

ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION

REGULAR SCHEDULED MEETING

Thursday, March 21, 2024, @ 5:30 PM

Board Members

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

The Elizabethton Board of Education will meet on Thursday, March 21, 2024, 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**
 - Kaitlin Thompson
309 Merry Drive
Elizabethton, TN 37643
6. **SPECIAL RECOGNITION**
 - A. EHS Robot Drone League - These students have completed at UVA Wise and ETSU. They placed 2nd in both locations and won the best Rookie Team in both locations.
 - B. The following teachers have served as team members or as chairperson for the CER Curriculum Review Team.
Amanda Barnett
Lindsey Mussard
Amy Townsend
Rachel Bowman
Courtney Shelton
Will Dugger-Chair
Brandi McCloud-Chair
 - C. Elizabethton High Schools' Culinary Arts program recently competed in a cooking contest at Bristol Motor Speedway.
7. **CONSENT AGENDA**
 - A. Minutes of Regular Meeting: Date February 15, 2024
 - B. Approve General Purpose Fund Financial Statement, Date- February 2024
 - C. Approve Federal Projects Fund Financial Statement, Date- February 2024

- D. Approve School Nutrition Fund Financial Statement, Date- February 2024
 - E. Approve Professional Leave for the Director of Schools to attend the Association of Independent and Municipal Schools (AIMS) Retreat in Buchanan, TN., April 22-24, 2024
 - F. Approve Membership Agreement with the Comprehensive Educational Resources educational consortium for the 2024-2025 school year.
 - G. Approve Out-of-State EPP agreement between Elizabethton City Schools and Grand Canyon University.
 - H. Approve School Counseling Clinical Affiliation Agreement between Liberty University, INC. and Elizabethton City Schools for potential placement of school counseling candidate.
 - I. Approve request to close the Escrow Account with GRC, Inc. that was opened for the purpose of the retainage for the TA Dugger Construction Project. That project is now completed, and the account can be closed.
 - J. Approve Request for property/equipment sale/disposal
 - K. Approve agreement between Interquest Canines and Elizabethton City Schools for the 2024-2025 school year.
8. **REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS**
- A. Personnel Report
 - NEW HIRES:
 - Jordan Baker- Boys' Asst, Soccer Coach-effective 2/22/2024
 - Tristan Bowden- ESP Student Leader -effective 2/16/2024
 - Melissa Ollis- Substitute Cook-effective 2/21/2024
 - Taylor Shanks-Head Softball Coach @ TAD-effective 2/12/2024
 - Katelyn Jones-Assistant Softball coach @ TAD-effective 2/28/2024
 - Brayden Blevins-ESP Student Leader-effective 3/14/2024
 - ADDITIONAL POSITION:
 - Jessica Hayes- Girls' Golf Coach-effective 2/9/2024
 - Libby Post- ESP-effective 2/27/2024
 - Isabella Cranford-Boys' & Girl's Assistant Soccer Coach-eff. 2/2024
 - TRANSFERS:
 - Austene Smith-from Interim teacher to TNAC Assistant @ TAD-effective 4/2/2024
 - RESIGNATIONS:
 - Melissa Harrah-Cafeteria Personnel-effective 2/9/2024
 - Charlotte MacDonald-Cafeteria personnel-effective 2/21/2024
 - Nicole Horne-Teacher-effective 2/29/2024
 - Melenda Egolf-Girls' Assistant Basketball Coach @ EHS-effective 3/7/2024
 - Robyn Roszel-Assistant Swim Coach @ EHS-effective 3/4/2024
 - Skylar Steele-Substitute Teacher-effective 3/8/2024
 - Kendall Treadway-Head Volleyball Coach @TAD-effective 3/5/2024
 - Emily Mathews-Dir. of Coordinated School Health-effective 4/1/2024
 - Sarah Jones-TNAC Inst. Assistant @ TAD-effective 3/15/2024

TERMINATIONS:

LEAVE OF ABSENCE:

Brooke Clawson-effective 2/12/2024-4/30/2024

Billy Etter-effective 3/14/2024-8/7/2024

Melenda Egolf-effective 4/8/2024-6/5/2024

Gary Harrison-effective 4/5/2024-4/29/2024

Sylvia Tolley-effective 2/27/2024-3/11/2024

Casey Waters-effective 3/19/2024-5/22/2024

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

9. **REGULAR AGENDA**

- A. Approve Dual Enrollment agreement between Elizabethton City Schools and Tennessee College of Applied Technology-Elizabethton for the 2024-2025 school year.

10. **FOR YOUR INFORMATION**

11. **NEXT REGULARLY SCHEDULED BOARD MEETING**

The next regularly scheduled Board Meeting will be held on Thursday, April 18, 2024 at 5:30pm in the Mack Pierce Board Room of the Elizabethton Board of Education, located at 804 S. Watauga Avenue, Elizabethton, TN.

12. **ADJOURN**

ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION
REGULAR SCHEDULED MEETING
Thursday, February 15, 2024 5:30 PM
Mack Pierce Board Room

The Elizabethton Board of Education met in a regular meeting on Thursday, February 15, 2024, at 5:30 PM, at Mack Pierce Board Room.

Attendance Taken at 5:29 PM.

Ed Alexander: Present
Phil Isaacs: Present
Danny O'Quinn: Present
Eddie Pless: Present
Jamie Schaff: Present

1. CALL TO ORDER
2. MOMENT OF SILENCE
3. PLEDGE TO THE FLAG
4. 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.

Ed

Alexander: aye

Phil
Isaacs: aye

Danny
O'Quinn: aye

Eddie
Pless: aye

Jamie
Schaff: aye

aye: 5, nay: 0

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: Date: January 18, 2024

B. Approve General Purpose Fund Financial Statement, Date: January 2024

C. Approve Federal Projects Fund Financial Statement, Date: January 2024

D. Approve School Nutrition Fund Financial Statement, Date: January 2024

E. Approve second reading of the following Board Policies:

4.700 Testing Programs

F. Approve request for Property / Equipment - Sale / Disposal.

G. Approve CTE Exchange agreement between Elizabethton City Schools and
Unicoi County Schools for the 2023-2024 school year.

H. Approve the 2024-2025 Pre- K Continuous Quality Improvement Plan.

I. Approve Federal Projects Budget Amendments #1

8. REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS

A. Personnel Report

NEW HIRES:

Keirstyn Brooks-ESP Student Leader-Effective 1/30/2024

Amy Emmert- Interim Educational Assistant @ EHS- Effective 1/23/2024

Austene Smith-Interim SS Teacher @ TAD-Effective 1/23/2024

REHIRE:

Zach Bickford-Interim SPED Teacher @HME-Effective 1/22/2024

ADDITIONAL POSITION:

Margie Lopez-ESP Student Leader-Effective 1/23/2024

TRANSFERS:

Alexis Bier-Interim TNAC Teacher-Effective 1/26/2024

Olivia Roe-Interim Teacher-Effective 3/2/2024

Amanda Woodby-from P/T SPED. Assistant to F/T Educational Assistant-

Effective 2/5/2024

Carolyn Ayers-from SPED Assistant.to Reg. Ed Assistant-Effective
2/5/2024

RESIGNATIONS:

Angela Taylor-Educational assistant-Effective 1/19/2024

Bo Toft-Educational Assistant-Effective 2/5/2024

TERMINATIONS:

LEAVE OF ABSENCE:

Jordy Harrison-Effective 1/22/2023-3/1/2024

Michael Wilson-Effective 1/12/2024-2/2/2024

Brooke Clawson-Effective 2/12/2024-4/30/2024

B. Director's Update

Mr. VanHuss updated on the capital projects that are in progress:

- Harold McCormick has 2 more rooms that are almost completed.
- TAD-the secure entrance is about to wrap up. The roll up indoor has been installed. They have a few more doors that need to have ballistic film put on them. We are hoping to obtain a certificate of occupancy very soon.
- Union building-we hope to move some offices into the building after spring break. The HVAC unit is in and has been tested. Next will be the floor tiles. We hope to begin on the Family Resource after these offices are completed.
- Softball field is completed. I'm not sure who is happier, the girls or the coaches. The field looks great, there are just a few cleanup items that need to be taken care of.
- Baseball field-the new netting is up. They are ready to begin installation of the new turf.
- Hitting Facility-the building permit has been received. The Diamond Club will be heading up this project. There should be a lot of work beginning in the next few weeks.
- Training Facility; we are making sure financially that we are getting the most that we can for our money. Mr. Weems is looking over everything and helping us with this. We hope to be able to have the groundbreaking some time in March or early April.

- Thank you for your consideration of the ballistic film installation which is on our regular agenda tonight. This will be paid for through a combination of funding from the State Safety Grant, general purpose funds and the COPS Grant. This will be a huge improvement for safety across the district.
- Thank you for the opportunity to attend the TSBA Legal and Legislative Institute. We gained a lot of information, some we liked and some we didn't. It was good to be there with our board members, and it was a good chance to talk with and interact with other directors and school board members as well.
- We will have our first Budget Workshop tonight following our board meeting. We will focus on capital requests and needs from all schools. Workshop #2 will probably be in April and that will give us time to look at TISA information and see what our budget figures look like as well. We will focus on staffing and personnel positions during this workshop.
- I want to say congratulations to Hudson Smith, who was selected and voted by his peers to be the new Student Liaison for the 2024-2025 school year. He has big shoes to fill. Hudson is a great guy. I am sure that Hannah will teach him everything he needs to.

C. Board Member Reports

Mr Pless reported on how nice the new entrance at TA Dugger looks and what a better situation as far as security and safety reasons go. He also went by Harold McCormick and commented on what an amazing group that can carry on and continue teaching with all they are going through. It is very nice to see the progress. We appreciate them continuing day after day and doing what they have to during the progress of an old building.

