

# **ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION**

## **REGULAR SCHEDULED MEETING**

*Tuesday, July 15, 2025, @ 5:30 PM*

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### **Board Members**

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Eddie Pless | Phil Isaacs | Josh Smith | Dr. Bob Lewis | Jamie Schaff  
Helen Hackett (Student Liaison)

The Elizabethton Board of Education will meet on Tuesday, July 15, 2025, 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**
7. **CONSENT AGENDA**
  - A. Minutes of Regular Meeting: Date: June 17, 2025
  - B. Approve General Purpose Fund Financial Statement,
  - C. Approve Federal Projects Fund Financial Statement,
  - D. Approve School Nutrition Fund Financial Statement, .
  - E. Approve Memorandum of Understanding between the City of Elizabethton, Elizabethton Police Department and Elizabethton City Schools for the 2025-26 school year.
  - F. Approve Memorandum of Understanding between Elizabethton City Schools and East Tennessee State University for school years 2025-2027.
  - G. Approve agreement between MagicSchool AI and Elizabethton City Schools.
  - H. Approve second reading of the following Board Policies:
    - 1.1021- Student Board Member
    - 1.407- School District Records
    - 1.901- Charter School Applications
    - 1.903- Charter School Oversight
    - 1.905- Charter School Renewal
    - 1.906-Charter School Revocation
    - 2.403- Surplus Property Sales
    - 3.202- Emergency Preparedness Plan

3.204-Threat Assessment Team  
4.100-Instructional Program  
5.500-Discrimination/Harassment of Employees (Sexual, Racial, Ethnic, Religious)  
6.304- Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation  
4.212-Virtual Education Program  
4.301-Interscholastic Athletics  
4.403-Library Materials  
4.406-Use of the Internet  
4.601-Reporting Student Progress  
5.100-Personnel Goals  
5.110-Compensation Guides & Contracts  
5.119-Employment of Retirees  
5.305-Family and Medical Leave  
5.701-Substitute Teachers  
6.200-Attendance  
6.303-Questioning Students and Searches  
6.411-Student Wellness  
6.312-Use of Wireless Communication Devices  
6.600-Student Records  
6.300- Code of Conduct  
6.307-Drug-Free Schools  
6.309- Zero Tolerance Offenses  
6.316- Suspension

- I. Approve Agreement to administer the School Nutrition Programs for Local Education Agencies/School Fund Authority for the 2025-2026 school year.
  - J. Approve travel for the Director of Schools to attend the 2025 Superintendent Study Council Conference in Gatlinburg, TN, September 13-17, 2025.
  - K. Approve request for Equipment/Property Disposal or Sale.
8. **REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS**
- A. Personnel Report
    - NEW HIRES:
      - Brandon Shumate- Interim Sped Teacher @ TAD, eff. 8/1/2025
      - Justin White- Assistant Principal @ EHS, eff. 7/21/2025
      - Holly Holsclaw- CIP-Swim Instructor @ EHS, eff. 6/16/2025
      - Brittany May-Assistant Volleyball Coach @ EHS, eff. 6/11/2025
      - Danny O'Quinn- Administrative Supervisor @ CO., eff. 7/1/2025
      - Elizabeth Powell-Librarian @ HME, eff. 7/2/2025
      - Benjamin Mullins- Supplemented Band Staff @ EHS, eff. 7/2/2025
    - ADDITIONAL POSITION:

Jonathan Baker- Assistant Cross Country Coach @ EHS, eff. 6/18/2025

TRANSFERS:

Susan Frickel- TR from Interim teacher to Educational Assistant, eff 7/1/2025

Billie Chinault-TR from Sec./Library Assistant to Attendance registrar @ TAD, eff. 7/1/2025

Maggie Carpentar- TR from FT substitute to Sec./Library Assistant @ TAD, eff 7/1/2025

Ryan Biller-TR from TAD to HME as Educational Assistant, eff. 7/1/2025

RETIRED:

Becky Porch- Attendance Registrar @ TAD, eff. 5/30/2025

Penny Nave-Assistant to the Principal @ HME, eff. 7/1/2025

John Hutchins-Asst. Director of Schools for Operations @ CO, eff. 7/1/2025

Dorothy Casey-Educational Assistant @ ESE, eff. 7/7/2025

RESIGNATIONS:

Jael Fregoso-Educational Assistant @ HME, eff. 5/24/2026

Laura Morris- SPED Teacher @ HME, eff. 7/30/2025

Eileen Knott-Educational Assistant @ EHS, eff.6/10/25

Christy Manning- Educational Assistant @ WSE, eff. 6/10/2025

Maggie Booher, Spanish Teacher @ EHS, eff. 7/1/2025

TERMINATIONS:

Abigail Parsons- Educational Assistant @ ESE, non rehire eff. 5/30/2025

LEAVE OF ABSENCE:

Madison Hutchins- SPED Teacher @ TAD, eff. 8/1/2025-5/26/2026

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

9. **REGULAR AGENDA**

- A. Approve first reading of the following Board Policies:

1.700 School District Goals

4.602 Honor Roll, Awards, and Class Rankings

10. **FOR YOUR INFORMATION:**

**Audit Planning Communication letter from Blackburn, Childers & Steagall, PLC**

11. **NEXT REGULARLY SCHEDULED BOARD MEETING**

The next regularly scheduled Board Meeting will be held on Thursday, August 21, 2025 at 5:30pm in the Mack Pierce Board Room of the Elizabethton Board of Education, located at 804 S. Watauga Avenue, Elizabethton, TN.

12. **ADJOURN**

ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION  
REGULAR SCHEDULED MEETING  
Tuesday, June 17, 2025 5:30 PM  
Mack Pierce Board Room

The Elizabethton Board of Education met in a regular meeting on Tuesday, June 17, 2025, at 5:30 PM, at Mack Pierce Board Room.

Attendance Taken at 5:34 PM.

Phil Isaacs: Present  
Bob Lewis: Present  
Eddie Pless: Present  
Jamie Schaff: Absent  
Josh Smith: Present

1. CALL TO ORDER
2. MOMENT OF SILENCE
3. PLEDGE TO THE FLAG
4. APPROVE CONSENT AGENDA AND REGULAR AGENDA

Motion was made by Phil Isaacs, second by Bob Lewis to approve the Consent and Regular Agendas. Motion carried.

Phil Isaacs: aye

Bob Lewis: aye

Eddie Pless: aye

Jamie Schaff: absent

Josh Smith: aye

aye: 4, nay: 0, absent: 1

5. TIME FOR CITIZENS TO SPEAK

No citizens ask to appear before the Board.

6. SPECIAL RECOGNITION

7. CONSENT AGENDA

- A. Minutes of Regular Meeting: May 15, 2025  
Minutes of Called Board Meeting-May 30, 2025
- B. Approve General Purpose Fund Financial Statement, Date: May 2025
- C. Approve Federal Projects Fund Financial Statement, Date: May 2025
- D. Approve School Nutrition Fund Financial Statement, Date: May 2025
- E. Approve General Purpose Fund Financial Statement and Budget Amendment,  
Date. June 2025
- F. Approve Federal Projects Financial Statement and Budget Amendment.  
Date: June 2025
- G. Approve School Nutrition Financial Statement and Budget Amendment.  
Date: June 2025
- H. Approve Consolidated Application Approval for IDEA/ESEA for 2025-2026 school year.
- I. Approve Summer Learning Camps FY 2025.
- J. Approve agreement between Pepsi Beverage Sales, LLC and Elizabethton City Schools for the 2025-2026 school year.
- K. Approve the renewal of BID2022-2023-02-SN for bread and bakery products for the period of July 1, 2025 through June 30, 2026.
- L. Approve the renewal of BID 2022-2023-02-SN for Milk Products for the period of  
July 1, 2025 through June 30, 2026.
- M. Approve second reading of the following Board Policies:  
5.602 Staff Time Schedules  
Board Policy #
- N. Approve for the Superintendent of Schools, Richard VanHuss, and Board Members, Eddie Pless, Phil Isaacs, Dr. Bob Lewis, and Josh Smith, to attend the Summer Law Institute in Gatlinburg, TN. July 18-19, 2025.
- O. Approve Board Member Josh Smith for Sick Bank approval.
- P. Approve contract between Elizabethton City Schools and Sidekick Therapy Services for the 2025-2026 school year.

- Q. Approve Dual Enrollment Agreement between Northeast State Community College and Elizabethton City Schools.
- R. Approve the EPP between Carson Newman University and Elizabethton City Schools for the 2025-2026 school year.
- S. Approve request for Property/Equipment Sale/Disposal.
- 8. REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS

- A. Personnel Report

NEW HIRES:

- B. Director's Update

Dr. Loos with Ballad Health Academy

Mr. VanHuss welcomed Dr Moorhouse and Dr Loos from Ballad Health Academy. Dr. Loos thanked our school system for their participation in the Academy. Our system was one of the first schools to participate in this program when it began. Ballad Health's vision for this program is that during the first 5 years to develop a pathway for after high school. The students who participate in the Academy can graduate from high school with an LPN degree and begin work, and make \$48,000 a year. We have a whole spectrum of jobs that can be offered through the Academy, from technology to HVAC. The Academy began as an experiment. We had hoped to enroll at least 100 students in the program and we had over 200 in this region. Elizabethton is far above other schools with enrollment in our programs. Mr VanHuss expressed how impressed he was with the number of students who have signed up. Mr. Smith asked if there was a chance that this program would be available to our Junior High students and Dr. Loos responded that yes, they do plan to offer it to the upcoming 9th grade students.

We would like to welcome Mr. Josh Smith as our newest board member. We have had nothing but positive remarks and know he will be an asset to our board.

The Dave Rider Center has roofing in place, and wall siding is up on the

north side between the stadium and the building. The sprinkler system and electrical have begun and we are still on track to be completed by the 2nd or 3rd week in August.

We will host the Tweetsie Trail Jams in August.

I want to thank the City Council again for their investment in our schools and our students. We are so appreciative of the money they are allowing for our school system. Thank you to all the Council members.

I would like to let Mr. John Hutchins know how much we appreciate him and his years of service to the school system. He will be retiring as of July 1st.

Our July Board meeting was moved to Tuesday, July 15th due to the Summer Law Institute.

Our Back to School Bash will be on July 29th at Elizabethton High School from 6pm-8pm. We would encourage you to be there. There are several ways to participate. We would love to have you with us.

Communication is so important, and we have different platforms. Some parents may have several to keep up with. We have partnered with Parent Square, it will have everything under one roof, and hopefully it will be a lot easier for our students and parents to use.

C. Board Member Reports

There was nothing to report from the Board members.

D. City Council Liaison's Report

Mr. Simerly discussed the need for a new scoreboard at the Cyclone baseball field. He wanted to put it out there, and if possible, that we could find any extra funds that be put towards the purchase of a scoreboard.

E. Student Liaison's Report

9. REGULAR AGENDA

A. Approve agreement with Raptor Technologies for the Raptor Emergency Management Suite and Badge Alert System for the 25-26 school year at a cost not to exceed \$46,000, using TIPS Cooperative Purchasing.

Motion was made by Phil Isaacs, second by Bob Lewis To approve agreement with Raptor Technologies for the Raptor Emergency Management Suite and Badge Alert System for the 25-26 school year at a cost not to exceed \$46,000, using TIPS Cooperative Purchasing. Motion carried.

Phil Isaacs: aye

Bob Lewis: aye

Eddie Pless: aye

Jamie Schaff: absent

Josh Smith: aye

aye: 4, nay: 0, absent: 1

The Raptor system is used internally and is used for emergencies. They now have a panic button that any employee can push if needed. The price point is significant due to the initial placement of the system. This will raise our level of responsiveness, and I feel like this is an excellent service. We want to do everything possible to keep our children safe. After the initial cost, it will be about 25,000 a year. This would begin in the fall. There are no recurring or additional equipment costs. If something quits working, they replace it. This will also allow us to account for visitors and substitutes who are in the building.

B. Approve Innovate 2.0 Grant agreement (totaling \$180,000) with the University of Connecticut for athletic training services, to begin July 1, 2025 and end June 30, 2028.

Motion was made by Eddie Pless, second by Josh Smith To approve Innovate 2.0 Grant agreement (totaling \$180,000) with the University of Connecticut for athletic training services, to begin July 1, 2025 and end June 30, 2028. Motion carried.

Phil Isaacs: aye  
Bob Lewis: aye  
Eddie Pless: aye  
Jamie Schaff: absent  
Josh Smith: aye

aye: 4, nay: 0, absent: 1

Mr. Vanhuss expressed how blessed we have been for 45+ years to have Danny and Justin Smith with Physical Therapy Services. We have now gotten to the point where we need someone every day, especially during the summer. This will also help students by not having to leave campus for therapy services and miss class time. With this Innovative Grant, initially they will be employed by PT Services, but we can later decide if this is a position that the school can fund. The benefit of this is that the trainer will be on school premises every day, watching the weather and making sure the athletes are hydrating, as well as being able to assess any injuries that may arise. This new service is also for the Junior High School athletes. We also have money in the budget set aside for this. We look forward to starting this and believe it will be a real asset. Physical Therapy Services has someone in place and ready to begin on July 1st if approved.

C. Approve the purchase of Chromebooks through the Chromebook Replacement Cycle in the amount of \$149,906.96.

Motion was made by Phil Isaacs, second by Bob Lewis To approve the purchase of Chromebooks through the Chromebook Replacement Cycle in the amount of \$149,906.96. Motion carried.

Phil Isaacs: aye  
Bob Lewis: aye

Eddie Pless: aye

Jamie Schaff: absent

Josh Smith: aye

aye: 4, nay: 0, absent: 1

This is a continuation of the agreement that was put in place a few years ago for the recycling of our students' Chromebooks.

- D. Approve purchase of weight and strength equipment from Total Strength and Speed Inc. for an amount not to exceed \$151,000, using a TIPS Cooperative Purchasing agreement.

Motion was made by Bob Lewis, second by Phil Isaacs To approve purchase of weight and strength equipment from Total Strength and Speed Inc. for an amount not to exceed \$151,000, using a TIPS Cooperative Purchasing agreement. Motion carried.

Phil Isaacs: aye

Bob Lewis: aye

Eddie Pless: aye

Jamie Schaff: absent

Josh Smith: aye

aye: 4, nay: 0, absent: 1

I know this is a large number, but we are also seeking donations to help offset the price we need to spend. We wanted to go ahead and get this approved to begin the process so we won't have an empty weight room. Initially, we will only purchase what we have funds for. We aren't going to dismantle the old weight room, just make it more functional. We have a lot of groups, both male and female, that do and will utilize the weight room.

- E. Approve the award of bid number ECS2024-2025-01 for SEALING AND STRIPING EHS STUDENT PARKING LOT to be awarded to Raptor Sealcoating in the amount of \$78,474.00.

Motion was made by Josh Smith, second by Phil Isaacs To approve the award of bid number ECS2024-2025-01 for SEALING AND STRIPING

EHS STUDENT PARKING LOT to be awarded to Raptor Sealcoating in the amount of \$78,474.00. Motion carried.

Phil Isaacs: aye

Bob Lewis: aye

Eddie Pless: aye

Jamie Schaff: absent

Josh Smith: aye

aye: 4, nay: 0, absent: 1

I know this seems like a large amount to spend, but we ask that they mill all the old asphalt and replace it with two coats before they seal the parking lot. We hope this will make maneuvering around the parking lot easier. It can be dangerous at times. This project will be completed before the start of school.

F. Approve ECS 5 year Strategic Plan for 2025-2030.

Motion was made by Phil Isaacs, second by Eddie Pless To approve ECS 5-year Strategic Plan for 2025-2030. Motion carried.

Phil Isaacs: aye

Bob Lewis: aye

Eddie Pless: aye

Jamie Schaff: absent

Josh Smith: aye

aye: 4, nay: 0, absent: 1

We are required to have a five-year Strategic Plan. It includes our core beliefs, strategic planning, and cyclone circle support, which are essential for giving students the best education. Our five-year capital improvement plan includes technology, family engagement, and a Family Resource Center, which is up and running. Thank you to the group who worked and put this plan together. We will continue to look at this annually.

G. Approve the Board of Education Meetings for the 2025-2026 school year.

Motion was made by Bob Lewis, second by Phil Isaacs To approve the Board of Education Meetings for the 2025-2026 school year. Motion carried.

