

ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION

REGULAR SCHEDULED MEETING

Tuesday, July 16, 2024, @ 5:30 PM

Board Members

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

The Elizabethton Board of Education will meet on Tuesday, July 16, 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. Presentation from the Kiwanis Club to the EHS Media Center.
7. **CONSENT AGENDA**
 - A. Minutes of Regular Meeting: Date. June 20, 2024
 - B. Approve General Purpose Fund Financial Statement and Budget Amendment, Date. June 2024
 - C. Approve Federal Projects Fund Financial Statement and Budget Amendment. Date. June 2024
 - D. Approve School Nutrition Fund Financial Statement and Budget Amendment, Date June 2024
 - E. Approve Contractual Agreement between Sidekick Therapy Partners and Elizabethton City Schools for the 2024-2025 school year.
 - F. Approve Agreement between the Tennessee School for the Blind and Tennessee Schools for the Deaf and Elizabethton City Schools for the 2024-2025 School Year.
 - G. Approve the School Resource Officer Agreement between Elizabethton City Schools and the State of Tennessee Grant Program for the 2024-2025 school year.
 - H. Approve Memorandum of Understanding between Maryville College and Elizabethton City Schools for the 2024-2025 school year.
 - I. Approve Dual Enrollment Agreement for Community Colleges between Northeast State Community College and Elizabethton City Schools for the 2024-2025 School Year.

- J. Approve Memorandum of Understanding between Frontier Health and Elizabethton City Schools for the 2024-2025 school year.
 - K. Approve renewal of Bid 2022-2023-02-SN for the purchase of milk products from Mayfield Dairy for the bid period July 1, 2024 through June 30, 2025.
 - L. Approve request for Property/Equipment Sale/Disposal
 - M. Approve second reading of proposed Board Policies:
 - 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 Ratio
 - 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
 - 6.409 Reporting Child Abuse
 - 6.4052 Opioid Antagonist
8. **REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS**
- A. Personnel Report
 - NEW HIRES:
 - Katie Boles-Elementary Attendance @ WSE, effective 7/25/2024
 - Adam Copeland-Criminal Justice Teacher @ EHS, effective 8/1/2024
 - Allison Dykes-Cafeteria Personnel @ HME, effective 7/22/24
 - Dawn Ferrier-SPED Teacher @ HME, effective 8/1/2024
 - Jennifer Hanson-Science Teacher @ TAD, effective 8/1/2024
 - Samuel Ledford-Custodian @ HME, effective 6/17/2024
 - Jessica Lovelace-SPED Teacher @ HME, effective 8/1/2024
 - Nicholas Miller-Asst. to the Athletic Director @ EHS, effective 7/3/2024
 - Will Robinson-Business Economics Teacher @ EHS, effective 8/1/2024
 - Rachel Robinson-Assistant Volleyball Coach @ EHS, effective 6/21/2024

Corey Russell-Assistant Football Coach @ EHS-effective 7/8/2024

Mary Beth Leonard-SPED Teacher @ TAD,effective 8/1/2024

ADDITIONAL POSITION:

Will Robinson- Assistant Boys' Basketball Coach @ EHS, effective 8/1/2024

Crystal VanHuss-Assistant Volleyball Coach @ EHS, effective 7/1/2024

Blake Blevins- Betsy Book Bus Teacher, effective 6/20/2024

Lisa Horan- Betsy Book Bus Teacher, effective 6/20/2024

TRANSFERS:

Jennifer Lucas from 3rd grade Teacher to TNAC Teacher @ ESE, effective 8/1/2024

Brooke Clawson from 3rd grade Teacher to Instructional Coach @ ESE, effective 8/1/2024

Abigail Pierce from Kindergarten Teacher to 3rd grade Science Teacher @ ESE, effective 8/1/2024

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

Sara Yeager from Educational Assistant to Bookkeeper @ WSE, effective 7/25/2024

Beth Hilbert from Bookkeeper to Main Office Secretary @ EHS, effective 6/18/2024

Jason Holly from part-time Criminal Justice Teacher to full-time @ EHS, effective 8/1/2024

Margie Lynn Lopez from substitute cafeteria personnel to full-time cafeteria personnel @ HME, effective 7/22/2024

Selina Stout from TNAC Teacher to Pre K Teacher @ WELC, effective 8/1/2024

Rebecca Swain from substitute teacher to Chemistry Teacher @ EHS, effective 8/1/2024

RESIGNATIONS:

Vanessa Mink- Educational Assistant @ WSE, effective 7/1/2024

Kim Blackwell- Educational Assistant @ TAD, effective 7/2/2024

Alexandra Von Braun-Teacher @ ESE, effective 6/26/2024

Cassidy Brown-Educational Assistant @ EHS, effective 7/8/2024

Shannon Barnett-Teacher @ ESE, effective 7/9/2024

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 on first and only reading of Board Policy 1.501 Visitors to the School.
 - B. Approve Elizabethton City Schools' Visitor's Code of Conduct.

10. FOR YOUR INFORMATION

11. NEXT REGULARLY SCHEDULED BOARD MEETING

The next regularly scheduled Board Meeting will be held on Thursday, August 15, 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
GENERAL PURPOSE BUDGET
2023-2024**

		<u>ORIGINAL BUDGET</u>	<u>AMENDMENT #1 GP June</u>	<u>AMENDED BUDGET</u>
ESTIMATED REVENUES AND OTHER SOURCES				
40000	Local Taxes	8,049,000.00	25,500.00	8,074,500.00
41000	Licenses & Permits	600.00	0.00	600.00
43000	Charges for Current Services	608,725.00	57,110.00	665,835.00
44000	Other Local Revenues	314,195.00	168,840.00	483,035.00
46500	State Education Funds	20,274,396.00	740,988.81	21,015,384.81
46800	Other State Revenues	113,000.00	202,870.64	315,870.64
47500	Other Federal Funds thru State	64,842.00	(38,069.21)	26,772.79
48000	Other Governments and Citizens Groups	26,400.00	1,875.00	28,275.00
49000	Other Sources - Indirect Cost	2,460.00	0.00	2,460.00
49000	Other Sources - City General Fund Transfer	2,400,000.00	0.00	2,400,000.00
49000	Other Sources - City - Excess Sales Tax	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL ESTIMATED REVENUES AND OTHER SOURCES		<u>31,853,618.00</u>	<u>1,159,115.24</u>	<u>33,012,733.24</u>
ESTIMATED RESERVES				
34000	Reserves to be Used for Specific Projects	0.00	1,164,133.45	<u>1,164,133.45</u>
TOTAL ESTIMATED RESERVES		<u>0.00</u>	<u>1,164,133.45</u>	<u>1,164,133.45</u>
TOTAL AVAILABLE FUNDS		<u>31,853,618.00</u>	<u>2,323,248.69</u>	<u>34,176,866.69</u>
ESTIMATED EXPENDITURES				
INSTRUCTION				
71100	Regular Instruction Program	14,555,796.00	(892,340.70)	13,663,455.30
71200	Special Education Program	2,561,690.00	8,950.00	2,570,640.00
71300	Vocational Education Program	1,716,235.00	10,865.00	1,727,100.00
71400	Student Body Education Program	<u>425,130.00</u>	<u>62,750.00</u>	<u>487,880.00</u>
TOTAL INSTRUCTION		<u>19,258,851.00</u>	<u>(809,775.70)</u>	<u>18,449,075.30</u>
SUPPORT SERVICES				
72100	Students	1,663,172.00	(226,287.00)	1,436,885.00
72200	Instructional Support	2,749,852.00	48,225.00	2,798,077.00
72300	General Administration	1,034,900.00	29,850.00	1,064,750.00
72400	School Administration - Office of Principal	1,897,951.00	20,774.40	1,918,725.40
72500	Business Administration	422,650.00	0.00	422,650.00
72600	Operation and Maintenance of Plant	3,244,436.00	454,289.49	3,698,725.49
72700	Student Transportation	<u>813,436.00</u>	<u>81,227.33</u>	<u>894,663.33</u>
TOTAL SUPPORT SERVICES		<u>11,826,397.00</u>	<u>408,079.22</u>	<u>12,234,476.22</u>
NON-INSTRUCTIONAL SERVICES				
73100	Food Services	41,395.00	(5,000.00)	36,395.00
73300	Community Services	227,975.00	57,110.00	285,085.00
73400	Early Childhood Education	407,000.00	9,960.17	416,960.17
76100	Regular Capital Outlay	92,000.00	2,662,875.00	2,754,875.00
99100	Operating Transfers	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
NON-INSTRUCTIONAL SERVICES		<u>768,370.00</u>	<u>2,724,945.17</u>	<u>3,493,315.17</u>
TOTAL EXPENDITURES		<u>31,853,618.00</u>	<u>2,323,248.69</u>	<u>34,176,866.69</u>
ESTIMATED REVENUE & RESERVES OVER EXPENDITURES		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

**ELIZABETHTON CITY
SCHOOLS**

**GENERAL PURPOSE FUND
BUDGET AMENDMENT
1 GP**

**Fiscal Year 2023-2024
June 2024**

<u>Account Code</u>		<u>RESERVES</u> Description	<u>Approved Budget</u>	<u>Debit Decrease</u>	<u>Credit Increase</u>	<u>Amended Budget</u>
34655	06000	Committed for Connie Baker Lab	0.00		6,550.00	6,550.00
34760	15150	Assigned for CTE	0.00		3,725.00	3,725.00
34760	09100	Assigned for POT Supplies	0.00		3,858.45	3,858.45
34775	25900	Assigned for TAD Entrance	0.00		650,000.00	650,000.00
34775	15900	Assigned for Baseball & Softball	0.00		400,000.00	400,000.00
34775	60100	Assigned for PD Complex	0.00		100,000.00	100,000.00
		TOTALS	0.00	0.00	1,164,133.45	1,164,133.45
				1,164,133.45		
<u>Account Code</u>		<u>REVENUES</u> Description	<u>Approved Budget</u>	<u>Debit Decrease</u>	<u>Credit Increase</u>	<u>Amended Budget</u>
40000		<u>Local Taxes</u>				
40120		Trustee's Collections Prior Year	86,000.00		14,000.00	100,000.00
40275		Mixed Drink Tax	22,000.00		3,000.00	25,000.00
40320		Bank Excise Tax	30,000.00		8,500.00	38,500.00
43500		<u>Education Charges</u>				
43517	90160	Open Gym	0.00		410.00	410.00
43517	90150	Tuition - Other	21,000.00		16,300.00	37,300.00
43517	99020	Tuition - Other	181,790.00		40,400.00	222,190.00
44100		<u>Recurring Items</u>				
44110		Investment Income	40,000.00		150,000.00	190,000.00
44990	09100	Project of Track - Niswonger	272,195.00		7,500.00	279,695.00
44990	15310	TCAT - Auto Mech	0.00		4,410.00	4,410.00
44990	15311	TCAT - Building Const	0.00		3,600.00	3,600.00
44990	15312	TCAT - Information Tech	0.00		360.00	360.00
44990	15313	TCAT - Advanced Mfg	0.00		2,970.00	2,970.00
46500		<u>State Education Funds</u>				
46510		TISA Funding	19,250,000.00		300,000.00	19,550,000.00
46515	35000	Early Childhood Education	407,000.00		4,160.17	411,160.17
46550		Driver Education	6,500.00		2,000.00	8,500.00
46590	01500	Learning Camp	187,168.00		50,351.31	237,519.31
46590	01700	Learning Camp Transportation	45,708.00		2,227.33	47,935.33
46790	15700	ISM Grant	141,130.00		369,875.00	511,005.00
46790	25700	ISM Grant	198,983.00		12,375.00	211,358.00
46980	62000	Public School Safety Grant	0.00		108,620.64	108,620.64
46980	15500	Aviation Grant	0.00		13,000.00	13,000.00
46990		Parental Leave	0.00		81,250.00	81,250.00
47500		<u>Federal Funds thru State</u>				
47590	01500	Learning Camp	64,842.00	38,069.21		26,772.79