Mrs. Schaff was appreciative of the opportunity to attend the conference. It was reassuring to sit with other school boards and see that we are not a minority regarding school vouchers. Speaking with the Senator and Speaker was quite enlightening. It was interesting to hear other school board members' opinions on this and how the teachers and public education are at the forefront of what we are all there for and these vouchers will take away from the public school systems.

Mr. Isaacs agreed with Mrs. Schaff. He has seen a lot of changes during

his term on the school board. A lot of major changes, and we are going to have to change with it.

Mr Pless spoke a little about the new Artificial Intelligence component. If you aren't using it and not in a classroom having to deal with it, you may now realize the impact. I learned in about 10 minutes how to use it not for good. Students need to know and be taught how to use it properly. The student athletes need to be protected and taught the correct way to use this.

D. City Council Liaison's Report

Mr. Simerly thanked us for the update on the Training Facility. We are all excited about this project.

We have a new facility that the City acquired and there are several pieces of exercise equipment that may be of use for the new training facility. If you are interested, please contact the City Manager if you would like to take a look at these. It has officially changed hands and we have the keys to the building.

In early March, the City Council will be headed to our annual conference. At this conference, we meet with all the leaders and, more importantly, we go to Capitol Hill and meet with the Legislature as well as the Senate. If we could get a copy of the State Voucher Program that was voted on last meeting. I will be happy to hand-deliver that to our Senate and the Legislative Staff. It looks like the Governor is wide open on the voucher program. He needs to listen to the people who voted for him.

E. Student Liaison's Report

First, I would like to congratulate Hudson Smith, he will do a great job. The keychains that each of you have were designed by our Digital Arts students and teachers this year. If you didn't know, this is the 50th year of Elizabethton High School, which began in 1974.

These keychains have the coordinance of the school and the design they made. You can have little token of that with you now.

I want to highlight the new messaging system that Dr Minton and I have

been working on. We have pushed this out and are enrolling students. It is the same thing that teachers use to communicate and now students have the same access. This is really the best way to keep the students informed, so they will be able to know what is happening at school.

Mr Pless, on behalf of the board members, thanked the schools for the gifts in recognition of National School Board Week.

9. REGULAR AGENDA

- A. Approve Elizabethton City Schools Budget Request for the 2024-2025 school year.

Motion was made by Danny O'Quinn, second by Phil Isaacs To approve Elizabethton City Schools Budget Request for the 2024-2025 school year.
Motion carried.

Ed

Alexander

er:

Phil

Isaacs: aye

Danny

O'Quinn aye

n:

Eddie

Pless: aye

Jamie

Schaff: aye

aye: 5, nay: 0

We are not requesting any additional funding for the 2024-2025 school year. Last year, we approached the City about a million dollar investment to complete some capital projects. That was 500,000.00 for 2023-2024 and 500,000.00 for 2024-2025. We appreciate that commitment for 2024-2025,

but beyond that, we will not be asking for any more funds. We are very appreciative of Mr. Simerly and the entire City Council and City government as a whole and how they support us financially. They are behind us every step of the way. We are very blessed to have such a great relationship with them. It takes a village to operate a school system, and we are blessed to have people like our school board and City Council who understand how important it is to invest in our children. They put their money where their mouth is. We have been able to do things that we never could have done without their support.

Mr. Pless appreciated that Mr. Isaacs brought up how other systems had talked about their needs and being in trouble and how we had been helped through the years by the City. We are very fortunate.

Mr. VanHuss also pointed out that we will be notifying the City of our request to use some of the 1/2 cent sales tax as needed on the final amounts of some of our projects.

- B. Approve awarding RFP ECSS 2023-2024-02 for Purchase and Installation of Security Film for Windows and Entrance Doors to Solar Response, LLC. Motion was made by Ed Alexander, second by Danny O'Quinn To approve awarding RFP ECSS 2023-2024-02 for Purchase and Installation of Security Film for Windows and Entrance Doors to Solar Response, LLC. Motion carried.

Ed

Alexander: aye

er:

Phil

Isaacs: aye

Danny

O'Quinn: aye

n:

Eddie

Pless: aye

Jamie

Schaff: aye

aye: 5, nay: 0

This is to install ballistic film on all the glass doors and windows that are at least ground level, and we are going a little above ground level. This will not stop a bullet, but it will keep the glass from shattering, and it won't allow someone to just come through. This will give us more time to respond. Hopefully, this will make parents feel better, knowing that we are doing everything that we can to keep our children safe.

Mr. Alexander expressed how thrilled he is that we are doing this for our schools. It takes just seconds for something to happen, as we have seen in other school systems.

10. FOR YOUR INFORMATION

11. NEXT REGULARLY SCHEDULED BOARD MEETING

The next regularly scheduled Board Meeting will be held on Thursday, March 21, 2024 at 5:30pm in the Mack Pierce Board Room of the Elizabethton Board of Education, located at 804 S. Watauga Avenue, Elizabethton, TN.

12. ADJOURN

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

Ed

Alexander: aye

Phil

Isaacs: aye

Danny

O'Quinn: aye

Eddie

Pless: aye

Jamie
Schaff: aye
aye: 5, nay: 0

Chairman of the Board

Director of Schools

ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION

2023-2024 BUDGET WORKSHOP #1

Thursday, February 15, 2024 6:30 PM

Mack Pierce Board Room

The Elizabethton Board of Education met in a regular meeting on Thursday, February 15, 2024, at 6:30 PM, at Mack Pierce Board Room.

1. CALL TO ORDER
2. SYSTEM-WIDE PRIORITY BUDGET REQUESTS FOR THE 2024-2025 SCHOOL YEAR.

Budget Workshop #1

Discussion of Summary of budget request items from Principals and Supervisors:

HME: possible replacement of intercom system. (\$40,000): New lockers (\$22,000): paint outside of school (\$5,000):

The entire intercom system may not need replacing. The current lockers are 40 years old. The labor for painting will be done by the inmates.

WSE: Ramps for 2 classrooms (\$10,000); Sensory Room (\$15,000)

TAD: New flooring in the main hallway w/ contingency (\$23,000);

Aiphone/Card Reader @ the Gym Door (\$6,000)

EHS: Men & Women's C- Hall restrooms updated (\$15,000): Women's dressing facilities (\$10,000): Seal & Stripe Student parking lot (\$55,000);

Cameras for CTE Classrooms (\$4,500)

3. ADJOURN:

		2023-24	2023-24	2023-24	2023-24	Unencumbered	February 2023-24	
<u>Acct</u>		<u>Original Budget</u>	<u>Revised Budget</u>	<u>FYTD Activity</u>	<u>FYTD %</u>	<u>Balance - YTD Act</u>	<u>Monthly Activity</u>	
141 R 40110	000	CURRENT PROPERTY TAX	3,600,000.00	3,600,000.00	2,067,931.39	57.44	1,532,068.61	437,338.59
141 R 40120	000	TRUSTEE'S COLLECTIONS - PRIOR	86,000.00	86,000.00	54,633.85	63.53	31,366.15	5,646.45
141 R 40130	000	CIR CLK/CLK & MASTER COLLECTIO	23,000.00	23,000.00	10,260.19	44.61	12,739.81	0.00
141 R 40140	000	INTEREST AND PENALTY	27,000.00	27,000.00	9,386.00	34.76	17,614.00	927.77
141 R 40162	000	PAYMENTS IN LIEU OF TAXES-LOCA	59,000.00	59,000.00	12.57	0.02	58,987.43	0.00
141 R 40163	000	PAYMENTS IN LIEU OF TAXES - OT	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
141 R 40210	000	LOCAL OPTION SALES TAX	4,200,000.00	4,200,000.00	1,635,230.84	38.93	2,564,769.16	337,588.04
141 R 40275	000	MIXED DRINK TAX	22,000.00	22,000.00	16,677.93	75.81	5,322.07	2,095.52
141 R 40320	000	BANK EXCISE TAX	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00
141 R 41110	000	MARRIAGE LICENSES	600.00	600.00	404.79	67.47	195.21	29.92
141 R 43511	000	TUITION - REGULAR DAY STUDENTS	380,000.00	380,000.00	209,731.19	55.19	170,268.81	-169.36
141 R 43513	000	TUITION - SUMMER SCHOOL	750.00	750.00	0.00	0.00	750.00	0.00
141 R 43517	000	TUITION - OTHER	227,975.00	227,975.00	138,511.23	60.76	89,463.77	12,883.22
141 R 44110	000	INVESTMENT INCOME	40,000.00	40,000.00	82,221.37	205.55	-42,221.37	17,460.31
141 R 44120	000	LEASE/RENTALS	1,000.00	1,000.00	100.00	10.00	900.00	100.00
141 R 44170	000	MISCELLANEOUS REFUNDS	0.00	0.00	15,331.10	0.00	-13,841.73	-178,363.17
141 R 44990	000	OTHER LOCAL REVENUES	273,195.00	273,195.00	120,604.80	44.15	152,590.20	24,421.64
141 R 46510	000	TISA STATE FUNDING	19,250,000.00	19,250,000.00	13,906,295.92	72.24	5,343,704.08	1,909,840.54
141 R 46515	000	EARLY CHILDHOOD EDUCATION	407,000.00	407,000.00	201,407.76	49.49	205,592.24	0.00
141 R 46550	000	DRIVER EDUCATION	6,500.00	6,500.00	0.00	0.00	6,500.00	0.00
141 R 46590	000	OTHER STATE EDUCATION FUNDS	239,876.00	239,876.00	0.00	0.00	239,876.00	0.00
141 R 46610	000	CAREER LADDER PROGRAM	30,907.00	30,907.00	15,504.89	50.17	15,402.11	0.00
141 R 46790	000	OTHER VOCATIONAL	340,113.00	340,113.00	95,089.99	27.96	245,023.01	0.00
141 R 46990	000	OTHER STATE REVENUES	113,000.00	113,000.00	0.00	0.00	113,000.00	0.00
141 R 47590	000	OTHER FEDERAL THROUGH STATE	64,842.00	64,842.00	0.00	0.00	64,842.00	0.00
141 R 48610	000	DONATIONS	26,400.00	26,400.00	11,844.91	44.87	14,555.09	0.00
141 R 49800	000	OPERATING TRANSFERS	2,460.00	2,460.00	200,000.00	8,130.08	-197,540.00	200,000.00
141 R 49810	000	CITY GENERAL FUND TRANSFER	2,400,000.00	2,400,000.00	1,400,000.00	58.33	1,000,000.00	0.00
Grand Revenue Totals		31,853,618.00	31,853,618.00	20,191,180.72	63.39	11,663,926.65	2,769,799.47	