Phil Isaacs: aye  
Bob Lewis: aye  
Eddie Pless: aye  
Jamie Schaff: absent  
Josh Smith: aye

aye: 4, nay: 0, absent: 1

The meetings are our standard 3rd Thursday. We addressed July's meeting change in our May meeting.

H. Approve 3-year Pricing Agreement between Elizabethton City Schools and MagicSchool for Artificial Intelligence software package.

Motion was made by Josh Smith, second by Eddie Pless To approve 3-year Pricing Agreement between Elizabethton City Schools and MagicSchool for Artificial Intelligence software package. Motion carried.

Phil Isaacs: aye  
Bob Lewis: aye  
Eddie Pless: aye  
Jamie Schaff: absent  
Josh Smith: aye

aye: 4, nay: 0, absent: 1

We do need training on all of the AI that our children have access to. The students are already using it, and we need to be able to train them to use it responsibly. If they are not taught correctly it could potentially become a big issue.

I. Approve first reading of the following Board Policies:

- 1.1021- Student Board Member
- 1.407- School District Records
- 1.901- Charter School Applications

1.903- Charter School Oversight  
1.905- Charter School Renewal  
1.906-Charter School Revocation  
2.403- Surplus Property Sales  
3.202- Emergency Preparedness Plan  
3.204-Threat Assessment Team  
4.100-Instructional Program  
5.500-Discrimination/Harassment of Employees (Sexual, Racial, Ethnic, Religious)  
6.304- Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation  
4.212-Virtual Education Program  
4.301-Interscholastic Athletics  
4.403-Library Materials  
4.406-Use of the Internet  
4.601-Reporting Student Progress  
5.100-Personnel Goals  
5.110-Compensation Guides & Contracts  
5.119-Employment of Retirees  
5.305-Family and Medical Leave  
5.701-Substitute Teachers  
6.200-Attendance  
6.303-Questioning Students and Searches  
6.411-Student Wellness  
6.312-Use of Wireless Communication Devices  
6.600-Student Records  
6.300- Code of Conduct  
6.307-Drug-Free Schools  
6.309- Zero Tolerance Offenses  
6.316- Suspension

Motion was made by Phil Isaacs, second by Bob Lewis To approve first reading of the following Board Policies: 1.1021- Student Board Member 1.407- School District Records 1.901- Charter School Applications 1.903- Charter School Oversight 1.905- Charter School Renewal 1.906-Charter School Revocation 2.403- Surplus Property Sales 3.202- Emergency Preparedness Plan 3.204-Threat Assessment Team 4.100-Instructional Program 5.500-Discrimination/Harassment of Employees (Sexual, Racial, Ethnic, Religious) 6.304- Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation 4.212-Virtual Education Program 4.301- Interscholastic Athletics 4.403-Library Materials 4.406-Use of the Internet 4.601-Reporting Student Progress 5.100-Personnel Goals 5.110- Compensation Guides & Contracts 5.119-Employment of Retirees 5.305- Family and Medical Leave 5.701-Substitute Teachers 6.200-Attendance 6.303-Questioning Students and Searches 6.411-Student Wellness 6.312- Use of Wireless Communication Devices 6.600-Student Records 6.300- Code of Conduct 6.307-Drug-Free Schools 6.309- Zero Tolerance Offenses 6.316- Suspension Motion carried.

Phil Isaacs: aye

Bob Lewis: aye

Eddie Pless: aye

Jamie Schaff: absent

Josh Smith: aye

aye: 4, nay: 0, absent: 1

Everyone has had a chance to review all these policies. I will point out just a few of the changes. Board Policy 1.1021—Student Board Member is a new board policy that is now required. Board policies 4.100, 5.500 and 6.304 are polices that the legislation passed on antisemitism and anti-discrimination laws.

Board policy 6.300- Code of Conduct, after consulting with our attorney,

the problem with THC is that some of it is illegal and some is not. The testing for these is costly and hard to get done.

Our attorneys review all the board policies prior to bringing them to the board for approval.

10. FOR YOUR INFORMATION

11. NEXT REGULARLY SCHEDULED BOARD MEETING

The next regularly scheduled Board Meeting will be held on Tuesday, July 15, 2025 at 5:30pm in the Mack Pierce Board Room of the Elizabethton Board of Education, located at 804 S. Watauga Avenue, Elizabethton, TN.

12. ADJOURN

Motion was made by Phil Isaacs Motion to Adjourn Motion carried.

Phil Isaacs: aye

Bob Lewis: aye

Eddie Pless: aye

Jamie Schaff: absent

Josh Smith: aye

aye: 4, nay: 0, absent: 1

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Chairman of the Board

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Director of Schools

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 0530 of the 114<sup>th</sup> 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, 2026. 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



- 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 <b>East Side Elementary</b>	
Address <b>800 Siam Road</b>	
City <b>Elizabethton</b>	TDOE Directory School # <b>101-010</b>

School Name <b>Harlod McCormick Elementary</b>	
Address <b>226 Cedar Avenue</b>	
City <b>Elizabethton</b>	TDOE Directory School # <b>101-020</b>

School Name <b>West Side Elementary</b>	
Address <b>1310 Burgie Street</b>	
City <b>Elizabethton</b>	TDOE Directory School # <b>101-030</b>

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

School Name <b>Elizabethton High School</b>	
Address <b>908 Jason Whitten Way</b>	
City <b>Elizabethton</b>	TDOE Directory School # <b>101-035</b>

School Name	
Address	
City	TDOE Directory School #

School Name	
Address	
City	TDOE Directory School #



CLEMMER COLLEGE *of*  
EDUCATION *and*  
HUMAN DEVELOPMENT  
EAST TENNESSEE STATE UNIVERSITY

## **Clinical Experiences**

### **AGREEMENT BETWEEN THE ELIZABETHTON CITY SCHOOLS AND EAST TENNESSEE STATE UNIVERSITY**

THIS AGREEMENT entered into this 3 day of June 2025, by and between EAST TENNESSEE STATE UNIVERSITY on behalf of its Clemmer College of Education and Human Development, Educator Preparation Program, hereinafter referred to as the "EPP," and the ELIZABETHTON CITY SCHOOLS, hereinafter referred to as the "LEA".

#### WITNESSETH

In consideration of the mutual promise contained herein, the parties have agreed and do hereby enter into this agreement according to the provisions set out herein:

#### Section 1: Clinical Experiences

##### Purpose and Eligibility:

Students enrolled in an Educator Preparation Program at East Tennessee State University and who are eligible for participation in clinical experiences (field experiences and clinical practice) will be considered by the LEA for participation in observational and classroom activities, including teaching. The purpose of this agreement is to define the responsibilities of the EPP and the LEA providing these direct experiences for students at the EPP.

Because of their differing functions, the LEA and EPP have unique responsibilities. Therefore, it is essential that frequent and clear communication exists between the LEA's designated contact person and the Director of Field Experiences and Residency at the EPP. Sharing responsibility is needed if all parties are to derive maximum benefit from this program. It is agreed that the LEA and the EPP will collaborate to establish mutually beneficial efforts for both the LEA and the EPP.

#### I. Responsibilities of the LEA:

- A. The LEA will designate an administrator at each participating school and/or district to serve as its contact person. This administrator will assume the responsibility for collaborating with the EPP's Office of Educator Preparation to establish criteria for student

selection of all clinical experience placements in the school. Any questions or problems arising which involve placements will be brought to the attention of the Director of Field Experiences and Residency by the LEA's designated administrator.

- B. The LEA will participate in only those clinical experiences which have been designated through the EPP's Office of Educator Preparation.
  - C. The LEA will endeavor to provide placements for residency candidates in clinical practices with LEA Based Faculty (mentors) within related licensure areas and meet the requirements of Clemmer College Criteria for Mentor Teachers (Appendix A).
  - D. For Advanced Licensure programs, the School System will endeavor to provide placements for students with LEA Based Faculty (mentors) within the related licensure areas and meet the requirements of Clemmer College Criteria for Mentor of Candidates in Advanced Programs (Appendix B).
  - E. The Administrator of participating schools will have the responsibility for determining the degree to which students conform to school policies. Problems arising from any breach of policy by students in clinical experiences should be referred by the LEA's Administrator to the EPP's Director of Field Experiences and Residency.
- II. Responsibilities of the EPP:
- A. The EPP has designated a Placement Coordinator within the Office of Educator Preparation who will assume the responsibility for coordinating clinical experiences in partnership with the LEA. Any concerns or problems related to placements in the LEA should be brought to the direct attention of the EPP's Director of Field Experiences and Residency. It is then the Director's responsibility to work in partnership with the LEA; as well as EPP and/or department faculty to address any concerns and/or problems.
  - B. The EPP will provide clinical supervision of residency candidates by appropriate EPP personnel and school-based faculty as chosen by the EPP and the LEA. It is the goal of the LEA to establish clinical experiences and supervision of these experiences which provide mutually beneficial relationships between the LEA and the candidates.

- C. The EPP will collaborate with the LEA and LEA Based Faculty to design specific assignments for each clinical experience in order to provide clear communication about the purposes and expectations for the experience. The EPP will conduct online and/or in-person professional development sessions with LEA Based Faculty on mentoring residency candidates during clinical practice and other topics deemed appropriate by both the EPP and LEA.
  - D. The EPP will, in advance of the clinical experiences, provide the LEA with a list of students who are eligible for field experience or clinical residency practice along with appropriate information about the students, and the LEA will provide the EPP with a list of mentors for clinical experiences. This list will ensure that mentors for clinical practice meet the Criteria of Mentor Teachers (Appendix A). This will allow the LEA and the EPP the opportunity for co-selection of residency candidates and mentor teachers. The LEA has the option of conducting interviews of eligible residency candidates and selecting those they judge to be most appropriate for their programs.
  - E. The EPP will inform all students visiting the LEA of their obligation to observe the policies and schedules of the LEA in which the student is placed.
  - F. The students will agree to comply with the guidelines included in the EPP's Memorandum of Understandings or Field Experience Guidelines (Appendix C and D). The students will acknowledge these agreements in writing prior to commencing the clinical experience.
  - G. EPP's Director of Field Experiences and Residency is responsible for removing a student from a clinical experience. Withdrawal may be the result of a request initiated within the LEA or from the Director of Field Experiences and Residency.
  - H. In accordance with Tennessee Code Annotated § 49-5-5610, the University certifies that a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation is performed for all students in clinical experience placements, and that the results indicate no criminal convictions that would result in the automatic revocation of a teacher's license pursuant to Tennessee state law and the rules of the State Board of Education. The university agrees that a student will be removed from the assigned clinical experience should any such criminal charges and/or convictions occur during the period of assignment.
- III. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973,



## Section 2: Grow Your Own Partnership Addendum

### Purpose and Eligibility

The Grow Your Own preparation pathway is in addition to the mutually agreed upon expectations for clinical experience placements, mentor roles, university supervisor roles and teacher candidate roles. The LEA and EPP establish the following criteria for our collaborative Grow Your Own (GYO) teacher preparation initiative. Teacher candidates in this initiative will be referred to as Apprentice Teachers (AT).

The Grow Your Own Program will be open to those who aspire to be teachers. Candidates will need to secure an apprentice teaching position in a participating LEA and meet the requirements for acceptance in an EPP Grow Your Own program to qualify for this program.

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

### Terms and Conditions

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

- I. AT eligibility:
  - A. Enroll or seek admission to the EPP and the EPP Educator Preparation Program.
  - B. Be recommended by LEA for program participation.
  - C. Be willing and able to sufficiently complete forms and requirements as determined by the Tennessee Department of Education and Tennessee Department of Labor, with deadlines determined by these Departments.
- II. Responsibilities of the LEA:
  - A. Recruit and recommend prospective apprentice candidates with aspirations towards becoming licensed educators.
  - B. Sufficient complete forms and requirements as determined by the Tennessee Department of Education and Tennessee Department of Labor, with deadlines determined by these Departments.
  - C. Ensure that all apprentice candidates recommended for this program will have an appropriate appointment in their school (specifically, an approved internship

pathway placement with at least two hours a day in the setting and rotations to the area of endorsement or traditional student teaching pathway for a minimum of fifteen weeks in the licensure area).

- D. Provide a mentor, who is compensated and trained, for the selected candidates who will have the following responsibilities:
1. Verify apprentice teacher on-the-job competencies have been satisfactorily met;
  2. Complete observations, complete with actionable feedback, for each candidate selected and to provide these observations to EPP;
  3. Meet with each candidate, either individually or as a cohort, on a weekly basis to council, support, and problem solve progress through the program;
  4. Maintain sufficient communication with candidate and EPP to track and support program progression (both coursework and licensure requirements); and
  5. Meet with EPP at a minimum of two times a semester to discuss progress and coordinate support.

### III. Responsibilities of EPP:

- A. The EPP has designated an Educator Preparation Coordinator within the Office of Educator Preparation who will assume the responsibility for coordinating clinical experiences in partnership with the LEA. Any concerns or problems related to placements in the LEA should be brought to the direct attention of the EPP's Director of Field Experiences and Residency. It is then the Director's responsibility to work in partnership with the LEA; as well as EPP and/or department faculty to address any concerns and/or problems.
- B. The EPP will provide clinical supervision of ATs by appropriate EPP personnel and school-based faculty as chosen by the EPP and the LEA. It is the goal of the EPP to establish clinical experiences and supervision of these experiences.
- C. The EPP will provide support for ATs in completing all licensure requirements in order to successfully complete the program and be recommended for licensure (e.g., study support for licensure exams, TN Compass requirements).

### IV. Mutual and Specific Responsibilities

The following duties shall be the specific responsibility of the LEA and EPP as indicated:

- A. LEA and EPP will work collaboratively for the selection of ATs.
- B. LEA and EPP will work with local organizations and workforce boards to access funds to support a no cost model for apprentices. This includes the costs for admission fees, textbooks, fingerprinting and liability insurance costs, and entering and/or licensure exams.
- C. LEA will be responsible for providing designated contact for EPP programs. This contact will be available as a tiered support for mentors who need guidance with their mentoring duties, and as a contact for EPP should questions about the status of an Apprentice or Mentor arise.
- D. LEA will retain complete responsibility for teaching (P - 12 learners) and for providing adequate supervision for its pupils (and faculty, if applicable) always.
- E. LEA designee (Mentor) and appropriate EPP personnel will share the evaluations of the AT.
  - 1. LEA designee will evaluate the performance of on-the-job learning competencies throughout each semester, complete with actionable feedback.
  - 2. EPP personnel will evaluate the performance of the ATs in line with their accreditation to qualify assurance systems (e.g., TEAM evaluation, Educator Disposition Assessment, Lesson Plan).
  - 3. EPP will ensure that all coursework evaluations are completed.
- F. LEA shall maintain a sufficient level of faculty and staff to carry out regular duties. ATs, as employed by LEA, will perform services consistent with their job description as well as complete the requirements of the EPP licensure program.
- G. LEA will support EPP in their CAEP and TN accreditation process by providing needed information to the accreditation team and by allowing members of the accreditation team to visit LEA facilities.

V. Placement of Apprentice Teachers

- A. The LEA and EPP will collaborate to co-select placement sites and mentor teachers

for ATs. Mentor teacher selection must meet existing partnership agreement requirements. The LEA will provide a stipend to AT mentors. Placement sites will consider the following:

1. Placement must meet the requirements of an internship or student teaching placement as outlined in the partnership agreement.
2. Placement will be appropriate to the content knowledge and areas of licensure sought by the AT.
3. LEA and EPP will collaboratively arrange for placements to allow ATs to complete required coursework at the EPP. This may entail a modified work schedule.

VI. Matriculation in the GYO program

- A. The AT will be assessed and tracked using a combination of *On-the-Job Learning Competencies*, observations and evaluations, professional dispositions, and coursework. Licensure decisions and program matriculation will be made based on these assessments.
- B. While enrolled in the EPP teacher preparation program, the AT is subject to the applicable policies of EPP. While employed by and placed in LEA, the AT is subject to all applicable LEA policies. Either parties will have the option to remove an AT from the GYO Registered Apprenticeship Program at their sole discretion when such an action is deemed necessary.
- C. LEA and EPP will take specific issues and procedures into consideration cooperatively. LEA reserves the right to make employment-related decisions up to and including dismissing any AT from his/her position with LEA. If an AT is suspended or terminated by the LEA, this could result in dismissal from the EPP. The AT will also have access to this information.

VII. According to Tennessee State Policy, “all ATs for admission to an educator preparation program must supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation (TBI) and the Federal Bureau of Investigation (FBI) in accordance with T.C.A. § 49-5- 5610.” Due to ATs being employed by LEA, additional background checks for ATs will be verified and maintained by LEA.