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**Fiscal Year 2023-2024
June 2024**

<u>Account Code</u>	<u>EXPENDITURES Description</u>	<u>Approved Budget</u>	<u>Debit Increase</u>	<u>Credit Decrease</u>	<u>Amended Budget</u>
48600	Citizens Groups				
48610	50001 Donations - SPED	0.00		1,875.00	1,875.00
	TOTALS	20,954,316.00	38,069.21	1,197,184.45	22,113,431.24
			1,159,115.24		
71100	Regular Education				
116	Teachers	8,700,000.00		111,100.00	8,588,900.00
116	01500 Teachers	140,100.00	12,800.00		152,900.00
116	02425 Teachers	198,000.00		198,000.00	0.00
163	01500 Educational Assistants	18,432.00	576.00		19,008.00
189	02425 Other Salaries & Wages	243,335.00		243,335.00	0.00
189	05500 Other Salaries & Wages	30,000.00	65,150.00		95,150.00
201	01500 Social Security	9,830.00	828.30		10,658.30
201	05500 Social Security	1,860.00	4,050.00		5,910.00
201	02425 Social Security	31,600.00		31,600.00	0.00
204	State Retirement	642,375.00		38,000.00	604,375.00
204	01500 State Retirement	8,268.00	1,101.79		9,369.79
204	02425 State Retirement	40,300.00		40,300.00	0.00
204	09100 State Retirement	13,915.00		2,000.00	11,915.00
207	02425 Medical Insurance	87,774.00		87,774.00	0.00
212	01500 Employer Medicare	2,299.00	193.62		2,492.62
212	05500 Employer Medicare	435.00	945.00		1,380.00
217	SRT - Retirement	52,525.00	40,500.00		93,025.00
217	01500 SRT - Retirement	5,814.00		480.90	5,333.10
217	02425 SRT - Retirement	6,550.00		6,550.00	0.00
217	09100 SRT - Retirement	4,000.00	2,000.00		6,000.00
429	02425 Instructional Supplies	24,100.00		24,100.00	0.00
429	01500 Instructional Supplies	27,352.00		17,352.00	10,000.00
429	09100 Instructional Supplies	0.00	11,358.45		11,358.45
449	02425 Textbooks	50,000.00		50,000.00	0.00
449	10000 Textbooks	90,000.00		50,000.00	40,000.00
449	15000 Textbooks	50,000.00		20,000.00	30,000.00
449	20000 Textbooks	90,000.00		50,000.00	40,000.00
449	30000 Textbooks	90,000.00		50,000.00	40,000.00
499	01500 Other Supplies & Materials	0.00	17,248.04		17,248.04
711	02425 Furniture & Fixtures	65,000.00		28,500.00	36,500.00

**ELIZABETHTON CITY
SCHOOLS**

**GENERAL PURPOSE FUND
BUDGET AMENDMENT
1 GP**

**Fiscal Year 2023-2024
June 2024**

Account Code		<u>EXPENDITURES</u> Description	Approved Budget	Debit Increase	Credit Decrease	Amended Budget
71200		Special Education				
128		Homebound Teachers	2,000.00	700.00		2,700.00
195		Certified Substitutes	1,000.00	250.00		1,250.00
217		TCRS - SRT	10,100.00	8,000.00		18,100.00
71300		Vocational Education				
116		Teachers	860,760.00	55,000.00		915,760.00
116	02425	Teachers	184,875.00		184,875.00	0.00
189		Other Salaries & Wages	20,000.00	9,500.00		29,500.00
195		Certified Sub Teachers	500.00	3,750.00		4,250.00
198		Non-Certified Sub Teachers	10,000.00	3,750.00		13,750.00
201	02425	Social Security	11,400.00		11,400.00	0.00
204	02425	State Retirement	12,925.00		12,925.00	0.00
204	15700	State Retirement	4,166.00	1,325.00		5,491.00
207	02425	Medical Insurance	23,775.00		23,775.00	0.00
217		SRT - Retirement	7,025.00	4,250.00		11,275.00
336		Maintenance & Repair	2,500.00	5,500.00		8,000.00
429	15310	Instructional Supplies	0.00	4,410.00		4,410.00
429	15311	Instructional Supplies	0.00	3,600.00		3,600.00
429	15312	Instructional Supplies	0.00	360.00		360.00
429	15313	Instructional Supplies	0.00	2,970.00		2,970.00
429	15700	Instructional Supplies	0.00	4,700.00		4,700.00
730	15150	Vocational Equipment	0.00	3,725.00		3,725.00
730	15500	Vocational Equipment	0.00	13,000.00		13,000.00
730	15700	Vocational Equipment	10,000.00	114,000.00		124,000.00
730	25700	Vocational Equipment	0.00	14,000.00		14,000.00
71400		Student Body Education - Other				
189		Other Salaries & Wages	328,635.00	27,250.00		355,885.00
201		Social Security	20,000.00	2,500.00		22,500.00
212		Employer Medicare	4,700.00	500.00		5,200.00
790	15000	Other Equipment	0.00	32,500.00		32,500.00
72120		Health Services				
204		State Retirement	13,075.00	7,300.00		20,375.00
204	01500	State Retirement	412.00	128.00		540.00
207	50000	Medical Insurance	7,925.00	3,675.00		11,600.00
499	90200	Other Supplies & Materials	5,000.00		500.00	4,500.00
524	90200	Inservice/Staff Development	1,500.00	500.00		2,000.00
72130		Other Student Support				
123	02425	Guidance Personnel	180,210.00		180,210.00	0.00
130	02425	Social Worker	55,030.00		55,030.00	0.00
524	25700	Inservice/Staff Development	2,500.00		2,500.00	0.00
599		Other Charges	3,000.00	350.00		3,350.00
72210		Regular Education - Support				
189	02425	Other Salaries & Wages	73,950.00		65,000.00	8,950.00
217		TCRS - SRT	2,300.00	1,100.00		3,400.00
499		Other Supplies & Materials	2,500.00	49,500.00		52,000.00

**ELIZABETHTON CITY
SCHOOLS**

GENERAL PURPOSE FUND
BUDGET AMENDMENT
1 GP

Fiscal Year 2023-2024
June 2024

Account Code		EXPENDITURES Description	Approved Budget	Debit Increase	Credit Decrease	Amended Budget
72220		Special Education - Support				
105		Supervisor/Director	68,639.00	24,625.00		93,264.00
201		Social Security	8,600.00	1,250.00		9,850.00
204		State Retirement	11,200.00	1,050.00		12,250.00
212		Employer Medicare	2,000.00	300.00		2,300.00
72230		Vocational Education - Support				
790	25700	Vocational Equipment	10,000.00		8,400.00	1,600.00
790	15700	Vocational Equipment	0.00	1,250.00		1,250.00
72250		Technology Services				
105		Supervisor/Director	48,000.00	21,500.00		69,500.00
121		Data Processing Personnel	222,810.00		10,000.00	212,810.00
350		Internet Connectivity	155,000.00	21,000.00		176,000.00
411		Data Processing Supplies	16,000.00	3,500.00		19,500.00
709	06000	Data Processing Equipment	0.00	6,550.00		6,550.00
72310		Board of Education				
188	01000	Bonus Payments	51,115.00		51,115.00	0.00
189		Other Salaries & Wages	0.00	56,115.00		56,115.00
399		Other Contracted Services	3,000.00	2,500.00		5,500.00
513		Workman's Compensation	180,000.00	20,000.00		200,000.00
524		Inservice/Staff Development	12,500.00	1,500.00		14,000.00
72320		Director of Schools				
348		Postal Charges	3,000.00	450.00		3,450.00
355		Travel	500.00	400.00		900.00
72410		Office of the Principal				
161	01500	Secretary(s)	3,840.00	240.00		4,080.00
201	01500	Social Security	1,106.00	14.96		1,120.96
204	01500	State Retirement	1,691.00		233.72	1,457.28
207		Medical Insurance	200,000.00	20,000.00		220,000.00
208		Dental Insurance	7,100.00	750.00		7,850.00
212	01500	Employer Medicare	259.00	3.16		262.16
72610		Operation of Plant				
166	01500	Custodial Personnel	3,584.00	179.20		3,763.20
201	01500	Social Security	222.00	11.32		233.32
204	01500	State Retirement	443.00	21.76		464.76
207		Medical Insurance	155,000.00	7,500.00		162,500.00
212	01500	Employer Medicare	52.00	2.57		54.57
399		Other Contracted Services	65,000.00	15,000.00		80,000.00
410	01500	Custodial Supplies	0.00	2,000.00		2,000.00
454		Water & Sewer	90,000.00	30,000.00		120,000.00
502		Building & Contents Insurance	150,000.00	21,500.00		171,500.00
72620		Maintenance of Plant				
105		Supervisor/Director	48,000.00		39,000.00	9,000.00
208	05400	Dental Insurance	155.00	50.00		205.00
335		Maintenance & Repair of Buildings	600,000.00	197,804.00		797,804.00
335	60100	Maintenance & Repair of Buildings	0.00	90,000.00		90,000.00

