87,500.00	105,500.00
	TOTALS	1,207,750.00	35,000.00	186,100.00	1,345,600.00
			\$151,100.00	Increase in Revenues	
Account Code	EXPENDITURES Description	Approved Budget	Debit Increase	Credit Decrease	Amended Budget
73100	Food Service Program				
204	State Retirement	36,985.00	15,000.00		51,985.00
336	Maintenance & Repair - Equipment	6,000.00	35,000.00		41,000.00
422	Food Supplies	531,050.00	55,000.00		586,050.00
435	Office Supplies	1,000.00	1,200.00		2,200.00
499	Other Supplies & Materials	30,250.00	26,900.00		57,150.00
524	Inservice/Staff Development	1,075.00	3,000.00		4,075.00
710	Food Service Equipment	2,500.00	15,000.00		17,500.00
	TOTALS	608,860.00	151,100.00	0.00	759,960.00
			\$151,100.00	Increase in Expenditures	
			\$0.00	Net Change	

Elizabethton City Board of Education			
Monitoring: Review: Annually, in September	Descriptor Term: Code of Ethics	Descriptor Code: 1.106	Issued Date: 04/20/23
		Rescinds: 1.106	Issued: 10/16/08

1 **General¹**

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

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

13 **ETHICS COMPLAINTS**

14
15 The Board may create a School District Ethics Committee (Ethics Committee) consisting of three (3)
16 members who will be appointed to one-year terms by the Board Chair with confirmation by the Board.
17 At least two (2) members of the committee shall be members of the Board. The Ethics Committee shall
18 convene as soon as practicable after its appointment and elect a Chair and a Secretary. The records of
19 the Ethics Committee shall be maintained by the Secretary and shall be filed in the Director of Schools’
20 office, where they shall be open to public inspection.

21 Questions and complaints regarding violations of this Code of Ethics shall be directed to the Chair of the
22 Ethics Committee. Complaints shall be in writing, signed by the person making the complaint, and
23 include details as to the facts surrounding the complaint.

24 The Ethics Committee may investigate an ethical complaint received against a board member or
25 employee and make recommendations to cease any activity that, in the Ethics Committee’s judgment,
26 constitutes a violation of this Code of Ethics. If a member of the Ethics Committee is the subject of a
27 complaint, the member shall recuse himself/herself from all proceedings involving such complaint.
28

Commented [MN1]: From TSBA:
A new change to state law, Public Chapter 37, requires local Boards of Education to notify the Tennessee Ethics Commission of the primary person responsible for administering and enforcing their ethical standards. We have added language in model policy 1.106 on this practice. The Board has discretion as to implementation and could select a different individual to be in charge of this reporting.

1 The Ethics Committee may:

- 2 1. Refer the matter to the board attorney;
- 3
- 4 2. In the case of a board member, refer the matter to the Board of Education for possible public
- 5 censure, if warranted;
- 6
- 7 3. In the case of an employee, refer the matter to the Director of Schools/designee for possible
- 8 disciplinary action, if warranted; or
- 9
- 10 4. In a case involving possible violation of state statutes, refer the matter to the district attorney
- 11 for possible ouster or criminal prosecution.

12 **POINT OF CONTACT²**

13 The Board Chair shall serve as the point of contact for the Tennessee Ethics Commission. The Director
14 of Schools shall provide the contact information to the Commission and ensure that any changes are
15 submitted within thirty (30) calendar days.

16

Legal References

- 1. TCA 8-17-103

Legal References

- 2. TCA 8-17-103
- 3. Public Acts of 2023, Chapter No. 37

Cross References

- Board Member Conflict of Interest 1.107
- Duties of Board Members 1.202

Cross References

- Board Member Conflict of Interest 1.107
- Duties of Board Members 1.202

Elizabethton City Board of Education			
Monitoring: Review: Annually, in September	Descriptor Term: Board Members	Descriptor Code: 1.102	Issued Date: 08/18/22
		Rescinds: 1.102	Issued: 04/21/22

1 The legal status of board members shall be as follows:¹

2 **NUMBER**

3 The Board is composed of five (5) members.

4 **QUALIFICATIONS**

5 Members of the Board shall be residents and voters of the city of substantially equal population and shall
6 be citizens of recognized integrity, intelligence, and ability to administer the duties of the office.^{1,2} To
7 qualify as a candidate, an individual must show proof of:

- 8 1. Graduation from high school or receipt of a GED, HiSET³, or other high school equivalency
9 credential approved by the State Board of Education², and
10 2. Being a qualified voter and resident in the city for one (1) year prior to the qualifying deadline
11 for running as a candidate.⁴

12 Members of the city legislative body and other city governmental officials shall not be eligible for
13 election as members of the city Board of Education.⁵

14 **TERMS OF OFFICE**

15 Members of the Board shall serve four (4) year terms.¹

16 **VACANCIES**

17 Vacancies shall be declared to exist on account of death, resignation, removal, or through due process
18 proceedings.^{6,4}

19 When a vacancy occurs, the unexpired term shall be filled at the next regular or special meeting of the
20 local legislative body.^{7,5} Such appointment shall continue until the next regular election.

Commented [MN1]: From TSBA:
Public Chapter 114 requires acceptance of GED, HiSET, and other types of high school equivalency credentials approved by the State Board of Education. We have updated our model policy to include these other types of credentials in accordance with state law.

Legal References

1. ~~TCA 49-2-201(a)(1)~~
2. ~~TCA 49-2-202(a)(1)~~
3. ~~TCA 49-2-202(a)(4)~~
4. ~~Public Acts of 2022, Chapter No. 809~~
5. ~~TCA 49-2-202(a)(2)~~
6. ~~TCA 8-47-101; TCA 49-1-611; TCA 49-2-202(e)(2);
Tenn. Att’y Gen. Op. No. 21-14 (September 1, 2021)~~
7. ~~TCA 49-2-202(e)(1)~~

Legal References

8. TCA 49-2-201(a)(1)
9. TCA 49-2-202(a)(4); Public Acts of 2023, Chapter
No. 114
10. TCA 49-2-202(a)(2)
11. TCA 8-47-101; TCA 49-1-611; TCA 49-2-202(e)(2);
Tenn. Att’y Gen. Op. No. 21-14 (September 1, 2021)
12. TCA 49-2-202(e)(1)

Elizabethton City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: School Board Meetings	Descriptor Code: 1.400	Issued Date: 12/17/20
		Rescinds: 1.400	Issued: 12/15/15

- 1 **The** Board will transact all business at official meetings which may be either regular or special.
- 2 Every meeting of the board shall be open to the public, except for those meetings in which the law allows
3 closed sessions.¹ Open meetings will be physically accessible to all students, employees, and interested
4 citizens.²
- 5 The Board may restrict the recording of Board meetings via camera, camcorder, or other photographic
6 equipment when such recording creates a threat to public safety and welfare or impedes the conducting
7 of efficient and orderly public meetings.³
- 8 **REGULAR MEETINGS**
- 9 Regular meetings of the Board shall be held on the third Thursday of each month.
- 10 In instances when any regular meeting date falls on a legal holiday, the meeting shall be rescheduled
11 by the chair.
- 12 **SPECIAL MEETINGS**
- 13 The Board shall hold such special meetings as necessary to transact the business of the Board. Such
14 meetings shall be called by the chair whenever, in the chair's judgment, the interests of the schools
15 require it, or when requested to do so by a majority of the Board.⁴
- 16 Only business related to the call of the meeting, and details related to agenda items shall be discussed
17 or transacted by the Board at a special meeting.
- 18 **ELECTRONIC ATTENDANCE⁵**
- 19 Absent Board members may attend a regular or special meeting by electronic means ~~if the member is~~
20 ~~absent because of work, a family emergency, or the member's military service. If a board member is~~
21 ~~absent due to military service, he/she may participate electronically as often as he/she is able to do so.~~
22 ~~However, a board member may not participate electronically more than two (2) times per year for~~
23 ~~absences due to work and/or family emergencies.~~ **for certain qualifying reasons.**
- 24 *General Requirements*
- 25 The following requirements apply to all electronic attendance, regardless of the reason for the
26 member's absence:

Commented [MN1]: From TSBA:

Public Chapter 350 creates additional opportunities for board members to attend board meetings electronically. Now, board members will be able to use this method of attendance for two additional reasons: (1) if they are sick or in a period of convalescence on the advice of a healthcare professional; and (2) due to inclement weather.

- 1 1. A quorum of the Board ~~must~~ shall be physically present at the meeting in order for any member
2 to attend electronically;
- 3 2. Any member wishing to participate electronically ~~must~~ shall do so using technology ~~which~~ that
4 allows the Chair to visually identify the member; and
- 5 3. The responsibility for the connection lies with the member wishing to participate electronically.
6 No more than three (3) attempts to connect shall be made unless the Board chooses to make
7 additional attempts.

8 *Work Related Absence*

9 ~~The following requirements apply to electronic attendance due to a work-related absence:~~

10 A board member may attend a meeting by electronic means if ~~The Board member must be absent from~~
11 ~~out of the county due to work;~~ however, he/she may only participate electronically two (2) times per
12 ~~year for this reason.~~ The board member ~~wishing to participate must~~ shall give the Chair and Director of
13 ~~Schools~~ at least five (5) days' notice prior to the meeting of the member's ~~desire~~ intention to participate
14 electronically.

15 *Family Emergency*

16 ~~The following requirement applies to electronic attendance due to a family emergency:~~

17 A board member may attend a meeting by electronic means if there is a family emergency that
18 prevents him/her from attending in person. ~~The absence shall be~~ ~~member must be absent~~ due to the
19 hospitalization of the ~~board~~ member or the death or hospitalization of the member's spouse, father,
20 mother, son, daughter, brother, sister, son-in-law, daughter-in-law, stepson, stepdaughter, father-in-
21 law, mother-in-law, brother-in-law, or sister-in-law. ~~The board member may only participate~~
22 ~~electronically two (2) times per year for this reason.~~

23 *Sickness or Period of Convalescence*

24 A board member may attend a meeting by electronic means if sick or in a period of convalescence on
25 the advice of a healthcare professional; however, he/she may only participate electronically three (3)
26 times per year for this reason.

27 *Inclement Weather or Natural Disaster*

28 A board member may attend a meeting by electronic means due to inclement weather or natural
29 disaster if the schools in the school district are closed; however, he/she may only participate
30 electronically three (3) times per year for this reason.

31 *Military Service*

32 A board member may attend a meeting by electronic means if out of the county due to military service.
33 The board member may participate electronically as often as he/she is able to do so.

1

Legal References

1. TCA 8-44-102; TCA 49-6-804(b)
2. 28 CFR § 36.201(a); 36.202
3. OP Tenn. Atty. Gen. 95-126
4. TCA 49-2-202(e)(1)
5. TCA 49-2-203(e)

Legal References

6. TCA 8-44-102; TCA 49-6-804(b)
7. 28 CFR § 36.201(a); 28 CFR § 36.202
8. Tenn. Att'y Gen. Op. No. 95-126 (December 28, 1995)
9. TCA 49-2-202(c)(1)
10. TCA 49-2-203(c); Public Acts of 2023, Chapter No. 350

Cross-References

- School Board Legal Status and Authority 1.100
Section 504 and ADA Grievance Procedures 1.802

Cross References

- School Board Legal Status and Authority 1.100
Board Committees 1.300
Notification of Meetings 1.402
Appearances Before the Board 1.404
Section 504 and ADA Grievance Procedures 1.802

Elizabethton City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Notification of Meetings	Descriptor Code: 1.402	Issued Date: 08/24/99
		Rescinds: 1.602	Issued:

1 The Board shall ensure adequate public notice¹ of all regular meetings¹ in the case of regular meetings
 2 shall consist of the approval of a schedule of all regular meetings for the Board for a year and subsequent
 3 posting of this list in the Board/director of schools' office and in each of the public schools. by publishing
 4 a complete schedule for the entire school year. The This schedule shall be posted in the central office,
 5 each school, and on the school system's website and sent to the president of the local education
 6 association.² also be sent to the president of the local education association³ and to the local news media
 7 for periodic announcement. No other notice of regular meetings shall be necessary beyond those stated
 8 and the holding of the particular regular meetings at the appointed times, if the date and time of the next
 9 regular meeting was announced at the last held board meeting.

Commented [MN1]: From TSBA:
 State law, Public Chapter 300, now requires that notice of board meetings include information on how individuals may provide public comment on agenda items. Additionally, each board meeting with actionable items on the agenda is required to have a time dedicated to public comment. The law allows Boards to establish reasonable restrictions on the length of the comment period, number of speakers, and the length of time per speaker. This is an area in which Boards have significant flexibility, and we encourage modifying our model policy to meet local needs.

10 In the case event of special board meetings, notice shall be posted in the same locations, as in the case
 11 same manner of regular meetings, at least twenty-four (24) hours prior to the meeting, with notice sent
 12 to the local news media and the president of the local education association, so that they receive it at
 13 least twenty-four (24) hours prior to the meeting.

Commented [MN2]: Green highlight - Not in the TSBA model policy, but may want to consider keeping.

14 The only exception permitted is in case of emergency, defined for this policy as a sudden, generally
 15 unexpected occurrence or set of circumstances demanding immediate action. In such exceptions, notice
 16 shall be given to all appropriate parties as is practical.

17 All notices of special board meetings shall state the time, place and purpose of the meeting.

18 Notice of all meetings with actionable items on the agenda, with the exception of teacher disciplinary
 19 hearings, shall include information on how community members can participate in the public comment
 20 portion of the board meeting.³

Legal References:

- 1. TCA 8-44-103
- 2. TCA 49-2-202(e)(1)

Legal References

Cross References

<Policy Title>

<Descriptor Code>

1. TCA 8-44-103
2. TCA 49-2-202(c)(1)
3. Public Acts of 2023, Chapter No. 300

School Board Meetings 1.400

Elizabethton Board of Education			
Monitoring: Review: Annually, in November	Descriptor Term: Extracurricular Activities	Descriptor Code: 4.300	Issued Date:
		Rescinds:	Issued:

1 **General**

2 The following shall be adhered to:

- 3 1. The Board shall initially approve extracurricular activities at the district-level to ensure proper
4 support and supervision.
- 5 2. Each student activity shall be under the guidance and direction of a staff member.
- 6 3. All extracurricular activities at the school level shall have the approval of the principal.
- 7 4. Student activities occurring before or after regularly scheduled school hours must be under the
8 supervision of the principal/designee.
- 9 5. Secret organizations shall not be operated in any school.
- 10 6. A student shall not be required to attend an extracurricular activity that is scheduled at a time
11 which conflicts with his/her religious practices.¹
- 12 7. Extracurricular activities during vacation periods shall be restricted to regularly scheduled
13 athletic programs and major events which cannot be scheduled otherwise.
- 14 8. Student groups shall not participate in state or national activities which are not listed as
15 approved activities by a regional accrediting association or the state and national principals'
16 associations without the approval of the Director of Schools.
- 17 9. A student on out-of-school suspension shall not be permitted to participate in extracurricular
18 activities.
- 19 10. Activities which restrict participation because of race, color, religion, sex, disabilities, or
20 national origin are strictly forbidden.²

21 **STUDENT CLUBS & ORGANIZATIONS³**

22 All students under the age of eighteen (18) shall present a signed and dated statement from their
23 parent/guardian before joining any club or organization or participating in activities of a club or
24 organization. The Director of Schools shall develop administrative procedures outlining this
25 recordkeeping process.

Commented [MN1]: From TSBA: Public Chapter 353 includes new options for parents/guardians regarding certain extracurricular activities and district actions. Specifically, this new law: (1) requires parents/guardians to opt-in before their minor child joins a school club or participates in the activities of a club; (2) requires parents/guardians to opt-in before a minor child participates in a non-instructional survey, analysis, or evaluation; and (3) gives parents/guardians the ability to opt-out of health screenings conducted as part of the coordinated school health program. To align with these changes, we have updated the respective policies on these topics.

Commented [MN2]: Adopt new model policy to replace our current 4.300 policy

Legal References

1. TCA 49-6-1002(c)
2. 34 CFR § 106.41
3. Public Acts of 2023, Chapter No. 353

Cross References

Special Use of School Vehicles 3.402
Interscholastic Athletics 4.301
Field Trips/Excursions/Competitions 4.302
Attendance 6.200

Elizabethton Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Student Surveys, Analyses, and Evaluations	Descriptor Code: 6.4001	Issued Date:
		Rescinds:	Issued:

1 **Surveys**, analyses, and evaluations for research purposes shall be allowed by the Board when the project
2 is viewed as contributory to a greater understanding of the teaching-learning process, the project does
3 not violate the goals of the Board, and the disruption of the regular school program is minimal. The
4 Director of Schools shall develop administrative procedures for approving requests for conducting
5 surveys, analyses, or evaluations by agencies, organizations, or individuals. The requests shall outline
6 what is to be done, who is to be involved, and how the results will be used and distributed.¹

7 Prior to the dissemination of a survey, analysis, or evaluation to students, parent(s)/guardian(s) shall be
8 notified of the opportunity to review the materials.¹ Such notification shall include information indicating
9 the purpose of the survey, analysis, or evaluation as well as who will have access to the results. The
10 survey, analysis, or evaluation shall only be administered to students under the age of eighteen (18)
11 whose parent(s)/guardian(s) provide written, informed, and voluntarily signed consent. A student who
12 is eighteen (18) years of age or older may participate after he/she provides written, informed, and
13 voluntarily signed consent. The Director of Schools shall develop procedures for granting such parental
14 requests.¹

15 No student shall be required, as part of any program, to submit to a survey, analysis, or evaluation that
16 reveals information concerning:^{1,2}

- 17 1. Mental or psychological problems of the student or the student's family;
- 18 2. Sexual behavior or attitudes;
- 19 3. Illegal, anti-social, self-incriminating, or demeaning behavior;
- 20 4. Critical appraisals of other individuals with whom respondents have close family relationships;
- 21 5. Legally privileged relationships;
- 22 6. Income; or
- 23 7. The collection of student biometric data involving the analysis of facial expressions, EEG
24 brain wave patterns, skin conductance, galvanic skin response, heart-rate variability, pulse,
25 blood volume, posture, and eye-tracking³

26
27
28
29
30
31
32 without the prior consent of the student (if the student is an adult or emancipated minor), or in the case
33 of an unemancipated minor, without the prior written consent of the parent/guardian.

Commented [MN1]: From TSBA:

Public Chapter 353 includes new options for parents/guardians regarding certain extracurricular activities and district actions. Specifically, this new law: (1) requires parents/guardians to opt-in before their minor child joins a school club or participates in the activities of a club; (2) requires parents/guardians to opt-in before a minor child participates in a non-instructional survey, analysis, or evaluation; and (3) gives parents/guardians the ability to opt-out of health screenings conducted as part of the coordinated school health program. To align with these changes, we have updated the respective policies on these topics.

1 The collection of the following student data is strictly prohibited:⁴

- 2 1. Political affiliation or voting history;
- 3
- 4 2. Religious practices; and
- 5
- 6 3. Firearm ownership.

7 **COLLECTING, DISCLOSING, OR USING INFORMATION FOR MARKETING**⁵

8 In general, the district will not collect, disclose, or use personal student information for the purpose of
9 marketing or selling that information or otherwise providing that information to others for that purpose.

10 If any collected information is to be marketed or sold, parent(s)/guardian(s) will be directly notified at
11 least annually at the beginning of the school year of the specific or approximate dates when such
12 information will be collected. Parent(s)/guardian(s), upon request, may inspect any instrument used to
13 collect personal information for the purpose of marketing or selling that information before the
14 instrument is administered or distributed to the student. All parent(s)/guardian(s) and students of
15 appropriate age may decline to provide the information requested.

16 This portion of the policy does not apply to the collection, disclosure, or use of personal information
17 collected from students for the exclusive purpose of developing, evaluating, or providing educational
18 products or services for or to students or educational institutions to the extent allowed by law such as:

- 19 1. College or other postsecondary education recruitment or military recruitment;
- 20
- 21 2. Book clubs, magazines, and programs providing access to low-cost literary products;
- 22
- 23 3. Tests and assessments used by elementary schools and secondary schools to provide
24 cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about
25 students (or to generate other statistically useful data for the purpose of securing such tests
26 and assessments) and the subsequent analysis and public release of the aggregate data from
27 such tests and assessments;
- 28
- 29 4. The sale by students of products or services to raise funds for school-related or education
30 related activities; or
- 31
- 32 5. Student recognition programs.

Legal References

1. TCA 49-2-211; Public Acts of 2023, Chapter No. 353
2. 20 USCA § 1232h
3. TCA 49-1-706
4. TCA 49-1-705
5. 20 USCA § 1232h(c)(1); 20 USCA § 1232h(c)(4)

Cross References

- Testing Programs 4.700

Elizabethton Board of Education			
Monitoring: Review: Annually, in April	Descriptor Term: Physical Examinations and Immunizations	Descriptor Code: 6.402	Issued Date:
		Rescinds:	Issued:

Commented [MN1]: From TSBA:
Public Chapter 353 includes new options for parents/guardians regarding certain extracurricular activities and district actions. Specifically, this new law: (1) requires parents/guardians to opt-in before their minor child joins a school club or participates in the activities of a club; (2) requires parents/guardians to opt-in before a minor child participates in a non-instructional survey, analysis, or evaluation; and (3) gives parents/guardians the ability to opt-out of health screenings conducted as part of the coordinated school health program. To align with these changes, we have updated the respective policies on these topics.

1 **PHYSICAL EXAMINATIONS¹**

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

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

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

9 Screening tests as recommended by the Tennessee Department of Education and the Department of
10 Health will be conducted. Parent(s)/guardian(s) will receive written notice of any screening result that
11 indicates a condition that might interfere with the student's progress. Parent(s)/guardian(s) may excuse
12 their student from participating in health screenings that are part of a coordinated school health program
13 by submitting a request in writing to the school nurse, instructor, school counselor, or principal.³

14 **IMMUNIZATIONS**

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

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

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

26 The Director of Schools shall ensure that appropriate immunization records are maintained for each
27 student.

Legal References

1. 20 USCA § 1232h(c)
2. TRR/MS 0520-01-13-.01(1)(a)
3. Public Acts of 2023, Chapter No. 353; Tennessee School Health Screening Guidelines, https://www.tn.gov/content/dam/tn/education/csh/FINAL_Health_screening_Guidelines_2022.pdf; 20 USCA § 1232h(c)(2)(C)
4. TCA 49-6-5001(a),(c)
5. TCA 49-6-5001(b)(2)-(3)
6. TCA 49-6-5001(c)(2)

Cross References

Promoting Student Welfare 6.400

Elizabethton City Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Emergency Preparedness Plan	Descriptor Code: 3.202	Issued Date: 07/21/22
		Rescinds: 3.202	Issued: 07/18/17

General

The Director of Schools shall be responsible for developing, maintaining, and acquiring board approval of the district Emergency Preparedness Plan¹ which shall include procedures for bomb threats, civil disturbances, armed intruders, earthquakes, fires, tornadoes or other severe weather, and medical emergencies.

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

FIRE AND SAFETY DRILLS

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

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

The principal shall regularly check the quantity, locations, and conditions of fire extinguishers and shall give all school personnel instructions on how to properly use fire extinguishers.

~~ARMED INTRUDER DRILLS~~ ANNUAL DRILLS⁴

The principal shall ensure that each the school safety team conducts at least one (1) armed intruder drill annually in coordination with local law enforcement.⁴ each of the following type of drills annually:

1. An armed intruder drill in coordination with local law enforcement;
2. An incident command drill; and
3. An emergency safety bus drill.

Commented [MN1]: From TSBA:

A new law that affects many aspects of school safety (Public Chapter 367) requires several policy changes. This new legislation requires an armed intruder drill, an incident command drill, and an emergency safety bus drill (policy 3.202) as well as a policy on threat assessment teams (policy 3.204). Many Boards currently maintain a policy on threat assessment teams, however, this new legislation requires that all Boards have a policy on this topic. There is also now a requirement for all exterior doors to remain locked during school hours. For events occurring after school hours, Boards can choose to create a local plan on how to admit community members. We have updated model policy 3.205 with information about the default practice found in the new legislation. Per state law, this default practice will be in effect if the Board does not include an alternate local plan.

Commented [MN2]: I think our maintenance currently checks the fire extinguishers. May need to change this to what we are currently doing. Probably need to keep the fire extinguisher training.

1 AED DRILLS

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

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

6 MEDICAL EMERGENCIES/PANDEMIC FLU⁶

7 In the event of medical emergencies, such as a pandemic flu outbreak, school officials shall cooperate
8 and consult with the local and state health departments and other local emergency or healthcare
9 providers in protecting students and the community from further infection. The Director of Schools
10 shall develop procedures for health emergencies in accordance with state law.