Number of Accounts: 43

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

Acct	2023-24		2023-24		Unencumbered		February 2023-24
	Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance - YTD Act	Monthly Activity	
141 E 71100 --- --- -----	REGULAR INSTRUCTION PROGRAM	14,555,796.00	14,555,796.00	6,885,851.78	47.31	7,665,321.93	1,069,602.85
141 E 71200 --- --- -----	SPECIAL EDUCATION PROGRAM	2,561,690.00	2,561,690.00	1,307,001.18	51.02	1,254,095.83	211,160.18
141 E 71300 --- --- -----	VOCATIONAL EDUCATION PROGRAM	1,716,235.00	1,716,235.00	926,578.07	53.99	771,283.36	137,862.47
141 E 71400 --- --- -----	STUDENT BODY EDUCATION PROGRAM	425,130.00	425,130.00	376,135.06	88.48	48,994.94	107,702.52
141 E 72110 --- --- -----	ATTENDANCE	111,810.00	111,810.00	68,979.13	61.69	40,480.87	5,942.00
141 E 72120 --- --- -----	HEALTH SERVICES	433,622.00	433,622.00	229,293.77	52.88	200,764.23	37,325.13
141 E 72130 --- --- -----	OTHER STUDENT SUPPORT	1,117,740.00	1,117,740.00	429,244.85	38.40	677,989.15	62,621.72
141 E 72210 --- --- -----	REGULAR INSTRUCTION PROGRAM	1,326,988.00	1,326,988.00	689,511.39	51.96	635,001.61	78,834.34
141 E 72220 --- --- -----	SPECIAL EDUCATION PROGRAM	413,459.00	413,459.00	236,553.30	57.21	176,255.70	32,615.43
141 E 72230 --- --- -----	VOCATIONAL EDUCATION PROGRAM	178,895.00	178,895.00	106,699.40	59.64	72,136.28	13,793.19
141 E 72250 --- --- -----	TECHNOLOGY	830,510.00	830,510.00	572,323.51	68.91	253,377.22	63,266.24
141 E 72310 --- --- -----	BOARD OF EDUCATION	596,365.00	596,365.00	466,391.97	78.21	119,807.79	40,835.40
141 E 72320 --- --- -----	OFFICE OF THE SUPERINTENDENT	438,535.00	438,535.00	288,402.97	65.77	137,027.27	35,432.06
141 E 72410 --- --- -----	OFFICE OF THE PRINCIPAL	1,897,951.00	1,897,951.00	1,111,402.63	58.56	785,148.37	150,320.07
141 E 72510 --- --- -----	FISCAL SERVICES	422,650.00	422,650.00	283,776.57	67.14	134,361.61	30,329.06
141 E 72610 --- --- -----	OPERATION OF PLANT	2,016,211.00	2,016,211.00	1,281,586.49	63.56	731,907.15	144,470.50
141 E 72620 --- --- -----	MAINTENANCE OF PLANT	1,228,225.00	1,228,225.00	892,854.20	72.69	114,995.04	102,336.48
141 E 72710 --- --- -----	TRANSPORTATION	813,436.00	813,436.00	374,138.27	45.99	208,229.83	59,478.76
141 E 73100 --- --- -----	FOOD SERVICE	41,395.00	41,395.00	13,520.47	32.66	27,874.53	1,998.13
141 E 73300 --- --- -----	COMMUNITY SERVICES	227,975.00	227,975.00	134,981.52	59.21	77,422.62	25,064.83
141 E 73400 --- --- -----	EARLY CHILDHOOD EDUCATION	407,000.00	407,000.00	228,368.57	56.11	178,481.43	28,144.92
141 E 76100 --- --- -----	REGULAR CAPITAL OUTLAY	92,000.00	92,000.00	1,656,017.31	1,800.02	-2,017,496.83	307,049.27
Grand Expense Totals		31,853,618.00	31,853,618.00	18,559,612.41	58.27	12,293,459.93	2,746,185.55

Number of Accounts: 644

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

		2023-24	2023-24	2023-24	2023-24	Unencumbered	February 2023-24	
<u>Acct</u>		<u>Original Budget</u>	<u>Revised Budget</u>	<u>FYTD Activity</u>	<u>FYTD %</u>	<u>Balance - YTD Act</u>	<u>Monthly Activity</u>	
142 R 47141	OCA	TITLE 1 GRANTS TO LOCAL EDUC A	95,123.00	101,123.00	65,408.29	64.68	35,714.71	8,341.48
142 R 47189	OCA	EISENHOWER PROF DEVELOPMENT ST	9,000.00	12,000.00	7,211.40	60.10	4,788.60	989.88
142 R 47131	OCP	VOCATIONAL EDUC - BASIC GRANTS	35,330.00	41,597.18	22,537.07	54.18	19,060.11	2,934.09
142 R 47143	OID	SPECIAL EDUCATION - GRANTS TO	611,680.00	643,824.08	254,547.17	39.54	389,276.91	42,450.96
142 R 47145	OPS	SPECIAL EDUCATION PRESCHOOL GR	16,128.00	22,483.19	10,366.00	46.11	12,117.19	4,223.50
142 R 47141	OT1	TITLE 1 GRANTS TO LOCAL EDUC A	516,142.00	553,472.94	278,937.14	50.40	274,535.80	44,724.99
142 R 47590	OT1	OTHER FEDERAL THROUGH STATE	52,820.00	57,689.14	28,955.20	50.19	28,733.94	4,661.75
142 R 47189	OT2	EISENHOWER PROF DEVELOPMENT ST	87,544.00	124,245.28	59,516.86	47.90	64,728.42	4,833.47
142 R 47590	OVR	OTHER FEDERAL THROUGH STATE	48,895.00	48,895.00	25,183.14	51.50	23,711.86	899.14
142 R 47147	21C	SAFE AND DRUG-FREE SCHOOLS-ST	110,059.00	110,058.75	86,616.77	78.70	23,441.98	0.00
142 R 47404	702	ARP Homeless	0.00	31,109.92	0.00	0.00	31,109.92	0.00
142 R 47401	930	ESSER 3.0	339,480.00	575,766.01	232,007.06	40.30	343,758.95	0.00
142 R 47401	933	ESSER 3.0	4,250,000.00	3,759,105.60	2,178,026.93	57.94	1,581,078.67	161,640.32
142 R 47307	936	ESSER 2.0	0.00	71,250.00	35,625.00	50.00	35,625.00	0.00
142 R 47990	CPS	OTHER DIRECT FEDERAL REVENUE	0.00	458,899.00	0.00	0.00	458,899.00	0.00
142 R 47141	T1N	TITLE 1 GRANTS TO LOCAL EDUC A	23,337.00	32,842.65	9,125.94	27.79	23,716.71	2,685.94
Grand Revenue Totals			6,195,538.00	6,644,361.74	3,294,063.97	49.58	3,350,297.77	278,385.52

Number of Accounts: 16

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

	Acct	2023-24	2023-24	2023-24	2023-24	Unencumbered	February 2023-24
		Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance - YTD Act	Monthly Activity
142 E 71100	REGULAR INSTRUCTION PROGRAM	1,752,151.00	2,262,476.23	1,269,115.24	56.09	888,112.89	150,226.85
142 E 71200	SPECIAL EDUCATION PROGRAM	627,808.00	659,307.27	264,913.17	40.18	394,394.10	44,585.26
142 E 71300	VOCATIONAL EDUCATION PROGRAM	19,830.00	19,951.18	12,902.58	64.67	6,516.74	1,618.00
142 E 72120	HEALTH SERVICES	50,000.00	55,000.00	25,000.00	45.45	30,000.00	0.00
142 E 72130	OTHER STUDENT SUPPORT	407,469.00	424,856.00	197,006.54	46.37	216,665.82	34,683.23
142 E 72210	REGULAR INSTRUCTION PROGRAM	367,979.00	494,272.08	267,306.72	54.08	189,040.36	29,229.41
142 E 72220	SPECIAL EDUCATION PROGRAM	0.00	7,000.00	0.00	0.00	7,000.00	0.00
142 E 72230	VOCATIONAL EDUCATION PROGRAM	2,000.00	1,766.00	1,413.03	80.01	-747.03	223.41
142 E 72250	TECHNOLOGY	83,326.00	83,326.00	45,738.42	54.89	37,587.58	6,610.54
142 E 72710	TRANSPORTATION	0.00	20,000.00	0.00	0.00	0.00	-2,208.59
142 E 73100	FOOD SERVICE	0.00	1,000.00	0.00	0.00	500.00	0.00
142 E 73300	COMMUNITY SERVICES	110,059.00	110,058.75	109,430.97	99.43	627.78	4,230.48
142 E 76100	REGULAR CAPITAL OUTLAY	2,772,456.00	2,503,378.60	1,184,887.60	47.33	861,431.83	52,566.35
142 E 99100	OPERATING TRANSFERS	2,460.00	1,969.63	0.00	0.00	1,969.63	0.00
Grand Expense Totals		6,195,538.00	6,644,361.74	3,377,714.27	50.84	2,633,099.70	321,764.94