VIII. EPP requires ATs to secure and maintain liability insurance throughout their apprenticeship.

- IX. ATs will be paid commensurate with respect to the LEA Apprentice Teacher position. ATs are at-will employees with respect to their positions.
- X. If the AT is removed from the EPP teacher preparation program (as per EPP policy for violations of the professional competencies, attitudes, dispositions, and ethics expected of professional educators), the AT's position will concurrently be terminated, or transferred to a regular educational assistant position at the discretion of LEA.
- XI. EPP will not participate in the negotiation, incentivization, or enforcement of any promissory or contract/service agreement or bonus structure agreed upon between the district and the AT.
- XII. This partnership agreement will be reviewed annually to determine if the agreement continues to meet the needs and supports the mission and goals of both LEA and EPP.
- XIII. By provision of Tennessee state law, at the conclusion of the educator provider program, the EPP has the final responsibility for recommending (or not recommending) candidates for licensure or continuation of licensure following consultation with the appropriate LEA stakeholders.

## **Definitions**

**Apprenticeship** is an industry driven, high-quality career pathway where employers can develop and prepare their future workforce, and individuals can obtain paid work experience, receive progressive wage increases, classroom instruction and a portable, nationally recognized credential. Apprenticeships are vetted, approved and validated by the U.S. Department of Labor.

**Apprentice Teacher** is an undergraduate or post-baccalaureate student at the Institution and completes their bachelor's degree that leads to licensure or post baccalaureate licensure program.

**Candidates** are students enrolled in a state approved Educator Preparation Program (EPP). That leads to licensure.

**Clinical Experience** includes field experience and clinical practice. These opportunities provide feedback and support for each candidate and allow them to demonstrate the ability to positively impact student learning. Clinical experiences shall be designed and implemented cooperatively with LEA partners.

**Clinical Mentors** are employees of the LEA and are active, licensed educators who oversee school-based clinical experiences.

**Clinical Practice** is defined as practices that provide candidates with intensive and extensive school-based responsibilities, assignments, tasks, and assessments that demonstrate a candidate's progressive development of the professional knowledge, skills, and dispositions to be effective educators. Clinical practices include: 1.) Student teaching; 2.) Job-embedded; 3.) or Internship.

1. **Student Teaching** is a clinical practice where candidates complete at least fifteen (15) weeks of full-time student teaching during one (1) semester in the grade span and content area of preparation. Candidates completing a student teaching clinical practice shall not serve as a teacher of record.
2. **Job-Embedded** is a clinical practice shall be for the full school year following completion of a baccalaureate degree whereby candidates serve as a teacher of record. At least 100 days of job-embedded clinical practice shall include direct teaching experience.
3. **An internship** is a clinical practice that shall be for one (1) full school year. At least 100 days of the internship shall include direct teaching experience. Candidates completing an internship clinical practice shall not serve as a teacher of record. LEAs may consider successful completion of an internship clinical practice as one (1) year of teaching experience for purposes of the local salary schedule.

**Field Experiences** shall provide early and ongoing practice opportunities to apply content and pedagogical knowledge in settings reflective of the grade span and specialty area in which the candidate is prepared.

**University Supervisors** are employees of the EPP and serve as the liaison between the candidate and clinical mentors.

**Appendix A**  
**Criteria for Clinical Mentors**  
**Clinical Practice (Pre-residency, Residency I, and Residency II)**  
**Clemmer College of Education and Human Development**  
**East Tennessee State University**

The following criteria will be applied in the selection of clinical mentors for Clinical Practice (Pre-residency, Residency I, and Residency II):

1. Licensed fully in the grade level/content area.
2. Three years of successful P-12 teaching experience in the general grade level and content area or closely related area where the candidate seeks initial licensure.
3. Recommended by the principal or other appropriate supervisor based on the following:
  - a. Level of overall effectiveness of above expectations or significantly above expectations for the prior school year.
  - b. Demonstrated dispositions that support the development of candidates, including
    - i. Willingness and ability to assume the roles expected of a clinical mentor, such as advocate, counselor, coach, and critic.
    - ii. Willingness and ability to work as a team member to promote the development of a novice.
4. Interested in working with candidates.
  - a. Understanding the co-teaching model for preparing beginning teachers and implementation of strategies and responsibilities.
  - b. Willingness to have a candidate for Clinical Practice (Pre-residency, Residency I and Residency II).
  - c. Preferred: Previous successful experience working with candidates.
5. Completion of appropriate EPP led orientation or professional development to serve as a clinical mentor, prior to or early in the first mentoring experience.
  - a. Providing mentors with written expectations for clinical practice.
  - b. Providing mentors with written assignment guidelines and scoring guides
  - c. On-line clinical mentor information form and other forms required for payment (W-9, direct deposit, name change, address change, etc.)
6. Willingness to provide feedback to Director of Field Experiences and Residency and university faculty.
  - a. Collaborate with program faculty to design specific assignments to connect theory and practical experiences.
  - b. Evaluation of program requirements, candidate performance, and experience with university supervisor and the Office of Educator Preparation.

Exceptions to these criteria must be approved by the Director of Field Experiences and Residency, in consultation with the designated LEA contact person(s), with a documented rationale for the exception. If appropriate, additional supervision and monitoring may be required.

**Appendix B**  
**Criteria for Clinical Mentor Teachers**  
**Advanced Programs**  
**Clemmer College of Education and Human Development**  
**East Tennessee State University**

The following criteria will be applied in the selection of clinical mentor teachers for Advanced Programs:

1. Licensed fully in the grade level/content area.
2. Three years of successful P-12 experience within the specialty area where the candidate seeks an additional endorsement.
3. Recommended by the principal or other appropriate supervisor based on the following:
  - a. Evaluation in specialty area above expectations or significantly above expectations for the prior school year.
  - b. Demonstrated dispositions that support the development of advanced level candidates, including
    - i. Willingness and ability to assume the roles expected of a clinical mentor, such as advocate, counselor, coach, and critic.
    - ii. Willingness and ability to work as a team member to promote the development of the advanced level novice candidate.
4. Interested in working with advanced level candidates.
  - a. Understanding of the implementation of strategies and responsibilities for preparing candidates at the advanced level and within the specific area of expertise.
  - b. Willingness to have a candidate for clinical experiences at the advanced level and within the specific area of expertise.
  - c. Preferred: Previous successful experience working with candidates.
5. Completion of appropriate university-led orientation to serve as a mentor, prior to or early in the mentoring experience.
  - a. Providing mentors with written expectations for clinical experiences.
  - b. Providing mentors with written assignment guidelines and scoring guides.
  - c. Providing online orientation.
6. Willingness to provide feedback to the Director of Field Experiences and Residency or university faculty.
  - a. Collaborate with program faculty to design specific assignments to connect theory and practical experiences.
  - b. Evaluation of program requirements, candidate performance, and experience with university supervisor and Office of Educator Preparation.

Exceptions to these criteria must be approved by the Director of Field Experiences and Residency, in consultation with the designated LEA contact person(s), with a documented rationale for the exception. If appropriate, additional supervision and monitoring may be required.

**Appendix C**  
**Memorandum of Understanding**  
**Between**  
**Residency Candidates and Interns in a Yearlong Residency**  
**And**  
**Clemmer College of Education and Human Development and Partner Schools**

The purpose of this Memorandum of Understanding is to clearly identify the professional dispositions and behaviors that candidates are to exhibit in their year-long Residency.

**Conduct**

While completing the yearlong clinical residency, candidates must conduct themselves professionally. Upon entering the yearlong clinical residency, candidates agree to follow the rules of the school system as well as policies of the Clemmer College of Education and Human Development and East Tennessee State University. Candidates should view this experience as an opportunity to learn from their mentor teacher(s) and to develop and demonstrate their teaching skills. Actions taken and words spoken during clinical residency should be carefully considered, as they will affect both the candidate's residency evaluation and the written/verbal recommendations provided for the candidate by the mentor teacher, university supervisor, school administrators, and the Office of Educator Preparation.

**Clinical Residency Placements**

Residency placements are made in partnership with the school districts and Clemmer College of Education and Human Development. Candidates are not allowed to request a specific school or mentor teacher. Candidates will be placed with a licensed and experienced mentor teacher in the appropriate grade ranges and licensure. Candidates are also not allowed to request a specific grade level for their placement.

**Attendance**

Residency candidates are required to be at their assigned school on the assigned days of the week. It is vital that candidates contact their mentor teacher and University Supervisor immediately if an event occurs that will prevent the candidate from reporting to their placement on time or require the candidate to be absent. The candidate should, at minimum, send one email copying the appropriate stakeholders (mentor teacher, university supervisor) as soon as possible. Candidates who have absences that are not warranted and/or fail to contact their mentor teacher and supervisor may be removed from their placement. Candidates should submit attendance in two ways: 1. Sign in and out of the building through computerized attendance at the office. 2. Submit weekly attendance in Student Learning & Licensure by Watermark for mentor teacher approval.

**Make up Days**

During Pre-residency and Residency I, candidates will follow ETSU's calendar and must schedule to make up absence(s) with the mentor teacher and university supervisor. During Residency II, candidates will have absences added to the end of the Residency II placement. Candidates must coordinate with and receive approval from the mentor teacher and the university supervisor to make up the missed day(s). Excessive absences due to illness or other extenuating circumstances may interfere with graduation and/or result in a candidate's removal from the residency placement. Candidates in Residency II follow the calendar of the school district rather than ETSU's calendar. (Ex: Fall and Spring breaks are based on the school calendar.)

**Tardies/Early Dismissals**

Candidates must not be late nor leave early. During residency, candidates must notify their mentor teacher if an

event occurs that will prevent the candidate from reporting to their placement on time or leaving early. During Residency II, candidates are expected to adhere to the school's mandated arrival and departure times required of the mentor teachers. Tardies and/or leaving the school early without a valid or approved reason may result in removal from the residency placement and/or a failing grade for Pre-residency, Residency I and/or Residency II. Please note that during Residency II, Candidates are expected to arrive early and depart after established dismissal times.

### **Seminars**

All residency candidates must attend any seminars scheduled during the residency year. The seminars are designed to prepare candidates for his/her Teacher Performance Assessment (edTPA) that is completed during Residency II. Failure to attend the residency seminars will affect the candidate's performance on the Teacher Performance Assessment and will affect the candidate's overall grade for Pre-residency, Residency I, and Residency II. This could also impact their ability to obtain licensure.

### **Lesson Plans**

All residency candidates will follow the Clemmer College Lesson Plan Template. Lesson plans must be submitted at least two (2) teaching days prior to the day the lesson will be taught to provide time for feedback and approval from the mentor teacher and university supervisor. Failure to turn in lesson plans to the mentor teacher and university supervisor at least two days before teaching the lesson can jeopardize the candidate's overall grade for Residency I and II and can result in the candidate not being able to complete the residency placement.

### **Teacher Performance Assessment**

The capstone project for the yearlong residency is the edTPA. This document will be uploaded to Watermark and scored by Pearson. It is the candidate's responsibility to ensure this document is complete and ready to upload by the due date. The candidate will be required to attend all edTPA support seminars. Failure to attend residency seminars will affect the candidate's performance on the Teacher Performance Assessment and their overall grade for Residency I and II; as well as their ability to obtain licensure.

### **Outside Commitments**

During the yearlong residency, candidates are strongly encouraged not to work outside of school. Work or family/personal commitments cannot be excuses for failing to meet the commitments of residency. If commitments become problematic in terms of attendance and performance, the candidate will be given the choice of withdrawing from his/her residency placement or making the personal adjustments necessary to give full attention to the program. Candidates with family/personal commitments should make these commitments known to the Office of Educator Preparation as early as possible.

### **Dispositions/Professional Behaviors**

Residency candidates are expected to follow all rules and policies of the school/school system, Clemmer College of Education and Human Development, and East Tennessee State University, including those pertaining to the Professional Dispositional Skills located in the Residency Handbook. Candidates should assume the role of an adult professional in training and behave accordingly. If candidates are unsure of appropriate professional behavior or encounter a problematic situation, the candidate should consult the mentor teacher, university supervisor, or other school personnel as soon as possible for guidance and assistance.

### **Other Dispositions/Professional Behaviors**

- Handle ALL confidential information (student records, etc.) in a professional manner. Do not share information about the school, students, mentor teacher, etc., privately, or publicly with others.
- Refrain from posting residency materials, information, photos, or personal commentary on social networking sites.
- All students are expected to uphold the ETSU Honor Code. If you are not familiar with this statement and with the policy regarding plagiarism, you should review both these documents online and in a current catalog.

- The use of cell phones and other electronic devices not related to instruction is prohibited in the classroom.

### **Mandatory Reporting**

All members of the University community are responsible for compliance with Tennessee laws on mandatory reporting of child abuse and child sexual abuse. Please go to the following website to find detailed information from the Tennessee Department of Children's Services on how to identify and report child abuse and child sexual abuse: <http://www.tn.gov/youth/childsafety.html> .

University students placed in school districts should proactively ask the residency site for the school's procedures for mandatory reporting and adhere to those reporting structures when possible.

**Residency candidates demonstrating inappropriate behaviors and/or dispositions will be subject to removal from their residency placements and, if necessary, dismissal from the Educator Preparation Program at East Tennessee State University.**

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I understand that I am a representative of Clemmer College of Education and Human Development of East Tennessee State University, a guest in my clinical residency placement (s), and expected to always act in a professional manner. I have read the Memorandum of Understanding and will adhere to the requirements identified therein.

Candidate (print name):

---

Signature:

Date: \_\_\_\_\_

**Appendix D**  
**Memorandum of Understanding**  
**Between**  
**ETSU Students Completing Field Experiences and Practicums**  
**and**  
**Clemmer College of Education and Human Development and Partner Schools**

The purpose of this Memorandum of Understanding is to clearly identify the professional dispositions and behaviors that students are to exhibit during their field experiences.

**Conduct**

While completing a field placement, students must conduct themselves professionally. Upon entering a field placement, students agree to follow the school system's rules as well as policies of Clemmer College of Education and Human Development and East Tennessee State University. Students should view this experience as an opportunity to learn from their mentor teacher(s) and to develop and demonstrate their teaching skills. Actions taken and words spoken during field experiences should be carefully considered, as they could affect continuation in their field placement and passing the related course.

**Field Placements**

Placements are made in partnership with the school districts and Clemmer College of Education and Human Development. Students are not allowed to request a specific district, school, or mentor teacher. Students will be placed with a licensed and experienced mentor teacher in the appropriate licensure area and grade ranges of their planned license. Students will not be allowed to request a specific grade level placement.

**Attendance**

Students must be at their assigned school according to the schedule they created with their mentor teacher. It is vital that the student email the mentor teacher immediately if an event occurs that will prevent the student from being on time or require the student to be absent. Students who have absences that are not warranted and/or fail to contact their mentor teacher may be removed from their placement.

**Tardies and Leaving School Early**

Tardies and/or leaving the school early without a valid or approved reason may result in removal from the field experience and/or a failing grade for the related course. Students are required to email their mentor teacher if they are going to be late for their placement. If students need to leave their placement early, they should get permission from their mentor teacher.

**Other Dispositions/Professional Behaviors**

- All students are expected to obtain a copy of the school and/or district student handbook to identify and adhere to policies related to dress code and physical appearance (e.g., hair color, piercings, tattoos, etc.)
- Handle ALL confidential information (student records, etc.) in a professional manner. Do not share information about the school, students, mentor teacher, etc., privately or publicly with others.
- Refrain from posting classroom materials, information, photos, or personal commentary on social networking sites.

- All students are expected to uphold the ETSU Honor Code. If you are not familiar with this statement and with the policy regarding plagiarism, you should review both these documents online or in a current catalog.
- The use of cell phones and other electronic devices not related to instruction is prohibited in the classroom.

### **Tennessee Mandatory Reporting**

All members of the University community are responsible for compliance with Tennessee laws on mandatory reporting of child abuse and child sexual abuse. Go to the Tennessee Department of Children's Services website to find out more information on how to identify and report child abuse and child sexual abuse. University students placed in school districts should proactively ask the field experience and residency site for the school's procedures for mandatory reporting and adhere to those reporting structures when possible. View full Mandatory Reporting protocol [here](#).