11 REMOTE LEARNING DRILLS⁷

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

Legal References

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

Legal References

8. TRR/MS 0520-01-02-.30(2); TCA 49-6-804; TCA 49-6-805(8)
9. TCA 68-102-137(b)
10. TCA 68-102-137(f)
11. TCA 49-6-807; Public Acts of 2023, Chapter No. 367
12. TCA 49-2-122; TCA 49-6-1208
13. TCA 49-6-3004(a), (e); TCA 49-5-404
14. TCA 49-2-139

Cross References

- ~~Emergency Closings 1.8011~~
~~Safety 3.201~~
~~Community Use of School Facilities 3.206~~

Cross References

- Emergency Closings 1.8011
Safety 3.201
Community Use of School Facilities 3.206

Elizabethton City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Threat Assessment Team	Descriptor Code: 3.204	Issued Date: 04/21/20
		Rescinds:	Issued:

General¹

A threat assessment team shall be created within the school district to develop intervention-based approaches to prevent violence, manage reports of potential threats, and create a system that fosters a safe, supportive, and effective school environment. The Director of Schools shall appoint the members of the threat assessment team.

The Director of Schools shall develop administrative procedures regarding the training and operations of the team to comply with state law and State Board of Education rules and regulations.

TEAM MEETINGS

All threat assessment team meetings shall be closed to the public.²

RECORDKEEPING³

The team shall document all behaviors and incidents deemed to pose a risk to school safety or that resulted in intervention and shall provide the information to the Director of Schools.

A report of the activities of the threat assessment team will be compiled and shared with the Board before each regular meeting.

Documents produced or obtained regarding these assessment activities will not be open for public inspection.

Commented [MN1]: From TSBA:

A new law that affects many aspects of school safety (Public Chapter 367) requires several policy changes. This new legislation requires an armed intruder drill, an incident command drill, and an emergency safety bus drill (policy 3.202) as well as a policy on threat assessment teams (policy 3.204). Many Boards currently maintain a policy on threat assessment teams, however, this new legislation requires that all Boards have a policy on this topic. There is also now a requirement for all exterior doors to remain locked during school hours. For events occurring after school hours, Boards can choose to create a local plan on how to admit community members. We have updated model policy 3.205 with information about the default practice found in the new legislation. Per state law, this default practice will be in effect if the Board does not include an alternate local plan.

Legal References

- ~~TCA 49-6-2701 et seq.~~
- ~~TCA 49-6-2701(f)~~
- ~~TCA 49-6-2702(g); TCA 49-6-2702~~

Cross References

- ~~School District Records 1.407~~
~~Safety 3.201~~
~~Security 3.205~~
~~Student Records 6.600~~

Legal References

4. TCA 49-6-2701 et seq.; Public Chapter 2023, Chapter No. 367
5. TCA 49-6-2701 (f)
6. TCA 49-6-2702

Cross References

- School District Records 1.407
- Safety 3.201
- Security 3.205
- Student Records 6.600

Elizabethton City Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Summer Instructional Programs	Descriptor Code: 4.204	Issued Date: 04/20/23
		Rescinds: 4.204	Issued: 09/16/21

General

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

1. Traditional summer school;
2. Learning loss bridge camps;
3. After-school learning mini camps (~~2021-2023~~); and
4. Summer learning camps (~~2021-2023~~).

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

SUMMER PROGRAMMING²

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

1. Courses offered;
2. Transportation;
3. Class size ratios;
4. Budget, including staff compensation;
5. School nutrition needs;
6. Staffing;
7. Enrollment criteria; and
8. Any additional necessary information.

Commented [MN1]: From TSBA: State Board of Education Policy 3.300 - Promotion and Retention was updated during the State Board of Education's May meeting. This policy change requires local Boards of Education to include additional information on make up days for summer programs in their policies. We have updated model policy 4.204 to align with these new requirements.

Commented [MN2]: Will TDOE continue to fund 3 and 4?

1 **ATTENDANCE REQUIREMENTS²**

2

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

5

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

8 **THIRD-GRADE PROMOTION/RETENTION LAW ~~ATTENDANCE POLICY~~ & MAKE UP DAYS**

9 Students who fall into the criteria for required attendance in summer programming in order to be promoted to the
10 fourth grade must attend with a 90% rate. **If more days are missed, students may make up a total of three (3) days**
11 **within the month of June.** These days will be documented and options for make-up days will be provided by the
12 summer programming committee.

13 **Parents shall be provided information on the summer program attendance policy by Summer Camps**
14 **parent information newsletter.**

15 **The Director of Schools/designee shall develop administrative procedures regarding the documentation**
16 **of student attendance including make up days and the administration of the post-test for students who**
17 **participate in summer programming.**

18

19

Legal References

1. TRR/MS 0520-01-03-.03(9)
2. TCA 49-6-1504
3. TCA 49-6-3003

Cross References

- Extended Contracts 5.112

Elizabethton City Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Library Materials	Descriptor Code: 4.403	Issued Date: 08/18/22
		Rescinds: 4.403	Issued: 03/26/90

General

The School Librarians shall be responsible for library collection development. Library materials shall be reviewed to ensure the content aligns with state law.¹ The library collection shall adhere to the following criteria:

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

School Librarian shall be responsible for periodically reviewing the district's library collection in line with these established standards. **He/She shall post the list of library materials online.**

COMPLAINTS²

Tier One

If a complaint is made by an employee, student, or parent/guardian, ~~this process is to be followed~~ the person receiving the complaint shall:

1. Inform the complainant of the selection procedures and make no commitments.
2. Request the complainant to submit a Request for Reconsideration of Library Materials form.
3. Inform the principal (and other appropriate personnel).
4. Keep challenged materials available for use during the reconsideration process.

Upon receipt of the completed form, the principal shall may notify the Director of Schools. The principal shall may request review of the challenged materials by an ad hoc materials review committee within twenty (20) working days. The review committee is appointed by the principal and

Commented [MN1]: From TSBA:

A new state law, Public Chapter 472, changes the process for school districts to respond to challenged library materials. Previously, state law required that all complaints proceed to the Board of Education. This new law includes flexibility for districts by permitting the Board to create a process with several tiers of review. Please note that Boards may revise this model language to align with local standards. We encourage reaching out to your local board attorney if there are legal concerns.

1 includes certified library media personnel, representatives from classroom teachers, one or more
2 parents, and may include one or more students. The principal will inform the Director of Schools of the
3 review committee's progress.
4

5 ~~The review committee shall take the following steps after receiving the challenged materials:~~

6 **After receiving the challenged materials, the following steps should occur:**

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

26 **Tier Two**

27 The complainant may appeal the principal's decision. The appeal shall be to the Director of Schools.
28 He/she shall review the recommendation presented by the review committee along with the principal's
29 recommendation and make the determination whether the material is appropriate for the age and
30 maturity levels of the students who have access to the materials and whether the material is suitable
31 for, and consistent with, the educational mission of the school.

32 **Tier Three**

33 The complainant may appeal the decision of the Director of Schools. The Board shall evaluate the
34 material to determine whether the material is appropriate for the age and maturity levels of the students
35 who have access to the materials and whether the material is suitable for, and consistent with, the
36 educational mission of the school.

37 If, at any tier, it is determined that the material is not appropriate for the age and maturity levels of the
38 students who have access to them or is not suitable for, and consistent with, the educational mission of
39 the school, the material shall be removed from the library collection.

Legal References

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

Legal References

1. *Board of Education, Island Trees Union Free School District No. 26 v. Pico*, 457 U.S. 853, 102 S. Ct. 2799 (1982); TCA 49-6-3803
2. Public Acts of 2023, Chapter No. 472

Cross References

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

Cross References

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

Elizabethton Board of Education			
Monitoring: Review: Annually, in January	Descriptor Term: Application and Employment	Descriptor Code: 5.106	Issued Date:
		Rescinds:	Issued:

1 **APPLICATION**

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

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

11 Any costs incurred to perform these background checks and fingerprinting shall be paid by the
 12 applicant. The Board shall reimburse the applicant if a position is offered and accepted.⁴

13 *Professional Employees*

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

19 No person shall be employed:

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

Commented [MN1]: From TSBA:
 School districts are prohibited from hiring individuals on
 Tennessee’s Department of Children’s Services list of perpetrators
 of child abuse and those on the registry of abuse of vulnerable
 persons maintained by the Department of Health. A change to state
 law, Public Chapter 222, clarifies that districts may not hire
 individuals who appear on similar lists maintained by other states.
 We have updated our model policy to align with this change.

- 1 6. Who fails to make a full disclosure of any prior criminal record and any prior dismissals from
- 2 employment for cause; or
- 3 7. Who does not receive a satisfactory background check.¹⁰

4 *Support Employees*

5 No person shall be employed:

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

17 **EMPLOYMENT**

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

19 and assign qualified applicants.

20 *Initial Employment for Professional Employees*

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

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

23 established by state law.¹² From the date of the written acceptance, such person is considered to be

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

Legal References

1. TCA 49-5-406; TCA 49-5-413
2. State Board of Education Policy 5.501
3. TCA 49-5-406(a)(2)(A)
4. TCA 49-5-413(c)
5. TCA 49-2-131
6. TCA 49-5-403; TCA 49-5-101; TCA 49-5-106
7. TCA 49-5-413(e); Public Acts of 2023, Chapter No. 222
8. TCA 49-5-404
9. TCA 49-5-405
10. TCA 49-5-413(a), (f)
11. Immigration Reform and Control Act of 1986; Pub. L. No. 99-603, 100 Stat. 3359, 8 USCA § 1101 *et seq.*
12. TCA 49-5-406(b)

Cross References

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

Elizabethton Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Employment of Retirees	Descriptor Code: 5.119	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

1 **General**

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

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

5 Retired members under the Tennessee Consolidated Retirement System (TCRS) may be employed for
6 up to one hundred twenty (120) days per year without loss of retirement benefits. Retired members may
7 substitute teach for additional days.¹

8 **GENERAL EMPLOYMENT CONTRACTS**

9 The Director of Schools may employ retired teachers. Retirement benefits will not be lost or suspended
10 under certain conditions which include, but are not limited to, the following:²
11

- 12 1. The retired teacher shall hold a valid license and shall not be entitled to tenure status;
- 13 14 2. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave, or
15 receive medical insurance coverage; and
- 16 17 3. The salary paid to the retired teacher shall not be less than the rate of compensation set by the
18 Board for teachers with no experience filling similar positions or more than eighty-five percent
19 (85%) of the rate of compensation set by the Board for teachers with comparable training and
20 years of experience filling similar positions.

21 **ADDITIONAL EMPLOYMENT OPTION FOR RETIREES³**

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

- 25 1. The retired member has been retired for at least sixty (60) calendar days;
- 26 27 2. The retirement benefit payable to the retired member is reduced to seventy percent (70%) of the
28 retirement allowance;
- 29

Commented [MN1]: From TSBA:

Due to ongoing teacher shortages, the General Assembly passed Public Chapter 425 which allows more flexibility in hiring retirees. This change allows retirees to work as substitutes beyond the typical 120 day contract and permits retirees to serve as regular classroom teachers on an ongoing basis.

- 1 3. The retired member is not drawing disability retirement benefits; and
- 2
- 3 4. The retired member can't accrue additional retirement benefits.
- 4 The Director of Schools shall notify TCRS of the member's reemployment. Once the retired member is
- 5 hired by the district, the district shall pay TCRS as prescribed by state law. The school district shall
- 6 pay to TCRS during the period of reemployment the greater of (1) a payment equal to the amount the
- 7 school district would have contributed to TCRS; or (2) an amount equal to five percent (5%) of the
- 8 retired member's pay rate.

Legal References

1. TCA 8-36-805; Public Acts of 2023, Chapter No. 425
2. TCA 8-36-821; Public Acts of 2023, Chapter No. 425
3. TCA 8-36-822; Public Acts of 2023, Chapter No. 425

Cross References

Application and Employment 5.106
Substitute Teachers 5.701

Elizabethton City Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Sick Leave	Descriptor Code: 5.302	Issued Date: 11/16/21
		Rescinds: 5.302	Issued: 04/15/21

1 PROFESSIONAL PERSONNEL

2 ~~The time allowed for sick leave for~~ Professional personnel shall **earn** be one (1) day **of sick leave** for
3 each month employed during the school year, and **these days** shall accumulate for an unlimited number
4 of days.¹

5 Sick leave shall be defined as: illness of a teacher from natural causes or accident, quarantine, or illness
6 or death of a member of the immediate family of a teacher, including the teacher's wife or husband,
7 parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, daughter-
8 in-law, son-in-law, brother-in-law, and sister-in-law.²

9 A signed statement listing the cause of absence shall be provided by the employee on forms furnished
10 by the Director of Schools and shall promptly be given to the immediate supervisor in support of all
11 claims for sick leave pay. A falsified statement shall be grounds for dismissal.

12 ~~Medical certification may be required in support of any claim for sick leave and may be required in~~
13 ~~support of any claim for sick leave pay for absences of five (5) or more consecutive days. Such medical~~
14 ~~certification may be provided by a physician, physician's assistant, or nurse practitioner.~~

15 **Documentation from a physician may be required in support of any claim for sick leave pay.**

16 The principal shall notify the Director of Schools' office at once if an employee is sick beyond the limit
17 of his sick leave accumulation. ~~The substitute teacher, beyond this point, must have a certificate or~~
18 ~~permit and must be paid according to the state salary scale.~~

19 Permanent, cumulative sick leave records for each active professional employee shall be kept in the
20 Director of Schools' office.

21 A teacher, upon employment, may transfer his accumulated sick leave from another Tennessee school
22 **system district** provided that the Director of Schools of the **system district** in which the accumulated
23 leave was held provides notarized verification.³

24 SUPPORT PERSONNEL

25 ~~Persons employed in support positions shall accrue sick leave at the rate of one (1) day per month.~~
26 **Support personnel shall earn one (1) day of sick leave for each month an employee is employed.** No
27 sick leave is allowed for bus drivers.

28 **At the termination of the employment of any employee, all unused sick leave accumulated by the**
29 **employee shall be forfeited.**

Commented [MN1]: From TSBA:

For districts that operate sick leave banks, state law contains restrictions on how those days can be used by employees. Public Chapter 151 adds additional options for employees by creating an option to use this time to care for minor children in addition to being used for the employee's own illness.

1 The immediate supervisor may require ~~medical certification stating the reason for the absence for any~~
2 ~~absence within the sick leave regulation;~~ documentation from a physician stating the reason for absence.
3 Frequent and misuse of sick leave by an individual are sufficient grounds for requiring medical
4 certification. Such medical certification may be provided by a physician, physician's assistant or nurse
5 practitioner.

Commented [MN2]: Blue highlight - not in the model policy.

6 ~~FAMILY MEDICAL LEAVE ACT~~

7 ~~Employees are required to substitute sick leave for FMLA leave so that the leaves run~~ concurrently.

Commented [MN3]: Not in the model policy

8 SICK LEAVE BANK

9 The purpose of the sick leave bank is to provide sick leave to all employees⁴ who have suffered an
10 unplanned personal illness, injury, disability, or quarantine and whose personal sick leave is exhausted.

11 To form a sick leave bank, a minimum of twenty (20) employees from the school district shall petition
12 the Board for permission to establish a sick leave bank.⁵ Upon approval, sick leave bank trustees shall
13 be appointed and shall operate as the governing body of the sick leave bank and shall enact rules and
14 regulations consistent with state law.⁶ Employees wishing to participate shall initially give a maximum
15 of three (3) days of sick leave. These days are to be deducted from the employee's personal accumulation
16 and donated to the sick leave bank. Donations of sick leave to the bank are nonrefundable and
17 nontransferable.⁷

18 At any time the number of days in the sick leave bank is less than twenty (20), or one (1) per employee
19 if there are more than twenty (20) members, or at any time deemed advisable, the trustees shall assess
20 each member one (1) or more days of accumulated sick leave. If an employee has no accumulated sick
21 leave at the time of assessment, the first earned days shall be donated as they are accrued by the
22 employee.⁷

23 An employee who is a member of the sick leave bank may request an allotment of days (for the
24 employee's personal illness or on account of an illness of his/her minor child) in the manner designated
25 by the trustees. The need for these days shall be verified by a statement from a physician.⁸

26 By written notice to the trustees, an employee may withdraw from bank participation on June 30th of any
27 year.⁹ Membership withdrawal results in forfeiture of all days contributed.

28 The sick leave bank shall be operated in accordance with state law.¹⁰

=====

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Legal References

1. TCA 49-5-710(a)(1)
2. TRR/MS 0520-01-02-.04(2)
3. TCA 49-5-710(a)(5)

Cross-References

- Workers' Compensation 3.602
- Orientation and Probation 5.107
- Short Term Leaves of Absence 5.300
- Family and Medical Leave 5.305
- Physical Assault Leave 5.307

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Legal References

4. TCA 49-5-710(a)(1)
5. TRR/MS 0520-01-02-.04(2)
6. TCA 49-5-710(a)(5)
7. TCA 49-5-811
8. TCA 49-5-803
9. TCA 49-5-804; TCA 49-5-805
10. TCA 49-5-807
11. Public Acts of 2023, Chapter No. 151
12. TCA 49-5-808(j)
13. TCA 49-5-801 *et seq.*

Cross References

- Workers' Compensation 3.602
- Orientation and Probation 5.107
- Short Term Leaves of Absence 5.300
- Family and Medical Leave 5.305
- Physical Assault Leave 5.307

Elizabethton Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Family and Medical Leave	Descriptor Code: 5.305	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

1 **ELIGIBILITY**

2 Anyone who has been employed for at least twelve (12) months by the school district and anyone who
3 has at least 1,250 hours of service (hours used for leave, even FMLA leave, shall not be credited for
4 service for purposes of FMLA eligibility¹) during the previous twelve (12) month period shall be eligible
5 to use FMLA leave.²

6 **GENERAL PRINCIPLES**

7 An eligible employee shall be granted, upon request, up to twelve (12) weeks unpaid leave during a fixed
8 calendar year for the following reasons:

- 9 1. The birth of a child;
- 10 2. The placement of a child with the employee for adoption or foster care;
- 11 3. A serious health condition of the employee that makes the employee unable to perform the
12 essential functions of his/her job position;
- 13 4. The care of a spouse, child, or parent of the employee who has a serious health condition; and
14 15
- 16 5. Any qualifying circumstances arising out of the fact that a spouse, child, or parent of the
17 employee is on covered active duty or has been notified of an impending call or order to
18 covered active duty in the Armed Forces.
19 20

21 An employee may substitute accrued paid leave for unpaid time. Use of accrued paid leave shall run
22 concurrently with and be counted toward the employee's total period of FMLA leave.

23 **MATERNITY/PATERNITY LEAVE**

- 24 1. *Relationship between FMLA leave and Tennessee Maternity Leave Act* – FMLA leave shall run
25 concurrently with leave provided under the Tennessee Maternity Act, which affords eligible
26 employees leave for a period not to exceed four (4) months for the adoption, pregnancy,
27 childbirth, and nursing of a newborn child.³
28
- 29 2. *Teachers' Leave* – In accordance with state law, any teacher who goes on maternity or paternity
30 leave shall be allowed to use all or a portion of the teacher's accumulated sick or annual leave for
31 maternity leave purposes. In order to be eligible to use sick leave, written request of the teacher

Commented [MN1]: From TSBA:

Public Chapter 399 gives employees who are required by law to hold a valid license of qualification for employment and who have been employed with the school district for at least twelve consecutive months six weeks of paid leave that can be used after the birth, stillbirth, or adoption of a newly placed minor child. This leave must be used within twelve months of the qualifying event and does not have to be used consecutively. Additionally, this leave counts towards federally granted leave under the Family Medical Leave Act. We have added a provision on this new option to our model policy.

1 accompanied by a statement from the teacher's physician verifying pregnancy shall be submitted.
2 Upon verification by a written statement from an adoption agency or other entity handling an
3 adoption, a teacher may also be allowed to use accumulated leave for adoption of a child. If both
4 adoptive parents are teachers employed by the district, however, only one (1) parent is entitled
5 to use such leave.⁴
6

- 7 3. Spouses who are both eligible employees of the school district are limited to a combined total of
8 twelve (12) workweeks of FMLA leave in a single twelve (12) month period if the leave is taken
9 for the birth and care of a newborn child, for the placement of a child for adoption or foster care,
10 or to care for a parent who has a serious health condition. Under certain circumstances, spouses
11 who share leave for the birth or adoption of a child may be eligible for limited amounts of
12 additional leave for other qualifying FMLA reasons.⁵
13

- 14 4. *Paid Parental Leave* – Under state law, an additional six (6) work weeks of paid leave is available
15 to eligible employees after a birth, stillbirth, or adoption of a newly placed minor child. An
16 eligible employee taking leave under this provision shall not be required to utilize any other type
17 of accrued leave during this period. Eligible employees include teachers, principals, supervisors,
18 or other individuals required by law to hold a valid license of qualification for employment who
19 have been employed with a school district full time for at least twelve (12) consecutive months.
20

21 Employees shall provide notice to the school district thirty (30) days prior to the intended use of
22 the leave. If the employee learns about the need for leave less than thirty (30) days in advance,
23 the employee shall give notice as soon as reasonably possible in order to be eligible for the paid
24 leave. This paid leave does not need to be taken consecutively; however, the paid leave shall be
25 used within twelve (12) months of the qualifying event. The leave shall run concurrently with
26 FMLA leave.⁶

27 **LEAVE FOR A SERIOUS HEALTH CONDITION⁷**

28 Eligible employees, upon request, shall be granted up to twelve (12) weeks of unpaid leave when he/she
29 is unable to work because of a serious health condition or to care for an immediate family member with
30 a serious health condition. Employees shall contact Human Resources to determine if the reason for
31 leave qualifies as FMLA leave. If the leave is foreseeable, the employee shall give thirty (30) days'
32 notice. If the leave is not foreseeable, the employee shall notify Human Resources as soon as practicable,
33 generally, either the same or next business day.

34 **LEAVE FOR MILITARY FAMILY MEMBERS**

- 35 1. *Qualifying Exigency Leave⁸* - Eligible employees are entitled to up to twelve (12) workweeks
36 of leave because of any qualifying exigency arising out of the fact that the spouse, son,
37 daughter, or parent of the employee, as defined under the FMLA, is on active duty, or has been
38 notified of an impending call to active duty, or has been notified of an impending call to active
39 duty status in the Armed Forces. Qualifying exigencies may include:
40
41 a. Issues arising from the service member's short notice deployment;
42 b. Military events and related activities (e.g., official ceremonies, support programs);
43 c. Making or updating financial and legal arrangements;

- d. Attending counseling;
- e. Taking up to fifteen (15) days leave to spend time with a covered service member who is on short-term rest and recuperation leave during deployment; or
- f. Attending post-deployment activities.

2. *Military Caregiver Leave*⁹ - An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member or covered veteran with a serious injury or illness is entitled to up to twenty-six (26) workweeks of leave in a single twelve (12) month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in out-patient status, or is otherwise on the temporary disability retired list for a serious injury or illness.

A covered veteran is an individual who was a member of the Armed Forces at any time during the period of five (5) years preceding the date of the medical treatment, recuperation, or therapy that has a serious injury or illness who is currently receiving medical treatment, recuperation, or therapy.

The single twelve (12) month period for military caregiver leave begins on the first day the employee takes leave for this reason and ends twelve (12) months later. An eligible employee is limited to a combined total of twenty-six (26) workweeks of leave to provide care for a covered service member. The maximum of twenty-six (26) workweeks may include no more than twelve (12) workweeks of leave that is taken for the birth and care of a newborn child, for the placement of a child for adoption or foster care, for care of a parent who has a serious health condition, or for the employee's own serious health condition.

INTERMITTENT LEAVE¹⁰

Eligible employees may take FMLA leave intermittently when medically necessary to care for a seriously ill family member, because of the employee's own serious health condition, or for the care for a newborn, a newly adopted child, or a newly placed foster care child. When an employee requests foreseeable leave for planned medical treatment and the employee would be on leave for greater than twenty percent (20%) of the total number of working days in the period during which the leave would extend, the school district may require that such employee elect either to take the leave for periods of a particular duration, not to exceed the duration of the planned medical treatment, or to transfer temporarily to an available alternative position offered by the school district for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave.

RESTRICTIONS

1. Notice Requirements

- a. *Employee Notice*¹¹- For foreseeable leave, the employee shall provide the Director of Schools with at least thirty (30) days written notice before the beginning of the anticipated leave.

1 b. *District Notice* - Once it has been established that the leave requested qualifies for
2 FMLA, the Director of Schools/designee shall notify the employee within three (3)
3 business days (absent extenuating circumstances) that any leave taken pursuant to state
4 leave statutes (paid vacation leave, personal leave, sick leave, or workers'
5 compensation) shall run concurrently with FMLA leave.¹² The notice may be given
6 orally or in writing. If the notice is oral, it shall be confirmed in writing, no later than
7 the following pay day.¹³

8
9 2. Certification Requirement¹⁴

10 a. The Director of Schools may require that a request for leave be supported by
11 certification issued by a health care provider with the following information:

- 12
13 i. The date on which the serious health condition commenced;
14 ii. The probable duration of the condition;
15 iii. The appropriate medical facts within the knowledge of the health care provider
16 regarding the condition; and
17 iv. A statement that the eligible employee is needed to care for the son, daughter,
18 spouse, or parent and an estimate of the amount of time that such employee is
19 needed.
20

21 b. If there is any reason to doubt the validity of the certification provided, the Director of
22 Schools may require, at the expense of the school district, an opinion of a second health
23 care provider.
24

25
26 3. Period Near the End of an Academic Term (Professional Employees)¹⁵

27 a. If leave is taken more than five (5) weeks prior to the end of the term, the Director of
28 Schools may require the employee to continue taking leave until the end of the term if
29 the leave is at least three (3) weeks of duration and the return of employment would
30 occur during the three (3) week period before the end of the term.
31

32 b. If the leave is taken five (5) weeks prior to the end of the term, the Director of Schools
33 may require the employee to continue taking leave until the end of the term if the leave
34 is greater than two (2) weeks duration and the return to employment would occur during
35 the two (2) week period before the end of the term.
36

37 **REQUIREMENTS OF THE BOARD¹⁶**

38 1. The employee shall be restored to the same position of employment or an equivalent position
39 with no loss of benefits, pay, or other terms of employment.