Number of Accounts: 208

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

		2023-24	2023-24	2023-24	2023-24	Unencumbered	February 2023-24	
<u>Acct</u>		<u>Original Budget</u>	<u>Revised Budget</u>	<u>FYTD Activity</u>	<u>FYTD %</u>	<u>Balance - YTD Act</u>	<u>Monthly Activity</u>	
143 R 43521	000	LUNCH PAYMENTS - CHILDREN	175,000.00	175,000.00	83,230.32	47.56	91,769.68	0.00
143 R 43522	000	LUNCH PAYMENTS - ADULTS	15,500.00	15,500.00	11,617.34	74.95	3,882.66	2,652.40
143 R 43525	000	A LA CARTE SALES	16,000.00	16,000.00	39,620.67	247.63	-23,620.67	5,385.72
143 R 43990	000	OTHER CHARGES FOR SERVICES	13,000.00	13,000.00	11,473.85	88.26	1,526.15	403.65
143 R 44110	000	INVESTMENT INCOME	20,000.00	20,000.00	24,365.50	121.83	-4,365.50	3,103.15
143 R 44170	000	MISCELLANEOUS REFUNDS	0.00	0.00	2,720.03	0.00	-2,720.03	2,720.03
143 R 46520	000	SCHOOL FOOD SERVICE	12,500.00	12,500.00	0.00	0.00	12,500.00	0.00
143 R 47111	000	USDA SCHOOL LUNCH PROGRAM	700,000.00	700,000.00	438,095.95	62.59	261,904.05	83,522.25
143 R 47112	000	USDA COMMODITIES	93,500.00	93,500.00	0.00	0.00	93,500.00	0.00
143 R 47113	000	USDA BREAKFAST	325,000.00	325,000.00	227,085.25	69.87	97,914.75	49,182.77
143 R 47114	000	USDA - ESP SNACK PROGRAM	14,500.00	14,500.00	14,482.02	99.88	17.98	2,207.79
Grand Revenue Totals			1,385,000.00	1,385,000.00	852,690.93	61.57	532,309.07	149,177.76

Number of Accounts: 39

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

		2023-24	2023-24	2023-24	2023-24	Unencumbered	February 2023-24
	<u>Acct</u>	<u>Original Budget</u>	<u>Revised Budget</u>	<u>FYTD Activity</u>	<u>FYTD %</u>	<u>Balance - YTD Act</u>	<u>Monthly Activity</u>
143 E 73100 --- --- ----- ---	FOOD SERVICE	1,385,000.00	1,385,000.00	954,419.87	68.91	430,580.13	152,720.48
<hr/> Grand Expense Totals		1,385,000.00	1,385,000.00	954,419.87	68.91	430,580.13	152,720.48

Number of Accounts: 81

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



CER Membership Agreement

2024-25 School Year

Comprehensive Educational Resources (CER) is an educational consortium that currently serves twenty-eight school districts in Northeast Tennessee and across the state. CER is a collaboration between these twenty-eight districts and The Niswonger Foundation that currently reaches approximately 134,000 students. CER began in May 2020.

Vision

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

District Participation

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

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

District Costs

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

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

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

District: Elizabethton City Number of students on the state report card: 2558

By signing and returning the membership agreement, your district will participate in CER for the 2024-25 school year.

Name: _____ Signature: _____

Out-of-State Educator Preparation Partnership Agreement

The State Board of Education (SBE) [Educator Preparation Rule](#) (0520-02-04) allows Educator Preparation Providers (EPPs) approved to recommend teacher candidates for initial licensure in a state other than Tennessee and place these candidates in Tennessee school districts to complete **job-embedded clinical practice**. The provider and district must have a partnership that is formally recognized by the Tennessee Department of Education. Per [Educator Preparation Policy](#) (5.504) job-embedded clinical practice allows for candidates who hold a bachelor's degree to serve as teacher of record for the full school year (occupational programs may have different degree/certification requirements). At least 100 days of the job-embedded clinical practice must include direct teaching experiences. Prior to beginning a job-embedded clinical practice, candidates must have a valid Tennessee teaching license with the appropriate endorsement(s).

To receive department recognition, the EPP must submit a signed out-of-state partnership agreement to the department's office of educator licensure and preparation (OELP) for review at least thirty days prior to the start of the clinical practice. The term of this agreement may not exceed three years. All sections below are **required**, except section five. Missing information will delay processing of the request by the department.

Completed agreements must be submitted electronically to Educator.Preparation@tn.gov.

Section 1: Out-of-State EPP Information

Provider Name	Mailing Address
Head Administrator Name	Head Administrator Title
Contact Name and Title	Contact Email
Current EPP Approval State	State agency website for verification of licensure program approval

Section 2: Tennessee School District Information

School District Name	Mailing Address
Contact Name and Title	Contact Email
Contact Phone	

Section 3: Required Partnership Components

1. Describe the roles and responsibilities of all EPP faculty/staff (including clinical supervisors). Strong responses will include a thorough description of clearly identified roles and responsibilities of all EPP faculty and staff involved in the preparation of teacher candidates.

2. Describe the roles and responsibilities of all Tennessee school district personnel (including clinical mentors). Strong responses will include a thorough description of clearly identified roles and responsibilities of all school district personnel involved in the preparation of teacher candidates.

3. Identify the criteria used for selecting clinical educators (clinical mentors/cooperating teachers and clinical supervisors/university supervisors). At a minimum, selection criteria must meet requirements of [SBE policy 5.504](#). Strong responses will include selection criteria and strategies used by the partnership to select clinical mentors and clinical supervisors who will support teacher candidates during their clinical experiences.

4. Describe expectations regarding the delivery of candidate support and candidate evaluation. Strong responses will include a description of how both clinical mentors and clinical supervisors support teacher candidates during their clinical experience. The response should include how teacher candidates are observed, provided formal and informal feedback, are formally evaluated, and provided growth opportunities for identified areas of need.

Section 4: Specialty Area and Grade-Span Endorsement Alignment

Providers must be regionally accredited and programs must be approved for licensure in a state other than Tennessee. Programs recognized by Tennessee must correspond with the specialty area and grade span of an existing [Tennessee endorsement](#).

List below all endorsements and grade spans that are approved in the home state and for which the provider is requesting recognition by Tennessee.

Home State Endorsement with Grade Span	Aligned Tennessee Endorsement <i>To be completed by OELP</i>
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	

Section 5: Additional Partnership Agreement Items (optional)

EPPs are encouraged to provide any additional supporting information about their partnership and related clinical experiences.

<p>List any additional items and include as attachments any supporting documentation that describes partnership activities and practices that support clinical experiences.</p>

Section 6: Authorized EPP and Tennessee School District Signatures

Electronic signatures are accepted.

EPP Signature and Date	District Signature and Date
Name and Title	Name and Title
Agreement Start Date (Must be at least 30 days later than submission date)	Agreement End Date (May not exceed three years from start date)

LIBERTY UNIVERSITY, INC.
CLINICAL AFFILIATION AGREEMENT
COUNSELOR EDUCATION & FAMILY STUDIES

THIS CLINICAL AFFILIATION AGREEMENT (“Agreement”) made this 19th day of August 2024 (“Effective Date”), by and between LIBERTY UNIVERSITY, INC. (“Liberty”) and Elizabethton City Schools (“Affiliate”), on behalf of itself and its affiliates and subsidiaries, if any;

RECITALS:

WHEREAS, Liberty, as part of its formal, educational course of studies may require Clinical/Occupational Experiences of Students, and desires to assign certain of its Students to one or more of Affiliate’s facilities to obtain such Clinical/Occupational Experience; and

WHEREAS, Affiliate, in service to the community and to promote high standards of preparation and training for Students, is willing to provide the necessary facilities for Clinical/Occupational Experiences;

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1.0 Definitions.

1.1 “Liaison” shall mean the individual appointed by or designated by Affiliate to administer the provisions of this Agreement.

1.2 “Clinical/Occupational Experience” shall mean a structured learning experience at an Affiliate facility in which a Student provides care to patients/clients under the guidance of a Supervisor and/or participates in observational and/or other educational activities appropriate to the Student's level of preparation. To facilitate an efficient Clinical/Occupational Experience, Liberty utilizes certain web based technology, including but not limited to WebEx Teams provided by Cisco, to enable Student to digitally record video and audio content from counseling sessions, share all or portions of video and audio recordings with Faculty and other students participating in the Program, and upload video and audio recordings of sessions to a protected digital platform for viewing by Faculty Member for purposes of instruction and grading Student’s performance. Student is responsible for deleting the video and audio recording upon completion of Faculty Member’s use for purposes of instruction and grading. Affiliate acknowledges that Liberty utilizes such technology, including the video and audio recording of counseling sessions in which Student participates, and agrees to obtain any necessary authorization or consent from a participating patient of Affiliate for Faculty Member’s and Student’s use of the digitally recorded video and audio content for purposes of instruction and training.

1.3 “Director” shall mean the Liberty’s Director of the Program in which the Student is participating.

1.4 “Faculty Member” shall mean the member of Liberty’s academic faculty who has direct oversight of the Student in the program and who has been assigned by Liberty to administer the provisions of this Agreement.

1.5 “Facility” shall mean any facility owned and/or operated by Affiliate, including but not limited to hospitals, clinics, office based clinical programs, emergency care facilities, rehabilitation centers and long-term care facilities.

1.6 “Supervisor” shall mean an individual who has been approved by the Director or Faculty Member to facilitate Student learning and to provide guidance to Students at the Facility as part of the Clinical/Occupational Experience.