**ELIZABETHTON CITY
SCHOOLS**

**GENERAL PURPOSE FUND
BUDGET AMENDMENT
1 GP**

**Fiscal Year 2023-2024
June 2024**

Account Code		<u>EXPENDITURES</u> Description	Approved Budget	Debit Increase	Credit Decrease	Amended Budget
717		Maintenance Equipment	0.00	20,600.00		20,600.00
790	62000	Other Equipment	0.00	108,620.64		108,620.64
72710		Transportation				
105		Supervisor/Director	4,800.00	11,300.00		16,100.00
105	01700	Supervisor/Director	9,444.00		699.00	8,745.00
146	01700	Bus Drivers	8,800.00	1,200.00		10,000.00
189		Other Salaries & Wages	20,000.00	27,000.00		47,000.00
201		Social Security	9,400.00	3,875.00		13,275.00
201	01700	Social Security	2,369.00	31.55		2,400.55
204		State Retirement	18,790.00	4,475.00		23,265.00
204	01700	State Retirement	4,573.00		276.42	4,296.58
212		Employer Medicare	2,200.00	900.00		3,100.00
212	01700	Employer Medicare	554.00	7.34		561.34
338		Maintenance & Repair of Vehicles	30,000.00	29,750.00		59,750.00
412	01700	Diesel	0.00	1,963.86		1,963.86
340		Medical & Dental Services	3,000.00	1,000.00		4,000.00
524		Inservice & Staff Development	2,000.00	700.00		2,700.00
73100		Food Service				
422	01500	Food Supplies	10,000.00		5,000.00	5,000.00
73300		Community Services				
105	90150	Supervisor / Director	1,000.00	500.00		1,500.00
105	99020	Supervisor / Director	3,000.00	1,400.00		4,400.00
116	99020	Teachers	87,000.00	41,150.00		128,150.00
189	90150	Other Salaries & Wages	15,000.00	2,750.00		17,750.00
189	90160	Other Salaries & Wages	0.00	375.00		375.00
189	99020	Other Salaries & Wages	25,500.00	8,000.00		33,500.00
201	90150	Social Security	995.00	150.00		1,145.00
201	90160	Social Security	0.00	25.00		25.00
201	99020	Social Security	6,510.00	4,300.00		10,810.00
204	99020	State Retirement	4,000.00	5,000.00		9,000.00
207	99020	Medical Insurance	1,200.00	1,200.00		2,400.00
208	99020	Dental Insurance	50.00	25.00		75.00
212	90150	Employer Medicare	230.00	50.00		280.00
212	90160	Employer Medicare	0.00	10.00		10.00
212	99020	Employer Medicare	1,520.00	1,000.00		2,520.00
355	99020	Travel	500.00	1,325.00		1,825.00
422	99020	Food Supplies	15,000.00		10,000.00	5,000.00
499	90150	Other Supplies & Materials	3,575.00	12,850.00		16,425.00
499	99020	Other Supplies & Materials	30,000.00		11,500.00	18,500.00
524	99020	Inservice/Staff Development	2,500.00		2,050.00	450.00
599	99020	Other Charges	5,000.00	550.00		5,550.00

**ELIZABETHTON CITY SCHOOLS
FEDERAL PROJECTS BUDGET
2023-2024**

		<u>ORIGINAL BUDGET</u>	<u>AMENDMENT # 1FP February</u>	<u>AMENDMENT # 2 FP June</u>	<u>AMENDED BUDGET</u>
ESTIMATED REVENUES AND OTHER SOURCES					
46990	Tennessee Parental Leave Reimbursement	0.00	0.00	9,776.00	9,776.00
47100	Federal Funds Received thru State	6,195,538.00	(10,075.26)	0.00	6,185,462.74
47900	Direct Federal Revenue	0.00	458,899.00	0.00	458,899.00
49800	Operating Transfer	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL ESTIMATED REVENUES AND OTHER SOURCES	<u>6,195,538.00</u>	<u>448,823.74</u>	<u>9,776.00</u>	<u>6,654,137.74</u>
ESTIMATED RESERVES					
39000	Unassigned Fund Balance	<u>0.00</u>	<u>0.00</u>	0.00	<u>0.00</u>
	TOTAL ESTIMATED REVENUES AND OTHER SOURCES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
ESTIMATED EXPENDITURES					
INSTRUCTION					
71100	Regular Instruction Program	1,752,151.00	510,325.23	6,155.08	2,268,631.31
71200	Special Education Program	627,808.00	31,499.27	0.00	659,307.27
71300	Vocational Education Program	19,830.00	121.18	(2,174.98)	17,776.20
	TOTAL INSTRUCTION	<u>2,399,789.00</u>	<u>541,945.68</u>	<u>3,980.10</u>	<u>2,945,714.78</u>
SUPPORT SERVICES					
72100	Students	457,469.00	22,387.00	(70,755.02)	409,100.98
72200	Instructional Staff	369,979.00	133,059.08	(414.00)	502,624.08
72250	Technology Services	83,326.00	0.00	0.00	83,326.00
72710	Transportation Services	<u>0.00</u>	<u>20,000.00</u>	<u>9,034.92</u>	<u>29,034.92</u>
	TOTAL SUPPORT SERVICES	<u>910,774.00</u>	<u>175,446.08</u>	<u>(62,134.10)</u>	<u>1,024,085.98</u>
NON-INSTRUCTIONAL SERVICES					
73100	Nutrition Services	0.00	1,000.00	(1,000.00)	0.00
73300	Community Services	110,059.00	(0.25)	0.00	110,058.75
	TOTAL NON -INSTRUCTIONAL SERVICES	<u>110,059.00</u>	<u>999.75</u>	<u>(1,000.00)</u>	<u>110,058.75</u>
Capital Outlay					
76100	Building Improvements	2,772,456.00	(269,077.40)	68,930.00	2,572,308.60
	TOTAL OTHER USES	<u>2,772,456.00</u>	<u>(269,077.40)</u>	<u>68,930.00</u>	<u>2,572,308.60</u>
OTHER USES					
99100	Operating Transfers	2,460.00	(490.37)	0.00	1,969.63
	TOTAL OTHER USES	<u>2,460.00</u>	<u>(490.37)</u>	<u>0.00</u>	<u>1,969.63</u>
	TOTAL EXPENDITURES & OTHER USES	<u>6,195,538.00</u>	<u>448,823.74</u>	<u>9,776.00</u>	<u>6,654,137.74</u>
ESTIMATED REVENUE AND RESERVES OVER EXPENDITURES		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

Account Code		REVENUES Description	Approved Budget	Debit Decrease	Credit Increase	Amended Budget
		Tennessee Parental Leave - Project 995				
46990	995	Tennessee Parental Leave Reimbursement	0.00		9,776.00	9,776.00
		TOTALS	0.00	0.00	9,776.00	9,776.00
			\$9,776.00		Increase in Revenues	
Account Code		EXPENDITURES Description	Approved Budget	Debit Increase	Credit Decrease	Amended Budget
		Carl Perkins - Project 0CP				
71300		Vocational Education Program				
429	OCP	Instructional Supplies & Materials	10,400.00		2,199.45	8,200.55
730	OCP	Vocational Instructional Equipment	1,061.18	24.47		1,085.65
72130		Support Services-Other Student Support				
189	OCP	Other Salaries & Wages	1,800.00	150.00		1,950.00
201	OCP	Social Security	110.00	9.30		119.30
204	OCP	State Retirement	145.00	13.50		158.50
212	OCP	Employer Medicare	25.00	2.18		27.18
355	OCP	Travel	6,000.00	2,000.00		8,000.00
		IDEA, Preschool - Project OPS				
71200		Special Education Program				
429	OPS	Instructional Materials and Supplies	0.00	3,360.19		3,360.19
499	OPS	Other Supplies & Materials	6,335.19		3,360.19	2,975.00
		ESSER 3.0 - Project 933				
72130		Support Services-Other Student Support				
123	933	Guidance Personnel	178,135.00		53,000.00	125,135.00
201	933	Social Security	14,455.00		3,300.00	11,155.00
204	933	State Retirement	21,775.00		5,000.00	16,775.00
206	933	Life Insurance	360.00		50.00	310.00
207	933	Medical Insurance	32,050.00		6,500.00	25,550.00
208	933	Dental Insurance	1,260.00		290.00	970.00
212	933	Employer Medicare	3,385.00		790.00	2,595.00
76100		Capital Outlay				
707	933	Building Improvements	2,044,479.60	68,930.00		2,113,409.60

Account Code		EXPENDITURES Description	Approved Budget	Debit Increase	Credit Decrease	Amended Budget
		ARP Homeless- Project 702				
71100		Special Education Program				
499	702	Other Supplies & Materials	4,109.92		4,034.92	75.00
72130		Support Services-Other Student Support				
599	702	Other Charges	4,000.00		4,000.00	0.00
72710		Transportation				
729	702	Transportation Equipment	20,000.00	9,034.92		29,034.92
73100		Food Service				
422	702	Food Supplies	1,000.00		1,000.00	0.00
		TN All Corps - Project 930				
71100		Reguar Education Program				
116	930	Teachers	202,952.00	23,248.00		226,200.00
163	930	Educational Assistants	159,320.00		8,600.00	150,720.00
201	930	Social Security	22,460.00	615.00		23,075.00
204	930	State Retirement	33,823.00		423.00	33,400.00
207	930	Medical Insurance	80,123.00		2,023.00	78,100.00
499	930	Other Supplies & Materials	12,686.01		12,403.00	283.01
72210		Regular Education Program-Support				
204	930	State Retirement	3,076.00		651.00	2,425.00
207	930	Medical Insurance	3,963.00	237.00		4,200.00
		Tennessee Parental Leave - Project 995				
71100		Reguar Education Program				
116	995	Teachers	0.00	7,667.00		7,667.00
201	995	Social Security	0.00	475.00		475.00
204	995	State Retirement	0.00	464.00		464.00
206	995	Life Insurance	0.00	14.00		14.00
207	995	Medical Insurance	0.00	1,007.00		1,007.00
208	995	Dental Insurance	0.00	38.00		38.00
212	995	Employer Medicare	0.00	111.00		111.00
		TOTALS	2,869,288.90	117,400.56	107,624.56	2,879,064.90
			\$9,776.00		Increase in Expenditures	
			\$0.00		Net Change	

**ELIZABETHTON CITY SCHOOLS
SCHOOL NUTRITION BUDGET
2023-2024**

		<u>ORIGINAL BUDGET</u>	<u>AMENDMENT # 1 SNP JUNE</u>	<u>AMENDED BUDGET</u>
ESTIMATED REVENUES AND OTHER SOURCES				
43000	Charges for Current Services	219,500.00	(22,500.00)	197,000.00
44000	Other Local Revenues	20,000.00	20,000.00	40,000.00
46500	State Education Funds	12,500.00	0.00	12,500.00
47100	Federal Funds Received thru State	<u>1,133,000.00</u>	<u>125,000.00</u>	<u>1,258,000.00</u>
	TOTAL ESTIMATED REVENUES AND OTHER SOURCES	<u>1,385,000.00</u>	<u>122,500.00</u>	<u>1,507,500.00</u>
ESTIMATED RESERVES				
39000	Reserves to be used for Specific Projects	0.00	0.00	0.00
	TOTAL ESTIMATED RESERVES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
ESTIMATED EXPENDITURES				
NON-INSTRUCTIONAL SERVICES				
73100	Food Service	<u>1,385,000.00</u>	<u>122,500.00</u>	<u>1,507,500.00</u>
	TOTAL EXPENDITURES	<u>1,385,000.00</u>	<u>122,500.00</u>	<u>1,507,500.00</u>
	ESTIMATED REVENUE & RESERVES OVER EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