40 2. The employee shall be kept under any group health plan for the duration of the leave.

41 3. The Board may recover the premium paid under the following conditions:

42 a. The employee fails to return from leave after the period of leave has expired; and
43

- 1
2 b. The employee fails to return to work for a reason other than the continuation,
3 recurrence, or onset of a serious health condition or other circumstances beyond the
4 control of the employee.

Legal References

1. *Hinson v. Tecumseh Products Co.*, 2000 U.S. App. LEXIS 26778, at *1—10 (6th Cir. Oct. 17, 2000)
2. 29 USCA § 2601, 2611—2619
3. TCA 49-5-702; TCA 4-21-408
4. TCA 49-5-710(a)(2); TCA 8-50-802(a)(4)
5. 29 CFR § 825.120(a)(3)
6. Public Acts of 2023, Chapter No. 399
7. 29 CFR § 825.113
8. 29 CFR § 825.126
9. 29 CFR § 825.124; 29 CFR § 825.127
10. 29 CFR § 825.202
11. 29 CFR § 825.302-825.304
12. 29 CFR § 825.207
13. OP Tenn. Atty Gen 94-006 (Jan 13, 1994); *Plant v. Morton International, Inc.*, 212 F. 3d 929, 932 (6th Cir. 2000)
14. 29 CFR § 825.305-825.313
15. 29 CFR § 825.602
16. 29 USCA § 2614

Cross References

- Sick Leave 5.302
Long-Term Leaves of Absence 5.304

Elizabethton Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Physical Assault Leave	Descriptor Code: 5.307	Issued Date:
		Rescinds:	Issued:

- 1 A teacher who is absent from assigned duties as a result of personal injury caused by physical assault or
2 other violent criminal acts committed in the course of the teacher's employment duties shall receive
3 his/her full salary and full benefits until the teacher is released by his/her physician to return to work or
4 his/her physician determines the teacher is permanently unable to return to work. If the teacher receives
5 workers' compensation or other similar benefits, the Board shall pay the difference between that amount
6 and the teacher's full salary.¹
- 7 A signed statement listing the cause of the absence shall be provided by the employee on forms
8 furnished by the Director of Schools and shall promptly be given to the immediate supervisor in
9 support of all claims. A certificate from the physician on forms furnished by the Director of Schools
10 may also be required to verify the extent of the injury.²

Commented [MN1]: From TSBA:
A new state law, Public Chapter 343, clarifies that teachers will receive their full salary while on leave due to a physical assault. Our model policy 5.307 has been updated to reflect this change.

Legal References

1. TCA 49-5-714(a); Public Acts of 2023, Chapter No. 343
2. TRR/MS 0520-01-02-.04(4)(b)

Cross References

- Worker's Compensation 3.602
- Sick Leave 5.302
- Long Term Leaves of Absence 5.304

Elizabethton Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Staff Rights & Responsibilities	Descriptor Code: 5.600	Issued Date:
		Rescinds:	Issued:

In fulfilling any rights and responsibilities, employees shall give proper consideration to the educational welfare of students and ensure that no conflict exists with their duties.

Each staff member has the right to a work environment free from sexual, racial, ethnic, and religious discrimination/harassment.¹

Educators have the right to:²

1. Be treated with civility and respect as well as having his/her professional judgement and discretion respected;
2. Have their professional judgment and discretion respected;
3. Report any errant, offensive, or abusive content or behavior of a student to the principal and/or appropriate agencies;
4. Provide students with a safe environment;
5. Defend themselves and their students from physical violence or harm;³
6. Share information regarding a student's educational experience, health, or safety with the student's parent(s)/guardian(s) unless otherwise prohibited;⁴
7. Review all instructional material or curriculum before being utilized by students;
8. Not be required to use his/her personal money to appropriately equip a classroom;
9. Report students who commit offenses of assault and battery or vandalism on school property endangering the life, health, or safety of others pursuant to state law;⁵ and
10. Receive benefits in accordance with state law if the educator is a teacher who is on leave due to a physical assault or other violent criminal act committed during the course of employment.⁶

Each staff member has the responsibility to:

1. Make themselves familiar with and abide by the laws of the state, the policies of the Board, and the procedures designed to implement them;

Commented [MN1]: From TSBA:

Teachers are now required to report students who commit certain offenses on school property that endanger the life, health, or safety of others per Public Chapter 153. As a result, we have updated this statutory list of responsibilities in our model policy.

- 1 2. To adhere to the Teacher Code of Ethics, to the extent applicable;⁷
- 2 3. Exercise good judgment in selecting issues for discussion and balance the relative maturity of
- 3 students and the students' right to know;
- 4 4. Be courteous and helpful in interacting and responding to parent(s)/guardian(s), visitors, and
- 5 members of the public;
- 6 5. Keep all records and prepare and submit promptly all reports that may be required by state law,
- 7 State Board of Education rules and regulations, board policy, and administrative procedures; and
- 8 6. Wear appropriate dress for work according to local school rules.

Legal References

1. 42 USCA § 2000e-2(a), (b); TCA 49-6-8004
2. TCA 49-5-209; Public Acts of 2023, Chapter No. 153
3. TCA 49-6-2802
4. 20 USCA § 1232g
5. TCA 49-6-4301
6. TCA 49-5-714
7. TCA 49-5-1001 *et seq.*

Cross References

Curriculum Development 4.200
Controversial Issues 4.800
Religious Content of Courses 4.804
Staff-Student Relations 5.610
Ethics 5.611

Elizabethton Board of Education			
Monitoring: Review: Annually, in March	Descriptor Term: Home Schools	Descriptor Code: 6.202	Issued Date:
		Rescinds:	Issued:

1 **General**

2 A home school is a school conducted or directed by parent(s)/guardian(s) for their own children. Home
 3 schools which teach grades K-12 where the parent(s)/guardian(s) are associated with an organization
 4 that conducts church-related schools¹ are exempt from the following provisions but shall follow
 5 procedures issued by the State Department of Education.

6 A parent/guardian wishing to conduct a home school shall meet the following requirements:²

- 7 1. Provide annual notice to the Director of Schools before the commencement of each school year of
 8 the intent to conduct a home school;
- 9 2. Submit to the Director of Schools the name, number, age, grade level of children involved, location
 10 of the school, curriculum to be offered, proposed hours of instruction, and qualifications of the
 11 parent-teacher;
- 12 3. Maintain attendance records, subject to inspection by the Director of Schools;
- 13 4. Submit attendance records to the Director of Schools at the end of each school year;
- 14 5. Provide instruction for at least four (4) hours per day for the same number of instructional days as
 15 required by state law;³
- 16 6. Possess a high school diploma or a high school equivalency credential approved by the State Board
 17 of Education;⁴
- 18 7. Cooperate in the administration to home school students of appropriate tests by the Commissioner
 19 of Education/designee or by a professional testing service in grades five (5), seven (7), and nine (9);
- 20 8. Take actions according to state law if home school student falls behind appropriate grade level;
- 21 9. Submit proof to the Director of Schools that other health services and examinations as required by
 22 state law have been received by the home school student; and
- 23 10. In the event of illness or inadequacy of the home school parent-teacher to teach a specific subject,
 24 employ a tutor having the same qualifications as required of parent-teacher.

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

Commented [MN1]: From TSBA:
 Public Chapter 114 requires the acceptance of GED, HSET, and other types of high school equivalency credentials approved by the State Board of Education. We have updated our model policy to include these other types of credentials in accordance with state law. Additionally, Public Chapter 296 removes the requirement that parents of home school students provide proof of immunizations. Based on this change, we have updated our model policy in line with the new requirements.

1 FACILITIES USE

2 School facilities shall be available for home school instruction only when all of the following conditions
3 exist:

- 4 1. Special needs courses are being taught which require services unavailable to the home school
5 student;
- 6 2. These services cannot be provided through any means other than the schools;
- 7 3. Requests for services are made known by the home school parent when notice is given to the
8 Director of Schools of the intent to conduct a home school;
- 9 4. The Director of Schools investigates the request and makes recommendations to the Board;
- 10 5. No overcrowding, additional expenses, including providing transportation, or other special
11 situations which interfere with the normal operation of the school district shall be incurred; and
- 12 6. Approval by the Board shall be on a case-by-case basis.

13 RECORD ACCEESS

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

17 STUDENT PERFORMANCE⁵

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

Legal References

1. TCA 49-50-801(a)
2. TCA 49-6-3050(b)
3. TCA 49-6-3004(a); TCA 49-6-3050(b)(3)
4. TCA 49-6-3050(b)(4); Public Acts of 2023, Chapter
No. 114
5. TCA 49-6-3050(b)(6)

Cross References

Compulsory Attendance Ages 6.201

Elizabethton City Board of Education			
Monitoring: Review: Annually, in March	Descriptor Term: Code of Conduct	Descriptor Code: 6.300	Issued Date: 03/16/23
		Rescinds: 6.300	Issued: 09/16/21

Commented [MN1]: From TSBA:
A new zero tolerance offense has been added to state law. Public Chapter 299 adds threats of mass violence to the list of offenses punishable by a one year expulsion. We have revised our model policies 6.300 and 6.309 to reflect this information.

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 an
 30 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 determines what offense was committed and its severity.
- 13 • The staff member determines who committed the offense and if he/she the student
- 14 understands the 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 the staff
- 17 member.

18 *Disciplinary Options:*

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

30 **MISBEHAVIORS: Level II**

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

35 *Examples* (not an exclusive listing):

- 36 • Continuation of unmodified Level I misbehaviors
- 37 • Using forged notes or excuses
- 38 • 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)

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

11 *Disciplinary Options:*

- 12 • In-school suspension
- 13 • Detention
- 14 • Restitution from loss, damage, or stolen property
- 15 • Remand to alternative school or program
- 16 • Out-of-school suspension
- 17 • Social adjustment classes
- 18 • Transfer
- 19 • RTI²B

21 **MISBEHAVIORS: Level IV**

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

26 If a student's action poses a threat to the safety of others in the school, a teacher, principal, school
27 employee, or school bus driver may use reasonable force when necessary to prevent bodily harm or
28 death to another person.⁷

29 *Examples (not an exclusive listing)⁸*

- 30 • Continuation of unmodified Level I, II, and III misbehaviors
- 31 • Death threat
- 32 • Threat of mass violence on school property or at a school-related activity*
- 33 • Extortion
- 34 • Bomb threat*
- 35 • Possession, use, and/or transfer of dangerous weapons
- 36 • Assault that results in bodily injury upon any teacher, principal, administrator, any other
- 37 employee of the school, or a school resource officer*
- 38 • Aggravated assault*

- 1 • Vandalism
- 2 • Theft, possession, and/or sale of stolen property
- 3 • Arson
- 4 • Possession of unauthorized substances (e.g., any controlled substance, controlled
- 5 substance analogue, or legend drug)*
- 6 • Use or transfer of unauthorized substances
- 7 • Victimization of any student (harassment (sexual, racial, ethnic, religious), bullying,
- 8 cyber-bullying, and/or hazing)
- 9 • Zero tolerance offenses (See Board Policy 6.309)
- 10 • Electronic threat to cause bodily injury or death to another student or school employee

11 *Disciplinary Procedures:*

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

22 *Disciplinary Options*

- 23 • Remand to alternative school or program
- 24 • Out-of-school suspension or expulsion
- 25 • Other hearing authority or Board action which results in appropriate placement
- 26 • RTI²B

27

Legal References

- 1. TCA 49-6-4005
- 2. TCA 49-6-3024
- 3. TCA 49-6-2801
- 4. TCA 49-6-4002
- 5. TCA 49-6-4109

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

- 6. TCA 49-6-4009
- 7. TCA 57-4-203(b)(2); TCA 39-15-407 to -414;
39-17-1503 to -1505

- 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

Legal References

- 8. TCA 49-6-4005
- 9. TCA 49-6-3024
- 10. TCA 49-6-2801
- 11. TCA 49-6-4002
- 12. TCA 49-6-4109
- 13. TCA 49-6-4009
- 14. TCA 49-6-2802
- 15. TCA 39-16-517; TCA 49-6-3401(g); Public Acts of
2023, Chapter No. 299

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: 03/16/23
		Rescinds: 6.309	Issued: 10/12/20

Commented [MN1]: From TSBA:
A new zero tolerance offense has been added to state law. Public Chapter 299 adds threats of mass violence to the list of offenses punishable by a one year expulsion. We have revised our model policies 6.300 and 6.309 to reflect this information.

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

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

Committing any of these offenses shall result in a student being expelled from the regular school program for at least one (1) calendar year unless modified by the Director of Schools. Modification of the length of time shall be granted on a case-by-case basis. Students that commit zero-tolerance offenses may be assigned to an alternative school or program at the discretion of the Director of Schools.^{6,7}

When it is determined that a student has violated this policy, the principal shall notify the student's parent(s)/guardian(s) and the criminal justice or juvenile delinquency system as required by law.^{7,8}

Legal References

1. TCA 49-6-340I(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 49-6-340I(g)(2); TCA 49-6-3402
7. TCA 49-6-4209; TCA 39-17-1312; 20 USCA § 7961(b)(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

Legal References

1. TCA 49-6-340I(g)
2. 18 USCA § 921(a)(3); 20 USCA § 7961
3. TCA 39-17-454; TCA 53-10-101

Cross References

- Code of Conduct 6.300
- Drug-Free Schools 6.307
- Suspension 6.316

4. TCA 39-13-102
 5. TCA 39-13-101(a)(1)
 6. TCA 39-16-517; Public Acts of 2023, Chapter No. 299
 7. TCA 49-6-3401(g)(2); TCA 49-6-3402
 8. TCA 49-6-4209; TCA 39-17-1312; 20 USCA § 7961(h)(1)
- Student Disciplinary Hearing Authority 6.317
Alternative Education 6.319
Safe Relocation of Students 6.4081

Click here to choose a school board.

Monitoring: Review: Annually, in March	Descriptor Term: Alternative Education	Descriptor Code: 6.319	Issued Date:
		Rescinds:	Issued:

1 *General*¹

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

4 An alternative school is a short-term intervention program designed to provide educational services
5 outside the regular school program for students who have been suspended or expelled. The alternative
6 school is located in a separate facility from the regular school program.

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

11 The alternative school and/or program shall be operated in accordance with state laws and the rules of
12 the State Board of Education, and instruction shall proceed as nearly as practicable in accordance with
13 the instructional program at the student's regular school. The Director of Schools shall develop
14 procedures that provide appropriate educational opportunities for all students assigned to the
15 alternative school or program. These educational opportunities shall adhere to Tennessee's academic
16 standards.²

17 **ASSIGNMENT**

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

- 22 1. Level of supervision available;
23
24 2. Safety considerations; and
25
26 3. Type of infraction.

27 The Director of Schools/designee is not required to assign a student to the alternative school or program
28 if the student committed one of the following:

- 29 1. A zero tolerance offense;⁴ or
30

1 2. An offense of violence or threatened violence, or an offense that threatened the safety of other
2 students at the school if the location of the alternative school or program is on the same grounds
3 as the school from which the student was disciplined or assigning the student to that location
4 would endanger the safety of the students or staff.⁵

5 Consideration to assign these students to the alternative school or program will be determined by the
6 Director of Schools/designee on a case-by-case basis.

7 Prior to the assignment of the student to the alternative school or program, the Director of
8 Schools/designee shall provide written notice to the student's parent/guardian stating the reason for the
9 student's placement.⁶

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

16 The Director of Schools/designee shall monitor and regularly evaluate the academic progress of each
17 student enrolled in the alternative school.

18 **REMOVAL⁸**

19 A student may be removed from the alternative school or program if:

- 20 1. He/she violates the rules of the alternative school or program; or
- 21 2. He/she is not benefitting from the assignment and all interventions have been exhausted
- 22 unsuccessfully.
- 23

24 **ADDITIONAL OFFENSES⁹**

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

28 **TRANSITION PLAN¹⁰**

29 The Director of Schools/designee shall develop procedures regarding the implementation of transition
30 plans for the integration of students assigned to the alternative school.

Legal References

1. TCA 49-6-3402; TRR/MS 0520-01-02-.09
2. TRR/MS 0520-01-02-.09(9)(a)
3. TCA 49-6-3402(c)(1)(A)
4. TRR/MS 0520-01-02-.09(6)(a); TCA 49-6-3402(c)(1)(B)
5. TCA 49-6-3402(c)(1)(C); Public Acts of 2023, Chapter No. 279
6. TRR/MS 0520-01-02-.09(9)(i)
7. TRR/MS 0520-01-02-.09(9)(h)
8. TCA 49-6-3402(c)(2)(B)
9. TRR/MS 0520-01-02-.09(9)(g)(2)
10. TRR/MS 0520-01-02-.09(9)(m)

Cross References

Special Education 4.202
Virtual Education Program 4.212
Suspension 6.316
Student Disciplinary Hearing Authority 6.317
Special Education Students 6.500

Elizabethton City Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Attendance	Descriptor Code: 6.200	Issued Date: 03/16/23
		Rescinds: 6.200	Issued: 07/21/22

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 3. Ensuring that all school-age children attend school;
11
- 12 4. Providing documentation of enrollment status upon request for students applying for new or
13 reinstatement of driver's permit or license; and
14
- 15 5. Notifying the Department of Safety whenever a student with a driver's permit or license
16 withdraws. ²
17

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

Commented [MN1]: From TSBA:
Boards can award credit to students who take released time courses pursuant to the conditions outlined in their board policy. Previously, Boards could award one-half credit. Public Chapter 130 now allows Boards to offer one full credit for these courses. Please note that this is optional for Boards, and we have included an updated provision on this topic in our alternate version of 6.200. The highlighted language indicates additional options found in state law.

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

Monitoring: Review: Annually, in March	Descriptor Term: Corporal Punishment	Descriptor Code: 6.314	Issued Date:
		Rescinds:	Issued:

- 1 Corporal punishment shall not be used as a disciplinary measure in any school.¹
- 2 The Director of Schools shall be responsible for developing and implementing in-service training programs for teachers and staff in the use of alternative, positive measures of discipline.
- 3

Legal References

1. TCA 49-6-4104

Cross References

Code of Conduct 6.300
Student Records 6.600

Elizabethton City Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Emergency Preparedness Plan	Descriptor Code: 3.202	Issued Date: 07/21/22
		Rescinds: 3.202	Issued: 07/18/17

General

The Director of Schools shall be responsible for developing, maintaining, and acquiring board approval of the district Emergency Preparedness Plan¹ which shall include procedures for bomb threats, civil disturbances, armed intruders, earthquakes, fires, tornadoes or other severe weather, and medical emergencies.

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

FIRE AND SAFETY DRILLS

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

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

The principal shall regularly check the quantity, locations, and conditions of fire extinguishers and shall give all school personnel instructions on how to properly use fire extinguishers.

~~ARMED INTRUDER DRILLS~~ ANNUAL DRILLS⁴

The principal shall ensure that each the school safety team conducts at least one (1) armed intruder drill annually in coordination with local law enforcement.⁴ each of the following type of drills annually:

1. An armed intruder drill in coordination with local law enforcement;
2. An incident command drill; and
3. An emergency safety bus drill.

Commented [MN1]: From TSBA:

A new law that affects many aspects of school safety (Public Chapter 367) requires several policy changes. This new legislation requires an armed intruder drill, an incident command drill, and an emergency safety bus drill (policy 3.202) as well as a policy on threat assessment teams (policy 3.204). Many Boards currently maintain a policy on threat assessment teams, however, this new legislation requires that all Boards have a policy on this topic. There is also now a requirement for all exterior doors to remain locked during school hours. For events occurring after school hours, Boards can choose to create a local plan on how to admit community members. We have updated model policy 3.205 with information about the default practice found in the new legislation. Per state law, this default practice will be in effect if the Board does not include an alternate local plan.

Commented [MN2]: I think our maintenance currently checks the fire extinguishers. May need to change this to what we are currently doing. Probably need to keep the fire extinguisher training.

1 AED DRILLS

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

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

6 MEDICAL EMERGENCIES/PANDEMIC FLU⁶

7 In the event of medical emergencies, such as a pandemic flu outbreak, school officials shall cooperate
8 and consult with the local and state health departments and other local emergency or healthcare
9 providers in protecting students and the community from further infection. The Director of Schools
10 shall develop procedures for health emergencies in accordance with state law.

11 REMOTE LEARNING DRILLS⁷

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

Legal References

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

Legal References

8. TRR/MS 0520-01-02-.30(2); TCA 49-6-804; TCA 49-6-805(8)
9. TCA 68-102-137(b)
10. TCA 68-102-137(f)
11. TCA 49-6-807; Public Acts of 2023, Chapter No. 367
12. TCA 49-2-122; TCA 49-6-1208
13. TCA 49-6-3004(a), (e); TCA 49-5-404
14. TCA 49-2-139

Cross References

- ~~Emergency Closings 1.8011~~
~~Safety 3.201~~
~~Community Use of School Facilities 3.206~~

Cross References

- Emergency Closings 1.8011
Safety 3.201
Community Use of School Facilities 3.206

Elizabethton City Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Security	Descriptor Code: 3.205	Issued Date: 09/16/21
		Rescinds: 3.205	Issued: 11/19/07

General¹

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

1. Closing and securing teacher work areas when left unattended or at the end of the day;
2. Denying students permission to use the classrooms, laboratories, gymnasiums or other school facilities or equipment without appropriate staff supervision;
3. Controlling the issuance of keys;
4. Developing programs **which that** contribute to the proper care and use of school facilities and equipment; and
5. Ensuring that equipment purchased with federal funds is managed as directed by federal **and state** law.²

All exterior doors leading into a school building shall be locked at all times and access to school buildings is limited to the school's primary entrance during the school day as well as when students are present outside of regular school hours.³

The principal may call law enforcement officials in cases involving illegal entry, **building damage**, theft, or vandalism. The principal shall notify the Director of Schools **immediately** as soon as practical, but no longer than twenty-four (24) hours, after a case of **vandalism, theft, building damage, and/or illegal entry. upon discovery of vandalism, theft, building damage and illegal entry.** The Director of Schools/designee is authorized to sign a criminal complaint and press charges. The Director of Schools shall report all signing of such complaints to the Board.

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

LAW ENFORCEMENT SERVICES¹

Commented [MN1]: From TSBA:

A new law that affects many aspects of school safety (Public Chapter 367) requires several policy changes. This new legislation requires an armed intruder drill, an incident command drill, and an emergency safety bus drill (policy 3.202) as well as a policy on threat assessment teams (policy 3.204). Many Boards currently maintain a policy on threat assessment teams, however, this new legislation requires that all Boards have a policy on this topic. There is also now a requirement for all exterior doors to remain locked during school hours. For events occurring after school hours, Boards can choose to create a local plan on how to admit community members. We have updated model policy 3.205 with information about the default practice found in the new legislation. Per state law, this default practice will be in effect if the Board does not include an alternate local plan.

