

ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION

REGULAR SCHEDULED MEETING

Thursday, June 20, 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, June 20, 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**
6. **SPECIAL RECOGNITION**
 - A. Athletic Director of the Year in District 1 of TSSAA.
7. **CONSENT AGENDA**
 - A. Minutes of Regular Meeting: Date: May 16, 2024
 - B. Approve General Purpose Fund Financial Statement, Date: May 2024
 - C. Approve Federal Projects Fund Financial Statement, Date: May 2024
 - D. Approve School Nutrition Fund Financial Statement, Date: May 2024
 - E. Approve Request for Property/Equipment Sale/Disposal.
 - F. Approve the renewal of BID 2023-2023-01-SN for Bread and Bakery products to Bimbo Bakeries for the 2024-2025 school year.
 - G. Approve the CTE Course Exchange Program between Elizabethton City Schools and Unicoi County Schools for the 2024-2025 SY.
 - H. Approve EPP Partnership Agreement between Western Governors University and Elizabethton City Schools for the 2024-2025 SY.
 - I. Approve Memorandum of Understanding between Providence College and Elizabethton City Schools for the 2024-2024 SY.
 - J. Approve 5 year contract with Chappell's Pest Control for all 7 locations, effective 7/1/2024-6/30/2029.
 - K. Approve EPP Partnership Agreement between Carson Newman University and Elizabethton City Schools for the 2024-2025 SY.

- L. Approve Dual Credit Conditions and Agreement between Northeast State Community College and Elizabethton City Schools for the 2024-2025 Academic Year.
 - M. Approve FY 2025 CTE Perkins Basic Application.
 - N. Approve adoption of Math textbook
 - O. Approve the Consolidated Application Approval for IDEA/ESEA for the 2024-2025 school year.
 - P. Approve the 2024-2025 Board of Education Meetings Calendar.
 - Q. Approve a contract between ETSU College of Education and Human Development Candidate and Elizabethton City Schools to substitute teach.
 - R. Approve travel for the Director of Schools, Richard VanHuss and Board Members, Eddie Pless, Jamie Schaff, Phil Isaacs and Danny O'Quinn to attend the Summer Law Institute July 18 -20, 2024 in Gatlinburg, TN.
 - S. Approve travel for the Director of Schools to attend the 2024 Superintendent Study Council Conference, September 15-18, 2024.in Gatlinburg, TN.
 - T. Approve Burleson Construction, Inc. for construction management services for remodeling of the Community Development and Engagement Center, formerly the Union Pharmacy building,
8. **REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS**
- A. Personnel Report
 - NEW HIRES:
 - Linnea Tabaka-CIP: Lifeguard/Swim Instructor, effective 5/28/2024
 - Liam Cannon-CIP: Lifeguard/Swim Instructor, effective 6/3/2024
 - Mia Whaley-CIP;Lifeguard/Swim Instructor, effective 6/4/2024
 - Kim Hutchison-Band Director @ TAD,effective 8/1/2024
 - Glen Sams-Bus Driver, effective 6/10/2024
 - Ben Davenport-Teacher @ EHS, effective 8/1/2024.
 - ADDITIONAL POSITION:
 - Kloey Tester-Head Volleyball Coach @ TAD, effective 4/21/2024
 - Greg Abarientos-Head Volleyball Coach @ EHS, effective 6/4/2024
 - TRANSFERS:
 - Mallory Moreland: transfer from TNAC Assistant to 2nd grade Math Teacher @ HME from 5/1/-5/22/2024.
 - Kloey Tester-transfer from Substitute Teacher to PE Teacher @ ESE effective 8/1/24
 - Melody Crockett- transfer from EHS to TAD as 6th grade ELA teacher (ESSER funding eliminated)effective 8/1/24.
 - Valerie Lee- transferred from Interim Media Specialist to Library Media Specialist @ WSE. Effective 5/22/24.
 - Alex Matlock-transfer from Substitute Teacher to 8th grade Math Teacher @ TAD effective 8/1/2024.
 - Jay Scurry -transferred from SPED Teacher to Educational Assistant @ EHS effective 5/23/2024

Megan Wolfe-transfer to Secretary/Ed. Assistant @ WELC, effective 5/23/2024.

Amie Williams-transfer from Science/SS Teacher @ TAD to Science Teacher @ WSE, effective 8/1/2024.

Forrest Holt-transfer from Athletic Director to Phys Ed teacher @ EHS, effective 7/1/2024.

Ryan Presnell-transfer from Criminal Justice teacher to Athletic Director @ EHS, effective 7/1/2024.

Regina Livingston-transfer from cafeteria personnel @ HME to Custodian @ TAD, effective 5/30/2024.

Gail Ridlehuber- transfer from Project On Track Math Teacher @ TAD to SPED Assistant @ EHS, effective 5/24/2024.

Eric Dunlap- transfer from Project On Track Teacher to Math Teacher @ WSE, effective 6/7/2024

Margie Lopez-transfer from sub cook to FT cook @ HME effective 7/30/24.

Megan Reid-transfer from TNAC Teacher to 1st grade teacher @ HME, effective 8/1/2024.

Beth Stevens-transfer from Kindergarten teacher to Math Interventionist, effective 8/1/2024.

Mallory Moreland-transfer from Educational Assistant to TNAC Interventionist @ HME, effective 8/1/2024

Donna Townsend-transfer from Behavior Mod. Teacher to K-1 CDC Teacher @ HME, effective 8/1/2024.

Morgan Fox-transfer from 1st grade teacher to Kindergarten Teacher @ HME, effective 8/1/2024.

Michelle Fowler-transfer from Interim SPED Teacher @ EHS, to Behavior Mod. Teacher @ HME, effective 8/1/2024.

Sienna Brown transfer from full time to part-time TNAC Instructional Assistant @ HME, effective 8/1/2024.

Shannon Barnett-transfer from Instructional Coach to 5th grade Teacher @ ESE, effective 8/1/2024.

Brooke Clawson- transfer from 3rd grade teacher to Interventionist @ ESE, effective 8/1/2024

Abbi Pierce- transfer from Kindergarten to 3rd grade teacher @ ESE, effective 8/1/2024.

Jennifer Lucas- transfer from 3rd grade teacher to Interventionist @ ESE, effective 8/1/2024

Cassie Minton- transfer from Pre K to Kindergarten @ ESE, effective 8/1/2024

Selina Stout- transfer from Instructional Coach to Pre K @ ESE, effective 8/1/2024

RESIGNATIONS:

Michael Wilson -Boys'.Asst. Basketball Coach @ TAD, effective 5/10/2024.

Leanne Click-Tennis Coach @ TAD, effective 5/23/2024

Leanne Combs-Clerical Secretary @ WSE, effective 6/2/2024

Jessica Mowry-Teacher @ TAD, effective 5/23/2024

Reid Casey-Teacher @ EHS, effective 5/23/2024
Ashleigh Hayes-Educational Assistant @ EHS, effective 5/22/2024
Pat Seals-Educational Assistant @ HME, effective 5/22/2024
Will Evans-ESP Student Leader, effective 6/7/2024
Hannah Shepherd- Educational Assistant @ ESE, effective 5/22/2024
Cameron Coleman-Assistant Football Coach @ TAD, effective 6/10/2024..

NON-REHIRE:

Jennifer Farmer-Project On Track Math Teacher, effective 5/24/2024
Jessica Ward- Project On Track Math Teacher, effective 5/24/2024
Maggie Carpenter-TNAC Instructional Assistant, effective 5/24/2024
Riley Jaynes- TNAC Instructional Assistant, effective 5/24/2024
Austene Smith- TNAC Instructional Assistant, effective 5/24/2024
Maisie McKay- Interim SPED Teacher @ HME, effective 5/23/2024
Zack Bickford- Interim SPED Teacher @ HME effective 5/23/2024
Mathew Tynes-Teacher @ WSE, effective 5/23/2024
Matthew Myers-Teacher @ TAD, effective 5/23/2024
Charles Fisher-Educational Assistant @ HME, effective 5/23/2024

TERMINATIONS:

LEAVE OF ABSENCE:

- B. Director's Update
 - C. Board Member Reports
 - D. City Council Liaison's Report
 - E. Student Liaison's Report
9. **REGULAR AGENDA**
- A. Approve Consideration and Action regarding the Contract between Elizabethton City Schools' Board of Education and Director of Schools, Richard VanHuss.
 - B. Director of School's Evaluation results.
 - C. Approve Elizabethton City Schools Board of Education Resolution 0001-2024 in support of the City of Elizabethton's Application for the 2024 Tennessee Department of Transportation's Multimodal Access Grant.
 - D. Approve the purchase of additional door locks and spare locks from Central Technologies for the amount of \$59,964.28.
 - E. Approve the purchase of Chromebooks through the Chromebook Replacement Cycle in the amount of \$149,994.46.
 - F. Approve the addition of an Assistant Cross-Country Coach at Elizabethton High School.
 - G. Approve first reading of proposed Board Policies.
- 1.501 Visitors to the Schools
 - 1.800 School Calendar
 - 2.403 Surplus Property Sales

2.806 Bids and Quotations
3.202 Emergency Preparedness Plan
3.205 Security
3.400 Student Transportation Management
4.201 Class Size Ratios
4.213 Family Life Education
4.214 Use of Artificial Intelligence Programs
4.301 Interscholastic Athletics
4.403 Library Materials
4.600 Grading System
4.603 Promotion and Retention
5.307 Physical Assault Leave
5.701 Substitute Teachers
5.802 Qualifications and Duties of the Director of Schools
6.2001 Attendance During Postsecondary Visits.
6.203 School Admissions
6.300 Code of Conduct
6.309 Zero Tolerance Offenses
6.316 Suspension
6.318 Admission of Suspended or Expelled Students
6.409 Reporting Child Abuse
6.4052 Opioid Antagonist

10. FOR YOUR INFORMATION

FOR YOUR INFORMATION

- A. The July Board Meeting has been moved to Tuesday, July 16, 2024, due to the Director of Schools and School Board members attending the Summer Law Institute on July 18, 2024.

11. NEXT REGULARLY SCHEDULED BOARD MEETING

The next regularly scheduled Board Meeting will be held on Tuesday, July 16, 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, May 16, 2024 5:30 PM

Mack Pierce Board Room

The Elizabethton Board of Education met in a regular meeting on Thursday, May 16, 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 Ed Alexander 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

We have several recognitions this evening, and we always enjoy being able to see and hear what our students are doing.

A. TA Dugger Future Business Leaders of America.

There were no students present.

B. Elizabethton High School Future Business Leaders of America.

There were 3 students who competed in the Future Business Leaders of America competition at the State Convention. Jackson Keller, placed 1st in Intro to Business Concepts. Jackson Miller, placed 3rd in Intro to IT and Wesley Taylor, placed 3rd in Securities & Investments.

C. Elizabethton High School CNA students.

The Health Science classes had 8 students who received their CNA Certification. These students have worked hard, and we are very proud of them.

They will receive a certificate as well as their CNA pin.

Emma O'Quinn

Caroline Price

Paris Walen

Grace Whaley

Blake Bowman

Ashlynn Guy

Lilly McDuffie

D. Mrs. Katie Dugger is the TN ACTE Community Service Award winner.

Mrs. Meier presented Mrs. Katie Dugger, who is one of our Health Science teachers, with the Carl Perkins Community Service Award. This is given by the TN ACTE Organization. This award recognizes individuals

who have used CTE to make a significant impact on their community and demonstrated leadership in programs and activities that promote student involvement in community service.

E. Mr Lee Cole's Battle of the Build.

This is the first year that we have competed in the Battle of the Builds. I am very proud of the students and how they represented our school. They worked very hard, and we placed 2nd out of 17 schools. The main presenters were Hannah Blackwell, Hannah Jenkins, Caleb Dillows, Liam Cannon, Deisel Russell and Eli Zimmerman.

F. Elizabethton High Schools SkillsUSA winners.

The Skills USA is an overall competition in Career & Technology.

We had Deisel Russell place 1st in the State for Electrical Construction Wiring.

Health Sciences had 2 individuals and 1 group to place in the competition.

Princess Russell placed 1st in Health Occupation Professional Portfolio

Sarah McCoy placed 3rd in CPR & First Aid

Hannah McCoy, Taylor Whitson, Lindy Simerly & Jocelin Julian placed 1st in the Health Knowledge Bowl.

The 1st place winners will be going to Atlanta in June to compete at the National Level.

G. Elizabethton High School FFA.

There was no one present from this class.

H. Shelby Edmonds won \$2000 from the Shark Tank Competition at CareerQuestTN event.

Ms. Edmonds was not present.

I. Mr. Dan Mills has been recognized with the Wright Brothers Master Pilot Award, which is presented to pilots who have been flying planes for 50 years.

Mr Mills was recognized for his 50 years in Aviation and awarded the Wright Brothers Master Pilot Award.

He was also given a certificate from the aviation class at the High School for his dedication and hard work with the students.

- J. Elizabethton High School students who have completed their solo airplane flights.

The following students were recognized for having completed their first solo flight. This entails a 16 year old, taking off, flying and landing an airplane with no adult in the plane with them.

Aaron Whitney

Lorenzo Jeter

Ethan Hughes- he also passed his written exam

Luke Berry- he has also passed his written exam (he is a student at Unicoi High School that attends EHS for this class).

Conley Stevens- he has also passed his written exam

Jordan Lunceford - she has also passed her written exam. She is the 2nd female to make her solo flight,

These students have passed their written exam:

Kaylee Beam

Jackson Barr

Will Churchill

Luke Beam & Conley Stevens, each received a scholarship to Middle TN State University for their Aeronautical program.

- K. Hannah McCoy - School Board Liaison for the 2023-2024 school year. Mr. VanHuss stated that Hannah has done a great job this year as the Student Liaison. We have enjoyed getting to know her and are very excited about what the future holds for her. We thank you for being such an excellent advocate for the students.

Mrs. Schaff stated that Hannah is a wonderful young lady. "If anyone is going to make a difference, it will be Hannah."

Hannah thanked Mr. VanHuss and the Board for allowing her to be a part of the School Board. She has very much enjoyed her year.

She will be attending Furman University this fall to double major in Mathematics and Spanish with hopes of returning to Elizabethton to teach.

L. EHS Music Department

All State Musicians, we had 4 from the chorus and 2 from the band. There are no classifications when competing at State. We had 2 top scorers from our region, and

they were Josh Hayes and Rourk Gearing. The other members are:

Preston Darling

Caroline Price

Maddie Stanberry

Owen Yang

Our Men's Ensemble was awarded a Superior, which means they had a perfect score. Those members are:

Nate Hurley

Dan MCAuley

Wesley Taylor

Hudson Smith

Preston Darling

Rourk Gearing

Josh Hayes

Max Garner

Logan Davis

Mr VanHuss thanked Mrs Gouge for 37 years of service with our school system and congratulated her on her upcoming retirement.

M. EHS Student Presentation on Elementary Culture Wall designs.

Mr Proffitt and 2 of his students, Carter Nagy and Karisse Dickison, were tasked to create Culture Walls for the Elementary Schools. They each took

a school, and they were asked to mimic the High Schools wall. There are several things that are the same, but they are also intertwined school-specific items. This was a semester-long project, and they were each given a commission for completing the culture walls.

7. CONSENT AGENDA

- A. Minutes of Regular Meeting: Date: April 18, 2024
- B. Approve General Purpose Fund Financial Statement, Date: April 2024
- C. Approve Federal Projects Fund Financial Statement, Date: April 2024
- D. Approve School Nutrition Fund Financial Statement, Date: April 2024
- E. Approve the second reading of the following Board Policy:
 - 1.407 School District Record
 - Approve the second reading of the following Board Policy #1.407 School District Record
- F. Approve Request for Property / Equipment Sale/ Disposal
 - Approve Request for Property / Equipment Sale/ Disposal
- G. Approve Dual Credit Conditions and Agreement between Northeast State Community College and Elizabethton City Schools for the 2024-2025 school year.
 - Approve Dual Credit Conditions and Agreement between Northeast State Community College and Elizabethton City Schools for the 2024-2025 school year.
- H. Approve the Summer Learning Camp Application
 - Approve the Summer Learning Camp Application
- I. Approve the Annual Service Agreement between Elizabethton City Schools and Trane U.S. Inc.
 - Approve the Annual Service Agreement between Elizabethton City Schools and Trane U.S. Inc.
- J. Approve Services Agreement between Elizabethton City Schools and Frontier Health for the 2024-2025 school year.
 - Approve Services Agreement between Elizabethton City Schools and Frontier Health for the 2024-2025 school year.

K. Approve the Perkins Reserve Grant Application for the 2024-2025 school year.

Approve the Perkins Reserve Grant Application for the 2024-2025 school year.

L. Approve Construction Management Contract between Burleson Construction Company, Inc. and Elizabethton City Schools to complete construction of the Dave Rider Center for Athletic Performance on the campus of Elizabethton High School for an amount not to exceed \$3,750,000

Approve Construction Management Contract between Burleson Construction Company, Inc. and Elizabethton City Schools to complete construction of the Dave Rider Center for Athletic Performance on the campus of Elizabethton High School for an amount not to exceed \$3,750.00.

M. Approve for the TA Dugger Lead class to travel to Eleuthera in the Bahamas with an organization called Camp Bahamas, a 501 Non-Profit group, the tentative date is February 23- March 1, 2025. The hope is to allow 8th grade students the chance to serve, grow and learn through a once in a lifetime opportunity and experience.

Approve for the TA Dugger Lead class to travel to Eleuthera in the Bahamas with an organization called Camp Bahamas, a 501 Non-Profit group, the tentative date is February 23- March 1, 2025. The hope is to allow 8th grade students the chance to serve, grow and learn through a once in a lifetime opportunity and experience.

8. REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS

A. Personnel Report

NEW HIRES:

Cindy Davis- Substitute Cook, effective 4/27/2024

Michelle Fowler- Interim Teacher @ EHS, effective 4/22/2024

Peyton Lacy-ESP Student Leader, effective 4/24/2024

Abbey Townsend-ESP Leader, effective 5/2/2024

ADDITIONAL POSITION:

Jordan LaRoche- ESP Student Leader, effective 4/10/2024

TRANSFERS:

Mallory Moreland-Transfer from TNAC Asst. to Interim 2nd Grade Teacher @ HME, effective 5/1/2024-5/22/2024

Gail Ridlehuber- Transfer from Project On Track Math Teacher to Interim Math Teacher @ TAD, effective 4/22/2024-5/22/2024

RESIGNATIONS:

Abby Owen- Math Teacher @ TAD effective 5/23/2024

Chloe Hambrick-ESP Student Leader, effective 4/23/2024

Elijah Smith- CIP-Swim Instructor, effective 5/1/2024

Leanne Combs-Clerical Assistant @ WSE, effective 6/1/2024

TERMINATIONS:

LEAVE OF ABSENCE:

Michelle Johnson-Cafeteria Manager @TAD, effective 4/29/2024-5/14/2024

Gary Harrison-Teacher @EHS, effective 4/5/2024-5/3/2024-revised

Kendra Killion-Teacher @ HME, effective 4/29/2024-5/22/2024

RETIREMENT:

Danny Osborne- Custodian @ TAD,effective 5/24/2024

Mark Hyatt- Teacher @ EHS, effective 5/23/2024

Roberta Naholowaa- Teacher @ TAD,effective 6/29/2024

Cathy Sanders- Educational Assistant @ EHS, effective 5/22/2024

Jennifer Taylor-CTE Secretary @ EHS, effective 6/4/2024

Linda Black- Cafeteria Personnel @ HME, effective 5/21/2024

Becky Wagner- SPED Instructional Coach @ CO, effective 6/1/2024

B. Director's Update

A reminder about graduation. We are going to make every effort to have graduation in Citizen's Bank Stadium for the students. With the threat of inclement weather, we have moved the time up an hour to 6:00pm.

Hopefully, we can have it outside. If not, we will move inside. We have done that for several years, and it has been fine. I commend Dr. Minton

and his staff for going the extra mile, to try and meet the students' wishes.

Capital Projects: The contractors are almost ready to turn over 2 more completed classrooms at Harold McCormick. They are also finishing some case work, so hopefully by the middle of next week we will be able to do some moving and that leaves only 1 classroom. Summer work will be the hallway and restrooms.

The Training Facility will have a Groundbreaking Ceremony on Thursday the 23rd at 10:00am. Please be there if at all possible. I'm looking forward to that and there are some particular items on tonight's agenda that address that facility as well.

It is an exciting time of year. I was able to go down and watch graduation practice and for those of us that have been in education very long, sometimes there are challenges, but being able to sit and watch these events really makes all the labor worth it. There have been all kinds of awards programs, ceremonies, Kindergarten graduations, and it is a blessing to be a part of that. A special shout out to our baseball team that is currently playing as we speak at Gibbs High School in Knoxville. We also have several students that will be participating in the state track meet next week. We wish them safe travel and much success.. I hope to see everyone tomorrow as we graduate the Class of 2024.

C. Board Member Reports

There was nothing to report by the Board members.

D. City Council Liaison's Report

Mr. Simerly had no reports to discuss.

E. Student Liaison's Report

No reports from Ms. McCoy

9. REGULAR AGENDA

- A. Approve Gift Agreement between Citizens Bank Tri-Cities Foundation, Ltd and Elizabethton City Schools.

Motion was made by Ed Alexander, second by Phil Isaacs To approve Gift Agreement between Citizens Bank Tri-Cities Foundation, Ltd and Elizabethton City Schools. Motion carried.

Ed

Alexander aye

er:

Phil

Isaacs: aye

Danny

O'Quinn aye

n:

Eddie

Pless: aye

Jamie

Schaff: aye

aye: 5, nay: 0

The agreement is similar to what we have had in place in previous years with the Citizen's Bank Tri Cities Foundation. We want to say "Thank you" to the LaPorte family and Citizen's Bank Tri Cities Foundation for their financial support to our school system over the last 10 years and really beyond that as well. It has been unprecedented for our community, and we are just so thankful and blessed when you look back all the way to the stadium as well as the band room construction, rubberizing the track at the High School and now this project. It is well over a million dollars to the school system to help make these projects a reality. This particular agreement is a \$400,000 donation to help with the new training facility at the high school. Their generosity never ceases to amaze me. We are just so grateful to them. We have several great partners, it takes a village of people to support these projects, and we are so thankful to individuals and families like the LaPorte family who has stepped up with a significant

donation like they have and also many others. We are just really, really blessed, and I can't thank them enough.

- B. Approve naming of the new athletic training building on the campus of Elizabethton High School as the Dave Rider Center for Athletic Performance.

Motion was made by Jamie Schaff, second by Danny O'Quinn To approve naming of the new athletic training building on the campus of Elizabethton High School as the Dave Rider Center for Athletic Performance. Motion carried.

Ed

Alexander aye

er:

Phil

Isaacs: aye

Danny

O'Quinn aye

n:

Eddie

Pless: aye

Jamie

Schaff: aye

aye: 5, nay: 0

When you think about athletics and Elizabethton since the mid 70's when he arrived in Elizabethton, his name has been synonymous with Elizabethton High School and the Cyclones' football program. His time as Athletic Director really helped put our school and athletic department on a trajectory to see the success that we have in the programs today. Coach Rider had a tremendous impact on me as an individual, and I was blessed to play and coach for him right before he retired. He had that unique combination and the ability to hold you to a higher standard, but at the

end of the day you knew you were cared about and loved, which is a rarity and the ones that have that ability are special, just like he was. The Brown Childress Stadium is named after Coach Rider, but I think this facility honors his commitment to the athletic programs in general at Elizabethton and when you think about his time as Athletic Director and wanting all the programs to be successful. When you think of this facility and the impact it's going to have on countless students in our community and high school sports, not just football but everything, I can't think of a better tribute to him and his family and I think this allows his legacy to continue for a whole other generation of cyclones as they move forward that they may not know who Dave Rider is and this will spur those conversations on so they know how special of an individual he was. When I think about Mount Rushmore of Elizabethton Athletics, he is there. I think about Coach Brown, who kind of started athletics in Elizabethton in the mid 20's. He would certainly be on there. Coach Rider would be prominent right beside him. Mr . Pless agreed with Mr. VanHuss comments and the huge impact he had on so many people.

C. Approve the 2024-2025 Budget.

We would like to thank Mrs. Wilson for her hard work in putting the budget together. The budget is down for 2024-2025 due to the ESSER funding terminating. We have tried to keep as many of these positions as possible because we have seen the difference that it has made. We will be giving all employees a 4.5% raise. Thank you, Mrs. Wilson!

Our budget was approved last Thursday by the City of Elizabethton on 1st reading. It will now go before them for a 2nd reading.

10. FOR YOUR INFORMATION

11. NEXT REGULARLY SCHEDULED BOARD MEETING

The next regularly scheduled Board Meeting will be held on Thursday, June 20, 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

Acct	2023-24		2023-24		2023-24		Unencumbered	May 2023-24
	Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance - YTD Act	Monthly Activity		
141 R 40110 000	CURRENT PROPERTY TAX	3,600,000.00	3,600,000.00	3,596,348.34	99.90	3,651.66	43,077.07	
141 R 40120 000	TRUSTEE'S COLLECTIONS - PRIOR	86,000.00	86,000.00	94,665.89	110.08	-8,665.89	698.86	
141 R 40130 000	CIR CLK/CLK & MASTER COLLECTIO	23,000.00	23,000.00	17,356.00	75.46	5,644.00	3,822.91	
141 R 40140 000	INTEREST AND PENALTY	27,000.00	27,000.00	22,295.75	82.58	4,704.25	2,856.88	
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	1,029.13	51.46	970.87	1,029.13	
141 R 40210 000	LOCAL OPTION SALES TAX	4,200,000.00	4,200,000.00	2,689,422.55	64.03	1,510,577.45	296,339.78	
141 R 40275 000	MIXED DRINK TAX	22,000.00	22,000.00	20,886.62	94.94	1,113.38	2,237.92	
141 R 40320 000	BANK EXCISE TAX	30,000.00	30,000.00	38,523.38	128.41	-8,523.38	-44.52	
141 R 41110 000	MARRIAGE LICENSES	600.00	600.00	516.84	86.14	83.16	39.89	
141 R 43511 000	TUITION - REGULAR DAY STUDENTS	380,000.00	380,000.00	306,872.26	80.76	73,127.74	58,142.41	
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	212,580.59	93.25	15,394.41	34,514.06	
141 R 44110 000	INVESTMENT INCOME	40,000.00	40,000.00	148,250.94	370.63	-108,250.94	25,119.08	
141 R 44120 000	LEASE/RENTALS	1,000.00	1,000.00	100.00	10.00	900.00	0.00	
141 R 44170 000	MISCELLANEOUS REFUNDS	0.00	0.00	18,659.18	0.00	-18,659.18	0.00	
141 R 44990 000	OTHER LOCAL REVENUES	273,195.00	273,195.00	192,909.47	70.61	80,285.53	0.00	
141 R 46510 000	TISA STATE FUNDING	19,250,000.00	19,250,000.00	17,754,103.01	92.23	1,495,896.99	0.00	
141 R 46515 000	EARLY CHILDHOOD EDUCATION	407,000.00	407,000.00	337,540.13	82.93	69,459.87	37,359.66	
141 R 46550 000	DRIVER EDUCATION	6,500.00	6,500.00	8,493.02	130.66	-1,993.02	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	24,153.63	78.15	6,753.37	0.00	
141 R 46790 000	OTHER VOCATIONAL	340,113.00	340,113.00	464,457.06	136.56	-124,344.06	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	16,185.52	61.31	10,214.48	3,902.64	
141 R 49800 000	OPERATING TRANSFERS	2,460.00	2,460.00	600,000.00	24,390.24	-597,540.00	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	27,965,361.88	87.79	3,888,256.12	709,095.77	

Number of Accounts: 44

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

Acct	2023-24	2023-24	2023-24	2023-24	Unencumbered	May 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	10,052,433.89	69.06	4,478,410.54	1,071,262.76
141 E 71200 --- --- -----	SPECIAL EDUCATION PROGRAM	2,561,690.00	2,561,690.00	1,945,983.59	75.96	615,456.41	217,880.69
141 E 71300 --- --- -----	VOCATIONAL EDUCATION PROGRAM	1,716,235.00	1,716,235.00	1,340,675.88	78.12	370,982.64	144,592.12
141 E 71400 --- --- -----	STUDENT BODY EDUCATION PROGRAM	425,130.00	425,130.00	482,004.20	113.38	-56,874.20	93,054.29
141 E 72110 --- --- -----	ATTENDANCE	111,810.00	111,810.00	89,327.67	79.89	21,860.81	6,098.80
141 E 72120 --- --- -----	HEALTH SERVICES	433,622.00	433,622.00	332,083.86	76.58	97,540.14	31,589.70
141 E 72130 --- --- -----	OTHER STUDENT SUPPORT	1,117,740.00	1,117,740.00	621,754.87	55.63	483,278.71	69,175.09
141 E 72210 --- --- -----	REGULAR INSTRUCTION PROGRAM	1,326,988.00	1,326,988.00	937,640.35	70.66	387,012.65	85,819.85
141 E 72220 --- --- -----	SPECIAL EDUCATION PROGRAM	413,459.00	413,459.00	356,219.01	86.16	54,239.99	49,351.06
141 E 72230 --- --- -----	VOCATIONAL EDUCATION PROGRAM	178,895.00	178,895.00	151,576.98	84.73	26,150.02	17,687.42
141 E 72250 --- --- -----	TECHNOLOGY	830,510.00	830,510.00	776,253.51	93.47	35,746.66	82,600.42
141 E 72310 --- --- -----	BOARD OF EDUCATION	596,365.00	596,365.00	539,355.45	90.44	49,119.31	13,440.83
141 E 72320 --- --- -----	OFFICE OF THE SUPERINTENDENT	438,535.00	438,535.00	390,167.18	88.97	34,407.82	34,667.52
141 E 72410 --- --- -----	OFFICE OF THE PRINCIPAL	1,897,951.00	1,897,951.00	1,566,734.66	82.55	330,516.34	156,672.80
141 E 72510 --- --- -----	FISCAL SERVICES	422,650.00	422,650.00	375,315.11	88.80	43,453.97	31,104.68
141 E 72610 --- --- -----	OPERATION OF PLANT	2,016,211.00	2,016,211.00	1,719,257.35	85.27	286,645.78	158,095.03
141 E 72620 --- --- -----	MAINTENANCE OF PLANT	1,228,225.00	1,228,225.00	1,298,207.25	105.70	-282,247.31	106,153.99
141 E 72710 --- --- -----	TRANSPORTATION	813,436.00	813,436.00	556,621.59	68.43	14,670.24	71,843.46
141 E 73100 --- --- -----	FOOD SERVICE	41,395.00	41,395.00	17,767.65	42.92	23,627.35	1,275.72
141 E 73300 --- --- -----	COMMUNITY SERVICES	227,975.00	227,975.00	185,894.41	81.54	31,205.59	9,416.11
141 E 73400 --- --- -----	EARLY CHILDHOOD EDUCATION	407,000.00	407,000.00	337,540.13	82.93	69,459.87	36,386.75
141 E 76100 --- --- -----	REGULAR CAPITAL OUTLAY	92,000.00	92,000.00	2,239,092.32	2,433.80	-2,381,470.94	57,990.69
Grand Expense Totals		31,853,618.00	31,853,618.00	26,311,906.91	82.60	4,733,192.39	2,546,159.78

Number of Accounts: 649

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

		2023-24	2023-24	2023-24	2023-24	Unencumbered	May 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	90,156.74	89.16	10,966.26	8,249.65
142 R 47189	OCA	EISENHOWER PROF DEVELOPMENT ST	9,000.00	12,000.00	10,148.23	84.57	1,851.77	978.93
142 R 47131	OCP	VOCATIONAL EDUC - BASIC GRANTS	35,330.00	41,597.18	34,448.08	82.81	7,149.10	5,138.61
142 R 47143	OID	SPECIAL EDUCATION - GRANTS TO	611,680.00	643,824.08	406,114.10	63.08	237,709.98	54,333.35
142 R 47145	OPS	SPECIAL EDUCATION PRESCHOOL GR	16,128.00	22,483.19	14,051.50	62.50	8,431.69	1,228.50
142 R 47141	OT1	TITLE 1 GRANTS TO LOCAL EDUC A	516,142.00	553,472.94	385,130.92	69.58	168,342.02	18,127.59
142 R 47590	OT1	OTHER FEDERAL THROUGH STATE	52,820.00	57,689.14	40,023.96	69.38	17,665.18	1,889.48
142 R 47189	OT2	EISENHOWER PROF DEVELOPMENT ST	87,544.00	124,245.28	75,263.05	60.58	48,982.23	4,299.59
142 R 47590	OVR	OTHER FEDERAL THROUGH STATE	48,895.00	48,895.00	37,410.06	76.51	11,484.94	899.14
142 R 47147	21C	SAFE AND DRUG-FREE SCHOOLS-ST	110,059.00	110,058.75	106,103.62	96.41	3,955.13	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	371,213.56	64.47	204,552.45	47,515.51
142 R 47401	933	ESSER 3.0	4,250,000.00	3,759,105.60	3,371,845.71	89.70	387,259.89	637,432.16
142 R 47307	936	ESSER 2.0	0.00	71,250.00	71,250.00	100.00	0.00	35,625.00
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	18,980.48	57.79	13,862.17	2,212.93
Grand Revenue Totals			6,195,538.00	6,644,361.74	5,032,140.01	75.74	1,612,221.73	817,930.44

Number of Accounts: 16

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

	Acct	2023-24	2023-24	2023-24	2023-24	Unencumbered	May 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	1,752,222.89	77.45	404,076.98	173,095.47
142 E 71200	SPECIAL EDUCATION PROGRAM	627,808.00	659,307.27	420,165.60	63.73	239,141.67	55,583.15
142 E 71300	VOCATIONAL EDUCATION PROGRAM	19,830.00	19,951.18	17,151.94	85.97	2,799.24	1,287.50
142 E 72120	HEALTH SERVICES	50,000.00	55,000.00	35,000.00	63.64	20,000.00	5,000.00
142 E 72130	OTHER STUDENT SUPPORT	407,469.00	424,856.00	292,223.87	68.78	126,995.13	33,071.16
142 E 72210	REGULAR INSTRUCTION PROGRAM	367,979.00	494,272.08	415,819.96	84.13	74,182.12	88,477.41
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	1,658.59	93.92	-1,802.59	245.56
142 E 72250	TECHNOLOGY	83,326.00	83,326.00	65,571.87	78.69	17,754.13	6,612.37
142 E 72710	TRANSPORTATION	0.00	20,000.00	730.73	3.65	-730.73	539.36
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	161,055.97	146.34	-50,997.22	44,387.54
142 E 76100	REGULAR CAPITAL OUTLAY	2,772,456.00	2,503,378.60	2,084,369.64	83.26	-19,479.42	533,157.10
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	5,245,971.06	78.95	821,408.94	941,456.62

Number of Accounts: 210

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

		2023-24	2023-24	2023-24	2023-24	Unencumbered	May 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	83,212.82	47.55	91,787.18	6.00
143 R 43522	000	LUNCH PAYMENTS - ADULTS	15,500.00	15,500.00	22,442.42	144.79	-6,942.42	2,811.26
143 R 43525	000	A LA CARTE SALES	16,000.00	16,000.00	53,306.38	333.16	-37,306.38	4,207.58
143 R 43990	000	OTHER CHARGES FOR SERVICES	13,000.00	13,000.00	11,473.85	88.26	1,526.15	0.00
143 R 44110	000	INVESTMENT INCOME	20,000.00	20,000.00	33,836.80	169.18	-13,836.80	3,157.45
143 R 44170	000	MISCELLANEOUS REFUNDS	0.00	0.00	2,720.03	0.00	-2,720.03	0.00
143 R 46520	000	SCHOOL FOOD SERVICE	12,500.00	12,500.00	10,277.77	82.22	2,222.23	0.00
143 R 47111	000	USDA SCHOOL LUNCH PROGRAM	700,000.00	700,000.00	636,644.88	90.95	63,355.12	46,380.15
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	340,780.63	104.86	-15,780.63	27,980.57
143 R 47114	000	USDA - ESP SNACK PROGRAM	14,500.00	14,500.00	87,616.34	604.25	-73,116.34	68,810.00
Grand Revenue Totals			1,385,000.00	1,385,000.00	1,282,311.92	92.59	102,688.08	153,353.01

Number of Accounts: 40

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

		2023-24	2023-24	2023-24	2023-24	Unencumbered	May 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	1,342,919.13	96.96	42,080.87	112,907.77
Grand Expense Totals		1,385,000.00	1,385,000.00	1,342,919.13	96.96	42,080.87	112,907.77

Number of Accounts: 81

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

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

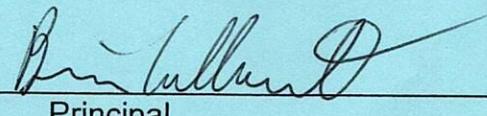
The following items are hereby declared surplus property/equipment of no value or valued at less than \$250.00. Since these items are no longer useful to the Elizabethton City School System, they may be sold at a fair price to any person interested in purchasing them, given away or disposal may be made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

ITEM: Ice O MATIC
ICE MAKER

INVENTORY TAG NUMBER: 644543 (Federal TAG #)

METHOD OF SALE/DISPOSAL: TAKE AWAY / TRASH

SCHOOL/BUILDING WHERE ITEM IS HOUSED HIGH School Room 30 C

SALE/DISPOSAL AUTHORIZED BY:  DATE: 5/14/24
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 Shop Vac

INVENTORY TAG NUMBER: C15716

METHOD OF SALE/DISPOSAL: Trash

SCHOOL/BUILDING WHERE ITEM IS HOUSED: CTE

SALE/DISPOSAL AUTHORIZED BY: Brian Culbert DATE: 5/21/24
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.