1.7 “Program” shall individually and collectively mean the program(s) in which Student(s) is/are enrolled at Liberty and in which Student receives all pre- placement training and education related to his or her field.

1.8 “School Year” shall mean the period from the first day of the Liberty academic calendar in any given academic year to the last day of the Liberty academic calendar in the same academic year.

1.9 “Student” shall mean a student officially enrolled in the Program at Liberty who participates in a Clinical/Occupational Experience at the Facility.

2.0 Obligations of Liberty. Liberty shall:

2.1 Encourage the Student to review his or her objectives for the Clinical/Occupational Experience with the Liaison or the Supervisor prior to the start of the Clinical/Occupational Experience.

2.2 Maintain policies that obligate Students who perform activities pursuant to this Agreement to observe the lawful rules, regulations, policies and procedures of the Facility and to adhere to all laws and regulations pertaining to confidentiality and patient rights.

2.3 Present for Clinical/Occupational Experiences only those Students who have had prior instruction in the relevant program area, and who, in the judgment of the Director or Faculty Member, have successfully fulfilled the prerequisites of the Program curriculum.

2.4 Provide evaluation forms for the evaluation of Students who participate in the Clinical/Occupational Experience.

2.5 Retain responsibility for education of Students in the Program and for the design, delivery, quality and curriculum of the Program.

2.6 Maintain all education records and reports relating to the Clinical/Occupational Experience of the Students.

2.7 Have the Faculty Member periodically consult with the Liaison regarding Student progress and other issues related to administration of this Agreement.

2.8 Ensure Students have completed all necessary background investigations, if required by the Affiliate, and Affiliate timely notifies Liberty of such requirement.

2.9 Require each Student to execute and submit to Affiliate the Student Addendum attached to this Agreement as Exhibit A.

2.10 Require each Student to execute and submit to Affiliate the “Student Counselor Agreement and Acknowledgment Form” attached hereto as Exhibit B.

3.0 Obligations of Affiliate. Affiliate shall:

3.1 Provide facilities suitable for fulfillment of the course objectives for the Clinical/Occupational Experience, as mutually agreed upon by the parties.

3.2 Determine, upon mutual consideration and agreement, the maximum number of Students to be assigned to the Facility for each Clinical/Occupational Experience and the schedule for each Clinical/Occupational Experience.

3.3 Where applicable, select patients for Student assignments required by the Clinical/Occupational Experience. The Facility may, at its discretion and at any time, make changes in the selection of patients for Student assignments.

3.4 Within normal limits imposed by the institutional setting and space constraints of the Facility, provide conference rooms, lockers and storage space for the Clinical/Occupational Experience as appropriate.

3.5 Permit Students to use cafeteria facilities at their own expense, if available to Affiliate employees.

3.6 Where available, permit Students to utilize parking spaces. If parking at an Affiliate Facility charges employees for the use of such parking spaces, Students shall be responsible for the payment of such parking fees.

3.7 Where available, permit Students to use the library and research materials for research and study, if available.

3.8 Orient Students to the Facility and provide information regarding the Facility's rules, regulations, policies and procedures.

3.9 Provide patient(s) selected by Affiliate to participate in the Clinical/Occupational Experience with and obtain signature from patient(s) on the “HIPAA Privacy and Authorization Release Form” attached hereto as Exhibit C. Affiliate acknowledges that Students and Faculty

Members will utilize the technology generally described in Paragraph 1.2 of this Agreement to create and review audio and video recordings of counseling sessions for purposes of instructions and grading the Student's performance during the Clinical/Occupational Experience. Affiliate will make disclosures to patient and obtain all authorizations and consents from patient as may be required by this Agreement or otherwise by law, regulation, or its policies and procedures.

3.10 To the extent Affiliate receives education records or otherwise becomes aware of information from education records directly related to a Student and protected by the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232, as amended (popularly known as "FERPA"), and other laws with respect to its activities under this Agreement, Affiliate acknowledges it has a duty to maintain the privacy of Student education records and agrees that its use and maintenance of these education records, including the use and disclosure of personally identifiable information concerning a Student from education records, will be in accordance with FERPA. Specifically, Affiliate shall comply with Liberty's obligations under FERPA as a "school official" and FERPA's "legitimate educational interests" limitation on its use or disclosure of education records. Additionally, Affiliate shall implement reasonable and typical administrative, technical, and physical safeguards to secure its facilities and systems from unauthorized access, and to secure any protected education records Affiliate might possess. Affiliate agrees to abide by FERPA's limitation on re-disclosure of personally identifiable information in education records; to not use or disclose education records created or received from, by, or on behalf of Liberty or its Students for any purpose other than the purpose for which such disclosure is made; and to not use or disclose such education records except as permitted by this Agreement, as required by law, or as authorized by Liberty in writing.

3.11 Comply with all applicable laws, regulations, policies and procedures required of Affiliate in furtherance of the Clinical/Occupational Experience and objectives of this Agreement.

4.0 Care to Patients. Affiliate shall retain responsibility for the overall care provided to patients in the Facility. Students shall at all times be under the guidance of a Supervisor or other qualified individual designated by Affiliate while performing activities at the Facility pursuant to the terms of this Agreement. Affiliate reserves the right to establish limits on the numbers and types of Students permitted in each patient care unit of the Facility and to restrict specific Student activities in each patient care unit.

5.0 Nondiscrimination. Affiliate agrees that it will not discriminate against any Student on the basis of color, race, religion, sex, age or national origin, except where religion, sex, age, or national origin is a bona fide qualification reasonably necessary to the normal operation of the Facility or of Affiliate. Furthermore, the parties shall not discriminate against any Student because of a disability, except where accommodation would result in undue hardship on the Facility or on Affiliate or that would fundamentally alter the nature of the services provided.

6.0 Right to Refuse or Terminate Students. Affiliate may refuse acceptance of any Student designated by Liberty for participation in a Clinical/Occupational Experience and to terminate participation by any Student in a Clinical/Occupational Experience if: (i) the Student is deemed to be a risk to the Facility's patients, employees, or to himself or herself; (ii) the Student fails to meet or abide by the rules, regulations, policies and procedures of the Facility; (iii) the Student's conduct

is detrimental to the business or reputation of the Facility or of Affiliate; (iv) the Student fails to accept or comply with the direction of Facility staff; or (v) if Student fails to adhere to the American Counseling Association Code of Ethics. Liberty reserves the right to terminate a Student's participation in a Clinical/Occupational Experience when, in its sole discretion, further participation by the Student would be inappropriate.

7.0 Independent Contractors/No Agency. In the performance of duties and obligations hereunder, no Faculty, Student, employee, or agent of Liberty shall, for any purpose, be deemed to be an agent, servant or employee of Affiliate. No Liberty Student shall be deemed to be an employee or agent of Liberty. No employee or agent of Affiliate shall be authorized to act for or on behalf of Liberty. Nothing in this Agreement is intended nor shall be construed to create any employer/employee relationship, a joint venture relationship, or to allow the parties to exercise control over one another or over the manner in which their employees or agents perform the services which are the subject of this Agreement.

8.0 Assignment. This Agreement shall not be assigned or subcontracted, whether individually or by operation of law, by either party hereto.

9.0 Term. The initial term of this Agreement shall be for one (1) year from the Effective Date and thereafter shall automatically renew for successive one (1) year periods.

10.0 Termination.

10.1 This Agreement shall run for the Term unless earlier terminated as provided herein. This Agreement may be terminated at any time upon written mutual consent of the parties hereto.

10.2 This Agreement may be terminated by either party at any time without cause by giving prior written notice of not less than sixty (60) days.

10.3 This Agreement shall terminate based on a material breach of this Agreement by either party, provided that the breaching party fails to cure the breach within thirty (30) days of the date of a written notice of the breach. If such breach is not cured within thirty (30) days of the notice, the date of termination shall be the thirtieth (30th) day following the date of the notice.

10.4 No matter the means of termination, providing notice of early termination or notice of non-renewal will not negatively affect any courses in progress at the time of the decision nor result in a diminished level of performance by either party. Liberty Students who are enrolled in courses at the termination or expiration date will be permitted to complete those courses and Affiliate will continue performance of its obligations under this Agreement with regard to those Students participating in a Clinical/Occupational Experience and those courses after the termination or expiration date of this Agreement.

11.0 Confidentiality.

11.1 Liberty, its Faculty, Students, employees and agents shall not at any time during or after the Term of this Agreement, without the prior written consent of Affiliate, either directly or

indirectly divulge, disclose or communicate in any manner whatsoever to any person not employed or affiliated with Affiliate: (a) any confidential information, including, but not limited to, patient information and information regarding quality assurance, risk management and peer review activities; and (b) any information concerning any matters affecting or relating to the business or operations or future plans of the Affiliate, including, but not limited to, Facility or Affiliate policies, procedures, rules, regulations, and protocols.

11.2 The parties acknowledge that the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Privacy Rule (Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E), require certain protection of Protected Health Information (as defined by HIPAA and the Privacy Rule). Liberty acknowledges that Faculty Member and Students may have access to Facility's Protected Health Information during its Students' Clinical/Occupational Experience. Affiliate agrees to provide instruction regarding its internal HIPAA policies and practices to those Students and Faculty Member who will be participating in the Clinical/Occupational Experience. To the extent protected health information ("PHI") or personally identifiable information ("PII") is to be exchanged or transmitted (electronically or otherwise) between Affiliate and Student and between Student and Faculty Member, it is understood and agreed that Students and Faculty Member are deemed to be members of Affiliate's "workforce" as that term is defined by HIPAA, and under the supervision and direction of Affiliate's personnel with regard to the use of PHI or PII while participating in the Clinical/Occupational Experience and receiving clinical training at Affiliate's facilities pursuant to this Agreement.