**Students demonstrating inappropriate behaviors and/or dispositions will be subject to removal from their placement and, if necessary, dismissal from the Educator Preparation Program at East Tennessee State University.**

**Appendix E**  
**Clemmer College of Education and Human Development**  
**Office of Educator Preparation**  
**Field Experience Guidelines**

**Field experiences** allow students the opportunity to complete observational or hands-on experiences within a classroom of a partnering school district. Students encounter multiple field experience opportunities working through our programs within Clemmer College. These experiences expose students to many teaching styles and pedagogies. Any course requiring field experience hours must follow the guidelines below. This information can also be found at <https://www.etsu.edu/coe/educator-preparation/field-experience/school-based-pre-k-12-grade.php>

**Semester Deadlines for Requesting a Field Placement**

Spring Field Experience Placement Request Forms Opens: December 1

Spring Field Experience Placement Request Form Deadline: February 15 (No placements will be requested after February 15)

Fall Field Experience Placement Request Form Opens: June 1

Fall Field Experience Placement Request Form Deadline: September 15 (No placements will be requested after September 15)

- Complete the online Field Experiences Placement Request Form by the deadline. **Please note- Online Field Experiences Placement Request Form cannot be completed after the placement deadline; therefore, students cannot be placed after this deadline.**
- Complete required documentation and background checks prior to all school placements. Students will not receive a placement until the Field Experience Placement Request form and Background Check Package or Affirmation are complete.
- Contact the assigned field placement teacher via email within 7 days after receiving the assigned placement.
- Forward the email reply from the assigned teacher to the Office of Educator Preparation, edprep@etsu.edu, to continue the placement.
- Establish a clear schedule with the field placement teacher before completing hours and make sure he/she is notified of any changes in advance.
- Notify the Office of Educator Preparation ASAP regarding issues or concerns with the placement or of extenuating circumstances that might interfere with the field placement.
- Allow for adequate time in the semester to complete required hours.
- Follow all rules and policies of the school/school system of placement (i.e., dress code, professionalism, etc.).
- Maintain confidentiality with ALL student information (student records, conversations, etc.).
- Do not share information about the school, students, mentor teacher, etc., privately or publicly to others.
- Refrain from posting materials, information, photos, or personal commentary on social networking sites.
- Refrain from serving where you have close friends or relatives due to a conflict of interest and confidentiality issues.
- Avoid bringing others (e.g., personal child, significant other, etc.) with you to the assigned school.
- Upon their arrival and departure, students should sign in and out of the school in the office using the school's procedures.
- Logged hours must match the total number of hours indicated on the Field Experiences Verification Form.
- Turn in the Field Experience Verification Form to the Office of Educator Preparation no later than **the last day of classes.**

- Provide the required paperwork to your instructor per syllabus deadline.

**In order to pass your course, you must submit the Field Experience Verification form to the Office of Educator Preparation.**

**\*\*Please see the detailed instructions for completing these Field Experience Requirements on the next page.**

**Please note the Honor Code and Pledge stated below that addresses falsifying information. Falsification of hours will not be tolerated.**

### **Honor Code**

East Tennessee State University is committed to developing the intellect and ethical behavior of its students. Students found to be in violation of policies on plagiarism, cheating, and/or fabrication will be held accountable for their actions. Any knowledge of academic misconduct should be reported. Students are expected to act with honesty, integrity, and civility in all matters. Honor Code revised and adopted February 16, 2012.

### **Honor Pledge**

By becoming a member of the campus community, students agree to live by the standards of the honor code and thereby pledge the following: "I pledge to act with honesty, integrity, and civility in all matters." Honor Pledge revised and adopted February 16, 2012.

### **Tennessee Mandatory Reporting**

All members of the University community are responsible for compliance with Tennessee laws on mandatory reporting of child abuse and child sexual abuse. Go to the [Tennessee Department of Children's Services](#) website to find out more information on how to identify and report child abuse and child sexual abuse.

University students placed in school districts should proactively ask the field experience and residency site for the school's procedures for mandatory reporting and adhere to those reporting structures when possible. View full Mandatory Reporting protocol [here](#).



## MASTER SERVICES AGREEMENT

This Master Services Agreement (the “**Agreement**”) is by and between the school, school district or other educational institution identified on the signature page hereto and/or the Order Form referencing this Agreement (“**Educational Institution**”), and Magic School, Inc, with offices at 4845 Pearl East Cir Ste 118 PMB 83961, Boulder, CO 80301 USA (“**Magic School**”), and is effective as of the date of this Agreement or referencing Order Form has been signed by both parties (the “**Effective Date**”). Educational Institution and Magic School are each referred to herein as a “Party” and collectively the “Parties.”

**Acknowledgement for state school systems:** If Educational Institution is a public school or public school district, Magic School acknowledges that mandatory state law may limit or supersede certain terms and conditions herein and the Parties acknowledge and agree that such state law will control over and to the extent of any conflicting provisions of this Agreement.

### 1. Definitions

- 1.1. “*Magic School Intellectual Property*” means Magic School’s proprietary technology, including the Services and Documentation, websites, software tools, hardware designs, algorithms, software, user interface designs, APIs, architecture, documentation, network designs, know-how, models, and trade secrets, and all intellectual property rights therein and thereto throughout the world (whether owned by Magic School or licensed to Magic School by a third party).
- 1.2. “*Educational Institution Data*” means data provided by or on behalf of Educational Institution and its authorized Users to Magic School for processing by the Services.
- 1.3. “*Documentation*” means the then current version of the help files, knowledge base, and other designated resources for the applicable Services made available on Magic School’s website at [www.magicschool.ai](http://www.magicschool.ai).
- 1.4. “*Order Form*” means a subscription order form document entered into by the Parties that sets forth the specifics for Magic School to provide Educational Institution with the Services. Educational Institution and Magic School may enter into multiple Order Forms, if appropriate. Each mutually executed Order Form is incorporated in this Agreement by reference. In the event of a conflict between an Order Form and this Agreement, the terms of the Order Form shall supersede the terms of this Agreement but only as to the subject matter of that order.
- 1.5. “*Services*” means those services ordered by Educational Institution in an Order Form provided by Magic School which may include access to Magic School’s AI platform for educators and students, related support services, and special platform configuration, training, or customization projects.
- 1.6. “*Users*” means individual teachers, staff, contractors, students, parents, and other representatives that Educational Institution authorizes to access and use all or part the Services under the terms of this Agreement. Unless otherwise specified in an Order Form, User accounts are issued on a named user basis to an individual, and a User account may not be used by other Users at the same time nor may login credentials be shared by multiple individual. User accounts may be reassigned from time-to-time using the administrative functions of the Services when a User is no longer expected to be using the account during the remaining term of the subscription.

### 2. Scope of the Agreement.

- 2.1. *Access and License to Use the Services.* In consideration of payment of the Fees, and subject to the terms and conditions of this Agreement and the applicable Order Form, Magic School

grants to Educational Institution and its authorized Users a world-wide, non-exclusive, royalty-free, non-transferable, non-sublicensable right to access and use the Services during the Term of each Order Form solely for Educational Institution's educational purposes in accordance with the Documentation.

- 2.2. *Restrictions.* Educational Institution agrees that it shall not use, authorize, or knowingly permit use of the Services in a prohibited manner, including any use that: (i) infringes or violates the intellectual property rights, rights of personality, data privacy, or any other legal rights of any person; (ii) violates applicable law, regulations, or the policies of the Educational Institution; (iii) is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable; (iv) violates posted content restrictions for any information areas accessible to others; (v) is inconsistent with use for Educational Institution's own internal purposes, such as using the Services to create or offer commercial products or services; (vi) jeopardizes the security of the Services and User accounts (such as sharing login credentials with an unauthorized user); (vii) improperly attempts, in any manner, to obtain the password, account, or other security information from any other User; (viii) introduces viruses or other malware into the networks of either Party or Users; or (ix) decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services except as expressly permitted by law.
- 2.3. *Order Forms and Additional User Subscriptions.* An Order Form is not binding until it is executed by both Magic School and Educational Institution, at which point it, including any referenced schedules and addenda, become incorporated into and part of this Agreement. Additional terms such as pricing and limitations on use of the Services that may be agreed to by the Parties and specified in an Order Form may include, but are not limited to, the number of authorized Users of the Services, the identification and number of Users authorized to request support services directly from Magic School, and the duration of permitted access to Services ordered.
- 2.4. *Passwords.* Educational Institution is solely responsible for its Users selecting secure User passwords, changing passwords frequently, and maintaining the confidentiality of User logons and passwords. Magic School shall not be liable for any losses arising from unauthorized access to the Services(s) or Educational Institution Data that is due to Educational Institution's, or any User's, failure to protect its account through proper maintenance of User logons and passwords.

### **3. Support, Security and Privacy.**

- 3.1. *Support.* Magic School shall make available reasonable online support resources for Educational Institution and its Users through its Help Center and FAQ material available on the Magic School website at [www.magicschool.ai](http://www.magicschool.ai). Live chat agents and email/phone support are available for a limited number of designated contacts with Educational Institution's IT department to receive dedicated support and professional learning options during Magic School's ordinary business hours (8 a.m. and 5 p.m. U.S. Mountain Time excluding weekends and US holidays).
- 3.2. *Protection of Educational Institution Data.* Magic School shall maintain industry standard administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Educational Institution Data. At all times, both Magic School and Educational Institution shall use all reasonable efforts to comply with all applicable laws and regulations governing the use and privacy of information ("Privacy Laws"), including, without limitation, the U.S. Family Educational Rights and Privacy Act of 1974, as amended ("FERPA"). Full details of Magic School's privacy commitments with respect to use of the Services are found in its general posted Privacy Policy at <https://www.magicschool.ai/privacy-security/privacy-policy>, its posted Student Data Policy at <https://www.magicschool.ai/privacy-security/student-data-policy>, and its [Student Data Privacy Addendum](#) incorporated herein unless Magic School and Educational Institution have entered

into a separate negotiated data processing addendum that includes reasonably equivalent protections with regard to student data.

- 3.3. *Anonymous Data.* Subject to Magic School's compliance with applicable Privacy Laws, Educational Institution acknowledges and agrees that Magic School is permitted to compile and use statistical or otherwise anonymized, non-personally identifiable information obtained by Magic School's operation of the Services and use or transfer such information for any proper business purposes, provided, however, that such data has been fully de-identified and cannot in any way be traced back to Educational Institution or any Users and does not contain any personally identifiable information. Magic School may also use such fully anonymized information to help train its AI models or use aggregated information publicly to show trends about the general use and performance of the Services.

#### **4. Proprietary Rights.**

- 4.1. *Educational Institution Intellectual Property.* As between Magic School and Educational Institution, Educational Institution shall retain all right, title and interest in and to Educational Institution Data and all other Intellectual Property Rights owned or possessed by Educational Institution, subject only to the limited rights of Magic School under this Agreement to use or process Educational Institution Data and systems solely for the purposes of providing Magic School's Services under this Agreement.
- 4.2. *Magic School Intellectual Property.* As between Educational Institution and Magic School, Magic School shall retain all right, title and interest in and to the Magic School Services and Intellectual Property therein, and any changes, derivatives, corrections, configuration, customizations, developments, bug fixes, enhancements, updates and other modifications and improvements thereto created by or for Magic School ("Works"). For the avoidance of doubt, Magic School Intellectual Property shall not include any Educational Institution Intellectual Property, or vice versa.
- 4.3. *Feedback.* Magic School encourages Educational Institution to provide suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to the Services and related resources ("**Feedback**"). To the extent Educational Institution provides Feedback, Educational Institution grants Magic School a non-exclusive, royalty-free, fully paid, sub-licensable, transferable, irrevocable, perpetual, worldwide right and license to make, use, sell, offer for sale, import and otherwise exploit Feedback (including by incorporation of such Feedback into the Services without restriction); provided that such Feedback does not identify Educational Institution or any Users or include any designated Educational Institution Data without Educational Institution's prior written consent.

#### **5. Fees and Payment Terms.**

- 5.1. Educational Institution will pay Magic School the Fees as set forth on the Order Form (the "**Fees**"). Unless otherwise set forth in the applicable Order Form, Educational Institution will pay all Fees in accordance with the following: (a) Fees are invoiced in advance; (b) the first invoice will coincide with the Order Start Date; (c) payment will be due within thirty (30) days from the date of the invoice; and (d) all amounts will be denominated and paid in U.S. dollars. Upon execution by Educational Institution and Magic School's, each Order Form is non-cancellable and non-refundable except as expressly provided in this Agreement.
- 5.2. *Taxes.* Unless Educational Institution is a tax-exempt organization, in which case it will provide a tax exemption certificate if requested by Magic School, Educational Institution will be responsible for all applicable transaction taxes in connection with this Agreement including, but not limited to, sales, use, excise, value-added, goods and services, consumption, and other similar taxes or duties ("**Taxes**"), which Magic School will itemize on invoices if and when applicable.

- 5.3. *Disputes.* Educational Institution will notify Magic School in writing in the event Educational Institution disputes any fees or Taxes paid or payable by Educational Institution under this Agreement. Educational Institution must provide such notice to Magic School prior to the due date of the invoice containing such fees or Taxes due that are in dispute and the parties will work together to resolve the applicable dispute promptly. Any such dispute will be reasonable and made in good and the notice shall detail (a) the amount in dispute, and (b) the reason for the dispute set out in sufficient detail to facilitate investigation by Magic School and resolution by the parties. The parties will work in good faith to resolve any dispute regarding payments due, provided, however, if a dispute is not resolved within thirty (30) days of the due date of the disputed payment, the parties may pursue available remedies under this Agreement and applicable law.
- 5.4. *Purchase Orders.* Notwithstanding any language to the contrary therein, no terms or conditions stated in a Educational Institution purchase order, vendor onboarding process or web portal, or any other Educational Institution order documentation (excluding mutually executed Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. If Educational Institution issues a purchase order, then it shall be for the full amount set forth in the applicable Order Form. Upon request, Magic School shall reference the purchase order number on its invoices, provided, however, that Educational Institution agrees that a failure to issue a purchase order or provide Magic School with the corresponding purchase order shall not relieve Educational Institution of its obligations to provide payment to Magic School pursuant to Section 5.1 above.
- 5.5. *Failure to Pay.* Unpaid invoices are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection including reasonable attorneys' fees and costs. If any charge owing by Educational Institution is 30 days or more overdue, then without limitation of any of its other rights or remedies, Magic School may suspend performance of those Services until Magic School receives all past due amounts from Educational Institution.
- 5.6. *Future Functionality.* Educational Institution agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public or private comments made by Magic School regarding future functionality or features. Educational Institution acknowledges that no representative of Magic School has authority to bind Magic School to any terms or conditions not expressly stated in this Agreement, or the same be amended from time to time a mutually executed amendment to the foregoing.

## 6. Indemnification

- 6.1. *By Magic School.* Magic School shall defend, indemnify and hold harmless Educational Institution and its officers, directors, employees and agents from and against all third-party claims, suits, actions, damages, settlements, losses, liabilities, costs (including without limitation reasonable attorney's fees) and expenses arising from (i) any infringement, misappropriation or violation of any third party United States patent, trademark, copyright or other intellectual property right by the Services ("**Infringement Claims**"); or (ii) Magic School's failure to comply with its obligations to protect Educational Institution Data under this Agreement. If Magic School believes that any portion of the Services may be subject to such an Infringement Claim, then Magic School may, at its sole option and expense: (A) procure for Educational Institution the right to continue using the Service; (B) modify or replace the infringing portions of the Services to allow for continued use, or if these alternatives are not commercially reasonable refund any unused, prepaid Fees and terminate this Agreement. Notwithstanding the foregoing, the Magic School's indemnification obligations set forth in this Section 6.1 do not apply to, and Magic School will have no obligation to Educational Institution for, any claim to the extent arising from (i) modifications to the Services by anyone other than Magic School, (ii) modifications to the Services based upon specifications furnished by Educational Institution, (iii) Educational Institution's and/or any of its Users' use

of the Services other than as authorized in this Agreement, the Order Form or in the applicable Documentation, (iv) use of the Services in conjunction with third-party software, hardware or data other than that approved by Magic School, (v) Educational Institution's indemnification obligations under Section 6.2, or (vi) any combination of the foregoing.