ITEMS: Dell-Trane HVAC Server -# 89CSH03

Dell blade chassis Component # FPMFHY1

METHOD OF

SALE/DISPOSAL: RECYCLE

SALE/DISPOSAL

AUTHORIZED BY: _____

Davis Brewer

DATE: _____

5-30-21

Technology

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.

ITEMS: Dell PowerEdge T610, ECS# 11551, dell# 617r4m1

Custom built pc, ECS# 11552

METHOD OF

SALE/DISPOSAL: RECYCLE

SALE/DISPOSAL

AUTHORIZED BY: _____

Technology

DATE: 6-3-24

AUTHORIZED BY: _____

Director of Schools

DATE: _____

AUTHORIZED BY: _____

Board Chairman

DATE: _____

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

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

ITEM: 1) 4-drawer filing cabinet 2) 4-drawer filing cabinet 3) 27 Tan lockers 4) 68 Blue lockers 5) Metal desk

INVENTORY TAG NUMBER: 1) 1141 2) 3913 3) No tag 4) No tag 5) 1540

METHOD OF SALE/DISPOSAL: Trash

SCHOOL/BUILDING WHERE ITEM IS HOUSED: HME

SALE/DISPOSAL AUTHORIZED BY: Elin Wampler DATE: 11 Jun 4
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: 30 chairs (classroom / Spanish) ETSU surplus
30 chairs (classroom / Booked) ETSU surplus
2 Bookcases (removed from library)
4 Tables (ETSU surplus)
3 chairs (surplus)

INVENTORY TAG NUMBER: None

METHOD OF SALE/DISPOSAL: Maintenance

SCHOOL/BUILDING WHERE ITEM IS HOUSED: Elizabethton High School

SALE/DISPOSAL AUTHORIZED BY: J. White DATE: 6/11/24
Principal

AUTHORIZED BY: _____ DATE: _____
Director of Schools

AUTHORIZED BY: _____ DATE: _____
Board Chairman

**ELIZABETHTON CITY SCHOOL SYSTEM
BOARD OF EDUCATION
AGENDA SUMMARY**

DEPARTMENT: SCHOOL NUTRITION

SUBJECT: RENEWAL OF BID 2022-2023-01-SN FOR BREAD AND BAKERY PRODUCTS FOR THE PERIOD JULY 1, 2024 THROUGH JUNE 30, 2025

SUMMARY: An offer to renew the current bid for bread and bakery products was made to Bimbo Bakeries USA. The offer was accepted. All renewal documents were completed and returned. Price increases were in compliance with the guidelines set forth in the original bid.

ACCOUNT FUNDING: Account 143-73100-422 (Food Supplies)

NECESSARY BOARD ACTION: Motion to approve renewal of Bid 2022-2023-01-SN, the purchase of bread and bakery products from Bimbo Bakeries USA for the bid period July 1, 2024 through June 30, 2025.

APPROVED BY THE ELIZABETHTON BOARD OF EDUCATION:

Eddie Pless, Board Chairperson

Richard VanHuss, Director of Schools

Date

Date

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

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

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

- a. Each Party must commit to good faith cooperation in the development and operation of the Program.
 - b. The CTE Director of each Party is responsible for communication and coordination of services with the other Party. Liaisons will speak regularly, no less than once a quarter, to discuss and evaluate effectiveness of collaborative efforts and to develop and refine additional strategies and opportunities of mutual benefit.
 - c. The Parties will jointly evaluate the Program and the effectiveness of the Parties' collaboration during an annual meeting that includes at least one representative of each Party.
 - d. Each Party must ensure that insurance reasonably or legally required for its students to participate in the exchange program or in any particular CTE course in which their students may be enrolled, specifically including, but not limited to, liability insurance for their students' participation in an aviation course.
 - e. Each Party retains responsibility and liability for any transportation required for its own students to participate in the Program.
6. Roles and Responsibilities of Students Participating in Exchange Program Courses
 - a. Students are permitted to attend field trips and excursions related to the CTE course in which they are enrolled but shall be subject to the same rules and requirements imposed upon students in the Host District for such participation.
 - b. Students are required to provide materials, pay fees or otherwise meet responsibilities reasonably required of students in the Host District.
 - c. Students must maintain satisfactory attendance, academic achievement and disciplinary records, and if not, they may be removed from the Program with at least one (1) business day advance notice to the Home District.
 7. The Parties expect significant mutual benefit from their collaborative efforts in this Program but do not commit nor expect commitment by either Party regarding specific projects or the use of specific resources to achieve the purpose of this MOU. Should funding commitments be required, the MOU will be modified pursuant to paragraph twelve (12) herein.
 8. The Parties agree that personally identifiable information regarding students will be accessed, used, retained or disclosed in compliance with the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g), together with its implementing rules and regulations, and other applicable laws governing confidentiality.
 9. The Parties agree, warrant and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subject to discrimination in the performance of this MOU on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee constitutional or statutory law.
 10. Both Parties shall have the duty to meet and attempt, in good faith, to resolve any disputes or disagreements. Any dispute not resolved within twenty-five (25) days shall be referred to mediation conducted by a Tennessee Supreme Court listed Rule 31 mediator chosen by mutual agreement of the Parties. Should mediation fail, a complaint may be filed in a court of competent jurisdiction in Carter County, Tennessee, or if there is no court of competent jurisdiction within the county, then such court that is nearest Carter County, Tennessee. The Parties hereby consent to the venue

in those courts. Should there be a material breach and should the same fail to be cured or resolved, then both Parties shall have all rights and remedies against the other as permitted by law and or this MOU.

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

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

Director of Schools
Elizabethton City Schools

Date

Director of Schools
Unicoi County Schools

Date

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

CTE Instructors

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

CTE Directors

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

Educator Preparation Provider/Local Education Agency State Recognized Partnership Agreement

Educator Preparation Provider (EPP)	Western Governors University
Local Education Agency (LEA)	Elizabethton City Schools
Academic Year of Agreement	1 September 2024 – 31 August 2025

EPP Contact/Designee	
Name: Amy Warren	Title: Field Experience Outreach Relationship Specialist
Email: amy.warren@wgu.edu	Phone Number: 385-428-9541

LEA Contact/Designee	
Name:	Title:
Email:	Phone Number:

Certification (signatures verify partnership)	
EPP Head Administrator: Jennifer Doshier	Title: Director, Clinical Experience, School of Education
Signature:	Date:

LEA Head Administrator:	Title:
Signature:	Date:

**Prompt
1**

Describe the strategies and actions in place to co-select clinical educators and collaborate to prepare, evaluate, and support high-quality clinical educators, both provider and school-based, who demonstrate a positive impact on candidates' development and pre-k-12 students. *NOTE: Responses should not exceed one page per prompt.*

General Candidate Selection and Support

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

WGU General Admission Requirements

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

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

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

TC Formal Program Admission

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

See agreement below for further information

**Prompt
2**

Describe the design and implementation of clinical experiences, utilizing various modalities, of sufficient depth, breadth, diversity, coherence, and duration to ensure candidates demonstrate their developing effectiveness and positive impact on pre-k-12 students (For instructional leader programs, ensure how clinical experiences allow opportunities for candidates to practice applications of content knowledge and skills.). *NOTE: Responses should not exceed one page per prompt.*

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

Selection

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

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

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

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

WGU additional qualifications:

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

Training

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

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

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

Support Resources

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

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

Evaluation and Retention

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

See agreement below for further information

CLINICAL EXPERIENCE AGREEMENT

This Clinical Experience Agreement (Agreement) is made between Western Governors University, a Utah nonprofit corporation (University or WGU), and Elizabethton City Schools (District), and is effective as of the date of the last signature below (Effective Date).

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

A. Definitions. For the purposes of this Agreement, capitalized terms* will have the following meanings:

- Candidate refers to a student enrolled in a University program leading to an education degree.
- Mentor Teacher refers to a District employee who is the contracted teacher in the classroom to which the Candidate is assigned.
- Clinical Supervisor refers to a qualified individual who will supervise and complete observations and evaluations.
- Advanced Programs refers to University programs that are designed for licensed teachers to earn an endorsement or certification.
- Preclinical Experience refers to the active participation by a Candidate in a wide range of in-classroom experiences to develop the skills and confidence necessary to be an effective teacher and prepare for Student Teaching.
- Student Teaching refers to the active participation by a teacher Candidate in the duties and functions of classroom teaching under the direct supervision and instruction of a Mentor Teacher and/or Clinical Supervisor.
- Practicum refers to the University Clinical Experience requirements for licensed teachers in an advanced endorsement program. Practicum length can range from 10 days to 12 months, depending on program and state requirements.
- Clinical Experience refers collectively to the Preclinical Experience and Student Teaching and/or Practicum.

*References to "District" shall include the school.

B. Mutual Expectations. A placement site is a District where University places Candidates for a Clinical Experience with Mentor Teachers/principals, with an aim to co-construct a mutually beneficial arrangement for clinical preparation and the continuous improvement of Candidates, and to share accountability for Candidate outcomes. The school administrator and Mentor Teacher will have the opportunity to provide critical feedback to inform program improvement through surveys at the end of each experience.

C. Mutually Beneficial Activities. The parties agree to participate, to the extent feasible, in the activities outlined below:

1. When available, University staff may participate in District employee events and conferences, as appropriate, and District agrees to inform University of such opportunities.
2. Provide District with recruitment and talent acquisition planning and support from University's Career & Professional Development service(s) team, based on District compliance with University's [Employer Recruiting & Guidelines](#).
 - As possible, District will respond to quarterly survey requests from University's Career & Professional Development team about hiring plans and new hires from University.
3. University and District staff will co-select Mentor Teachers and Clinical Supervisors based on University requirements.
4. District employees who have been admitted to University may apply to receive aid so long as they meet scholarship eligibility requirements (University will retain sole discretion in funding and award decisions).
5. University may invite District staff to participate in a focus group to:
 - provide feedback for improvement and continuous development of observation and evaluation instruments of Candidates, Mentor Teachers, and Clinical Supervisors; criteria for selection of Mentor Teachers and Clinical Supervisors; and curriculum development;
 - review data on Clinical Experiences and Candidate success to potentially modify selection criteria, determine future assignments of Candidates, and make changes in Clinical Experiences;
 - review how the depth, breadth, diversity, coherence, and duration data on Clinical Experiences are linked to student outcomes and Candidate performance.

D. Recordings. District recognizes that University requires its Candidates to video record in the classroom for evaluation purposes and agrees to permit video recording consistent with the conditions set forth in **Exhibit A** (Video Recordings).

E. Mentor Teacher Standards. District, with the input of University, will provide the teacher Candidate with a Student Teaching assignment in a school and classes of District under the direct supervision and instruction of a Mentor Teacher who meets the following minimum requirements:

- Holds a teaching credential or license: (i) for the subject area and/or grade level being taught; and (ii) in the state where Student Teaching occurs.
- Has: (i) a minimum of three (3) years of content area teaching experience (five (5) years preferred), with (ii) two (2) or more years teaching in the placement school and/or District, and (iii) strong evaluations.
- Evidence of positive impact on student learning in the classroom as demonstrated by ratings at or above effective (or equivalent) when a state, district, or school provides such ratings.
- Successfully and with positive impact mentored student teachers, colleagues, and/or other adults.
- Competently uses technology for communicating via email and completing online evaluation forms.
- Will demonstrate and model the professional dispositions and ethics expected of teacher Candidates and University faculty and staff, as follows:
 - All individuals can learn
 - Communication
 - Belonging
 - Integrity

- Empathy
- Growth Mindset
- Professionalism
- Intellectual courage

- Complete University’s training to understand University policies, processes, procedures, and how to effectively mentor adult learners.
- *For California Districts Only:* As required by the California Commission on Teacher Credentialing (CTC) Program Sponsor Alert (PSA) 19–05, Mentor Teacher has documented completion of training/professional development equivalent to ten (10) hours that includes: a two (2)–hour orientation to program curriculum, and eight (8) hours training in effective supervision approaches such as cognitive coaching, adult learning theory, and current content–specific pedagogy and instructional practices.

F. Clinical Supervisor Standards. A University Clinical Supervisor provides guidance, support, on-site assistance, assessment and feedback to a teacher Candidate throughout the Clinical Experience. To act in this role, a Clinical Supervisor must have:

1. A minimum of three (3) years teaching experience in K-12.
2. A master’s degree in education or related field.
3. A current teaching license in the content area of supervision.
4. Experience teaching in the content area of supervision.
5. Ability to successfully complete a background clearance, if requested.
6. District and principal approval (if a District employee).
7. Ability to consistently demonstrate and model the professional dispositions and ethics expected of teacher Candidates and University faculty and staff, as follows:
 - All individuals can learn
 - Belonging
 - Empathy
 - Growth Mindset
 - Communication
 - Integrity
 - Professionalism
 - Intellectual courage

G. University Responsibilities. University will:

- Select qualified Candidates who have been prepared with the appropriate educational background, knowledge, skills, and professional disposition to participate in a Clinical Experience.
- Provide Mentor Teacher with compensation for participation in Clinical Experience as described in this Agreement. The Mentor Teacher may also receive professional development hours connected to the successful completion of University, and any state required Mentor Teacher training.
- Be responsible for the selection, assignment, training, and compensation of Clinical Supervisors.
- Require Candidates to have a fully cleared background check acceptable to District prior to participating in Clinical Experience activities.
- Where required by state regulation or District policy, ensure Candidates have a current tuberculosis (TB) risk assessment and/or examination. Upon request, Candidates will be required to provide documentation to District prior to participating in a Clinical Experience.
- Provide opportunities for feedback regarding improvement of University Candidate preparation.

- Provide professional development training to Mentor Teachers regarding University processes and procedures.
- Maintain an online site for support, resources, and training for Mentor Teachers.
- Facilitate a cohort seminar in which teacher Candidates will participate with a community of peers to receive support during Student Teaching and the final performance assessment.
- Maintain general responsibility for instruction, academic evaluation, and related academic matters concerning Candidate participation in the Clinical Experience, including evaluation and grading.

H. District Responsibilities. District, or school administrator, will:

- Nominate one or more qualified Mentor Teacher(s) by providing a completed copy of the Mentor Teacher Nomination Form to University's Field Placement Team.
- Allow the Clinical Supervisor access to the host school and classroom, including virtual settings, for the specific purpose of observing Candidates.
- Where applicable and where a Teacher Candidate will serve as a contracted teacher, District agrees to provide a Mentor Teacher during Student Teaching.
- University utilizes video recordings for both observations and teacher performance assessments. District agrees to allow video recording and/or live streaming for completion of observations and teacher performance assessments for all University programs. (See **Exhibit A** for details regarding video recordings.)
- Notify University about any changes to District policies (e.g., COVID and other healthcare policies).
- Provide Candidates with any District policies and procedures to which Candidates are expected to adhere during the Clinical Experience and while on District premises.
- Through the involvement of the Mentor Teacher and/or school administrator, participate with the Clinical Supervisor and teacher Candidates in two evaluations: one mid-way through Student Teaching, and a final evaluation at the end of Student Teaching. University shall be responsible for the format of evaluations.
 - See Advanced Programs Practicum section below for evaluation requirements for Educational Leadership, English Language Learning, and Master of Special Education.
- Provide Candidates opportunities to observe, assist, tutor, instruct, implement effective teaching strategies, and conduct research, as appropriate, during the Clinical Experience.
- Provide opportunities, when possible and appropriate, for Candidates to use technology to enhance student learning and monitor student progress and growth.
- Provide opportunities, when possible and appropriate, for Candidates to experience working with diverse student populations, including English language learners and students with exceptional learning needs.
- Encourage Mentor Teachers to participate in University's training to understand University policies, processes, procedures, and how to effectively mentor adult learners.
- Encourage administrators and Mentor Teachers to participate in University feedback surveys (offered at the end of the Clinical Experience) to report on Candidate quality and preparation and to provide program feedback to University for continuous improvement.
- Adhere to any then-applicable state requirements related to training/professional development.

- *For California Districts Only:* Require Cooperating Teachers to complete and document training/professional development equivalent to ten (10) hours that includes: a two (2)–hour orientation to the program curriculum, and eight (8) hours of training in effective supervision approaches such as cognitive coaching, adult learning theory, and current content–specific pedagogy and instructional practices (as required by the CTC).

I. Advanced Programs Practicum. The following additional requirements apply to Advanced Programs Practicum:

1. Candidates are licensed teachers who are in most cases completing the Practicum in their own classroom using a qualified individual within their school as a Clinical Supervisor who meets the applicable qualifications and requirements.
2. Each Candidate will:
 - have a relationship with the school and arrange placement by obtaining District approval.
 - secure his/her own Clinical Supervisor, subject to approval of University’s Field Experience team to ensure the Clinical Supervisor meets program requirements.
 - provide a valid background clearance, liability insurance, and teaching license.
 - comply with any other applicable District requirements.
3. Evaluations of Candidates are as follows:
 - Educational Leadership – 4 total (2 evaluations during the first Practicum course, and 2 during the second Practicum course)
 - English Language Learning – 3 total (2 observations and 1 final evaluation)

J. Confidentiality & Education Records

1. District acknowledges that the education records of assigned Candidates are protected by the Family Educational Rights and Privacy Act (FERPA), and agrees to comply with FERPA and limit access to those employees or agents with a need to know. Pursuant to FERPA, and for the purposes of this Agreement, University designates District as a “school official” with a legitimate educational interest in such records.
2. University shall instruct Candidates of the necessity of maintaining the confidentiality of all District student records. District shall not grant Candidates or University employees access to individually identifiable student information unless the affected student’s parent or guardian has first given written consent using a form approved by District that complies with FERPA and other applicable law.

K. Additional Terms

1. Term. This Agreement shall commence on 9/1/2024 and shall continue through 8/31/2025, or until such time as either party gives the other party thirty (30) days advance written notice of its intent to terminate the Agreement. In the event of termination, any Candidates at District as of the date of such notice shall be permitted to complete their Student Teaching or Practicum.
2. Points of Contact. Each party shall designate a point of contact for communication and coordination of Student Teaching or Practicum. Contact information is set forth following the signature block.
3. Right to Accept or Terminate a Placement. District may refuse to accept for placement, or may terminate the placement, of any Candidate based upon its good faith determination that the Candidate is not

meeting performance standards or is otherwise deemed unacceptable to District. In such cases, District shall notify University in writing and state the reasons for such decision.

4. Insurance.

- University Insurance. University represents and warrants that it provides and maintains general liability insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate and, upon District’s request, shall provide a certificate of insurance as evidence of coverage. University shall maintain, at its sole expense, workers’ compensation insurance as required by law.
- Professional Liability Insurance. Candidates will be responsible for procuring and maintaining, at their own expense, professional liability insurance for the duration of the Clinical Experience with minimum limits of either: (i) \$1,000,000 per occurrence and \$3,000,000 annual aggregate, or (ii) \$2,000,000 per occurrence and \$2,000,000 annual aggregate.

5. Status of Parties. Nothing in this Agreement is intended to or shall be construed to constitute an agency, employer/employee, partnership, or fiduciary relationship between the parties. Neither party will have the authority to, and will not, act as agent for or on behalf of the other party or represent or bind the other party in any manner. No Candidate or other third party shall be a beneficiary of, or have any right to enforce the terms of this Agreement.

6. Non-Discrimination. Each party agrees to comply with all applicable non-discrimination laws, and will accept, assign, supervise, and evaluate qualified Candidates regardless of race, sex, sexual orientation, religion, creed, national origin, age, disability, veteran status, or any other basis protected by law.

7. Entire Agreement. This Agreement represents the entire understanding between the parties relating to the subject matter and supersedes all prior oral or written agreements. This Agreement may be modified only in writing, signed by both parties.

For notice purposes:

Attn: General Counsel
Western Governors University
4001 South 700 East, Suite 700
Salt Lake City, UT 84107-2533
Email: legal@wgu.edu

For notice purposes:

Email:

Exhibit A Video Recording

1. Teacher Performance Assessment. District acknowledges that Candidates must complete a teacher performance assessment, which includes the submission of video recordings of themselves teaching in the classroom and of real artifacts (such as lesson plans, video, and student work samples). Recordings provide an avenue to evaluate performance and determine competency.
2. Clinical observation / Evaluation. University utilizes a secure, interactive, online, cloud-based platform to accommodate for the changing classroom environment and protect the health and safety of participants. Candidates upload recorded video submissions or participate in livestreams for feedback, scoring, and critiquing of video assignments, and Clinical Supervisors leave time-stamped feedback.
3. Guidelines. The following guidelines are provided to Candidates. District understands that Candidates are not employees or agents of University and that any further precautions regarding the privacy of District students should be agreed directly between the District and Candidates.

Teacher Candidate Guidelines for Video Recordings

- Secure appropriate permission from the parents/guardians of your students and from adults who appear in the video recording.
- To protect confidentiality, remove your name and use pseudonyms or general references (e.g., "the district") for your state, school, district, and Mentor Teacher. Mask or remove all names on any typed or written material (e.g., commentaries, lesson plans, student work samples) that could identify individuals or educator preparation programs. During video recording, use only the first names of students.
- You must follow appropriate protocol to submit recordings to University.
- You may not display the video publicly (i.e., personal websites, YouTube, Facebook).
- You may not use any part of the recordings for any personal or professional purposes outside of performance evaluation.
- You must destroy all video recordings once the evaluation is complete.

Scaling SRSD Online Research Study Memorandum of Understanding



MEMORANDUM OF UNDERSTANDING

Between

PROVIDENCE COLLEGE and

_____ * SCHOOL DISTRICT

I. PARTIES

This memorandum of understanding (MOU) is by and between Providence College, hereinafter referred to as "PROJECT PARTNER," and _____

* School District located in _____, hereinafter referred to as "SCHOOL DISTRICT."

II. PURPOSE OF THE UNDERSTANDING

This MOU sets out the terms by which the Project Partner and School District will work together to implement the Scaling Self-Regulated Strategy Development (SRSD) Research Study within _____
School District.

III. KEY CONTACTS

The key contact for the Project Partner will be Laura Hauerwas, Ph.D. and _____* will be the key contact for the School District. These individuals are responsible for ensuring the conduct of the activities listed below.

IV. PROJECT PARTNER ROLES AND RESPONSIBILITIES

Project Partner, in collaboration with SRSD Online Partners (hereinafter "PD Provider") and American Institutes for Research (hereinafter "Evaluation Partner"), agrees to the following:

1. Develop with district administration a timeline for implementing the SRSD professional learning and classroom implementation, consistent with the Scaling SRSD project timeline outlined in this memorandum of understanding.

2. Host quarterly meetings for building leadership teams to support implementing and sustaining SRSD.
3. Provide free professional learning for randomly selected grade-bands (K-2; 3-5) of elementary teachers led by PD Provider; One grade band begins in SY 2024-25, the second grade band begins in SY 2025-26. By the end of the second year teachers in both grade-bands will have received professional learning.
4. Provide free professional learning for SRSD school facilitators for two years to support phased-in school-wide implementation.
5. Provide access to SRSD Online courses, genre unit plans, and resources and tools developed by PD Provider for teacher development throughout the two years of project.
6. Ensure consistent and complete data collection by Evaluation Partner related to the evaluation of Scaling SRSD, included in this MOU (please see Appendix B: Data Collection).

SCHOOL AND DATA COLLECTION COORDINATOR STIPENDS

Project partner will provide a stipend to participating schools for actively participating in professional learning and implementing SRSD.

School Stipend	\$3750.00 (a year)
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We recommend that this stipend be used to support your school facilitator(s) and/or out of contract time spend on professional learning for teachers and facilitators.

Evaluation partner will provide a stipend to the Data Collection Coordinator, dependent on collecting and submitting student and teacher data and providing district-collected teacher and student data as described in Appendix B: Data Collection.

Data Collection Coordinator Stipend	\$1,100
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TEACHER AND FACILITATOR DATA COLLECTION INCENTIVES

Evaluation partner will provide incentives to **teachers** for data collection activities up to \$280.

Evaluation partner will provide incentives to **facilitators** for data collection activities (i.e., survey and focus group, if selected) up to \$80.

V. SCHOOL DISTRICT ROLES AND RESPONSIBILITIES

School District agrees to:

1. Collaborate with the Scaling SRSD project team in creating a timeline for professional learning and implementing SRSD activities included in this MOU by providing feedback and suggested changes.
2. Assist PD provider in coordinating the implementation of SRSD activities in selected grade bands at school sites outlined in this MOU (please see Appendix A: Scope of Work by Roles for more details).
3. Coordinate data collection activities in all grades with Evaluation Partner related to the impact and implementation evaluation included in this MOU (please see Appendix B: Data Collection).
4. Agree to the roles and responsibilities outlined for school administrators, SRSD facilitators, data collection coordinators, and teachers outlined in appendix please see Appendix A: Scope of Work by Roles for more details)
5. Enter into separate cost-share and data-sharing agreements with project partners.

VI. DURATION OF UNDERSTANDING

This understanding will remain in effect from June 2024 to December 2026 and may be updated at any time through written agreement of each partner.

VII. SIGNATURES OF PARTIES' KEY CONTACTS

If the terms of this MOU are acceptable, you will be able to sign and date in agreement at the end of this electronic document as part of the submission process. We will email you a copy of the agreement upon submission.

Appendix A: Scope of Work by Roles

Key Personnel: _____* (District Administrator)

Period of Performance: June 2024 to December 2026.

_____ * school district will participate in Scaling SRSD research project and implement SRSD during the 2024-25 and 2025-26 school years across the following schools:

	School	Grades Served	School Administrator	Data Collection Coordinator ‡	SRSD Facilitator(s) ‡
1	* add school nan	* add grades ser	* add administrator h	* add data collection	* add srsd facilitator
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

‡ If you have not yet identified your Facilitator or Data Collection Coordinator, please enter 'TBA'. Facilitators and Data Collection Coordinators must be identified by early June.

The following information summarizes the scope of work by role for this Scaling SRSD project MOU

School Administrators

School Administrators for participating schools will fulfill the following responsibilities associated with the

schoolwide SRSD implementation.

- *Attend Scaling SRSD Administration Meetings*
Each school administrator will attend quarterly meetings across the two-year project to plan the professional learning calendar, learn about school-wide approaches to systems change (formative data use, curriculum integration, and supported learning cycles for teachers), and discuss successes, challenges, and solutions to phasing in and sustaining SRSD implementation.
- *Provide Teacher Professional Learning Time*
The school administrator will provide professional learning time for teachers in implementation grade bands (K-2 or 3-5) to (a) complete SRSD Writing to Learn™ course modules (6-8 hours) and (b) participate in six practice-based professional learning webinars (60-90 minutes) to support teachers as they are implementing SRSD genre units.
- *Communicate Instructional Expectations*
The school administrator will ensure that the instructional schedule in implementation grade-bands includes time for teachers to deliver writing instruction using the SRSD approach in the classroom. All teachers will implement SRSD for two genres: opinion writing (Fall before winter break) and informative writing (Spring before testing). Narrative genre will be available in the second year. Writing approaches can be practiced across disciplines.
- *Assign a SRSD Facilitator*
The school administrator will assign one or more school-based facilitator(s) who will support the SRSD implementation and be the main point of contact in each school for the PD Providers. The facilitator will need a minimum of four hours a week to participate in facilitator professional learning with SRSD mentors, provide teacher support and participate in SRSD leadership discussions. Details of the facilitator role are outlined below. Administrators will be asked to verify in writing the facilitator's time contributed to the project, which will be used as evidence of matching funds for a federal U.S. Department of Education EIR grant cost share.
- *Assign a Data Collection Coordinator*
The Data Collection coordinator will organize and oversee data collection activities related to the research study. They will work directly with AIR, the evaluation partner on the project, to ensure district policies are followed, and all research data is collected and shared in a timely manner.
- *Implement Sustaining Systems*
The school administrator will put structures in place to facilitate the systematic and sustainable implementation of SRSD school-wide (e.g., regular meeting times for SRSD facilitator and teachers to review data and instruction; discussion with the district regarding curriculum integration/alignment and scaling to other grades/schools and district strategic plans; regular communication among SRSD building leadership team and the scaling SRSD project team).

Facilitators

Each participating school will designate one or more instructional/literacy coaches and/or teachers to serve as the facilitator. A facilitator is an instructional leader who can collaborate with teachers to support SRSD implementation (e.g., coaching and practicing with teachers, modeling lessons, integrating SRSD into literacy instruction, analyzing writing data, goal setting and instructional differentiation, and providing professional

learning). They will work with the building leadership team in their school/district and the Scaling SRSD project to plan for and support implementation.

Responsibilities:

Complete SRSD Teacher Training (approx. 6- 8 hours)

Complete SRSD Writing to Learn™ self-paced teacher modules in the summer of 2024 before teacher training. Facilitators need to be prepared to support teachers with practice and coaching. It is recommended that facilitators teach or co-teach SRSD to students as they learn.

Attend Facilitator Webinars (approx 8 meetings)

During the school year, facilitators will participate in mentoring webinars led by the PD partner to prepare facilitators to support teachers as they implement SRSD. The mentoring webinars align with the pacing of SRSD instruction in the schools. Facilitator will participate in 5 topic based sessions in the fall semester with SRSD Online mentors focusing on key implementation activities. The sessions will include an asynchronous video prior to the webinar and synchronous performance-based based session totaling ~ 90 minutes. Three additional facilitator check-in webinars will be scheduled in the spring semester to support implementation. Facilitators will have access to the online Advance Facilitator Tools which includes teacher PPTs and observation tools to support teachers as they advance in their SRSD implementation.

During the second year, facilitators will participate in additional mentoring webinars based on their needs/experience with SRSD as they work with a second grade-band of teachers, support those who learned in year 1, and develop sustainable writing instruction processes.

Provide teacher support

Facilitators are expected to work weekly with grade-level teachers to support planning and modeling of writing instruction. With SRSD mentor support, facilitators will lead PLC/grade-level discussions in their school to engage with the SRSD content and resources. They will conduct individual observations and feedback sessions. Topics will include scoring writing samples, integrating SRSD lessons into the curriculum, and differentiating practices to support all learners.

Track SRSD progress in the schools.

Using SRSD supplied tools, facilitators will log their activities with teachers, class observations, and progress through the SRSD implementation. Facilitators will gain valuable data about implementation that can then be used for planning and improving their school's writing instruction each year.

Total Facilitator Time

Facilitators time is dependent upon the number of teachers supported. Their work is most intensive during the fall semester. They should meet weekly with teachers in group PLC meetings, conduct individual observations and feedback sessions, spend 90 minutes planning and meeting with mentors monthly; and report progress to administrators. It is expected that a facilitator will need a minimum of four hours a week to complete these activities.

Classroom Teachers

Teachers from each participating grade band will fully engage in the learning and implementation of SRSD writing methods. The activities below will begin in SY 2024-25 for first randomly selected grade band, and SY 2025-26 for the second grade band:

Project Kick Off

All teachers will attend a one-hour SRSD Kick Off meeting to learn about the Scaling SRSD professional learning research project, the SRSD professional learning model, and SRSD implementation expectations with the Scaling SRSD project team and SRSD building leadership.

Initial Professional Learning (approx. 6 hours)

Teachers will complete SRSD Writing to Learn™ online training during scheduled professional learning time in August/September of their initial implementation year (SY 2024-25 or SY 2025-2026). The training is an interactive, self-paced online SRSD professional learning course that covers the fundamentals of SRSD.

Writing Instruction - Opinion Genre

Classroom teachers will deliver writing instruction using the SRSD approach during daily literacy blocks. Implementation will follow the SRSD lesson plans with an initial pre-assessment and teacher modeling of paragraph strategies before independent writing. With support from facilitators and SRSD mentors, teachers will then begin to integrate SRSD strategies into their curriculum and daily writing. Teachers will utilize student data to track progress and differentiate writing instruction. Teachers will conduct a post-assessment before a final data meeting.

Ongoing Professional Learning and Practice

Classroom teachers will engage regularly with school SRSD facilitator(s) and SRSD mentors to support their learning and implementation of SRSD practices. They will collaborate with peers in facilitated planning sessions to learn, practice, and discuss SRSD methods. Teachers will also discuss their lessons and student writing data with the facilitators during PLCs, faculty meetings, in service days, before/after schools or during any opportunities that arise.