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

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

- 8 1. Any School Resource Officer (SRO) assigned under a MOU must be in compliance with all
9 laws, regulations, and rules of the Peace Officer Standards and Training Commission at the
10 time of assignment and remain compliant throughout his/her assignment.
- 11
12 2. As a condition of assignment, any SRO shall participate in forty (40) hours of basic training in
13 school policing within twelve (12) months of assignment. Every year thereafter, the SRO shall
14 participate in a minimum of sixteen (16) hours of training specific to school policing. All training
15 programs shall be approved by the Peace Officers Standards and Training Commission.³⁴
- 16
17 3. Any SRO assigned under the MOU remains an employee of the law enforcement agency and is
18 subject to that agency's direction, control, supervision, and discipline.
- 19
20 4. No SRO shall be assigned to a school, or continue in such an assignment, without the consent of
21 the Director of Schools.
- 22
23 5. In the event that more than one (1) SRO is assigned to a school district, the law enforcement
24 agency shall designate one (1) of the SROs as the senior SRO. The duties of the senior SRO
25 shall include, but not be limited to, the following:
 - 26 a. Representing and carrying out the policies of the law enforcement agency assigning the
27 SROs.
 - 28 b. Supervising the SROs in the performance of their duties;
 - 29 c. Consulting with the Director of Schools regarding the best use of the available resources
30 for school policing; and
 - 31 d. Resolving disputes between the SROs and students or staff members.
- 32
33 6. The MOU may be effective for any length of time, **including** continuing until terminated by the
34 parties, and may contain any reasonable notice requirement for the termination of the MOU.
35 However, the MOU shall contain a provision allowing the Director of Schools to suspend the
36 active participation of the SROs in the event that the Director of Schools believes that such
37 suspension is best for the health, safety, or wellbeing of the students or staff members
38
39
40
41
42

43 **CYBERSECURITY**⁴⁵

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

Legal References

1. ~~TCA 49-6-805(3)~~
2. ~~2 CFR § 200.313~~
3. ~~TCA 49-6-4217~~
4. ~~Public Acts of 2021, Chapter No. 335~~

Legal References

5. TCA 49-6-805(3)
6. 2 CFR § 200.313
7. Public Acts of 2023, Chapter No. 367
8. TCA 49-6-4217
9. TCA 49-6-805(9)

Cross-References

- ~~Visitors to the Schools 1.501~~
~~Inventories 2.702~~
~~Care of School Property 6.311~~

Cross References

- Visitors to the Schools 1.501
Inventories 2.702
Care of School Property 6.311



**Project On-Track: High-Dosage/Low-Ratio Tutoring Program
TN ALL Corps Community Partner Grant – TN Department of Education
Memorandum of Understanding for 2023-2024 School Year**

NISWONGER FOUNDATION Contact Person: Debra Bentley, Project Director

PARTNER/ Contact Person(s): Elizabethton City Schools
Dr. Myra Newman, Assistant Director of Schools for Academics

This agreement between the NISWONGER FOUNDATION and Elizabethton City Schools is in accordance with guidelines established by the TN ALL Corps Community Partner Grant.

The project partner, Niswonger Foundation, agrees to provide the following services in accordance with the attached budget.

Statement of Work for Elizabethton City Schools:

1. Scope of Project – Elizabethton City Schools will serve as an operational partner of Project On-Track. This partnership is expected to extend from August 1, 2023 through June 30, 2024.
2. Personnel – Dr. Myra Newman will serve as the overall project coordinator for Project On-Track activities. The document labeled Attachment #1, further describes the approved allocations and services.
3. Working Relationship – Dr. Debra Bentley, as Project Director, will serve as the primary point of contact between Niswonger Foundation and program partners. The project director will ensure this point of contact remains abreast of all developments and events.

Work to be performed

- A. Collaborate with Niswonger Foundation to develop strategies and procedures for a successful implementation of high dosage/high impact literacy tutoring for grades 1-8 at identified site(s) during the 2023-2024 school year.
 1. The district will determine site(s) where students will work with trained tutors.
 2. Site coordinator(s) will be selected to oversee project operations, participate in professional training, and supervise trained tutors. Site coordinators will receive a document “Site Coordinator’s Essential Functions” and are required to attend informational and training meetings as scheduled by Project On-Track team.

3. Tutors will be selected to work with students per TN ALL Corps guidelines at designated times determined by the school district. Tutors will receive a document “Academic Tutor’s Essential Functions”.
 4. Project On-Track staff members will provide all training for selected tutors in literacy, mathematics, and trauma-informed care practices. Tutor training sessions will be 3-6 hours depending on the content/subject area. Tutors will be compensated at their agreed upon rate of pay for completing training sessions. Tutors will be required to participate in training regarding trauma-informed care practices and any TN Department Education training with compensation provided.
 5. Site coordinators, district personnel, and Project On-Track staff members will provide coaching support for tutors in the areas of time management, classroom management, and communication so that tutoring sessions meet the needs of all students in an efficient manner.
- B.** The district will identify and select students in grades 1-8 who are struggling in the mastery of grade level academic skills and standards. Project On-Track and the school district cannot serve students in the same content area during the same tutoring cycle. Districts are requested to provide Project On-Track tutoring supports for Students With Disabilities (SWD) and English Learners. TN ALL Corps requires each district to provide the state identification number for each student served in Project On-Track for the coming year.
1. The district may use multiple sources of data and information in selecting the students who will be part of the tutoring program which can include but not limited to 2022-2023 assessment results, beginning-of-year universal screening results (prefer students below the 40th %ile), beginning-of-year assessments, district benchmark results, and teacher recommendations.
 2. Multiple data points will be collected and analyzed for each student during the length of the tutoring program through mCLASS Intervention for grades 1-3 literacy with a minimum of three data points per month in mathematics. Students receiving tutoring support in grades 4-8 literacy will be assessed through multiple measures based on the instructional materials used.
 3. Instructional activities will be tailored and adjusted based on student performance on previous items and assessments. Each student’s family will receive a quarterly progress report from the tutor identifying areas of strength and areas for focus.
- C.** Establish budget and financial oversight procedures regarding compensation for site coordinator(s) and tutors for the 2023-2024 school year.
1. Niswonger Foundation and the district’s leadership will agree to payment and compensation processes and procedures. Project On-Track requires tutors to be financially compensated based on the district’s payroll schedule as determined by each finance department.
 2. Tutors will maintain time records to be used for compensation and/or other requirements to show evidence of work per school district’s policies. Timesheets are not to be turned in to the Niswonger Foundation.
- D.** Collaborate with the external evaluation process to determine Project On-Track’s effectiveness.
1. SRI Education and the Rural Education Laboratory will lead the design and implementation of

the evaluation of the project.

2. Multiple sources of information will be analyzed by individual sites and grade level results.
3. Evaluation findings will be used to adjust program goals so that the project can progress as intended.

The following stipulations shall apply:

1. The Niswonger Foundation shall approve the purpose, administration, and supervision of all phases of the services to be provided under all parts of this agreement.
2. While Project On-Track is a multi-year project, this agreement is for the period of August 1, 2023 through June 30, 2024.
3. This agreement may be terminated by either party upon receipt of 30 days' written notice. Any change to this agreement requires an amendment with the same authoritative signatures as the original. Neither party shall have the right to assign or transfer its rights or obligations under this MOU without written consent of the other party. This agreement shall not be subject to modification or amendment except by written agreement with the appropriate authorized signatures.

Payment for Services

The funds awarded under the Project On-Track grant are available on a reimbursement basis and in accordance with payment schedule agreed to by the school district and the Niswonger Foundation. The reimbursement schedule can be monthly, quarterly, or semi-yearly. Elizabethton City Schools will send Niswonger Foundation invoices to the following individual using the contact information provided with emailing of reimbursements highly preferred:

Niswonger Foundation
ATTN: Pam Cox
223 N. Main St. P.O. Box 1508
Greeneville, TN 37744
Phone: 423.820.8181
Email: pcox@niswongerfoundation.org

Attachment #1 (Program Overview and Allocations)

Partner: Elizabethton City Schools
Contact Person(s): Dr. Myra Newman

Sites	East Side, Harold McCormick, West Side, T.A. Dugger
Tutoring Model	During school day
Number of Tutors	4
Academic Content	Mathematics
Projected Number of Students	Range of 6-12 per grade level per site
Tutor Hours	Contracted teacher schedule
Total Tutor Allocation	\$280,000.00
Annual Supply Allocation	\$7,500.00
Site Coordinator	1 @ \$4000.00 per year

ACCEPTED BY:

Dr. Nancy Dishner
President, CEO, Niswonger Foundation

Project Partner
Elizabethton City Schools

Debra Bentley
Director, Project On-Track

**Elizabethton City Board of Education
Licensed School Psychologist Contract**

This contract is made and entered by and between the ELIZABETHTON BOARD OF EDUCATION (the “Board”) and Kim Hall (the “Contractor”).

1. The Board hereby contracts with Contractor upon the terms and conditions set out herein to serve as Licensed Psychological Examiner for the Elizabethton City Schools for the time period set out below. Contractor’s specific duties shall be as directed by the Director of Schools, the Board of Education, and other employees of the Board as designated by the Director of Schools. Contractor shall, for all purposes, be considered to be an independent contractor and shall not be considered an employee.
2. The Contractor shall be compensated as follows:
 - a. Full Initial Eval. with IQ (WISC-V), Achievement, & report - \$425
 - b. Full Initial Eval. with IQ (RIAS), Achievement, & report - \$375
 - c. Reeval (RTI) with achievement only & report - \$275
 - d. IQ only eval & report - \$250
 - e. Scoring additional questionnaires, i.e., Vineland, Conner’s - \$25 each
 - f. Hourly rate of \$70/hour for modifieds, addendums, IEP meetings, extended consults, counseling services, staff development training, consultation services, court, due process, or related testimony.
3. Unless sooner terminated as provided herein, the contract shall commence on the 1st day of July, 2023, and shall terminate on the 30th day of June, 2026.
4. This contract may be terminated at any time by mutual agreement of both parties. It may also be terminated by the Contractor or the Board at any time on 30 days of written notice given by the Contractor, the Board, the Director of Schools, or the Director’s designee. This contract may also be terminated for cause by the Board or for other good causes as determined by the Board.
5. It is expressly understood by both parties that Contractor is to receive no compensation or benefits beyond those set out in this contract, including insurance, worker’s compensation, sick leave, retirement benefits, or any other benefits.
6. It is specifically understood and agreed that this contract is entered into for the time period set out above and that neither party has any obligation or expectation to renew or extend this contract after its termination.
7. Contractor agrees to follow all applicable laws, rules, and regulations of any applicable governing authority and the policies and procedures of the Elizabethton City School System, which are incorporated by reference into this contract.
8. The Board’s waiver of a breach of any provision of this contract by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor.
9. Neither party may assign its right under this contract or delegate its duties to obligations under this contract.

There are no other agreements, conditions, or understandings, either written or oral, between the parties other than those set forth or referenced herein. No amendments to this contract shall be binding upon the parties unless such shall be reduced in writing and executed by each of the parties.

ELIZABETHTON CITY SCHOOLS: CONTRACT FOR:

Kim Hall, Contractor

Director of Schools

Date

Date

Human Development Counseling

John Angelopoulos, Ed.D.

Licensed Senior Psychological Examiner-Health Service Provider #520
TN Department of Intellectual and Developmental Disabilities Approved Behavior Analyst

Contract for Professional Services
Between Elizabethton City Schools
Board of Education And John
Angelopoulos, Ed.D.
Dba Human Development Counseling

This contract by and between the Elizabethton City School Board of Education, hereinafter termed BOE, and John Angelopoulos, Ed.D. Dba Human Development Counseling (HDC), hereinafter termed the Contractor is effective from 07-01-23 through 06-30-26. Witnessed, in consideration of the mutual promises herein contained, the parties have agreed and do hereby enter this Contract, according to the following provisions.

Under the general direction of the Director of Special Education of the Elizabethton City Schools, the Contractor agrees to:

- A. Provide varied psychological services to include psychoeducational, intellectual, adaptive, and/or clinical assessments, including the completed report in keeping with current standards.
- B. Provide Behavior Support Services, including assessment, program design, and program implementation/monitoring with documentation. This does not include the provision of needed staff/aide positions within the schools to implement such programs. However, school staff assigned to such duties will be trained to implement Behavior Support interventions as needed/requested.
- C. Provide staff training and development.
- D. Provide counseling services.
- E. Attend IEP/Team program planning and review meetings as requested.
- F. Provide consultation services to staff.
- G. Maintain professional liability insurance.
- H. Provide a monthly statement for the previous month of service.
- I. Attend conferences, workshops, or seminars as available to remain abreast of issues, interventions, etc., that will maintain provided services in keeping with field/standard best practice models.

The BOE agrees to:

- A. Provide the Contractor with needed forms, testing materials, and associated supplies to fulfill the required duties in keeping with current standards.
- B. Arrange meetings whenever possible at a time conducive to all involved parties.
- C. Remit payment of monthly statements in a timely fashion.
- D. Provide an appropriate clinical environment to conduct services.
- E. Reimburse or extend costs of training/workshops, including travel, at the established rate. The attendance of such events will be approved by the Director of Special Education in advance. Attendance will be based upon the availability of the Contractor as well as BOE's availability of funds.
- F. Provide other services as mutually agreed/negotiated.

Human Development Counseling

John Angelopoulos, Ed.D.

Licensed Senior Psychological Examiner-Health Service Provider #520

TN Department of Intellectual and Developmental Disabilities Approved Behavior Analyst

The Contractor will be reimbursed for services as follows:

- A. Psychoeducational Evaluations, including intellectual assessment, administration and scoring of achievement testing, and interpretation with typed or electronic report: \$ 435.00.
- B. Psychoeducational evaluation, including intellectual assessment, not requiring administration but including scoring of achievement test with interpretation and typed or electronic report \$335.00.
- C. Psychoeducational evaluation, including intellectual assessment, not requiring administration or scoring of achievement test with interpretation and typed or electronic report: \$310.00.
- D. Intellectual or review of existing data/records of assessment without interpretation or inclusion of other evaluative procedures with typed or electronic report: \$205.00.
- E. Behavior Support Services: \$105.00 per hour.
- F. Counseling Services: \$105.00 per hourly session. No-shows or failure to give a 24-hour cancellation notice are billed for 1 hour of service unless a medical or other emergency prevents attending. This decision will be reached on a case-to-case basis.
- G. IEP meetings: \$80.00 per hour.
- H. Staff Development or Training Services: \$85.00 per hour.
- I. Consultation Services, including Educational Plan Development, modified reviews, and other tasks as requested: \$100.00 per hour with 8 hour per month minimum.
- J. Court, Due Process, or related testimony: \$115.00 per hour.
- K. Travel expenses to/from conferences, etc. per BOE policies.

The possibility of reimbursement increases will be reviewed annually at the end of each contract year. The Contractor will be responsible for fees associated with the continuation of practice license and malpractice liability fees. The Contractor will maintain such licenses and or certifications as required by the State of Tennessee to provide the above-listed services current. The Contractor will provide the BOE with copies of these documents as requested. Provided services will maintain HIPAA compliance. All HDC independent subcontract staff will comply with ECS policies regarding background checks.

Human Development Counseling

John Angelopoulos, Ed.D.

Licensed Senior Psychological Examiner-Health Service Provider #520

TN Department of Intellectual and Developmental Disabilities Approved Behavior Analyst

Our signatures below indicate that the above agreements are satisfactory to all involved parties. The agreement may be modified or terminated given a 60-day written notice by either party. All agreed modifications will be reduced to writing.

John Angelopoulos, EdD

Date

ECS BOE Representative

Date

P



Community College Academic Contract Routing Confirmation Review and Approval

TENNESSEE BOARD OF REGENTS

OBF-PURCH-CC-ACADEMIC Revision: 6/2/2016

Date Logged	06/23/2023
Institution Contract Number	AY 23 Elizabethton City Schools
TBR Contract Number	112114

Rush? no	N/A
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Institution	NESCC
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	DocuSigned by: <i>Rachel Moon</i> 2023-06-23 8:09 AM CDT
Department Approval	DocuSigned by: <i>Connie Marshall</i> 2023-06-23 6:23 AM PDT
Institution's Purchasing and/or Contracts Office	DocuSigned by: <i>Jeff McLeod</i> 2023-06-23 10:03 AM CDT
STEP 2: TBR APPROVAL	
Academic Affairs	DocuSigned by: <i>Thomas Sewell</i> 2023-06-23 10:04 AM CDT
Contracts and Reporting	DocuSigned by: <i>Jonathan Blackwood</i> 2023-06-23 2:55 PM CDT
General Counsel	DocuSigned by: <i>Chloe T. Shafer</i> 2023-06-23 3:56 PM CDT
STEP 3: THE AGREEMENT WILL BE FORWARDED TO APPROPRIATE VICE CHANCELLOR FOR REVIEW AND APPROVAL.	

Comments:

Provide the name, title, and email of individuals that will be signing for the contractor as well as individuals who need to be copied:

This agreement has been reviewed by Dr. Tom Sewell and approved on 6.21.2023.

Richard VanHuss, Director of Schools, richard.vanhuss@ecschools.net

Dr. Flora Tydings, Ed.D., Chancellor, flora.tydings@tbr.edu

TBR CONTRACT SUMMARY SHEET**Institution Contact Data**

Name: Rachel Moon	Email: rdmoon@northeaststate.edu	Phone No. (423) 323-0221
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Vendor Contact Data

Vendor Address: 804 South watauga Avenue Elizabethton, TN 37643	Contact Name: Richard VanHuss
Contact Phone: 423-547-8000	Contact Email: richard.vanhuss@ecschoo1s.net
Vendor/Parent Company outside USA? yes or <input checked="" type="checkbox"/> no	If yes, list country:

Purpose of Contract:

Dual Enrollment Agreement

Contract Type: Memorandum of Understanding**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): 5
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Contract Financial Information

Type: <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> No Cost	Payment Frequency: Annually
Amount per Year: 79971.00	Amount w/all renewals: 5
Funding Source: Institution Funds	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 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: 06/23/2023
Procurement Method: N/A	Available for System- Wide Use: NO If Other, list eligible entities: N/A
Ethnicity: Select One	

Contract Monitoring

Contract requires monitoring? yes or <input checked="" type="checkbox"/> 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 Community Colleges
Between
Northeast State Community College
and
Elizabethton City Schools**

This Dual Enrollment Agreement (“Agreement”), by and between Northeast State Community College (“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”).

Dual Enrollment Courses must be:

- 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.

Eligible students (“Students”) must be enrolled as 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 course’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 High School Programs Office at Northeast State Community College:

- A completed application for admission signed by the Student;
- Required signatures from Student and parent or legal guardian of the Student.
- A form of identification
- A high school transcript
- ACT scores if applicable

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 with a Master’s degree and eighteen (18) graduate level hours in the teaching area is the instructor for the Dual Enrollment Course for any general education course.
- Will provide a mandatory orientation session on the main campus or via videoconference for all adjunct faculty.
- Reserves the right to schedule an observation of all Dual Enrollment Courses held on the campus(es) of the High School by the Institution’s Dean or faculty mentor 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.

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 coordinator 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 the Dual Enrollment Lottery Grant or any other TSAC grants available to pay for Dual Enrollment Courses.

A.4. The Institution and the Board of Education/School System shall:

- Agree to follow the College's Policy 03:05:04 Academic, Non-Academic, and Classroom Misconduct as it pertains to Classroom Misconduct, Disruptive Behavior, Academic Misconduct, and Non-Academic Misconduct. That is, an instructor has the right to temporarily remove a disruptive student from a classroom.
- Agree that should a student be temporarily removed in the high school setting due to classroom misconduct or disruptive behavior, he/she will be immediately referred to designated high school disciplinary personnel and provided re-entry only with aforementioned personnel's written permission.
- Agree that dually enrolled students in the high school setting are subject to the College's policy as it relates to plagiarism, cheating, and other forms of academic misconduct.
- Agree that the implementation regulations pertaining to discipline and conduct of students, ensures the constitutional rights of students by affording a system of constitutionally and legally sound procedures, which provide the protection of due process of law. Northeast State has enacted policies, which are in compliance with TBR Policy 3:02:01 00, as well as all state and federal law. All disciplinary procedures are affirmatively communicated to the faculty, staff, and students of the institution as well as published in appropriate websites, handbooks, or manuals.

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 are 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. For Dual Enrollment Courses held at Institution's facilities, the per Student cost per Dual Enrollment Course shall be equal to the per student cost that the Institution has set as the per student cost for enrollment in such course by other students of the Institution (the "Institution's Class Cost"). The Institution's Class Cost includes the cost of providing the instructor, classroom space, all maintenance and mandatory fees, textbooks and other class materials. The Institution's Class Cost will not include any fees that the Tennessee Higher Education Commission has determined may not be charged for Dual Enrollment Courses. The parties acknowledge that the per student enrollment cost for each course the Institution offers, and all fees are approved by TBR and available for review by High School upon request.
- C.6. 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 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. Connie Marshall
Vice President for Academic Affairs
Northeast State Community College
2425 Highway 75
Blountville, TN 37617

The School System:

Mr. Richard Van Huss
Director of Schools
Elizabethton City Schools
804 South Watauga Avenue
Elizabethton, TN 37643

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.

Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from action or omissions of itself or those for whom it is legally responsible, relating to or arising under this Agreement.

IN WITNESS WHEREOF:

ELIZABETHTON CITY SCHOOLS:

Richard Van Huss, Director of Schools Date

NORTHEAST STATE COMMUNITY COLLEGE:

Connie Marshall, Ed.D., Vice President Date
Academic Affairs

Jeff McCord, Ed.D., President Date

TENNESSEE BOARD OF REGENTS:

Flora W. Tydings, Ed.D., Chancellor Date

CONTRACTUAL AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2023, by and between Elizabethton City Schools, (herein referred to as "Board of Education"), 804 South Watauga Ave, Elizabethton, TN 37643, and Deborah L. Curlee Communication Consultants, LLC, d/b/a Sidekick Therapy Partners, P.O. Box 32652, Knoxville, TN 37930-2652 (herein referred to as "Sidekick".)

WHEREAS, Board of Education is subject to and does operate in accordance with the requirements of the Individuals with Disabilities Education Act; and

WHEREAS, Board of Education has the authority to contract for services from suitable agencies having appropriate programs, capacity, and competence where necessary to provide appropriate special education services to students; and

WHEREAS, Board of Education, in order to provide a proper, comprehensive, and well implemented special education program, finds it desirable to contract for these services through an outside agency; and

WHEREAS, Sidekick is an agency having appropriate programs, capacity and competence to provide certain special education services for children who are the responsibility of the Board of Education.

NOW, THEREFORE, in consideration of the mutual benefits to be received by both parties hereto and certain other consideration, some of which is hereafter set out, and the sufficiency of all which is hereby acknowledged, Board of Education and Sidekick agree as follows:

The term of this agreement shall be for the 2023 - 2024 school year.

1. Elizabethton City Schools shall develop an Individualized Educational Program (IEP) which will be specifically designed to meet the unique needs of each child enrolled with provision for all support materials, equipment and services necessary for their education and which meets the requirements of State and Federal regulations and law. This special education program that is the responsibility of the Board of Education shall include:

- (a) A statement of the child's present levels of educational performance.
- (b) A statement of the annual goals which describe the educational performance to be achieved by the end of the school year.
- (c) A statement of short-term instructional objectives.
- (d) A statement of the specific educational related services needed by the child.
- (e) The date when these services will begin and the length of time the services will be given.
- (f) A description of the extent to which the child will participate in regular education programs, if any.
- (g) A justification for the type of educational placement which the child will have.
- (h) The persons responsible for the implementation of the IEP.
- (i) Objectives, criteria, evaluation procedures, and schedules for determining on at least an annual basis, whether the short-term instructional objectives are being achieved.
- (j) Progress reports shall be sent to the parents every 9 weeks.

(k) The programs of the child shall not be terminated without an IEP Team meeting which results in agreement eligibility or non-eligibility services on the IEP.

2. The Board of Education ensures that the rights and privileges available to children attending schools of the Board of Education shall be available to the children served by Sidekick, including the process procedures, protection in evaluation procedures, least restrictive environment, and confidentiality of information. Sidekick and the Board of Education acknowledge and agree that Sidekick is not rendering services under this agreement in any facility owned or leased by Sidekick and that such services will be rendered only in the schools or other locations agreed upon by Sidekick and the Board of Education.

3. (a) Board of Education agrees----for as long as Sidekick therapists are available to serve Board of Education's TennCare-covered, eligible, and qualified students ("TennCare Students") at the therapist's assigned school location----that Sidekick will be the sole and exclusive provider of therapy services at that school location for any TennCare Students whose therapy services are billed to a TennCare insurance company ("MCO").

(b) Board of Education agrees that Sidekick will be the sole and exclusive provider of therapy services to TennCare Students that are billed to any TennCare MCO at the school locations(the "School Locations") where Sidekick provides services as well as another other school locations where Sidekick's therapist's may be requested to provide services in the future. School Locations shall be mutually agreed upon by Sidekick and Board of Education.

Board of Education will refer all TennCare Students at the School Locations to Sidekick for services that can be billed to a TennCare MCO and will not serve such students with its own employees. If Sidekick's therapists do not have time available on their schedule to serve the referred TennCare Student, Sidekick will promptly notify Board of Education that Sidekick cannot provide services. Upon receipt of such notification, Board of Education may begin serving such student with Board of Education employees and---after Sidekick has declined services due to lack of therapist availability---may also bill the TennCare MCO for such services.

(c) Any Sidekick speech and language services will be provided by qualified speech-language pathologists ("SLP" or "SLPs") who have a Master's Degree and their Certificate of Clinical Competency or are completing their Clinical Fellowship period. All Sidekick kick SLPs are licensed or registered as healthcare providers with the State Department of Health Board of Communication Disorders and Sciences. SLPs may be referred to individually as a "Therapist" or collectively as "Therapists".

Sidekick will make reasonable commercial efforts to meet the anticipated TennCare and "school pay" caseload at the School Locations. If Sidekick cannot provide a sufficient number of therapists at a specific school to meet the caseload at that location, then either Sidekick or Board of Education may reduce Sidekick's services at the affected school to the extent Sidekick therapists are not available to serve that specific location. In the case of such a reduction at a specific school location due to the lack of availability of Sidekick therapists, Board of Education therapists may serve the TennCare Students previously served by Sidekick (or who cannot be served by Sidekick) and may bill the TennCare MCO for services to those students.