11.3 The parties recognize that a breach of this Confidentiality Section of this Agreement may result in irreparable harm to Affiliate. In the event of such material breach, and without limiting the right of Affiliate to seek any other remedy or relief to which it may be entitled under law, Affiliate may seek injunctive relief against Liberty, its Faculty Member, Students, employees, and agents.

11.4 This Confidentiality Section shall survive termination of this Agreement.

12.0 Notice. All notices under this Agreement shall be in writing and delivered by hand or deposited, postage prepaid, in first-class U.S. mail, registered and return receipt requested, addressed as follows or to such other address as a party may designate in writing accordance with this Section:

If to Liberty:

Director of Practicum/Internship
Dept. of Counselor Education & Family Studies
Liberty University, Inc.
1971 University Blvd.
Lynchburg, VA 24515

If to Affiliate:

13.0 Entire Agreement. This Agreement supersedes all earlier agreements between the parties and contains the final and entire Agreement between the parties with respect to the subject matter

hereof and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not herein contained, unless contained in a written executed amendment of this Agreement signed by all parties hereto.

14.0 Severability. Should any provision(s) of this Agreement be held invalid, unlawful or unenforceable, the validity of any other provision(s) of this Agreement or the Agreement as a whole shall not be affected. The parties intend that the remaining provisions of the Agreement be interpreted liberally to allow performance by both parties and fulfill the purposes for which the parties entered into this Agreement.

15.0 Governing Law. This Agreement shall be construed under and enforced in accordance with the laws of the Commonwealth of Virginia (excluding her choice of law provisions), and it shall be construed in a manner so as to conform with all applicable federal, state and local laws and regulations.

16.0 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

17.0 Headings. Headings used in this Agreement are solely for the convenience of the parties and shall be given no effect in the construction or interpretation of this Agreement.

18.0 Waiver. No waiver of any breach of this Agreement shall constitute or be deemed a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative to every other remedy provided hereby or at law.

19.0 No Third Party Beneficiaries. This Agreement is not intended to and shall not confer upon any other person or business entity, other than the parties hereto, any rights or remedies with respect to the subject matter of this Agreement.

20.0 Indemnification. The parties shall indemnify, defend and hold harmless each other and each other's respective officers, employees and agents from and against any and all actions, liabilities, claims, damages, suits, liens, judgments, attorneys' fees and costs arising out of or resulting from the negligent and/or unlawful acts or omissions of the indemnifying party or the indemnifying party's officers, employees, agents or subcontractors occurring during or in connection with performance under or regarding this Agreement. The parties' obligation to indemnify each other and each other's respective officers, employees and agents shall survive the expiration or termination of this Agreement for any reason.

IN WITNESS WHEREOF, and in agreement hereto, Liberty and Affiliate have caused this Agreement to be executed by their authorized representatives.

LIBERTY UNIVERSITY, INC.

(Affiliate)

Signature: _____

Signature: _____

Printed Name: Brennon Carlson

Printed Name: _____

Title: Associate Director of Strategic
Sourcing and Contract Administration

Title: _____

Date: _____

Date: _____

SCHEDULE A

LIBERTY UNIVERSITY, INC. CLINICAL AFFILIATION AGREEMENT COUNSELOR EDUCATION & FAMILY STUDIES

STUDENT ADDENDUM

THIS ADDENDUM (“Addendum”) is made this 19th day of August 2024, between the undersigned Student and Elizabethton City Schools (“Affiliate”);

RECITALS:

WHEREAS, Student desires to participate in a Clinical/Occupational Experience as a part of a degree Program at Liberty University; and

WHEREAS, the Facility selected by the Student to administer the Clinical/Occupational Experience is owned, run or controlled by Affiliate, which will enter or has entered into a master Clinical Programs Affiliation Agreement, (the “Agreement”) with Liberty to allow Students of Liberty to participate in such Clinical/Occupational Experience; and

WHEREAS, pursuant to the Agreement, and in order for Liberty and Affiliate to provide the Clinical/Occupational Experience, Student is required to make certain representations and covenants with Affiliate.

NOW, THEREFORE, for and in consideration of the foregoing, the undersigned Student agrees as follows:

1) All capitalized terms herein will have the same meaning as in the referenced Agreement and this Addendum is subject to the provisions of the Agreement as if incorporated herein.

2) Student agrees to abide by all of the terms and conditions of the foregoing Agreement related to Student and to cooperate fully in the administration of the Agreement by Liberty and Affiliate.

3) Student agrees to abide by all of the rules, regulations, policies and procedures of Affiliate and of the Facility and to abide by all local, state and federal laws pertaining to confidentiality and patient rights and to the American Counseling Association Code of Ethics.

4) Student agrees to allow Affiliate or Liberty, at Student’s expense, to obtain a criminal background check, credit history, Social Security Number verification and Positive Identification National Locator/OIG check. This Agreement constitutes a release and authorization of Student for these purposes. Student agrees to provide his/her Social Security

number to Affiliate or Liberty.

5) Student agrees to provide evidence to Affiliate of coverage of Student by professional liability insurance with a minimum of i) combined single limit of One Million Dollars (\$1,000,000.00) and an annual aggregate liability limit of Three Million Dollars (\$3,000,000.00), or ii) coverage sufficient to meet the requirements of Affiliate.

6) Student agrees to provide Affiliate with evidence that Student meets all health requirements of Affiliate and has all inoculations that may be required by Affiliate or by the Facility. It is Student's obligation to inquire as to these requirements.

7) Student agrees to engage a Supervisor to facilitate the Student's Clinical/Occupational Experience and to cooperate with Affiliate in fulfilling its obligations under the Agreement and to cooperate with the Supervisor, staff Faculty and administration of Affiliate in fulfilling Student's obligations for the Clinical/Occupational Experience.

8) Student agrees to maintain good standing with the academic and other requirements of Liberty in order to continue participation in the Clinical/Occupational Experience.

9) Student agrees to maintain the confidentiality required in paragraphs 11.0 through 11.4 of the Agreement. Student further agrees to execute and provide to Affiliate the "Student Counselor Agreement and Acknowledgement Form" attached thereto as Schedule B.

10) Student agrees and understands that this Addendum does not obligate Affiliate to provide any services or accommodations to Student outside of Affiliate's obligations to Liberty under the Agreement; and Liberty is deemed to be the sole beneficiary of Affiliate's obligations under the Agreement and this Addendum to the exclusion of Student. Student understands that but for the representations, obligations and warranties of the Student in this Addendum, Affiliate would not allow student to participate in the Clinical/Occupational Experience under the Agreement. Student agrees that Affiliate may provide any and all information regarding Student and Student's participation in the Clinical/Occupational Experience to Liberty and to Student's Supervisor as each may request.

11) Any failure of Student to fully comply with the terms hereof shall be cause for immediate termination of the Student from further participation in the Clinical/Occupational Experience.

12) This agreement imposes obligations upon Student that are in addition to, and not in lieu of, Student's other obligations to Liberty.

IN WITNESS WHEREOF, Student has executed this Addendum.

Student Signature _____

Date _____

Printed Name __

Student Counselor Agreement and Acknowledgement Form

I, _____, am a graduate student in the master's degree in _____ program at Liberty University. To complete my degree program, I will be required to provide counseling to actual clients as part of the practicum, internship, or externship course requirement of that program. Accordingly, I agree to fully comply with all policies, rules, regulations and requirements of the healthcare facility/provider at which I perform these activities including, but not limited to, all applicable state and federal laws and regulations, as well as all applicable ethical codes, that govern confidentiality between counselors and clients, including the Health Insurance Portability and Accountability Act (HIPAA). As such, I agree to use and disclose my clients' protected health information only as they authorized by a valid written and signed HIPAA Privacy Authorization and Release Form (see course syllabus for a copy of that form), or as permitted or required by the healthcare facility/provider at which I perform these activities or by law. If I am authorized by the healthcare facility/provider at which I perform these activities to video record counseling sessions, I further agree to delete video recordings of counseling sessions from my device once those video recordings have been uploaded to Blackboard and/or WebEx Teams, and to delete all video recordings and other documents (e.g., written transcripts) from any and all platforms and other locations once they are no longer needed for my course. If I am unsure whether I can delete a video recording or other document, I agree to ask my course instructor before deletion. I acknowledge that my failure to comply with all policies, rules, regulations and requirements of the healthcare facility/provider at which I perform these activities including, but not limited to, all applicable laws, regulations, and ethical codes, as well as directions from my course instructor, may violate Liberty University policy and that I may be subject to sanctions up to and including failure of the practicum, internship, or externship course and dismissal from the program.

Student Signature

Date: _____

HIPAA Privacy Authorization and Release Form

This form provides a client's informed authorization for use and disclosure of his/her protected health information, including personally identifiable information. This form is required by the Health Insurance Portability and Accountability Act, 45 C.F.R. Parts 160 and 164 (HIPAA) to be completed, signed, and dated by the client prior to the use and disclosure of the client's protected health information, as described below.

*Attention Counselor/Student: Do **NOT** upload this form to Blackboard, WebEx Teams, or any similar platform used in connection with a Liberty University course. This form must be maintained securely by both the healthcare provider and the student named below. Remember to also give the client a copy for his/her records.*

Section I – Authorization

I, _____ (client name), understand that my counselor is a graduate student in the master's degree in _____ program and that my counselor is providing my counseling session(s) as a required part of his/her practicum, internship, or externship course requirement for that program.

I authorize _____ (healthcare provider) and _____ (counselor/student) to video record all or part of my counseling session(s) on _____ (date) and to use and disclose the video recording, including my name and all of my protected health information contained in the video recording, to the counselor/student's practicum, internship, or externship course instructor and students in that course at Liberty University.