- 6.2. *By Educational Institution.* Educational Institution shall defend, indemnify and hold harmless Magic School and its officers, directors, employees and agents from and against all third-party claims, suits, government investigations, fines, actions, damages, settlements, losses, liabilities, costs (including without limitation reasonable attorney's fees) and expenses arising from related to (i) Educational Institution's failure to comply with its obligations under Sections 2.2 of this Agreement, or (ii) allegations that Educational Institution was not authorized or licensed to provide Educational Institution Data to Magic School for processing by Magic School in compliance with the requirements of this Agreement.
- 6.3. *Indemnification Procedures.* As a condition to being indemnified under this Section, the Party seeking indemnification shall: (i) promptly notify the indemnifying Party of the Claim; (ii) allow the indemnifying Party sole control of the defense and settlement of the Claim; and (iii) provide assistance, at the indemnifying Party's expense, in defending or settling the Claim. The indemnifying Party shall (a) keep the indemnified Party informed of and consult with the indemnified Party in connection with the progress of such litigation or settlement and (b) not settle any such Claim in a manner that does not unconditionally release the indemnified Party without the indemnified Party's written consent, not to be unreasonably withheld or delayed.

## **7. Warranties; Disclaimers.**

- 7.1. Magic School warrants during the Term of this Agreement that the Services when used as authorized herein will operate in all material respects in accordance with the specifications and descriptions in the Documentation. In the event of failure of the Services under this warranty, as Educational Institution's sole and exclusive remedy, Magic School shall use commercially reasonable efforts to remediate any reported and reproducible defect or error and provide updated Services or a reasonable work-around to Educational Institution within a reasonable period of time, not to exceed thirty (30) days from Magic School's receipt of notice, after which if such defect or error continues despite Magic School's efforts, Educational Institution may terminate this Agreement and receive a refund of any unused prepaid fees.
- 7.2. EXCEPT FOR THE FOREGOING, MAGIC SCHOOL PROVIDES THE SERVICES "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. MAGIC SCHOOL HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY, ACCURACY OR ACHIEVEMENT OF RESULTS OR EDUCATIONAL OUTCOMES. WITHOUT LIMITING THE FOREGOING, GIVEN THE NATURE OF GENERATIVE ARTIFICIAL INTELLIGENCE, NEITHER MAGIC SCHOOL NOR ANY OF ITS SUPPLIER MAKE ANY REPRESENTATIONS OR WARRANTIES CONCERNING THE CONTENT CONTAINED IN, GENERATED BY, OR ACCESSED THROUGH USE OF THE SERVICES WHICH EDUCATIONAL INSTITUTION AND ITS USERS USE AT THEIR RISK.

## **8. Limitation of Liability.**

- 8.1. *General Limitation of Liability.* IN NO EVENT SHALL EITHER PARTY BE LIABLE HEREUNDER TO THE OTHER UNDER ANY THEORY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR LOST DATA OR PROFITS, WHETHER OR NOT FORESEEABLE.

- 8.2. *Mutual Liability Limits.* EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 6, AND EDUCATIONAL INSTITUTION'S OBLIGATION TO PAY FEES, AND EXCEPT FOR A PARTY'S FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, A PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED A SUM EQUAL TO THE AMOUNTS PAID OR PAYABLE TO MAGIC SCHOOL BY EDUCATIONAL INSTITUTION HEREUNDER IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY ("**CAP**"). WITHOUT LIMITING THE FOREGOING, MAGIC SCHOOL SHALL HAVE NO LIABILITY FOR ANY FAILURE OF THE SERVICES ARISING FROM OR RELATED TO (i) EDUCATIONAL INSTITUTION'S OR ITS USERS' FAILURE TO CONFIGURE THE SERVICES IN CONFORMANCE WITH THE DOCUMENTATION OR (ii) EDUCATIONAL INSTITUTION'S OR ITS USER'S VIOLATION OF PRIVACY LAWS.

## 9. Term and Termination.

- 9.1. *Term of Agreement.* This Agreement commences on the Effective Date shown in the first Order Form and continues for the period specified in the Order Form ("**Initial Term**"). Upon expiration of the Initial Term, this Agreement and the Order Form will automatically renew for additional one-year periods (each a "**Renewal Term**") unless a Party gives at least thirty (30) days' prior written notice of its intent not to renew prior to the expiration of the then-current Initial Term or Renewal Term. Unless otherwise agreed by the Parties, pricing will be at the then-current standard rates for the Services which Magic School will provide at least sixty (60) days' prior to the expiration of the then-current Initial Term or Renewal Term. The Initial Term and any Renewal Terms will be collectively referred to herein as the "**Term**".
- 9.2. *Termination for Cause.* A Party may terminate this Agreement for cause: (i) thirty (30) days following written notice to the other Party of a material breach if such material breach remains uncured at the expiration of such thirty (30) day period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination for cause by Magic School, Educational Institution shall pay any unpaid Fees due for the remainder of the then current Term. In the event Educational Institution terminates Magic School for cause, Magic School will refund on a pro-rata basis any pre-paid unused Fees based on the termination date.
- 9.3. *Events on Termination.* Upon termination of this Agreement for any reason: (i) each Party will promptly cease all use and return or destroy the other's Confidential Information (at the disclosing Party's discretion), (ii) Magic School will terminate access of Educational Institution and its Users to the Services, and (iii) Educational Institution will promptly, but in no event later than 15 days after termination, pay in full all Fees due prior to termination. Provisions of this Agreement that by their nature should survive any termination or expiration of this Agreement shall survive.

## 10. Miscellaneous

- 10.1. *Publicity.* Educational Institution grants Magic School a limited, non-exclusive, royalty-free, right to use Educational Institution's names, marks, and logos on online pages maintained by Magic School under this Agreement for Educational Institution, and for publicity and marketing to identify Educational Institution as a Magic School customer; provided that Magic School will comply with all trademark guidelines and directions regarding such names, marks, and logos as provided by Educational Institution. Educational Institution may revoke Magic School's permissions to use Educational Institution's names, marks, and logos by emailing [hey@magicschool.ai](mailto:hey@magicschool.ai) documenting this request.
- 10.2. *Force Majeure.* Except for payment obligations, if either Party is prevented from performing or is unable to perform any of its obligations under this Agreement due to causes beyond the

reasonable control of the Party invoking this provision, including but not limited to acts of God, acts of civil or military authorities, riots or civil disobedience, wars, strikes or labor disputes, such Party's performance shall be excused and the time for performance shall be extended accordingly provided that the Party immediately takes all reasonably necessary steps to resume full performance.

- 10.3. *Severability.* If any provision of this Agreement be found invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect and the affected provision shall be amended to make it legal and enforceable while preserving its intent.
- 10.4. *Entire Agreement.* This Agreement, including the Order Form, and any incorporated schedules and addenda, constitutes the entire understanding and agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings between the Parties, as well as terms in a pre-printed document such as a purchase order, invoice, statement of work or the like; any such terms shall be considered as proposed additions and are hereby expressly rejected unless agreed to in a writing signed by both parties.
- 10.5. *Modification.* No amendment, modification, supplement or other purported alteration of this Agreement shall be binding upon the Parties unless it is in writing and is signed on behalf of the Parties' authorized representatives.
- 10.6. *Headings.* The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
- 10.7. *Counterparts.* This Agreement may be executed in one or more counterparts (including by means of facsimile), each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic format (i.e., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement.
- 10.8. *Notices.* Notices required hereunder shall be effective if delivered by email (effective upon transmission, as evidenced by transmission reports), by courier or delivery service (effective upon delivery), or by first class United States mail, return receipt requested (effective upon receipt), and shall be sent to the addresses shown in the Order Form or as updated by notice.

IN WITNESS WHEREOF, the parties are signing this Master Services Agreement as of the Effective Date.

Magic School, Inc.

"Educational Institution"

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Magic School** **Data Privacy Addendum**

This Data Privacy Addendum (this “**DPA**” or “**Addendum**”) amends and forms a part of the agreement to which this DPA is appended or incorporated by reference (the “**Agreement**”) between **Magic School, Inc**, a Colorado corporation with offices at 4845 Pearl East Cir Ste 118 PMB 83961 Boulder, CO 80301 (“**Magic School**”), and the and the educational institution, school, district, or other educational institution identified who is party to the Agreement with Magic School (the “**District**”), each a “**Party**” and collectively the “**Parties**.” In the event of a conflict between this Addendum and any other agreement between the parties, this Addendum takes precedence, but only with respect to the subject matter of this Addendum. District and Magic School agree as follows:

1. **Definitions**. For purposes of this Addendum:

- a. “**Data Privacy Laws**” means all applicable laws, regulations, and other legal or self-regulatory requirements in any jurisdiction relating to privacy, data protection, data security, breach notification, or the Processing of Personal Information, including without limitation, to the extent applicable, the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 *et seq.* (“**CCPA**”), the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (“**FERPA**”), the General Data Protection Regulation, Regulation (EU) 2016/679 (“**GDPR**”) the United Kingdom Data Protection Act (2018) (“**UK 2018 Privacy Act**”), and the Swiss Federal Act on Data Protection (“**Swiss FADP**”). For the avoidance of doubt, if Magic School’s Processing activities involving Personal Information are not within the scope of a given Data Privacy Law, such law is not applicable for purposes of this Addendum.
- b. “**Consumer**” means an identified or identifiable natural person about whom Personal Information relates.
- c. “**Personal Information**” includes “personal data,” “personal information,” “personally identifiable information,” and similar terms, and such terms shall have the same meaning as defined by applicable Data Privacy Laws.
- d. “**Process**” and “**Processing**” mean any operation or set of operations performed on Personal Information or on sets of Personal Information, whether or not by automated means, such as collection, recording, organization, creating, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- e. “**Sub-processor**” means an entity appointed by Magic School to Process data on its behalf.
- f. “**Security Breach**” means any accidental or unlawful acquisition, destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Information.
- g. “**Standard Contractual Clauses**” means one or both of the following, as the context requires:
  1. For Personal Information subject to the UK Data Protection Law, the “**International Data Transfer Addendum**” approved 2 February 2022 to the European Commission’s 2021 Standard Contractual Clauses; and
  2. For Personal Information subject to the GDPR or the Swiss FADP, the “**2021 Standard Contractual Clauses**,” defined as the clauses issued pursuant to the EU Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, available at [http://data.europa.eu/eli/dec\\_impl/2021/914/oj](http://data.europa.eu/eli/dec_impl/2021/914/oj) and completed as described in the “Data Transfers” section below.

2. **Scope and Purposes of Processing.**

Magic School will Process Personal Information solely: (1) to fulfill its obligations to District under the Agreement, including this Addendum; (2) pursuant to District's instructions; and (3) in compliance with applicable Data Privacy Laws.

3. **CCPA Acknowledgment.**

The parties acknowledge and agree that Magic School is a service provider for the purposes of the California Consumer Privacy Act (the "CCPA"). Magic School certifies that it understands the rules, restrictions, requirements and definitions of the CCPA. Magic School agrees to refrain from taking any action that would cause any transfers of Personal Information to or from Magic School to qualify as a sale of Personal Information under the CCPA.

4. **Personal Information Processing Requirements.** Magic School will:

- a. Ensure that the persons it authorizes to Process the Personal Information have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- b. Assist District in the fulfillment of District's obligations to respond to verifiable requests by Consumers (or their lawful representatives) for exercising their rights under Data Privacy Laws (such as rights to access or delete Personal Information).
- c. Promptly notify District of (i) any third-party or Consumer complaints regarding the Processing of Personal Information; or (ii) any government or Consumer requests for access to or information about Magic School's Processing of Personal Information on District's behalf, unless prohibited by Data Privacy Laws. Magic School will provide District with reasonable cooperation and assistance in relation to any such request.

5. **Data Security.** Magic School will implement appropriate administrative, technical, physical, and organizational measures to protect Personal Information, as set forth in Exhibit A.

6. **Security Breach.** Magic School will notify District without undue delay, of any Security Breach and will assist District in District's compliance with its Security Breach-related obligations, including without limitation, by:

- a. Taking steps to mitigate the effects of the Security Breach and reduce the risk to Consumers whose Personal Information was involved; and
- b. Providing District with the following information, to the extent known:
  - i. The nature of the Security Breach, including, where possible, how the Security Breach occurred, the categories and approximate number of Consumers concerned, and the categories and approximate number of Personal Information records concerned;
  - ii. The likely consequences of the Security Breach; and
  - iii. Measures taken or proposed to be taken by Magic School to address the Security Breach, including, where appropriate, measures to mitigate its possible adverse effects.

7. **Subcontractors.**

- a. District acknowledges and agrees that Magic School may use Magic School affiliates and other subcontractors to Process Personal Information in accordance with the provisions within this Addendum and Data Privacy Laws. Where Magic School sub-contracts any of its rights or obligations concerning Personal Information, including to any affiliate, Magic School will take steps to select and retain subcontractors that are capable of maintaining

appropriate privacy and security measures to protect Personal Information consistent with applicable Data Privacy Laws.

- b. Magic School has provided a current list of Magic School’s subprocessors listed herein as Exhibit B, and District hereby consents to Magic School’s use of such subprocessors. Magic School will maintain an up-to-date list of its subprocessors, and it will provide District with at least thirty (30) days’ notice of any new subprocessor added to the list prior to transferring District Personal Information to such a new subprocessor. In the event District objects to a new subprocessor, Magic School will not transfer District Personal Information to the new subprocessor and will use reasonable efforts to make available to District a change in the services or recommend a commercially reasonable change to, District’s use of the services to avoid Processing of Personal Information by the objected-to subprocessor without unreasonably burdening the District. District may, in its sole discretion, terminate the Agreement by providing written notice to Magic School in the event that it promptly objects to a subprocessor and Magic School is unable to change the services to satisfy District.

**8. Data Transfers.**

- a. District authorizes Magic School to make international transfers of the Personal Information only if (i) applicable Data Privacy Law for such transfers is respected and (ii) the transfer is otherwise permitted by this DPA.
- b. With respect to Personal Information transferred from the United Kingdom for which UK Data Protection Law (and not the law in any European Economic Area (“EEA”) jurisdiction or Switzerland) governs the international nature of the transfer, the 2021 Standard Contractual Clauses along with the UK International Data Transfer Addendum form part of this DPA and take precedence over the rest of this DPA to the extent of any conflict and shall be deemed completed as follows:
  - The “exporter” is District, and the exporter’s contact information is set forth in the Agreement,
  - The “importer” is Magic School, and Magic School’s contact information is set forth below.
  - By entering into this DPA, the Parties are deemed to be signing the 2021 Standard Contractual Clauses and their applicable Appendices.
- c. With respect to Personal Information transferred from the EEA and Switzerland, the 2021 Standard Contractual Clauses form part of this DPA and take precedence over the rest of this DPA to the extent of any conflict, and they will be deemed completed as follows:
  - District acts as a controller and Magic School acts as District’s processor with respect to the Personal Information subject to the 2021 Standard Contractual Clauses, and its Module 2 applies.
  - Clause 7 (the optional docking clause) is included.
  - Under Clause 9 (Use of sub-processors), the parties select Option 2 (General written authorization). The initial list of sub-processors is set forth as indicated in Section

11(b) of this DPA and Magic School shall update that list and provide notice to District at least thirty (30) days in advance of any intended additions or replacements of sub-processors.

- Under Clause 11 (Redress), the optional requirement that data subjects be permitted to lodge a complaint with an independent dispute resolution body does not apply.
- Under Clause 17 (Governing law), the parties choose Option 1 (the law of an EU Member State that allows for third-party beneficiary rights). The parties select the laws of Ireland.
- Under Clause 18 (Choice of forum and jurisdiction), the parties select the courts of Ireland.
- Annexes I and II of the 2021 Standard Contractual Clauses are set forth in Schedule B of the DPA.
- Annex III of the 2021 Standard Contractual Clauses (List of subprocessors) is inapplicable.

d. Additional Safeguards for the Transfer and Processing of Personal Information from the EEA, Switzerland, and the United Kingdom. To the extent that Magic School Processes Personal Information of Data Subjects located in or subject to the applicable Data Privacy Laws of the EEA, Switzerland, or the United Kingdom, Magic School agrees to the following safeguards to protect such data to an equivalent level as applicable Data Privacy Laws:

- Magic School and District shall encrypt all transfers of the Personal Information between them, and Magic School shall encrypt any onward transfers it makes of such personal data, to prevent the acquisition of such data by third parties.
- Magic School will use all reasonably available legal mechanisms to challenge any demands for data access through national security process it receives as well as any non-disclosure provisions attached thereto.
- At 12-month intervals or more often if required by applicable Data Privacy Law, Magic School shall create a transparency report that it will make available to District upon request, indicating the types of binding legal demands for the Personal Information it has received, including national security orders and directives, which shall encompass any process issued under FISA Section 702.
- Magic School will promptly notify District if Magic School can no longer comply with the applicable Standard Contractual Clauses or the clauses in this Section. Magic School shall not be required to provide District with specific information about why it can no longer comply, if providing such information is prohibited by applicable law. Such notice shall entitle District to terminate the Agreement (or, at District's option, affected statements of work, order forms, and like documents thereunder) and receive a prompt pro-rata refund of any prepaid amounts thereunder. This is without prejudice to District's other rights and remedies with respect to a breach of the Agreement.