Second Semester - Informative Genre

In the second semester, teachers will engage with SRSD Online lesson plans and tools for the informative genre, utilizing the stages of SRSD learned previously. They will attend regular, facilitated planning and support meetings to address the new genre challenges and student progress. Teachers will introduce the new genre, conduct pre-assessments, and teach the informative genre strategies to advance student writing skills with SRSD practices. SRSD mentor meetings will be available both scheduled and on demand as needed.

Second Year Support for School-Wide Implementation

The second grade band of teachers will engage in the professional learning and implementation of SRSD writing methods as outlined above. Both scheduled and on demand mentoring and facilitator support will be available during the second year from the PD partner. If specialist teachers (special education, ESL, reading) were not included in the initial year of training they are encouraged to participate in the professional learning. All new teachers to the school in trained grade bands should take the SRSD Writing to Learn™ online training. In the second and future years, teachers are encouraged to start new students with the opinion genre to reap the full benefits of SRSD. They may move on to other genres (Informative & Narrative) for students who have mastered opinion at their grade level. The facilitators and teachers will build the processes to fully integrate SRSD methods into their writing instruction for use every year.

Appendix B: Data Collection

AIR, as the Evaluation partner, is committed to coordinating closely with the Data Collection Coordinator to make data collection as straightforward as possible with minimal burden to participants.

Data collection will include the following activities in all schools in Grades 1-5, with some data collection in K:

Teachers and Facilitators Data Collection

Teacher Self-Efficacy and Implementation Survey. The Evaluation Partner will administer a web-based survey to all study K-5 teachers in fall and spring of SY 2025-26 and spring of SY 2026-27.

Teacher Classroom Observations. The Evaluation Partner will coordinate with participating schools to videotape four randomly selected classrooms per school. With the Data Collection Coordinator, the Evaluation Partner will support the collection of video-recorded lessons in early fall and spring of SY 2025-26. The video-recorded lessons will be coded by certified CLASS observers at AIR. The video recordings will also be coded using a writing-specific rubric.

Teacher and Facilitator Interviews and Focus Groups. The Evaluation Partner will conduct interviews with a select sample of facilitators and focus groups with a select sample of teachers and facilitators from participating schools in spring of SY 2025-26 and SY 2026-27. These interviews and focus groups will explore successes and challenges of implementing SRSD in the classroom and strategies for sustainability and scaling of SRSD. Participants will have an opportunity to suggest program improvements.

District-Collected Teacher Demographic Information. The Evaluation Partner will request SY 2025-26 K-5 teacher demographic information from each district. The Data Collection Coordinator will work with the district office to provide AIR with SY 2025-26 teacher demographic information from the district in summer/fall of 2025 (i.e., gender, race/ethnicity, years of experience, highest degree, and certification type, e.g., initial, provisional, or professional).

Student Data Collection Facilitation. The Data Collection Coordinator will work with K-5 teachers to facilitate the administration of the student survey and writing sample data collection during SY 2025-26 (see next section), which will include collecting informed consent from caregivers.

Student Data Collection

Student Writing Samples. The Evaluation Partner will work with the Data Collection Coordinator and teachers to collect writing samples from Grades 1-5 students in fall and spring of SY 2025-26. The writing samples will be based on writing passages and prompts provided by AIR. AIR will discuss the format (e.g., typed or hand written) with districts.

Student Writing Attitudes and Behaviors Survey. The Evaluation Partner will work with the Data Collection Coordinator and teachers to administer a grade-appropriate web-based survey to their Grades 1-5 students in fall and spring of SY 2025-26.

District-Collected Student ELA Proficiency and Demographic Characteristics. The Evaluation Partner will request SY 2024-25 and SY 2025-26 Grades 1-5 student test score data and demographic information in summer/fall of 2025 from each participating district. The Data Collection Coordinator will work with the district office to provide the Evaluation Partner with the requested student data including student demographics (e.g., race/ethnicity, free-or-reduced price lunch status, special education status, English language learner status, enrollment start and end date), and student ELA test score data including district ELA test score data (e.g., test name, grade level, score, proficiency) in grades 1-5 and state ELA test score data (e.g., test name, grade level, score, proficiency) in grades 3-5.

In addition, the Evaluation Partner may request from the PD Provider the following pieces of data from SY 2025-26 and SY 2026-27 in order to learn about the professional learning supports offered by the PD Provider:

Training Attendance Records. Teachers' attendance in professional learning related to SRSD implementation.

Professional Learning Feedback Surveys. Facilitators and teachers will provide feedback on the professional learning supports offered by SRSDOnline by completing brief web-based surveys following sessions with the PD Provider.

Facilitator Coaching Survey. Facilitators will document their activities supporting teachers in a monthly log.

Teacher Activity Survey. The Project Partner will ask teachers to report on their progress implementing SRSD in the classroom using a brief survey sent out in December.

Submit

If you are having trouble submitting this form, please send email to kmisto@providence.edu

Scaling thinkSRSD Research Study

Student Survey (Grades 1 & 2)



Dear Student:

We want to know what you think about writing. This is NOT a test. There are no wrong answers. The information from this survey will help us understand what you think about writing.

Please be honest when you answer. Other people will not know if you are participating in the study. No one will use your name. Your answers will be combined with other students' answers, so no one can tell what things came from you.

This survey is voluntary. Your parent or guardian said it is OK for you to participate. You also get to choose if you want to participate too. If you don't want to participate, no one will be mad at you. You can stop at any time, but we hope that you will answer as many as you can.

If you don't understand a question, please ask for help!

Section 1 of 2

Instructions: Read each sentence below and choose the one icon that shows how much you agree. There are no right or wrong answers. (Answer format: A = Disagree; B = I am not sure; C = Agree):

- Disagree: The sentence is not true of me at all; or I think the sentence is totally wrong.
- I am not sure: The sentence is true of me sometimes, but not other times; or I can't decide whether the sentence is correct or not.
- Agree: The sentence is true of me most or all the time; or I think the sentence is mostly or totally correct.

1. I enjoy writing.

A.



Disagree

B.



I am not sure

C.



Agree

2. Writing is fun.

A.



Disagree

B.



I am not sure

C.



Agree

3. I like to write at school.

A.



Disagree

B.



I am not sure

C.



Agree

4. I like to write at home.

A.



Disagree

B.



I am not sure

C.



Agree

5. Writing is a good way to spend my time.

A.



Disagree

B.



I am not sure

C.



Agree

Section 2 of 2

Instructions: Read each sentence below and choose the one icon that shows how well you can do the following. (Answer format: A = I need help! B = I am getting there; C = I can do this!)

- I need help! - I cannot do this at all.
- I am getting there - Sometimes I can do this but sometimes I need help.
- I can do this! - I can do this most or all the time.

6. I can spell words correctly.

A.



I need help!

B.



I am getting there

C.



I can do this!

7. I can write complete sentences.

A.



I need help!

B.



I am getting there

C.



I can do this!

8. I can use punctuation correctly. (Punctuation is the use symbols such as periods, commas, and question marks.)

A.



I need help!

B.



I am getting there

C.



I can do this!

9. I can quickly think of a good word to use in my writing.

A.



I need help!

B.



I am getting there

C.



I can do this!

10. I can think of many new ideas for my writing.

A.



I need help!

B.



I am getting there

C.



I can do this!

11. I can think of a lot of different ideas for my writing.

A.



I need help!

B.



I am getting there

C.



I can do this!

12. I know where to start my writing.

A.



I need help!

B.



I am getting there

C.



I can do this!

13. I know different strategies (steps or tools) to use to make writing easier.

A.



I need help!

B.



I am getting there

C.



I can do this!

14. I can write a good paragraph (A paragraph is a group of related sentences, often on the same idea).

A.



I need help!

B.



I am getting there

C.



I can do this!

Thank you for completing the survey!

Scaling thinkSRSD Research Study

Student Survey (Grades 3–5)



Dear Student:

We want to know what you think about writing. This is NOT a test. There are no wrong answers. The information from this survey will help us understand what you think about writing.

Please be honest when you answer. Other people will not know if you are participating in the study. No one will use your name. Your answers will be combined with other students' answers, so no one can tell what things came from you.

This survey is voluntary. Your parent or guardian said it is OK for you to participate. You also get to choose if you want to participate too. If you don't want to participate, no one will be mad at you. If you want to participate now and change your mind, that's OK. You can stop at any time. But we hope that you will answer as many as you can.

If you don't understand a question, please ask for help!

Section 1 of 5

Instructions: Read each sentence below and choose the *one* icon that shows how much you agree by circling the icon or the number above the icon. There are no right or wrong answers.

The answer format for this section is: A = Strongly disagree; B = Somewhat disagree; C = Somewhat agree; D = Strongly agree)

1. My writing will always have the same quality, no matter how much I try to change it.

A.



Strongly disagree

B.



Somewhat disagree

C.



Somewhat agree

D.



Strongly agree

2. No matter how many pieces I write, the quality will always be the same.

A.



Strongly disagree

B.



Somewhat disagree

C.



Somewhat agree

D.



Strongly agree

3. I can't change the quality of my writing.

A.



Strongly disagree

B.



Somewhat disagree

C.



Somewhat agree

D.



Strongly agree

Section 2 of 5

1. Instructions: Read each statement below and choose one icon that shows how you feel by circling the icon or the number above the icon. Answer as honestly as you can. The answer format for this section is: 1 = Not well at all; 2 = Not so well; 3 = Well; 4= very well):

4. How well can you finish your homework on time?

A.



Not well at all

B.



Not so well

C.



Well

D.



Very well

5. How well can you study when there are other interesting things to do?

A.



Not well at all

B.



Not so well

C.



Well

D.



Very well

6. How well can you concentrate on your schoolwork?

A.



Not well at all

B.



Not so well

C.



Well

D.



Very well

7. How well can you remember what you learn in school?

- A.  Not well at all
- B.  Not so well
- C.  Well
- D.  Very well

8. How well can you motivate yourself to do schoolwork?

- A.  Not well at all
- B.  Not so well
- C.  Well
- D.  Very well

Section 3 of 5

2. Instructions: Read each sentence below and choose the *one* icon that shows how much you agree by circling the icon or the number above the icon The answer format for this section A = Strongly disagree; B = Somewhat disagree; C = Somewhat agree; D= Strongly agree)

9. I enjoy writing.

- A.  Strongly disagree
- B.  Somewhat disagree
- C.  Somewhat agree
- D.  Strongly agree

10. Writing is fun.

- A.  Strongly disagree
- B.  Somewhat disagree
- C.  Somewhat agree
- D.  Strongly agree

11. I like to write at school.

- A.  Strongly disagree
- B.  Somewhat disagree
- C.  Somewhat agree
- D.  Strongly agree

12. I like to write at home.

- A.  Strongly disagree
- B.  Somewhat disagree
- C.  Somewhat agree
- D.  Strongly agree

13. Writing is a good way to spend my time.

- A.  Strongly disagree
- B.  Somewhat disagree
- C.  Somewhat agree
- D.  Strongly agree

Section 4 of 5

Read each sentence below and choose the *one* icon that shows how confident you are that you can do each of the following by circling the icon or the number above the icon. Answer as honestly as you can. **Confident** means that you believe you can do something. (Answer format: A = Not confident at all; B = Not so confident; C = Confident; D= Very confident):

14. I can spell my words correctly.

- A.  Not confident at all
- B.  Not so confident
- C.  Confident
- D.  Very confident

15. I can write complete sentences.

- A.  Not confident at all
- B.  Not so confident
- C.  Confident
- D.  Very confident

16. I can punctuate my sentences correctly. (To punctuate is to use markers such as periods, commas, or question marks that make it easier for readers to understand and follow your ideas.)

- A.  Not confident at all
- B.  Not so confident
- C.  Confident
- D.  Very confident

17. I can write grammatically correct sentences.

A.



Not confident at all

B.



Not so confident

C.



Confident

D.



Very confident

18. I can begin my paragraphs in the right spots. (A paragraph is a group of related sentences, often on the same idea).

A.



Not confident at all

B.



Not so confident

C.



Confident

D.



Very confident

19. I can quickly think of the perfect word.

A.



Not confident at all

B.



Not so confident

C.



Confident

D.



Very confident

20. I can think of many ideas for my writing.

A.



Not confident at all

B.



Not so confident

C.



Confident

D.



Very confident

21. I can think of a lot of original ideas.

A.



Not confident at all

B.



Not so confident

C.



Confident

D.



Very confident

22. I know exactly where to place my ideas in my writing.

A.



Not confident at all

B.



Not so confident

C.



Confident

D.



Very confident

23. I can focus on my writing for at least 35 minutes.

- | | | | |
|---|---|---|---|
| A. | B. | C. | D. |
|  |  |  |  |
| Not confident at all | Not so confident | Confident | Very confident |

24. I can avoid distractions while I write.

- | | | | |
|---|---|---|---|
| A. | B. | C. | D. |
|  |  |  |  |
| Not confident at all | Not so confident | Confident | Very confident |

25. I can start writing assignments quickly.

- | | | | |
|--|--|--|--|
| A. | B. | C. | D. |
|  |  |  |  |
| Not confident at all | Not so confident | Confident | Very confident |

26. I know when and where to use writing strategies. (Writing strategies are a set of steps or tools that you use when writing to make it easier.)

- | | | | |
|---|---|---|---|
| A. | B. | C. | D. |
|  |  |  |  |
| Not confident at all | Not so confident | Confident | Very confident |

Section 5 of 5

Read each sentence and rate how much you agree with it by circling the icon or the number above the icon. (Answer Format: 1 = Strongly disagree; 2 = Somewhat disagree; 3 = Somewhat agree; 4= Strongly agree)

27. I give a lot of detail when writing.

- | | | | |
|---|---|---|---|
| A. | B. | C. | D. |
|  |  |  |  |
| Strongly disagree | Somewhat disagree | Somewhat agree | Strongly agree |

28. I make sure my writing is organized and easy to follow.

A.



Strongly disagree

B.



Somewhat disagree

C.



Somewhat agree

D.



Strongly agree

29. I closely examine what the writing assignment calls for.

A.



Strongly disagree

B.



Somewhat disagree

C.



Somewhat agree

D.



Strongly agree

30. I start with a fairly detailed outline.

A.



Strongly disagree

B.



Somewhat disagree

C.



Somewhat agree

D.



Strongly agree

31. I use a lot of examples and definitions to make things clear in my writing.

A.



Strongly disagree

B.



Somewhat disagree

C.



Somewhat agree

D.



Strongly agree

32. I easily find good words for what I want to say when writing.

A.



Strongly disagree

B.



Somewhat disagree

C.



Somewhat agree

D.



Strongly agree

33. I plan out my writing and stick with the plan.

A.



Strongly disagree

B.



Somewhat disagree

C.



Somewhat agree

D.



Strongly agree

34. I keep my topic or theme clearly in mind as I write.

A.



Strongly disagree

B.



Somewhat disagree

C.



Somewhat agree

D.



Strongly agree

35. I use my time wisely when writing.

A.



Strongly disagree

B.



Somewhat disagree

C.



Somewhat agree

D.



Strongly agree

36. I think about my readers while I write.

A.



Strongly disagree

B.



Somewhat disagree

C.



Somewhat agree

D.



Strongly agree

37. I know how to edit and revise after I draft a piece of writing.

A.



Strongly disagree

B.



Somewhat disagree

C.



Somewhat agree

D.



Strongly agree

Thank you for completing the survey!

ELIZABETHTON BOARD OF EDUCATION
804 SOUTH WATAUGA AVENUE
ELIZABETHTON, TENNESSEE 37643

REQUEST FOR QUOTE
PEST CONTROL SERVICES

1. Provide monthly service to maintain the premises free of rats, mice and cockroaches; and to control ants, crickets, silverfish, and other crawling insects.
2. Provide detailed service report identifying sanitation deficiencies in the same area that could attribute to pest infestation.
3. Guarantee service on agreed schedule. If service is not provided as scheduled, that monthly charge is free of charge.
4. Agree that if Elizabethton Board of Education is fined by any governmental agency due to pest infestation, the company will reimburse the owner for the amount of the fine.
5. Provide flying insect control and/or termite elimination as requested at an additional charge.
6. Must have a 2 (two) hour on-site response time when contacted by school personnel.
7. Pest control services are to be provided at the following locations:
 - Elizabethton High School
 - T. A. Dugger Junior High
 - West Side Elementary
 - East Side Elementary
 - Harold McCormick Elementary
 - Central Office
 - Community Development & Engagement Center
8. Pest control services to be completed after school hours.

GENERAL INFORMATION

1. **Contract period shall begin July 1, 2024 and extend through June 30, 2029.**
2. The contract may be extended for one (1) year periods for a total of five (5) years if both parties are in agreement; (b) increase in cost of services does not exceed 5.0%; (c) previous year's service has been to the satisfaction of Elizabethton Board of Education; and (d) no apparent problems exist.
3. The contractor shall furnish all labor, supplies, fuel, equipment and transportation necessary to do the work as specified. Work shall be performed pertinent to local, state, and federal regulations.

4. Billings to Elizabethton Board of Education shall be on a monthly basis.
5. If pest control services are not satisfactory, Elizabethton Board of Education reserves the right to void the existing contract.
6. The contractor shall provide all licenses and permits required to complete these services in Elizabethton City School System and shall be responsible for all associated costs.
7. **Contractor must provide proof of current background check for any employee that will be on school grounds.**

LIABILITY AND INSURANCE

1. The Elizabethton Board of Education assumes no responsibility for injury to contractors, their agents or others while examining the job at any other time. The successful bidder shall agree to defend, indemnify and hold the Elizabethton Board of Education harmless from all losses, costs of damages caused by its acts or those of its agents.
2. The contractor shall obtain and maintain in force such insurance as will protect him and/or the Elizabethton Board of Education from all claims of any nature whatsoever, including but not limited to worker's compensation claims as well as general liability, and will defend, indemnify, and save harmless the Elizabethton Board of Education, together with its various departments, officers, employees, elected officials, agents and any and all other persons or entities acting on its behalf, from any and all liability whatsoever in connection with performance of this contract, including but not limited, to claims based upon acts of the contractor, any subcontractor or by anyone directly or indirectly employed by any of them and also including claims brought by third persons or entities.

Annual cost for services \$ 6180.⁰⁰

Signature of Authorized Representative  _____

Educator Preparation Provider/Local Education Agency State Recognized Partnership Agreement

Educator Preparation Provider (EPP)	Carson-Newman University
Local Education Agency (LEA)	Elizabethton City School District
Academic Year of Agreement	One year from date of district signature

EPP Contact/Designee	
Name: Dr. Kim Hawkins	Title: Dean, School of Education and Counseling
Email: khawkins@cn.edu	Phone Number: 865-471-3314

LEA Contact/Designee	
Name:	Title:
Email:	Phone Number:

Certification (signatures verify partnership)	
EPP Head Administrator: Kim Hawkins	Title: Dean
Signature: 	Date: 5-10-24

LEA Head Administrator:	Title:
Signature:	Date:

**Prompt
1**

Describe the strategies and actions in place to co-select clinical educators and collaborate to prepare, evaluate, and support high-quality clinical educators, both provider and school-based, who demonstrate a positive impact on candidates' development and pre-k-12 students. *NOTE: Responses should not exceed one page per prompt.*

Co-selection: The partnership will have an advisory council made up of university personnel, school district supervisors, principals, teacher representatives, and aspiring candidates. The advisory council will collaboratively participate in reviewing placement data of clinical practicums, student teachers and leadership practicums. The council will advise and help guide improvement based on need and data. University faculty, university mentors, and cooperating teachers serve to supervise student teachers, provide seminars, and provide content-area support.

In the instructional leadership program (ILP), principals serve as mentors of leadership candidates. The school district and Carson-Newman mutually agree to only select cooperating teachers and leadership mentors who meet Education Preparation Policy 5.504. Clinical mentors (cooperating teachers) shall:

1. Hold an active Tennessee license with an endorsement in the area or a closely related area where they will be supervising the candidate;
2. Have a level of overall effectiveness of above expectations or significantly above expectations for the prior school year; and
3. Have a minimum of three (3) years of experience as a teacher, school services personnel, or instructional leader as applicable.
4. Be recommended by the principal and accept the placement.
5. Have demonstrated a consistent commitment to using state-approved HQIM in their classroom.

Collaborative preparation: All cooperating teachers will complete the Cooperating Teacher/University Mentor Training before serving as a cooperating teacher. University mentors (UMs) and cooperating teachers will complete a standardized dispositional training for using the Educator Disposition Assessment (EDA). UMs complete TEAM training and collaborate with the cooperating teacher in evaluating student teachers through the course of the placement.

In the ILP, principal mentors complete a standardized dispositional training for using the Educational Leadership Educator Disposition Assessment (EDLDA).

Collaborative evaluation: University faculty are evaluated annually by the chair, anonymous course evaluations, and student exit surveys. University mentors are evaluated through student surveys, cooperating teacher surveys, and student performance results. Cooperating teachers are evaluated by the school administrator using the TEAM teacher evaluation process, or other Tennessee State Board of Education approved model, to evaluate the instructional performance.

In the ILP, principal mentor effectiveness is evaluated by the TEAM principal evaluation. Principal mentor effectiveness in supporting aspiring leadership candidates is evaluated through informal observations, surveys, and principal mentor surveys.

The partnership will review program data and stakeholder surveys to assess progress in both the Teacher Education Program and the Instructional Leader Program.

Collaborative support: Annual meetings will address the evolution of the partnership and make necessary adjustments in order to maintain high expectations. In addition, C-N and state partnership schools mutually agree to support direct personnel involvement in the prek-12 setting and encourage involvement in at least one of the following activities: Professional learning targeted to, or led by, prek-12 educators; Professional learning focused on school-specific initiatives; Instructional support to preK-12 students; PreK-12 curriculum development; and Direct observation of preK-12 classrooms.

**Prompt
2**

Describe the design and implementation of clinical experiences, utilizing various modalities, of sufficient depth, breadth, diversity, coherence, and duration to ensure candidates demonstrate their developing effectiveness and positive impact on pre-k-12 students (For instructional leader programs, ensure how clinical experiences allow opportunities for candidates to practice applications of content knowledge and skills.). *NOTE: Responses should not exceed one page per prompt.*

Field experiences begin early, oftentimes in the first semester of the freshman year. Prior to student teaching, field experiences are embedded in multiple required courses and are designed to facilitate the development of specific knowledge and skills relevant to the course content, utilizing various modalities to ensure candidates demonstrate their developing effectiveness. In all cases, the course instructor and the cooperating teacher collaborate to ensure that candidate experiences in the classroom setting are connected to course content. Field experiences culminate with student teaching, completed in the candidate's final semester of enrollment; oftentimes, the field experience prior to student teaching remains in the same placement for coherence and longevity. Whenever possible, student teachers are strategically placed for a seamless transition into employment with participating schools.

C-N faculty along with school personnel consult with cooperating teachers and administrators to ensure quality field experiences for candidates as well as positive impacts for P-12 learners. With each field experience, candidates meet with the cooperating teacher and, if appropriate, with the school administrator and the RTI Coordinator to determine ways in which the candidate may complete instructional and assessment tasks that are helpful to candidates and cooperating teachers. All field experiences are connected to course content and ongoing professional development, and these experiences are facilitated by reflection upon the relationship of the classroom experience to InTASC Standards, TEAM rubrics, and TN literacy standards, including the use of high-quality instructional materials (HQIM) and trauma-informed teaching practices. Course instructors and cooperating teachers work together to provide appropriate support to candidates. For each experience, the cooperating teacher completes the Educator Disposition Assessment, and the course instructor provides feedback on the work and reflections that are generated by the candidate's experience in the classroom.

C-N maintains records of practicum and student teaching placements to ensure candidates are assigned to work with licensed professionals. C-N uses demographic data from the TN State Department of Education to help ensure that candidates experience students who represent diversity in terms of grade range, curricular areas, race, disability, socioeconomic status, school size, and rural/urban status.

In the Instructional Leadership Program (ILP), collaboration between the candidate and the mentor is an area of central focus. The mentor's extensive knowledge and experience as an educator is shared with the candidate through a planned mentorship program. Through this planned mentorship, the candidate works in an actual school setting, learning the keys to school operations by practicing leadership behavior. All practicum experiences are tied to specific TILS indicators as well as TN literacy standards. As a leader, the candidate is expected to demonstrate an advanced level of professionalism and decision-making ability in leadership and management.

C-N's practice-oriented approach provides opportunities for candidates to practice applications of content knowledge and skills through experiential learning in authentic school settings. C-N leadership candidates are aspiring lead administrators in a realistic environment where they not only understand content knowledge and skills but also apply their leadership skills. The program requires a wide range of activities that allow candidates to acquire and master the skills demanded of a leadership position.

**TENNESSEE BOARD OF REGENTS
COMMUNITY COLLEGE
DUAL CREDIT CONDITIONS AND AGREEMENT
BETWEEN
NORTHEAST STATE COMMUNITY COLLEGE
AND
ELIZABETHTON CITY SCHOOLS
FOR THE 2024-2025 ACADEMIC YEAR**

High school students attending Elizabethton High School who pass the dual credit course(s) listed below may sit for the corresponding end-of-course assessment(s).

High School Course Name	College Course Name	Credit Hours
Accounting 1 Accounting 2 Banking and Finance	ACCT 1010 - Principles of Accounting I	3
Greenhouse Management	AGRI 1030	4
Maintenance & Light Repair II Maintenance & Light Repair III Maintenance & Light Repair IV	AUTO 1120 - Automotive Electrical	4
Maintenance & Light Repair II Maintenance & Light Repair III Maintenance & Light Repair IV	AUTO 2140 - Engine Analysis	4
Maintenance & Light Repair II Maintenance & Light Repair III Maintenance & Light Repair IV	AUTO 2210 - Alignment and Brakes	4
Introduction to Business & Marketing Business Communication Business Management Business Entrepreneurship	BUSN 1305 - Introduction to Business	3
Chemistry 2	CHEM 1060 - Survey of Chemistry	4
Web Design Foundations Web Site Development	CITC 1300 - Beginning HTML and CSS	3
Coding 1 Coding 2 AP Computer Science Principles	CITC 1301 - Introduction to Programming and Logic	3

Criminal Justice II Criminal Justice III Pre-Law 2 Pre-Law 3	CRMJ 1010 - Introduction to Criminal Justice	3
Senior Capstone*	EDUC 1030 – College and Lifelong Learning *Note: Students are required to have a minimum ACT score of 18 in English and 19 in Reading to be eligible to sit for the EDUC 1030 end-of-course assessment	3
Emergency Medical Services Medical Therapeutics	EMTP 1015 - Cardiopulmonary Resuscitation	1
Principles of Office Applications	INFS 1010 - Computer Applications	3
Agriculture Power and Equipment	WELD 1060 – General Welding	4

Students who receive a minimum score, determined by the College, on the respective end-of-course assessment(s) can receive dual credit at Northeast State Community College (NeSCC) in accordance with Early Postsecondary Opportunities Policy 2:01:00:05.

Upon enrolling at NeSCC, the student will notify the College's High School Programs (HSP) office of his/her intent to apply escrowed dual credit to his/her college transcript. The HSP office will verify the student's test scores and forward appropriate documentation to the College's Admissions Office for processing. In order for those students to meet all articulation requirements,

1. The student will complete a high school course that aligns with a NeSCC course and will complete a Dual Credit Pathways Form.
2. The HSP office will be responsible for ensuring all student documentation is forwarded to NeSCC's Admissions Office for credit awarding.
3. NeSCC faculty will be responsible for creating, administering, and assessing the dual credit end-of-course assessments. The end-of-course assessment(s) may be held at Elizabethton High School or at NeSCC depending upon the course and proctor availability.
4. Dual credit students shall be provided with one attempt at the end-of-course assessment in a given college semester term. If the student is absent on the day that the end-of-course assessment is administered, he/she will be allowed to "make up" the attempt during a subsequent testing session.
5. The student should enroll as a degree-seeking student at NeSCC within two years of high school graduation in order to have the dual credit transcribed to his/her college transcript.

Course credit will be awarded upon official college admittance and completion of at least one course at Northeast State Community College. The college course, credit hours, and a grade of "Pass" will be shown on the NeSCC transcript. Transfer of this dual credit to other institutions is at the discretion of the receiving institution.

Both Elizabethton High School and NeSCC shall comply with all applicable State and Federal laws and regulations including, without limitation, the Family Educational Rights and Privacy Act (FERPA) and College policies and guidelines in the performance of this agreement.

This Agreement shall be effective for the period commencing on August 1, 2024 and ending on July 31, 2025.

This agreement may be terminated by either party by giving written notice to the other at least 30 days before the effective date of termination.

IN WITNESS WHEREOF:

ELIZABETHTON CITY SCHOOLS:

Brian Culbert, Ed.S., Career and Technical Education Date
Director

NORTHEAST STATE COMMUNITY COLLEGE:

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

Jeff McCord, Ed.D., President Date

TENNESSEE BOARD OF REGENTS:

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

History Log

Elizabethton (101) Public District - FY 2025 - CTE Perkins Basic - Rev 0 - History Log

Attention Needed	Date	User	Status (S)/Comment (C)	S/C
<input type="checkbox"/>	5/10/2024 3:15:06 PM	Richard Vanhuss	Agreed to "By submitting this automated application, the local education agency representatives assure that the application will be authorized by the board of education of the local education agency, and the undersigned representatives have been duly authorized by formal action of the board to file this application for, and on behalf of, the local education agency, and otherwise to act as the authorized representatives of the local education agency in connection with this application. By submitting this automated application, the local education agency is acknowledging that it understands and agrees to abide by the applicable assurances attached to this application."	C
	5/10/2024 3:15:06 PM	Richard Vanhuss	Status changed to 'LEA Authorized Representative Approved'.	S
	5/10/2024 3:02:56 PM	Beth Wilson	Status changed to 'LEA Fiscal Representative Approved'.	S
	5/10/2024 1:43:54 PM	Brian Culbert	Status changed to 'Draft Completed'.	S
	3/12/2024 10:45:08 AM	Brian Culbert	Status changed to 'Draft Started'.	S
	2/29/2024 3:53:56 PM	Spencer Yonce	Status changed to 'Not Started'.	S

Overview

Elizabethton (101) Public District - FY 2025 - CTE Perkins Basic - Rev 0 - Overview

User Access

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

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

Workflow and Notifications

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

Resources

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

TDOE Contacts

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

Allocations

Elizabethton (101) Public District - FY 2025 - CTE Perkins Basic - Rev 0 - Allocations

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

Allocation Transfers

Required Contacts

This page is currently not accepting Contacts.

Elizabethton (101) Public District - FY 2025 - CTE Perkins Basic - Rev 0 - CTE Perkins Basic

Overview of the CIP Improvement Plan

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

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

The definitions of the secondary indicators:

Indicator 1S1: 4-Year Graduation Rate

Indicator 2S1: Academic Proficiency in Reading/Language Arts

Indicator 2S2: Academic Proficiency in Mathematics

Indicator 2S3: Academic Proficiency in Science

Indicator 3S1: Postsecondary Placement

Indicator 4S1: Non-traditional Program Enrollment

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

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

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

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

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

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

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

Corrective Action Year 3 - During the third year after a recipient is identified as not meeting a performance level target and/or failing to implement the improvement plan, the recipient will be required to budget no less than 7.5% of the basic allocation for the purpose of addressing identified gaps, improving student performance, and supporting actions outlined in the improvement plan. Department staff will continue to provide technical assistance toward meeting the performance indicators that are not in compliance.

Instructions

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

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

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

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

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

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

District Performance

	District Performance Level, SY2020-21	State Determined Level of Performance (SDLP) SY2020-21	District Performance Level, SY2021-22	State Determined Level of Performance (SDLP) SY2021-22	District Performance Level, SY2022-23	State Determined Level of Performance (SDLP) SY2022-23	SDLP Met For All Three Years?
1S1	96.99%	96.50%	95.21%	97.00%	98.16%	97.50%	TRUE
2S1	43.22%	41.20%	50.29%	42.60%	55.08%	44.00%	TRUE
2S2	28.29%	36.80%	29.08%	39.30%	32.05%	41.70%	FALSE
2S3	23.51%	51.40%	31.85%	53.60%	36.59%	55.80%	FALSE
3S1	93.65%	81.70%	95.10%	82.80%	93.02%	83.90%	TRUE
4S1	48.06%	29.90%	46.69%	30.40%	37.30%	30.90%	TRUE
5S3	20.48%	9.40%	36.30%	12.50%	34.38%	15.70%	TRUE
5S4	48.53%	39.20%	41.57%	46.10%	43.84%	53.10%	FALSE

1S1 | Graduation Rate Indicator Met

Identify student subgroups not meeting SDLP

Gender	Race Ethnicity	Special Population	Career Cluster

Budget for 1S1 Graduation Rate

\$ Amount

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

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

2S1 | Reading/Language Arts Indicator Met

Identify student subgroups not meeting SDLP 2S1

Gender	Race/Ethnicity	Special Population	Career Cluster

Budget for 2S1 Academic Proficiency in Reading/Language Arts

\$ Amount

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

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

2S2 | Mathematics Indicator Met

Identify student subgroups not meeting SDLP 2S2

Gender	Race/Ethnicity	Special Population	Career Cluster

Budget for 2S2 Academic Proficiency in Mathematics

\$ Amount

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

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

2S3 | Science Indicator Met

Identify student subgroups not meeting SDLP 2S3

Gender	Race/Ethnicity	Special Population	Career Cluster

Budget for 2S3 Academic Proficiency in Science

\$ Amount

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

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

3S1 | Postsecondary Placement Indicator Met

Identify student subgroups not meeting SDLP 3S1

Gender	Race/Ethnicity	Special Population	Career Cluster

Budget for 3S1 Postsecondary Placement

\$ Amount

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

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

4S1 | Nontraditional Program Enrollment Indicator Met

Identify student subgroups not meeting SDLP 4S1

Gender	Race/Ethnicity	Special Population	Career Cluster

Budget for 4S1 Non-traditional Program Enrollment

\$ Amount

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

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

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

Identify student subgroups not meeting SDLP 5S3

Gender	Race/Ethnicity	Special Population	Career Cluster

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

\$ Amount

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

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

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

Identify student subgroups not meeting SDLP 5S4

Gender	Race/Ethnicity	Special Population	Career Cluster
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Budget for 5S4 Program Quality through "Ready Graduate" Attainment

\$ Amount

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

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

Resources

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

Eligibility

Elizabethton (101) Public District - FY 2025 - CTE Perkins Basic - Rev 0 - CTE Perkins Basic

CTE Director Employment Standard

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

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

CTE Director

* Name:

Brian Culbert

* Office Phone:

423-547-8025 ext 1514

Cell Phone:

423-895-0952

* Email Address:

brian.culbert@ecschools.net

Endorsement Codes

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

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

* Date Hired to Career and Technical Director Position:

07/01/2013 

* Teacher License #:

000235983

* Indicate the Employment Standard Met:

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

Programs of Study

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

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

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

* 1. Program of Study:

Business Management

* 1. Career Cluster:

Business Management ▼

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

Postsecondary Institution:

Northeast State Community College

* **Postsecondary components - Select one**

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

* 2. Program of Study

Engineering

* 2. Career Cluster

STEM and STEM Across Industries ▼

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

Postsecondary Institution:

TCAT Elizabethton

* **Postsecondary components - Select one**

- Dual Enrollment

- Dual Credit
- Statewide Dual Credit
- Articulation Agreement

Consortium

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

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

- * (A) form a consortium to enter into a cooperative agreement with an area career and technical education school or educational service agency offering programs that meet the requirements of section 135;
- * (B) transfer such allocation to the area career and technical education school or educational service agency; and
- * (C) operate programs that are of sufficient size, scope, and quality to be effective.