(d) As the school year progresses, Board of Education agrees that it will promptly assign other TennCare Students at the School Locations to Sidekick who have therapy services specified in their IEPs,

when and to the extent such TennCare Students become available. (The purpose of such assignments throughout the year is to maintain or expand the caseload of Sidekick's therapists in the School Locations.)

(e) With respect to TennCare Students in the School Locations served by Sidekick therapists, Board of Education agrees that it will not refer those students to any other provider or third party TennCare billing / consulting company ("Other Providers"). It is the intention of the parties that Sidekick will continue to work with Board of Education to obtain TennCare MCO authorizations for services, Doctors Orders/IEP Signature Pages, IEPs, Parental Consents to release the IEP, and the like, in connection with all of the TennCare Students Sidekick serves in the School Locations and that any arrangements the Board of Education has with Other Providers will not interfere with Sidekick's services under this Agreement or interfere with Sidekick's therapists serving their own caseload in the School Locations. In the event Sidekick cannot serve a TennCare Student due to the lack of availability of a Sidekick therapist, then Board of Education may refer such student to Other Providers for assistance in dealing with the TennCare MCO in connection with services to be provided by Board of Education's own therapists.

4. Mileage and "School Pay" Services:

Sidekick provides the following services to TennCare-eligible students at **no cost to the School District**:

- Direct Therapy
- TennCare evaluations
- 9-week progress reports

Sidekick **charges a fee ("School Pay fee")** for any of the following services, at the District's option:

- Direct therapy for non-TennCare eligible students
- Evaluations for non-TennCare eligible students
- Progress reports for non-TennCare eligible students
- Initial eligibility testing
- Case management (e.g., setting up IEP meetings, sending out teacher observations, permission to test forms)
- Consultations with parents and teachers beyond 15 minutes
- Any additional testing required for 3-year re-evaluations
- Screenings
- Entering IEP information into EdPlan
- Participation in IEP meetings when there is no school therapist, and on a case-by-case basis
- Sidekick also charges a fee for miles traveled by therapists beyond the distance from their home to Sidekick, based on actual distance traveled and logged.

Generally, Sidekick does **not provide** the following services:

- Participation in IEP meetings if there is a school therapist
- Completion of state-related eligibility documents if there is a school therapist
- Completion of SSI documentation (however, Sidekick can provide our reports as input for this)

When appropriate for the student's individual needs, and as agreed to by the IEP team, Sidekick prefers to provide:

- 1:1 direct therapy in 20-minute sessions (vs. 30-minute sessions) for TennCare-eligible students
 - (Note: School Pay student groups are typically seen in 30-minute sessions)
- (a) Board of Education will pay Sidekick a mileage reimbursement rate of forty (40) cents per mile per therapist per day, during the regular school year and during the school summer session (if Sidekick is requested to provide summer services). Mileage shall be calculated as (i) the distance between Sidekick's Knoxville office and the schools that Sidekick can serve in Elizabethton City or (ii) the distance between the residence of Sidekick's therapist and the schools served, whichever is less. Such mileage reimbursement rate also includes any travel within Elizabethton City if Sidekick's therapist is traveling to more than one school in a day.
- (b) At Board of Education's request and as mutually agreed by Sidekick, "school pay" services may be provided for students whose services cannot be billed to a TennCare MCO. These services can be provided in-person or via teletherapy and, any activity not reimbursed and required by TennCare, will be billed at the School Pay rate, including but not limited to (i) clinical services in individual or group therapy sessions (as requested) and evaluations or re-evaluations, and (ii) "educational" services (as requested) not covered by TennCare MCOs or other insurance companies. Board of Education will pay:
- a. For any such clinical School Pay services with an in-person therapist, Board of Education will pay: **\$75.00 per hour for speech-language therapy services (or \$18.75 for any 15-minute increment thereof)**
 - b. For any such clinical School Pay services with a teletherapist, Board of Education will pay: **\$95.00 per hour for therapy services (or \$23.75 for any 15-minute increment thereof).**
- (c) Sidekick's providing "school pay" services (if requested by Board of Education) is subject to mutual agreement of the parties and the availability of Sidekick's therapists to provide such services after giving priority to and serving their caseload of TennCare-covered students. Board of Education understands and agrees that since Board of Education is under no obligation to request "school pay" services under this Agreement that if and when such services may be requested, Sidekick's therapists may have limited or no time available to provide such services.
5. Sidekick will submit monthly invoices for mileage reimbursements with the Board of Education agreeing to reimburse Sidekick within 30 days of the date of receipt of the invoice
6. Sidekick agrees to provide professional liability coverage for its employees serving Board of Education during the term of this agreement.
7. Board of Education will provide Sidekick with consent forms to begin the process of determining if students qualify for services. Board of Education will provide services until notification has been provided by Sidekick that eligibility in TennCare is legitimate and has been approved for authorization. Board of Education will furnish Sidekick with each student's IEP (a copy) goals by the start of the school year, so that the goals are clearly communicated to Sidekick's staff. If Board of Education does not furnish copies of IEP goal sheets by the start of the school year, and Sidekick's therapists have to pull and copy such IEPs to have before serving such children, a charge of \$6 will be charged to Board of Education to defray the cost of locating and copying such materials.

8. Sidekick shall submit to the Board of Education reports specifying the progress of each child in achieving the short term objectives specified in his/her IEP. Sidekick will update goals and objectives for each student served, at least, every nine weeks or as deemed necessary on Board of Education forms. There will be no charge for progress reports prepared for TennCare-covered students.
9. Sidekick will be responsible for all TennCare paperwork of qualifying children.
10. Board of Education agrees that, should a child's therapy or language therapy sessions submitted to TennCare be denied for eligibility or changing TennCare carriers that they will reimburse Sidekick at \$20.00 per session for no more than 5 such sessions per child. Sidekick will immediately stop serving such children if, for any reason, there is a denial of their TennCare coverage, and it will be the Board's responsibility to have its own therapist incorporate such child into their school caseload.
11.
 - (a) Sidekick shall require all current employees providing services to the Board of Education under this contract to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and/or the Federal Bureau of Investigation prior to permitting the employee to have contact with school children or enter the school grounds.
 - (b) Sidekick will not allow an employee providing services to the Board of Education under this contract to come in direct contact with school children or enter the grounds of a school when children are present until the criminal history records check has been conducted.
 - (c) Sidekick shall not allow an employee providing services to the Board of Education under this contract to come in direct contact with school children or with children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records check indicates the employer or employee has been convicted of an offense that is classified as a sexual offense or the employee has been convicted as a violent sexual offender as defined in Tennessee Code Annotated § 40-39 - 2002.
12. Sidekick agrees to hold the Board of Education harmless on account of any and all claims by third parties for damages due to personal injuries or property damage, arising from a school child using any premises owned or leased by Sidekick, including the use of materials provided by Sidekick for such child, except when such injuries or damages arise in whole or in part on account of the acts or omissions or negligence of the Board of Education. Any obligation of Sidekick to indemnify and hold the Board of Education harmless is limited to the terms of Sidekick's applicable liability insurance.
13. With respect to services provided by Sidekick to school children under this contract, Board of the Education and Sidekick will work cooperatively to ensure that the rights and privileges available to children attending schools of the Board of Education shall be available to children served by Sidekick, including, to the extent applicable to Sidekick and the services provided to the Board of Education under this agreement, due process procedures, protection in evaluation procedures, least restrictive environment, and confidentiality of information.
14. If Board of Education recommends and Sidekick agrees that teletherapy is the best option for a student, Board of Education may request that Sidekick provide teletherapy services to that student in the home or in school. Sidekick will provide services to the student throughout the year, including over

holidays/breaks, if able to schedule. Consistent with students who are seen in-person in school, Sidekick will charge TennCare (in the case of a student covered by TennCare) or will charge Board of Education (in the case of a student not covered by TennCare) for these teletherapy sessions. For students seen by Sidekick via teletherapy not covered by TennCare, Sidekick will charge Board of Education as noted in section four. Sidekick will submit monthly invoices for teletherapy services rendered, with the Board of Education agreeing to reimburse Sidekick for such charges within 30 days of receipt of the invoice.

In the event that teletherapy services are agreed upon, Sidekick agrees to update schedules on a quarterly basis. This allows for moving children who qualify for TennCare to 20-minute sessions and billing TennCare for such sessions, rather than the school.

Board of Education agrees to:

- Provide initial eligibility testing. Sidekick does not complete initial eligibility testing via teletherapy.
- Provide one Educational Assistant (“EA”) per school to assist with pulling students from class and placing them in front of a school-provided computer in a quiet room or with school-provided headphones for therapy, pulling another student if the one scheduled is absent or unavailable.
- Provide Sidekick therapist with a detailed schedule of students to be seen at exact times within two weeks of engaging Sidekick for teletherapy. If serving students via “school pay,” Sidekick will not see students in groups of more than three at a time.
- Keep an open line of communication between the EA and Sidekick therapist to let the therapist know about tardiness, absences, etc. within a reasonable timeframe and with sufficient notice.
- Schedule students for make-ups when student is unable to attend the originally scheduled session.

Teletherapy cancellation policy:

- If school is in session and teletherapy sessions are cancelled due to reasons outside of Sidekick control (i.e. EA unavailable, field trip, assembly, etc.) and other kids are not able to be scheduled, Sidekick will charge \$75.00 per hour (or \$18.75 for any 15-minute increment thereof).

15. If due to a change in applicable law or regulation or the interpretation thereof by any court, government agency, authority, or other entity that renders any provision of this Agreement unlawful, unenforceable, economically or administratively impracticable or difficult of performance (a “Law Change”), the parties shall initiate good faith negotiations to amend this Agreement to eliminate the adverse effects of such Law Change. If either party determines that the parties are unlikely to agree upon and make alterations to this Agreement to eliminate the adverse effect of the Law Change, or alternatively, either party determines that alterations to meet such requirements are not commercially practicable, reasonable, and satisfactory, then such party may terminate the Agreement on thirty (30) days prior written notice to the other party. A “Law Change” also includes any change by (i) a Federal, State, or local legislative, regulatory, judicial, or administrative authority, or (ii) any TennCare Managed Care Organization (“MCO”) or other third party payor with respect to: clinical or other services provided pursuant to this Agreement, MCO requirements regarding eligibility or qualification for healthcare services, MCO procedures for authorizing, approving, billing or providing payment for healthcare

services (including the amount of payment or method of payment), or any other changes that adversely affect the arrangements and services provided to school system students pursuant to this Agreement.

16. School system will not employ or receive services, either directly or indirectly (including services provided through a third party), from any therapist formerly employed by Sidekick for one year following the termination or expiration of this Agreement or cessation of such therapist's employment with Sidekick, whichever is earlier.

17. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed facsimile or email transmission shall be as effective as delivery of a manually executed counterpart.

18. Board of Education acknowledges that Sidekick is recruiting and assigning therapists in anticipation that they will be providing services to school system for the entire public school year and that this agreement will continue for the entire school year. Accordingly, in the event of a breach of this Agreement, either party (the "Sending Party") may terminate this Agreement, provided the Sending Party (i) has given the other party (the "Receiving Party") prior written notice sent by first class registered or certified mail (return receipt requested) detailing the basis for the proposed termination and specifying the scheduled termination date, and (ii) has given the Receiving Party an opportunity to provide a reasonable remedy or cure within 10 business days after receipt of the notice. If the Receiving Party fails to provide a reasonable remedy or cure, then the Agreement will terminate, and if the cause is remedied or cured to within 10 business days to the reasonable satisfaction of the Sending Party, then the notice will be deemed to be withdrawn and the contract will continue as if no notice had been given. The parties agree to work together in good faith to effect a remedy or cure of any matter that is the subject of a notice pursuant to this paragraph and to keep the other party fully informed: regarding the Receiving Party's corrective action plan, the status of any corrective actions by the Receiving Party, and whether the planned or completed corrective actions are reasonably satisfactory to the Sending Party.

19. Sidekick and Board of Education agree to work cooperatively and maintain open communications so that any concerns, questions, or issues ("Issue") that may arise are identified, promptly communicated to the other party, and resolved through discussions and corrective action. If any Issue arises, the affected party (the "Affected Party") will promptly send an email to the other party (the "Receiver") describing the matter and requesting the Receiver to take corrective action as expeditiously as practicable. Upon completion of the corrective action, the Receiver will send a "close out" email to the Affected Party, confirming that corrective action has been taken. The Issue will be considered resolved unless Affected Party sends a reply email to the Receiver within 15 days stating that the Issue remains unresolved, in which case the parties will consult regarding the resolution of the Issue.

20. **DISCRIMINATION:** No person shall on the grounds of race, color, national origin, sex, age or ability to pay, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity operated by Sidekick or the Board of Education, it being the intention of Sidekick and the Board of Education to bind all agencies, disbursing units, or organizations, operating under its jurisdiction and control to fully comply with and abide by the spirit and intent of the Civil Rights Act of 1964. Sidekick shall not discriminate against any applicant for employment because of race, color, religion, or natural origin.

In Witness Thereof:

Richard VanHuss, Director
Elizabethton City Schools

Date

Justin Graham, President
Deborah L. Curlee Communication Consultants, LLC
dba Sidekick Therapy Partners

Date

History Log

Elizabethton (101) Public District - FY 2024 - CTE Perkins Basic - Rev 0 - History Log

Attention Needed	Date	User	Status (S)/Comment (C)	S/C
<input type="checkbox"/>	7/18/2023 7:44:39 AM	Richard Vanhuss	Agreed to "By submitting this automated application, the local education agency representatives assure that the application will be authorized by the board of education of the local education agency, and the undersigned representatives have been duly authorized by formal action of the board to file this application for, and on behalf of, the local education agency, and otherwise to act as the authorized representatives of the local education agency in connection with this application. By submitting this automated application, the local education agency is acknowledging that it understands and agrees to abide by the applicable assurances attached to this application."	C
	7/18/2023 7:44:39 AM	Richard Vanhuss	Status changed to 'LEA Authorized Representative Approved'.	S
	7/18/2023 7:19:54 AM	Beth Wilson	Status changed to 'LEA Fiscal Representative Approved'.	S
	7/17/2023 2:09:52 PM	Brian Culbert	Status changed to 'Draft Completed'.	S
	7/3/2023 11:30:44 AM	Candi Collier	Status changed to 'TDOE CTE Perkins Basic Reviewer Returned Not Approved'.	S
<input type="checkbox"/>	7/3/2023 11:30:39 AM	Candi Collier	<p>Your updated allocation appears in your budget. Please adjust as necessary. We will be reallocating FY23 funds in October.</p> <p>At the bottom of eligibility page, there is a check box to mark that you have read and agree to the updated Perkins assurances. Please sign the document and upload. Wet signatures or Adobe date time stamp signatures are acceptable. Typing in the name is not an acceptable signature.</p> <p>Your action steps do not require any changes.</p>	C
	6/1/2023 1:03:26 PM	Karen Rogers	Status changed to 'TDOE CTE CORE Consultant Approved'.	S
<input type="checkbox"/>	5/30/2023 11:16:21 AM	Richard Vanhuss	Agreed to "By submitting this automated application, the local education agency representatives assure that the application will be authorized by the board of education of the local education agency, and the undersigned representatives have been duly authorized by formal action of the board to file this application for, and on behalf of, the local education agency, and otherwise to act as the authorized representatives of the local education agency in connection with this application. By submitting this automated application, the local education agency is acknowledging that it understands and agrees to abide by the applicable assurances attached to this application."	C
	5/30/2023 11:16:21 AM	Richard Vanhuss	Status changed to 'LEA Authorized Representative Approved'.	S

Attention Needed	Date	User	Status (S)/Comment (C)	S/C
	5/30/2023 11:11:21 AM	Beth Wilson	Status changed to 'LEA Fiscal Representative Approved'.	S
	5/30/2023 10:35:20 AM	Brian Culbert	Status changed to 'Draft Completed'.	S
	5/15/2023 6:49:13 AM	Karen Rogers	Status changed to 'TDOE CTE CORE Consultant Returned Not Approved'.	S
<input type="checkbox"/>	4/27/2023 11:25:20 AM	Richard Vanhuss	Agreed to "By submitting this automated application, the local education agency representatives assure that the application will be authorized by the board of education of the local education agency, and the undersigned representatives have been duly authorized by formal action of the board to file this application for, and on behalf of, the local education agency, and otherwise to act as the authorized representatives of the local education agency in connection with this application. By submitting this automated application, the local education agency is acknowledging that it understands and agrees to abide by the applicable assurances attached to this application."	C
	4/27/2023 11:25:20 AM	Richard Vanhuss	Status changed to 'LEA Authorized Representative Approved'.	S
	4/27/2023 10:14:38 AM	Beth Wilson	Status changed to 'LEA Fiscal Representative Approved'.	S
	4/27/2023 9:49:58 AM	Brian Culbert	Status changed to 'Draft Completed'.	S
	3/9/2023 9:19:13 AM	Brian Culbert	Status changed to 'Draft Started'.	S
	3/1/2023 9:05:08 AM	Spencer Yonce	Status changed to 'Not Started'.	S

Overview

Elizabethton (101) Public District - FY 2024 - CTE Perkins Basic - Rev 0 - Overview

User Access

The LEA roles are assigned by the LEA User Access Administrators listed in the ePlan Address Book or by the ePlan.Help@tn.gov team.

[Click here to access the LEA user access form.](#)

Workflow and Notifications

Not Started	The application cannot be edited until the draft is started.
Draft Started	The LEA CTE Perkins Basic Director, LEA Fiscal Representative or LEA Authorized Representative can edit the application in the draft or revision started status.
Draft Completed	The LEA CTE Perkins Basic Director can click Draft Completed (or Revision Completed for revisions)
LEA Fiscal Representative Approved or Not Approved	The LEA Fiscal Representative can click approved or not approved.
LEA Authorized Representative Approved or Not Approved	The LEA Authorized Representative can click approved or not approved.
TDOE CTE CORE Consultant Approved or Not Approved	The TDOE CTE Perkins Basic Director can click Approved or Not Approved.
TDOE CTE Perkins Basic Reviewer Approved or Returned Not Approved	R7 - C2

Resources

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

TDOE Contacts

CTE Team	Stephanie.Kelly@tn.gov Candi.Collier@tn.gov
District Technology (SSO Support)	DT.Support@tn.gov
User access or Technical Assistance	ePlan.Help@tn.gov

Allocations

Elizabethton (101) Public District - FY 2024 - CTE Perkins Basic - Rev 0 - Allocations

(1)	CTE Perkins Basic	Total
Original	\$41,597.18	\$41,597.18
Reallocated	\$0.00	\$0.00
Additional	\$0.00	\$0.00
Released	\$0.00	\$0.00
Consortium	\$0.00	\$0.00
Forfeited	\$0.00	\$0.00
FER Released	\$0.00	\$0.00
Total	\$41,597.18	\$41,597.18

Required Contacts

This page is currently not accepting Contacts.

Elizabethton (101) Public District - FY 2024 - CTE Perkins Basic - Rev 0 - CTE Perkins Basic

Overview of the CIP Improvement Plan

Purpose: As mentioned in Section II (d)(3) of the Strengthening Career and Technical Education in Tennessee, each LEA will be assessed using the indicators of performance on an annual basis.

If an LEA does not meet the performance target level with at least safe harbor for consecutive years, the recipient will be required to take additional actions for the purpose of addressing identified gaps and improving student performance. The LEA will be required to budget no less than 5% of the basic allocation for the purpose of addressing identified gaps, improving student performance, and supporting actions to improve missed indicators of performance.

The definitions of the secondary indicators:

Indicator 1S1: 4-Year Graduation Rate

Indicator 2S1: Academic Proficiency in Reading/Language Arts

Indicator 2S2: Academic Proficiency in Mathematics

Indicator 2S3: Academic Proficiency in Science

Indicator 3S1: Postsecondary Placement

Indicator 4S1: Non-traditional Program Enrollment

Indicator 5S3: Program Quality through Work-Based Learning (WBL)

Indicator 5S4: Program Quality through "Ready Graduate" Attainment

Safe Harbor: The Department will continue to utilize the practice of "Safe Harbor" when evaluating eligible recipient performance.

Safe Harbor is used to describe actual performance which is equal to or above 90% of the performance level target.

An eligible recipient may meet a performance level target through Safe Harbor if the actual performance is 90% or higher of the performance level target for the indicator and the LEA made meaningful progress (.5 growth) toward the State Determined Performance goal during the reporting year.

Corrective Actions in Year 1 - During the first year after an LEA is identified as not meeting a performance level target, the recipient must update the Department in the annual summary report to address each indicator in which 90% of the performance level target was not achieved. In the subsequent year, if an LEA meets the 90% level for each indicator, then no improvement plan will be required.

Corrective Actions in Year 2 - During the second year after an LEA is identified as not meeting a performance level target, the LEA must file an improvement plan with the Department that addresses each indicator in which 90% of the performance level target was not achieved in two consecutive years. The LEA will also be required to budget no less than 5% of the basic allocation for the purpose of addressing identified gaps, improving student performance, and supporting actions outlined in the improvement plan. Department staff will continue to provide technical assistance toward meeting the performance indicators that are not in compliance. In the subsequent year after the improvement plan is filed, if the LEA meets the 90% level for each indicator, then no improvement plan will be required for the next year.

Instructions

In the table below, you'll see your LEA's district performance level and the state determined level of performance for both 2020-21 and 2021-22.

If an indicator is missed for two consecutive years, it will be marked as false in the last column of the table.

For Indicators where the LEA was missed for two consecutive years, review the items below the table. Subgroups and career clusters where the indicator was not met are provided. (If the indicator requirement was met, the items below the table are disabled for that indicator and no LEA action is needed)

In the budget section, you will tag the action step that aligns to the CIP improvement action. These budgeted amounts are displayed for each indicator below.

For each indicator missed in two consecutive years, you'll enter which subgroups missed the indicator and describe actions that will lead to improving the indicator and subgroup performance.

FY21 and FY22 CIP Data has been uploaded in TNShare. To access data in TNShare, Log into SSO then select the TNShare tile. The file path is 2022-2023 Documents > CTE Director > 2022-23 CIP Data - For issues with SSO or to request the TNShare tile, please contact DT.Support@tn.gov

District Performance

	District Performance Level, SY2020-21	State Determined Level of Performance (SDLP) SY2020-21	District Performance Level, SY2021-22	State Determined Level of Performance (SDLP) SY2021-22	SDLP Met For Both Years?
1S1	96.99%	96.50%	95.21%	97.00%	TRUE
2S1	43.22%	41.20%	50.29%	42.60%	TRUE
2S2	28.29%	36.80%	29.08%	39.30%	FALSE
2S3	23.51%	51.40%	31.85%	53.60%	FALSE
3S1	93.65%	81.70%	95.10%	82.80%	TRUE
4S1	48.06%	29.90%	46.69%	30.40%	TRUE
5S3	20.48%	9.40%	36.30%	12.50%	TRUE
5S4	48.53%	39.20%	41.57%	46.10%	TRUE

1S1 | Graduation Rate Indicator Met

Identify student subgroups not meeting SDLP

Gender	Race Ethnicity	Special Population	Career Cluster

Budget for 1S1 Graduation Rate

\$ Amount

The amount box auto-populates based on the items tagged for 1S1 from the Budget Page.

* Outline the Action Step(s) to be taken to achieve SDLP.

2S1 | Reading/Language Arts Indicator Met

Identify student subgroups not meeting SDLP 2S1

Gender	Race/Ethnicity	Special Population	Career Cluster

Budget for 2S1 Academic Proficiency in Reading/Language Arts

\$ Amount

The amount box auto-populates based on the items tagged for 2S1 from the Budget Page.

* Outline the Action Step(s) to be taken to achieve SDLP.

2S2 | Mathematics Indicator Met

Identify student subgroups not meeting SDLP 2S2

Gender	Race/Ethnicity	Special Population	Career Cluster

Budget for 2S2 Academic Proficiency in Mathematics

\$ Amount

The amount box auto-populates based on the items tagged for 2S2 from the Budget Page.

* Outline the Action Step(s) to be taken to achieve SDLP.

2S3 | Science Indicator Met

Identify student subgroups not meeting SDLP 2S3

Gender	Race/Ethnicity	Special Population	Career Cluster

Budget for 2S3 Academic Proficiency in Science

\$ Amount

The amount box auto-populates based on the items tagged for 2S3 from the Budget Page.

* Outline the Action Step(s) to be taken to achieve SDLP.

3S1 | Postsecondary Placement Indicator Met

Identify student subgroups not meeting SDLP 3S1

Gender	Race/Ethnicity	Special Population	Career Cluster

Budget for 3S1 Postsecondary Placement

\$ Amount

The amount box auto-populates based on the items tagged for 3S1 from the Budget Page.

* Outline the Action Step(s) to be taken to achieve SDLP.

4S1 | Nontraditional Program Enrollment Indicator Met

Identify student subgroups not meeting SDLP 4S1

Gender	Race/Ethnicity	Special Population	Career Cluster

Budget for 4S1 Non-traditional Program Enrollment

\$ Amount

The amount box auto-populates based on the items tagged for 4S1 from the Budget Page.

* Outline the Action Step(s) to be taken to achieve SDLP.