9. **Audits.** Magic School will make available to District all records necessary to demonstrate compliance with this Addendum and will allow for and contribute to audits conducted by District or another auditor mandated by District, provided that, such audit shall occur no more than once every twelve (12) calendar months, upon reasonable prior written notice, and to the extent Magic School's personnel are required to cooperate thereupon, during Magic School's normal business hours.

10. **Return or Destruction of Personal Information.** Except to the extent required otherwise by Data Privacy Laws, Magic School will, at the choice of District, return to District and/or securely destroy all Personal Information upon (a) written request of District or (b) termination of the Addendum. Except to the extent

prohibited by Data Privacy Laws, Magic School will inform District if it is not able to return or delete the Personal Information.

11. **Term; Survival.** The term of this Addendum shall commence as of the Effective Date and will continue until terminated by the parties upon a 30-day prior written notice or until the underlying Addendum between the parties has been terminated. The provisions of this Addendum shall survive the termination or expiration of this Addendum for so long as Magic School or its subcontractors Process the Personal Information.

## **Schedule A**

### **Appendix 1 to the 2021 Standard Contractual Clauses**

This Appendix forms part of the Standard Contractual Clauses.

#### **Data exporter**

The data exporter is (please specify briefly your activities relevant to the transfer): District, who is engaging Magic School for the purposes described in the Agreement and any relevant Statements of Work.

#### **Data importer**

The data importer is (please specify briefly activities relevant to the transfer): Magic School, who will process the Personal Information for the purposes described in the Agreement and any relevant Statements of Work.

#### **Data subjects**

The personal data transferred concern the following categories of data subjects (please specify):

Data subjects located in the EEA, UK, or Switzerland whose information is provided from District to Magic School for processing pursuant to the Agreement and this DPA.

#### **Categories of data**

The personal data transferred concern the following categories of data (please specify):

Any categories of personal data provided by District to Magic School regarding data subjects in the EEA, UK, or Switzerland whose information is provided from District to Magic School for processing pursuant to the Agreement and this DPA, such personal data being provided for the purposes of creating user accounts to identify authorized users of the Services who are District's employees or authorized personnel and optional "profile" information a user may provide.

#### **Special categories of data (if appropriate)**

The personal data transferred concern the following special categories of data (please specify): None.

#### **Processing operations (including subject matter, nature, purpose and duration of Processing)**

The personal data transferred will be subject to the following basic processing activities (please specify): All Processing activities set forth in the Agreement and any relevant Statements of Work.

### **Appendix 2 to the 2021 Standard Contractual Clauses**

This Appendix forms part of the Standard Contractual Clauses.

**Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):**

See Exhibit A.

**Schedule B**

**Annexes I and II of the 2021 Standard Contractual Clauses ANNEX I**

**A. List of Parties**

**Data exporter:**

Name: The District, as defined in the Agreement between District and Magic School Dev under which data will be processed (“Agreement”) on behalf of itself and its Affiliates.

Address: The District's address, as set out in the Agreement

Contact person's name, position and contact details: The District's contact details, as set out in the Order Form and/or as set out in the District's Company Account

Activities relevant to the data transferred under these Clauses: Processing of Personal Data in connection with District's use of the Services under the Agreement

Role (controller/processor): Controller

**Data importer(s):**

Name: Magic School

Address: 4845 Pearl East Cir Ste 118 PMB 83961 Boulder, CO 80301

Adeel Khan, CEO, adeel@magicschool.ai

Activities relevant to the data transferred under these Clauses: The processing activities as described in the Agreement and any relevant Statements of Work

Role (controller/processor): Processor

**B. Description of Transfer**

**Categories of Data Subjects whose Personal Data is Transferred**

District may submit Personal Data in the course of using the Services, the extent of which is determined and controlled by District in District's sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of Data Subjects: Personal Information on authorized users of the Services who are District's employees or authorized personnel

**Categories of Personal Data Transferred**

You may submit Personal Data to the Services, the extent of which is determined and controlled by you in your sole discretion, and which may include but is not limited to the following categories of Personal Data: Personal Data being provided for the purposes of creating user accounts to identify authorized users of the Services who are District's employees or authorized personnel and optional “profile” information a user may provide.

**Sensitive Data transferred and applied restrictions or safeguards**

The parties do not anticipate the transfer of sensitive data. Magic School is not responsible for processing any sensitive data unless and until mutually agreed by the parties.

**Frequency of the transfer**

Continuous

**Purpose of the transfer and further processing**

Magic School will Process Personal Data as necessary to provide the Services pursuant to the Agreement, as further specified in the Order Form, and as further instructed by District in District's use of the Services.

**Period for which Personal Data will be retained**

Subject to the data retention requirements of the Agreement, we will Process Personal Data for the duration of the Agreement, unless otherwise agreed in writing.

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Last Updated: 8/27/2024

### **Competent Supervisory Authority**

For the purposes of the Standard Contractual Clauses, the supervisory authority that shall act as competent supervisory authority is either (i) where District is established in an EU Member State, the supervisory authority responsible for ensuring District's compliance with the GDPR; (ii) where District is not established in an EU Member State but falls within the extra-territorial scope of the GDPR and has appointed a representative, the supervisory authority of the EU Member State in which District's representative is established; or (iii) where District is not established in an EU Member State but falls within the extra-territorial scope of the GDPR without having to appoint a representative, the supervisory authority of the EU Member State in which the Data Subjects are predominantly located. In relation to Personal Data that is subject to the UK GDPR or Swiss DPA, the competent supervisory authority is the UK Information Commissioner or the Swiss Federal Data Protection and Information Commissioner (as applicable).

## **ANNEX II - TECHNICAL AND ORGANIZATIONAL MEASURES INCLUDING TECHNICAL AND ORGANIZATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA**

*Description of the technical and organizational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.*

See Exhibit A

## Exhibit A

### Magic School DATA SECURITY MEASURES

Magic School will implement and maintain the following administrative, technical, physical, and organizational security measures for the Processing of Personal Information:

Magic School's Information Security Program includes specific security requirements for its personnel and all subcontractors or agents who have access to Personal Information ("Data Personnel"). Magic School's security requirements cover the following areas:

1. Information Security Policies and Standards. Magic School will maintain written information security policies, standards and procedures addressing administrative, technical, and physical security controls and procedures. These policies, standards, and procedures shall be kept up to date, and revised whenever relevant changes are made to the information systems that use or store Personal Information.
2. Physical Security. Magic School will maintain commercially reasonable security systems at all Magic School sites at which an information system that uses or stores Personal Information is located ("Processing Locations") that include reasonably restricting access to such Processing Locations, and implementing measures to detect, prevent, and respond to intrusions.
3. Organizational Security. Magic School will maintain information security policies and procedures addressing data disposal, data minimization, data classification, and incident response protocols.
4. Network Security. Magic School maintains commercially reasonable information security policies and procedures addressing network security.
5. Access Control. Magic School agrees that: (1) only authorized Magic School staff can grant, modify or revoke access to an information system that Processes Personal Information; and (2) it will implement commercially reasonable physical and technical safeguards to create and protect passwords.
6. Virus and Malware Controls. Magic School protects Personal Information from malicious code and will install and maintain anti-virus and malware protection software on any system that handles Personal Information.
7. Personnel. Magic School has implemented and maintains a security awareness program to train employees about their security obligations. Data Personnel follow established security policies and procedures. Disciplinary process is applied if Data Personnel fail to adhere to relevant policies and procedures.
8. Subcontractor security. Magic School shall only select and contract with subcontractors that are capable of maintaining appropriate security safeguards that are no less onerous than those contained in the Addendum and this Exhibit.
9. Business Continuity. Magic School implements disaster recovery and business resumption plans that are kept up to date and revised on a regular basis. Magic School also adjusts its Information Security Program in light of new laws and circumstances, including as Magic School's business and Processing change.

**Exhibit B**

**Current Subprocessors**

The Subprocessor list below includes any third-parties who may have access to your data by utilizing our service. The type of data that the Subprocessor has access to is limited to only what is reasonably necessary to perform the service provided.

<u>Entity Name</u>	<u>Subprocessing Activities</u>	<u>Entity Country</u>	<u>Processing Location</u>
Vercel, Inc.	Hosting	United States	United States
Amazon.com, Inc	Hosting	United States	United States
Supabase, Inc.	Infrastructure Hosting	Singapore	United States
Alphabet, Inc.	Website Traffic Analysis, Hosting	United States	United States
SendGrid, Inc.	Customer Communications	United States	United States
Intercom, Inc.	Customer Support	United States	United States
Stripe, Inc.	Payment Processing	United States	United States
Hubspot, Inc.	Communication with Authorized Users in connection with the provision of the Services and Support	United States	United States
Salesforce, Inc.	Communication with Authorized Users in connection with the provision of the Services and Support	United States	United States
OpenAI, Inc.	AI Functionality	United States	United States
Anthropic PBC	AI Functionality	United States	United States
Perplexity.ai	AI Functionality	United States	United States
Google Gemini	AI Functionality	United States	United States
Amplitude, Inc.	Event logging for analytics	United States	United States
Sentry, Inc	Event logging for analytics	United States	United States
Microsoft Corporation	Event logging for analytics	United States	United States
Metabase	Event logging for analytics	United States	United States
Airbyte	Data Consolidation Platform	United States	United States
Edlink	SSO Services	United States	United States
Trigger.Dev	SSO Services	United States	United States

By signing below and returning to [security@magicschool.ai](mailto:security@magicschool.ai), the District agrees to the data processing terms set out in this Data Processing Addendum and warrants that the information in this Data Processing Addendum is complete and accurate. The District must add their signature below and send the completed document to [security@magicschool.ai](mailto:security@magicschool.ai) for our records to consider this DPA executed. The District must email Magic School from the email address that they wish to receive communications to in the event of changes to subprocessors in line with clause 7.

Version: 1.3

Last Updated: 8/27/2024

Signed for and on behalf of the District: \_\_\_\_\_

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

## **ADDENDUM TO MAGIC SCHOOL AGREEMENT**

The purpose of this *Addendum to Magic School Agreement* (“Addendum”) is to modify terms and conditions provided by the Master Services Agreement, Data Privacy Addendum, and Student Data Privacy Addendum, together with any incorporated agreements, schedules, order forms, addenda and/or any other terms and conditions incorporated or added thereto, (“Agreement”) as agreed to by and between the Elizabethton City (TN) Board of Education (“Board”) and Magic School, Inc. (“Magic School”) The terms of this Addendum shall prevail in any and all instance(s) of conflict between this Addendum and any other terms or conditions of the Agreement. This Addendum shall be effective on the date executed by both parties, or, if different, then the latter date thereof.

1. **NO CONFLICT WITH TENNESSEE LAW.** Magic School acknowledges and agrees that no term or condition of any agreement or understanding between the parties, whether printed, electronic, click-through, or shrink-wrap, and whether verbal or written, with the Board, Board’s employees or other end users, shall be effective where contrary to Tennessee law, and any such provision is null, void and without effect as it applies to Board.
  
2. **DATA USE AND MANAGEMENT:**
  - a. “Data” includes all Personally Identifiable Information (PII) and other non--public information, including, but not limited to, student data, metadata, and user content. Magic School is prohibited from mining data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.
  - b. Under no circumstance shall Magic School collect, use or maintain any student data related to videos, voice recordings, biometric information, socioeconomic information, political affiliations or other information specifically prohibited by federal or Tennessee state law to be collected, maintained or used.
  - c. Magic School shall collect, maintain, use and/or disclose personally identifiable special education information in compliance with privacy, confidentiality, retention and/or other applicable provisions of the Individuals with Disabilities Act as amended.
  
3. **ACCESSIBILITY.** Magic School warrants that any software available to Board users conforms to the accessibility guidelines, including, but not limited to, supporting assistive software or devices such as large-print interfaces, text-to-speech output, refreshable braille displays, voice-activated input, and alternate keyboard or pointer interfaces, established by the World Wide Web Consortium's Web Content Accessibility Guidelines 2.2 (WCAG 2.2), and the accessibility guidelines established by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and implementing regulations set forth in 36 C.F.R. Part 1194. Magic School shall provide Board the current, completed Voluntary Product Accessibility Template (VPAT) to detail compliance with federal Section 508 standards. Magic School shall promptly respond to and resolve any complaint regarding accessibility of its products or services. Magic School further agrees to indemnify and hold harmless Board from any claims arising out of Magic School’s failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach

of the Agreement between the parties and shall be grounds for immediate termination by the Board.

4. **CERTIFICATION REGARDING DIGITAL AND ONLINE RESOURCES.** By execution of the Agreement between the parties, Magic School verifies that digital or online materials do not violate Tenn. Code Ann. § 39-17-902 and that Magic School's technology prevents a user from sending, receiving, viewing, or downloading materials that are harmful to minors, as defined in Tenn. Code Ann. § 39-17-901. Magic School agrees to filter, block, or otherwise prevent access to pornography or obscenity through use of Magic School's digital or online materials. Magic School will, within one (1) business day of receipt of Board's request unless such deadline is extended by mutual consent of the parties, remove access to digital or online materials for ages or audiences for which the Board has determined the material to be age- or audience-inappropriate.
5. **DATA SECURITY.** Magic School agrees to utilize rigorous and appropriate administrative, physical, and technical safeguards designed to protect student data or other confidential information from unauthorized access, disclosure, acquisition, destruction, use, or modification.
6. **NOTICE OF DATA BREACH.** In the event of an unauthorized release, disclosure or acquisition of student data that compromises the security, confidentiality or integrity of the student data maintained by Magic School, its subcontractors or other agents, notification to the Board shall include all information required by the Agreement but shall also include the identity of individuals whose data is breached and all other information needed to assist Board in its duty to provide notice and facts surrounding the breach to the affected students, parents, guardians or staff.
7. **NOTICE OF DISCLOSURE.** Where the Agreement permits disclosure of confidential data, including, but not limited to, aggregate summaries of de-identified information, student data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of Magic School, Magic School shall provide prompt notice to the Board of such disclosures.
8. **CERTIFICATION REGARDING ISRAEL.** By execution of the Agreement, Magic School certifies that its company is not currently engaged in and will not for the duration of agreements between the parties, engage in a boycott of Israel.
9. **IRAN DIVESTMENT ACT.** The requirements of Tenn. Code Ann. § 12-12-101, et seq., addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of the Agreement. is Contract. Magic School certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
10. **COPPA AND PARENTAL CONSENT.** Board consents on behalf of students who utilize Magic School services as permitted under the Children's Online Privacy Protection

Act (“COPPA”), and other similar privacy laws, to the collection and use of such student’s personal information provided that such consent is limited to use of the student’s personal data for the benefit of the Board and for no other commercial purposes. Board will obtain parental consent for the collection and use of personal information pursuant to the Agreement before providing access to Magic School services.

11. **PROHIBITION OF ILLEGAL IMMIGRANTS.** Magic School agrees that its company and any representative, agents, subcontractors or others providing services under the Agreement shall not knowingly utilize the services of an illegal immigrant in performance of the Agreement.
12. **SUBCONTRACTORS.** Magic School shall ensure that subcontractors are bound by terms and conditions of their respective contracts to maintain confidentiality of student data and other personally identifiable information protected by federal or state law data and to implement appropriate privacy and security measures to protect such information consistent with applicable data privacy laws. Magic School shall ensure that subcontractors are subject to all applicable requirements of state and federal law, including, but not limited to, nondiscrimination and accessibility.
13. **PUBLICITY.** The Board does not agree to grant Magic School a limited, non-exclusive, royalty-free, right to use the Board’s logos or images of Board staff, students, parents, or facilities for any purpose whatsoever without specific written consent of the Board.
14. **NON-DISCRIMINATION:** Magic School hereby 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 the Agreement or in the employment practices of Magic School on the grounds of any classification protected by federal or Tennessee constitutional or statutory law.
15. **NO LIABILITY OF BOARD OFFICIALS AND EMPLOYEES.** No Board member, administrator, official, agent or employee of Board shall be personally liable to Magic School or any other person or entity, including a third-party beneficiary, in the event any provision of the Agreement is unenforceable; there is any default or breach by Board; for any amount which may become due under the Agreement; or on any obligations under the terms of the Agreement.
16. **NO THIRD-PARTY BENEFICIARIES.** Except as otherwise expressly provided, the Agreement shall be construed to benefit the parties and their respective successors and assigns only and shall not be construed to create third party beneficiary rights in any other party or in any governmental organization or agency. No person who is not a party to the Agreement shall have any right to enforce any of its terms, even if indirectly benefited by it.
17. **NON-APPROPRIATION.** Magic School acknowledges that Board is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event Board’s funding body fails to appropriate funds or make

monies available for any fiscal year covered by the term of the Agreement, or other funding sources are terminated for any reason, the Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to Board. Such termination shall not be a breach of the Agreement, and any unused payment made to Magic School shall be returned to Board.