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

* Consortium Options:

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

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

Consortium members (LEAs):

Consortium fiscal agent:

How are the consortium goals and action steps determined?

What is the process for reporting data on performance levels?

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

Assurances and Conditions

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

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

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

Local Application Component

Elizabethton (101) Public District - FY 2025 - CTE Perkins Basic - Rev 0 - CTE Perkins Basic

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

1. In looking at the newest data which is a week old (Jan 9, 2024) it appears EHS did not meet performance level OR safe harbor in math or science. We must address 2S2 and 2S3 for 2nd year in a row.
2. Practically all other high schools in our region give more Indus try Certifications counting toward the State report card than EHS. EHS was at 6.3%. Only Unaka (<5%) and Johnson Co (6.0) had less.
3. Students with disabilities continue to have the biggest gap in looking at tested core subject data.

1S1 Grad Rate

White outperformed Multi-race 99% to 86% (actually only one multi-race student did not graduate, thus percentage is misleading).

2S1 English Academic Attainment

- 19% of students tested were economically disadvantaged with 46% passing compared to 55% total passing
- 28% of students tested were non-traditional with 63% passing compared to 55% total passing
- 7% of students tested were on disability with 17% passing compared to 55% total passing

2S2 Math Academic Attainment

- 19% of students tested were economically disadvantaged with 28% passing compared to 32% total passing
- 30% of students tested were non-traditional with 6% passing compared to 32% total passing
- 7% of students tested were on disability with 5% passing compared to 32% total passing

2S3 Science Academic Attainment

- 19% of students tested were economically disadvantaged with 28% passing compared to 37% total passing
- 28% of students tested were non-traditional with 42% passing compared to 37% total passing
- 7% of students tested were on disability with 17% passing compared to 37% total passing.

3S1 Post-secondary Placement (based on Follow-up)

- 87% of economically disadvantaged completed follow-up
- 100% of non-traditional completed follow-up
- 81% of students tested on disability complete d follow-up

4S1 Non-traditional Program enrollment

- Females outperformed males in enrollment by 60% to 16%

5S3 WBL

- 23% economically disadvantaged
- 24% non-traditional
- 14% disability

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

As shown earlier, we have some Programs of Study POS that do not offer an EPSO. Likewise we have some that do not have any WBL students. The gaps in WBL are gender related. Most of the health science WBL kids are female, and most of the aviation students are males.

Our MOUs with our partnering community college shows we have LDC with over 10 POS , but in actuality, we only have about 4 programs of study that send students every year for LDC exams. The teachers and advisory committees are fine with this, but it is obvious the state wants this to increase. An administrative team meets each year to determine how much autonomy to give teachers and students and whether or not students are required to do LDC or IC testing.

Our success stories are in health science, agriculture, STEM, Culinary Arts, and a little in aviation. Criminal Justice committee is OK with NOT offering their IC.

There is not an IC for most of our other courses. In 22--23, EHS had a 95 students both take and pass an IC in level 1 Recognized b 18 students both take and pass an IC in level 2 Valued c 17 students take a IC in level 3 Preferred, and 15 of those passed. ICs are taken in Ag, Health Science, Hospitality, STEM, & Transportation Career Clusters. No students obtained ICs in Art, Audio/Video Tech Production, Business, TAP, Finance, Government, IT, or Law. However, during the 23--24 year, EHS is now giving ICs in Construction (NEW) and IT. We look to make more improvements.

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

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

For most years we spend 21% of Perkins money to pay for Industry Certifications.

For most years we spend 15% of Perkins money to help send students to CTSO competitions.

We have ordered (fall '23) a multi passenger van to help students with transportation issues related to WBL placements.

we have low numbers in STEM, Construction, Accounting, TAP, and Cadets.

STEM numbers will go back up with a new teacher and a renewed desire to do SkillsUSA and Robotic competitions.

Construction is new for 23--24. In August when school began, we only had 20. By January we now have 44 students in program. We are very optimistic about the trend.

Accounting numbers seemingly are always low, but it bears not extra cost since we already have business teachers and room in schedule. We are happy to have the students we have.

TAP is relatively new. E HS started it in 20--21. Slow to no progress is troubling, but as mentioned with accounting, there is no extra cost and we had room in a teacher's schedule. We are content.

Our Cadet program has to go way up in numbers before we can call our program ROTC. We have a new teacher for 23--24. We are optimistic.

Based on Advisory Committee meeting in October 2023, local industries want: IT students, construction students, health science students.

Each career cluster has a advisory committee that meets once a semester. Some members from each of the cluster meetings will be chosen to be on the generic CTE Advisory committee for similar meetings. Also, when EHS was awarded a grant with the XQ partners we started another advisory group to meet the XQ requirements of the grant. We also do some joint meetings. We go over data on all things CTE. The committee helps select the paths and next steps that we use relating to class schedules, equipment, and EPSOs. The Advisory Committee formed via old grant partnership is still going. Meetings used to be once a month, but have been cut back to 4 a year (two each semester). CTE students present at each Advisory meeting.

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

Based on Advisory Committee meeting in October 2023, local industries want: IT students, construction students, health science students. They skill sets they are looking for are students that are present, read a set of plans, pass a drug test, Local industry wants to break the mindset of trade schools. One comment was, "If by 8th grade if parents did not have a positive thought about manufacturing then the child would not consider manufacturing as a choice.

Employers asked for students to attend Career Fairs

Students need to learn professional dress.

We are trying to address all of these needs in regular CTE classes, but specifically, ECS has added a class at our middles school, and EHS makes all freshmen take a 1/2 credit class similar to Career Exploration where these items are addressed.

In Agriculture we offer LDC with Northeast State and MTSU. They also can get ICs.

In Construction we have two DE classes with TCAT Elizabethton. They also can get ICs.

In Arts, Audio/Video Tech, & Communication we have a SBE in Cyclone Network.

In Business and Finance we offer LDC with Northeast State. We offer SDC.

In Education we have created a procedure to hire TAP students out of our TA P program.

Our Government (Cadet Corps) classes we are trying to meet benchmarks to be able to c all ourselves JROTC.

In Health Science we offer LDC with Northeast State. They can also get ICs.
In Hospitality, our Culinary class offers ICs.
In Information Technology, we offer DE with TCAT Elizabethton and starting 23--24 they can get IC.
In Criminal Justice and Pre-Law we have a need for EPSO, but traditionally they are our best at WBL placements.
In STEM we offer DE with TCAT Elizabethton and ICs.
In Transportation we offer LDC with Northeast State and MTSU. We offer ICs. We offer DE with TCAT Elizabethton.

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

Here is the data:

EHS received on State Report card for:

Achievement Level 4

Growth Level 1

Growth for Highest Need Students Level 3

College & Career Readiness Level 4

Under Achievement, EHS had 40% Success rate for ELA, Math, Science, and Social Studies:

Economically Disadvantaged at 29.8%

Students with Disability 9.4%

Black or African American 15.6%

White 40.9%

Did not meet N count for most subgroups

Under Growth EHS had school-wide TVAAS level 1 and is broken down like this:

Numeracy level 5

Literacy level 1

Science level 1

Social Studies level 3

Gender:

In 2S1, 3S1, 4S1, and 5S1 both females and males exceeded the state target.

In 2S2 and 2S3 both males and females scored below the state target.

Ethnicity:

Whites met the targets in 2S1, 3S1, 4S1, 5S3 while missing the target in the others.

Black/African American met the targets in 1S1, 4S1, 5S3, and 5S4 while missing the target in the others.

Hispanic/Latino met the targets in 2S2 (the other subgroup that did) and 4S1, while missing the target in the others.

GENDER

- Females and males were at 95% on CTE concentrators on grad rate 1S1
- Females outperformed the males 52% to 48% on Reading Academic Attainment 2S1
- Males outperformed the females 29% to 28% on Math Academic Attainment 2S2
- Females outperformed the males 34% to 30% on Science Academic Attainment 2S3
- Males outperformed the females 98% to 92% in Post-secondary placement 3S1
- Females outperformed the males 65% to 31% in Non-traditional enrollment 4S1
- Females outperformed the males 38% to 35% on WBL students 5S3
- Females outperformed the males 43% to 41% on Ready Grad 5S4

Race

- Blacks outperformed white 100% to 95% on CTE Concentrators on grad rate 1S1
- Whites outperformed Black and Hispanic students 44% to 29% to 22% respectively on English 2S1

- Hispanics outperformed Black and White students 50% to 14% to 22% respectively on Math 2S2
- Whites outperformed Black and Hispanic students 34% to 11% to 17% respectively on Science 2S 3
- All ethnic groups scored in similarly on non-traditional placement.
- Whites outperformed Black and Hispanic students 38% to 20% to 0% respectively on WBL 2S3
- Whites and Black performed evenly on ready grad rate.

Here is the plan:

IEP teams determine what placement is appropriate for each student, based on their least restrictive environment.

Students could be eligible for a variety of services, ranging from consultation, to a self-contained placement as well as related services (i.e. speech, OT/PT, behavioral, etc.).

We have two CD C classrooms at Elizabethton High School for grades 9-12.

Special transportation is provided to these locations if necessary.

Each elementary school has one resource teacher, while the junior high and high school have two each.

Students may also be eligible for accommodations and/or modifications, depending on what services the IEP team determines as appropriate.

The district has a team that reviews selected IEP's annually to identify best practices and identify potential compliance issues.

The Director of Special Education and SPED Coach continually review instructional practices and assist teachers as needed to ensure effective practices are used.

We contract with Physical Therapy Services to provide OT/PT services for our students.

We also contract with two psychologists to provide services as well.

We contract with an ABA therapist to provide behavioral services as needed.

Our district has conducted a self-assessment the last three years to review and evaluate our program.

CTE teachers are always included in IEP team decisions.

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

As shown earlier, we have some Programs of Study POS that do not offer an EPSO. Likewise we have some that do not have any WBL students. The gaps in WBL are gender related. Most of the health science WBL kids are female, and most of the aviation students are males.

Our traditional success stories here are in Health Science, Criminal Justice, Aviation, and Business. For 23--24, EHS has paid internships at Bell Helicopter for Aviation, Snap-on Tools for IT, Carter County Courthouse for Law, and Elizabethton City Garage for Maintenance Light Repair. This is in addition to our new in 22--23 School Based Enterprises SBE for Tuffy's Cafe for Business and Cyclone Network for Arts, Audio/Video Production Students. Our numbers will be up slightly, but our quality will be up considerably.

Transportation is the biggest issue.

Since receiving the ISM grant, EHS added Construction. We are using Agriculture Mechanics to help fulfill the need and desire by students to do welding. So, our biggest need or gap is in Human Resources. If Money or space is made available again, EHS has already had discussions to add Cosmetology. EHS sent 3 students to TCAT at the end of the 2023 school year for Cosmetology. So, we help them find the path, but are so far unable to get them the opportunity in high school.

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

Our MOUs with our partnering community college shows we have LDC with over 10 POS , but in actuality, we only have about 4 programs of study that send students every year for LDC exams. The teachers and advisory committees are fine with this, but it is obvious the state wants this to increase. An administrative team meets each year to determine how much autonomy to give teachers and students and whether or not students are required to do LDC or IC testing.

Each career cluster has a advisory committee that meets once a semester. Some members from each of the cluster meetings will be chosen to be on the generic CTE Advisory committee for similar meetings. Also, when EHS was awarded a grant with the XQ partners we started another advisory group to meet the XQ requirements of the grant. We also do some joint meetings. We go over data on all things CTE. The committee helps select the paths and next steps that we use relating to class schedules, equipment, and EPSOs. The Advisory Committee formed via old grant partnership is still going. Meetings used to be once a month, but have been cut back to 4 a year (two each semester). CTE students present at each Advisory meeting.

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

All of our teachers are highly qualified and certified in each class they teach. Our health science and agriculture classes have grown to the point we do use traditionally licensed teachers for CTE classes as a One Off. We hope to actually need another health science and agriculture teacher in the future, but we are not there yet.

Starting 20--21 EHS hosts an event in the spring for anyone who is certified to teach to come to EHS for mock interviews.

ECS requires all newly hired teachers to be a part of a mentoring program. A CTE teacher is assigned a regular education teacher and CTE teacher for mentoring purposes. All teachers are required to do the 18 hours minimum of alternative in-service. ECS incorporates 6 PD days throughout the ECS calendar. EHS has monthly PLC meetings where CTE teachers work together.

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

Each career cluster has a advisory committee that meets once a semester. Some members from each of the cluster meetings will be chosen to be on the generic CTE Advisory committee for similar meetings. Also, when EHS was awarded a grant with the XQ partners we started another advisory group to meet the XQ requirements of the grant. We also do some joint meetings. We go over data on all things CTE. The committee helps select the paths and next steps that we use relating to class schedules, equipment, and EPSOs. The Advisory Committee formed via old grant partnership is still going. Meetings used to be once a month, but have been cut back to 4 a year (two each semester). CTE students present at each Advisory meeting.

Our success stories are in health science, agriculture, STEM, Culinary Arts, and a little in aviation. Criminal Justice committee is OK with NOT offering their IC. There is not an IC for most of our other courses. In 22--23, EHS had a 95 students both take and pass an IC in level 1 Recognized b 18 students both take and pass an IC in level 2 Valued c 17 students take a IC in level 3 Preferred, and 15 of those passed. ICs are taken in Ag, Health Science, Hospitality, STEM, & Transportation Career Clusters. No students obtained ICs in Art, Audio/Video Tech Production, Business, TAP, Finance, Government, IT, or Law. However, during the 23--24 year, EHS is now giving ICs in Construction (NEW) and IT. We look to make more improvements.

All classes are encouraged to teach about CTSOs. Teachers put a sample lesson plan in their SSQI documenting CTSO. Our most active clubs are FFA, HOSA, and FBLA. However, our Criminal Justice teachers organize an annual CSI competition that is far superior to the SkillsUSA competitions. Also, with the addition of Construction (thanks to ISM Grant) and a new teacher in STEM, we are very active with SkillsUSA and will start sending students to competition in 24--25. Our Construction team placed 2nd out of 17 high schools in regional contest at Northeast State Community College and our STEM Robotics team won an award at Robotics contest in Wise VA. We are growing something good

If, Then Statement

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

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

<p>Action Step 1 \$ 14,000.00 Amount The amount box auto-populates based on the items tagged for Action Item 1 from the Budget Page. Outline the key priorities for spending. Teacher Professional development an d / or Instructor Certification training for Industry Certifications that are SDE approved, like: Summer institute or POS specific training or subgroup training.</p>
<p>Action Step 2 \$ 9,015.46 Amount The amount box auto-populates based on the items tagged for Action Item 2 from the Budget Page. Outline the key priorities for spending. Equipment will be purchased to increase skills for students. Health Science--manikins Business--computers</p>
<p>Action Step 3 \$ 6,000.00 Amount The amount box auto-populates based on the items tagged for Action Item 3 from the Budget Page. Outline the key priorities for spending. EHS will help sponsor CTSD trips and events.</p>
<p>Action Step 4 \$ 2,075.00 Amount The amount box auto-populates based on the items tagged for Action Item 4 from the Budget Page. Outline the key priorities for spending. The CTE Director will attend all NTTEA and CTE Conferences. Attendance is tracked by TDOE. Teacher attendance records will be reviewed by EHS administrators.</p>
<p>Action Step 5 \$ 3,606.72 Amount The amount box auto-populates based on the items tagged for Action Item 5 from the Budget Page. Outline the key priorities for spending. CTE teachers will receive stipends for their work on closing gap for math and science EOC scores. This includes social security, pensions, and medical care.</p>
<p>Action Step 6 \$ 0.00 Amount The amount box auto-populates based on the items tagged for Action Item 6 from the Budget Page. Outline the key priorities for spending.</p>
<p>Action Step 7 \$ 0.00 Amount The amount box auto-populates based on the items tagged for Action Item 7 from the Budget Page. Outline the key priorities for spending.</p>
<p>Action Step 8 \$ 0.00 Amount The amount box auto-populates based on the items tagged for Action Item 8 from the Budget Page. Outline the key priorities for spending.</p>
<p>Action Step 9 \$ 0.00 Amount The amount box auto-populates based on the items tagged for Action Item 9 from the Budget Page. Outline the key priorities for spending.</p>
<p>Action Step 10 \$ 0.00 Amount The amount box auto-populates based on the items tagged for Action Item 10 from the Budget Page. Outline the key priorities for spending.</p>

Theory of Action #2

Elizabethton (101) Public District - FY 2025 - CTE Perkins Basic - Rev 0 - CTE Perkins Basic

If, Then Statement

If we promote capstone and WBL opportunities for all subgroups, then we can expect a higher participation level leading to more more prepared students for post secondary and the workplace.

Action Step	Outcome	Evaluation Strategy	CIP	CLNA										State Priorities				Timeline												PD Activity		PD Audience				Equipment	Equipment POS and School						
				1S1 - Graduation Rate	2S1 - Academic Proficiency - Reading/Language Arts	2S2 - Academic Proficiency - Math	2S3 - Academic Proficiency - Science	3S1 - Postsecondary Placement	4S1 - Non-Traditional Enrollment	5S3 WBL	5S4 - Ready Graduate	1 - Student Performance	2 - Justify Alignment	3 - Growth Opportunities	4 - Teacher Recruitment, Retainment, Development	5 - Equity and Access	Middle School	Advanced CTE	Science and Math	Monthly	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	Teachers	Admin / Leadership	Counselors			Paraprofessionals					
AS#1 CTE director will provide funding for purchasing modernized instructional supplies that are aligned with individual Programs of Study. The CTE Director will purchase overall WBL participation increases in money. ECS hopes to roll out with MajorClarity and 8th grade parent night how the students 4 year plan will help them graduate.	More students will be pass ESPO exams for DE, IC, LDC, etc. Increase in WBL Subgroups overall WBL participation increases in mastery of skills Maintain in post-secondary enrollment We will reduce the gap of female to male students from a 2 to 1 ratio (most recent data 38 to 21) to a ratio 1.5 to 1 Increase Career Exploration activities. All students 6-12 will meet with counselors on career choice. Students' schedules will be aligned to their interests.	EPSO data will be collected and reviewed by administration and counseling office to make recommendations to CTE teachers if necessary. CTE Director or teacher of POS will purchase instructional supplies while also monitoring skill attainment, achievement, and WBL placements. High School Guidance counselors and teachers will maintain and have access to the MajorClarity reports being utilized. EHS counselors will review MC data while also being results driven. 8th grade Career night attendance and participation CTE Director will meet with counselors to get feedback to make any necessary corrections.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Teachers will have the opportunity to have training on online curricula purchased. The admin will meet with counselors and teachers on a PD that is TBD.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
AS#2 The CTE Director will provide and maintain MOUs/relationships. We will provide PD for WBL and any other area leading to post-secondary and WBL opportunities. Thus, we hope to have increased student numbers and businesses involved with our program. CTE Director and all parties involved in either student registration or promotion of WBL will meet. The goal will be to keep all students, parents, and community members up-to date on our WBL program.	We wish to make sure students, parents, and community members including businesses, know of EHS' WBL program. Thus, we hope to have increased student numbers and businesses involved with our program. CTE Director and all parties involved in either student registration or promotion of WBL will meet. The goal will be to keep all students, parents, and community members up-to date on our WBL program.	CTE Director and all parties involved in either student registration or promotion of WBL will meet. The goal will be to keep all students, parents, and community members up-to-date on our WBL program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	WBL Best practice workshops will be offered.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>																									
AS #3 The CTE Director will purchase the industry Certification tickets and program supplies.	Students will earn industry Credentials. To remove barriers, we hope to eliminate any worry students may have concerning the cost of required PPE that remains property of EHS.	The CTE Director will monitor the earned credentials and needed supplies.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Specific IC training will be offered/arranged according to need.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																					

Action Step 1

\$ 6,900.00 Amount

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

Outline the key priorities for spending.

EHS will purchase a set of online curricula to help with activities.

Applied Arts
Adobe

Business Management
My IT Lab

Information Technology
Lobaki On-line Curriculum

Agriculture
ICEV curriculum

Action Step 2

\$ 0.00 Amount

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

Outline the key priorities for spending.

Action Step 3

\$ 0.00 Amount

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

Outline the key priorities for spending.

local money

Action Step 4

\$ 0.00 Amount

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

Outline the key priorities for spending.

Action Step 5

\$ 0.00 Amount

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

Outline the key priorities for spending.

Action Step 6

\$ 0.00 Amount

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

Outline the key priorities for spending.

Action Step 7

\$ 0.00 Amount

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

Outline the key priorities for spending.

Action Step 8

\$ 0.00 Amount

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

Outline the key priorities for spending.

Action Step 9

\$ 0.00 Amount

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

Outline the key priorities for spending.

Action Step 10

\$ 0.00 Amount

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

Outline the key priorities for spending.

Elizabethton (101) Public District - FY 2025 - CTE Perkins Basic - Rev 0 - CTE Perkins Basic

Please add a row for each unique "Other" position.

Systemwide Administration - (Usually personnel working in the central office)

	Perkins Basic	
	Head Count	FTE
CTE Supervisor	1	1.00
CTE Teacher		
Coordinator		
Bookkeeper		
Secretary	1	1.00
Other (please specify) high school CTE Teacher	9	9.00
Other (please specify) middle school CTE teacher	3	3.00
Other (please specify) HS CTE teachers that also teach outside CTE	9	9.00
Other (please specify) HS teachers doing a "one-off" in CTE	2	2.00
Other (please specify) HS CTE teacher hired part time	3	3.00
Total	28	28.00

Budget

Elizabethton (101) Public District - FY 2025 - CTE Perkins Basic - Rev 0 - CTE Perkins Basic

Indirect Cost Guide	
Total Allocation	\$41,597.18
Existing Budget In Categories Not Eligible for Indirect Cost	\$9,015.46
Total Available for Budgeting In Categories Eligible for Indirect Cost and Indirect Cost	\$32,581.72
Indirect Cost Rate	3.91%
Max Available Budget In Categories Eligible for Indirect Cost	\$31,355.72
Max Indirect Cost	\$1,226.00

Account Number	Total
71300 - Vocational Education Program	\$15,915.46
72130 - Other Student Support	\$23,606.72
72230 - Support Services/Vocational Education Program	\$2,075.00
72710 - Transportation	\$0.00
99100 - Transfers Out	\$0.00
Total	\$41,597.18
Adjusted Allocation	\$41,597.18
Remaining	\$0.00

Budget Detail

Elizabethton (101) Public District - FY 2025 - CTE Perkins Basic - Rev 0 - CTE Perkins Basic

71300 - Vocational Education Program - \$15,915.46 ▼

Budget Detail	Narrative Description
<p>Account Number: 71300 - Vocational Education Program</p> <p>Line Item Number: 429 - Instructional Supplies & Materials</p> <p>Theory of Action: Theory of Action 2</p> <p>Action Steps: Action Step 1</p> <p>Use of Funds: Career Exploration and Career Devel... Technical Skill Development</p> <p>Performance Indicators: 1S1 2S3 5S4</p> <p>Optional Program Code:</p> <p>Location Code: Elizabethton (101)</p> <p>Quantity: 1.00</p> <p>Cost: \$6,900.00</p> <p>Line Item Total: \$6,900.00</p>	<p>EHS will purchase a set of online curricula to help with activities.</p> <p>Applied Arts Adobe</p> <p>Business Management My IT Lab</p> <p>Information Technology Lobaki On-line Curriculum</p> <p>Agriculture ICEV</p>
<p>Account Number: 71300 - Vocational Education Program</p> <p>Line Item Number: 730 - Vocational Instruction Equipment</p> <p>Theory of Action: Theory of Action 1</p> <p>Action Steps: Action Step 2</p> <p>Use of Funds: Career Exploration and Career Devel... Technical Skill Development</p>	<p>Equipment to support POS</p> <p>Health Science manikins</p> <p>Business computers</p>

Program of Study Implementation

Performance Indicators: 3S1 4S1 5S3

Optional Program Code:

Location Code: Elizabethton (101)

Quantity: 1.00

Cost: \$9,015.46

Line Item Total: \$9,015.46

Total for 71300 - Vocational Education Program: \$15,915.46

Total for all other Account Numbers: \$25,681.72

Total for all Account Numbers: \$41,597.18

Adjusted Allocation: \$41,597.18

Remaining: \$0.00

Budget Detail

Elizabethton (101) Public District - FY 2025 - CTE Perkins Basic - Rev 0 - CTE Perkins Basic

72130 - Other Student Support - \$23,606.72 ▼

Budget Detail	Narrative Description
<p>Account Number: 72130 - Other Student Support</p> <p>Line Item Number: 189PD - Other Salaries & Wages (PD)</p> <p>Theory of Action: Theory of Action 1</p> <p>Action Steps: Action Step 5</p> <p>Use of Funds: Professional Development Integration of Academic Skills</p> <p>Performance Indicators: 2S2 2S3 5S4</p> <p>Optional Program Code:</p> <p>Location Code: Elizabethton (101)</p> <p>Quantity: 1.00</p> <p>Cost: \$3,120.00</p> <p>Line Item Total: \$3,120.00</p>	<p>Money for PD to support CIP 2s2 and 2S3. Stipends will be given to CTE teachers participating in PD-like activities.</p>
<p>Account Number: 72130 - Other Student Support</p> <p>Line Item Number: 201 - Social Security</p> <p>Theory of Action: Theory of Action 1</p> <p>Action Steps: Action Step 5</p> <p>Use of Funds: Professional Development Integration of Academic Skills</p>	<p>Social security for teachers getting stipends at 6.2%</p>

Performance Indicators: 2S2 2S3
Optional Program Code:
Location Code: Elizabethton (101)
Quantity: 1.00
Cost: \$193.44
Line Item Total: \$193.44

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

Performance Indicators: 2S2 2S3
Optional Program Code:
Location Code: Elizabethton (101)
Quantity: 1.00
Cost: \$249.60
Line Item Total: \$249.60

Account Number: 72130 - Other Student Support
Line Item Number: 212 - Employer Medicare

retirement (pensions) for teachers getting stipends 8%

medical care for teachers receiving stipends. 1.4%

Theory of Action: Theory of Action 1

Action Steps: Action Step 5

Use of Funds: Professional Development
Integration of Academic Skills

Performance Indicators: 2S2 2S3

Optional Program Code:

Location Code: Elizabethton (101)

Quantity: 1.00

Cost: \$43.68

Line Item Total: \$43.68

Account Number: 72130 - Other Student Support

Line Item Number: 355 - Travel

Theory of Action: Theory of Action 1

Action Steps: Action Step 3

Use of Funds: Career Exploration and Career Devel...
Technical Skill Development
Integration of Academic Skills

Performance Indicators:

Optional Program Code:

Location Code: Elizabethton (101)

Quantity: 1.00

EHS will help sponsor CTSO trips and events.

FFA
HOSA
FBLA
SkillUSA

Cost: \$6,000.00

Line Item Total: \$6,000.00

Account Number: 72130 - Other Student Support

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

Theory of Action: Theory of Action 1

Action Steps: Action Step 1

Use of Funds: Career Exploration and Career Devel...
Professional Development
Technical Skill Development
Integration of Academic Skills
Program of Study Implementation
Program Evaluations, Including CLNA

Performance Indicators:

Optional Program Code:

Location Code: Elizabethton (101)

Quantity: 1.00

Cost: \$14,000.00

Line Item Total: \$14,000.00

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

Total for 72130 - Other Student Support: \$23,606.72

Total for all other Account Numbers: \$17,990.46

Total for all Account Numbers: \$41,597.18

Adjusted Allocation: \$41,597.18

Remaining: \$0.00

Budget Detail

Elizabethton (101) Public District - FY 2025 - CTE Perkins Basic - Rev 0 - CTE Perkins Basic

72230 - Support Services/Vocational Education Program - \$2,075.00 ▼

Budget Detail	Narrative Description
<p>Account Number: 72230 - Support Services/Vocational Education Program</p> <p>Line Item Number: 524 - In-Service / Staff Development</p> <p>Theory of Action: Theory of Action 1</p> <p>Action Steps: Action Step 4</p> <p>Use of Funds: Career Exploration and Career Devel... Professional Development Technical Skill Development Integration of Academic Skills Program of Study Implementation Program Evaluations, Including CLNA</p> <p>Performance Indicators:</p> <p>Optional Program Code:</p> <p>Location Code: Elizabethton (101)</p> <p>Quantity: 1.00</p> <p>Cost: \$2,075.00</p> <p>Line Item Total: \$2,075.00</p>	<p>The CTE Director will attend all NTTEA and CTE Conferences. Attendance is tracked by TDOE. Teacher attendance records will be reviewed by EHS administrators. 5% MAX</p>
<p>Total for 72230 - Support Services/Vocational Education Program: \$2,075.00</p>	
<p>Total for all other Account Numbers: \$39,522.18</p>	
<p>Total for all Account Numbers: \$41,597.18</p>	
<p>Adjusted Allocation: \$41,597.18</p>	

Budget Overview

Elizabethton (101) Public District - FY 2025 - CTE Perkins Basic - Rev 0 - CTE Perkins Basic

Indirect Cost Guide	
Total Allocation	\$41,597.18
Existing Budget In Categories Not Eligible for Indirect Cost	\$9,015.46
Total Available for Budgeting In Categories Eligible for Indirect Cost and Indirect Cost	\$32,581.72
Indirect Cost Rate	3.91%
Max Available Budget In Categories Eligible for Indirect Cost	\$31,355.72
Max Indirect Cost	\$1,226.00

Filter by Location: ▼

Account Number	71300 - Vocational Education Program	72130 - Other Student Support	72230 - Support Services/Vocational Education Program	Total
Line Item Number				
189PD - Other Salaries & Wages (PD)		3,120.00		3,120.00
201 - Social Security	0.00	193.44	0.00	193.44
204 - Pensions	0.00	249.60	0.00	249.60
212 - Employer Medicare	0.00	43.68	0.00	43.68
355 - Travel		6,000.00	0.00	6,000.00
429 - Instructional Supplies & Materials	6,900.00			6,900.00
524 - In-Service / Staff Development			2,075.00	2,075.00
524PD - In-Service / Staff Development (PD)		14,000.00		14,000.00
730 - Vocational Instruction Equipment	9,015.46			9,015.46
Total	15,915.46	23,606.72	2,075.00	41,597.18

Account Number	71300 - Vocational Education Program	72130 - Other Student Support	72230 - Support Services/Vocational Education Program	Total
Line Item Number				
			Adjusted Allocation	41,597.18
			Remaining	0.00

Related Documents

Elizabethton (101) Public District - FY 2025 - CTE Perkins Basic - Rev 0 - CTE Perkins Basic

Required Documents		
Type	Document Template	Document/Link
(CTE Perkins) Assurances [Upload at least 1 document(s)]	 CTE Perkins Assurances	 Perkins Assurance including VanHuss signature

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

Assurances

Elizabethton (101) Public District - FY 2025 - CTE Perkins Basic - Rev 0 - Assurances

Certification

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

Statement of Assurances

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

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

General Assurances

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

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

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

Conditions

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

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

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

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

Checklist cannot be viewed while the application is under review.



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

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

The Elizabethton City Schools Board of Education approved the City, County,
or Special School District adoption of the textbooks as indicated on the attached Local Adoption Report Abstract
during the meeting of the board on June 20, 2024.

Month, Day, Year

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

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

Date

Chairman, Board of Education

Date

Director of Schools

Report of Local Adoption of Textbooks*
This form remains in the office of the Local Director of Schools for the 6 year Adoption Period

For the School Year 2024/2025

Report for schools of Elizabethton County, City, or Special District.

Subject: Mathematics Decision Making

Recommendation of Local Textbook Selecting Committee

We, the duly appointed members of the Local Textbook Selecting Committee for the Subject of Math, recommend that the Elizabethton (County or City) Board of Education adopt, from the State Approved List, the following textbooks to be used in the public schools of Elizabethton (County or City), as approved by the law and contract:

State Approved	Waiver Approved	Technology Dependent	Grade	Author	Title	Company
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9-12	Blitzer	Blitzer, <i>thinking mathematically</i>	SAVVAS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

We hereby certify that we have returned to the office of the superintendent all the samples of textbooks submitted to us. Signatures of members of the Local Selecting Committee for this subject:

1 _____ 2 _____ 3 _____

4 _____ 5 _____

Oath to Be Administered to Members of the Local Textbook Committee

"I do hereby declare that I am not now directly or indirectly financially interested in, or employed by, any textbook publisher or agency, and that I will not become directly or indirectly financially interested in any of the proposed contracts, nor in any book, nor in any publishing concern handling or offering any books or other publications to the Committee, of which I am a member, for listing and adoption, and I do hereby promise that I will act honestly, faithfully, and conscientiously, and in all respects will discharge my duty as a member of the Committee to the best of my skill and ability."

1 _____ 2 _____ 3 _____

4 _____ 5 _____

*Complete one (1) form for each local adoption committee.



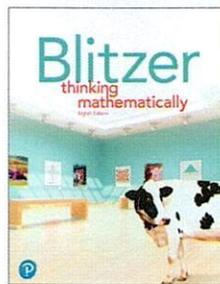
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- Step 2:** Click "Sign In" Button
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 Password: **Savvas123**
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FY25 Consolidated Application Approval for IDEA/ESEA
School Year 2024-25

LEA # 101 LEA Name (Legal Name of Agency): Elizabethton City Schools

LEA # <u>101</u>	LEA Name (Legal Name of Agency): ELIZABETHTON CITY SCHOOLS
LEA Legal Making Address Street Address: <u>804 S. Watauga Ave.</u> City: <u>Elizabethton</u> State: <u>Tennessee</u> Zip: <u>37643</u>	

Consolidated Project begins July 1, 2024 and ends June 30, 2025.

The facts, figures, and representations made in this application, including exhibits, attachments, and assurances herein, are true and correct to the best of my knowledge.