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

**Fiscal Year 2023-2024
4th Quarter - June 2024**

Account Code	REVENUES Description	Approved Budget	Debit Decrease	Credit Increase	Amended Budget
43500	Charges for Services				
43521	Lunch Payments - Children	175,000.00	70,000.00		105,000.00
43522	Lunch Payments - Adults	15,500.00		7,500.00	23,000.00
43525	A La Carte Sales	16,000.00		40,000.00	56,000.00
44000	Recurring Local Revenue				
44110	Investment Income	20,000.00		20,000.00	40,000.00
46500	State Revenue				
46520	School Food Service				0.00
47100	Federal Funds Received thru State				
47111	USDA School Lunch Program				0.00
47112	USDA Commodities	93,500.00		15,000.00	108,500.00
47113	USDA Breakfast	325,000.00		30,000.00	355,000.00
47114	USDA Other	14,500.00		80,000.00	94,500.00
	TOTALS	659,500.00	70,000.00	192,500.00	782,000.00
			\$122,500.00	Increase in Revenues	
Account Code	EXPENDITURES Description	Approved Budget	Debit Increase	Credit Decrease	Amended Budget
73100	Food Service Program				
165	Cafeteria Personnel	430,000.00		36,000.00	394,000.00
204	State Retirement	25,695.00	21,350.00		47,045.00
336	Maintenance & Repair - Equipment	6,000.00		4,100.00	1,900.00
422	Food Supplies	535,110.00	125,000.00		660,110.00
469	USDA Commodities	93,500.00	15,000.00		108,500.00
499	Other Supplies & Materials	48,500.00		12,250.00	36,250.00
599	Other Charges	8,750.00	16,000.00		24,750.00
710	Food Service Equipment	2,500.00		2,500.00	0.00
	TOTALS	1,150,055.00	177,350.00	54,850.00	1,272,555.00
			\$122,500.00	Increase in Expenditures	
		\$0.00		Net Change	

CONTRACTUAL AGREEMENT

This Contractual Agreement, made and entered into this _____ day of _____, 2024, by and between Elizabethton City Schools Board of Education, (herein referred to as "Board of Education"), 804 South Watauga Ave, Elizabethton, TN 37643, and Deborah L. Curlee Communication Consultants, LLC, d/b/a Sidekick Therapy Partners, P.O. Box 32652, Knoxville, TN 37930-2652 (herein referred to as "Sidekick").

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

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

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

WHEREAS Sidekick is an agency with appropriate programs to provide special education services for children who are the responsibility of the Board of Education.

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

The term of this agreement shall be for the 2024-2025 school year, beginning on or about July 1, 2024, in case the Board of Education wishes to utilize Sidekick for summer services, and ending on May 31, 2025, or through July 2025 if seeking extended school year/ESY services. This agreement may be extended for an additional 1-year term at the option of the Board of Education and in the Board of Education's sole discretion, under such terms as Board of Education and Sidekick may mutually agree with respect to such extension(s).

1. The Board of Education shall develop an Individualized Educational Program (IEP) which will be specifically designed to meet the unique needs of each child enrolled with provision for all support materials, equipment, and services necessary for their education and which meets the requirements of State and Federal regulations and law.
2. The Board of Education ensures that the rights and privileges available to children attending schools of the Board of Education shall be available to the children served by Sidekick including the process procedures, protection in evaluation procedures, least restrictive environment, and confidentiality of information.
3. Any Sidekick speech and language services will be provided by qualified speech-language pathologists (SLP or SLPs) who have a master's degree and their Certificate of Clinical Competency or

are completing their Clinical Fellowship period. All Sidekick SLPs are licensed or registered as healthcare providers with the State Department of Health Board of Communication Disorders and Sciences. SLPs may be referred to individually as a therapist or collectively as therapists.

- a) Board of Education agrees for as long as SLPs are available to serve Board of Education's TennCare covered, eligible, and qualified students requiring therapy services (TennCare students) at the therapist's assigned school location, that Sidekick will be the sole and exclusive provider of services at that school location for any TennCare students whose services are billed to a TennCare insurance company (MCO).
- b) Sidekick will be the sole and exclusive provider of services to TennCare students billed to any TennCare MCO at the school locations agreed upon by Board of Education and Sidekick.
 - a. The Board of Education will refer all TennCare students at the school locations to Sidekick for services that can be billed to a TennCare MCO and will not serve such students with its own employees. If Sidekick's therapists do not have the time available on their schedule to serve the referred TennCare student, Sidekick will promptly notify the Board of Education that Sidekick cannot provide services. Upon receipt of notification, the Board of Education may begin serving such students with the Board of Education employees and – after Sidekick has declined services due to lack of therapist availability – may also bill the TennCare MCO for such services.
- c) Sidekick will make reasonable commercial efforts to provide enough qualified therapists to meet the anticipated TennCare and non-TennCare caseload at the school locations. If Sidekick cannot provide enough therapists at a specific school to meet the caseload at that location, then either Sidekick or Board of Education may reduce Sidekick's services at the affected school to the extent Sidekick therapists are not available to serve that specific location. In the case of such a reduction at a specific school location, the Board of Education's therapists may serve the TennCare students previously served by Sidekick and may bill the TennCare MCO for services to those students.
- d) As the school year progresses, Board of Education agrees that it will promptly assign other TennCare students at the school locations to Sidekick who have speech therapy services specified in their IEPs, when and to the extent such TennCare students become available. (The purpose of such assignments throughout the year is to maintain or expand the caseload of Sidekick's therapists in the school locations).
- e) With respect to TennCare students in the school locations served by Sidekick therapists, the Board of Education agrees that it will not refer those students to any other provider or third-party TennCare billing/consulting company (other providers). It is the intention of the parties that Sidekick will continue to work with Board of Education to obtain TennCare MCO authorizations for services, doctor orders or IEP signature pages, IEPs, IEP parental consents, and the like, in connection with all of the TennCare students Sidekick serves in the school locations and that any arrangements Board of Education has with other providers will not interfere with Sidekick's services under this agreement or interfere with Sidekick's therapists serving their own caseload in the school locations. In the event Sidekick cannot serve a TennCare student due to the lack of availability of a Sidekick therapist, then Board of Education may refer such student to other providers for assistance in dealing with the TennCare MCO in connection with services to be provided by Board of Education's own therapists.

4. Mileage and School Pay Services:

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

- Direct Therapy
- TennCare evaluations
- 9-week progress reports to be entered in TN Pulse by Sidekick therapists.

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

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

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

- Participation in IEP meetings if there is a school therapist
- Completion of state-related eligibility documents if there is a school therapist
- Completion of SSI documentation (However, Sidekick can provide our reports as input for this)
- Services at schools where there are less than 10 kids needing services (Though these can be provided via teletherapy)
- Services in homes (Though these can be provided via teletherapy)

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

- 1:1 direct therapy in 20-minute sessions (vs. 30-minute session group sessions) for TennCare-eligible students
 - Note: School Pay student groups are typically seen in 30-minute sessions with no more than 3 students per group
- a) The Board of Education will pay Sidekick a mileage reimbursement rate of forty (40) cents per mile per therapist per day, during the regular school year and during the school summer session (if Sidekick is requested to provide summer services). Mileage shall be calculated as (i) the distance between each Sidekick therapist's nearest clinic/office and the schools that Sidekick can serve in the County or (ii) the distance between the residence of Sidekick's therapist and the schools served, whichever is less. Such mileage reimbursement rate also

includes any travel within the County if Sidekick's therapist is traveling to more than one school in a day.

- b) At Board of Education's request and as mutually agreed by Sidekick, School Pay services may be provided for students whose services cannot be billed to a TennCare MCO.

For any such clinical School Pay services with an in-person or teletherapist, Board of Education will pay:

- **\$80.00 per hour for speech-language therapy services (or \$20.00 for any 15-minute increment thereof)**

- c) Provided additional TennCare students become available during the public school year to receive services from Sidekick, Board of Education will make a reasonable effort (depending on availability of TennCare-covered students) to maintain Sidekick's caseload at each school location served by Sidekick's therapists at the approximate levels of students served during the preceding public school year), including referring during the school year additional TennCare-covered students whose IEPs specify services to Sidekick for therapy at such locations, as such students become available and require services.

5. Teletherapy:

If the Board of Education recommends and Sidekick agrees that teletherapy is appropriate for a student, the Board of Education may request that Sidekick provide teletherapy services to that student in the home or in school.

- a) Sidekick will provide services to the student throughout the year, including over holidays/breaks, if able to schedule
- b) Consistent with students who are seen in-person in school, Sidekick will charge TennCare (in the case of a student covered by TennCare) or will charge Board of Education (in the case of a student not covered by TennCare) for these teletherapy sessions
- c) For students seen by Sidekick via teletherapy not covered by TennCare, Sidekick will charge the Board of Education as noted in section 4b
- d) Sidekick will submit monthly invoices for teletherapy services rendered, with the Board of Education agreeing to reimburse Sidekick for such charges within 30 days of receipt of the invoice
- e) Sidekick agrees to update schedules quarterly. This allows for moving children who qualify for TennCare to 20-minute sessions and billing TennCare for such sessions, rather than the school

If teletherapy is agreed upon, Sidekick will need the following before the start of the school year:

- Rosters
- Master schedule
- IEP access
- Tentative schedule from EA
- EA contact information

If Sidekick has not been given this info by two weeks after the 1st day of school or the agreed upon date, Sidekick will charge 6 hours of school pay per therapist per day (as these therapists were assigned to and held for the district.)

If teletherapy is agreed upon, the Board of Education agrees to:

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

Teletherapy cancellation policy:

- If school is in session and teletherapy sessions are cancelled due to reasons outside of Sidekick control (i.e. EA unavailable, school power outage/internet issues, field trip, assembly/school event, student absent, student has not come to school but still active in the county, student seen at home through the district but cancelled/no show, no show or does not leave 15 minutes for the session, another service/teacher pulled student during speech time, student unavailable for scheduled time, cancellation and all students in the school have been seen/are scheduled to be seen, etc.) and other kids are not able to be scheduled, Sidekick will charge the hourly school pay rate listed in section 4b
- Sidekick teletherapists will not bill for cancellations due to school events, assemblies, or field trips if a 48-hour notice is provided by the school

6. Sidekick will submit monthly invoices for mileage and/or other charges with the Board of Education agreeing to reimburse Sidekick for such charges within 30 days of receiving the invoices.

7. Sidekick agrees to provide professional liability coverage for its employees serving schools under this contract. Proof of such insurance will be provided by Sidekick to the schools upon request.

8. The Board of Education will provide Sidekick with parental consent forms to begin the process of determining if students qualify for services and will provide a copy of the child’s current IEP to Sidekick by the start of the school year. The Board of Education will provide services until Sidekick provides notification that TennCare eligibility has been confirmed and services are authorized.

9. Sidekick shall submit Progress Reports for the grading periods specifying the progress of each TennCare child in achieving the short-term objectives specified in his/her IEP at no cost to the Board

of Education. Sidekick will provide information to special education personnel to allow them to update goals and objectives for each student served, at least, every nine weeks.

10. Sidekick will be responsible for preparing and submitting, at no cost to the Board of Education, all TennCare paperwork for qualifying children.