Section II – Extent of Authorization

I understand that the purpose of the video recording is for the above-named counselor/student to receive professional training and constructive feedback on his/her counseling skills to improve the quality of counseling services that I (and future clients of the counselor/student) receive. To be specific, once I complete and sign this form, I understand that the above-named counselor/student will upload the video recording of my counseling session(s) to Blackboard and/or WebEx Teams, both of which are password-protected platforms used by Liberty University for educational purposes. The video recording (and a written transcript of the video recording) will be disclosed to and used by the counselor/student's practicum, internship, or externship course instructor and the students in that course for educational and professional training purposes, including a course presentation, a case conceptualization, and a verbatim paper. I understand that my personally identifiable information (e.g., my name) will be redacted from the written transcript and other written assignments, but not redacted from the video recording. I further understand that neither the video recording nor any written assignment will be used for any other purpose or disclosed to any persons outside of the counselor/student's course, as described herein, without my additional written consent, except as permitted or required by law (see Section IV below).

Section III – Effective Period

This HIPAA Privacy Authorization and Release Form is valid and remains in effect until the end of the counselor/student's practicum, internship, or externship course. I understand that the video recording and the written transcript will be deleted at that time. If there is a desire to keep either the video recording or the written transcript for a longer period of time, my additional written consent will be required before doing so.

Section IV – Acknowledgements and Disclosures

I understand that the above-named healthcare provider and counselor/student, as well as the course instructor and students will be required to maintain the same confidentiality as that required by members of the counseling profession. However, I acknowledge that there are certain exceptions to such confidentiality that require disclosure even without my authorization. Such exceptions that may require disclosure include: (1) my threat or act of serious harm to myself or another, (2) my disclosure of abuse of a minor, an elder, or an incapacitated adult, and/or (3) the issuance of a lawful subpoena, search warrant, or judicial court order that requires disclosure.

I understand that I have the right to revoke this authorization, in writing, at any time. I understand that my revocation will not be effective to the extent that any person or entity has already acted on my authorization. In other words, a revocation of my authorization cannot be retroactive and it will become effective only when my written revocation is received and processed. My written revocation of this authorization must be sent to:

Name: _____

Organization: _____

Address: _____

Email Address: _____

I understand that my treatment, payment, enrollment, or eligibility for benefits will not be subject to or conditioned on whether I sign this authorization. I understand that my decision to sign this form, and therefore to release my protected health information, is completely voluntary.

I understand that, although my information used and disclosed pursuant to this form will be kept confidential and only used as described above, such information may no longer be protected by state or federal law, including HIPAA. Moreover, even though the video recording and the written transcript of my counseling session(s) will be deleted, I understand that written assignments, feedback, reviews, and grades based on them may be education records of the counselor/student that are maintained by Liberty University beyond completion of the course described in Section III above. In such event, my personally identifiable information will not be part of any such education records.

Section V – Agreement and Signature

By signing below, I (or, if the client is a minor or is incapacitated, I on behalf of the client) agree that I have carefully read and fully understand all of this HIPAA Privacy Authorization and Release Form, and I voluntarily agree to release my (or the client’s) protected health information, as described above.

Signature of Client (or Parent/Legal Guardian)

Date: _____

Signature of Witness

Date: _____

Acknowledgement of Receipt of HIPAA Privacy Authorization and Release Form

I acknowledge that I received a copy of the above completed and signed HIPAA Privacy Authorization and Release Form from the above-named counselor/student and I agree to maintain a copy for my (or my entity's) records.

Signature of Client (or Parent/Legal Guardian)

Date: _____

Signature of Site Supervisor / Site Director

Date: _____

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

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

ITEM: Glassware, Random juice
glasses and votives from the
last 25 years.

INVENTORY TAG NUMBER: Ø

METHOD OF SALE/DISPOSAL: _____

SCHOOL/BUILDING WHERE ITEM IS HOUSED H.S. Culinary

SALE/DISPOSAL AUTHORIZED BY: *Ben Gilbert* DATE: 3/1/24
Principal

AUTHORIZED BY: _____ DATE: _____
Director of Schools

AUTHORIZED BY: _____ DATE: _____
Board Chairman

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

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

ITEM: Hutch + cabinet

INVENTORY TAG NUMBER: ~~Ø~~

METHOD OF SALE/DISPOSAL: _____

SCHOOL/BUILDING WHERE ITEM IS HOUSED: H.S. Culinary Room

SALE/DISPOSAL AUTHORIZED BY: Ben Albert DATE: 3/1/24
Principal

AUTHORIZED BY: _____ DATE: _____
Director of Schools

AUTHORIZED BY: _____ DATE: _____
Board Chairman

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT / SALE / DISPOSAL

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

ITEM: Emerson microwave
model: MW11615B
purchased: 02/08/2011

INVENTORY TAG NUMBER: 1702

METHOD OF SALE/DISPOSAL: maintenance department to discard

SCHOOL/BUILDING WHERE ITEM IS HOUSED Elizabethton High School

SALE/DISPOSAL AUTHORIZED BY: [Signature] for SNP DATE: 3/6/24
Principal

AUTHORIZED BY: _____ DATE: _____
Director of Schools

AUTHORIZED BY: _____ DATE: _____
Board Chairman

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

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

ITEM: Old Band uniform jackets
Old Band shakos

INVENTORY TAG NUMBER: _____

METHOD OF SALE/DISPOSAL: yard sale / online / word of mouth

SCHOOL/BUILDING WHERE ITEM IS HOUSED: EHS

SALE/DISPOSAL AUTHORIZED BY: [Signature] DATE: 2/26/24
Principal

AUTHORIZED BY: [Signature] DATE: 2/27/24
Director of Schools

AUTHORIZED BY: _____ DATE: _____
Board Chairman

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

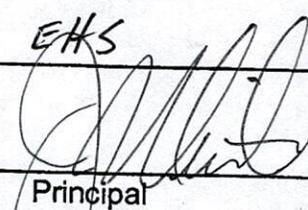
The following items are hereby declared surplus property/equipment of no value or valued at less than \$250.00. Since these items are no longer useful to the Elizabethton City School System, they may be sold at a fair price to any person interested in purchasing them, given away or disposal may be made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

ITEM: ✓ VCR

INVENTORY TAG NUMBER: 04117

METHOD OF SALE/DISPOSAL: Garbage

SCHOOL/BUILDING WHERE ITEM IS HOUSED EHS

SALE/DISPOSAL AUTHORIZED BY:  DATE: 2/22/24
Principal

AUTHORIZED BY: _____ DATE: _____
Director of Schools

AUTHORIZED BY: _____ DATE: _____
Board Chairman

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

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

ITEM: Pottery Kiln
Laser Projector

INVENTORY TAG NUMBER: Kiln (01225) Projector (no tag)

METHOD OF SALE/DISPOSAL: Kiln - donation for parts
Projector - Technology with dispose

SCHOOL/BUILDING WHERE ITEM IS HOUSED: EHS

SALE/DISPOSAL AUTHORIZED BY: [Signature] DATE: 3/1/27
Principal

AUTHORIZED BY: _____ DATE: _____
Director of Schools

AUTHORIZED BY: _____ DATE: _____
Board Chairman

Brewer

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

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

ITEM: PC - room 26

Serial #: CWCWHK2

CWCYHK2

CWBZHK2

CWBXHK2

INVENTORY TAG NUMBER: _____

METHOD OF SALE/DISPOSAL: "dell recycling" IT dept

SCHOOL/BUILDING WHERE ITEM IS HOUSED CO server room

SALE/DISPOSAL AUTHORIZED BY: Ben Gilbert DATE: 2/19/24
Principal

AUTHORIZED BY: Rachel Vatt DATE: 2/21/24
Director of Schools

AUTHORIZED BY: _____ DATE: _____
Board Chairman

Dell Laptop Dock for Nicole Moore

Serial # 5TLVG23

ECS# 12184

6/28/2020	\$ 196.07	141-72250-710
DATE	cost	account used

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT / SALE / DISPOSAL

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

ITEM: Dell Latitude 5480 (laptop)
Serial 7pdsjm2

INVENTORY TAG NUMBER: 11504

METHOD OF SALE/DISPOSAL: Will be recycled by technology

SCHOOL/BUILDING WHERE ITEM IS HOUSED Central Office

SALE/DISPOSAL AUTHORIZED BY: _____ DATE: _____
Principal

AUTHORIZED BY: _____ DATE: _____
Director of Schools

AUTHORIZED BY: _____ DATE: _____
Board Chairman

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT / SALE / DISPOSAL

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

ITEM: APC 1500 VPS SN# 352P23Y13P62

INVENTORY TAG NUMBER: 11912

METHOD OF SALE/DISPOSAL: Recycle

SCHOOL/BUILDING WHERE ITEM IS HOUSED East side / Technology

SALE/DISPOSAL AUTHORIZED BY:  DATE: 3-6-24
Principal

AUTHORIZED BY: _____ DATE: _____
Director of Schools

AUTHORIZED BY: _____ DATE: _____
Board Chairman

Interquest Detection Canines®
(INTERQUEST)
(Elizabethton City School, Tennessee)
(The District)

This shall serve as an agreement by and between Interquest Detection Canines® and the DISTRICT for substance awareness and detection services for the period of August 2024 through May 2025.

It is understood that the DISTRICT has established and communicated a policy clearly defining contraband as all drugs of abuse (in the broadest terms), alcoholic beverages, firearms and ammunition, prescription and over-the-counter medication, and that this policy has been disseminated to all campus locations. Violations are considered inimical to the welfare of students and contrary to the DISTRICT'S desire to foster an atmosphere conducive to safety and education.