The Board of Education has reviewed and approved this project year application for filing.
This action is recorded in the official minutes of the Agency's Board meeting held on the date entered below:

Board Meeting Date

Director of Schools (Signature)

Board of Education Official (Signature)

Director of Schools (Print Name)

Board of Education Official (Print Name)

Date Signed

Date Signed

**ELIZABETHTON CITY SCHOOLS
BOARD OF EDUCATION MEETINGS
2024-2025**

DATE OF BOARD MEETING	DAY	TIME	AGENDA ITEMS ARE DUE TO CINDY	DIRECTOR & BOARD CHAIR REVIEW BOARD PACKET	BOARD PACKET PROCESSED AND POSTED
July 16, 2024	Tuesday	5:30 p.m.	July 9, 2024	July 9, 2024	July 9, 2024
August 15, 2024	Thursday	5:30 p.m.	August 8, 2024	August 8, 2024	August 8, 2024
September 19, 2024	Thursday	5:30 p.m.	September 12, 2024	September 12, 2024	September 12, 2024
October 17, 2024	Thursday	5:30 p.m.	October 10, 2024	October 10, 2024	October 10, 2024
November 21, 2024	Thursday	5:30 p.m.	November 14, 2024	November 14, 2024	November 14, 2024
December 19, 2024	Thursday	5:30 p.m.	December 12, 2024	December 12, 2024	December 12, 2024
January 16, 2025	Thursday	5:30 p.m.	January 9, 2025	January 9, 2025	January 9, 2025
February 20, 2025	Thursday	5:30 p.m.	February 13, 2025	February 13, 2025	February 13, 2025
March 20, 2025	Thursday	5:30 p.m.	March 13, 2025	March 13, 2025	March 13, 2025
April 17, 2025	Thursday	5:30 p.m.	April 10, 2025	April 10, 2025	April 10, 2025
May 15, 2025	Thursday	5:30 p.m.	May 8, 2025	May 8, 2025	May 8, 2025
June 19, 2025	Thursday	5:30 p.m.	June 12, 2025	June 12, 2025	June 12, 2025

Individuals desiring to appear before the Board may request placement on the agenda by contacting the office of the Director of Schools at least three (3) days before the meeting. They will be recognized at the beginning of the meeting. Sufficient background material will be provided by the speaker. The chairman shall recognize individuals not on the agenda for remarks to the Board. A majority vote of members present can overrule the decision of the chairman.

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

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

Individuals speaking to the Board shall address remarks to the Chair and may direct questions to individual board members or staff members only upon approval of the Chair. Each person speaking shall state his/her name, address, and subject of presentation. Remarks will be limited to five (5) minutes unless time is extended by a majority vote of the Board. The Chair shall have the authority to terminate the remarks of any individual who violates state law or does not adhere to board rules.¹ Members of the Board and the director of schools may have the privilege of asking questions of any person who addresses the Board.



**PARTNERING SCHOOL DISTRICT and
ETSU, CLEMMER COLLEGE OF EDUCATION AND HUMAN DEVELOPMENT
CANDIDATE TO SUBSTITUTE CONTRACT**

I, _____, acknowledge that I have completed substitute training on _____
(Student Name) (Date)

with _____ and completed all HR paperwork and requirements to become eligible to substitute
(School District)

teach during my residency year.

During Pre-residency and Residency I, candidates are allowed to complete substitute teaching whenever they are available and accept a position. This is considered a part-time job for our candidates, and they are unable to count the hours paid for substitute teaching toward their Residency I hours.

During Residency II, candidates are allowed to substitute in two settings, but must follow the guidelines below:

1. In the event a mentor teacher is absent, residency candidates can be paid to substitute for their mentor teacher without restrictions.
2. Residency candidates can substitute in other classrooms within their placement school after their edTPA filming is complete and they have obtained approval from their mentor teacher and ETSU supervisor. Candidates are limited to 5 days of substitute teaching in other classrooms.

Initial each of the following statements below and sign at the bottom to indicate that you agree to the substitute requirements.

I also acknowledge that I am prepared to accept the responsibility of serving as a substitute teacher and freely choose to serve in this capacity. I also acknowledge that once I agree to be a substitute, I am acting as a substitute with the placement district rather than as a teacher candidate for East Tennessee State University (ETSU).

I will abide by all policies, rules and regulations of the school system while performing the duties of substitute teacher.

I will not let substituting in my placement district interfere with my attendance in ETSU courses or with completion of assigned work in or related to those courses.

I am responsible for recording dates, locations, licensure area, and grade level of my substitute experience on the Watermark time log.

I acknowledge that I am only allowed to substitute after I have completed the edTPA filming in Residency II.

I may be removed from eligibility for substitute teaching at any time, for any reason or for no reason, by the principal of the school, in which I am completing Residency II, or by my ETSU supervisor or seminar leader.

I agree to comply with Titles VI and VII of the Civil Rights Act of 1964, title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the related regulations of each. As such, I will not discriminate against any individual because of race, religion, creed, color, gender, age, handicap or national origin. Nor ETSU or placement district is responsible for personal injury or property damage or loss except that resulting from its own negligence or those within its control or employ.

When you substitute, you should ask the school administrator to provide a teacher in the school, in addition to your mentor, to serve as support and a contact for assistance if needed during a substitute teaching assignment. By signing this document, you acknowledge that you agree to the candidate to substitute contract.

Student Signature _____ E# _____ Date _____

In addition to substitute training and contract acknowledgement, you must also obtain approval from your mentor teacher, principal from your placement school, and ETSU supervisor and seminar leader. Once all signatures have been obtained, please make a copy of this agreement for your records, email this original document to your ETSU supervisor, and upload this document into Student Learning & Licensure.

Mentor Signature Date

Principal Signature Date

Supervisor Signature Date

Seminar Leader Signature



SUMMER LAW INSTITUTE
Park Vista Hotel - Gatlinburg
Agenda

Thursday – July 18, 2024

5:00-6:30 p.m. **Registration and Reception**
Reception sponsored by: Public Risk Insurers

Friday – July 19, 2024

7:00 a.m. **Full Breakfast Buffet** (Provided)

8:00 a.m. **Welcome & Overview** Ben Torres, TSBA Assistant Executive
Director & General Counsel

8:05 a.m. **Legislative Update** Nolan Combs, TSBA Director of
Government Relations

Ben Torres

10:00 a.m. **BREAK**

10:30 a.m. **SPED Discipline and** Chris McCarty, Lewis Thomason
School Threats

11:30 a.m. **LUNCH** (Provided)

11:30 a.m. **Ethics CLE Session**
(Attorneys Only)

1:00 p.m. **Book Challenges** Jennifer White, TSBA Director of
Policy and Staff Attorney

2:00 p.m. **School Districts and the** Chuck Cagle, Lewis Thomason
Equal Access Act

3:00 p.m. **Adjourn**

Saturday – July 20, 2024

- | | | |
|------------|---|--|
| 7:30 a.m. | Full Breakfast Buffet (Provided) | |
| 8:30 a.m. | Federal Laws and Funding
in Tennessee | Sycamore Institute |
| 9:30 a.m. | The Violence Epidemic:
Empowering the Educator | Brink Fidler, Founder and President,
Defend Systems |
| 10:45 a.m. | Adjourn | |



BURLESON CONSTRUCTION COMPANY, INC.

GENERAL CONTRACTORS

Phone: 423-232-7370 Fax: 855-202-8080

www.burlesonconstruction.com

3216 South Roan Street, Suite 100

PO Box 1735

Johnson City, TN 37601



June 5, 2024

Mr. Tom Weems
Thomas Weems Architect
3203 Hanover Road
Johnson City, TN 37604

Re: **Alternative School & Conference Center Proposal
Elizabethton High School**

Dear Tom,

We are pleased to submit the following proposal to provide construction management for the above-referenced project. Our fee would be 2.5% of the total construction Cost of Work with a minimum charge of \$5,000.00. The following are a few stipulations to the project.

- For work we self-perform, this work will be performed at the Cost of Work plus 10% overhead and 5% fee.
- For subcontracts we issue and pay the subcontractor, this work will be billed at the cost of work plus a fee of 5%.

Let me know if you have any questions. Thank you for this opportunity.

Regards,

Burleson Construction Co., Inc.

Wayne Woods
President



AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the Seventeenth day of June in the year Two Thousand Twenty Four
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

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

and the Construction Manager:
(Name, legal status, address, and other information)

Burleson Construction Company Inc.
3216 South Roan Street
Johnson City, Tennessee 37601
Telephone: 423-232-7370

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

Elizabethton City Schools:
Renovations To Elizabethton Alternative School, Conference Center and Social Work, 402
Bemberg Road, Elizabethton, Tennessee 37643.
TWA Project #022-020

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

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

The Owner and Construction Manager agree as follows.

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	GENERAL PROVISIONS
3	CONSTRUCTION MANAGER'S RESPONSIBILITIES
4	OWNER'S RESPONSIBILITIES
5	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
6	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
7	COST OF THE WORK FOR CONSTRUCTION PHASE
8	DISCOUNTS, REBATES, AND REFUNDS
9	SUBCONTRACTS AND OTHER AGREEMENTS
10	ACCOUNTING RECORDS
11	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
12	DISPUTE RESOLUTION
13	TERMINATION OR SUSPENSION
14	MISCELLANEOUS PROVISIONS
15	SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Exhibit 'A': Bidding Document Package: Renovations to Elizabethton Alternative School, Conference Center and Social Work, 402 Bemberg Road, Elizabethton, Tennessee 37643. TWA Project #022-020.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Renovations To Elizabethton Alternative School, Conference Center and Social Work, 402 Bemberg Road, Elizabethton, Tennessee 37643: Interior and exterior renovations to existing 2,799 square foot building, including minor site work.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

Init.

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(Provide total and, if known, a line item breakdown.)

To be determined.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:
Architectural Construction Document Phase: Complete May 15, 2023.
- .2 Construction commencement date:
To be determined.
- .3 Substantial Completion date or dates:
To be determined.
- .4 Other milestone dates:
To be determined.

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

To be determined.

N / A

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

~~§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234 2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234 2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

To be determined.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Richard Van Huss, Director
Elizabethton City Schools
804 South Watauga Avenue
Elizabethton, Tennessee 37643

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

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(List name, address and other contact information.)

To be determined.

§ 1.1.10 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Foundation Systems EngineeringPC
P O Box 1394
Johnson City, Tennessee 37605
Telephone: 423-239-9226

.2 Civil Engineer:

Tysinger Hampton and PartnersInc.
7 Worth Circle
Johnson City, Tennessee 37601
Telephone: 423-282-2687

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

N / A

§ 1.1.11 The Architect's representative:

(List name, address, and other contact information.)

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

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:

(List name, address, and other contact information.)

Wayne Woods, President
Burleson Construction CompanyInc.
3216 South Roan Street
Johnson City, Tennessee 37601
Telephone: 423-232-7370

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

(List any Owner-specific requirements to be included in the staffing plan.)

N / A

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

(List any Owner-specific requirements for subcontractor procurement.)

To be determined.

§ 1.1.15 Other Initial Information on which this Agreement is based:

Init.

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N/A

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant

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or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

~~§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.~~

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

~~§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.~~

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

To be determined.

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

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§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The

written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

N/A

N/A

Individual or Position
N/A

Rate
N/A

N/A

ARTICLE 5 — COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

~~§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:~~

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(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

—%

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Fee of 2.5% of the total Cost of the Work with a minimum fee of Five Thousand Dollars and Zero Cents (\$5,000.00).

Overhead Mark-Up for Self-Performed Work: 10% Overhead and 5% Fee.

For Sub-Contracts Issued and paid by Burluson Construction Company, Inc. AIA : Cost of the Work plus 5% Fee.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

AIA Document 00 7300 Supplementary General Conditions, Article 7, Changes in the Work.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

AIA Document 00 7300 Supplementary General Conditions, Article 7, Changes in the Work.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed Ninety percent (90 %) of the standard rental rate paid at the place of the Project.

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N / A

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

Any and all savings of the total Construction Cost are to be shared equally between Elizabethton City Schools and Burluson Construction Company, Inc.

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

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§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

N/A

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager’s site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner’s prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner’s prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner’s prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner’s consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager’s Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner’s prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager’s negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys’ fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner’s prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager’s standard written personnel policy for relocation and temporary living allowances of the Construction Manager’s personnel required for the Work, with the Owner’s prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager’s supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner’s prior approval.

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§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

One Calendar Month

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the Tenth day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the Last day of the Same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%).

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Five Percent (5%) retainage will not be retained on the Construction Manager’s Field Management expenses.

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

N / A

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner’s audit and reconciliation, upon Substantial Completion.)

Upon Substantial Completion.

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner’s prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager’s Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner’s auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Thirty (30) Calendar Days.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

N / A % Legal prevailing rate in Elizabethton, Tennessee.

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction

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Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

N/A

N/A

N/A

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Article 15 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other: *(Specify)*

N/A

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

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- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

N/A

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,00.00) for each occurrence and Two Million Dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000.00) each accident, Five Hundred Thousand Dollars (\$ 500,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

~~§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than —(\$ —) per claim and —(\$ —) in the aggregate.~~

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

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Coverage
N / A

Limits
N / A

§ 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

N / A

~~§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.~~

~~§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:~~

~~(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)~~

§ 14.5 Other provisions:

Wages and salaries of the Construction Manager's Field Management team when performing Work for this Project, whether for all or part of their time, when stationed at the Construction Manager's office shall be included in the Cost of the Work for this Project.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 ~~AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed~~
- .3 ~~AIA Document A133™–2019, Exhibit B, Insurance and Bonds~~
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5 ~~AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

~~(Insert the date of the E203-2013 incorporated into this Agreement.)~~

N / A

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.6 Other Exhibits:
(Check all boxes that apply.)

AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
<u>00 7300</u>	<u>Supplementary Conditions</u>	<u>May 15, 2023</u>	<u>3</u>

.7 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Burleson Construction Company, Inc. Alternative School and Conference Center Proposal Elizabethton High School, dated June 5, 2024.

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

Richard Van Huss, Director
Elizabethton City Schools
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Wayne Woods, President
Burleson Construction Company, Inc.
(Printed name and title)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Thomas Weems, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 12:37:50 ET on 06/17/2024 under Order No. 4104241310 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)



AIA® Document A201® – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Renovations To:

Elizabethton Alternative School, Conference Center and Social Work
402 Bemberg Road, Elizabethton, Tennessee 37643
TWA Project #022-020

THE OWNER:

(Name, legal status and address)

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

THE ARCHITECT:

(Name, legal status and address)

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

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

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13	MISCELLANEOUS PROVISIONS
14	TERMINATION OR SUSPENSION OF THE CONTRACT
15	CLAIMS AND DISPUTES



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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

~~§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and

completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the

Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. ~~The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.~~

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount

for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or

encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

~~§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.~~

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

~~§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.~~

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

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§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by

such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such ~~termination, and damages.~~
termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

~~§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.~~

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Thomas Weems, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 11:16:09 ET on 07/14/2023 under Order No. 4104241310 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007, General Conditions of the Contract for Construction, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

CONTRACT OF EMPLOYMENT
between
RICHARD VANHUSS
and the
ELIZABETHTON CITY BOARD OF EDUCATION

This Employment Contract, effective the 1st day of July, 2024, is made by and between the Elizabethton City Board of Education (hereinafter referred to as "BOARD"), and Richard VanHuss (hereinafter referred to as "DIRECTOR"). The BOARD and the DIRECTOR, for the consideration herein specified, agree as follows:

1. **TERM OF CONTRACT.** The BOARD in accordance with its action as found in the minutes of its regular meeting held on the 20th day of June, 2024, hereby employs, and the DIRECTOR hereby accepts employment, as DIRECTOR of Elizabethton City School System for a term commencing on July 1, 2024, and ending on June 30, 2028. The Contract may be extended or terminated as herein provided.
2. **PROFESSIONAL CERTIFICATION.** The DIRECTOR shall maintain, and furnish to the BOARD evidence of his maintaining, throughout the term of this Contract, a valid and appropriate professional license to act as DIRECTOR of Schools of Elizabethton City School System in accordance with the laws and regulations of the State of Tennessee.
3. **DUTIES.**
 - A. The DIRECTOR shall perform in a reasonable and competent manner the duties and obligations required of a person in this capacity as specified under applicable federal statutes and regulations; the statutes and regulations of the State of Tennessee; the rules, regulations, and policies of the Elizabethton City Board of Education; the duties and obligations listed in the job description of DIRECTOR as adopted by the BOARD; and otherwise as directed by the BOARD. The DIRECTOR shall have the duty to direct and assign teachers and other employees of the schools under his supervision, and to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best to serve the interests of the School System. The DIRECTOR shall visit the schools within the system on a regular basis.
 - B. The DIRECTOR shall devote such time, energy, and attention as is necessary to perform the duties specified in subpart A above. These duties will generally be performed during regular school system business hours, but it is expressly agreed that the duties of this position will require the DIRECTOR to work during times other than regular school system business hours.
4. **COMPENSATION.** The BOARD shall pay the DIRECTOR a minimum annual salary of One Hundred Forty-Four Thousand One Hundred and Forty-Four Dollars (\$144,144.00), provided however that the DIRECTOR's salary shall be increased by the same percentage of salary increase that is provided to all professional employees for each school year, if any. The DIRECTOR's salary will be paid in equal monthly installments and in accordance with BOARD policy. The BOARD may in its discretion increase the salary of the DIRECTOR if the BOARD'S evaluation reflects that the DIRECTOR has met or exceeded the expectations of the BOARD. In no event shall the DIRECTOR'S salary be reduced, except as provided by law. If an adjustment in salary is made during the term of this Contract, all other provisions of this Contract, including, but not limited to, the termination date, shall remain as stated herein. Any such discretionary adjustment in salary, in order to be effective, shall be made by written amendment.

5. BENEFITS.

- A. AUTOMOBILE EXPENSE ALLOWANCE.** The DIRECTOR is required to maintain an automobile for use in his position at all times. Accordingly, the BOARD shall provide to the DIRECTOR during the term of this Contract a monthly allowance of \$450.00 per month for all local travel and will additionally reimburse the DIRECTOR for out of city travel at the rate allowed by the State of Tennessee Department of Education. The BOARD will deduct from this amount the usual and customary federal withholdings.
- B. INSURANCE.** For the DIRECTOR'S individual health insurance coverage in the State of Tennessee's Local Education Employee Group Insurance Program, the BOARD shall pay the same portion of the premium that the Board pays toward that premium for licensed employees.
- C. MEMBERSHIP DUES.** The BOARD shall pay membership dues in TOSS and other memberships considered appropriate for and relevant to the DIRECTOR'S position, as approved by the BOARD.
- D. PROFESSIONAL LIABILITY.** The DIRECTOR shall be provided with liability insurance covering alleged wrongful acts and omissions of the BOARD and of the DIRECTOR, in the same amounts and coverage as is currently provided for certificated employees, for acts committed in the course and scope of his employment with the BOARD. The BOARD shall, to the extent permitted by law, either directly or through insurance, defend the DIRECTOR, bear defense costs, and indemnify and hold the DIRECTOR harmless on demands, claims, suits, and legal proceedings brought by third parties against the DIRECTOR in his official capacity as agent and employee of the BOARD, except that this obligation of the BOARD shall not apply with respect to allegations of and/or violations of criminal law, improper personal gain, reckless or willful misconduct or gross negligence, and/or acts and conduct committed outside the course and scope of his employment, and in no event will individual BOARD members be considered liable for indemnifying the DIRECTOR against such demands, claims, suits, and legal proceedings.
- E. PROFESSIONAL GROWTH.** The BOARD encourages the continuing professional growth of the DIRECTOR through his participation in appropriate activities. The BOARD shall approve in advance all meetings occurring more than fifty miles out of town. The actual, reasonable, and necessary expenses of the said attendance are to be paid by the BOARD in accordance with BOARD policy.
- F. GENERAL BENEFITS.** Except where specified otherwise herein, the DIRECTOR shall be entitled to those benefits applicable to twelve (12) month administrative employees of the BOARD. This includes, but is not limited to, illness benefits and leave, employee retirement program and other administrative employee benefits.
- G. VACATION.** The DIRECTOR shall be entitled to fifteen (15) work days of paid vacation exclusive of legal holidays to be used in a manner and at times selected by him with the following exception: Use of more than seven (7) consecutive days shall require the approval of the BOARD. The DIRECTOR shall be reimbursed for any unused vacation days at the end of each contract year.
- H. EXPENSES.** The BOARD shall reimburse the DIRECTOR for all actual, reasonable, and necessary travel and other expenses required in the performance of his official duties during

employment under this Contract subject to such limitations provided by law, by BOARD policy, and by this Contract.

- I. **SICK LEAVE.** The DIRECTOR shall be granted one day of sick leave for each month of contractual employment. Sick leave days shall be cumulative, and any unused sick leave days shall, upon retirement, be used for retirement credit in accordance with the policies of the Tennessee Consolidated Retirement System.
- J. **DISABILITY PAY.** Should DIRECTOR be absent from work due to disability, sickness, or other physical or mental incapacity, he shall be entitled to be paid his salary only until the point at which he has exhausted accumulated sick leave, vacation, and other granted leave time. After such accumulated leave is exhausted, the BOARD shall not be obligated to make any further payment of salary to DIRECTOR.

The provisions hereof shall not be deemed to affect any other benefits which may be available to DIRECTOR, including, but not limited to, those available under the applicable retirement program, health insurance, and workers' compensation or otherwise.

- 6. **MEDICAL EXAMINATION.** Upon the request of the BOARD, the DIRECTOR hereby agrees to submit to a comprehensive medical examination by a physician of the DIRECTOR'S choosing, but who shall be approved by the Chair of the Board. A physician's statement certifying the physical and mental competency to perform the duties of the DIRECTOR shall be filed with the Chair of the Board. Such report shall be confidential. The cost of said medical examination shall be borne by the BOARD.
- 7. **ASSUMPTION OF DUTIES.** The DIRECTOR shall assume the duties and responsibilities of the position effective the 1st day of July, 2024.
- 8. **NOTICE OF RENEWAL.** The BOARD shall give written notice to the DIRECTOR no later than thirty (30) days prior to expiration of the term of this contract if the BOARD intends to renew the contract. Failure to give such notice will not affect the terms of this contract and the contract may expire under its original terms.
- 9. **GOALS AND OBJECTIVES.**
 - A. **POLICIES.** The DIRECTOR shall administer the policies of the BOARD and the applicable requirements of the laws and regulations of the State of Tennessee in a professional manner in dealing with the BOARD, staff, faculty, parents, students, community leaders and others, recognizing that his actions reflect upon himself, the BOARD, the school system, and the community.
 - B. **ANNUAL GOALS AND OBJECTIVES:** Unless otherwise directed by the Board, the DIRECTOR shall implement goals and objectives established annually by the Board. The goals and objectives shall be among the criteria upon which the DIRECTOR is evaluated as herein provided. On or prior to a renewal of this Employment Contract, should that occur, the parties will meet to establish goals and objectives for the next succeeding school year which shall be reduced to writing.
 - C. **LONG-RANGE PLANNING.** The DIRECTOR will implement the BOARD's current five-year plan and will prepare or cause to be prepared with BOARD approval a five-year plan for the Elizabethton City School System. The annual plan and five-year plan shall be completed prior to

and used in connection with the annual budget by each school and for the Elizabethton City School System.

D. SYSTEM UNITY. The DIRECTOR shall strive for unity within the school system to ensure that all elementary, middle school, and high school programs support and complement each other. He shall require consistent and equitable allocation of funds, personnel, and other resources to all programs within the school system to preclude dominance by any one or more groups and to provide a complete program for the Elizabethton City School System.

10. PERFORMANCE EVALUATION. The BOARD shall annually conduct a review of the DIRECTOR'S performance. All members of the BOARD shall participate in the evaluation process.

The annual evaluation process will focus on the DIRECTOR'S performance as DIRECTOR of the Elizabethton City School System, progress toward goals established by the BOARD and the DIRECTOR; the working relationship of the DIRECTOR with the BOARD, administrative staff, teachers, students, and the community at large; and any other matters relative to the employment and performance of the DIRECTOR. The BOARD'S Chair shall be responsible for seeing that the evaluation process is followed and for reviewing the evaluation with the DIRECTOR.

The BOARD may conduct a special performance review of actions of the DIRECTOR at any time during the duration of this agreement if deemed necessary by the Board.

11. REFERRALS TO DIRECTOR. The BOARD, collectively or individually, shall promptly refer to the DIRECTOR all issues, concerns and suggestions called to their attention relative to DIRECTOR or the School System for the DIRECTOR'S study and recommendations.

12. OUTSIDE ACTIVITIES. The DIRECTOR shall devote his time, attention, and energy to the business of the School System. He may lecture, engage in writing activities and speaking engagements, and engage in other activities so long as those outside activities do not interfere with the duties of the DIRECTOR. The determination of the BOARD as to whether such other activities interfere with the discharge of DIRECTOR'S duties and responsibilities hereunder shall be conclusive.

13. PROFESSIONAL STATUS. The DIRECTOR hereby affirms that he is not under contract with another Board of Education covering any of the same contract term as is covered by this contract.

14. CRIMINAL BACKGROUND CHECK. In accordance with the requirements of TCA § 49-5-413, the DIRECTOR agrees to the release of all investigative records to the BOARD for examination for the purpose of verifying the accuracy of criminal violation information as required by TCA 49-5-406(a) (1) (A); and, the DIRECTOR agrees to supply a fingerprint sample and submit to a criminal history record check to be conducted by the Tennessee bureau of investigation. The costs incurred for this investigation shall be paid by the BOARD.

15. CONTRACT TERMINATION.

A. MUTUAL AGREEMENT. This Employment Contract may be terminated by mutual agreement of the parties, or by the retirement or death of the DIRECTOR.

B. FOR CAUSE. This Employment Contract may be terminated by the BOARD for cause upon grounds which may include, but not be limited to the following: inefficiency; unprofessional conduct; incompetence; insubordination; neglect of duty; immorality; improper personal gain;

the use of alcohol or a controlled substance which materially impairs the DIRECTOR'S ability to effectively perform his duties and obligations hereunder; DIRECTOR's admission or conviction in a court of law of any crime or offense that constitutes a felony in the jurisdiction involved; DIRECTOR'S violations of the policy and procedures of the BOARD or of the requirements of state and federal law; DIRECTOR'S breach or default of a material provision of this Contract and such breach remains uncorrected for a period of ten (10) days after receipt by DIRECTOR of written notice by the BOARD of such breach or default; or other good and just cause. Additionally, this Contract shall terminate upon the DIRECTOR'S inability to perform the essential functions of his position because of a physical or mental disability with or without reasonable accommodation. The parties agree that an accommodation is not reasonable if it causes the BOARD undue hardship. If the BOARD terminates the Contract for cause, the DIRECTOR shall be entitled to no further benefits or compensation.

The process of such termination shall include the Director's right to written charges as determined by the Board, notice of hearing before the Board, and notice of the right to be present and to be heard, to be represented by Counsel and to present through witnesses any testimony relevant to the issue. If the Director of Schools chooses to be accompanied by legal counsel at the hearing before the Board, he will assume the cost of his legal expenses.

- C. REMOVAL FROM OFFICE.** This Contract shall be terminated if the State Board of Education, in accordance with the provision of Title 49, Chapter 1 of the Tennessee Code Annotated orders the removal of the DIRECTOR. If such removal is ordered, the DIRECTOR shall be entitled to no further benefits or compensation under the terms of this Contract.
- D. UNILATERAL TERMINATION BY DIRECTOR.** The DIRECTOR may terminate this contract at any time by giving the BOARD forty-five (45) days written notice of his resignation or retirement. In the event of such termination, the DIRECTOR shall be entitled to the salary and benefits unpaid through the effective date of resignation or retirement.
- 16. ASSIGNMENT.** Neither this Contract nor any duties or obligations under this Contract may be assigned by either party to any other person, agency or corporation.
- 17. ENTIRE AGREEMENT OF THE PARTIES.** This Contract supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by DIRECTOR and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to the Contract acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statements, or promises not contained in this Contract shall be valid or binding.
- 18. AMENDMENTS.** Any modification to this contract shall be made by mutual agreement of the parties hereto, reduced to writing, signed, and appended to the original contract. Neither party shall be bound by any oral representation concerning modification of this contract.
- 19. SEVERABILITY.** If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way thereby.

20. **CONTROLLING LAW AND JURISDICTION.** This Contract will be governed by and construed in accordance with the laws of the State of Tennessee. In the event of litigation, arising from a breach or enforcement of this agreement, the parties hereto agree that the proper jurisdiction and venue shall rest with the trial courts of Carter County, Tennessee.
21. **HEADINGS.** The headings contained in this Contract are for convenience only and shall in no manner be construed as a part of the Contract.
22. **COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Dated this the _____ day of _____, 2024

Eddie Pless
CHAIR, BOARD OF EDUCATION,
ELIZABETHTON CITY SCHOOLS

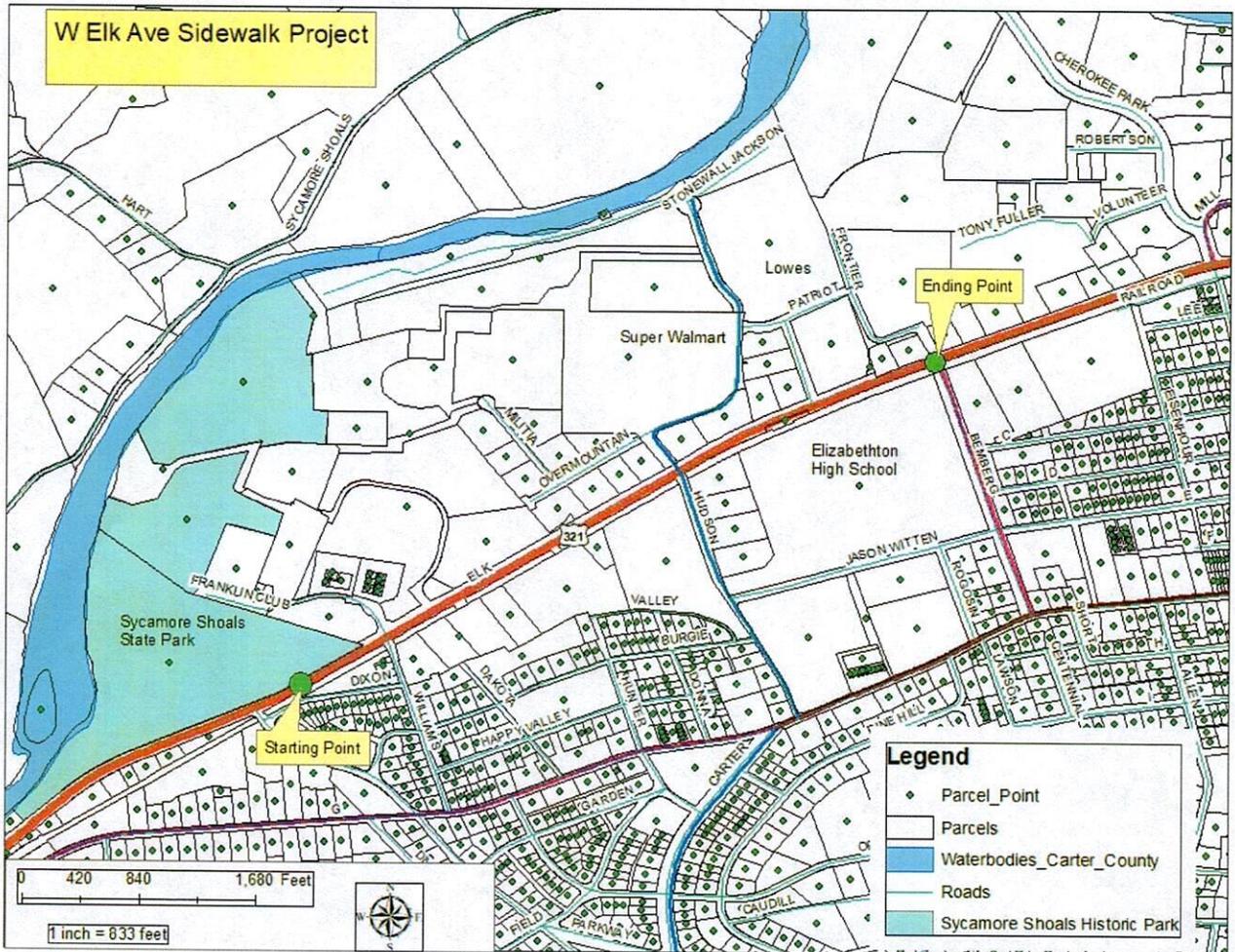
Richard VanHuss
DIRECTOR OF SCHOOLS

EXECUTIVE SECRETARY

Introduction

Elizabethton, Tennessee is applying for the 2024 Tennessee Department of Transportation (TDOT) Multimodal Access Grant (MMAG). The scope of work is to add “missing link” sidewalks (6 feet wide), Ped-Heads, and ADA compliant ramps along the north side of US Hwy 321/ SR67/ SR91/ W Elk Ave from Sycamore Shoals State Park to Patriot Dr/ Bemberg Road intersection. This is approximately 3,980 linear feet in length.

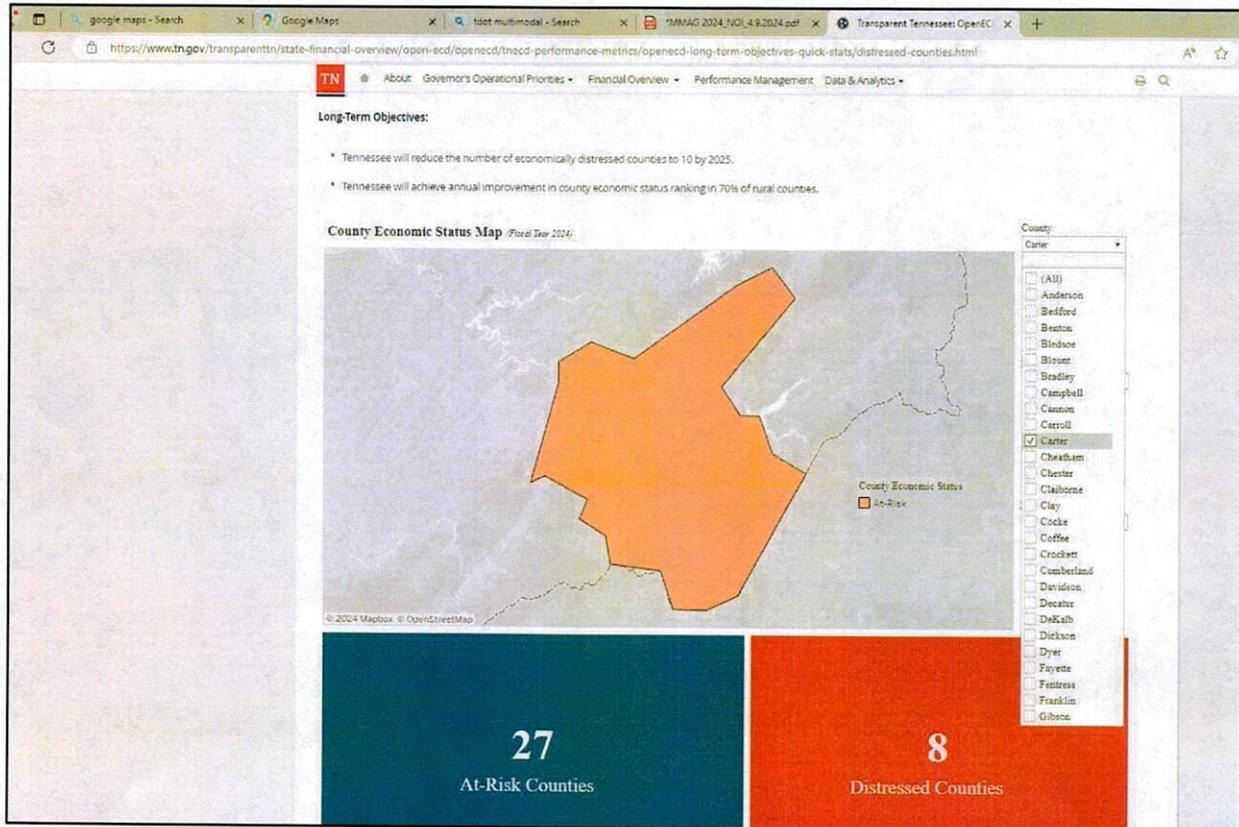
US Hwy 321/ SR67/ SR91/ W Elk Avenue is a Principal Arterial Street. The 2022 Average Annual Daily Traffic (AADT) is 24,859. Land Use along this corridor is predominately commercial, with hospital, medical office uses mixed in as well.