18. **INDEMNITY, LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTY.** Any indemnity or hold harmless provision contained in any agreement between the parties is prohibited pursuant to the Tennessee Constitution. No provision of the Agreement shall constitute a debt or pledge of the full faith and credit of the Board nor shall any provision of the Agreement act or be deemed a waiver by Board of its rights or privileges as a sovereign entity. Board's monetary limit of liability under any provision herein is limited to the monetary limits of liability provided for in the Tennessee Governmental Tort Liability Act ("TGTLA", Tenn. Code Ann. § 29-20-101 et seq.). No provision of the Agreement shall act or be deemed a waiver by Board of any immunity, including its rights or privileges or of any provision of the TGTLA. Board reserves all rights afforded to local governments under law for all general and implied warranties.
19. **AUTHORITY TO BIND THE BOARD.** No representative of Magic School shall bind the Board to any terms or conditions not expressly stated in their Agreement and any mutually executed amendment to the Agreement.
20. **DISPUTE RESOLUTION.** Both parties shall have the duty to meet, whether in person or virtually, and attempt, in good faith, to resolve any disputes or disagreements. Any dispute not resolved within twenty-five (25) days shall be referred to mediation conducted by a Tennessee Supreme Court listed Rule 31 mediator chosen by mutual agreement of the parties. Should mediation fail, either party may pursue litigation of the dispute. Should there be a material breach and should the same fail to be cured or resolved, then both parties shall have all rights and remedies against the other as permitted by law and or by their Agreement.
21. **GOVERNING LAW AND VENUE:** The Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to its conflict of law principles. The parties hereby consent to venue in a court of competent jurisdiction in Carter County, Tennessee, or if there is no court of competent jurisdiction within the county, then such court that is nearest Carter County, Tennessee.
22. **SURVIVAL.** All provisions which by their nature and context, including, but not limited, to provisions of confidentiality and data privacy, shall impose continuing obligations on either party or both parties shall survive any termination or expiration of the Agreement.
23. **SEVERABILITY.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to

modify this Agreement so as to implement their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

24. **HEADINGS.** Section heading in this Addendum are for reference only and shall not be construed as part of the Agreement.

IN WITNESS WHEREOF, the parties are signing this Master Services Agreement as of the Effective Date.

**Magic School, Inc.**

By: Tonya Stoll

Name: Tonya Stoll

Title: Sr Deal Operations Manager

Date: 7/9/2025

**Elizabethton (TN) Board of Education**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# Privacy Policy

Last Updated: 02/06/2025

[Link to Prior Privacy Policy](#)

Welcome to MagicSchool, operated by Magic School, Inc ("MagicSchool"). We provide teachers and school staff with online access to generative artificial intelligence tools through our website, browser extensions, and other services (collectively our "Services"). At MagicSchool we prioritize safety and respect your privacy.

This Privacy Policy describes how we collect, use, disclose, share, or otherwise process your personally identifiable information ("PII" or "personal data") when you visit our website or use our other Services. The categories of information we collect and how it is used will depend on your interactions with us.

If you use our student-facing features or products, such as MagicStudent, please see our [Student Data Policy](#) to learn more about how we process Student Data. If you are a teacher, school, school district or other educational institution ("Educational Institution") that uses our student-facing Services such as MagicStudent ("Student-Facing Services") for an educational purpose, then the use of the Student-Facing Services is subject to our [Student Data Privacy Addendum](#). For all Student-Facing Services, the [Student Data Privacy Addendum](#) is incorporated herein by reference unless your Educational Institution has entered into a separate agreement with us that includes reasonably equivalent protections with regard to student data.

## i. What Data We Collect

MagicSchool collects the following types of personal data when you visit our Websites or use our Services. We take steps to minimize the collection of personal data from the product to only what is necessary to provide the services.

### a. Information We May Collect via Technological Means.

Our servers, which are hosted by a third-party service provider, collect certain technical data about your device and software, including your browser type, operating system, IP address (a number that is automatically assigned to your computer when you use the Internet, which may vary from session to session and may indicate your general location), domain name, and/or a time stamp of your visit. We automatically gather this data and store it in log files each time you visit our website or access an account on our network. Unless you have provided PII in connection with your use of the Services (for example, by creating an account), we cannot use such technical data to identify your name or contact information.

We may also directly collect analytics data, or use third-party analytics tools, to help us measure traffic and usage trends in connection with the Services. We collect and

use this analytics information in aggregate form such that it cannot reasonably be used to identify any particular individual.

b. Cookies, web beacons and other tracking technologies.

We may also use various technical mechanisms such as cookies, web beacons and similar tracking technologies to monitor how users use our Services. "Cookies" are small pieces of information that a website sends to your computer's hard drive while you are viewing a website. "Web beacons" refer to various tracking technologies used to check whether you have accessed some content on our Services. We use cookies for the following purposes, specifically:

- Performance Cookies: These cookies allow us to count visits and traffic sources, so we can measure and improve the performance of our site. They help us know which pages are the most and least popular and see how visitors move around the site. All information these cookies collect is aggregated and therefore anonymous. If you do not allow these cookies, we will not know when you have visited our site.
- Functional Cookies: These cookies allow the provision of enhanced functionality and personalization, such as videos. They may be set by us or by third-party providers whose services we have added to our pages. If you do not allow these cookies, then some or all of these features may not function properly.
- Strictly Necessary Cookies: These cookies are necessary for the website to function and cannot be switched off in our systems. They are usually only set in response to actions made by you which amount to a request for services, such as setting your privacy preferences, logging in or filling in forms. You can set your browser to block or alert you about these cookies, but some parts of the site may not work then.

We may link the information we store in cookies or through other mechanisms to the PII you submit while using our Services. We may use both session cookies (which expire once you close your web browser) and persistent cookies (which stay on your computer until you delete them) to provide you with a more personal and interactive experience on our Services. You can remove persistent cookies at any time by following the directions in the "Help" section of your Internet browser. You can also disable all cookies on your Internet browser. If you choose to disable cookies, be advised that you can still visit our Websites, but some components of our Services may not be available or work properly.

We do not allow third-parties to use a user's data to create an automated profile or engage in data enhancement for the purposes of personalized advertisement.

We use third-party analytics and tracking tools solely to help deliver and improve our Services. These third-party service providers are prohibited from using your personal information for their own purposes, including creating profiles or engaging in targeted advertising.

c. Information Provided by You When Visiting Our Websites.

You may visit our Websites if you wish without creating an account or providing us with any information about yourself.

However, if you decide to use certain Services, you may be asked for information that we need in order to provide you with the Services requested. For example, if you decide to sign up for newsletters from us, attend a demonstration or virtual event, create an individual account to use our Services, or apply as an organization to join our AI Innovators program or other offerings, MagicSchool may collect some or all of the

following PII from you: (1) first and last name, (2) school or organization name, (3) role or job title, (4) email address, (5) phone number, (6) location information including state/province and country, and (7) where applicable, a user-generated password for your account. You may also be provided the opportunity to provide a profile image or other information for your account profile.

If you provide us with feedback or contact us via email (e.g., in response to an employment or a program application on our Website), we will collect your name and email address, as well as any other content or information included in or attached to your email, in order to send you a reply. If you order Services from us for a fee, we may also collect information needed for billing and payment purposes that will be processed through a secure third-party payment processor.

We may combine the information we collect directly from you with information we obtain from public sources, partners, and other third parties and use such combined information in accordance with this Privacy Policy.

ii. How We Use the Data We Collect.

In summary, we use your personal data to respond to your requests, to provide, secure, and enhance the Services, and to comply with our legal obligations. In particular, MagicSchool uses your PII for the following purposes as necessary and as permitted by applicable law:

- Identify you as a user or visitor of our Services;
- Facilitate the creation of and secure your account for use of our Services;
- Provide and administer your use of the Services;
- Personalize and improve the quality of your experience when you interact with our Services;
- Send you a welcome e-mail to verify ownership of an e-mail address provided when your account was created;
- Send you administrative e-mail notifications, such as security or support and maintenance messages;
- Respond to your inquiries and requests;
- Provide you with newsletters you request or surveys;
- Send you information about upgrades and special offers related to our Services;
- Comply with applicable laws and regulatory requirements;
- Respond to lawful requests, court orders and legal process; and
- Protect our legal interests or those with whom we do business.

We may also compile statistical or anonymized, non-personally identifiable information and use or transfer such information for any purposes; provided, however, that such data has been fully de-identified and cannot in any way be traced back to the customer or user and does not contain any personally identifiable information. We may also use such anonymized information to help train our AI models or use aggregated information publicly to show trends about the general use of our services. All customer data is encrypted at rest with AES-256 and in transit via TLS.

#### Third-Party Online Analytics Services

In connection with our Website and emails, we may use third-party online analytics services, such as those of Google Analytics. These analytics services use automated technologies to collect information (such as email address, IP address, and device identifiers) to evaluate, for example, use of our products and services and to diagnose technical issues. To learn about

how Google Analytics collects and processes data, you may visit <https://policies.google.com/technologies/partner-sites>.

#### Third-Party AI Services

We utilize application program interfaces ("API") to power the AI functionality of our Services from multiple AI vendors. A current list of these vendors can be found in our DPA in our subprocessors list.

We prioritize data security and compliance with applicable data protection laws. However, we recommend reviewing the privacy policies of our AI providers to understand their specific data handling practices.

Key items of note:

1. No AI provider we use has the right to train models on any data processed on Magic School's behalf.
2. Any data sent through these APIs is retained for up to 30 days solely for abuse and misuse monitoring before being permanently deleted—unless required by law to retain it longer.

#### Other Third-Party Services

It's important to us that we keep your information safe and secure. In order to help Magic School provide, maintain, protect and improve our services, Magic School shares information with other partners, vendors and trusted organizations to process it on our behalf in accordance with our instructions, Privacy Policy, and any other appropriate confidentiality, security or other requirements we deem appropriate. These companies will only have access to the information they need to provide the Magic School service. You can find information on these partners and subprocessors we work with in our DPA [here](#). This list may change over time, and we'll work hard to keep it up-to-date.

We do not share your personal data with third parties for their own marketing purposes, including direct marketing. We do not permit contextual advertisements, marketing, or other third-party advertising and promotion in our services. This policy applies to all users, regardless of location. Your personal data will only be shared with third-party service providers in order to fulfill the specific services you have requested from Magic School and in compliance with this Privacy Policy.

MagicSchool's use and transfer to any other app of information received from Google APIs will adhere to [Google API Services User Data Policy](#), including the Limited Use requirements.

#### Personalized Advertising

We do not use or disclose Student Data for targeted advertising purposes. Specifically, personalized advertising (ads based on a user's personal information) is not used or displayed in Magic School's products. We are committed to protecting the privacy and data of our students. We do not share student data with third-party advertisers or use it to create profiles for advertising purposes.

#### Automated Decision-Making

MagicSchool does not use in connection with the Services automated decision-making, including profiling, in a way that produces legal effects concerning you or which significantly affects you.

#### iii. Information Sharing and Disclosure

To the extent permitted by applicable law, MagicSchool may disclose your PII in the following

circumstances:

a. Service Providers.

We may engage our affiliates or third-party organizations or individuals to support us in connection with the purposes listed above, such as hosting providers, subcontractors, and third-party payment processors.

b. Law Enforcement.

It may be necessary – by law, legal process, litigation, and/or requests from public and governmental authorities within or outside your country of residence – for MagicSchool to disclose your PII. We may also disclose your PII if we determine disclosure is reasonably necessary to enforce our terms and conditions or protect our operations or users.

c. Business Transfer.

We may share your PII if MagicSchool engages in a merger, acquisition, bankruptcy, dissolution, reorganization, sale of some or all of MagicSchool's assets, financing acquisition of all or a portion of our business, a similar transaction or proceeding, or steps in contemplation of such activities (e.g., due diligence).

d. Prior Consent.

We may also disclose your PII in other circumstances with your prior informed consent. Service providers acting on our behalf are obliged to adhere to confidentiality requirements no less protective than those set forth herein and will only receive access to your PII as necessary to perform their functions.

iv. How We Protect Your Data -- Security

We are committed to protecting the security of information received via the Services, including PII. If we collect PII from you, we provide reasonable and appropriate administrative, technical, and physical security controls designed to protect your PII from unauthorized access, use, or disclosure. Despite our efforts, no security controls are 100% risk-free, and MagicSchool does not warrant or guarantee that your PII will be secure in all circumstances. If you create an account, you are responsible for keeping your account credentials and passwords secure and not allowing others to use your account.

v. Student Data.

When an Educational Institution makes our student-facing services such as MagicStudent available to students, MagicSchool may collect and process personal information related to identifiable students ("Student Data"). MagicSchool collects and uses Student Data for educational purposes only as authorized by the Educational Institution and subject to its control. MagicSchool enters into student data privacy agreements with individual Educational Institutions which govern our use and responsibilities for Student Data. We process Student Data solely as directed by the applicable Educational Institution under these agreements. For more information about the principles that guide our collection, use and disclosure of Student Data, please refer to our [Student Data Policy](#). You can also contact an Educational Institution directly if you would like to learn more about its privacy practices.

No student profile or student work is made available or visible to the public or to any other students directly from the service. Educators may allow their students to share their work with other students, educators, school administrators in their school, but no mechanisms exist to allow students to publicize or "post" directly from the service.

Other than the above, the Services do not directly provide any other form of messaging or communication between users.

vi. Your Data, Your Choice

Please note if you are a California resident, please see Section IX "Additional Information for California Residents" below for more information about your privacy rights under California law.

a. Opt-Out.

We offer you choices regarding the collection, use, and sharing of your PII. Where permitted by applicable law, we may periodically send you free newsletters and e-mails that directly promote the use of our products or services. When you receive newsletters or promotional communications from us, you may indicate a preference to stop receiving further communications from us and you will have the opportunity to "opt-out" by following the unsubscribe instructions provided in the e-mail you receive or by contacting us directly. Despite your indicated e-mail preferences for other matters, we may send you administrative notices such as updates to our Terms of Use or Privacy Policy and similar account notices.

b. Your Rights to Access, Correct, or Delete Your Personal Information.

You may edit any of your PII in your account on the Services, including contact information and/or notification settings, by editing your account profile. You may have the right to make other requests under applicable law related to your personal data in our possession, and depending on applicable law, you may have the right to appeal our decision regarding your request. Contact us at [security@magicschool.ai](mailto:security@magicschool.ai) if you have questions or a request regarding your personal data. Your rights may include a right to access your personal data that we process and transfer it, correct it, delete it (erasure), restrict it or object to its sale or use for direct marketing purposes, and to not be retaliated against for exercising your rights. We will do our best to honor your requests.

If we deny a request and you have a right to appeal, we will provide information about how to exercise that right in our response. If you are in the EU or UK, you can contact your data protection authority to file a complaint or learn more about local privacy laws.

You may request that we delete your account information by sending an email to [security@magicschool.ai](mailto:security@magicschool.ai), but please note that we may be required (by law or otherwise) to keep this information and not delete it (or to keep this information for a certain time, in which case we will comply with your deletion request only after we have fulfilled such requirements). MagicSchool will respond to such requests within thirty (30) days or sooner if required by applicable law. When we delete account information, it will be deleted from the active database, but may remain in our archives for a limited amount of time. We will otherwise retain your information for as long as your account is active, as needed to provide you with the Services you have requested, or as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

c. Information Processed Under the Direction of Customers.