INTERQUEST shall provide contraband inspection services utilizing non-aggressive contraband detection canines. Such inspections may be conducted on an unannounced basis under the auspices and direction of the DISTRICT administration with INTERQUEST acting as an agent of the DISTRICT while conducting such inspections. Communal areas, lockers, gym areas, parking lots (automobiles), grounds, and other select areas as directed by DISTRICT officials, shall be subject to inspection. Contraband detected on DISTRICT property is the responsibility of the DISTRICT. Suspected drugs of abuse may be field-tested to provide preliminary or presumptive identification of the drug.

INTERQUEST agrees to provide **# 1 0 h a l f** day visits for the contract period (between August 2024 through May 2025). The DISTRICT may increase the total number of visits by notifying INTERQUEST in writing. Each half day visit will be **\$300.00**. Multiple canine teams will be charged on a per team basis. DA required court testimony on behalf of the DISTRICT will be charged at the same rate. INTERQUEST will invoice for service on a monthly basis at the conclusion of the service month. The DISTRICT agrees to pay for services within thirty (30) days of receipt of such invoice.

INTERQUEST will schedule DISTRICT visits in conjunction with days designated by the DISTRICT as appropriate for visits. The District will provide a school calendar with inappropriate dates for service noted. This calendar will serve as an addendum to the Agreement. All other dates will be considered acceptable for visits. DISTRICT will be responsible for payment for any visit made on any day other than those days noted as unacceptable on the attached school calendar.

Both parties shall indemnify and hold harmless each other against from any and all claims arising from either's actions or performance under the terms of this Agreement. Each shall indemnify and hold harmless the other against and from any and all claims arising from any acts, negligent or intentional, arising from the performance of this Agreement or by any officer, agent, employee, guest, or invitee of either party, and from all costs, attorneys' fees and liabilities incurred in or about the defense of any claim or any action or proceeding brought thereon.

INTERQUEST is licensed and registered by the U.S. Department of Justice, Drug Enforcement Administration, Texas Department of Public Safety, and the Texas Commission on Private Security, c-05527 and other state regulatory agencies as required.

INTERQUEST DETECTION CANINES® FOR THE DISTRICT: Elizabethton City School District

_____ Date: _____

Rocky S. Montgomery
President – Interquest Detection Canines of Tennessee



TCAT Academic Agreement Contract Routing Confirmation Review and Approval

TENNESSEE BOARD OF REGENTS

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

Date Logged	03/06/2024
TBR Contract Number	113020

Rush? yes x no	If yes:
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Institution	TCAT Elizabethton
Contractor	Elizabethton City Schools
Purpose	Dual Enrollment Agreement

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

STEP 1: INSTITUTION APPROVALS		
Originator	<small>DocuSigned by:</small> <i>Richard Church</i>	2024-03-06 2:29 PM CST
President Approval	<small>DocuSigned by:</small> <i>R. VanHuss</i>	2024-03-06 2:31 PM CST
STEP 2: TBR APPROVAL		
Academic Programs	<small>DocuSigned by:</small> <i>Sachaka Hollins</i>	2024-03-06 3:59 PM CST
Academic Affairs	<small>DocuSigned by:</small> <i>Jonathan Blackwood</i>	2024-03-06 5:08 PM CST
Contracts and Reporting	<small>DocuSigned by:</small> <i>Thomas Cansey</i>	2024-03-07 4:36 PM CST
General Counsel	<small>DocuSigned by:</small> <i>Genie Whitehall</i>	2024-03-07 9:00 PM CST
STEP 3: THE AGREEMENT WILL BE FORWARDED TO APPROPRIATE VICE CHANCELLOR FOR REVIEW AND APPROVAL.		

Comments:

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

TBR CONTRACT SUMMARY SHEET

Institution Contact Data

Name: Dr. Richard Church	Email: richard.church@tcatelizabethton.edu	Phone No. 4233423549
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Vendor Contact Data

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

Purpose of Contract:

Dual Enrollment Agreement

Contract Type:

Academic Articulation

Contract Format (Check all that apply)

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

Contract Term

Start Date: 08/01/2024	End Date: 07/31/2025	Total Number of Renewals (if a renewal or change to an existing contract, please indicate renewals remaining): 0
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Contract Financial Information

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

Other Pertinent Information

Lease: <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	Non-debarment Verification (www.sam.gov): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> no
Grant: <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	Non-debarment Verification Date: 03/06/2024
Procurement Method: N/A	Available for System- Wide Use: Not Applicable If Other, list eligible entities: N/A
Ethnicity: Government	

Contract Monitoring

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



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

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

OVERVIEW

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

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

- Advanced Manufacturing Technology
- Automotive Technology
- Building Construction Technology
- Computer Information Technology
- Criminal Justice-Correctional
- Pre-Practical Nursing
- Off-Road Diesel Technology
- PCT/Medical Assisting
- Millwright Skills

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

In order to participate in a Dual Enrollment Course, Students must submit the following to the Dual Enrollment Office:

- A completed application for admission signed by the Student;
- Required signatures from Student and parent or legal guardian of the Student.
- Transcripts for any previously completed dual enrollment course work from any TBR institution

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

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

A. RESPONSIBILITIES OF THE PARTIES

A.1 The Institution:

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

A.2. The High School shall:

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

- Ensure that Students enrolling in a nursing, laboratory or allied health profession Dual Enrollment Course are aware of the need to comply with immunization requirements of entities providing clinical experiences associated with such courses.
- Ensure that each Student completes a waiver form indicating that the Student has received detailed information about (i) the recommended immunization schedule for measles, mumps, rubella and varicella for adults, issued by the Center for Disease Control and Prevention Advisory Committee on Immunization Practices and the availability and effectiveness of the recommended vaccines and (ii) the risk factors for hepatitis B infection and the availability and effectiveness of vaccine for persons who are at risk of the disease.

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

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

AGREEMENT TERM:

- B.1. Term. This Agreement shall be effective for the period of no more than one (1) year, commencing on **August 1, 2024** and ending on **July 31, 2025**
- 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. Intentionally Deleted

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, applicable tools as needed. 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 following costs are not included in the Institution's Class Cost but are associated and due for each Student in each Dual Enrollment Course including uniforms, program consumables. 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. For Dual Enrollment Courses held at High School's facilities, High School agrees that the Institution's cost of each Dual Enrollment Course will be calculated as follows:

In the event the instructor is provided and directly compensated by the High School, such compensation will be based upon applicable High School policies. The Institution shall reimburse the High School based upon the Institution's applicable policies as to adjunct faculty. In no event shall the maximum liability of the Institution for such reimbursement exceed two thousand dollars [\$2,000] per class per term. 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. For Public Schools Use this language and delete the language for private schools: Each party hereby agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of either party on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State constitutional or statutory law.

D.6. State and Federal Compliance. Each party shall comply with all applicable State and Federal laws and regulations, including without limitation with the Family Educational

Rights and Privacy Act (FERPA) (collectively, the "Laws"). Each party agrees that its officers, employees and agents will use personally identifiable information from an education record disclosed pursuant to this Agreement only for the purposes for which the disclosure was made and not for any other purpose unless permitted by the Laws or necessary in order to comply with this Agreement. For purposes of clarity, the parties acknowledge that Students enrolled in Dual Enrollment Courses are students of both the Institution and the High School with educational records created by the instructors of such Dual Enrollment Courses being records of both the Institution and the High School. The parties further acknowledge that the Laws applicable to educational records held by the Institution differ from those applicable to educational records held by the High School and agree that the Laws applicable to educational records held by the Institution shall apply only to the Institution, and the Laws applicable to educational records held by the High School shall apply only to the High School. The personally identifiable information may not be disclosed or re-disclosed by either party to any but the other party without prior written consent of the Student, the parent or legal guardian of the Student, or as otherwise permitted by FERPA or this Agreement.

- D.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.
- D.8. Severability. If any terms or conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
- D.9. Communications and Contacts.

The Institution:

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

The High School:

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

- D.10. Relationship of the Parties. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.
- D.11. Liability. Institution is a public institution of higher education and a member of the State University and Community College System of Tennessee governed by the Tennessee Board of Regents. As a state entity, its liability arising from performance under this Agreement shall be subject to and limited to those rights and remedies, if any, available under T. C. A. §§ 9-8-101 through 9-8-407. The High School is a political subdivision of the state and, as such its liability for injuries which may result from its performance under this Agreement shall be subject to and limited to those rights and remedies, if any, available under the Tennessee Governmental Tort Liability Act, §§ T. C. A. 29-20-201, et seq.

IN WITNESS WHEREOF:

Elizabethton City Schools:

Mr. Richard VanHuss, Director of Schools

Date

Tennessee College of Applied Technology- Elizabethton:

Dr. David Hicks, President

Date

TENNESSEE BOARD OF REGENTS:

Flora W. Tydings, Chancellor

Date

Richard Church

From: Thomas Sewell
Sent: Wednesday, March 6, 2024 9:41 AM
To: Richard Church
Subject: RE: 2024-25 DE Agreements for Review

Richard,

Thank you for sending these agreements. They look fine to enter into DocuSign. Thanks!

Tom Sewell, Ed.D.

Associate Vice Chancellor for Academic Innovation
Office of Academic Affairs
Tennessee Board of Regents
tom.sewell@tbr.edu
Phone 615.366.2211
Cell 865.254.6110



From: Richard Church <Richard.Church@tcatelizabethton.edu>
Sent: Tuesday, March 5, 2024 2:36 PM
To: Thomas Sewell <tom.sewell@tbr.edu>
Subject: 2024-25 DE Agreements for Review

Tom,

Here are the DRAFT DE Agreements with our partner school systems for 2024-25. Please let me know if we have any tweaking that needs to be done.

Best,
Richard

Richard J. Church, Ed.D.

Vice President

Tennessee College of Applied Technology-Elizabethton
426 Highway 91 North
Elizabethton, TN 37643
423-543-0070