MMAG

The maximum amount of the grant is \$1,250,000.00. Projects located in distressed/ At-risk counties state funds is 95%, up to \$1,187,500.00. The maximum local match would be \$62,500.00

Elizabethton, Tennessee is the county seat Carter County. Carter County is listed as an At-Risk County.

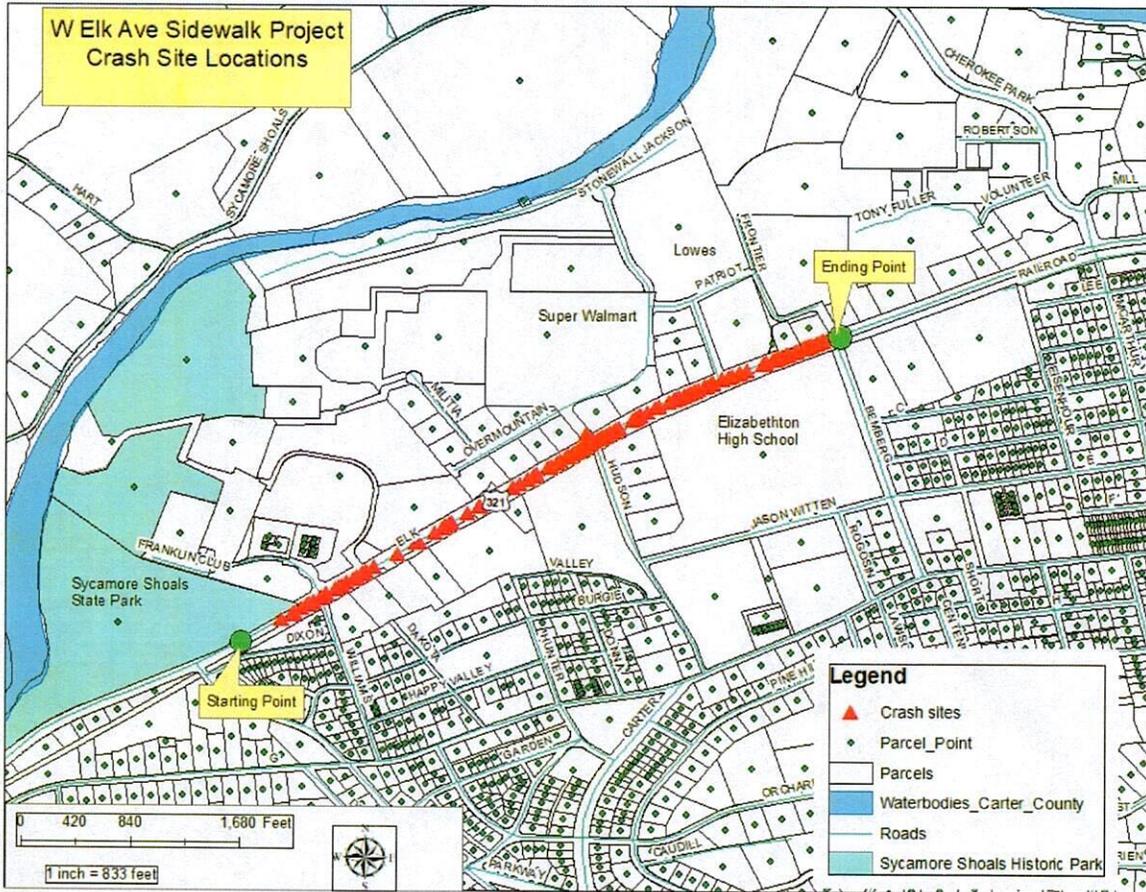


The W Elk Sidewalk project is to place new sidewalks along the north side of W Elk Ave where there currently are no sidewalks, i.e. (missing links). The areas are broken down into 4 segments, which are:

Street	From	To	Distance (linear feet)
W Elk Ave	Sycamore Shoals SP	Franklin Club Dr	390
W Elk Ave	Franklin Club Dr	Overmountain Dr	1,970
W Elk Ave	Overmountain Dr	Charlie Robinson Dr	900
W Elk Ave	Charlie Robinson Dr	Patriot Dr	720
TOTALS			3,980 linear feet

Crash Data.

There had been a total of 266 crashes along W Elk Ave, from 2019 to 2024. There were no fatalities, 4 serious injuries, and 37 minor injuries. The majority of the accidents occurred at the W Elk Ave intersections of Overmountain Dr/ Hudson Dr and at Patriot Dr/ Bemberg Rd. This is expected as there are large traffic generators in this area, such as Super Walmart, Lowes, and Elizabethton High School.



A total of 5 pedestrian accidents occurred during this timeframe. The Pedestrian accidents occurred at:

Street	Intersection	Year
W Elk Ave	Overmountain Dr/ Hudson Dr	2019
W Elk Ave	Patriot Dr/ Bemberg Rd	2020
W Elk Ave	Franklin Club Dr/ Williams Ave	2020
W Elk Ave	Patriot Dr/ Bemberg Rd	2021
W Elk Ave	Franklin Club Dr/ Williams Ave	2022

Existing Driveways/ Curb-Cuts

Street	From	To	Number of Driveways/ curb cuts
W Elk Ave	Sycamore Shoals SP	Franklin Club Dr	0
W Elk Ave	Franklin Club Dr	Overmountain Dr	0
W Elk Ave	Overmountain Dr	Charlie Robinson Dr	4 (2 each at Sonic and Taco Bell)
W Elk Ave	Charlie Robinson Dr	Patriot Dr	3 (1 at Reed Pharmacy, 2 at Exxon)

Crosswalks, Ped-Heads, ADA Ramps Needs

Street	Intersection	Crosswalks needed?	Existing Ped-Heads?	Ped Heads needed	Existing ADA Ramps?	Ramps Needed
W Elk Ave	Franklin Club Dr	Yes	No, there are some crossing Elk Ave	4	No	4
W Elk Ave	Overmountain Dr/ Hudson Dr	Yes, would need it for Overmountain and Elk Ave	No	2	No	2
W Elk Ave	Charlie Robinson Dr	Yes	No	2	No	2
W Elk Ave	Patriot Dr/ Bemberg Rd	Yes	No	4	No	4

Cost Analysis

Item	Number needed	Cost (unit)	Total
Sidewalk	3,980 lf	\$ 200.00	\$796,000.00
Sidewalk Ramp	12	\$ 2,000.00	\$ 24,000.00
Ped Heads	12	\$15,000.00	\$180,000.00
Crosswalks			
TOTALS			\$1,000,000.00

PE-NEPA/ Design (20%) \$200,000.00

Contingency \$50,000.00

Total cost would be \$1,250,000.00. TDOT match is 95%, or \$1,187,500.00, local match would be \$62,500.00.

RESOLUTION 0001-2024

**RESOLUTION OF SUPPORT FOR ELIZABETHTON, TENNESSEE APPLYING FOR THE
2024 TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) MULTIMODAL
ACCESS GRANT (MMAG)**

WHEREAS, Elizabethton, TN seeks to continually maintain, enhance, and improve the transportation system and infrastructure; and

WHEREAS, the Elizabethton, TN desires to improve and enhance the safety, security, and aesthetics of the transportation system and services within its corporation boundary; and

WHEREAS, state funding assistance is needed within the Elizabethton, TN in order to maintain, improve and enhance the following:

- a. Roadways, highways, bridges, etc.
- b. bicycle and pedestrian sidewalks and pathways,
- c. public transportation services; and

WHEREAS, the planning, development, engineering, construction, and operations and maintenance expenditures for a transportation system and services continue to escalate at a higher rate than anticipated; and

WHEREAS, the MMAG grant applications are due by July 15, 2024 (through TDOT e-grants system); and

WHEREAS, the MMAG grant program for projects located in Distressed and/or At-Risk Counties can go up to 95% (or \$1,187,500.00) for state funding; and

WHEREAS, Carter County, Tennessee is listed as an At-Risk county; and

WHEREAS, the proposed sidewalk project is for the US Hwy 321/ SR67/ SR91/ W Elk Ave from Sycamore Shoals State Park to Patriot Dr/ Bemberg Road intersection (approximately 3,980 linear feet in length) is within Elizabethton, Carter County; and

WHEREAS, the total cost of the project would be \$1,250,000.00. TDOT's match is 95%, or \$1,187,500.00, while the City of Elizabethton's local match would be \$62,500.00; and

NOW, THEREFORE BE IT RESOLVED that the Elizabethton School System does hereby support the City of Elizabethton's TDOT FFY2024 MMAG grant application.

Director, Elizabethton City Schools

Date

Chair, Elizabethton City Schools Board of Education

Date



We have prepared a quote for you

Additional Door Locks

Quote # 022212
Version 1

Prepared for:

Elizabethton City Schools

Jason Lancaster
jason.lancaster@ecschoos.net

Products

Description	Price	Qty	Ext. Price
AC-SW-LIC-16RCU-6-P Access Control Manager 6 Sixteen Doors Expansion Software Licenses	\$920.40	2	\$1,840.80
23-030 S123 626 Full Size Interchangeable Core S123 Everest Keyway Satin Chrome	\$70.13	17	\$1,192.21
KEYING CHARGE LFIC Keying Charge LFIC Includes KD, KA, Master Keying	\$33.32	17	\$566.44
CUT KEY PREMIUM Sectional, Premium, Original SPECIFY # OF KEYS REQUIRED MASTER, CHANGES & CONTROL	\$12.38	17	\$210.46

Subtotal: **\$3,809.91**

Elizabethton High

Description	Price	Qty	Ext. Price
AC-SCH-NDE-CUSTOM NDE Custom	\$856.06	8	\$6,848.48
AC-LSP-PS-MCLASS-E5M LifeSafety Power E5M	\$96.76	5	\$483.80
AC-MER-CONT-LP1501 Intelligent Controller (Mercury Part #: LP1501)	\$650.35	5	\$3,251.75
AC-SCH-LEB-CUSTOM Custom SKU Schlage LEB	\$1,106.68	5	\$5,533.40
AC-ALL-SCH-ENGAGE-GWE Allegion GWE-ENGAGE	\$489.68	11	\$5,386.48
18/6 18/6 Shielded	\$446.59	1	\$446.59
ENGINEER - LEVEL 2 Technician - Level 2	\$4,275.00	1	\$4,275.00
AC-LSP-PS-MCLASS-E5M LifeSafety Power E5M	\$96.76	2	\$193.52
AC-MER-CONT-LP1501 Intelligent Controller (Mercury Part #: LP1501)	\$650.35	2	\$1,300.70

Elizabethton High

Description	Price	Qty	Ext. Price	
AC-HID-READER- SIGNO-20NKS-00 -000000	HID 20NKS-00-000000	\$294.83	2	\$589.66
9700-630	Complete 12/24VDC Electric Strike, Surface Mounted, 3/4" Thickness, Fire Rated, Satin Stainless Steel	\$444.80	2	\$889.60
22/8	Access Control 22/8	\$10.00	2	\$20.00
18/4	18/4 CMP	\$8.00	2	\$16.00
29A-B	GRI 1" Surface Mount Door Contact Black	\$5.00	2	\$10.00
WHITECAT6RISER	CAT6 RISER WHITE	\$0.245	400	\$98.00
ENGINEER - LEVEL 2	Technician - Level 2	\$1,900.00	2	\$3,800.00

Subtotal: **\$33,142.98**

TA Dugger

Description	Price	Qty	Ext. Price	
AC-SCH-NDE- CUSTOM	NDE Custom	\$856.06	1	\$856.06
AC-SCH-LEB- CUSTOM	Custom SKU Schlage LEB	\$1,106.68	1	\$1,106.68
AC-ALL-SCH- ENGAGE-GWE	Allegion GWE-ENGAGE	\$489.68	2	\$979.36
ENGINEER - LEVEL 2	Technician - Level 2	\$1,140.00	1	\$1,140.00
AC-LSP-PS- MCLASS-E5M	LifeSafety Power E5M	\$96.76	1	\$96.76
AC-MER-CONT- LP1501	Intelligent Controller (Mercury Part #: LP1501)	\$650.35	1	\$650.35
AC-HID-READ- ICLASS-SE-RP15	HID Mullion Smart Card Reader, Low Frequency Standard, High Frequency Standard, Sio, Seos, MiFSPR, Wiegand, Pigtail, Standard 1 Profile	\$296.76	1	\$296.76

TA Dugger

Description	Price	Qty	Ext. Price
9400-630-LBSM HES 9400-630-LBSM Electric Strike With Latchbolt Monitor	\$449.00	1	\$449.00
22/8 Access Control 22/8	\$10.00	1	\$10.00
18/4 18/4 CMP	\$8.00	1	\$8.00
29A-B GRI 1" Surface Mount Door Contact Black	\$5.00	1	\$5.00
WHITECAT6RISER CAT6 RISER WHITE	\$0.245	200	\$49.00
ENGINEER - LEVEL 2 Technician - Level 2	\$1,900.00	1	\$1,900.00

Subtotal: **\$7,546.97**

West Side

Description	Price	Qty	Ext. Price
AC-SCH-LEB-CUSTOM Custom SKU Schlage LEB	\$1,106.68	1	\$1,106.68
ENGINEER - LEVEL 2 Technician - Level 2	\$1,140.00	1	\$1,140.00

Subtotal: **\$2,246.68**

East Side

Description	Price	Qty	Ext. Price
AC-SCH-LEB-CUSTOM Custom SKU Schlage LEB	\$1,106.68	1	\$1,106.68
ENGINEER - LEVEL 2 Technician - Level 2	\$1,140.00	1	\$1,140.00

Subtotal: **\$2,246.68**

Spares

Description	Price	Qty	Ext. Price
AC-SCH-LEB-CUSTOM Custom SKU Schlage LEB	\$1,106.68	3	\$3,320.04



Spares

Description	Price	Qty	Ext. Price
AC-SCH-NDE-CUSTOM NDE Custom	\$856.06	3	\$2,568.18
AC-ALL-SCH-ENGAGE-GWE Allegion GWE-ENGAGE	\$489.68	2	\$979.36
AC-LSP-2DR-MER-LCK Lifesafety Power Two Door Mercury Dual Voltage Integrated Power System	\$472.32	1	\$472.32
AC-MER-CONT-LP1501 Intelligent Controller (Mercury Part #: LP1501)	\$650.35	2	\$1,300.70
AC-HID-READER-SIGNO-20NKS-00-000000 Signo20, Mullion, 13.56mHz &125kHz, OSDP/Wiegand, Pigtail, M	\$281.13	3	\$843.39
9400-630-LBSM HES 9400-630-LBSM Electric Strike With Latchbolt Monitor	\$449.00	2	\$898.00
TS-2T Green Illuminated Push Button, SPDT, 1A Contacts, "PUSH TO E	\$164.00	1	\$164.00
OE-MAG1200S Single Door Maglock with Bond Sensor, LED Indicato	\$222.21	1	\$222.21
OE-RXD Request to EXIT Motion Activated Detector	\$101.43	2	\$202.86

Subtotal: **\$10,971.06**

Purchasing Vehicle

Description	Qty
TIPS-USA CONTRACT - 230105 TIPS-USA CONTRACT - 230105 - Technology Solutions	1



Additional Door Locks

Prepared by:

Knoxville HQ

Andy Pryor
865-719-0934
apryor@centralinc.com

Prepared for:

Elizabethton City Schools

804 South Watauga Avenue
Elizabethton, TN 37643
Jason Lancaster
(423) 547-8000
jason.lancaster@ecschoools.net

Quote Information:

Quote #: 022212

Version: 1
Delivery Date: 05/14/2024
Expiration Date: 08/07/2024

Quote Summary

Description	Amount
Products	\$3,809.91
Elizabethton High	\$33,142.98
TA Dugger	\$7,546.97
West Side	\$2,246.68
East Side	\$2,246.68
Spares	\$10,971.06
Total:	\$59,964.28

Knoxville HQ

Signature: 
Name: Andy Pryor
Title: Account Executive
Date: 05/14/2024

Elizabethton City Schools

Signature: _____
Name: Jason Lancaster
Date: _____

ELIZABETHTON, TN 37643
 (423) 547-8000

Dell Chromebook 3110

Estimated delivery if purchased today:
 Jun. 18, 2024
 Contract # C000000979569
 Customer Agreement # MHEC-04152022

Unit Price **Quantity** **Subtotal**
\$266.42 **563** **\$149,994.46**

Description	SKU	Unit Price	Quantity	Subtotal
Dell Chromebook 3110	210-BCGK	-	563	-
Intel Celeron N4500 (Dual Core, up to 2.8GHz, 4M Cache, 6W), 4GB Memory, 64GB Storage, HDMI	338-CMWQ	-	563	-
4GB 2933MHz LPDDR4 Non-ECC	370-AGYU	-	563	-
64GB eMMC Hard Drive	400-BNIB	-	563	-
11.6" HD (1366 x 768) Anti-Glare Non-Touch, Camera & Microphone, WLAN Capable	391-BGHL	-	563	-
Single Pointing Non Backlit, US English	583-BINI	-	563	-
Intel Dual Band Wi-Fi 6 AX201 2x2 802.11ax 160MHz	555-BHJR	-	563	-
3 Cell 42Whr Longlife Battery	451-BCWJ	-	563	-
65W TYPE-C EPEAT Adapter	450-BCPZ	-	563	-
E4 Power Cord 1M for US	537-BBBL	-	563	-
Quickstart Guide	340-CXGY	-	563	-
LCD, NonTouch, HDMI	320-BENK	-	563	-
Not Included	631-ABBH	-	563	-
Google Zero Touch Enrollment	634-BYQH	-	563	-
Chrome Education Upgrade	634-BYQI	-	563	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	563	-
Fixed Hardware Configuration	998-GRBN	-	563	-
Label C4, Upsell Celeron, with HDMI + NonTouch LCD	389-EBXB	-	563	-
System Shipment, Chromebook 3110	340-CXHD	-	563	-
Intel 11th Gen Celeron CPU label.	389-DYFS	-	563	-
BTS/BTP Smart Selection Shipment, Chromebook (VS)	800-BBQM	-	563	-
Bottom Door	321-BHEO	-	563	-
Dell Limited Hardware Warranty Initial Year	868-9850	-	563	-
Onsite/In-Home Service After Remote Diagnosis, 1 Year	868-9863	-	563	-

Onsite/In-Home Service After Remote Diagnosis, 2 Years Extended	868-9866	-	563	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	563	-

Subtotal: \$149,994.46
Shipping: \$0.00
Estimated Tax: \$0.00

Total: \$149,994.46

CONNECT WITH DELL:



BROWSE MORE OPTIONS:



IT Transformation



Laptops



Desktops



Servers & Storage



2-in-1's



Electronics & Accessories



Financing Options



Dell Services



Dell Support



Subscription Center



Events



Dell Premier

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

From: Richard VanHuss [richard.vanhuss@ecschoools.net]

To: Cindy Walker [cindy.walker@ecschoools.net]

Subject: Fwd: Additional XC Assistant

Sent: Mon 6/10/2024 12:46 PM GMT-05:00

Importance: Normal

Good afternoon,

Would you please add the following item to the regular agenda?

Thank you!

Approve addition of one (1) assistant cross country coaching position for Elizabethton High School.

Sent from my iPhone

Begin forwarded message:

From: Forrest Holt <forrest.holt@ecschoools.net>

Date: June 10, 2024 at 1:43:26 PM EDT

To: Richard VanHuss <richard.vanhuss@ecschoools.net>

Cc: Matthew Campbell <matthew.campbell@ecschoools.net>

Subject: Additional XC Assistant

Mr. VanHuss,

I am writing to request an additional XC assistant for this fall. Currently we have Head Coach, Matt Campbell and Assistant Coach, Ellie Phillips. Jim Presnell filled in during Ellie's maternity leave and we have had a larger number of XC runners and expect a larger freshman class. Coach Presnell is who we would like to retain in the extra assistant coach position. We would also like to have more eyes on the runners as they are using the Tweetsie Trail, Sycamore Shoals, and around Elizabethton. It will help with accountability and safety as well as have a male assistant and a female assistant to help with both teams under one head coach. Thank you in advance for your consideration and we will re-visit the need for this additional coaching spot each year. If the need is not there, we can eliminate the additional coaching supplement.

Thanks,



Forrest Holt

Phone: 423-547-8015 ext

Email: forrest.holt@ecsch

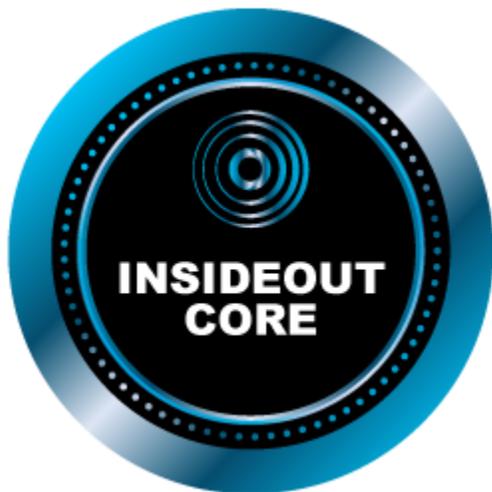
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Elizabethton City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Visitors to the Schools PROPOSED	Descriptor Code: 1.501	Issued Date: 05/15/18
		Rescinds: 3.207	Issued: 08/29/96

1 Except on occasions, such as school programs, athletic events, open house and similar public events; all
2 visitors will report to the school office when entering the school and will scan their valid state issued
3 identification through the Raptor program. The Raptor program will create a log of school visitors and
4 guest badge/pass. If a visitor has not been issued a state identification, the principal/designee will make
5 the determination for campus entry/access. Authorization to visit elsewhere in the building or on the
6 school campus will be determined by the principal or designee. Guest passes shall be issued for all
7 persons other than students and employees of the school.¹

8 In order to maintain the conditions and atmosphere suitable for learning, no other person shall enter onto
9 the grounds or into the school buildings of the schools during the hours of student instruction except
10 students assigned to that school, the staff of the school, parents of students, and other persons with lawful
11 and valid business on the school premises.²

12 ~~The principal or other authorized person has complete authority to exclude from the school premises any~~
13 ~~persons disrupting the educational programs in the classroom or in the school, disturbing the teachers or~~
14 ~~students on the premises, or on the premises for the purpose of committing an illegal act.¹~~

15 ~~Law enforcement officials may be called by the principal if the situation warrants such measures.~~

16 Students may not bring non-student brothers or sisters to school. Requests to bring visitors to school
17 must be submitted to the principal.

18 **VISITOR CONDUCT**

19 **Persons who come onto school property shall be under the jurisdiction of the site administrator/designee.**
20 **Individuals who come onto school property or who contact employees on school or district business are**
21 **expected to behave accordingly. The Director of Schools shall develop a visitor code of conduct to be**
22 **presented to the board attorney, and then, approved by the Board.³ This code shall prohibit the following:**

- 23 ● **Cursing and use of obscenities;**
- 24 ● **Disrupting or threatening to disrupt school or office operations;**
- 25 ● **Acting in an unsafe manner that could threaten the health or safety of others;**
- 26 ● **Verbal or written statements or gestures indicating intent to harm an individual or property; and**
- 27 ● **Physical attacks intended to harm an individual or substantially damage property.**
- 28

1 The visitor code of conduct shall be posted on the district's website as well as the school's website, and
2 copies of the code shall be provided to all teachers, counselors, administrative staff, and other school
3 employees. In addition, each school entrance shall have the visitor code of conduct posted prominently
4 along with the phone number of someone in the school's administration who can answer questions about
5 the code.

6 Annually, parent(s)/guardian(s) shall be provided with a printed copy of the code of conduct, along with
7 the phone number of someone in the school's administration who can answer questions about the code.

8 Parent(s)/guardian(s) shall sign a statement acknowledging that they have read and understood the code
9 of conduct.

11 CONSEQUENCES FOR CODE OF CONDUCT VIOLATION

13 The principal/designee has the authority to exclude from the school premises any persons disrupting the
14 educational programs in the classroom or in the school, disturbing the teachers or students on the
15 premises, or on the premises for the purpose of committing an illegal act.²

17 The principal shall contact law enforcement officials when he/she believes the situation warrants such
18 measures.

Legal References

1. [TCA 49-2-303\(b\)\(4\)](#)
2. [TCA 49-6-2008](#); [TCA 39-14-406](#)
3. [Public Acts of 2024, Chapter No. 810](#)

Cross References

Board-Community Relations 1.500
Section 504 and ADA Grievance Procedures 1.802
Vendor Relations 2.809
Safety 3.201
Security 3.205
School Volunteers 4.501
Care of School Property 6.311

Elizabethton City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: School Calendar PROPOSED	Descriptor Code: 1.800	Issued Date: 10/22/92
		Rescinds: 1.900	Issued: 08/24/90

1 No later than the end of the school year, the Board will adopt, upon the recommendation of the director
2 of schools, an official school calendar for the succeeding school year. The calendar will identify holidays,
3 vacation days, summer sessions and other extensions of the school year. The calendar may be revised
4 by the Board, upon recommendation of the director of schools, due to inclement weather or other factors.

5 The regular school year shall be 200 days¹ and scheduled as follows:

- 6 A minimum of 180 student attendance days;
- 7 A minimum of five (5) days in-service education for all certificated personnel;
- 8 One (1) day for parent-teacher conferences;
- 9 Ten (10) days paid vacation for all certificated personnel; and
- 10 Four (4) discretionary days.

11
12 Schools used for polling locations will be closed for the general and/or primary elections.²

13 Extended contracts shall include twenty (20) days for each additional month employed.

14 The director of schools shall plan each year's program accounting for a 200-day year and shall
15 recommend it to the Board for approval. The calendar shall be distributed to the school staff at the
16 opening of the school term.

17 **STUDENT ATTENDANCE DAYS**

18 When schools are closed due to emergencies or unforeseen circumstances such as epidemics or inclement
19 weather, the time lost shall be made up to the required minimum unless otherwise approved by the State
20 Department of Education.

21 **IN-SERVICE EDUCATION**

22 Each day of in-service education included in the school calendar shall be equivalent to not less than six
23 (6) hours of planned activities.³

1 DISCRETIONARY DAYS

2 Four (4) discretionary days shall be included in the calendar and may be designated by the Board as
3 student attendance days, in-service days or administrative days, which may be used by administrators,
4 faculty and staff for preparation for commencement of classes, record keeping, grading examinations,
5 parent-teacher conferences and other classroom functions.¹

Legal References:

1. TCA 49-6-3004
2. Public Acts of 2024, Chapter No. 573
3. State Board of Education Guidelines for Planning
Approvable In-Service Education Activities

Cross References:

Compensation Guides and Contracts 5.110
In-Service & Staff Development Opportunities 5.113
Attendance 6.200

Elizabethton City Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Surplus Property Sales PROPOSED	Descriptor Code: 2.403	Issued Date: 08/20/19
		Rescinds: 2.403	Issued: 05/15/07

1 The Director of Schools shall prepare a list of unusable items for Board approval.¹ The list shall contain
2 the following information: name of item, date of purchase, and reason for disposal.

3 All unusable items shall be sold to the highest bidder after advertising in a newspaper of general
4 circulation at least seven (7) days prior to the sale. ² Notice shall also be published on a news and
5 information website that is consistent with the requirements of state law.³

6
7 Surplus property which has no value or has a value of less than five hundred dollars (\$500) may be
8 disposed of without the necessity of bids. In order for such disposal without bids, the Director of Schools
9 and the Board Chair shall agree in written form that the property is of no value or is of less value than
10 five hundred dollars (\$500).²

11 If reasonable attempts to dispose of surplus properties fail to produce monetary return to the district, the
12 Board shall approve other methods of disposal.³

13 Surplus equipment will be auctioned off by the district at the end of the school year. The Board shall
14 approve all surplus equipment prior to the materials being disposed of at the end of the school year.

15 **DISPOSITION OF EQUIPMENT PURCHASED WITH FEDERAL DOLLARS⁴**

16 When equipment that was purchased with federal dollars is no longer needed for the original project or
17 program or for other activities currently or previously supported by a federal agency, disposition of the
18 equipment shall be made as follows:

- 19 1. Items of equipment with a current per-unit fair market value of less than \$5,000 may be
20 retained, sold, or otherwise disposed of with no further obligation to the awarding agency;
21 or
22 2. Items of equipment with a current per unit fair market value in excess of \$5,000 may be
23 retained or sold, and the awarding agency shall have a right to an amount calculated by
24 multiplying the current market value or proceeds from sale by the awarding agency's share
25 of the equipment.

Legal References

Cross References

1. [TCA 49-6-2006\(b\)\(3\); TCA 49-6-2208](#)
2. [TCA 49-6-2007\(b\)](#)
3. [Public Acts of 2024, Chapter No. 793](#)
4. [TCA 49-6-2007\(d\)](#)
5. [TCA 12-2-403\(a\)](#)
6. [2 CFR § 200.313\(e\)](#)

Duties of Officers 1.201
Inventories 2.702
Textbooks 4.401

Elizabethton City Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Bids and Quotations PROPOSED	Descriptor Code: 2.806	Issued Date: 02/21/22
		Rescinds: 2.806	Issued: 07/19/16

1 All purchases of supplies, materials, equipment, and contractual services in excess of twenty-five
2 thousand dollars (\$25,000), including those of individual schools, shall be based on competitive bids.¹
3 These bids shall be solicited by advertisement in a newspaper of general circulation in the school district.
4 **Notice shall also be published on a news and information website that is consistent with the requirements**
5 **of state law.**² The purchasing agent shall advertise for bids and receive quotations. The advertisement
6 may be waived by the purchasing agent in an emergency.³

7 All purchases of twenty-five thousand dollars (\$25,000) or less, including those of individual schools
8 may be made in the open market without newspaper notice but shall, whenever possible, be based on at
9 least three (3) competitive bids.³

10 The lowest and/or best bid shall be accepted, provided the purchaser reserves the right to reject any or
11 all bids or any part of any bid, and if applicable, to accept the bid which is best as evidenced by reasons
12 relative to the purpose of the purchase.⁴ Any bid may be withdrawn prior to the scheduled time for the
13 opening of bids. Any bid received after the time and date specified shall not be considered.

14 The bidder to whom the award is made may be required to enter into a written contract.

15 The practice of splitting an order or dividing items to be purchased to avoid the use of bidding or other
16 purchasing procedures is prohibited.

17 EXEMPTIONS FROM COMPETITIVE BIDDING

18 Contracts for legal services, educational consultants, and similar services by professional persons or
19 groups of high ethical standards shall not be based upon competitive bids but shall be awarded on the
20 basis of recognized competence and integrity.⁵

21 Insurance purchased through a plan authorized and approved by an organization of governmental
22 entities representing cities and counties shall also be exempted.⁶

Legal References

1. TCA 49-2-203(a)(3);
2. [Public Acts of 2024, Chapter No. 793](#)
3. TCA 49-2-203(a)(3)(A)-(C); TCA 49-2-206(b)(2)
4. TCA 49-2-203(a)(D)(c)
5. TCA 12-3-1209; TCA 12-4-107
6. TCA 29-20-407

Cross References

- Executive Committee 1.301
- Consultants 1.303
- Conflict of Interest 5.601

Elizabethton City Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Emergency Preparedness Plan PROPOSED	Descriptor Code: 3.202	Issued Date: 07/21/23
		Rescinds: 3.202	Issued: 07/21/22

1 *General*

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

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

9 **FIRE AND SAFETY DRILLS**

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

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

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

20 The district shall work with local law enforcement and the local fire department to develop a procedure
21 for identifying the cause of fire alarm activation. This procedure must be in place by January 1, 2025
22 and shall be reviewed and updated annually thereafter.⁴

23 **ANNUAL DRILLS⁵**

24 The principal shall ensure that the school safety team conducts each of the following type of drills
25 annually:

- 26 1. An armed intruder drill in coordination with local law enforcement;
- 27
- 28 2. An incident command drill; and
- 29
- 30 3. An emergency safety bus drill.

1 AED DRILLS⁶

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

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

6 MEDICAL EMERGENCIES/PANDEMIC FLU⁷

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

11 REMOTE LEARNING DRILLS⁸

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

Legal References

1. [TRR/MS 0520-01-02-.30\(2\); TCA 49-6-804; TCA 49-6-805\(8\)](#)
2. [TCA 68-102-137\(b\)](#)
3. [TCA 68-102-137\(f\)](#)
4. [Public Acts of 2024, Chapter No. 563](#)
5. [TCA 49-6-807](#)
6. [TCA 49-2-122; TCA 49-6-1208; Public Acts of 2024, Chapter No. 625](#)
7. [TCA 49-6-3004\(a\), \(c\); TCA 49-5-404](#)
8. [TCA 49-2-139](#)

Cross References

Emergency Closings 1.8011
Safety 3.201
Community Use of School Facilities 3.206

Elizabethton City Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Security PROPOSED	Descriptor Code: 3.205	Issued Date: 01/19/24
		Rescinds: 3.205	Issued: 07/21/23

1 *General*¹

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

- 4
- 5 1. Closing and securing teacher work areas when left unattended or at the end of the day;
- 6
- 7 2. Denying students permission to use the classrooms, laboratories, gymnasiums or other school
8 facilities or equipment without appropriate staff supervision;
- 9
- 10 3. Controlling the issuance of keys;
- 11
- 12 4. Developing programs that contribute to the proper care and use of school facilities and
13 equipment; and
- 14
- 15 5. Ensuring that equipment purchased with federal funds is managed as directed by federal law.²

16 All exterior doors leading into a school building shall be locked at all times and access to school buildings
17 will be limited to the school's primary entrance, except as unique circumstances specific to each school
18 are addressed in the school's safety plan. The district and each school safety plan will address controlled
19 access measures designed to prevent unauthorized entry into the school building while students are
20 present during the school day as well as when students are present outside of regular school hours for
21 school-related purposes or activities.³

22 ~~The principal may call law enforcement officials in cases involving illegal entry, building damage, theft,~~
23 ~~or vandalism. The principal shall notify the Director of Schools as soon as practical, but no longer than~~
24 ~~twenty-four (24) hours, after a case of vandalism, theft, building damage, and/or illegal entry.~~

25 **A teacher who observes or otherwise has knowledge of an assault and battery or an act of vandalism**
26 **endangering life, health, or safety committed by a student on school property shall immediately report**
27 **such action to the principal of the teacher's school. The principal shall immediately call law enforcement**
28 **officials and the Director of Schools in cases involving illegal entry, assault and battery resulting in**
29 **serious personal injury or involving the use of a weapon, building damage, theft, vandalism endangering**
30 **life health, or safety, or valid threats of mass violence.**⁴ The Director of Schools/designee is authorized
31 to sign a criminal complaint and press charges. The Director of Schools shall report all signing of such
32 complaints to the Board.