11. The Board of Education agrees that, should a child's therapy sessions submitted to TennCare be denied for eligibility, Sidekick will immediately stop serving such children, and it will be the Board's responsibility to have its own therapist incorporate such child into their school caseload, or the Board may elect that Sidekick serve the child via school pay.

12. Background Checks:

- a) Sidekick shall require all current employees providing services to Board of Education under this contract to supply a fingerprint sample and submit to a criminal history record check conducted by Tennessee Bureau of Investigation and/or the Federal Bureau of Investigation prior to permitting the employee to have contact with school children or enter the school grounds.
- b) Sidekick will not allow an employee providing services to Board of Education under this contract to come in direct contact with school children or enter the grounds of a school when children are present until the criminal history records check has been conducted.
- c) Sidekick shall not allow an employee providing services to Board of Education under this contract to come in direct contact with school children or with children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records indicate the employer or employee has been convicted of an offense that is classified as a sexual offense or the employee has been convicted as a violent sexual offender as defined in Tennessee Code Annotated § 40-39 – 2002.

13. Sidekick agrees to hold Board of Education harmless on account of any and all claims by third parties for damages due to personal injuries or property damage, arising from a school child using any premises owned or leased by Sidekick, including the use of materials provided by Sidekick for such child, except when such injuries or damages arise in whole or in part on account of the acts or omissions or negligence of Board of Education. Any obligation of Sidekick to indemnify and hold Board of Education harmless is limited to the terms of Sidekick's applicable liability insurance.

14. With respect to services provided by Sidekick to school children under this contract, Board of Education and Sidekick will work cooperatively to ensure that the rights and privileges available to children attending Board of Education shall be available to children served by Sidekick, including, to the extent applicable to Sidekick and the services provided to Board of Education under this agreement, due process procedures, protection in evaluation procedures, least restrictive environment, and confidentiality of information.

15. If due to a change in applicable law or regulation or the interpretation thereof by any court, government agency, authority, or other entity that renders any provision of this Agreement unlawful, unenforceable, economically, administratively impracticable, or difficult of performance (a Law Change), the parties shall initiate good faith negotiations to amend this Agreement to eliminate the adverse effects of such Law Change. If either party determines that the parties are unlikely to agree upon and make alterations to this Agreement to eliminate the adverse effect of the Law Change, or alternatively, either party determines that alterations to meet such requirements are not

commercially practicable, reasonable, and satisfactory, then such party may terminate the Agreement on thirty (30) days prior written notice to the other party. A Law Change also includes any change by (i) a Federal, State, or local legislative, regulatory, judicial, or administrative authority, or (ii) any TennCare Managed Care Organization (MCO) or other third party payor with respect to: clinical or other services provided pursuant to this Agreement, MCO requirements regarding eligibility or qualification for healthcare services, MCO procedures for authorizing, approving, billing or providing payment for healthcare services (including the amount of payment or method of payment), or any other changes that adversely affect the arrangements and services provided to school system students pursuant to this Agreement.

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

17. Sidekick herein agrees to hold Board of Education harmless on account of all claims by third parties for damages due to personal injuries or property damage, arising from each individual child using the premises, including the use of materials by the child, except when such injuries or damage arise in the acts of negligence of Board of Education. Any obligation of the Contractor to indemnify and hold Board of Education harmless is limited to the terms of Contractor's liability insurance.

18. DISCRIMINATION: No person shall on the grounds of race, color, national origin, sex, age or ability to pay, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity operated by Sidekick or the Board of Education, it being the intention of Sidekick and the Board of Education to bind all agencies, disbursing units, or organizations, operating under its jurisdiction and control to fully comply with and abide by the spirit and intent of the Civil Rights Act of 1964.

In Witness Whereof:

Richard VanHuss, Director
Elizabethton City Schools

Date

Krissie Self, COO
Deborah L. Curlee Communication Consultants, LLC
d/b/a Sidekick Therapy Partners

Date

**Elizabethton City Schools
Board of Education
Agreement for Special Education Services
2024-2025 School Year**

This Agreement for Special Education Services (“Agreement”) made this 5th day of July by and between the Elizabethton City Schools (“**BOARD OF EDUCATION**”) with its principal office at 804 South Watauga Ave., Elizabethton, TN 37643 and the State of Tennessee, Department of Education (“the State”) for special education services at the State Special Schools (“**SSS**”).

WITNESSETH

WHEREAS, T.C.A. § 49-10-107 authorizes local education agencies to contract with one another for the provision of special education and related services to students with disabilities.

WHEREAS, **BOARD OF EDUCATION** in order to provide free appropriate public education, finds it necessary to acquire the services of another agency.

WHEREAS, the **SSS**, including the Tennessee School for the Blind and the Tennessee Schools for the Deaf, are agencies having the appropriate programs, capacity, and competence to provide special education services for students who reside within the geographical region of the **BOARD OF EDUCATION** and attend the **SSS**.

NOW, THEREFORE, **BOARD OF EDUCATION** and the **SSS** for the consideration hereinafter named, agree as follows:

1. This Agreement is contingent on the following:
 - a. Each student covered by this Agreement meets the eligibility criteria of Tennessee State Board of Education Rule 0520-04-03 and the admissions criteria of the appropriate **SSS** Policy 6.2030; and
 - b. Each student covered by this Agreement has been evaluated and referred for placement at a **SSS** by his or her Individualized Education Program (IEP) team, that includes a representative from the **SSS**, upon the IEP team’s determination that the **SSS** will provide the student a free appropriate public education in the student’s least restrictive environment.
2. The **BOARD OF EDUCATION** shall maintain the ultimate responsibility to provide student with a free appropriate public education in their least restrictive environment and shall maintain the responsibility for complying with all relevant federal and state special education laws, unless otherwise noted herein.
3. **SSS** in collaboration with **BOARD OF EDUCATION** shall be responsible for developing and implementing an IEP which will be specifically designed to meet the unique needs of the student enrolled with provision for all support materials and services necessary for their education. The IEP shall not be changed or terminated without an IEP team meeting composed of representatives of **BOARD OF EDUCATION** and **SSS** which results in agreement regarding change or termination of the program unless the **SSS**, LEA, and parents agree to amend or modify the IEP in writing instead of convening an IEP team meeting per 34 C.F.R. § 300.324(a).
4. **BOARD OF EDUCATION** is responsible for:
 - a. Providing **SSS** with copies of each student’s educational records within 10 business days of the student’s enrollment at **SSS**;
 - b. Providing extended school year (ESY) services if specified in the student’s IEP;
 - c. Providing homebound services in consultation with **SSS**;
 - d. The provision of transportation to residential and non-residential students, who reside within 90 minutes of the campus, between the student’s home, or other location designated

- e. in the student's IEP, and the SSS campus;
 - f. Providing families the option of transporting residential students to a designated bus stop where a **SSS** charter bus will pick up students and transport to campus;
 - g. Provide a gifted education teacher to consult with SSS staff in the event a student is identified as gifted;
 - h. Filing a truancy petition with the appropriate authorities in the county where the student permanently resides (if applicable);
 - i. Compensating **SSS** for the cost of employing a one to one (1:1) aid, when required by the student's IEP, at **BOARD OF EDUCATION's** district rate.
5. **SSS** is responsible for:
- a. The provision of transportation to residential students, who do not reside within 90 minutes of the campus, between the student's home or other location designated in the student's IEP and the SSS campus.
 - b. Providing a residential program for students who meet the criteria of **SSS** Residential Policy 3.7000;
 - c. Providing access to student's educational records in TN PULSE to **BOARD OF EDUCATION** for each student attending a **SSS**;
 - d. Special education and related services, other than those listed in Section 3 above;
 - e. Hiring a one to one (1:1) aid if specified in the student's IEP;
 - i. Employing one to one (1:1) aid with pay and benefits at **SSS** rate, for which **BOARD OF EDUCATION** will reimburse **SSS** according to **BOARD OF EDUCATION's** rate;
 - ii. **SSS** will document any make-up services missed due to lack of one to one (1:1) services;
 - iii. **BOARD OF EDUCATION** will be responsible for reimbursing **SSS** for any identified cost of temporary substitute aid necessitated by lack or absence of one to one (1:1) aid;
 - iv. One to one (1:1) employee compensation shall not exceed \$ **IDENTIFIED LEA-SPECIFIC AMOUNT**.
6. **SSS** and **BOARD OF EDUCATION** shall collaborate to adopt procedures for implementation of a progressive truancy intervention plan.
7. **SSS** are entities of the State of Tennessee. Any and all monetary claims against the State of Tennessee, its officers, employees, and agents in their official capacities shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee and shall be limited to those provided for in T.C.A. § 9-8-307.
8. Nothing in this Agreement shall relieve the **BOARD OF EDUCATION** of their obligation to ensure students served at **SSS** are provided a free appropriate public education in accordance with state and federal special education law.
9. The term of this Agreement is from **July 1, 2024** to **June 30, 2025**. The Parties may, upon mutual agreement, terminate this Agreement at any time.

WITNESS THEREOF, parties have executed this AGREEMENT the day and year first above written.

BOARD OF EDUCATION:

Richard VanHuss, Director of Schools

State Special Schools:

A handwritten signature in black ink, appearing to read 'JM', with a long horizontal flourish extending to the right.

Josh Mason, Executive Director of State Special Schools

TENNESSEE DEPARTMENT OF EDUCATION:

Lizzette Reynolds, Commissioner



Elizabethton Regular Session Agenda Item Summary

- Date:** July 11, 2024
- Agenda Item:**
- Prepared By:** Jason Shaw, Chief of Police
- Subject:** Resolution to Approve 2024 School Resource Officer Agreement with Elizabethton City Schools and Grant from the State of Tennessee.
- Background / History:** The City has had an officer at Elizabethton High School since 1999, at T.A. Dugger Jr. High since 2010, and officers at all three City Elementary Schools since 2019. These positions have been funded over the years by a combination of funds from the general fund, funds from City Schools, and various grant programs. The School Resource Officer Program is a valuable asset to the city and the school system.
- Findings/Current Activity:** The State of Tennessee created a grant program administered by the TN Department of Safety and Homeland Security to supply funding to cities and counties in the state to insure all public schools have a full-time certified law enforcement officer serving as an SRO in each school. This grant program and its funding is set up to be an annually-recurring program. To qualify for the grant and receive the funding, the City of Elizabethton, Elizabethton City Schools, and the Elizabethton Police Department must accept the grant conditions in the form of adopting the attached Memorandum of Understanding. Additionally the City and Elizabethton City Schools have developed an addendum to the MOU to address additional items that have historically been addressed in previous MOU's.

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

Action options / Recommendations: Approve the resolution giving the Mayor authority to sign attached agreements and grant related documents.