5S3 | Program Quality through Work-Based Learning (WBL) Enrollment Indicator Met

Identify student subgroups not meeting SDLP 5S3

Gender	Race/Ethnicity	Special Population	Career Cluster

Budget for 5S3 Program Quality through Work-Based Learning (WBL)

\$ Amount

The amount box auto-populates based on the items tagged for 5S3 from the Budget Page.

* Outline the Action Step(s) to be taken to achieve SDLP.

5S4 | Indicator 5S4: Program Quality through "Ready Graduate" Attainment Indicator Met

Identify student subgroups not meeting SDLP 5S4

Gender	Race/Ethnicity	Special Population	Career Cluster

Budget for 5S4 Program Quality through "Ready Graduate" Attainment

\$ Amount

The amount box auto-populates based on the items tagged for 5S4 from the Budget Page.

*** Outline the Action Step(s) to be taken to achieve SDLP.**

Eligibility

Elizabethton (101) Public District - FY 2024 - CTE Perkins Basic - Rev 0 - CTE Perkins Basic

CTE Director Employment Standard

Identify the local Career and Technical Education director in your LEA responsible for the administration of Perkins funds and CTE funded programs.

Note: All CTE directors including each CTE director that is a member of a consortium must complete the following information as part of the Local Annual Plan.

CTE Director

* Name:

Brian Culbert

* Office Phone:

423-547-8015 ext 1514

Cell Phone:

423-895-0952

* Email Address:

brian.culbert@ecschoools.net

Endorsement Codes

List all Endorsement Codes held (including Career and Technical, Academic, and Administrative) and Title of Area of Endorsement

Endorsement Code	Title of Endorsement Area
* 013	* Mathematics 7--12
* 230	* Industrial Arts 7--12
* 231	* Comm & Media Tech 7--12
* 232	* Power & Energy Tech 7--12
* 233	* Matrl & Process Tech 7--12
* 483	* Prof Admin PreK--12

* Date Hired to Career and Technical Director Position:

07/01/2013 

* Teacher License #:

000235983

* **Indicate the Employment Standard Met:**

- Hold an instructional leader license or a professional administrator license

- Hold a bachelor's degree with a major in career and technical education with at least three (3) years of teaching experience in an approved CTE program and at least two (2) years in an industry-related field.

Programs of Study

The programs of study that you identify for Perkins funding should be in place over time. These programs of study should meet all 5 size, scope, and quality indicators.

To receive Perkins funds, an LEA must have two programs of study that include a postsecondary component. Each middle school that is a member of a consortium must declare a program of study. These programs of study must be a program of study that leads into a feeder high school program of study. Indicate the postsecondary component below and list the associated postsecondary institution.

Enter the names of the programs of study (and the career cluster in which they are located) your LEA has selected in order to receive Perkins funds.

* 1. Program of Study:

Business Management

* 1. Career Cluster:

Business Management

Indicate the associated postsecondary institution and the postsecondary component(s).

Postsecondary Institution:

Northeast State Community College

* Postsecondary components - Select one

- Dual Enrollment
- Dual Credit
- Statewide Dual Credit
- Articulation Agreement

* 2. Program of Study

Engineering

* 2. Career Cluster

STEM and STEM Across Industries

Indicate the associated postsecondary institution and the postsecondary component(s).

Postsecondary Institution:

TCAT Elizabethton

* Postsecondary components - Select one

- Dual Enrollment
- Dual Credit

- Statewide Dual Credit
- Articulation Agreement

Consortium

Per the Strengthening Career and Technical Education for the 21st Century Act, Section 131(f), consortium requirements are:

(1) Alliance - Any local educational agency receiving an allocation that is not sufficient to conduct a program which meets the requirements of section 135 (Uses of Funds) is encouraged to

* (A) form a consortium to enter into a cooperative agreement with an area career and technical education school or educational service agency offering programs that meet the requirements of section 135;

* (B) transfer such allocation to the area career and technical education school or educational service agency; and

* (C) operate programs that are of sufficient size, scope, and quality to be effective.

(2) Funds to Consortium - Funds allocated to a consortium formed to meet the requirements of this subsection shall be used only for purposes and programs that are mutually beneficial to all members of the consortium and can be used only for programs authorized under this title. Such funds may not be reallocated to individual members of the consortium for purposes or programs benefitting only 1 member of the consortium.

* Consortium Options:

- LEA plans to join a consortium (Complete all of this page but DO NOT enter a budget or complete the other grant pages)
- LEA will act as the Fiscal Agent for other LEAs (Complete all of this page, enter a budget, and complete all other grant pages)
- LEA does not plan to join a consortium (DO NOT complete the remainder of this page, but please enter a budget and complete all other grant pages)

If your LEA has formed a consortium with another system, please address the following.

Consortium members (LEAs):

Consortium fiscal agent:

How are the consortium goals and action steps determined?

What is the process for reporting data on performance levels?

The CTE Directors for each consortium will be responsible for negotiating the local levels of performance for the LEA. The methodology for reaching agreement on local levels of performance with consortia is the same as with single recipients and will be negotiated separately for each LEA within the consortium.

Assurances and Conditions

* I have read and agree to fulfill the Perkins V Assurances. - Check box to agree.

[Click the link to read the full assurances.](#)

* I have read and agree to updated Perkins Application Assurances that are in the related documents.

Local Application Component

Elizabethton (101) Public District - FY 2024 - CTE Perkins Basic - Rev 0 - CTE Perkins Basic

Describe how Local Application Component #1 is addressed in this application.

The 'Big Takeaway' is that EHS has to do better with students with disabilities. A definition of a significant gap is a gap that is greater than 15%. That gap is significant in 7 out of the 8 categories that CTE tracks. Secondly, EHS has significant gaps with Economically Disadvantaged. There are 5 areas that need to be addressed with economically disadvantaged. The difference in race were evident in 4 out of the 8 categories.

It should be noted that the Elizabethton District Plan had their biggest gap in graduation rate. EHS had its lowest graduation rate in several years. Only 2 of the 8 categories that CTE closely watches showed a discrepancy in gender. However, it had the biggest gap. The 4S1 non-traditional program enrollment had 160 females in a non-traditional setting, with only 47 guys in a non-traditional setting for a gap of 71%.

The Elizabethton District Plan states in A3.1.2 that Major Clarity will be purchased "to allow our staff to support students as they move through their four years of education providing them with opportunities that align with their career interests. This program will also allow our staff to identify students early who are at-risk of not completing required courses to graduate and to be a ready graduate."

Describe how Local Application Component #2 is addressed in this application.

Our advisory committee has given guidance to each program added and dropped. Of course, all of this is done at the discretion of the Director of schools and our school board.

In the last few years, here is a list of the programs of study that have been dropped or added:
 CTE Career Clusters and Programs of Study @ EHS

Career Clusters	2017—18 Programs of Study	2018—19 Programs of Study	2019—20 Programs of Study	2020—21 Programs of Study	2021—22 Programs of Study
Agriculture, Food, & Natural Resources	Horticulture Science	Horticulture Science	Horticulture Science	Horticulture Science	Horticulture Science
	Veterinary Science	Veterinary Science	Veterinary and Animal Science	Veterinary and Animal Science	NA
	NA	NA	NA	NA	Agricultural Engineering, Industrial, and Mechanical Systems
Arts, Audio/Visual Tech & Communications	NA	NA	NA	Digital Arts & Design	Digital Arts & Design

Business Management & Administration	Business Management	Business Management	Business Management	Business Management	Business Management
	Office Management	Office Management	Office Management *Recognized as TN Certified Pathway	Office Management *Recognized as TN Certified Pathway	Office Management *Recognized as TN Certified Pathway
Education & Training	NA	NA	NA	Teaching as a Profession (K—12)	Teaching as a Profession (K—12)
Finance	Accounting	Accounting	Accounting	Accounting	Accounting
	Banking and Finance	Banking and Finance	NA	NA	NA
Health Sciences	Nursing Services	Nursing Services	Nursing Services	Nursing Services	Nursing Services
	NA	NA	Diagnostic Services	Diagnostic Services	Diagnostic Services
	Therapeutic Services	Therapeutic Services	Therapeutic Services	Therapeutic Services	Therapeutic Services
	Emergency Services	Emergency Services	Emergency Services	Emergency Services	Emergency Services
	Exercise Physiology	Sports and Human Performance (Name change)	NA	NA	NA
Hospitality and Tourism	Culinary Arts	Culinary Arts	Culinary Arts	Culinary Arts	Culinary Arts
Information Technology	Web Design	Web Design	Web Design	Web Design	Web Design
		Coding	Coding	Coding	Coding
	NA	NA	SPOS Extended Reality	SPOS Extended Reality	SPOS Extended Reality

Law, Public Safety, Corrections, & Security	Law Enforcement Services	Criminal Justice and Correction Services (name change)	Criminal Justice and Correction Services	Criminal Justice and Correction Services	Criminal Justice and Correction Services
	Legal and Correction Services	Pre—Law (name change)	Pre—Law	Pre—Law	Pre—Law
STEM	Engineering	Engineering	Engineering	Engineering	Engineering
Transportation, Distribution, & Logistics	Automotive Maintenance and Light Repair	Automotive Maintenance and Light Repair	Automotive Maintenance and Light Repair	Automotive Maintenance and Light Repair	Automotive Maintenance and Light Repair
	Aviation Flight	Aviation Flight	Aviation Flight	Aviation Flight	Aviation Flight
	NA	NA	NA	NA	SPOS Flight Simulator Lab
	NA	NA	NA	NA	SPOS Private Pilot Knowledge Test/Solo

All of the CLNA was used to help us make an informed decision. Data is collected by teachers in the form of SSQI and the CTE Director worked with CTE teachers and central office personnel via PLC meetings at the school level and District meetings at the central office level. After meetings and decision are made then the information is disseminated to all stakeholders via Advisory Committee and PLC meetings.

Students and especially those that are in a special population group get the master information schedule given to them. Everyone receives handouts and the info is put on our website and on social media. The special pops group will be given their info in IEP and 504 meetings. ELL students will be given the info in their requested language. EHS counselors schedule meetings with all students. Incoming students are required to have a parent or guardian attend.

All courses that were dropped came from either advisory committee recommendations or after meeting with a career cluster consultant (Agriculture). For example, Nursing Education was requested by Ivy Hall Nursing Home. They have been a great partner for our WBL Nursing students. Extended Reality is at the request of Lobaki in Jackson, MS. They have already hired 2 students in the summer of 2020. We hope they hire more. EHS had 20 students in 2018—19 in a WBL class. In 2019--20 we had 43 students currently enrolled in Nursing Education (10), Clinical Internship (23),

Business Entrepreneurship (4), and the traditional WBL class (7). Obviously, the Health Science department is carrying the burden of the weight.

Describe how Local Application Component #3 is addressed in this application.

EHS has offered an career exploration class as a half credit for each of the last 4 years. For 21--22 EHS offered this same class in which we call Cyclone Experience as a full credit. This will give us time to better utilize Major Clarity.

The Elizabethton District Plan states in A3.1.2 that Major Clarity will be purchased “to allow our staff to support students as they move through their four years of education providing them with opportunities that align with their career interests. This program will also allow our staff to identify students early who are at-risk of not completing required courses to graduate and to be a ready graduate.”

Teachers will need to be trained. the Alternative in-service for 21--22 has not yet been finalized, but if the Majority Clarity is not done during the summer, we will cover it on one of the first PD days we have next year. The principal and i have already spoken and we want to first require it of the teachers of the Cyclone Experience class. perhaps by Christmas break we will focus more on the regular CTE teachers. By next spring we will incorporate PLC time for all teachers to use Major Clarity. The info in Major Clarity will follow the students each year. We hope to have the middle school teachers engaged in all aspects by the spring of 2022. The largest stumbling block is that as of the end of March our school has decided to go with Canvas over Google Docs platforms. So, PD will be given to Canvas first.

EHS has always used guest speakers and attended any feasible career fairs. EHS takes students to CareerQuestTN at ETSU. EHS does the business portion of this event with Northeast State Community College.

EHS has always taken students to NeSCC in the fall and spring. However, the pandemic has put a stranglehold on these type of activities. One health science teacher has been extremely successful in working with nursing homes and assisted living homes in conducting zoom meetings with patients and employees.

Describe how Local Application Component #4 is addressed in this application.

EHS uses Perkins money and local BEP money to purchase all of the best equipment that matches what the industry would use and need. Each Program of Study has an advisory committee that helps determines the needs. EHS offers a class that we call on the local level Cyclone Experience, but it is really the Career Exploration class for 8th or 9th graders. Barring exceptions from IEP or RTI students, all other take this course to better determine students' interests. EHS offers PD opportunities on the local level to address teacher concerns on content matter or teaching strategies that can help with better rigor. In non-pandemic years, EHS will use CTSO students to visit our middle school or any one of our 3 elementary schools to promote programs of study.

EHS helps promote academic needs of students by incorporating math, English, and science skills in many regular lessons of CTE teachers. This is evidenced in our SSQI notebooks. We try to teach across the curriculum. We also help as mentioned above with helping to reach out to students to consider what academic classes they like via career interest inventories and guest speakers. We promote all subject areas when we host family nights or CTE Open Houses. We promote all EPSOs at EHS via the Career Exploration class they we call Cyclone Experience. Many of the EPSOs are in core subject areas.

To address the technical areas please note in the charts below the amount of money that EHS CTE spends on Industry Certifications and Equipment. Our goal as noted is to always have our students use the appropriate up-to-date equipment. We also strive to have our students involved in Work Based Learning WBL opportunities. We even try to promote some in-

house WBL opportunities for students that cannot get to certain WBL sites.

Describe how Local Application Component #5 is addressed in this application.

IEP teams determine what placement is appropriate for each student, based on their least restrictive environment. Students could be eligible for a variety of services, ranging from consultation, to a self-contained placement as well as related services (i.e. speech, OT/PT, behavioral, etc.).

We have two CDC classrooms at Elizabethton High School for grades 9-12. Special transportation is provided to these locations if necessary. Each elementary school has one resource teacher, while the junior high and high school have two each. Resource teachers provide more intensive interventions for their students. Teachers utilize Wilson Reading for their intervention program. They can also provide services in the general education classroom as needed. Through the resource teachers, students receive an increased amount of time spent with intervention practices compared to students being served in Tier 2 or Tier 3 intervention.

Students are may also be eligible for accommodations and/or modifications, depending on what services the IEP team determines as appropriate. The district has a team that reviews selected IEP's annually to identify best practices and identify potential compliance issues. The Director of Special Education and SPED Coach continually review instructional practices and assist teachers as needed to ensure effective practices are used.

We contract with Physical Therapy Services to provide OT/PT services for our students. We also contract with two psychologists to provide services as well. We contract with an ABA therapist to provide behavioral services as needed. Our district has conducted a self-assessment the last three years to review and evaluate our program. CTE teachers are always included in IEP team decisions.

Describe how Local Application Component #6 is addressed in this application.

Course	Short Description	19--20	19--20	19--20	20--21	20--21	20--21	21--22	21--22	21--22	22--23	22--23	22--23	23--24
		Students	Males	Females	students									
C11H07	Applied Arts Prac													
C12H35	Entrepreneur Practicum	4	1	3				6	3	3	28	3	25	
C14H11	Clinical Internship	22	6	16	13	3	10	10	0	10	10	0	10	
C14H16	Nursing Ed	10	1	9	12	1	11							na
C14H16NE1	Nursing Ed--4th period 1/2 credit							9	0	9	5	1	4	
C14H16NE2	Nursing Ed--5th period							9	0	9	5	1	4	
C18H23	Super Ag Exp													na
C18H57	Cap Sup Ag Exp										5	3	2	
C20H17	WBL --SPED				9	9	0							
C20H17FAA	FAA Private Pilot				5	5	0							na
C25H13AV	Service Learning A/V Pro 1/2 credit										26	15	11	
C25H13EP	Service Learning Eng Pro 1/2 credit				44	44	0	22	21	1	32	31	1	

C25H13KS	Service Learning Kitchen 1/2 credit				37	17	20							na
C25H16	Work-Based Lear	10	5	5	0	0	0	4	1	3	5	1	4	
C25H16FSL	FSL-WBL (aviation)				14	13	1							na
C25H16TC	WBL Tuffy Café										2	0	2	
C31H05	Entrepreneur Practicum				12	7	5							na
C32H03	TAP Practicum													
Y20H05	FAA Private Pilot							5	4	1	11	9	2	
	Totals	36	8	28	146	99	47	56	29	27	124	63	61	
	red was wrong course code													

Describe how Local Application Component #7 is addressed in this application.

Advanced Placement Courses

Elizabethton High School offers Advanced Placement classes, which allow students to earn college credits prior to graduation. Students who score successfully on the AP Exam for their course(s) will earn college credits accepted at most colleges and universities nationwide. The only additional cost for these classes is the cost to take the test.

AP Classes offered at EHS in 2021-22 include:

English IV AP

Biology AP

US History AP

Human Geography AP

Music Theory AP

For general information about AP courses or to see your Exam scores, visit the College Board AP website.

Local Dual Credit

One type of the early post-secondary opportunities (EPSOs) is Local dual credit(LDC). Local dual credit is a high school course aligned to a local post-secondary institution's course and exam. Students who pass the exam earn credits that are accepted and/or recognized by the local post-secondary institution. Courses are taught by licensed high school teachers or certified college instructors approved by the school system and the post-secondary institution.

Currently, Elizabethton High School has a Memorandum of Understanding (MOU) with Northeast State Community with many CTE classes. They are as follows:

Dual Enrollment

Dual Enrollment courses are one avenue for students to earn college credit prior to graduation. Courses are offered by Northeast State Community College at Elizabethton High School. Course costs vary, but are comparatively more affordable than courses taken following graduation while enrolled in a college or university. Credits are earned upon course passage. Credits for these courses are accepted at all Tennessee Board of Regents colleges and universities, and may be accepted out of state. Sometimes, when the courses are applied in out-of-state colleges, they may be counted as an elective. For this reason, students who plan to attend college outside of Tennessee should check with that school to see how their credits will

transfer.

Dual Enrollment courses offered at EHS in 2021--22 include:

British Literature

Speech

Statistics

Composition I

Composition II

Advanced Computer Applications

We are already working on new Dual Enrollment classes for next year with Milligan College and ETSU. Details will be announced later.

Students and especially those that are in a special population group get the master information schedule given to them. Everyone receives handouts and the info is put on our website and on social media. The special pops group will be given their info in IEP and 504 meetings. ELL students will be given the info in their requested language. EHS counselors schedule meetings with all students. Incoming students are required to have a parent or guardian attend.

Additionally, CTE has an Open house each March for incoming freshmen. The EHS aviation teacher offers students a Discovery Flight from the Elizabethton Airport to Elizabethton over Watauga Lake and back to airport. CTE teachers go and visit our only feeder middle school. to speak to students. EHS has offered this to our 3 feeder elementary schools but we haven't had any takers yet, but we are hopeful for this after the pandemic lifts.

The guidance office asks admissions personnel from some of our post-secondary partners to come to present to all juniors and seniors about post-secondary opportunities. Northeast State Community College, TACT-Elizabethton, ETSU, Milligan, and Tusculum are the schools usually represented. The guidance offers a FAFSA night each semester to help parents and students.

Describe how Local Application Component #8 is addressed in this application.

Elizabethton City Schools' District Supervisors review the Human Capital reports along with TVAAS, proficiency, LOE and benchmark data to identify educators who may be ineffective. An analysis of all data is conducted to identify teachers who are a Level 1 or 2 on TVAAS and LOE. Proficiency levels and quartile of students are analyzed to determine which groups of students did not make growth assigned to the identified teachers. A deep analysis of data helps us to determine the level of support teachers are in need of. Job-embedded professional development support is provided to these identified educators through our Elizabethton Leads program and differentiated professional development. Improvement plans will be used when necessary. We will also continue to work with low performing teachers to improve instruction. Data is shared and analyzed along with principals to determine the need for movement of teachers within individual schools and/or throughout the district. Students who have had an ineffective teacher the previous year are more likely to be placed with an effective teacher the following year. When the data is available to principals before class rosters are made it is used to help identify optimal student placement. Principals lead teachers in identifying students who did not meet adequate growth the previous year and follow those identified students progress throughout the year with our district benchmark assessment to monitor their progress in mastering standards.

Describe how Local Application Component #9 is addressed in this application.

In the 20--21 year 69 of our 94 students that received Industry Certifications were female. We reached our goal by closing the WBL gender gap, but a new gender gap has formed.

Theory of Action #1

Elizabethton (101) Public District - FY 2024 - CTE Perkins Basic - Rev 0 - CTE Perkins Basic

f. Then Statement

If we deploy ready grad strategies we will see better prepared students and teachers culminating in an increase in Ready Grad status.

Action Step	Outcome	Evaluation Strategy	CIP	CLNA											State Priorities												Timeline	PD Activity	PD Audience				Equipment	Equipment POS and School										
				1S1 - Graduation Rate	2S1 - Academic Proficiency Reading/Language Arts	2S2 - Academic Proficiency -Math	2S3 - Academic Proficiency -Science	3S1 - Postsecondary Placement	4S1 - Non-traditional Enrollment	5S3 - WBL	5S4 - Ready Graduate	1 - Student Performance	2 - Justify Alignment	3 - Growth Opportunities	4 - Teacher Recruitment, Retainment, Development	5 - Equity and Access	Comprehensive career exploration	Aligned career pathways	HD WBL and Ready Graduate	Monthly	July	Aug.	Sept.	Oct.	Nov.	Dec.			Jan.	Feb.	March	April			May	June	Teachers	Admin / Leadership	Counselors	Paraprofessionals				
AS#1 We will provide PD related to instructional strategies and other needs. PD will target special pops and any required equipment training. CTE teachers will work with Math, Science, and English departments to integrate academics in CTE classes. This includes accommodations and modifications. Teachers will be trained in SSQI.	Teachers will be better prepared to assist students especially special pops with EOC and ACT scores.	ECS has built in PD days in Calendar. EHS and TAD use PLC during PD days. Required PD will be tracked by sign in sheets and FDP points. The CTE Director will get feedback on quality of PD assuring the PD helped teachers.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Teacher Professional development and/ or Instructor Certification training for Industry Certifications that are SDE approved, like: Summer institute or POS specific training or subgroup training. Admin makes videos available to paraprofessionals.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
AS#2 Utilize Advisory Councils to help establish instructional changes, and program equipment needs, and teacher recruitment. The Advisory Committee will include special pops, parents, and students. EHS will meet the needs of all genders, as teachers and Advisory Committee will discuss diversity within each POS, including Non-traditional placement and completion.	Program of Studies instructional equipment and activites are aligned with local/regional training needs and curricula aligned with post-secondary career paths. Teachers will be able to work with current equipment, hopefully helping with teacher retention. EHS will maintain nontraditional placement and completion higher than the state average.	CTE director will Review Advisory Council recommendations, POS Justification forms, Labor Market Data, and POS portfolios to identify instructional areas needing improvement and equipment needs. CTE director will maintain agenda, notes, feedback, and sign in sheets. CTE Director will examine and share out nontraditional placement and completion.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	buy what is needed	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Applied Arts We will purchase cameras. Health Science Blood pressure equipment	EHS Applied Arts Health Science		
AS#3 CTE Teachers a CTE Director- EHS career clusters will use appropriate activities/ equipment and provide informational text on careers within the field. EHS will help sponsor CTSO trips for competition and leadership opportunities.	Students will be knowledgeable about specific careers and EPSSO opportunities within the school, state, and CTSO events. Students will be able to add or maintain technical skills.	CTE Director will monitor classroom activity log forms during instructor conferences/certificates.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
AS#4 CTE Director will attend required state department meetings.	Increase in collaboration develop insight into best practices, industry/business needs, and integration with non CTE, CTSO, and post-secondary opportunities thus resulting in an increase in CTE concentrators attaining ready graduate distinction.	CTE director will be in attendance for the 4 quarterly state mandated meetings and area NTTEA-study council monthly meetings during the 2022-23 school year. If needed the CTE Director will attend other meetings pertinent to helping all ECS Stakeholders.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The CTE Director will attend all NTTEA and CTE Conferences.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AS#5 CTE teachers will be assigned a math and science teacher to help with closing the gap for 2S2 and 2S3. Each CTE teacher will be required to submit a detailed lesson plan each grading period showing how the CTE teacher is teaching across the curriculum in math and science.	CTE teachers will learn teaching strategies to teach across the curriculum in math and science. So, students will gain extra knowledge in math and science. Thus, leading to better EOC math and science scores	On a PD each semester the CTE teachers will meet with their math and science teaching mentor. then, when EOC scores are available, the EHS admin team will review scores and make any necessary suggestions to all teaching stakeholders.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	CTE teachers will meet with appointed math and science teachers to review possibilities for CTE teachers to teach across the curriculum. CTE teaches will collectively submit lesson plans each grading period to be reviewed.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Action Step 1

\$ 11,000.00 Amount

The amount box auto-populates based on the items tagged for Action Item 1 from the Budget Page.

Outline the key priorities for spending.