33
34
35

1 LAW ENFORCEMENT SERVICES¹

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

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

- 8
9 1. Any School Resource Officer (SRO) assigned under a MOU must be in compliance with all
10 laws, regulations, and rules of the Peace Officer Standards and Training Commission at the
11 time of assignment and remain compliant throughout his/her assignment.
12
- 13 2. As a condition of assignment, any SRO shall participate in forty (40) hours of basic training in
14 school policing within twelve (12) months of assignment. Every year thereafter, the SRO shall
15 participate in a minimum of sixteen (16) hours of training specific to school policing. All training
16 programs shall be approved by the Peace Officers Standards and Training Commission.⁵
17
- 18 3. Any SRO assigned under the MOU remains an employee of the law enforcement agency and is
19 subject to that agency's direction, control, supervision, and discipline.
20
- 21 4. No SRO shall be assigned to a school, or continue in such an assignment, without the consent of
22 the Director of Schools.
23
- 24 5. In the event that more than one (1) SRO is assigned to a school district, the law enforcement
25 agency shall designate one (1) of the SROs as the senior SRO. The duties of the senior SRO
26 shall include, but not be limited to, the following:
27
 - 28 a. Representing and carrying out the policies of the law enforcement agency assigning the
29 SROs.
 - 30 b. Supervising the SROs in the performance of their duties;
 - 31 c. Consulting with the Director of Schools regarding the best use of the available resources
32 for school policing; and
 - 33 d. Resolving disputes between the SROs and students or staff members.
- 34
35
36
37
38 6. The MOU may be effective for any length of time, continuing until terminated by the parties, and
39 may contain any reasonable notice requirement for the termination of the MOU. However, the
40 MOU shall contain a provision allowing the Director of Schools to suspend the active
41 participation of the SROs in the event that the Director of Schools believes that such suspension
42 is best for the health, safety, or wellbeing of the students or staff members.
43
44

1 CYBERSECURITY⁶

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

Legal References

1. [TCA 49-6-805\(3\)](#)
2. [2 CFR § 200.313](#)
3. [TCA 49-6-817](#)
4. [Public Acts of 2024, Chapter No. 882](#)
5. [TCA 49-6-4217](#)
6. [TCA 49-6-805\(9\)](#)

Cross References

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

Elizabethton City Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Student Transportation Management PROPOSED	Descriptor Code: 3.400	Issued Date: 07/18/17
		Rescinds: 3.400	Issued: 04/21/05

1 *General*

2 School buses shall be maintained and operated in accordance with state law and in accordance with the
3 specifications developed by the Department of Education and approved by the Department of Safety.¹

4 Each bus shall be equipped with the phone number for reporting safety complaints. This number shall
5 appear on the rear bumper.² **Buses shall also include notice in a conspicuous place that only authorized**
6 **persons shall enter the bus. This notice shall include appropriate contact information in case of an issue**
7 **on the bus.**³

8 To avoid the financial burden of replacing an aging bus fleet at any one time, the Board shall attempt to
9 replace a certain number of buses each year on a rotating basis.

10 All accidents, regardless of the damage involved, shall be reported to the Transportation Supervisor,
11 including incidents in which any part of the bus contacts any other object or vehicle.

12 The Director of Schools shall develop procedures to ensure compliance with the statutory and
13 regulatory requirements for the transportation program.

14 **SCHOOL BUS DRIVERS**

15 **Each school bus driver shall receive a certificate from the Board prior to operating a school bus for the**
16 **school district. The issuance of a certificate to a school bus driver shall be based on the qualifications**
17 **of school bus drivers as determined by the Director of Schools.**⁴

18 **Annually, the Board shall require each school bus driver to have a physical and mental examination.**
19 **The Board shall revoke the certificate of any school bus driver found to be physically, mentally, or**
20 **morally unfit to operate a school bus. Additionally, a certificate shall be revoked if the school bus**
21 **driver is convicted of driving under the influence, vehicular assault, vehicular homicide, aggravated**
22 **vehicular homicide, or the manufacture, delivery, sale, or possession of a controlled substance or**
23 **analogue.**⁵

24 **TRANSPORTATION SUPERVISOR**⁶

25 The Director of Schools shall appoint a Transportation Supervisor for the district. He/she shall be
26 responsible for the monitoring and oversight of the transportation services for the district.

27 The Transportation Supervisor shall complete a student transportation management training program
28 upon appointment. Every year, the Transportation Supervisor shall complete a minimum of four (4)
29 hours of training annually.

1 The Director of Schools shall ensure that training is completed and provide the Department of
2 Education with appropriate documentation.

3 **COMPLAINT PROCESS⁷**

4 The following procedure will govern how students, teachers, staff, and community members shall
5 submit bus safety complaints:

- 6 1. All complaints shall be submitted to the Transportation Supervisor; and
7
- 8 2. Forms may be submitted in person, via phone, mail, or email.
 - 9 a. Written complaints shall be submitted on forms located on the district's website. In the
10 case of a complaint received via phone, the person receiving the phone call shall be
11 responsible for filling out the form and submitting it to the Transportation Supervisor.

12 The Transportation Supervisor shall begin an investigation of all bus safety complaints within twenty-
13 four (24) hours of receipt.

14 Within forty-eight (48) hours of receipt of the initial complaint, the Transportation Supervisor shall
15 submit a preliminary report to the Director of Schools. This report shall include:

- 16 1. The time and date the complaint was received;
17
- 18 2. The name of the bus driver;
19
- 20 3. A copy or summary of the complaint; and
21
- 22 4. Any prior complaints or disciplinary actions taken against the driver.

23 Within sixty (60) school days of receiving the initial complaint, the Transportation Supervisor shall
24 submit a final written report to the Director of Schools that details the investigation's findings as well
25 as the action taken in response to the complaint.

26 An annual notice of this complaint process shall be provided to parent(s)/guardian(s) and students.
27 This information shall be made available in the student handbook **[or the Board may choose to insert
28 another method of notification]**.

29 **RECORDKEEPING⁸**

30 The Transportation Supervisor shall be responsible for the collection and maintenance of the following
31 records:

- 32 1. Bus maintenance and inspections forms;
33
- 34 2. Bus driver credentials, including required background checks, health records, and performance
35 reviews;
36

- 1 3. Driver training records; and
- 2
- 3 4. Complaints received and any records related to the investigation and complaints.

Legal References

1. [TCA 49-6-2109; TRR/MS 0520-01-05; Public Acts of 2023, Chapter No. 122](#)
2. [TCA 49-6-2116\(d\)\(3\)](#)
3. [Public Acts of 2024, Chapter No. 548](#)
4. [TCA 49-6-2107](#)
5. [TCA 49-6-2107\(e\)\(1\); Public Acts of 2023, Chapter No. 122](#)
6. [TCA 49-6-2116\(a\)-\(c\)](#)
7. [TCA 49-6-2116\(d\)\(1\)-\(2\)](#)
8. [TCA 49-6-2116\(d\)\(5\)](#)

Cross References

Bus Safety and Conduct 6.308
Homeless Students 6.503

Elizabethton City Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: <h2 style="text-align: center;">Class Size Ratios</h2> <p style="text-align: center;">PROPOSED</p>	Descriptor Code: <p style="text-align: center;">4.201</p>	Issued Date: <p style="text-align: center;">11/16/21</p>
		Rescinds: <p style="text-align: center;">4.201</p>	Issued: <p style="text-align: center;">10/16/08</p>

1 *General*¹

2 Pupil-teacher ratios shall not exceed the averages outlined in state law. Further, class sizes shall not
 3 exceed the maximum allowed by state law.

4 **WAIVERS**

5 The Director of Schools/designee may seek a waiver from the Commissioner of Education to extend
 6 the career and technical education (CTE) classes in grades nine through twelve (9-12) as long as these
 7 class sizes do not exceed the maximum. **For grades six through eight (6-8), the class size may be**
 8 **extended, but the class size and average must not exceed those for general education classes in grades**
 9 **seven through twelve (7-12).²**

10 If a natural disaster results in the enrollment of displaced students, the Commissioner of Education
 11 may grant a waiver from the maximum class sizes.

12 The Director of Schools shall apply for additional waivers as needed in compliance with state law.

Legal References

1. [TCA 49-1-104; TRR/MS 0520-01-02-.31\(4\)](#)
2. [TCA 49-1-104\(g\); Public Acts of 2024, Chapter No. 712](#)

Cross References

- Graduation Requirements 4.605
- Waivers of Statute, Rules, and Regulations 4.607
- Religious Content of Courses 4.804
- Student Goals 6.100
- Student Concerns 6.305

Elizabethton City Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Family Life Education PROPOSED	Descriptor Code: 4.213	Issued Date: 09/16/21
		Rescinds:	Issued:

1 *General*

2 A family life education program shall be implemented within the school district in compliance with state
3 law.¹

4 A parent/guardian who chooses not to have a student participate in the family life education program
5 shall submit such request in writing to the principal. A student who is excused from the program shall
6 be assigned alternative health activities and shall not be penalized academically.

7 **FAMILY LIFE INSTRUCTION**

8 The curriculum for the family life education program shall, in a manner that is age-appropriate and
9 factually and medically accurate, include the following:²

- 10 1. Teach the skills needed to make healthy decisions in all aspects of marriage and family life;
- 11
- 12 2. Encourage sexual health by helping students understand how the whole person is affected by
13 sexual activity as well as other risk behaviors;
- 14
- 15 3. Provide information about human reproduction, including conception, birth, and prenatal care,
16 as well as the process of adoption and its benefits;
- 17
- 18 4. Provide information on the family unit and the responsibilities and consequences related to sexual
19 activity, including the challenges of single teen parenting;
- 20
- 21 5. Promote only sexual risk avoidance through abstinence and the positive results of avoiding sexual
22 activity;
- 23
- 24 6. Provide instruction on the detection, intervention, prevention, and treatment of child sexual
25 abuse, including such abuse that may occur in the home, and human trafficking in which a victim
26 is the child;
- 27
- 28 7. Provide instruction on the prevention of dating violence;
- 29
- 30 8. Encourage communication between parent(s)/guardian(s) and students; and
- 31

1 9. Address the legal aspects of sexual activity with emphasis on the rights of the student.
2

3 10. Include the presentation of a high-quality, computer-generated animation or high-definition
4 ultrasound of a least three (3) minutes in duration that shows the development of the brain, heart,
5 and other vital organs in early fetal development per state academic standards.³

6 Instruction in topics related to sexual activity are not age-appropriate for students in grades
7 kindergarten through five (K-5) and shall not be taught as part of the family life curriculum. This
8 does not prohibit instruction on detection, intervention, prevention, and treatment of child sexual
9 abuse and human trafficking of children.⁴

10 The family life education program shall be reviewed annually to ensure that the prohibited items of
11 instruction, as provided for in state law,³ are not included in the curriculum.

12 **TRAINING ON INSTRUCTION**

13 Personnel providing family life instruction shall receive training prior to presenting such instruction.
14 Personnel shall conduct such instruction with maturity and discretion.

15 **REPORTING²**

16 At the beginning of each school year, the Director of Schools shall provide the contact information to
17 the Department of Children's Services of each employee or trained professional providing instruction
18 on family life curriculum related to child sex abuse, human trafficking, and internet crimes. The Director
19 shall also report on the curriculum selected by the Board of Education.

Legal References

1. [TCA 49-6-1302](#)
2. [TCA 49-6-1304; Public Acts of 2024, Chapter No. 571](#)
3. [Public Acts of 2024, Chapter No. 795](#)
4. [Public Acts of 2024, Chapter No. 970](#)
5. [TCA 49-6-1304\(b\)](#)

Elizabethton City Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Use of Artificial Intelligence Programs	Descriptor Code: 4.214	Issued Date:
		Rescinds:	Issued:

1 *General*

2 Artificial Intelligence (AI) programs as defined by state law may be used by staff and students in the
3 district.¹

4 Only approved AI programs may be utilized in student instruction or in completing student work. The
5 Director of Schools shall develop a procedure for staff to submit additional programs for approval.

6 District technology staff are tasked with overseeing the implementation of AI programs. These staff
7 members will review artificial intelligence programs to ensure compliance with district policies as well
8 as state and federal student data privacy laws and present recommendations to the Director of Schools
9 for approval. Any approved programs shall be accessible to all students.

10 Employees shall not place personally identifiable information, financial information, intellectual
11 property, or other confidential information into an AI system.

12 The Director of Schools shall incorporate training programs on AI into professional development for
13 district staff. This training shall focus on responsible use of AI and best practices for use in school
14 settings and include instruction regarding personally identifiable information and the need to comply
15 with state and federal data privacy laws. Emphasis shall be placed on the importance of securing and
16 properly storing any data that is collected by the district in compliance with state and federal law.

17 **STAFF USE**

18 Staff may use AI in the completion of their own work. This may include, but not be limited to, drafting
19 communications, notes, images, and the development of content for instructional or administrative
20 purposes, as well as analyzing data and information. The following requirements shall be adhered to
21 when using AI in the completion of work:

22 1. Employees shall disclose their use of a generative AI tool if failure to do so would:

- 23 a. Violate the terms of the use of the AI tool;
24 b. Would mislead a supervisor or others as to the nature of the work; or
25 c. Would be inconsistent with the teacher code of ethic;²

26

27 2. Employees shall take all reasonable precautions to ensure the security of private student data
28 when utilizing AI programs;

29

1 3. Outputs from AI programs shall be verified by reliable sources and reviewed prior to use in
2 order to reduce the risk of errors and inaccuracies;

3
4 4. Outputs shall not be incorporated into proprietary content or works; and
5

6 **STUDENT USE**

7 Teachers may allow students to use approved AI programs for instructional purposes. Any such use
8 shall align with approved instructional standards and curriculum. Prior to using AI, teachers shall
9 ensure students are provided with appropriate instruction on the responsible use of AI.

10 **ACADEMIC INTEGRITY**

11 Students shall be instructed on responsible use standards including but not limited to the following:

12 1. Effective use of generative AI;

13
14 2. When it is appropriate to use AI in assignments;

15
16 3. How to determine whether AI responses are accurate;

17
18 4. Users assume responsibility for incorporating AI content responsibly; and

19
20 5. The difference between cheating and seeking support.

21 **NOTICE TO PARENTS**

22 The Director of Schools shall provide notice to parent(s)/guardian(s) about the use of AI programs in
23 the district. An approved list of AI programs will be provided by posting on the system website.

24 **REPORTING**

25 The Director of Schools shall submit a report to the Board of Education each June on how this policy
26 will be enforced in the upcoming school year. The Board shall approve the report and the Director
27 shall submit it to the Department of Education by July 1st.

Legal References

1. [Public Acts of 2024, Chapter No. 550](#)
2. [TCA 49-5-1001](#)

Cross References

Use of the Internet 4.406

Elizabethton City Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Interscholastic Athletics PROPOSED	Descriptor Code: 4.301	Issued Date: 09/16/21
		Rescinds: 4.301	Issued: 07/18/17

1 *General*

2 No person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be
3 treated differently from another person, or otherwise be discriminated against in any athletic program of
4 the school. Equal athletic opportunities shall be provided for members of both sexes.¹ Student athletes
5 shall only be allowed to participate in athletic activities or events that align with the student's sex
6 indicated on his/her original birth certificate.² The Director of Schools/designee shall require the
7 parent/guardian to provide the student's original birth certificate prior to participation in any
8 interscholastic athletics. If the original birth certificate is not available or does not indicate the student's
9 sex at the time of birth, the parent/guardian shall provide medical documentation showing evidence of
10 the student's sex at birth.

11 Interscholastic athletics shall be administered as a part of the regular school program and shall be the
12 principal's responsibility. Principals shall ensure that school regulations regarding participation in a sport
13 are reasonable. Athletic schedules shall be filed in each school Principal's office. The Principal designee
14 shall accompany an athletic team on trips. Transportation of teams to athletic games is approved by the
15 board, provided the team's school reimburses the board for mileage.

16 Bylaws of the Tennessee Secondary School Athletic Association shall regulate the operation and control
17 of athletics.³ The Director of Schools shall develop a code of conduct for all coaches to follow in order
18 to ensure the health and safety of athletes.⁴

19 **INSURANCE & PHYSICAL EXAMINATIONS**

20 In the event that the school's insurance provider does not extend coverage to an athlete, the athlete shall
21 provide proof of independently secured catastrophic coverage and liability coverage, with the school
22 district as a named insured, of not less than the limits set forth in state law⁵. It shall be the responsibility
23 of the parent(s)/guardian(s) to provide health and hospitalization insurance for all students participating
24 in interscholastic athletics.

25 Prior to participation in interscholastic athletics, every student shall complete an annual physical
26 examination.⁶ The parent(s)/guardian(s) of each student shall be responsible for covering the cost of the
27 examination, and these records shall be on file in the principal's office.

28 **SCHEDULING CONFLICTS**

29 No Principal or Teacher shall dismiss his/her school or any group of students for the purpose of attending
30 the practice of any interscholastic sport during the school day without written permission from the
31 Board⁷. This does not prevent regular physical training lessons in the daily school program.

1 Students shall not be required to attend a school athletic event, or event related to participation on a
 2 school athletic team, if the event is on an official school holiday, observed day of worship, or religious
 3 holiday. The student's parent/guardian shall notify the coach in writing three (3) full school days prior
 4 to the event.⁸

5 **SEVERE WEATHER⁴**

6 Severe weather is any type of weather that could impede the safety of any athlete by compromising the
 7 playing conditions of the interscholastic sport. Severe weather includes, but is not limited to, thunder,
 8 lightning, and extreme temperatures. When severe weather is forecasted, suspension of play shall be
 9 discussed with all players, coaches, and officials, if applicable.

10 All coaches who oversee or participate in outdoor training, practice, or competition shall annually
 11 complete a heat illness prevention course approved by the Tennessee Department of Health as well as
 12 receive training on activity modifications based on environmental conditions.

13 **PROHIBITION AGAINST HAZING**

14 Coaches, employees, and volunteers of the school district shall not encourage, permit, condone, or
 15 tolerate hazing activities.⁹

16 **HOME SCHOOL STUDENT PARTICIPATION¹⁰**

17 Home school students shall be permitted to participate in accordance with TSSAA or TMSAA
 18 guidelines. If a school is not a member with these organizations, home school students that are zoned
 19 for the school shall be permitted to participate in interscholastic athletics to the same extent as other
 20 students.

Legal References

1. [34 CFR § 106.41](#); [20 USCA § 1681 et seq.](#)
2. [TCA 49-6-310\(a\)](#)
3. [TRR/MS 0520-01-02-.08\(1\)](#)
4. [TCA 49-6-3601](#)
5. [TCA 29-20-403](#)
6. [20 USCA § 1232h\(c\)](#); [TRR/MS 0520-01-13-.01\(1\)\(a\)](#)
7. [TCA 49-6-1002\(a\)](#)
8. [TCA 49-6-1002\(c\)](#)
9. [TCA 49-2-120](#)
10. [Public Acts of 2024, Chapter No. 639](#)

Cross References

Special Use of School Vehicles 3.402
 Student Insurance Program 3.601
 Extracurricular Activities 4.300
 Attendance 6.200

Elizabethton City Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Library Materials PROPOSED	Descriptor Code: 4.403	Issued Date: 07/21/23
		Rescinds: 4.403	Issued: 08/18/22

1 *General*

2 The school librarian shall be responsible for library collection development. He/she shall post the list of
3 library materials online. Library materials shall be reviewed to ensure the content aligns with state law.
4 Prior to the purchase of new materials, librarians shall review the age and maturity level along with the
5 reading level of the selected items for suitability. ¹ A list of new materials shall be reviewed by principal.

6 The Assistant Director for Academics shall be responsible for periodically reviewing the district's library
7 collection in line with the standards established below. Any materials found to be out of alignment with
8 the standards shall be removed, and this action shall be documented in writing and presented to the
9 Director of Schools and the Board.

10 **STANDARDS²**

11 The library collection shall adhere to the following criteria:

- 12 1. Materials shall be suitable for and consistent with the educational mission of the school;
13
14 2. Materials shall be appropriate for the age and maturity levels of the students who may access
15 them. The determining factor will be based on an assessment of any mature themes or content
16 (i.e., violence, sexual content, vulgar language, substance abuse);
17
18 3. Materials shall contain literary, historical, scientific, and/or artistic value and merit; and
19
20 4. The collection as a whole shall offer a variety of viewpoints.

21 Any materials that meet the following criteria shall be removed and excluded from the district's library
22 collection:

- 23 1. Contains nudity, descriptions or depictions of sexual excitement, sexual conduct, excess
24 violence, or sadomasochistic abuse as defined in state law³;
25
26 2. Are patently offensive as defined in state law; or
27
28 3. Appeal to the prurient interest as defined in state law.

29 The Board shall be notified when any library materials are challenged or removed pursuant to this policy.

30 **COMPLAINTS⁴**

1 If a complaint is made by an employee, student, or parent/guardian, the person receiving the complaint
2 shall:

- 3 1. Inform the complainant of the selection procedures and make no commitments.
- 4
- 5 2. Request the complainant to submit a Request for Reconsideration of Library Materials form.
- 6
- 7 3. Inform the principal (and other appropriate personnel).
- 8
- 9 4. Keep challenged materials available for use during the reconsideration process.

10 Upon receipt of the completed form, the principal may notify the Director of Schools. The principal
11 may request review of the challenged materials by an ad hoc materials review committee within thirty
12 (30) days. If the principal appoints a review committee, it should include certified library media
13 personnel, representatives from classroom teachers, and one or more parents.

14 After receiving the challenged materials, the following steps should occur:

- 15 1. Read, view, or listen to the contested material in its entirety;
- 16
- 17 2. Check general acceptance of the material by reading recognized and evaluative reviews;
- 18
- 19 3. Determine the extent to which the material is appropriate for the age and maturity levels of the
20 students who have access to the materials and whether the material is suitable for, and
21 consistent with, the educational mission of the school; and
- 22
- 23 4. Complete the appropriate Checklist for Reconsideration of Library Materials, judging the
24 material for its strength and value.

25 The principal shall present a recommendation to the Director of Schools. The Director of Schools shall
26 assess the findings along with the recommendation of the principal and present a recommendation to
27 the Board.

28 The Board shall evaluate the recommendations of the principal and the Director of Schools along with
29 the material to determine whether it is appropriate for the age and maturity levels of the students who
30 have access to the materials and whether the material is suitable for, and consistent with, the
31 educational mission of the school. The Board shall review the findings and affirm, overturn, or modify
32 the decision within sixty (60) days from which the feedback was received.

33 **REMOVAL OF LIBRARY MATERIALS**

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

Legal References

1. [*Board of Education, Island Trees Union Free School District No. 26 v. Pico*, 457 U.S. 853, 102 S. Ct. 2799 \(1982\); TCA 49-6-3803](#)
2. [Public Acts of 2024, Chapter No. 782](#)
3. [TCA 39-17-901](#)
4. [TCA 49-6-3803](#)

Cross References

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

Elizabethton City Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: <h2 style="margin: 0;">Grading System</h2> <p style="margin: 0; color: red; font-weight: bold;">PROPOSED</p>	Descriptor Code: 4.600	Issued Date: 09/21/23
		Rescinds: 4.600	Issued: 08/18/22

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

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

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

- 13 AOutstanding
- 14 BAbove Average
- 15 CAverage
- 16 DBelow Average
- 17 FFail

18 **UNIFORM GRADING SYSTEM¹**

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

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

<u>Grade</u>	<u>Value</u>	<u>GPA</u>
A	90-100	4
B	80-89	3
C	70-79	2
D	60-69	1
F	0-59	0

1 Grades given at the end of each nine (9) weeks period will be determined from daily work, homework,
2 written assignments and tests. The teacher will weigh the value of grades given for various assignments
3 and tests within the applicable period in computing the grade. This procedure will enable the teacher to
4 allow for individual student differences in the grading process. Any assignments and tests required of a
5 student may be considered in the computation of his/her grade. ~~Final nine weeks' minimum grade shall
6 be reported as no lower than fifty percent (50%), as long as the student has three (3) or less unexcused
7 absences. Should a student have more than three unexcused absences, the student's grade will not be
8 eligible for the 50% minimum grade adjustment. Grades are not to be changed once recorded on a report
9 card unless authorized by the teacher or principal.~~

10 **Kindergarten and First Grade Scale**

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

- 12 • 4 - Above - the student is working above grade level.
- 13 • 3 - Secure — the student is working on grade level and is secure working with skill.
- 14 • 2 - Developing — the student is working toward being on grade level, but skills are still
15 developing.
- 16 • 1 - Beginning — the student is working below grade level.

17 **Weighting for Advanced Coursework – Grades 9-12 and courses earning high school credit at the** 18 **middle school.**

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

- 21 • Honors Courses – three (3) percentage points;
- 22 • Local and Statewide Dual Credit, Industry Certification-Aligned Courses, ~~and Dual Enrollment~~
23 ~~Courses~~ – four (4) percentage points; and
- 24 • Advanced Placement, ~~Cambridge International, College Level Exam Program (CLEP),~~
25 ~~International Baccalaureate Courses, and Dual Enrollment Courses~~ – five (5) percentage points.

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

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

32 Dual enrollment courses that are recognized for high school credit are eligible for the additional
33 percentage point weighting for students who pass the dual enrollment course.¹

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

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

4 **LOCAL GPA SCALE**

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

6 GPA CALCULATION FOR HIGH SCHOOL COURSES

<u>Grade</u>	<u>Regular</u>	<u>Honors/Industry Certification</u>	<u>Statewide/Local Dual Credit/ Dual Enrollment</u>	<u>AP</u>
A	4	4.5	4.75	5
B	3	3.5	3.75	4
C	2	2.5	2.75	3
D	1	1.5	1.75	2
F	0	0	0	0

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

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

10 **LOTTERY SCHOLARSHIPS³**

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

14 Seniors may apply for the Tennessee HOPE Scholarship by completing the Free Application for Federal
 15 Student Aid (FAFSA). The FAFSA is available at the guidance office or online. Students shall be made
 16 aware of all applicable FAFSA deadlines and encouraged to submit applications in a timely manner.

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

19 **LOTTERY SCHOLARSHIP DAY**

20 Each school year, prior to scheduling courses for the following school year, schools teaching students in
 21 grades 8-11 shall conduct a lottery scholarship day for students and their parents.⁴

22

1 HONORS RECOGNITION

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

3 *summa cum laude* 4.25 and above

4 *magna cum laude* 4.00-4.24

5 *cum laude* 3.75-3.99

Legal References

1. TRR/MS 0520-01-03-.02, State Board of Education Policy 3.301; Public Acts of 2022, Chapter No. 1080
2. TCA 49-2-203(b)(7); TCA 49-2-301(b)(1)(H)
3. TCA 49-4-904, 905, 907
4. TCA 49-4-932(f)

Cross References

Alternative Credit Options 4.209
Credit Recovery 4.210
Reporting Student Progress 4.601
Honor Roll, Awards, & Class Ranking 4.602
Promotion and Retention 4.603
Transcript Alterations 4.608

Elizabethton City Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Promotion and Retention PROPOSED	Descriptor Code: 4.603	Issued Date: 04/20/23
		Rescinds: 4.603	Issued: 04/16/19

1 *General*

2 All promotion and retention decisions shall be made on a case-by-case basis and comply with state and
3 federal law. All decisions shall be made in consultation with a student's IEP and/or 504 team, if
4 applicable.¹

5 Students who have difficulty in achieving the requirements for promotion may be considered for
6 retention. Schools shall identify these students by February 1st. Factors used to identify students for
7 retention shall include:²

- 8 1. Ability to perform at the current grade level;
- 9
- 10 2. Results of local assessments, screening, or monitoring tools;
- 11
- 12 3. State assessments, as applicable;
- 13
- 14 4. Home Literacy Reports;³
- 15
- 16 5. Overall academic achievement of the student;
- 17
- 18 6. Likelihood of success with more difficult material if promoted to the next grade;
- 19
- 20 7. Attendance record; and
- 21
- 22 8. The student's maturity.

23 Students may be identified for retention after the February 1st deadline if the delay in identifying a
24 student is due to:⁴

- 25 1. Date of enrollment;
- 26
- 27 2. Additional information acquired after results of local assessment, screening, or monitoring are
28 released.

29 **VOLUNTARY RETENTION**

30 A parent/guardian of a student enrolled in kindergarten through second grade may choose to retain
31 his/her student in the current grade level if:

- 1 1. The student has a documented academic or behavioral delay; and
- 2
- 3 2. The parent/guardian believes that retention may benefit the student.⁵

4 **PROMOTION PLANS⁶**

5 When a student is identified for retention, the student's parent(s)/guardian(s) shall be notified within
6 fifteen (15) calendar days, and an individualized promotion plan shall be developed to help the student
7 avoid retention. The plan shall be developed in coordination with the student's teachers, IEP or 504
8 team, if applicable, and may also include input from the student's parent(s)/guardian(s), school
9 counselor, or other appropriate school personnel.

10 Promotion plans shall incorporate evidence-based strategies, including expectations and measurements
11 that will verify whether a student has made sufficient progress to be promoted to the next grade level,
12 and be tailored to the student's learning needs. Promotion plans for students in third and fourth grade
13 will include additional requirements for promoting students in these grades. A copy of the plan will be
14 provided to the student's parent(s)/guardian(s), and the school shall offer the opportunity for a parent-
15 teacher conference to discuss the plan. If a student is not making progress on the promotion plan, then
16 the strategies shall be modified. Parent(s)/guardian(s) shall be provided with any changes to the
17 promotion plan.

18 A student who demonstrates sufficient academic progress according to his/her promotion plan shall be
19 promoted to the next grade level unless retention is required per additional requirements for students in
20 third and fourth grade.⁷

21 If a student has not demonstrated sufficient academic progress according to his/her promotion plan by
22 the end of the school year, the student shall be eligible to enroll in a summer reading or learning
23 program, if available. Parent(s)/guardian(s) shall be notified of a decision for retention at least ten (10)
24 calendar days prior to the start of the next school year if the student was enrolled in a summer program.
25 However, if the student wasn't enrolled in a summer program, the parent(s)/guardian(s) shall be
26 notified of a decision for retention at least thirty (30) calendar days prior to the start of the next school
27 year.⁸

28 **RETENTION⁷**

29 A student may be retained when such retention is in the best interests of the student or when retention
30 is required per additional requirements for students in third and fourth grade.

31 *Decision of Retention – General⁹*

32 If a student is retained, the Director of Schools/designee shall develop an individualized academic
33 remediation plan within thirty (30) calendar days after the beginning of the next school year. A copy of
34 the plan shall be provided to the student's parent(s)/guardian(s) within ten (10) calendar days of its
35 development. The plan shall include at least one of the following strategies:

- 36 1. Adjustment to the current instructional strategies or materials;
- 37
- 38 2. Additional instructional time;

- 1
- 2 3. Individual tutoring;
- 3
- 4 4. Modification to the student’s classroom assignment to ensure the student receives
- 5 instruction from a teacher with a level of overall effectiveness of above expectations (level
- 6 4) or significantly above expectations (level 5); or
- 7
- 8 5. Attendance or truancy interventions.

9 A student shall not be retained more than once in any grade. The progress of students who are retained
 10 shall be closely monitored and reported to parent(s)/guardian(s) at least three (3) times during the
 11 school year in which the student is retained. The Director of Schools shall develop procedures to
 12 ensure appropriate recordkeeping of students who are retained.

13 *Decision of Retention – Third Grade*¹⁰

14 Third grade students shall not be promoted to the next grade unless they are determined to be
 15 proficient (i.e., receive a performance level rating of “on track” or “mastered”) in English language arts
 16 (ELA) based on the student’s most recent TCAP test.

17 Students who are not proficient in ELA may still be promoted if the following conditions are met:

- 18 1. A student in third grade receiving a performance level rating of “approaching” on the ELA
 19 portion of the student’s most recent TCAP test may be promoted if:
 20
 - 21 a. The student is an English language learner and has received less than two (2) full years
 22 of ELA instruction;
 - 23 b. The student was previously retained in grades K-3;
 - 24 c. The student is retested before the next school year and scores proficient in ELA;
 - 25 d. The student attends a learning loss bridge camp before the next school year, maintains a
 26 ninety percent (90%) attendance rate, and demonstrates adequate growth on the post-
 27 test at the end of the camp;
 - 28 e. The student receives tutoring for the entirety of the next school year in accordance with
 29 state law; or
 - 30 f. Beginning with the 2023-2024 school year, the student demonstrates proficiency in
 31 ELA standards by scoring within the fiftieth percentile on the most recently
 32 administered state-provided benchmark assessment and the district provides tutoring
 33 services to the student during the entire fourth grade school year and notifies the
 34 student’s parent/guardian, in writing, of the benefits of enrolling the student in summer
 35 programming.
- 36
- 37 2. A student in third grade receiving a performance level rating of “below” on the ELA portion of
 38 the student’s most recent TCAP test may be promoted if:
 39
 - 40 a. The student is an English language learner and has received less than two (2) full years
 41 of ELA instruction;
 - 42 b. The student was previously retained in grades K-3;

- 1 c. The student is retested before the next school year and scores proficient in ELA; or
- 2 d. The student attends a learning loss bridge camp before the next school year, maintains a
- 3 ninety percent (90%) attendance rate, and receives tutoring for the entirety of the next
- 4 school year in accordance with state law.

5 *Decision of Retention – Fourth Grade*¹⁰

6 Students in the following categories may be promoted to fifth grade if they demonstrate adequate
7 growth on the fourth-grade ELA portion of the TCAP test:

- 8 1. A student who was promoted to fourth grade due to receiving tutoring for the entirety of the
- 9 fourth-grade school year; and
- 10
- 11 2. A student who was promoted to fourth grade due to attending a learning loss bridge camp while
- 12 maintaining a ninety percent (90%) attendance rate and receiving tutoring for the entirety of the
- 13 fourth grade school year.

14 If a student that was promoted to fourth grade under one of the provisions above does not demonstrate
15 adequate growth on the fourth-grade ELA portion of the TCAP test, then the following shall occur:

- 16 1. The student's principal shall convene a conference consisting of the following parties: the
- 17 student's parent(s)/legal guardian, the student's ELA teacher, and the student's principal.
- 18
- 19 2. The conference shall review the student's fourth grade ELA performance to determine if the
- 20 student should be promoted to fifth grade.
- 21
- 22 3. At the conclusion of the conference, a majority of the parties shall agree to one of the
- 23 following:
- 24 a. The student will be promoted to fifth grade and be assigned a tutor for the entirety of
- 25 the student's fifth-grade year; or
- 26 b. The student will be retained in fourth grade. A student shall not be retained more than
- 27 once in fourth grade.