Attachments:

[TN 2024 SRO Grant MOU.pdf](#)

[TN 2024 SRO_Grant_Attachment A.pdf](#)

[TN 2024 SRO Grant Attachment B.pdf](#)

MEMORANDUM OF UNDERSTANDING
BETWEEN

CITY OF ELIZABETHTON
AND
ELIZABETHTON POLICE DEPARTMENT
AND
ELIZABETHTON CITY SCHOOLS

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

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

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

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

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

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

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AS A PUBLIC RECORD PURSUANT TO TENN. CODE ANN. § 10-7-504(p)**

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

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

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

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

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

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

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

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

V. QUALIFICATIONS OF AN SRO.

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

VI. TRAINING FOR AN SRO AND SCHOOL PERSONNEL.

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

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

VIII. GENERAL DUTIES OF AN SRO.

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

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

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

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

- D. The SRO may act as an instructor for the Drug Abuse Resistance Education (“D.A.R.E.”) and for other related short-term programs at the assigned school if requested by the head of the school and approved by the Sheriff or Chief of Police.
- E. Upon approval of the Sheriff or Chief of Police, an SRO may be assigned to investigate incidents relating to thefts, alcohol or drug use, or any other crime occurring at the school in which the SRO is assigned.
- X. DISMISSAL AND REASSIGNMENT OF AN SRO. In the event the head of the school to which an SRO is assigned determines that the assigned SRO has failed to perform his/her duties and responsibilities, he/she may make a written request to the Superintendent or Director to request reassignment of the SRO including the reasons supporting the request. If the Superintendent or Director determines the request is valid, the Superintendent or Director shall promptly forward the written request to the Sheriff or Chief of Police for his/her consideration. The Sheriff or Chief of Police may, in his/her complete discretion, request a meeting with the head of the school to which an SRO is assigned and the SRO to determine whether reassignment is appropriate. The Sheriff or Chief of Police may request the Superintendent or Director to attend the meeting. If a meeting is held, the Sheriff or Chief of Police shall take the comments and written request into consideration in determining whether the SRO will be reassigned. Should the Sheriff or Chief of Police determine a meeting with the head of the school to which an SRO is assigned would not be advantageous, the Sheriff or Chief of Police shall determine whether the SRO shall be reassigned based on the information provided to him/her. The authority to reassign an SRO shall be in the complete discretion of the Sheriff or Chief of Police.
- XI. RECORDS. The SRO will maintain detailed and accurate records of all actions taken by the SRO and general operations relating to the SRO program and shall submit those records to the Sheriff’s Office or Police Department.
- XII. TERM. The initial term of this MOU shall commence on the date this MOU is fully executed by the Parties and shall continue until June 30, 2025. The grant funding program requires an annual application for funding and an annual execution of an MOU.
- XIII. TERMINATION.
- A. Termination for Convenience. Any Party may terminate this MOU at any time by providing thirty (30) calendar days’ written notice to the other Parties. Notice shall also be given to the Tennessee Department of Safety and Homeland Security. Such termination shall not affect in any manner any prior existing obligations between the

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

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

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

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

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

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

XVIII. GENERAL TERMS.

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

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

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

City: City of Elizabethton
136 South Sycamore Street
ATTN: Daniel Estes, City Manager
Elizabethton, TN , 37643

Chief of Police Jason Shaw, Chief of Police
136 South Sycamore Street
Elizabethton, TN,37643

LEA Elizabethton City Schools
804 South Watauga Avenue
ATTN: Richard VanHuss, Director of Schools
Elizabethton, TN 37643

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

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

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

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

Signature of LEA or Public Charter School

Signature of Mayor

DATE: _____

DATE: _____

Signature of Chief of Police

DATE: _____

Attachment A follows this page

**ATTACHMENT A
 SCHOOLS COVERED BY THIS MOU**

School Name East Side Elementary	
Address 800 Siam Road	
City Elizabethton	TDOE Directory School # 101-010

School Name Harold McCormick Element:	
Address 226 Cedar Avenue	
City Elizabethton	TDOE Directory School # 101-020

School Name West Side Elementary Scho	
Address 1310 Burgie Street	
City Elizabethton	TDOE Directory School # 101-030

School Name T.A. Dugger Junior High Scl	
Address 305 West E Street	
City Elizabethton	TDOE Directory School # 101-025

School Name Elizabethton High School	
Address 907 Jason Whitten Way	
City Elizabethton	TDOE Directory School # 101-035

School Name	
Address	
City	TDOE Directory School #

School Name	
Address	
City	TDOE Directory School #

ATTACHMENT B

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

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

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

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

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

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

Signature of LEA

Signature of Chief of Police

DATE: _____

DATE: _____

Memorandum of Understanding



In support of creating a pool of highly qualified teacher candidates **Maryville College Educator Preparation Program (EPP)** and **Elizabethton City Schools Local Education Agency (LEA)** make the following agreements:

I. Both parties will:

- A. Work collaboratively to identify EPP recruitment goals based on identified LEA projected employment needs.
- B. Commit to transparency, authenticity, and shared ownership of teacher candidate success.
- C. Provide comprehensive coaching, support, and mentoring to candidates.
- D. Model professional behaviors as reflected in the [TN Teacher Code of Ethics](#) and promote the [MC EPP Candidate Professional Dispositions](#).
- E. Use evaluation instruments to assess candidate performance and provide regular feedback to candidates.
- F. Meet annually at the Maryville College Educator Preparation Program Advisory Council (MC EPPAC) meeting for the purpose of
 1. reviewing and discussing opportunities for improvement in the process for candidate screening.
 2. examining and sharing relevant data.
 3. creating annual partnership goals and reviewing MOUs.
- G. Collaboratively explore opportunities to establish a dual enrollment program for future teachers.

II. The EPP will:

- A. Provide supervision for field experiences and clinical practice. All Clinical Supervisors must meet the following criteria:
 1. Master's Degree in Education or Education-related field.
 2. three years of experience in teaching in K-12 schools.
 3. experience teaching and/or supervising in the content area of supervision.
- B. Ensure that all teacher candidates maintain a current background check. A list of candidates who are eligible for field placements will be provided in advance of the placement by the EPP administrative assistant to the school district designee.

- C. Inform all candidates of their obligation to observe all District and School policies. Candidates shall be subject to the rules, regulations, and policies of the School System and Maryville College, including recognizing the confidential nature of information regarding pupils and their records, and performance during emergency situations.
- D. Designate the Clinical Practice Coordinator, **Dr. Alesia Orren**, as the liaison for any problems arising during field/clinical experiences.
- E. Initiate field placement requests. Field placement requests are supervised by individual faculty members in consultation with the classroom teacher and building level administrator.
- F. Initiate clinical placement requests. All clinical placements (formerly known as student teaching) are made by the Clinical Placement Coordinator in consultation with the building level administrator. Candidates are assigned to the co-selected clinical mentor. Factors considered include: clinical mentor content area of expertise, years' experience, availability, LOE, and alignment of dispositional traits with candidate dispositions. Specific mentors may be requested by the Clinical Placement Coordinator, but the building level administrator serves as the liaison for the placement and ultimately decides.

III. The LEA will:

- A. Provide Clinical Mentors for field experiences and clinical placements. All Clinical Mentors must meet the following minimum criteria (unless the building level supervisor determines that all criteria cannot be met):
 - 1. 3 years teaching experience.
 - 2. LOE score of 4 or above.
 - 3. hold an active Tennessee license with an endorsement in the area or a closely related area where they will be supervising the candidate.
- B. Participate in EPP activities that promote the partnership (Clinical Launch meeting, candidate screening, mock interviews, alumni panels, guest lectures...).
- C. Allow candidates to experience the classroom environment to the degree appropriate (field experiences less involved vs clinical experience full involvement).
- D. Provide on-going feedback and meet regularly with candidates to discuss progress.
- E. Communicate regularly with the Clinical Supervisor to ensure comprehensive support of candidates.

- IV. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX the Education Amendments of 1972, Section of 504 of the Rehabilitation Act of 1973, Executive Order 11,246, ADA, and the related Regulations of each. Each party assures that it will not unlawfully

discriminate against any individual because of race, religion, creed, color, gender identity, sexual orientation, age, mental or physical disability, or national origin.

- V. No provision of this agreement shall act or be deemed to be a waiver by the LEA of any immunity or of any provision of the TENNESSEE GOVERNMENTAL TORT LIABILITY ACT. Tenn. Code Ann. 29-20-101 et seq. Any liability to the EPP or third parties for any claims, damages, losses, or costs arising out of, or related to acts performed by the LEA under this agreement will be governed and limited by the provisions of the Tennessee Governmental Tort Liability Act, Tenn. Code. Ann 29-20-101 et seq.

VI. Indemnification

- A. Each party will be responsible for personal injury and/or damage resulting from the negligence of their performing any responsibility specifically required under the terms of this agreement. Each party shall indemnify and hold harmless the other party, its trustees, officers, agents, students, and employees, from any judgments, damages, costs and expenses, including reasonable attorney's fees from any claim, action or proceeding to the extent arising out of its own negligent acts or omissions in the performance of this Agreement. Indemnitor's obligations as set forth in the preceding sentence are conditioned upon:
- (i) Indemnitee promptly notifying Indemnitor of any claim, demand or action, or any incident of which indemnitee has actual or constructive knowledge, which may reasonably result in a claim, demand or action, and for which Indemnitee will look to Indemnitor for indemnification under this Section;
 - (ii) indemnitee, its directors, officers, agents, students, and employees, cooperating fully with indemnitor in Indemnitor's investigation and review of any such claim, action or incident; and,
 - (iii) indemnitee not entering any admissions, agreements or settlements which may affect the rights of Indemnitee or indemnitor without the prior written consent and approval of Indemnitor. Indemnitor reserves the right; in its sole discretion, to assume the defense of indemnitee in any such claim, action or proceeding. Damages recoverable against the LEA shall be expressly limited by the Tennessee Governmental Tort Liability Act, Tennessee Code Annotated, Section 29-20-101 et seq.

VII. Notification of Claims

The parties agree to notify each other as soon as possible in writing of any incident occurrence, or claim arising out of or in connection with this Agreement, which could result in a liability or claim of liability to the other party. Further, the notified party shall have the right to investigate said incident or occurrence and

**Dual Enrollment Agreement for Community Colleges
Between
Northeast State Community College
and
Elizabethton City Schools**

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

OVERVIEW

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

Dual Enrollment Courses must be:

- Listed in the Institution’s catalog and use the course syllabus, including outcomes and requirements, and text and materials approved by the respective Institution department.

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

In order to participate in a Dual Enrollment Course, Students must submit the following to the High School Programs Office at Northeast State Community College:

- A completed application for admission signed by the Student;
- Required signatures from Student and parent or legal guardian of the Student.
- A form of identification
- A high school transcript
- ACT scores if applicable
- Students must have **one** of the following to enroll in a university parallel dual enrollment course: a 3.60 cumulative, unweighted high school G.P.A.; a 3.25 – 3.59 cumulative, unweighted GPA and a recommendation from a counselor or a high school administrator; or college-level Accuplacer placement test scores.

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

A. RESPONSIBILITIES OF THE PARTIES

A.1 The Institution:

- Is responsible for ensuring that a qualified faculty or adjunct faculty member with a Master’s degree and eighteen (18) graduate level hours in the teaching area is the instructor for the Dual Enrollment Course for any general education course.