Teacher Professional development and / or Instructor Certification training for Industry Certifications that are SDE approved, like: Summer institute or POS specific training or subgroup training.

Action Step 2

<p>\$ 3,061.18 Amount</p> <p>The amount box auto-populates based on the items tagged for Action Item 2 from the Budget Page.</p> <p>Outline the key priorities for spending.</p> <p>Equipment will be purchased to increase skills for students.</p> <p>Applied Arts Health Science</p>
<p>Action Step 3</p> <p>\$ 6,000.00 Amount</p> <p>The amount box auto-populates based on the items tagged for Action Item 3 from the Budget Page.</p> <p>Outline the key priorities for spending.</p> <p>EHS will help sponsor CTSO trips and events.</p>
<p>Action Step 4</p> <p>\$ 1,768.00 Amount</p> <p>The amount box auto-populates based on the items tagged for Action Item 4 from the Budget Page.</p> <p>Outline the key priorities for spending.</p> <p>The CTE Director will attend all NTTEA and CTE Conferences. Attendance is tracked by TDOE. Teacher attendance records will be reviewed by EHS administrators.</p>
<p>Action Step 5</p> <p>\$ 2,080.00 Amount</p> <p>The amount box auto-populates based on the items tagged for Action Item 5 from the Budget Page.</p> <p>Outline the key priorities for spending.</p> <p>CTE teachers will receive stipends for their work on closing gap for math and science EOC scores. This includes social security, pensions, and medical care.</p>
<p>Action Step 6</p> <p>\$ 0.00 Amount</p> <p>The amount box auto-populates based on the items tagged for Action Item 6 from the Budget Page.</p> <p>Outline the key priorities for spending.</p>
<p>Action Step 7</p> <p>\$ 0.00 Amount</p> <p>The amount box auto-populates based on the items tagged for Action Item 7 from the Budget Page.</p> <p>Outline the key priorities for spending.</p>
<p>Action Step 8</p> <p>\$ 0.00 Amount</p> <p>The amount box auto-populates based on the items tagged for Action Item 8 from the Budget Page.</p> <p>Outline the key priorities for spending.</p>
<p>Action Step 9</p> <p>\$ 0.00 Amount</p> <p>The amount box auto-populates based on the items tagged for Action Item 9 from the Budget Page.</p> <p>Outline the key priorities for spending.</p>
<p>Action Step 10</p> <p>\$ 0.00 Amount</p> <p>The amount box auto-populates based on the items tagged for Action Item 10 from the Budget Page.</p> <p>Outline the key priorities for spending.</p>

All of HS and Middle school
Major Clarity

Action Step 2

\$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 2 from the Budget Page.

Outline the key priorities for spending.

Action Step 3

\$ 7,690.00 Amount

The amount box auto-populates based on the items tagged for Action Item 3 from the Budget Page.

Outline the key priorities for spending.

Industry Certifications for:

Health Science

Culinary

Agriculture

Aviation

Applied Arts

Action Step 4

\$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 4 from the Budget Page.

Outline the key priorities for spending.

Action Step 5

\$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 5 from the Budget Page.

Outline the key priorities for spending.

Action Step 6

\$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 6 from the Budget Page.

Outline the key priorities for spending.

Action Step 7

\$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 7 from the Budget Page.

Outline the key priorities for spending.

Action Step 8

\$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 8 from the Budget Page.

Outline the key priorities for spending.

Action Step 9

\$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 9 from the Budget Page.

Outline the key priorities for spending.

Action Step 10

\$ 0.00 Amount

The amount box auto-populates based on the items tagged for Action Item 10 from the Budget Page.

Outline the key priorities for spending.

Budget

Elizabethton (101) Public District - FY 2024 - CTE Perkins Basic - Rev 0 - CTE Perkins Basic

Indirect Cost

Total Contributing to Indirect Cost

Indirect Cost Rate

Maximum Allowed for Indirect Cost

Account Number

Total

71300 - Vocational Education Program	\$20,751.18
72130 - Other Student Support	\$19,080.00
72230 - Support Services/Vocational Education Program	\$1,766.00
99100 - Transfers Out	\$0.00
Total	\$41,597.18
Adjusted Allocation	\$41,597.18
Remaining	\$0.00

Budget Detail

Elizabethton (101) Public District - FY 2024 - CTE Perkins Basic - Rev 0 - CTE Perkins Basic

71300 - Vocational Education Program - \$20,751.18 ▼

Budget Detail	Narrative Description
<p>Account Number: 71300 - Vocational Education Program</p> <p>Line Item Number: 429 - Instructional Supplies & Materials</p> <p>Theory of Action: Theory of Action 2</p> <p>Action Steps: Action Step 1</p> <p>Use of Funds: Career Exploration and Career Devel...</p> <p>Performance Indicators:</p> <p>Optional Program Code:</p> <p>Location Code: District Funding (101-S001)</p> <p>Quantity: 1.00</p> <p>Cost: \$10,000.00</p> <p>Line Item Total: \$10,000.00</p>	<p>EHS will purchase a set of online curricula to help with activities.</p> <ul style="list-style-type: none"> Applied Arts <ul style="list-style-type: none"> Adobe Business Management My IT Lab Cash Register Information Technology <ul style="list-style-type: none"> Lobaki On-line Curriculum All of HS and Middle school <ul style="list-style-type: none"> Major Clarity
<p>Account Number: 71300 - Vocational Education Program</p> <p>Line Item Number: 499 - Other Supplies and Materials</p> <p>Theory of Action: Theory of Action 2</p> <p>Action Steps: Action Step 3</p> <p>Use of Funds: Technical Skill Development</p> <p>Performance Indicators:</p>	<p>Industry Certifications for:</p> <ul style="list-style-type: none"> Health Science Culinary Agriculture Aviation Applied arts

Optional Program Code:

Location Code: Elizabethton High School (101-0015)

Quantity: 1.00

Cost: \$7,690.00

Line Item Total: \$7,690.00

Account Number: 71300 - Vocational Education Program

Line Item Number: 730 - Vocational Instruction Equipment

Theory of Action: Theory of Action 1

Action Steps: Action Step 2

Use of Funds: Career Exploration and Career Development, Technical Skill Development, Program of Study Implementation

Performance Indicators:

Optional Program Code:

Location Code: Elizabethton High School (101-0015)

Quantity: 1.00

Cost: \$3,061.18

Line Item Total: \$3,061.18

Equipment to support POS

Applied arts
Health Science

Total for 71300 - Vocational Education Program: \$20,751.18

Total for all other Account Numbers: \$20,846.00

Total for all Account Numbers: \$41,597.18

Adjusted Allocation:

\$41,597.18

Remaining:

\$0.00

Budget Detail

Elizabethton (101) Public District - FY 2024 - CTE Perkins Basic - Rev 0 - CTE Perkins Basic

72130 - Other Student Support - \$19,080.00 ▼

Budget Detail	Narrative Description
<p>Account Number: 72130 - Other Student Support</p> <p>Line Item Number: 189PD - Other Salaries & Wages (PD)</p> <p>Theory of Action: Theory of Action 1</p> <p>Action Steps: Action Step 5</p> <p>Use of Funds: Professional Development Integration of Academic Skills</p> <p>Performance Indicators: 2S2 2S3</p> <p>Optional Program Code:</p> <p>Location Code: Elizabethton (101)</p> <p>Quantity: 1.00</p> <p>Cost: \$1,800.00</p> <p>Line Item Total: \$1,800.00</p>	<p>\$1800 for PD to support CIP 2s2 and 2S3. Stipends will be given to CTE teachers participating in PD-like activites.</p>
<p>Account Number: 72130 - Other Student Support</p> <p>Line Item Number: 201 - Social Security</p> <p>Theory of Action: Theory of Action 1</p> <p>Action Steps: Action Step 5</p> <p>Use of Funds: Professional Development Integration of Academic Skills</p>	<p>Social security for teachers getting stipends.</p>

Performance Indicators: 2S2 2S3
Optional Program Code:
Location Code: Elizabethton (101)
Quantity: 1.00
Cost: \$110.00
Line Item Total: \$110.00

Account Number: 72130 - Other Student Support
Line Item Number: 204 - Pensions
Theory of Action: Theory of Action 1
Action Steps: Action Step 5
Use of Funds: Professional Development
Integration of Academic Skills

retirement (pensions) for teachers getting stipends

Performance Indicators: 2S2 2S3
Optional Program Code:
Location Code: Elizabethton (101)
Quantity: 1.00
Cost: \$145.00
Line Item Total: \$145.00

medical care for teachers receiving stipends.

Theory of Action:	Theory of Action 1
Action Steps:	Action Step 5
Use of Funds:	Professional Development Integration of Academic Skills
Performance Indicators:	2S2 2S3
Optional Program Code:	
Location Code:	Elizabethton (101)
Quantity:	1.00
Cost:	\$25.00
Line Item Total:	\$25.00

Account Number:	72130 - Other Student Support
Line Item Number:	355C - Travel (CTSO)
Theory of Action:	Theory of Action 1
Action Steps:	Action Step 3
Use of Funds:	Career Exploration and Career Devel... Technical Skill Development Integration of Academic Skills
Performance Indicators:	
Optional Program Code:	
Location Code:	Elizabethton (101)
Quantity:	1.00

EHS will help sponsor CTSO trips and events.
 FFA
 HOSA
 FBLA
 SkillUSA

Cost: \$6,000.00

Line Item Total: \$6,000.00

Account Number: 72130 - Other Student Support

Line Item Number: 524PD - In-Service / Staff Development (PD)

Theory of Action: Theory of Action 1

Action Steps: Action Step 1

Use of Funds: Career Exploration and Career Devel...

Professional Development

Technical Skill Development

Integration of Academic Skills

Program of Study Implementation

Program Evaluations, Including CLNA

Performance Indicators: 2S2 2S3

Optional Program Code:

Location Code: Elizabethton High School (101-0015)

Quantity: 1.00

Cost: \$11,000.00

Line Item Total: \$11,000.00

CTE Director will keep all stakeholders in the loop of upcoming PD opportunities. CTE teachers will be exposed to best teaching strategies.

Total for 72130 - Other Student Support: \$19,080.00

Total for all other Account Numbers: \$22,517.18

Total for all Account Numbers: \$41,597.18

Adjusted Allocation: \$41,597.18

Remaining: \$0.00

Budget Detail

Elizabethton (101) Public District - FY 2024 - CTE Perkins Basic - Rev 0 - CTE Perkins Basic

72230 - Support Services/Vocational Education Program - \$1,766.00 ▼

Budget Detail	Narrative Description
<p>Account Number: 72230 - Support Services/Vocational Education Program</p> <p>Line Item Number: 524 - In-Service / Staff Development</p> <p>Theory of Action: Theory of Action 1</p> <p>Action Steps: Action Step 4</p> <p>Use of Funds: Career Exploration and Career Devel... Professional Development Integration of Academic Skills Program of Study Implementation Program Evaluations, Including CLNA</p> <p>Performance Indicators:</p> <p>Optional Program Code:</p> <p>Location Code: Elizabethton (101)</p> <p>Quantity: <input type="text" value="1.00"/></p> <p>Cost: <input type="text" value="\$1,766.00"/></p> <p>Line Item Total: <input type="text" value="\$1,766.00"/></p>	<p>The CTE Director will attend all NTTEA and CTE Conferences. Attendance is tracked by TDOE. Teacher attendance records will be reviewed by EHS administrators.</p>
<p>Total for 72230 - Support Services/Vocational Education Program: <input type="text" value="\$1,766.00"/></p>	
<p>Total for all other Account Numbers: <input type="text" value="\$39,831.18"/></p>	
<p>Total for all Account Numbers: <input type="text" value="\$41,597.18"/></p>	
<p>Adjusted Allocation: <input type="text" value="\$41,597.18"/></p>	
<p>Remaining: <input type="text" value="\$0.00"/></p>	

Budget Overview

Elizabethton (101) Public District - FY 2024 - CTE Perkins Basic - Rev 0 - CTE Perkins Basic

Indirect Cost

Total Contributing to Indirect Cost

Indirect Cost Rate

Maximum Allowed for Indirect Cost

Filter by Location: ▼

Account Number	71300 - Vocational Education Program	72130 - Other Student Support	72230 - Support Services/Vocational Education Program	Total
Line Item Number				
189PD - Other Salaries & Wages (PD)		1,800.00		1,800.00
201 - Social Security	0.00	110.00	0.00	110.00
204 - Pensions	0.00	145.00	0.00	145.00
212 - Employer Medicare	0.00	25.00	0.00	25.00
355C - Travel (CTSO)		6,000.00		6,000.00
429 - Instructional Supplies & Materials	10,000.00			10,000.00
499 - Other Supplies and Materials	7,690.00		0.00	7,690.00
524 - In-Service / Staff Development			1,766.00	1,766.00
524PD - In-Service / Staff Development (PD)		11,000.00		11,000.00
730 - Vocational Instruction Equipment	3,061.18			3,061.18
Total	20,751.18	19,080.00	1,766.00	41,597.18
			Adjusted Allocation	41,597.18
			Remaining	0.00

Related Documents

Elizabethton (101) Public District - FY 2024 - CTE Perkins Basic - Rev 0 - CTE Perkins Basic

Required Documents		
Type	Document Template	Document/Link
(CTE Perkins) Assurances [Upload at least 1 document(s)]	 CTE Perkins Assurances	 Perkins FY24 Assurances with Dir of Schools Sig

Optional Documents		
Type	Document Template	Document/Link
(CTE Perkins Basic) Job Descriptions	N/A	
(CTE Perkins Basic) Additional Supporting Documents	N/A	

Assurances

Elizabethton (101) Public District - FY 2024 - CTE Perkins Basic - Rev 0 - Assurances

Certification

By electronically indicating as such and submitting the Local Application in ePlan, the authorized representative of the eligible recipient hereby certifies that the assurances and conditions stipulated in this application have been reviewed and will be adhered to.

Statement of Assurances

The Tennessee Department of Education has developed the following assurances and conditions for eligible recipient implementation of career and technical education and the administration of the Strengthening Career and Technical Education for the 21st Century Act, otherwise known as Perkins V. For the purposes of these assurances, "eligible recipient" refers to the local Board of Education and/or Local Education Agency (LEA), including Tennessee state special schools, the Achievement Schools, and other eligible secondary recipients. This is required by:

1. Federal regulation 34 CFR §76.301 of the Education Department General Administrative Regulations (EDGAR), which requires a general application for subgrantees/subrecipients for participation in federal programs funded by the U.S. Department of Education that meets the requirements of Section 442 of the General Education Provisions Act (GEPA).
2. Applicable federal statutes and regulations of federal agencies, including the U.S. Department of Education, pertaining to the expenditure of federal funds.
3. Applicable state statutes and regulations of state agencies, including the Tennessee Department of Education and Tennessee State Board of Education, pertaining to the administration of career and technical education.

General Assurances

The eligible recipient hereby assures, to the extent applicable, that:

1. The eligible recipient has the legal authority to apply for funding, meets all requirements as an eligible recipient (as defined in the Tennessee State Board Rule 0520-01-07-.01 and the Tennessee State Plan), and the instructional, administrative, and financial capability to ensure proper planning, management, and completion of the actions described in the Local Application.
2. The eligible recipient will comply with all applicable requirements of all federal and state laws, statutes, executive orders, regulations, requirements, policies, terms and conditions governing career and technical education (CTE).
3. The eligible recipient will maintain a proper accounting system in accordance with generally accepted accounting standards and use appropriate fiscal control(s) and procedure(s) to reduce the risk of fraud, waste, and abuse and to account for and ensure proper expenditure of awarded funds. The eligible recipient shall report any information on suspected fraud, waste, and/or abuse to the Tennessee Department of Education and the Tennessee Comptroller of the Treasury pursuant to the "Local Government Instances of Fraud Reporting Act" (T.C.A. § 8-4-501).
4. The eligible recipient will not use awarded funds to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the acquiring entity or the employees of the acquiring entity, or any affiliate of such an organization (Perkins V, Section 122(d)(13)(B)).

5. The eligible recipient will not use awarded funds to lobby or pay any person or organization for the purpose of lobbying, influencing, or attempting to influence an officer or employee of an governmental agency, a Member of Congress or the Tennessee General Assembly, an officer or employee of Congress or the Tennessee General Assembly, or an employee of a Member of Congress or the Tennessee General Assembly in connection with the awarding of any contract, grant, loan, cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
6. The eligible recipient will comply with all federal and State statutes relating to civil rights and nondiscrimination, including but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; and the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101- 6107), which prohibits discrimination on the basis of age.
7. The eligible recipient will comply with all applicable federal and State statutes relating to financial and programmatic audits and monitoring and make available all financial and programmatic records and other such documents to authorized representatives, including but not limited to, the U.S. Department of Education, the Tennessee Department of Education, and the Tennessee Comptroller of the Treasury, for the purpose of conducting monitoring and audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR §200, Subpart F, "Audit Requirements" and/or Section 215.97, and other federal and Tennessee statutes, as applicable.

Conditions

By accepting Perkins V funds, the eligible recipient hereby agrees to:

1. Use awarded funds to provide and promote equal opportunities for students, including individuals of special populations, to participate in career and technical education (CTE) and program(s) and program(s) of study which:
 - a. assess the individual learning needs and career aspirations of students, including students with disabilities and students identified as individuals of special populations, and develop adequate plans to provide supplementary services which meet the needs of such students and support student recruitment into CTE
 - b. prepares students for employment in high skill, high wage, or in-demand industry sectors or occupations and non-traditional fields, as identified by the Tennessee Department of Education and the Comprehensive Local Needs Assessment (CLNA)
 - c. is of such sequence, scope and quality as to bring about improvement in the quality of CTE and career- or work-based learning opportunities and experiences
 - d. provides counseling and career development activities conducted by professionally trained counselors and teachers who are associated with the provisions of such services designed to facilitate in the transition from high school to postsecondary education, employment and career opportunities, or the military.
2. Designate a CTE administrator, supervisor or director (full or part-time) for the administration of CTE funded programs provided by the eligible recipient. Persons holding CTE supervisory positions including local directors, supervisors, coordinator specialists, assistant principals for CTE, and CTE center administrators should complete New CTE Director Academy, attend (or send representation to attend) a majority of State and regional CTE Director professional development opportunities provided annually by the Tennessee Department of Education, and must have one (1) of the following sets of employment standards:
 - a. A bachelor's degree in CTE from an accredited four (4)-year college or university, three (3) years of teaching experience in an approved CTE program and two (2) years of appropriate employment experience in a recognized occupation;
 - b. a bachelors' degree with a CTE endorsement, three (3) years of teaching experience, two (2) years of appropriate work experience; or,
 - c. an endorsement as a PreK-12 administrator or secondary supervisor or principal.

3.	Maintain an active, current local CTE advisory committee comprised of members of the general public (as described in Perkins V, Section 134 (d), (e); State Board Rule 0520-01-07-.01) and retain evidence of ongoing consultation to evaluate, inform, and implement CTE program(s) and program(s) of study offered by the eligible recipient.
4.	Prepare and submit the Local Application and complete the CLNA in consultation with the local CTE advisory committee, pursuant to the requirements in the legislation, Tennessee State Plan, Tennessee Department of Education guidelines and by established deadlines.
5.	Make readily available the Local Application and other CTE planning information related to CTE services, program(s), and program(s) of study program to students, parents, and other members of the general public.
6.	Use awarded Perkins V funds to supplement and not supplant state and/or local funds and only as described in the Local Application approved by the Tennessee Department of Education.
a.	In the event that Perkins V funds should need to be expended in any manner other than stipulated in the originally approved Local Application, the eligible recipient must submit a revision to amend the Local Application with an explanation of proposed changes along with a revised copy of the budget in ePlan.
b.	Unless otherwise stipulated from the Tennessee Department of Education, funds will not be expended prior to the approval of the Local Application and/or the amended Local Application.
7.	Comply with all fiscal requirements regarding the Uses of Funds and Local Application components (Perkins V, Section 135(b)), Tennessee Department of Education guidelines, and relevant federal and State requirements and regulations regarding expenditure of Perkins V funds, including the Education Department General Administrative Regulations (EDGAR) and Office of Management and Budget (OMB) Circulars.
8.	Target expenditure of Perkins V funds to support program(s) and program(s) of study which meet the definition and indicators of Size, Scope, and Quality in the Tennessee State Plan and identified in the CLNA and Local Application.
a.	Eligible recipients must have a written process in place to evaluate and verify that Perkins V funds are spent on only those programs identified in the Local Application and meet the Size, Scope, and Quality indicators. This process should be used prior to expending funds and a review of the process should be completed at least annually by the CTE administrator or designee.
b.	Perkins V funds should not be expended to support CTE program(s) or program(s) of study, that do not meet the definition and indicators of Size, Scope, and Quality other than to elevate the program so that it does meet all of the Size, Scope, and Quality indicators, and/or to support those CTE program(s) or program(s) of study not identified in the CLNA and Local Application.
c.	Perkins V funds shall not be used to provide CTE program(s) for students prior to the middle grades (Perkins V, Section 215).
9.	Maintain an inventory of all equipment purchased in whole or in part with awarded Perkins V funds for the duration of Perkins V and ensure that all such equipment will be available for use by students in the CTE program(s) and program(s) of study for which purchased.
a.	All records must comply with the provisions and inventory control requirements outlined in EDGAR, including items being appropriately tagged, located, utilized, and/or disposed.
10.	Annually evaluate CTE program(s) and program(s) of study using core indicators of performance and complete and submit all annual local data reporting requirements as defined by the Department of Education, as well as other reporting requirements pursuant to federal and state legislation and the Tennessee State Plan, within established dates, and maintain documentation for the duration of Perkins V.
11.	Parents and/or guardians of each student in grades 9-12 will be provided with or have access to CTE program(s) and program(s) of study information, recruitment materials, and course offerings provided by the eligible recipient.
12.	Teachers, at the beginning of each course, will apprise parents and/or guardians and students of relevant program(s) of study, course content and learning expectations, and conduct a safety examination of students relative to the course content and learning expectation in accordance with student's 504, IEP, etc. These safety examinations should follow local board of education policies for creation, passing rates, and length of retention.

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|-----|---|
| 13. | Plan and provide annual CTE related professional development, as defined in Perkins V, such as information on CTE specific content, labor market research, emerging industry technology, employability and leadership skill development, and promising educational practices, etc. to CTE teachers, administrators, and other education personnel. |
| 14. | If applicable, the eligible recipient shall, upon written request and to the extent practicable, provide opportunities for CTE teachers, administrators, and other educational personnel of private, non-profit schools to participate in CTE related professional development provided by the eligible recipient and will notify the officials of the private schools of said opportunities. This shall be applicable if there are private, non-profit school(s) in the geographical area served by the eligible recipient. |
| 15. | If applicable, the eligible recipient shall, upon written request and in a timely and meaningful manner, consult with representatives of private, non-profit schools regarding the meaningful participation in CTE programs, services, and activities receiving Perkins V funding of students attending private, non-profit schools. Notices of program offerings to the private school will be offered. This shall be applicable if there are private, non-profit school(s) in the geographical area served by the eligible recipient. |
| a. | Any educational services or other benefits provided, including materials and equipment, shall be secular, neutral, and non-ideological. Expenditures for such services or other benefits shall be equal (consistent with the number of children to be served) to expenditures for programs of children enrolled in the public schools of the eligible recipient. |

Checklist cannot be viewed while the application is under review.



Elizabethton Regular Session Agenda Item Summary

Date:	July 13, 2023
Agenda Item:	10.K
Prepared By:	Jason Shaw, Chief of Police
Subject:	Resolution to Approve School Resource Officer Agreement with Elizabethton City Schools and Grant from the State of Tennessee.
Background / History:	The City has had an officer at Elizabethton High School since 1999, at T.A. Dugger Jr. High since 2010, and officers at all three City Elementary Schools since 2019. These positions have been funded over the years by a combination of funds from the general fund, funds from City Schools, and various grant programs.. The most recent grant program that was used to fund the three elementary school officers, ended June 30th. The School Resource Officer Program is a valuable asset to the city and the school system.
Findings/Current Activity:	Recent legislation from the State of Tennessee created a grant program administered by the TN Department of Safety and Homeland Security to supply funding to cities and counties in the state to insure all public schools have a full-time certified law enforcement officer serving as an SRO in each school. This grant program and it's funding is set up to be an annually recurring program. To qualify for the grant and receive the funding, the City of Elizabethton, Elizabethton City Schools, and the Elizabethton Police Department must accept the grant conditions in the form of adopting the attached Memorandum of Understanding. Additionally the City and Elizabethton City

Schools have developed an addendum to the MOU to address additional items that have historically been addressed in previous MOU's.

Financial Impact:

By acceptance of this grant program, the City will receive \$75,000 for each of our five SRO's. This is a total of \$375,000 to be used for payroll, benefits, training, and equipment for the SRO's.

**Action options /
Recommendations:**

Approve the resolution giving the Mayor authority to sign attached agreements and grant related documents.

Attachments:

[2023 TN SRO_Grant_MOU.pdf](#)

[2023 AMENDMENT 2 - MOU Elizabethton.pdf](#)

MEMORANDUM OF UNDERSTANDING
BETWEEN

AND

AND

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the above-named parties. Each individually as “Party” or collectively as “Parties”.