28 *Decision of Retention – Students with Disabilities*¹¹

29 Retention and promotion decisions shall be made on a case-by-case basis and in consultation with the
30 student's IEP and/or 504 team to determine whether the student's performance on the ELA portion of
31 TCAP was due to the student's disability. The school district shall not retain a student with a disability
32 or a suspected disability that impacts their ability to read.

33 **APPEALS**^{8,12}

34 When a student is identified for retention, the parent(s)/guardian(s) shall be notified about the decision
35 to retain the student and provided with information on the right to appeal the decision. Appeals shall be
36 made to a committee appointed by the principal within five (5) days. The student and his/her
37 parent(s)/guardian(s) shall be provided written or actual notice of the appeal hearing and shall be given
38 the opportunity to address the committee. The committee shall conduct a hearing within ten (10) business
39 days to determine if the student will be promoted and issue such decision within five (5) business days.

- 1 Upon notification of the committee decision, the principal shall send written notification to the Director
 2 of Schools/designee and the parent(s)/guardian(s). The notification shall advise parent(s)/guardian(s) of
 3 their right to appeal such action within five (5) days to the Director of Schools/designee.
- 4 The appeal shall be heard no later than ten (10) business days after the request for appeal is received. A
 5 decision shall be issued within five (5) business days.
- 6 Within five (5) business days of the Director of Schools/designee rendering a decision, the student's
 7 parent(s)/guardian(s) may request a hearing by the Board, and the Board shall review the record.
 8 Following the review, the Board may affirm or overturn the decision of the Director of Schools/designee.
 9 The action of the Board shall be final.
- 10 For students where retention is required per the additional requirements for students in third and fourth
 11 grade, parent(s)/guardian(s) may appeal this decision in accordance with state law.¹³

 Legal References

1. [20 USCA § 1400 *et seq.*; 29 U.S.C. § 794 \(Section 504\); TRR/MS 0520-01-03-.16; TCA 49-6-3115](#)
2. [TRR/MS 0520-01-03-.16\(5\)](#)
3. [TCA 49-1-905\(e\)](#)
4. [TRR/MS 0520-01-03-.16\(4\)](#)
5. [Public Acts of 2024, Chapter No. 829](#)
6. [TRR/MS 0520-01-03-.16\(6\)](#)
7. [TRR/MS 0520-01-03-.16\(6\)\(f\)](#)
8. [TRR/MS 0520-01-03-.16\(6\)\(e\)](#)
9. [TRR/MS 0520-01-03-.16\(6\)\(g\)](#)
10. [TRR/MS 0520-01-03-.16\(7\)](#)
11. [29 U.S.C. § 794 \(Section 504\); 20 USCA § 1400 *et seq.*; TRR/MS 0520-01-03-.16\(7\)\(e\); Public Acts of 2024, Chapter No. 989](#)
12. [TRR/MS 0520-01-03-.16\(3\); TRR/MS 0520-01-02-.17\(7\); TCA 49-6-3102\(e\)\(1\)](#)
13. [TRR/MS 0520-01-03-.16\(7\)\(f\)](#)

 Cross References

Credit Recovery 4.210
 Grading System 4.600
 Reporting Student Progress 4.601
 Attendance 6.200
 Student Assignments 6.205
 Homeless Students 6.503
 Student Records 6.600

Elizabethton Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Physical Assault Leave PROPOSED	Descriptor Code: 5.307	Issued Date: 07/21/23
		Rescinds: 5.307	Issued: 07/18/13

1 *General*

2 Employees shall be notified of their right to report a physical assault to the appropriate law
3 enforcement agency.¹

4 An employee who is absent from assigned duties as a result of personal injury caused by physical
5 assault or other violent criminal acts committed in the course of the employee's employment duties
6 shall receive his/her full salary and full benefits until the employee is released by his/her physician to
7 return to work or his/her physician determines the employee is permanently unable to return to work.
8 Hourly employees shall receive an amount representing the average number of hours the employee
9 works for the district per pay period along with their full benefits, if available, until the employee is
10 released by his/her physician to return to work or his/her physician determines the employee is
11 permanently unable to return to work. An hourly employee is not eligible to receive the continued pay
12 and benefits if he/she has been employed by the district for less than one (1) full pay period.²

13 If the employee receives workers' compensation or other similar benefits, the Board shall pay the
14 difference between that amount and the employee's full salary or average pay, as applicable.² The
15 district shall pay the full salary or average salary, or the difference between the employee's full salary
16 or average pay, as applicable, and the workers' compensation or similar benefits, if any, for up to one
17 (1) year.

18 **PHYSICIAN STATEMENT**

19 A signed statement listing the cause of the absence shall be provided by the employee on forms
20 furnished by the Director of Schools and shall promptly be given to the immediate supervisor in
21 support of all claims. A certificate from the physician on forms furnished by the Director of Schools
22 may also be required to verify the extent of the injury.³

Legal References

1. [Public Acts of 2024, Chapter No. 915](#)
2. [TCA 49-5-714\(a\); Public Acts of 2024, Chapter No. 839](#)
3. [TRR/MS 0520-01-02-.04\(4\)\(b\)](#)

Cross References

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

Elizabethton City Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Substitute Teachers PROPOSED	Descriptor Code: 5.701	Issued Date: 07/21/22
		Rescinds: 5.701	Issued: 11/16/21

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

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

7 APPLICATION/QUALIFICATIONS

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

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

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

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

15 COMPENSATION

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

18 Retired teachers serving as substitutes who do not have an active teaching license shall be paid the same
19 as a retired substitute teacher with an active teaching license. This only applies to teachers who retired
20 after July 1, 2011 through July 1, 2016.⁵

21 CERTIFICATION

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

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

1 EMERGENCY NEEDS

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

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

8 TRAINING AND ORIENTATION

9 The Director of Schools shall be responsible for ensuring that there are appropriate training and
10 development programs for substitute teachers **that includes the annual school safety training required by**
11 **state law.**⁷

12

13 RESPONSIBILITIES

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

16 RE-EMPLOYMENT/TERMINATION

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

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

Legal References

1. TRR/MS 0520-01-02-.04(5)
2. TCA 49-5-709
3. TCA 49-5-413(a)(2)
4. TCA 49-2-203(a)(14)
5. TCA 49-3-312(b)
6. TCA 49-3-312(a); TRR/MS 0520-01-02-.04(5)(b)
7. [Public Acts of 2024, Chapter No. 735; TCA 49-6-805\(7\)](#)

Cross References

Background Investigations 5.118
Employment of Retirees 5.119

Elizabethton City Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Qualifications and Duties of the Director of Schools PROPOSED	Descriptor Code: 5.802	Issued Date: 09/16/21
		Rescinds: 5.802	Issued: 08/21/18

1 **QUALIFICATIONS**

- 2 1. A professional educator's license
- 3 2. A master's degree in education with a preference for a doctorate degree
- 4 3. Three (3) years of successful experience in the classroom and two (2) years minimum school
- 5 administration experience. Three (3) years of successful experience in school administration
- 6 4. Such other qualifications as the board deems desirable

7 **REPORTS TO:** The Board of Education

8 **SUPERVISES:** All administrative and supervisory personnel in the district

9 **JOB GOAL:** To provide leadership in developing and maintaining the best possible educational
10 programs and services

11 **SCOPE OF RESPONSIBILITY:** The management responsibilities of the director of schools shall
12 extend to all activities of the district, to all phases of the educational program, to all aspects of the
13 financial operation, to all facility management, and to the conduct of such other duties as may be
14 assigned by the board. The Director of Schools may delegate these duties together with appropriate
15 authority but may neither delegate nor relinquish ultimate responsibility for results or any portion of
16 accountability.

17 **ESSENTIAL FUNCTIONS**

18 *General Administrative*

- 19 1. Provides leadership in identification of priorities and assures that all activities reflect those
20 board-established priorities.
- 21 2. Prepares and recommends short and long-range plans for board approval and implements those
22 plans when approved.
- 23 3. Prepares, in conjunction with the Chair, agenda recommendations relative to all matters
24 requiring board action, including all facts, information, options, and reports needed to assure
25 informed decisions. Provides advice and counsel to the board on matters before it.
- 26 4. Attends all regular and special meetings of the Board and keeps a complete and accurate record
27 of the proceedings of all meetings of the Board and of its official acts.

- 1 5. Recommends drafts of new policies or changes to the Board. Anticipates potential problems.
2 Recommends policies or courses of staff action.
- 3 6. Develops administrative procedures to implement board policy or for the items deemed
4 necessary for the efficient operation of the schools and disseminates these procedures to
5 appropriate staff.
- 6 7. Keeps the Board informed regarding development in other districts or at state and national levels
7 that would be helpful to the district.
- 8 8. Ensures that all local, state, and federal standards for the health and safety of the students and
9 staff are maintained and that required reports are maintained.
- 10 9. Fulfills all statutory obligations and implements the education law of the State of Tennessee and
11 the rules and regulations of the State Board of Education.¹

12 *Financial Management*

- 13 1. Provides direction to and supervision of school business functions. Encourages development and
14 implementation of sound business practices. Continually assesses business practices to achieve
15 efficiency.
- 16 2. Prepares, annually, a budget and submits it to the Board for approval. Presents approved budget
17 to the appropriate local funding body for adoption.
- 18 3. Makes appropriate written reports for the Board detailing all receipts and expenditures of the
19 school, funds and submits them to the local funding body.
- 20 4. Ensures that funds are spent prudently by providing adequate control and accounting of the
21 district's financial and physical resources.

22 *Personnel Administration*

- 23 1. Establishes lines of authority which shall be approved by the Board and shown on the district
24 organization chart. Lines of authority shall not restrict the practical working relationships of all
25 staff members at all levels.
- 26 2. Employs such personnel as may be necessary within the limits of budgetary provisions and
27 recommends to the Board teachers who are eligible for tenure.
- 28 3. Develops recruitment procedures to assure well-qualified applicants for professional and non-
29 professional positions.
- 30 4. Assigns and transfers employees as the interest of the district may dictate and reports such action
31 to the Board for information and record.
- 32 5. Holds meetings of teachers and other employees as necessary for the discussion of matters
33 concerning the welfare and improvement of the schools.

- 1 6. Communicates directly, or through delegation, all actions of the Board relating to personnel
2 matters to all and receives employees' communications to be made to the Board.
- 3 7. Evaluates principals annually.
- 4 8. Informs the Office of Educator Licensing of licensed **educators** or educators who have a
5 temporary teaching permit who have been suspended or dismissed, who have resigned,
6 following allegations of conduct, including sexual misconduct, which, if substantiated, would
7 warrant consideration for license suspension or revocation, or formal reprimand or who have
8 been convicted of a felony. ~~The report shall be submitted within thirty (30) days of the~~
9 ~~suspension, dismissal, or resignation or of receiving knowledge of the felony conviction.~~² This
10 report shall also be made if the licensed educator has pleaded guilty or nolo contendere to, or
11 has been convicted or otherwise found guilty of such an offense or equivalent offense in another
12 jurisdiction. The report shall be submitted within thirty (30) days.²

13 *Instructional Leadership*

- 14 1. Serves as the chief school executive. Ensures the development and maintenance of a positive
15 educational program designed to meet the needs of the community and to carry out the policies
16 of the Board. Ensures that a system of thorough and efficient education, as defined by state law,
17 is available to all students.
- 18 2. Recommends to the Board for its adoption all courses of study, curriculum guides, and major
19 changes in tests and time schedules to be used in the schools.
- 20 3. Oversees the timely revisions of all curriculum guides and courses of study.
- 21 4. Develops guidelines and direction for monitoring the effectiveness of existing and new
22 programs.
- 23 5. Conducts a periodic audit of the total school program and advises the Board of recommendations
24 for the educational advancement of the schools.
- 25 6. Seeks out available sources for grant funding to support programs and projects.
- 26 7. Ensures that the goals of the school district are adequately reflected in its educational program
27 and operations.

28 *Community/Public Relations*

- 29 1. Promotes community support of the schools. Interprets district programs and services, reports,
30 plans, events, and activities of interest and solicits community opinions regarding school and
31 educational issues.
- 32 2. Identifies available community resources and links to social service agencies that support
33 education and healthy child development.

- 1 3. Develops strategies to promote parental involvement in their student's education and provides
2 opportunities for parent-teacher interaction.
- 3 4. Maintains contact and good relations with local media.
4
- 5 5. Ensures that the district interests will be represented in meetings and activities of municipal and
6 other governmental agencies.
- 7 6. Represents the school district and its interests in community organizations, activities, and
8 projects.

9 **TERMS OF EMPLOYMENT:** Serves in accordance with the terms of the contract between the Board
10 and the Director of Schools. Salary to be determined by the Board.

11 **EVALUATION:** Performance of this job will be evaluated in accordance with provisions of state law
12 and the Board's policy on evaluation of the Director of Schools.

13 **GENERAL REQUIREMENTS:** The above statements are intended to describe the general nature and
14 level of work being performed by the person assigned to this position. They are not intended to be a
15 complete list of responsibilities, duties, and skills required of personnel so assigned.

Legal References

1. TCA 49-2-301
2. ~~TRR/MS 0520-02-03-.09(2); TCA 49-5-417(e);~~
~~Public Acts of 2021, Chapter No. 211~~
~~TRR/MS 0520-02-03-.09(2); TCA 49-5-417(e);~~
~~TCA 49-5-106(f); Public Acts of 2024, Chapter No.~~
~~577~~

Cross References

Executive Committee 1.301
Board-Media Relations 1.502
Administrative Procedures 1.601
Administrative Committees 1.602
Administrative Reports 1.603
School District Planning 1.701
Job Descriptions 5.103
Application and Employment 5.106
Evaluation of the Director of Schools 5.803

Elizabethton City Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Attendance During Postsecondary Visits	Descriptor Code: 6.2001	Issued Date: 10/23/18
		Rescinds:	Issued:

1 While postsecondary school visits are not required, any high school student wishing to participate in a
2 postsecondary school visit during the school year shall submit to the principal/designee prior notice
3 from the his/her parent/guardian specifying the date of the school visit. The parent(s)/guardian(s) of the
4 student shall be responsible for facilitating any postsecondary school visits and for ensuring the safety
5 of the student during the visit.¹

6 The principal/designee shall count a student present for no more than ~~three (3)~~ **four (4)** days each
7 school year for students participating in a postsecondary school visit. The student shall be counted
8 present for the day of the postsecondary school visit and shall not be counted present during any travel
9 days.

10 In order to be counted present for the school day missed, the student shall submit to the
11 principal/designee a signed letter or form from a campus official verifying that the visit to the
12 postsecondary school occurred.

13 The student shall complete any school work missed due to the student participating in a postsecondary
14 school visit.

Legal References

1. State Board of Education Policy 4.100

Cross References

Attendance 6.200

Elizabethton City Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: School Admissions PROPOSED	Descriptor Code: 6.203	Issued Date: 04/18/13
		Rescinds: 6.203	Issued: 06/18/09

1 Any student entering school for the first time must present:

2

3 1. A birth certificate or officially acceptable evidence of date of birth at the time of registration;¹

4

5 2. Evidence of a current medical examination.² There shall be a complete medical examination of
6 every student entering school for the first time. This applies to kindergarten, first grade and other
7 students for whom there is no health record; and

8

9 3. Evidence of state-required immunization.³

10 The name used on the records of a student entering school must be the same as that shown on the birth
11 certificate unless evidence is presented that such name has been legally changed through a court as
12 prescribed by law. If the parent does not have or cannot obtain a birth certificate, then the name used on
13 the records of such student will be the same as that shown on documents which are acceptable to the
14 school principal as proof of date of birth.⁴

15 CUSTODY

16 In accordance with state law, no child shall be registered in a school by anyone other than a parent/legal
17 guardian. Documentation is required where custody is in question. Adjudicated (judge signed) divorce
18 decrees and court orders are acceptable as proof of custody. **A child whose care, custody, and support
19 have been assigned to a resident of the district by a power of attorney or order of the court shall be
20 enrolled in school provided appropriate documentation has been filed with the central office.**⁵ The only
21 acceptable document (other than an adjudicated document) is the power of attorney for the care of a
22 minor child. A parent or parents of a minor child may delegate to any adult person residing in this state
23 temporary care-giving authority regarding the minor child when hardship prevents the parent or parents
24 from caring for the child. This authority may be delegated without the approval of a court by executing
25 in writing a power of attorney for care of a minor child on a form provided by the department of children's
26 services.⁶

27 Acceptable hardships:

- 1 A. the serious illness or incarceration of a parent or legal guardian;
- 2 B. the physical or mental condition of the parent or legal guardian or the child is such that care and
- 3 supervision of the child cannot be provided;
- 4 C. the loss or uninhabitability of the child's home as a result of a natural disaster

5 A local education agency (LEA) is not required to enroll a student with a power of attorney stating a
6 hardship other than one (I) of the three (3) specifically stated in subdivisions (a)(I)(A)-(C).⁷

7 The following is the only hardship (not listed above) that is accepted by the district:

- 8 • other (please describe) ***Military Deployment***

9
10 A student may transfer into the school system at any time during the year if his/her parent(s) or legal
11 guardian moves his/her residence into the school system. (High school students moving from a block
12 schedule may experience a loss in credit(s).)

13 Students shall not be enrolled prior to receipt of permanent records, proof of residence, and other required
14 documentation (listed above).

15 ~~Parents, guardians, or legal custodians of students who enter school who have been judged delinquent
16 for an offense involving murder, rape, robbery, kidnapping, aggravated assault or reckless endangerment
17 shall notify the principal by providing the abstract of record required by law or other similar written
18 information. This information shall be shared only with school employees who have responsibility for
19 classroom instruction of the student. Such information is otherwise confidential and shall not be released
20 to others except as required by law. The written notification shall not become a part of the student's
21 record.~~⁶

22 **ADJUDICATED DELINQUENT STUDENT⁸**

23 A principal or principal's designee may ask a parent/guardian in writing if their student has been
24 adjudicated delinquent for an offense listed in TCA 49-6-3051 within thirty (30) days of the student
25 first enrolling in the school and when any such student:

- 26 1. Resumes school attendance after suspension, expulsion, or adjudication of delinquency; or
- 27 2. Changes schools within this state.

29 This information shall be shared only with school employees who have responsibility for classroom
30 instruction of the student, the school counselor, social worker, or psychologist who is developing a
31 plan for the student while in the school, and the school resource officer. Such information is otherwise
32 confidential and shall not be released to others, and the written notification shall not become a part of
33 the student's record.⁹

1

2 DEPENDENTS OF TEACHERS¹⁰

3 If a parent of a student teaches at a school located outside the school system of their residence, the student
4 may attend that school and must adhere to that school system's tuition requirements.

5 A parent or guardian teaching in the school system of the parent's or guardian's residence shall be allowed
6 to enroll the parent's or guardian's child at the school where the parent or guardian teaches. This section
7 does not apply to children of teachers teaching at magnet schools. Nothing in this section shall be
8 construed to limit the board's authority in student assignment.

9 If a teacher teaches at a grade's or grades' specific school and a child of that teacher is not within the age
10 group, that teacher's child shall be eligible to attend a school of appropriate grade within the LEA by
11 which the parent is employed. This section does not apply to children of teachers teaching at magnet
12 schools.

Legal References

1. [TCA 49-6-3008\(b\)](#)
2. [TRR/MS 0520-01-13-.01\(1\)\(a\)](#); [20 USCA § 1232h\(c\)](#)
3. [TCA 49-6-5001\(c\)](#)
4. [TCA 49-6-5106](#)
5. TCA 49-6-3001(c)(6)
6. TCA 34-6-302(a)(1)
7. TCA 34-6-302(a)(2)
8. TCA 37-1-153(e), 154; TCA 49-6-3051; Public Acts of 2024, Chapter No. 721
9. TCA 49-6-3051(d)
10. TCA 49-6-3113

Cross References

Admission of Suspended/Expelled Students 6.318
Homeless Students 6.503
Migrant Students 6.504
Students in Foster Care 6.505
Students from Military Families 6.506

Elizabethton City Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Code of Conduct PROPOSED	Descriptor Code: 6.300	Issued Date: 07/21/23
		Rescinds: 6.300	Issued: 03/16/23

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

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

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

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

27 **MISBEHAVIORS: Level I**

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

31 *Examples (not an exclusive listing):*

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

11 *Disciplinary Procedures:*

- 12 ● The staff member intervenes immediately.
- 13 ● The staff member determines what offense was committed and its severity.
- 14 ● The staff member determines who committed the offense and if the student understands
- 15 the nature of the offense.
- 16 ● The staff member employs appropriate disciplinary options.
- 17 ● The record of the offense and disciplinary action shall be maintained by the staff
- 18 member.

19 *Disciplinary Options:*

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

30 **MISBEHAVIORS: Level II**

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

35 *Examples (not an exclusive listing):*

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

1 *Disciplinary Procedures:*

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

9 *Disciplinary Options:*

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

19 **MISBEHAVIORS: Level III**

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

22 *Examples (not an exclusive listing):*

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

37 *Disciplinary Procedures:*

- 38 ● The student is referred to principal for appropriate disciplinary action.

- 1 ● The principal meets with student and staff member.
- 2 ● The principal hears accusation and allows the student the opportunity to explain his/her
- 3 conduct.
- 4 ● The principal takes appropriate disciplinary action and notifies the staff member of the
- 5 action.
- 6 ● The principal may refer incident to the Director of Schools and make recommendations
- 7 for consequences.
- 8 ● The record of offense and disciplinary action shall be maintained by principal.

9 *Disciplinary Options:*

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

18 **MISBEHAVIORS: Level IV**

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

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

26 *Examples (not an exclusive listing)⁸*

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

- 1 ● Possession of unauthorized substances (e.g., any controlled substance, controlled
- 2 substance analogue, or legend drug)*
- 3 ● Use or transfer of unauthorized substances
- 4 ● Victimization of any student (harassment (sexual, racial, ethnic, religious), bullying,
- 5 cyber-bullying, and/or hazing)
- 6 ● Electronic threat to cause bodily injury or death to another student or school employee

7 *Disciplinary Procedures:*

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

20 *Disciplinary Options*

- 21 ● Other hearing authority or Board action which results in appropriate placement
- 22 ● RTI²B

23 *Designates zero tolerance offenses.

Legal References

1. [TCA 49-6-4005](#)
2. [TCA 49-6-3024](#)
3. [TCA 49-6-2801](#)
4. [TCA 49-6-4002](#)
5. [TCA 49-6-4109](#)
6. [TCA 49-6-4009](#)
7. [TCA 49-6-2802](#)
8. [TCA 39-16-517; TCA 49-6-3401\(g\); Public Acts of 2024, Chapter No. 882; Public Acts of 2024, Chapter No. 915;](#)
9. [Public Acts of 2024, Chapter No. 882](#)

Cross References

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

Elizabethton City Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: <h2 style="margin: 0;">Zero Tolerance Offenses</h2> <p style="margin: 0; color: red; font-weight: bold;">PROPOSED</p>	Descriptor Code: 6.309	Issued Date: 07/21/23
		Rescinds: 6.309	Issued: 03/16/23

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

- 3 1. Bringing to school or being in unauthorized possession of a firearm on school property;²
- 4
- 5 2. Unlawful possession of any drug, including any controlled substance, controlled substance
 6 analogue, or legend drug on school grounds or at a school-sponsored event;³
- 7
- 8 3. Aggravated assault;⁴
- 9
- 10 4. Assault that results in bodily injury⁵ upon any teacher, principal, administrator, any other
 11 employee of the school, or school resource officer; or
- 12
- 13 5. Valid threats of mass violence on school property or at a school-related activity **as determined**
 14 **by a threat assessment team.**⁶

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

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

Legal References

1. [TCA 49-6-3401\(g\)](#)
2. [18 USCA § 921\(a\)\(3\)](#); [20 USCA § 7961](#)
3. [TCA 39-17-454](#); [TCA 53-10-101](#)
4. [TCA 39-13-102](#)
5. [TCA 39-13-101\(a\)\(1\)](#)
6. [TCA 39-16-517](#); [TCA 49-6-3401\(g\)\(2\)\(D\)](#); [Public Acts of 2024, Chapter No. 882](#)
7. [TCA 49-6-3401\(g\)\(2\)](#); [TCA 49-6-3402](#)
8. [TCA 49-6-4209](#); [TCA 39-17-1312](#); [20 USCA § 7961\(h\)\(1\)](#); [Public Acts of 2024, Chapter No. 882](#)

Cross References

- Threat Assessment Team 3.204
- Code of Conduct 6.300
- Drug-Free Schools 6.307
- Suspension 6.316
- Student Disciplinary Hearing Authority 6.317
- Alternative Education 6.319
- Safe Relocation of Students 6.4081

Elizabethton City Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: <h2 style="margin: 0;">Suspension</h2> <h3 style="margin: 0; color: red;">PROPOSED</h3>	Descriptor Code: 6.316	Issued Date: 07/21/20
		Rescinds: 6.316	Issued: 01/16/14

1 *General*

2 A principal may suspend a student from attendance in a specific class or school related activity without
 3 suspending the student from attendance at school. Based on the severity of the offense, a principal may
 4 suspend a student from attendance at school and all school activities.

5 Students may be suspended for good and sufficient reasons including, but not limited to:¹

- 6 1. Willful and persistent violation of the rules of the school;
- 7 2. Immoral or disreputable conduct, including vulgar or profane language;
- 8 3. Violence or threatened violence against the person of any personnel attending or assigned to any
 9 school;
- 10 4. Willful or malicious damage to real or personal property of the school or the property of any
 11 person attending or assigned to the school;
- 12 5. Inciting, advising, or counseling of others to engage in any of the action that would justify
 13 suspension;
- 14 6. Marking, defacing, or destroying school property;
- 15 7. Possession of a pistol, gun, or firearm on school property;²
- 16 8. Possession of a knife or other weapons, as defined in state law, on school property;³
- 17 9. Assaulting a principal, teacher, school bus driver, or other school personnel with vulgar,
 18 obscene, or threatening language;
- 19 10. Unlawful use or possession of barbitol or legend drugs as defined in state law;⁴
- 20 11. Engaging in behavior which disrupts a class or school-sponsored activity;
- 21 12. Making a threat, including a false report, to use a bomb, dynamite, or any other deadly
 22 explosive or destructive device including chemical weapons on school property or at a school-
 23 sponsored event, or an invalid threat of mass violence;⁵
- 24 13. One (1) or more students initiating a physical attack on an individual student on school property
 25 or at a school activity, including travel to and from school;

- 1 14. Assault against a school employee as defined in state law;⁶
- 2 15. Off-campus criminal behavior resulting in felony charges;
- 3 16. When behavior poses a danger to persons or property or disrupts the educational process;
- 4 17. Any other conduct prejudicial to good order or discipline in any school.

5 Except in an emergency, a principal shall not suspend any student until that student has been advised
6 of the nature of his/her misconduct, questioned about it, and allowed to give an explanation.

7 If, as a result of an investigation, a principal/designee finds that a student acted in self-defense under a
8 reasonable belief that the student, or another to whom the student was coming to the defense of, may
9 have been facing the threat of imminent danger of death or serious bodily injury, then the student may
10 not face any disciplinary action.⁵

11 When a student is suspended, the principal shall notify the parent(s)/guardian(s) and the Director of
12 Schools/designee of the following:

- 13 1. Student's suspension;
- 14
- 15 2. Cause for the suspension; and
- 16
- 17 3. Any conditions for readmission which may include a meeting of the parent(s)/guardian(s),
18 student, and the principal.

19 If a student is suspended during the last ten (10) days of any term or semester, he/she shall be
20 permitted to take such final examinations or submit such required work as necessary to complete the
21 course of instruction for that semester, subject to conditions prescribed by the principal.⁶

22 **IN-SCHOOL SUSPENSION⁷**

23 In-school suspension shall be offered to students as an alternative program (if applicable) to complete
24 academic assignments and receive credit for work completed.

25 Students given an in-school suspension in excess of one (1) day from classes shall attend special
26 classes attended only by students guilty of misconduct or be placed in an isolated area appropriate for
27 study. Personnel responsible for in-school suspension shall ensure that each student is supervised at all
28 times and has textbooks and classwork assignments from his/her regular teachers.

29 **SUSPENSIONS LONGER THAN FIVE DAYS⁸**

30 If a suspension is longer than five (5) days, the principal shall develop and implement a plan for
31 improving the student's behavior.

1 SUSPENSIONS LONGER THAN TEN DAYS⁹

2 If the principal suspends a student for longer than ten (10) days, he/she shall immediately give written
 3 notice to the parent(s)/guardian(s) and the student of the right to appeal the decision. All appeals shall
 4 be filed within five (5) days of receipt of the notice. These appeals may be filed by the
 5 parent(s)/guardian(s), the student, or any person holding a teaching license who is employed by the
 6 school district if requested by the student.

7 The appeal from this decision shall be to the Disciplinary Hearing Authority appointed by the Board. If
 8 a Disciplinary Hearing Authority has not been appointed, then the appeal shall be to the Board.

9 SCHOOL-SPONSORED EVENTS⁶

10 If a student assaults an employee, he/she shall be suspended from school-sponsored events for one (1)
 11 calendar year unless modified by the Director of Schools. A school-sponsored event is an activity that
 12 is not directly related to a student's grade in a course of instruction.

Legal References

1. [TCA 49-2-203\(a\)\(7\); TCA 49-6-3401\(a\)](#)
2. [TCA 39-17-1309\(b\)](#)
3. [TCA 39-17-1309](#)
4. [TCA 53-10-101; TCA 39-17-454](#)
5. [Public Acts of 2024, Chapter No. 882](#)
6. [Public Acts of 2024, Chapter No. 915; TCA 39-13-101](#)
7. [TCA 49-6-3401\(i\)](#)
8. [TCA 49-6-3401\(d\)](#)
9. [TCA 49-6-3401\(b\)](#)
10. [TCA 49-6-3401\(c\)\(3\)](#)
11. [TCA 49-6-3401\(a\)-\(c\); Goss v. Lopez, 419 U.S. 565 \(1975\); 20 USCA § 1415](#)

Cross References

Traffic and Parking Controls 3.403
 Code of Conduct 6.300
 Procedural Due Process 6.302
 Interference/Disruption of School Activities 6.306
 Drug-Free Schools 6.307
 Bus Safety and Conduct 6.308
 Zero Tolerance Offenses 6.309
 Dress Code 6.310
 Student Disciplinary Hearing Authority 6.317
 Alternative Education 6.319

Elizabethton City Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Admission of Suspended or Expelled PROPOSED Students	Descriptor Code: 6.318	Issued Date: 07/21/22
		Rescinds: 6.318	Issued: 01/16/14

- 1 The Board may deny admission of any student (except those in state custody) who has been expelled
- 2 or suspended from another school district in Tennessee or another state even though the student has
- 3 established residency in the district in which he/she seeks enrollment.

- 4 After a request for enrollment is made, the Director of Schools shall investigate the facts surrounding
- 5 the suspension or expulsion from the former school district. The principal may ask the
- 6 parent(s)/guardian(s) in writing if their student has been adjudicated delinquent for an offense listed in
- 7 TCA 49-6-3051 and submit any records to the Director of Schools.¹ Based on the results of the
- 8 investigation, the Director of Schools shall make a recommendation to the Board to approve or deny
- 9 the request.

- 10 The Board shall not deny enrollment beyond the length of the imposed suspension or expulsion.

- 11 A student may be dismissed if it is determined subsequent to the enrollment that the student has been
- 12 suspended or expelled from the former school district.²

Legal References

1. [Public Acts of 2024, Chapter No. 721](#)
2. [TCA 49-6-3401 \(f\); 20 USCA § 1232g \(b\) \(4\), \(h\)](#)

Cross References

- School Admissions 6.203
 Student Records 6.600

Elizabethton City Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Opioid Antagonist PROPOSED	Descriptor Code: 6.4052	Issued Date: 05/15/18
		Rescinds:	Issued:

1 *General*

2 The school district shall maintain an opioid antagonist at each school in at least two (2) unlocked,
3 secure locations to be administered to any student believed to be having a drug overdose.¹ The opioid
4 antagonist shall be stored in accordance with the manufacturer's instructions.² School nurses and other
5 school personnel expected to provide emergency care to students shall be trained according to the
6 Tennessee Department of Health guidelines. The school nurse or other trained school personnel may
7 utilize the school's supply of opioid antagonists to respond to a drug overdose under a standing
8 protocol from a physician.

9 School district staff shall not prohibit a student, employee, or visitor from possessing an opioid
10 antagonist while the person is on school property or attending a school-sponsored activity held at a
11 location that is not school property.²

12 **PARENTAL NOTIFICATION**

13 The school district shall notify the parent(s)/guardian(s) of any student to whom an opioid antagonist
14 has been administered.

15 **PROCEDURES**

16 The Director of Schools shall develop procedures for the maintenance and usage of opioid antagonists
17 as well as procedures regarding record keeping and reporting after any incident.

Legal References

1. [State Board of Education Policy 4.205; TCA 49-50-1604](#)
2. [Public Acts of 2024, Chapter No. 629](#)

Elizabethton City Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Reporting Child Abuse PROPOSED	Descriptor Code: 6.409	Issued Date: 07/21/22
		Rescinds: 6.409	Issued: 07/21/20

1 *General*

2 The Director of Schools shall:¹

- 3 1. Designate one employee as the Child Abuse Coordinator (the Coordinator) and an additional
4 employee to serve as the Alternate Child Abuse Coordinator (the Alternate) for each school
5 **and submit this information to the Department of Children's Services;**
6
- 7 2. Require that the Coordinator and the Alternate receive appropriate training;
8
- 9 3. Supply the Coordinator with all necessary resources;
10
- 11 4. Ensure that all employees working directly with students annually complete the child abuse
12 training program required by state law.²

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

15 **REPORTING**

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

22 The report shall include, to the extent known by the reporter:⁶

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

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

1 **CONFIDENTIALITY**

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

4 **INVESTIGATIONS**

5 School administrators and employees have a duty to cooperate, provide assistance and information in
6 child abuse investigations⁷ including permitting DCS teams to conduct interviews while the child is at
7 school. The principal may control the time, place, and circumstances of the interview but may not
8 insist that a school employee be present even if the suspected abuser is a school employee or another
9 student. The principal is not in violation of any laws by failing to inform parent(s)/guardian(s) that the
10 child is to be interviewed even if the suspected abuser is not a member of the child's household.⁸

Legal References

1. [TCA 49-6-1601; Public Acts of 2024, Chapter No. 571](#)
2. [TCA 37-1-408](#)
3. [TCA 37-1-403\(a\)\(1\); TCA 37-1-412; TCA 37-1-602; TCA 37-1-605\(a\)\(4\)](#)
4. [TCA 37-1-403\(a\)\(2\); TCA 49-6-1601](#)
5. [TCA 49-6-1601\(d\)\(1\)\(B\)\(v\)](#)
6. [TCA 37-1-403\(b\)](#)
7. [TCA 37-1-611\(b\)](#)
8. [Tenn. Op. Atty. Gen. No. 87-101 \(June 9, 1987\)](#)

Cross References

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