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

A.2. The High School shall:

- Award high school graduation credit(s) for each Dual Enrollment Course successfully completed.
- Provide appropriate classroom space and instructional equipment, as determined by the Institution, for Dual Enrollment Courses offered on the High School campus.
- Pursuant to 0520-01-03-.03(7)(b) of the Tennessee Board of Education Rules, Regulations, and Minimum Standards for the Governance of Tennessee Public School (1994), retain the right to observe and supervise instruction, which is conducted on the High School campus during regular school hours.
- Agree to follow the Institution's academic calendar for all Dual Enrollment Courses if requested by the Institution.
- Provide Institution with any grade reporting sheets or attendance reporting sheets that Institution will be requested to complete for Students.
- Ensure that each Student applies for the Dual Enrollment Lottery Grant and any other Tennessee Student Assistance Corporation ("TSAC") grants available to pay for Dual Enrollment Courses prior to the deadlines set by TSAC.
- Not permit any Student to enroll in a Dual Enrollment Course unless that Student has either (i) provided to High School health information that establishes that the Student has complied with the recommended immunization schedule for measles, mumps, rubella and varicella for adults, issued by the Center for Disease Control and Prevention Advisory Committee on Immunization Practices or (ii) provided to High School documentation that meets the requirements of Rule 0140-02-09-.03 of the Tennessee Board of Regents regarding exemptions from vaccination requirements.
- Ensure that Students enrolling in a nursing, laboratory or allied health profession Dual Enrollment Course are aware of the need to comply with immunization requirements of entities providing clinical experiences associated with such courses.
- Ensure that each Student completes a waiver form indicating that the Student has received detailed information about (i) the recommended immunization schedule for measles, mumps, rubella and varicella for adults, issued by the Center for Disease Control and Prevention Advisory Committee on Immunization Practices and the availability and effectiveness of the recommended vaccines and (ii) the risk factors

for hepatitis B infection and the availability and effectiveness of vaccine for persons who are at risk of the disease.

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

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

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

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

AGREEMENT TERM:

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

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

C. FACULTY/COSTS

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

parties agree that the primary employer of a Dual Enrollment Course instructor (Institution or High School) shall be responsible to arrange and compensate, if required, a substitute in the event that the instructor will be absent for a class meeting.

- C.2. In the event the instructor is provided and compensated by the Institution, such compensation will be based upon applicable Institution policies as to Institution faculty.
- C.3. In the event the instructor is provided and directly compensated by the High School, such compensation will be based upon applicable High School policies and no funds shall be due to the High School from the Institution unless otherwise specified in Section C.6 below. This does not prevent the Institution from entering into separate agreements with instructors who are also employees of the High School to engage such instructors as adjuncts.
- C.4. All costs associated with enrollment of Students in Dual Enrollment Courses that are not covered by amounts received under the Tennessee Dual Enrollment Lottery Grant, Middle College Scholarship, or any other TSAC grant intended to pay for the costs of a particular Student's enrollment in a Dual Enrollment Course (collectively, "Grant Monies") shall be the responsibility of the Student or Student's parent or legal guardian. Institution shall invoice Students or the Student's parent or legal guardian in accordance with the terms of the enrollment agreement documents between the parties. The costs shall be as set forth in Sections C.5. and C.6.
- C.5. For Dual Enrollment Courses held at Institution's facilities, the per Student cost per Dual Enrollment Course shall be equal to the per student cost that the Institution has set as the per student cost for enrollment in such course by other students of the Institution (the "Institution's Class Cost"). The Institution's Class Cost includes the cost of providing the instructor, classroom space, all maintenance and mandatory fees, textbooks and other class materials. The Institution's Class Cost will not include any fees that the Tennessee Higher Education Commission has determined may not be charged for Dual Enrollment Courses. The parties acknowledge that the per student enrollment cost for each course the Institution offers, and all fees are approved by TBR and available for review by High School upon request.
- C.6. In the event the instructor is provided and directly compensated by the High School, such compensation will be based upon applicable High School policies. The Institution shall reimburse the High School based upon the Institution's applicable policies as to adjunct faculty. The maximum liability shall not be subject to escalation for any reason or increased unless this Agreement is amended. If any extension of the term of this Agreement necessitates additional funding, the increase in the Institution's maximum liability will also be affected through an amendment to the Agreement.
- C.7. In the event that a Student drops a Dual Enrollment Course by the Institution's Drop/Add Deadline, Grant Monies will be returned to TSAC in accordance with Institution and TSAC policies.

D. TERMS AND CONDITIONS:

- D.1. Required Approvals. The Institution is not bound by this Agreement until it is approved by the appropriate officials in accordance with applicable Tennessee laws and regulations as shown on the signature page of this Agreement.
- D.2. Modification and Amendment. This Agreement may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials.

- D.3. Performance. Each party agrees to work in good faith to achieve the objectives of this Agreement.
- D.4. Termination. Either party may terminate this Agreement with or without cause for any reason by providing written notice to the other party. However, in no event shall termination be effective until the end of the academic year then in progress.
- D.5. Nondiscrimination. Each party hereby agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of either party on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State constitutional or statutory law.
- D.6. State and Federal Compliance. Each party shall comply with all applicable State and Federal laws and regulations, including without limitation with the Family Educational Rights and Privacy Act (FERPA) (collectively, the "Laws"). Each party agrees that its officers, employees and agents will use personally identifiable information from an education record disclosed pursuant to this Agreement only for the purposes for which the disclosure was made and not for any other purpose unless permitted by the Laws or necessary in order to comply with this Agreement. For purposes of clarity, the parties acknowledge that Students enrolled in Dual Enrollment Courses are students of both the Institution and the High School with educational records created by the instructors of such Dual Enrollment Courses being records of both the Institution and the High School. The parties further acknowledge that the Laws applicable to educational records held by the Institution differ from those applicable to educational records held by the High School and agree that the Laws applicable to educational records held by the Institution shall apply only to the Institution, and the Laws applicable to educational records held by the High School shall apply only to the High School. The personally identifiable information may not be disclosed or re-disclosed by either party to any but the other party without prior written consent of the Student, the parent or legal guardian of the Student, or as otherwise permitted by FERPA or this Agreement.
- D.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.
- D.8. Severability. If any terms or conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
- D.9. Communications and Contacts.

The Institution:

Dr. Connie Marshall
Vice President for Academic Affairs
Northeast State Community College
2425 Highway 75
Blountville, TN 37617

The School System:

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

**Memorandum of Understanding
between
Elizabethton City School Board of Education
and
Frontier Health**

This is a Memorandum of Understanding (MOU) between Elizabethton City Board of Education and Frontier Health for the purpose of establishing and maintaining effective working relationships in developing and implementing behavioral health counseling services provided in the school setting. The term of the MOU commences August 1, 2024 and extends through July 31, 2025, but is renewable thereafter by written agreement of both parties. In the event that any one or more provisions of this agreement are deemed null, void, or unachievable due to unforeseen events, the parties shall renegotiate or terminate the remaining provisions of this agreement within 30 days of written notice by either party.

- I. Frontier Health agrees to:
 - A. In accordance with school safety and mental health service needs, Frontier Health will provide a School-Based Behavioral Health Liaison (SBBHL) to provide early intervention, prevention, consultation, assessment, and referral services to Elizabethton City Schools at **Harold McCormick Elementary and East Side Elementary Schools.**
 - B. Be accountable for mental health services performed by Frontier Health staff and will provide supervision of Counselors.
 - C. Warrant that all School-Based Behavioral Health Liaison employees who will provide services under this contract are duly certified, trained and licensed, and accredited to offer and perform such services.
 - D. Carry and maintain adequate professional and/or liability insurance to provide coverage for Frontier Health's conduct and duties in the fulfillment of this contract.
 - E. Hold the Elizabethton City Board of Education, its employees, agents and assigns harmless from any negligent wrongful acts, omissions, misfeasance, or malfeasance on the part of its officers, agents or employees in the performance of its duties and responsibilities pursuant to the terms and provisions of this contract, and shall maintain liability insurance not less than \$1,000,000.00 and provide evidence of such insurance to the Elizabethton City Board of Education.
 - F. Follow and monitor all policies and procedures of Elizabethton City Schools, including behavioral health services.
 - G. Provide feedback to Elizabethton City staff on students referred as to status of the referral situation when Frontier Health has the appropriate releases necessary to provide the requested information.
 - H. Assist the Elizabethton City Board of Education with data collection for counseling data as requested.
 - I. Provide supplies and materials needed for counseling services by Frontier Health staff.

- J. Individuals engaged by Frontier Health to perform services under this contract shall not be considered employees of the Elizabethton City School System and shall not be entitled to benefits or compensation arising there from, other than those specifically provided for in this contract.
- K. Follow the guidelines of TCA 49-5-413; require all employees in a position requiring proximity to, or providing direct student care, to submit to a fingerprinting and criminal history records check to be conducted by the Tennessee Bureau of Investigation prior to permitting the person to have contact with the children or enter school grounds. A copy of the results of the investigation will be provided to the Elizabethton City Board of Education. No employee of Frontier Health whose records check indicates that he/she has been convicted to an offense that is classified as a sexual offense or a violent sexual offender as defined in TCA 40-39-202 shall be allowed to enter the school grounds.
- L. Frontier Health staff will provide school-based behavioral health interventions and will monitor student progress based on those interventions in accordance with Tier II expectations on the Student Behavioral Support Structure Model.
- M. Frontier Health acknowledges that the provision of any services to students identified as having a disability, shall be in accordance with the student's Individualized Education Program (IEP), any behavior intervention plan, Section 504 Plan, and any applicable Board policies.
- N. Frontier Health shall require all employees to immediately report to the school administrator instances where a student communicates a serious threat of harm to him/herself or others.
- O. In the event of an unexpected school closure, Frontier Health School-based Liaison will remain available to assigned schools to provide virtual/distance services for identified students and faculty as needed.

II. Elizabethton City Board of Education agrees to:

- A. Follow all policies and procedures of Frontier Health pertaining to confidentiality unless otherwise provided by law.
- B. Respect the boundaries set by Frontier Health and Elizabethton City Board of Education for adherence regarding requiring parental permission to be obtained before a student can receive services from Frontier Health staff
- C. Handle all mental health emergencies, including those clients of Frontier Health Systems, in the same manner noted for all students enrolled in the Elizabethton City Schools when Frontier Health is not on site. Elizabethton City Schools may contact Frontier Health staff for consultation via telephone.
- D. Provide space, utilities, maintenance, housekeeping, security, and safe access as available. Strive to obtain the most confidential space available for counseling site.
- E. Provide access to students during instructional time according to mutually developed procedures, preferable study hall period or other non-academic time.