WHEREAS, well developed School Resource Officer (“SRO”) programs provide the crucial link between schools and law enforcement agencies in their continued efforts to establish and maintain safe and secure learning environments. An SRO, as part of his/her day-to-day operations, will be responsible for responding to all criminal acts committed at the school.

WHEREAS, the term School Resource Officer (“SRO”) has the same meaning as in Tennessee Code Annotated § 49-6-4202(6). “School resource officer’ means a law enforcement officer, as defined under § 39-11-106, who is in compliance with all laws, rules, and regulations of the peace officers standards and training commission and who has been assigned to a school in accordance with a memorandum of understanding between the chief of the appropriate law enforcement agency and the LEA.” The term “law enforcement officer” as defined under § 39-11-106 means an “officer, employee, or agent of government who has a duty imposed by law to (a) maintain public order; or (b) make arrests for offenses, whether that duty extends to all offenses or is limited to specific offenses; and (c) investigate the commission or suspected commission of offenses.” An SRO acts as a liaison between the police agency, the school, and the community. This does not include a School Safety Officer or a School Security Officer.

WHEREAS, the term Local Education Agency (“LEA”) has the same meaning as in Tennessee Code Annotated § 49-1-103(2). “Local education agency (LEA)’, ‘school system’, ‘public school system’, ‘local school system’, ‘school district’, or ‘local school district’ means any county school system, city school system, special school district, unified school system, metropolitan school system, or any other local public school system or school district created or authorized by the general assembly.”

NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

- I. PURPOSE OF MOU. The purpose of this MOU is to set forth the obligations of the Parties with respect to the placement of School Resource Officers (“SROs”) in schools and with respect to planning and funding related thereto for the purpose of providing a law enforcement presence at each school. For the purposes of selecting and assigning SROs, the term “Sheriff” shall include

the duly elected Sheriff or an authorized Sheriff Deputy designated by the Sheriff to oversee the SRO program. The term "Chief of Police" shall include the appointed Chief of Police or an authorized Officer designated by the Chief of Police to oversee the SRO program.

- II. AUTHORITY. This MOU is to serve as the template MOU for the SRO grant funded program authorized by Public Chapter 418 of the 113th Tennessee General Assembly and shall be executed between a local law enforcement entity and the LEA or public charter school and presented to the Tennessee Department of Safety and Homeland Security as part of the application process for grant funding.

This MOU is also made and entered into pursuant to the authority contemplated by Tennessee Code Annotated Sections 49-6-4201 et seq., and specifically the authority granted to the Parties under Tennessee Code Annotated Section 12-9-101 et seq., which provides that one (1) or more public agencies may contract with any one (1) or more public agencies to perform any governmental service, activity, or undertaking which each public agency entering into is authorized by law to perform; provided that such MOU shall be authorized by the governing body of each Party. Contracts entered into pursuant to Tennessee Code Annotated § 12-9-108 need not conform to the requirements set forth in this chapter for joint undertakings.

- III. GENERAL RESPONSIBILITIES OF LOCAL EDUCATION AGENCY (LEA) or PUBLIC CHARTER SCHOOL.

- A. Shall provide materials and facilities at each school location as are necessary for the SRO's performance of his/her function as an SRO at the assigned schools including, but not limited to the following:
- i. A secured climate-controlled and properly lighted office large enough, at a minimum, to adequately accommodate a desk, two (2) chairs, a gun safe, and a lockable file cabinet and be located as reasonably possible near the main office;
 - ii. A landline telephone to be located in the office;
 - iii. Access to a computer work station; and
 - iv. Secretarial assistance when needed by the SRO.
- B. Shall allow the SRO assigned to schools untethered access to the school facilities as required for the SRO to perform his/her duties on school property.
- C. Shall be responsible for all aspects and costs of operation of its schools and nothing herein shall place any monetary obligation on the County or City unless specifically provided for herein.

- D. Shall assist the SRO in the provision of his/her duties and responsibilities if requested by the Sheriff's Office or the assigned SRO.

IV. GENERAL RESPONSIBILITIES OF SHERIFF'S OFFICE or POLICE DEPARTMENT. The Sheriff or Chief of Police, on behalf of the County or City, shall have the following responsibilities:

- A. The Sheriff or Chief of Police shall have the sole authority to conduct background checks, hire, select, discharge, discipline, outfit, provide equipment, and determine (within the parameters established by state law) the qualifications of SROs. The Sheriff or Chief of Police may involve school administrators in the selection process at his/her discretion.
- B. Assign supervisors to oversee the SRO program and to perform non-scheduled visits to schools in which an SRO has been assigned.
- C. Assign SROs to the schools within the jurisdiction of the Local Education Agency (LEA) or Public Charter School pursuant to a full-time schedule. The grant funding is for a full-time SRO to be dedicated to each particular school.
- D. The sole authority to determine the duty hours of the SRO and the qualifications thereof, subject to the provision of IV.E. below.
- E. To the degree required by applicable law, ensure that all SROs maintain qualifications and satisfactorily accomplish continuing training and continuing education required for the SROs to maintain state required qualifications as provided in Tennessee Code Annotated § 49-6-4217. The County or City will remain responsible for the costs associated with the obligations contained in this Section IV.E.

V. QUALIFICATIONS OF AN SRO.

- A. An SRO must be a POST-certified, sworn officer of a law enforcement agency within the jurisdiction that includes the school community being served.
- B. An SRO is recommended to have at least two (2) years' experience as a police officer or the equivalent in order to be able to draw upon the expertise and experience of traditional police work when performing their duties in a school setting.
- C. An SRO should not only be selected based on specific qualifications, but on a genuine desire to work with youth. Due to the nature of the SRO position, the majority of the time is spent interacting with youth. The ability of an SRO to connect with students and provide positive and enriching relationships is a very important trait that will have a positive effect on the school's overall climate.

VI. TRAINING FOR AN SRO AND SCHOOL PERSONNEL.

- A. An SRO should receive forty (40) hours of specialized training provided by the Department of Justice, the National Association of School Resource Officers, Tennessee Association of School Resource Officers, Tennessee Law Enforcement Training Academy (TLETA), or other appropriate and recognized entity within one (1) year of being hired or assigned to a school, whichever is earlier. Due to the nature of the role of an SRO, it being significantly different than that of a traditional patrol officer, the SRO position requires skills and knowledge that may not be addressed in traditional law enforcement training. Therefore, it is important for an SRO to receive specialized training that will prepare him/her to work in a school setting.
- B. After the initial forty (40) hours of specialized training, an SRO should attend sixteen (16) hours per year of training specific to his/her SRO duties in addition to the twenty-four (24) hours of POST-certified training that is annually required. Annual training ensures an SRO remains up-to-date with school related issues, trends, and best practices and provides the SRO with the knowledge and ongoing professional development necessary to perform the duties of an SRO.
- C. Planning and training for emergencies and school safety should be conducted collaboratively by SROs and school personnel. Both should take an active role in training school personnel regarding emergency management issues. The development and implementation of school safety plans should be a collaborative effort, and school personnel should include and engage other first responders in the community.

VII. INFORMATION EXCHANGE. To best serve both the school and the law enforcement agency, it is important that lasting, long-term collaborations take place. The school and the law enforcement agency should participate in an open exchange of information and resources to better serve the students and the community. It may be necessary to formalize information-sharing procedures in order to address student confidentiality concerns.

VIII. GENERAL DUTIES OF AN SRO.

- A. The SRO shall not act as school disciplinarians, nor make decisions regarding school discipline. The SRO shall not be involved in the enforcement of disciplinary infractions that do not constitute violations of the law. The SRO shall retain full law enforcement authority and will take law enforcement action as appropriate. As soon as practical, the SRO will notify the head of the school of any such action. The SRO will comply with applicable state and federal law as they apply to SROs regarding special education students.

- B. The basic duties of SROs include monitoring those who visit schools, providing assistance for disruptive students, and enforcing applicable laws.
- C. An SRO may assist in any class as a guest speaker if requested by the head of the school in which the SRO is assigned.
- D. To the extent that the SRO may do so under the authority of law, the SRO will take appropriate law enforcement action as the SRO deems is appropriate including, but not limited to action against intruders and unwanted guests who may appear at the school and related school functions. As practical, the SRO will advise the head of the school before requesting additional police assistance on campus.
- E. The SRO may establish new programs relating to security and safety of the students and faculty but only after permission is granted by the Sheriff or Chief of Police and the head of the school in which the SRO is assigned.
- F. The SRO will assist other law enforcement officers in matters regarding his/her school assignment whenever necessary.
- G. The SRO shall make examination of all exterior doors to ensure they are locked or secured.
- H. SROs may have other specific duties and responsibilities as defined by the Sheriff's Office or Police Department.

IX. ADDITIONAL DUTIES OF AN SRO FOR MIDDLE AND HIGH SCHOOLS.

- A. The SRO will become familiar with all community agencies that offer assistance to youth and their families including, but not limited to school-based behavioral health liaisons, mental health clinics, mental health liaisons, and drug treatment centers. The SRO may recommend referrals to such agencies once the SRO notifies the head of the school.
- B. If requested by the head of the school and upon approval of the Sheriff or Chief of Police, the SRO may attend parent/faculty meetings to promote support and understanding of the SRO program.
- C. If an SRO determines it necessary, the SRO may, in accordance with applicable state and federal laws regarding the questioning of juveniles, conduct formal police interviews with students and faculty. The interviews shall also be conducted in conformance with the SRO's employing agency's policies and procedures, the LEA or Public Charter School policies, and all applicable laws.

- D. The SRO may act as an instructor for the Drug Abuse Resistance Education (“D.A.R.E.”) and for other related short-term programs at the assigned school if requested by the head of the school and approved by the Sheriff or Chief of Police.
- E. Upon approval of the Sheriff or Chief of Police, an SRO may be assigned to investigate incidents relating to thefts, alcohol or drug use, or any other crime occurring at the school in which the SRO is assigned.
- X. DISMISSAL AND REASSIGNMENT OF AN SRO. In the event the head of the school to which an SRO is assigned determines that the assigned SRO has failed to perform his/her duties and responsibilities, he/she may make a written request to the Superintendent or Director to request reassignment of the SRO including the reasons supporting the request. If the Superintendent or Director determines the request is valid, the Superintendent or Director shall promptly forward the written request to the Sheriff or Chief of Police for his/her consideration. The Sheriff or Chief of Police may, in his/her complete discretion, request a meeting with the head of the school to which an SRO is assigned and the SRO to determine whether reassignment is appropriate. The Sheriff or Chief of Police may request the Superintendent or Director to attend the meeting. If a meeting is held, the Sheriff or Chief of Police shall take the comments and written request into consideration in determining whether the SRO will be reassigned. Should the Sheriff or Chief of Police determine a meeting with the head of the school to which an SRO is assigned would not be advantageous, the Sheriff or Chief of Police shall determine whether the SRO shall be reassigned based on the information provided to him/her. The authority to reassign an SRO shall be in the complete discretion of the Sheriff or Chief of Police.
- XI. RECORDS. The SRO will maintain detailed and accurate records of all actions taken by the SRO and general operations relating to the SRO program and shall submit those records to the Sheriff’s Office or Police Department.
- XII. TERM. The initial term of this MOU shall commence on the date this MOU is fully executed by the Parties and shall continue until June 30, 2024. The grant funding program requires an annual application for funding and an annual execution of an MOU.
- XIII. TERMINATION.
- A. Termination for Convenience. Any Party may terminate this MOU at any time by providing thirty (30) calendar days’ written notice to the other Parties. Notice shall also be given to the Tennessee Department of Safety and Homeland Security. Such termination shall not affect in any manner any prior existing obligations between the

Parties. Any unspent grant funding shall be returned to the Tennessee Department of Safety and Homeland Security.

- B. Termination for Lack of Funding. Should any Party fail, after exercising good faith effort, to obtain the grant funding for the provision of SROs, this MOU shall be terminated immediately upon receiving written notice from the Tennessee Department of Safety and Homeland Security that the requirements for grant funding were not met. Termination for lack of funding shall not be deemed termination for breach.

XIV. RELATIONSHIP OF THE PARTIES. The SROs assigned to schools shall be considered employees of County, Sheriff's Office, City, or Police Department and shall be subject to the employing agency's control, supervision, and chain of command. The assigned SROs shall not be considered employees of the Local Education Agency (LEA) or the Public Charter School. Assigned SROs will be subject to current procedures and policies in effect for his/her employing agency, including attendance at all mandated training and testing to maintain state law enforcement certification. This MOU is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this MOU.

XV. COOPERATION. The Parties agree to cooperate fully in order to successfully execute the terms and conditions of this MOU, including obtaining all regulatory and governmental approvals required by this MOU recognizing that the intent of each party to other parties is to serve the individual interests of each party while respecting the conditions and obligations of this MOU.

XVI. ADMINISTRATION. This MOU shall be administered by the head of the Local Education Agency (LEA) or Public Charter School for the Local Education Agency (LEA) or Public Charter School and the Sheriff or Chief of Police shall administer this MOU on behalf of the County or City.

XVII. LIMITATION ON LIABILITY. Each Party shall be responsible for its own actions and the actions of its employees, contractors, subcontractors, and agents conducted pursuant to this MOU. No Party shall be liable for claims against another party unless liability is imposed under the Tennessee Governmental Tort Liability Act.

XVIII. GENERAL TERMS.

- A. Choice of Law and Forum. This MOU shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this MOU, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively

maintained in a court of competent jurisdiction sitting in the County in which the Local Education Agency (LEA) or Public Charter School is located.

- B. Notices. All notices, demands, and requests to be given hereunder by any Party shall be in writing and must be sent by certified or registered mail and shall be deemed properly given if tendered at the address below or at such other address as any Party shall designate by written notice to the other Parties.

County or City:

Sheriff or
Chief of Police:

LEA or Public Charter
School:

- C. Entire Understanding and Modifications in Writing. This MOU and any exhibits included herewith at the time of execution of this MOU contain the entire MOU between the parties, and no statement, promises, or inducements made by any party or agency of any party that is not contained in this MOU shall be valid or binding and this MOU may not be enlarged, modified, or altered except in writing and signed by the parties and attached hereto.
- D. Dispute Resolution. The Parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the foregoing statement, any claims, disputes, or other matters in question between the Parties to this MOU, arising out of or relating to this MOU or breach thereof, shall be subject to and decided by a court of law.
- E. Assignment. The rights and obligations of this MOU are not assignable.

- F. Waiver. No waiver of any provision of this MOU shall be valid unless in writing and signed by the parties against who charged.
- G. Headings. The headings in the MOU are for convenience and reference and are not intended to define or limit the scope of any provision of this MOU.
- H. Employment Practices. No party shall subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities. The Parties shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform and Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts, and all other applicable laws.
- I. Independent Contractor. The relationship of the Parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this MOU. No party shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any presentation, act, or omission of any other party contrary to the terms of this paragraph.
- J. Severability. If any one or more of the covenants, agreements, or provisions of this MOU shall be held contrary to any expressed provisions of law or contrary to any policy of expressed law, although not expressly prohibited, or contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or provisions of this MOU.
- K. Specific Performance. The Parties recognize that the rights afforded to each under this MOU are unique and, accordingly, County or City shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.
- L. Compliance with Laws. The Parties shall comply with all laws of the United States of America, the State of Tennessee, and local laws and shall secure all necessary permits and licenses and keep the same in force during the term of this MOU.
- M. Property. Each party shall be responsible for acquiring, holding, and disposing of real and personal property used in the provisions of the services and obligations provided herein.

- N. Press Releases. In connection with the provision of SROs or the obligations or duties contained in this MOU, the Parties hereby agree that no party shall issue a press release or other similar external communications regarding this MOU, or otherwise related to the obligations or duties provided herein without written permission from all Parties. The Parties shall mutually agree on the language of any press release, provided that no Party shall unreasonably withhold its approval of the language. The Local Education Agency (LEA) or Public Charter School shall not publicly comment on the actions of a particular SRO without first consulting with the Sheriff or Chief of Police or designee.
- O. List of Schools. The schools covered by this MOU are those listed on Attachment A.
- P. Effective Date. This MOU shall be binding and effective on the date it has been signed by the authorized representative of the Local Education Agency (LEA) or Public Charter School and the Sheriff or Chief of Police.

IN WITNESS WHEREOF, the Parties have executed this MOU effective as of the date and year written below.

Signature of LEA or Public Charter School

Signature of Sheriff or Chief of Police

DATE: _____

DATE: _____

Attachment A follows this page

ATTACHMENT A
SCHOOLS COVERED BY THIS MOU

School Name	
Address	
City	School #

School Name	
Address	
City	School #

School Name	
Address	
City	School #

School Name	
Address	
City	School #

School Name	
Address	
City	School #

School Name	
Address	
City	School #

School Name	
Address	
City	School #

**THIS IS A CONFIDENTIAL DOCUMENT AND IS NOT SUBJECT TO RELEASE OR DISTRIBUTION
AS A PUBLIC RECORD PURSUANT TO TENN. CODE ANN. § 10-7-504(p)**

ATTACHMENT B

AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (“MOU”) BETWEEN THE ELIZABETHTON CITY BOARD OF EDUCATION AND THE ELIZABETHTON POLICE DEPARTMENT

Pursuant to section XVIII.C. of the MEMORANDUM OF UNDERSTANDING (“MOU”) between the Elizabethton City Board of Education and the Elizabethton Police Department, the MOU is modified by this Amendment as follows:

1. Secretarial assistance provided pursuant to Section III.A.iv. of the MOU and assistance provided to the SRO in the provision of his/her duties and responsibilities pursuant to Section III.D. of the MOU shall be reasonable assistance. School administrators may report alleged abuse of requests for assistance to the Superintendent/Director of Schools, who shall determine that the assistance is reasonable or, if unreasonable, discuss resolution of the dispute with the Chief of Police.
2. The Parties shall comply with all applicable state and federal laws and regulations governing confidentiality of records, including without limitation, the Family and Educational Rights and Privacy Act (20 U.S.C. 1232g) and Tenn. Code Ann. § 10-7-504(a)(4). Confidential records shall be collected, maintained, used and/or disclosed for the duties and responsibilities outlined in the MOU. Both Parties to the MOU will take all reasonable physical, administrative and technical safeguards to protect the confidentiality of information collected, maintained, used or transferred by physical, electronic or other means.
3. The SRO will provide full-time services to the assigned school during regular school hours on all days when students are present and shall not be removed from the school for reasons other than a law enforcement emergency. To the maximum extent possible, the Police Department will provide a substitute officer during the absence of the assigned SRO.
4. Background checks conducted by the Chief of Police pursuant to Section IV.A. of the MOU shall comply with the requirements of Tenn. Code Ann. § 49-5-413(d) regarding offenses that disqualify the presence of an individual who may have direct contact with school children or who will come on or about school property when children are present.
5. The Elizabethton Police Department agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subject to discrimination in the performance of services provided pursuant to the MOU on the basis of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee constitutional or statutory law.

6. Approval of the Chief of Police pursuant to Section IX.E. of the MOU shall be presumed if the SRO investigates thefts, alcohol or drug use, or any other crime occurring at the assigned school or during a school-related activity either on or off the premises of the assigned school.
7. The LEA shall have all rights and remedies provided to the City by Section XVIII.K. of the MOU.
8. Public comments on the actions of a particular student, employee or other individual shall not be deemed public comments of the LEA pursuant to Section XVIII.N. of the MOU unless made with the authorization of the LEA.
9. Provided the terms of board policy do not directly conflict with the MOU, the SRO will perform his/her duties to the maximum extent possible in compliance with policies adopted by the Elizabethton City Board of Education.
10. Provided the terms of a memorandum of understanding between the Parties regarding school resource officers that exists at the time the MOU is effective do not directly conflict with the MOU, the terms of the existing memorandum of understanding are incorporated into the MOU to the maximum extent possible.
11. The terms of a memorandum of understanding between the Parties regarding school resource officers that exists at the time the MOU is effective shall be included as a prior existing obligation pursuant to Section XIII.A. of the MOU.
12. It is fully acceptable for school officials to be transported in a City of Elizabethton's police vehicle when conducting official school functions. It is further understood, that school officials are covered under the Elizabethton City School System's liability insurance when being transported by an officer of the Elizabethton Police Department.
13. It is agreed that school resource officers shall not transport students in their vehicles except when one of the following situations exist:
 - a) When the students are victims of a crime, under arrest, some other emergency circumstances exist or the student needs to be escorted back to campus pursuant to paragraph 19 of this agreement; or
 - b) When students are suspended and sent home from school pursuant to school disciplinary actions and the student's parent or guardian has refused or is unable to pick-up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of the other students and school personnel, as determined by the school resource officer or his/her supervisor.
14. If circumstances require that the SRO transport a student, then the school officials must provide a school official or employee to accompany the officer in the vehicle.
15. If a student is transported to any other location other than the school campus, the student's parent, guardian or custodian must be at the destination to which the student is being transported.
16. School Resource Officers shall not transport students in their personal vehicles.

17. School Resource Officers shall notify the school principal before removing a student from campus.
18. School Resource Officers may not take a juvenile into custody simply because he/she is truant.
19. Officers and school personnel have an obligation to safeguard students from harm. Therefore, in the event a student departs from campus without the appropriate approval, the principal shall be notified. If either the school resource officer or school personnel determines that the student is in or potentially in a harmful situation, the school resource officer along with the principal or his/her designated school employee may take the necessary steps to escort the student back to campus. The school resource officer shall complete a detailed police incident report documenting any action taken and shall ensure that the student's parents, guardians, or custodian is contacted within a reasonable time period.

IN WITNESS WHEREOF, the Parties have executed this AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (“MOU”) effective as of the date and year written below.

Signature of LEA

Signature of Chief of Police

DATE: _____

DATE: _____

Elizabethton City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Appeals to and Appearances Before the Board	Descriptor Code: 1.404	Issued Date: 10/12/00
		Rescinds: 1.404	Issued: 06/20/96

1 APPEALS TO THE BOARD

2 ~~All~~ Any matters relating to the operation of the school system may be appealed to the Board.
3 However, the ~~Board desires that~~ parties shall attempt to settle all matters ~~be settled~~ at the lowest level
4 of responsibility, and ~~the Board will shall~~ not hear complaints or concerns which have not advanced
5 through the proper administrative procedure ~~from the point of origin~~. If all ~~steps of the~~ administrative
6 ~~channels~~ procedure have been pursued and there is still a desire to appeal to the Board, the matter shall
7 be referred in writing ~~to the office of the Director of Schools~~, and the Board shall determine whether to
8 hear the appeal.

9 APPEARING BEFORE THE BOARD

10 Individuals desiring to appear before the Board may request placement on the agenda by contacting the
11 office of the Director of Schools at least ~~seven (7) days~~ ~~three (3)~~ days before the meeting. They will be
12 recognized at the beginning of the meeting ~~and given time to speak when their topic of interest is~~
13 ~~addressed on the agenda~~. Sufficient background material will be provided by the speaker. The chairman
14 shall recognize individuals not on the agenda for remarks to the Board. A majority vote of members
15 present can overrule the decision of the chairman.

16 Delegations must select only one individual to speak on their behalf unless otherwise determined by the
17 Board.

18 Recognition of individuals who are not citizens of the school system is to be determined by a majority
19 vote of the Board.

20 Individuals speaking to the Board shall address remarks to the ~~chairman~~ Chair and may direct questions
21 to individual board members or staff members only upon approval of the ~~chairman~~ Chair. Each person
22 speaking shall state his/her name, address, and subject of presentation. Remarks will be limited to five
23 (5) minutes unless time is extended by a majority vote of the Board. The ~~chairman~~ Chair shall have the
24 authority to terminate the remarks of any individual who ~~does not adhere to the above rules or chooses~~
25 ~~to be abusive to an individual board member or the Board as a whole.~~ ~~violates state law or does not~~
26 ~~adhere to board rules.~~ Members of the Board and the director of schools may have the privilege of
27 asking questions of any person who addresses the Board.

Commented [MN1]: From TSBA:

State law, Public Chapter 300, now requires that notice of board meetings include information on how individuals may provide public comment on agenda items. Additionally, each board meeting with actionable items on the agenda is required to have a time dedicated to public comment. The law allows Boards to establish reasonable restrictions on the length of the comment period, number of speakers, and the length of time per speaker. This is an area in which Boards have significant flexibility, and we encourage modifying our model policy to meet local needs.

1 Individuals desiring additional information about any item on the agenda shall direct such inquiries to
2 the office of the director of schools.

Legal Reference:

1. TCA 39-17-306

Cross References:

School Board Meetings 1.400

Agendas 1.403

Complaints About School Personnel 5.502

3

[Redacted]

Legal References

1. TCA 39-17-306

2. Public Acts of 2023, Chapter No. 300

[Redacted]

Cross References

School Board Meetings 1.400

Public Hearings 1.401

Agendas 1.403

Discrimination/Harassment of Employees 5.500

Complaints and Grievances 5.501

Student Discrimination, Harassment, Bullying, Cyber-

bullying, and Intimidation 6.304

Student Concerns 6.305

4