- F. Participate in quality assessment activities.
- G. Provide demographic and disciplinary data to Frontier Health staff as needed for program assessment use as defined in the outcome data requirements of the State Contract for SBBHL services.
- H. Provide a school-based liaison/contact (Elizabethton City Schools employee identified by the school and agreed upon by Frontier Health) between Elizabethton City Board of Education and Frontier Health whose duties include monitoring scheduling, team collaborations, and policy adherence and updates. In order to enhance the effectiveness of the SBBHL program, the principal/assistant principal/Director of Schools will be available as needed to address SBBHL concerns and issues related to school-based services.
- I. Provide a referral base from school counselors, teachers, and school nurses as appropriate. Assist with completion of periodic student survey and access to student and staff demographics in accordance with the evaluation policy.
- J. Refer Child Abuse and Neglect incidents to the Department of Children Services per Elizabethton City Department of Education Board policy.

In order to enhance the effectiveness of the SBBHL program, Assurances:

- III. Both parties agree to comply with the following statuses, regulations, standards, policies and procedures in the operation of the program which is the subject of this MOU:
 - A. All applicable federal and state laws and regulations for the assurance of the individual rights of clients served by the program.
 - B. In accordance with Titles VI and VII of the Civil rights Act of 1964, as amended, Sections 503 and 504 of Rehabilitation Act of 1978, as amended, and Age Discrimination Act of 1975, and subsequent amendments, and regulations developed pursuant thereto, to the effect that no person shall, on the grounds of handicap, race, sex, age, religious affiliation, or national origin be excluded from participation in, or be denied benefits of, or be otherwise subject to the discrimination in the performance of this MOU or in the employment practices of either party.
- IV. Other Provisions:
 - A. This MOU, together with the other agreements specifically required herein, represents the entire agreement between the parties. All previous communications between parties, either verbal or written, are hereby superseded or abrogated. Any modification or deletion of any of the terms and conditions of the agreement shall not be binding unless agreed to by all parties in writing.

- B. This Agreement is based solely on the funding from the Tennessee Department of Mental Health and Substance Abuse Services (TDMHSAS) and is therefore contingent upon such funding and will be terminated at any time such funding is no longer available.
- C. The determination of school systems for funded SBBHL services is at the discretion of TDMHSAS. Placement of SBBHL staff is based on mutually agreed upon individual schools within the school district between Frontier Health and the school system. This is subject to change given the needs within the school systems or other school systems, with 60 days' notice to the school system and based on appropriation of available staff.
- D. Neither Party is, nor shall be deemed to be, an employee, agent, or legal representative of the other Party for any purpose. Neither Party shall be entitled to enter into any contracts in the name of, or on behalf of the other Party, nor shall either Party be entitled to pledge the credit of the other Party in any way or hold itself out as having the authority to do so. Neither party shall engage in the recruitment, solicitation, enlistment, or contracting of active employees of the other party for the purpose of employment during the duration of this agreement, and shall avoid the hiring of active contracted employees who are working in positions identified within this agreement.

The signatures below represent agreement of both parties with the understanding outlined in this document.

Elizabethton City Director of Schools

Date

Frontier Health Representative

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: Dell Optiplex 3020 Tower from Ryan White's class - 19 Total
Service tags - hclfk2, frxhb2, hcn9kb2, hqghkb2,
Frqwhb2, helhkb2, hca bkb2, halgk b2, heq 9kb2,
h cphkb2, hephkb2, hcmgkb2, frzhb2, Frq0jb2
her9kb2, hcnfkb2, hembkb2, hepck b2, hcnbkb2

INVENTORY TAG NUMBER: Voc tag # 64772, 64766, 64760

METHOD OF SALE/DISPOSAL: trash by ECS IT

SCHOOL/BUILDING WHERE ITEM IS HOUSED: EHS

SALE/DISPOSAL AUTHORIZED BY: *Ben Albert* DATE: 6/20/24
Principal

AUTHORIZED BY: _____ DATE: _____
Director of Schools

AUTHORIZED BY: _____ DATE: _____
Board Chairman

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	Descriptor Code: 2.403	Issued Date: 07/16/24
		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	Descriptor Code: 2.806	Issued Date: 07/16/24
		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	Descriptor Code: 3.202	Issued Date: 07/16/24
		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	Descriptor Code: 3.205	Issued Date: 07/16/24
		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 A teacher who observes or otherwise has knowledge of an assault and battery or an act of vandalism
23 endangering life, health, or safety committed by a student on school property shall immediately report
24 such action to the principal of the teacher's school. The principal shall immediately call law enforcement
25 officials and the Director of Schools in cases involving illegal entry, assault and battery resulting in
26 serious personal injury or involving the use of a weapon, building damage, theft, vandalism endangering
27 life health, or safety, or valid threats of mass violence.⁴ The Director of Schools/designee is authorized
28 to sign a criminal complaint and press charges. The Director of Schools shall report all signing of such
29 complaints to the Board.

30

31

32 **LAW ENFORCEMENT SERVICES**¹

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

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

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

41 **CYBERSECURITY⁶**

42 The Director of Schools/designee shall develop an administrative procedure regarding the district's
43 cybersecurity plan to identify cybersecurity risks, implement mitigation planning, and protect
44 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>	Descriptor Code: <h3 style="text-align: center;">4.201</h3>	Issued Date: <h3 style="text-align: center;">07/16/24</h3>
		Rescinds: <h3 style="text-align: center;">4.201</h3>	Issued: <h3 style="text-align: center;">10/16/08</h3>

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	Descriptor Code: 4.213	Issued Date: 07/16/24
		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: <b style="text-align: center;">Grading System <b style="text-align: center;">PROPOSED	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: Zero Tolerance Offenses PROPOSED	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: Suspension PROPOSED	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: <h2 style="text-align: center;">Admission of Suspended or Expelled PROPOSED Students</h2>	Descriptor Code: <h3 style="text-align: center;">6.318</h3>	Issued Date: <h3 style="text-align: center;">07/21/22</h3>
		Rescinds: <h3 style="text-align: center;">6.318</h3>	Issued: <h3 style="text-align: center;">01/16/14</h3>

- 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: 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

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 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.

19 VISITOR CONDUCT

20 Persons who come onto school property shall be under the jurisdiction of the site administrator/designee.
21 Individuals who come onto school property or who contact employees on school or district business are
22 expected to behave accordingly. The Director of Schools shall develop a visitor code of conduct to be
23 presented to the board attorney, and then, approved by the Board.³ This code shall prohibit the following:

- 24 ● Cursing and use of obscenities;
- 25 ● Disrupting or threatening to disrupt school or office operations;
- 26 ● Acting in an unsafe manner that could threaten the health or safety of others;
- 27 ● Verbal or written statements or gestures indicating intent to harm an individual or property; and
- 28 ● Physical attacks intended to harm an individual or substantially damage property.

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 Restitution will be required from a visitor if their behavior/actions result in a fine being levied on the
18 school/district by a governing body. Failure to pay restitution may result in additional prohibition from
19 attendance at district events and campus visitation.

21 The principal shall contact law enforcement officials when he/she believes the situation warrants such
22 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 Schools
Code of Conduct for Families, Volunteers, and Visitors
Authority 2024 Tenn. Pub. Acts 810

I. Statement of Purpose

In order to foster a climate and culture of appropriate language, respect for the person and property of others and maintenance of a safe, secure and peaceful educational setting that promotes learning and positive character development, this Code of Conduct applies to all families, volunteers and visitors who are present at school, in person or virtually, and at school-sponsored activities, meetings, and/or functions during and after regular school hours.

II. Visitors to School Property

Anyone who is not a regular staff member or student at the school is considered a “visitor.”

III. Conduct Prohibited on School Property

All persons on school property or attending a school function shall conduct themselves in a respectful and orderly manner. No person shall:

1. Act in a threatening manner toward any staff member or student;
2. Approach someone else’s child in order to discuss an issue or chastise them.
3. Injure any other person or threaten to do so;
4. Damage or destroy school property, or threaten to damage or destroy school property or the property of a teacher, administrator, other district employee or any other person lawfully on school property;
5. Disrupt classes, school programs or other school activities;
6. Record or videotape any interactions within the school building where there is an expectation of privacy (classroom instruction, conversations with teachers, students, staff), unless all participants to the conversation have given their permission for the recording or videotaping;
7. Disrupt school transportation or confront transportation staff on the bus, the road, in neighborhoods, or on school system grounds, or enter upon a school bus without express permission to do so;
8. Distribute or wear materials on school grounds or at school functions that are suggestive and inappropriate, obscene, advocate illegal action, promote alcohol or illegal substances, obstruct the rights of others, or are disruptive to the school program;
9. Intimidate, harass or discriminate against any person on the basis of race, color, national origin, religion, age, sex, disability or other characteristic protected by law;
10. Enter any portion of the school premises without authorization or remain in any building or facility after it is normally closed;
11. Violate the traffic laws, parking regulations, or pick-up/drop-off procedures or other restrictions of vehicles while on school property;
12. Possess, consume, sell, distribute or exchange alcoholic beverages, tobacco, tobacco products, vaping products, controlled substances, or be under the influence on school property or at school functions;
13. Possess or use firearms or dangerous weapons in or on school property or at any school function, except in the case of law enforcement officers or as otherwise provided by law;
14. Loiter on school property or at school functions;

15. Refuse to comply with any reasonable order of identifiable school district officials performing their duties;
16. Incite others to commit any of the acts prohibited by this code;
17. Violate any federal or state statute, local ordinance, or Board policy while on school property or while at a school function; or
18. Any behaviors or actions that result in a person's ejection and/or removal from an athletic event in which the school is fined by a governing body.

IV. Consequences for Violating the Code of Conduct (verify)

Together with school security, principals/designees have the authority to enforce this Code of Conduct as well as all district policies and procedures and are authorized to determine the appropriate offense level outlined below. Penalties for lack of adherence to this Code of Conduct shall be enforceable by the board of education and by local law enforcement officers if necessary. No restriction, however, will prevent the parent/guardian from working collaboratively with the school to meet the child's educational needs, nor will a parent/guardian be excluded from meetings regarding their child's education and performance. The school's code of conduct for visitors will be enforced uniformly, without partiality or discrimination.

A. Level 1 Offense

Level 1 offenses are those that do not jeopardize the safety or welfare of students or staff.

Consequences may include verbal warning, written warning, and/or request to leave the campus/event. Repeated Level 1 offenses may result in escalation to a Level 2 offense.

B. Level 2 Offense

A Level 2 offense disrupts the educational/extracurricular environment and/or jeopardizes the safety and welfare of students and staff. For a Level 2 offense, a formal "No Trespass Letter" banning the visitor from the premises for a period of time at the discretion of the school or district. Law enforcement will be notified of the ban. The district reserves the right to pursue a civil or criminal action.

In addition to Level 1 or 2 consequences listed above, restitution will be required of any offender if their behavior/actions result in a fine being levied on the school/district by a governing body. Failure to pay restitution may result in additional prohibition from attendance at district events and campus visitation.

All information located herein shall conform to requirements of Tennessee Law, the Tennessee Department of Education, the Tennessee Board of Education and local school board policies.

Pursuant to 2024 Tenn. Pub. Acts 810, this Visitor Code of Conduct was reviewed by Debra D. Owen, TN BPR 021626.