If a school or other organization has registered for the Services (a "Customer") and your PII has been collected by MagicSchool as a result of such organization's use of the Services, MagicSchool collects and processes any such PII of yours under the directions of the relevant Customer. If these circumstances apply to you and you wish to access, edit, delete, or exercise any rights you may have under applicable data protection laws with respect to any PII that we have collected about you, please direct your query to the relevant Customer as this may expedite the completion of your request. We nevertheless provide reasonable assistance to our Customers to give effect to data subject rights as appropriate and required by applicable laws.

vii. Links to Third-Party Sites

Our provision of a link to any website or location outside of the Services is for your convenience and does not signify our endorsement of such other website or location or its contents. When you click on such a link, you will leave our site and go to another site. During this process, a third party may collect data, including PII, from you. Please be aware that the terms of this Privacy Policy do not apply to these outside websites or content, or to any collection of data after you click on a link to a third party. We encourage you to carefully read the privacy statement of any other website you visit.

viii. Cross Border Data Transfers

MagicSchool is located in the United States. By accessing or using the Services, or otherwise providing information to us, you understand that your information may be subject to processing, transfer, and storage in other locations. In the event that MagicSchool transfers your Personal Data from the European Economic Area ("EEA") to a country which is not subject to an adequacy decision by the European Commission, or which may not provide for the same level of data protection as the EEA, MagicSchool will ensure that the recipient of your PII offers an adequate level of protection. This may include such measures as entering into standard contractual clauses for the transfer of data as approved by the European Commission, gaining your prior consent, or other appropriate measures in accordance with applicable law.

ix. Additional Information for California Residents

If you are a California resident, California law requires us to provide you with some additional information regarding how we collect, use, and share your "personal information" (as defined in the California Consumer Privacy Act ("CCPA")).

a. How We Source, Use, and Disclose Information for Business Purposes.

The chart below details the categories of personal information we collect, the sources of such personal information, and how we use and share such information for business purposes.

Categories of Personal Information Collected	Sources of Personal Information	Purposes for Use of Personal Information (see "How We Use the Data We Collect" for more information)	Disclosures of Personal Information for Business Purposes (see "Information Sharing and Disclosure" for more information)
Contact information (e.g., name, email address, organization, role, phone number, mailing address including state/province, country)	* You	* Provide the services requested and customer service * Communicate with you * Analyze use of and personalize the services * Improve the services * Provide security, prevent fraud, and for de-bugging * Comply with legal requirements	* Service providers * Law enforcement in the event of a lawful request * With entities in the event of a business transaction * With your consent
Financial and transactional information (e.g., payment account information and donation history)	* You * Payment processors	* Process service fees * Communicate with you * Comply with legal requirements	* Payment processors * Law enforcement in the event of a lawful request * With entities in the event of a business transaction * With your consent
Login information (e.g., your account name and password)	* You	* Provide the services and customer service * Provide security, prevent fraud, and for de-bugging * Comply with legal requirements	* Service providers * Law enforcement in the event of a lawful request * With entities in the event of a business

			transaction * With your consent
Device and online identifier information (e.g., IP address, browser type, operating system, general location inferred from IP address, and similar information)	* You, through your device	* Provide the services and customer service * Analyze use of and personalize the services * Improve the services * Provide security, prevent fraud, and for de-bugging * Comply with legal requirements	* Service providers * Law enforcement in the event of a lawful request * With entities in the event of a business transaction * With your consent
Service usage information (e.g., the dates and times you use the services, how you use the services, and the content you interact with on the services)	* You, through your device	* Provide the services and customer service * Analyze use of and personalize the services * Improve the services * Provide security, prevent fraud, and for de-bugging * Comply with legal requirements	* Service providers * Law enforcement in the event of a lawful request * With entities in the event of a business transaction * With your consent

- b. Please note that the above chart does not describe the Student Data that we process. For more information about our privacy practices with regard to Student Data, please refer to our [Student Data Policy](#). In short – Student Data are processed solely on behalf of specific Educational Institutions under a student data privacy agreement. If you have questions about an Educational Institution’s privacy practices, you should contact the Educational Institution directly.
- c. Your California Privacy Rights.  
If you are a California resident, the CCPA allows you to make certain requests about your personal information. Specifically, the CCPA allows you to request us to:
- Inform you about the categories of personal information we collect or disclose about you; the categories of sources of such information; the business or commercial purpose for collecting your personal information; and the categories of third parties with whom we share/disclose personal information.
  - Provide access to and/or a copy of certain personal information we hold about you.
  - Delete certain personal information we have about you.
  - Provide you with information about the financial incentives that we offer to you, if any.

The CCPA further provides you with the right not to be discriminated (as provided for in applicable law) for exercising your rights. Please note that certain information may be exempt from such requests under California law. For example, we need certain information in order to provide our services to you. We also will take reasonable steps to verify your identity before responding to a request. In doing so, we may ask you for verification information so that we can match at least two verification points with information we maintain in our files about you. If we are unable to verify you through this method, we shall have the right, but not the obligation, to request additional information from you.

Please also note that if your personal information has been collected by MagicSchool as a result of a Customer’s (as defined above) use of our services, MagicSchool collects and maintains your personal information under the directions of the relevant Customer. If these

circumstances apply to you and you wish to access or delete any personal information that we have collected about you, please direct your query to the relevant Customer as this may expedite the completion of your request. We nevertheless provide reasonable assistance to our Customers to give effect to consumer choices as appropriate and required by applicable laws.

If you would like further information regarding your legal rights under California law or would like to exercise any of them, or if you are an authorized agent making a request on a California consumer's behalf, please contact us at [security@magicschool.ai](mailto:security@magicschool.ai).

The CCPA provides certain rights if a company "sells" personal information, as such term is defined under the CCPA. We do not engage in activities that would be considered "sales" of personal information under the CCPA.

Shine the Light Disclosure: The California "Shine the Light" law gives residents of California the right under certain circumstances to request information from us regarding the manner in which we share certain categories of personal information (as defined in the Shine the Light law) with third parties for their direct marketing purposes. We do not share your personal information with third parties for their own direct marketing purposes.

Do Not Track Signals: MagicSchool does not track users over time and across third-party websites and therefore does not respond to Do Not Track ("DNT") signals from web browsers. Further, because there currently is no industry standard concerning what, if anything, a service should do when they receive such signals, we currently do not take action in response to these signals.

x. Other State Laws

Data protection laws change and update frequently, and we endeavor to always comply with applicable laws where we operate. If you have any questions, concerns, or requests regarding the handling of your personal information, contact us at [security@magicschool.ai](mailto:security@magicschool.ai). Please note we may take reasonable steps to verify your identity and the authenticity of the request.

xi. Changes to Our Privacy Policy

MagicSchool reserves the right to change this Privacy Policy. MagicSchool will provide notification of the material changes to this Privacy Statement through our Website and, where appropriate, when you login to your account or by email to any email address of yours we may have on file, at least thirty (30) days prior to the change taking effect.

xii. Contact Us

MagicSchool welcomes your comments, questions, and concerns regarding our Privacy Policy. Please contact us at [security@magicschool.ai](mailto:security@magicschool.ai) or at our mailing address below:

MagicSchool  
Attn: Legal Department  
4845 Pearl East Cir Ste 118 PMB 83961  
Boulder, CO 80301-6112

MagicSchool participates in the iKeepSafe Safe Harbor program. If you have any questions or need to file a complaint related to our privacy policy and practices, please do not hesitate to contact the iKeepSafe Safe Harbor program at [COPPAprivacy@ikeepSAFE.org](mailto:COPPAprivacy@ikeepSAFE.org)

**Supplemental GDPR Privacy Statement**

This Supplemental GDPR Privacy Statement is relevant to any individual located in the European Economic Area who uses our Services.

European Union Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR"), requires MagicSchool to provide additional and different information about its data processing practices to data subjects in the EEA. If you are accessing the Services from a member state of the EEA, this Supplemental GDPR Privacy Statement applies to you.

For purposes of the GDPR, MagicSchool 4845 Pearl East Cir Ste 118 PMB 83961 Boulder, CO 80301, is the data controller of your personal information.

**Legal Basis of Processing.** In general, the legal basis for MagicSchool's processing of your personal data in connection with the Services is Article 6(1)(b) of the EU GDPR, which allows processing of personal data as necessary for the performance of a contract or to fulfill your requests.

As exceptions, MagicSchool relies on your consent with respect to cookies that are not strictly necessary and direct marketing emails per Article 6(1)(a) of the EU GDPR; and pursues legitimate interests under Article 6(1)(f) of the EU GDPR with respect to situations where MagicSchool needs to process your personal data to comply with applicable laws (as a U.S.-based company, MagicSchool is subject to U.S. laws and must comply with them) or processes your personal data to improve our business and Services.

**Personal Data Transfers outside of the EEA.** MagicSchool may transmit some of your personal data to a country where the data protection laws may not provide a level of protection equivalent to the laws in your jurisdiction, including the United States. As required by applicable law, MagicSchool will provide an adequate level of protection for your personal data using various means, including, where appropriate:

- relying on a formal decision by the European Commission that a certain country ensures an adequate level of protection for personal data (a full list of such decisions may be accessed online here: [http://ec.europa.eu/justice/data-protection/international-transfers/adequacy/index\\_en.htm](http://ec.europa.eu/justice/data-protection/international-transfers/adequacy/index_en.htm));
- entering into appropriate data transfer agreements based on language approved by the European Commission, such as the Standard Contractual Clauses (2010/87/EC and/or 2004/915/EC), which are available upon request at [security@magicschool.ai](mailto:security@magicschool.ai);
- implementing appropriate physical, technical and organizational security measures to protect Personal Data against accidental or unlawful destruction, accidental loss or alteration, unauthorized disclosure or access, and against all other unlawful forms of processing;
- and taking other measures to provide an adequate level of data protection in accordance with applicable law.

Any onward transfer is subject to appropriate onward transfer requirements as required by applicable law.

**Data Retention.** MagicSchool keeps personal data as long as required to provide the Services you have requested or registered for and comply with applicable laws.

**Data Subject Rights.** You have a right to request from MagicSchool access to and rectification or erasure of your personal data or restriction of processing concerning you, as well as the right to data portability under the GDPR. You also have the right to object, on grounds relating to your particular situation, at any time to the processing of your personal data by us and we can be required to no longer process your personal data. In general, you have the right to object to our processing of your personal data for direct marketing purposes. If you have a right to object and you exercise this right, your personal data will no longer be processed for such purposes by us. You can exercise such rights by accessing the information in your account, submitting request by email to [security@magicschool.ai](mailto:security@magicschool.ai).

If you have provided consent for cookies that are not strictly necessary, direct marketing emails or other data processing based on your consent, you have the right to withdraw your consent at any time, without affecting the lawfulness of processing based on consent before its withdrawal. You have the right to lodge a complaint with a supervisory authority.

**Your Choices.** You are not required to provide any personal data to MagicSchool but if you do not provide any personal data to MagicSchool, certain Services may not be available or operate correctly. You may visit our Websites without consenting to cookies that are not strictly necessary; the only consequence is that our Services may be less tailored to you or you will not receive our newsletters or other Services you requested.

**Profiling.** MagicSchool does not use in connection with the Services automated decision-making, including profiling, in a way that produces legal effects concerning you or which significantly affects you.

**Specific location and other sensitive data.** We do not collect or process biometric information or specific location information from your devices, nor do we collect or process other "sensitive data" about you, with the exception of your address and payment card information in the event you provide payment for Services, in which case such information is securely processed by our third-party payment processor and we make no other use of such personally identifiable information.

**EU and UK Representation.**

If you are in the European Union/EEA, you may address privacy-related inquiries to our EU representative pursuant to Article 27 GDPR: EU: [EU-REP.Global](mailto:magicschool.ai@eu-rep.global) GmbH, Attn: MagicSchool, Inc., 24114 Kiel, Germany  
[magicschool.ai@eu-rep.global](mailto:magicschool.ai@eu-rep.global)  
[www.eu-rep.global](http://www.eu-rep.global)

If you are in the United Kingdom, you may address privacy-related inquiries to our UK representative pursuant to Article 27 GDPR: UK: DP Data Protection Services UK Ltd., Attn: MagicSchool, Inc., 16 Great Queen Street, Covent Garden, London, WC2B 5AH, United Kingdom  
[magicschool.ai@eu-rep.global](mailto:magicschool.ai@eu-rep.global)  
[www.eu-rep.global](http://www.eu-rep.global)

- xiii. **Supplemental Incident Response Plan Overview.** The information below provides an overview of MagicSchool's basic incident response plan. For the full detailed policy, please contact [security@magicschool.ai](mailto:security@magicschool.ai).

MagicSchool's incident response plan follows a structured process to address data breaches and security incidents. Initially, the IT Security Team is responsible for detecting and identifying the incident and promptly documenting relevant details upon detection. Following this, the Data Protection Officer and IT Security Team assess the scope and impact of the incident within 24 hours, determining the types of data affected and the number of individuals involved.

The containment phase involves immediate action to prevent further data loss, which may include isolating affected systems or revoking access privileges. This is carried out by the IT Security Team and Network Administrators as soon as possible post-identification. Notification to relevant internal stakeholders is the responsibility of the Legal Department and Data Protection Officer, with specific procedures in place for teacher PII breaches in compliance with EdLaw 2D, requiring notifications to affected individuals, regulatory bodies, and other necessary entities within 72 hours of assessment.

The investigation phase involves a thorough inquiry into the cause of the incident, with evidence preservation for potential legal actions or regulatory inquiries. This task is performed by the IT Security

Team, and external forensic experts may be involved if necessary. Remediation efforts, including vulnerability mitigation and security policy updates, are handled by the IT Department and Data Protection Officer, with immediate implementation and ongoing review.

Documentation of all actions taken, timelines, decisions, and lessons learned is continuously maintained by the Data Protection Officer and Legal Department throughout the process. Communication with affected individuals and addressing media inquiries is carried out by the Communications Department and Legal Department according to the incident response plan's guidelines.

Finally, a post-incident review, led by Senior Management, the IT Security Team, and the Data Protection Officer, assesses the response's effectiveness and guides adjustments to policies, training, and technical safeguards within one month post-incident.

- xiv. **Change of Control:** Over time, Magic School may grow and reorganize. We may share your information, including personal information with affiliates such as a parent company, subsidiaries, joint venture partners or other companies that we control or that are under common control with us, in which case we will require those companies to agree to use your personal information in a way that is consistent with this Privacy Policy.

In the event of a change to our organizations such that all or a portion of Magic School or its assets are acquired by or merged with a third-party, or in any other situation where personal information that we have collected from users would be one of the assets transferred to or acquired by that third-party, this Privacy Policy will continue to apply to your information, and any acquirer would only be able to handle your personal information as per this policy (unless you give consent to a new policy). We will provide you with notice of an acquisition within thirty (30) days following the completion of such a transaction, by posting on our homepage and by email to your email address that you provided to us. If you do not consent to the use of your personal information by such a successor company, subject to applicable law, you may request its deletion from the company.

In the unlikely event that Magic School goes out of business, or files for bankruptcy, we will protect your personal information, and will not sell it to any third-party.



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Last Updated: March 12, 2024

This Student Data Policy supplements our Privacy Policy with regard to Student Data that we process under a student data privacy agreement with an Educational Institution. Terms used but not defined in this Student Data Policy have the meaning set out in the Privacy Policy.

- i. When an Educational Institution customer makes our MagicStudent Services available to students for an educational purpose, Magic School may process personal information that is directly related to an identifiable student that is: (i) provided to Magic School by an Educational Institution, or (ii) collected or generated by Magic School during the provision of Services to the Educational Institution (“Student Data”). Student Data may include information defined as “educational records” by the Family Educational Rights and Privacy Act (“FERPA”) or “covered information” under California’s Student Online Personal Data Protection Act (“SOPIPA”), or other information protected by similar student data privacy laws.
- ii. We consider Student Data to be confidential and do not use Student Data for any purpose other than to provide our Services on the Educational Institution’s behalf, in accordance with contractual agreements with the Educational Institution. To help Educational Institutions address their obligations to protect their students’ data privacy, we have implemented additional controls and procedures for Educational Institutions when they enter into a contract with Magic School to make our Services available to students for an educational purpose such as our [Student Data Privacy Addendum](#).
- iii. As between us and the Educational Institution, Student Data are owned and controlled by the Educational Institution. Our collection and use of Student Data is governed by our contracts with the Educational Institutions and by applicable privacy laws. For example, we provide our Services to Educational Institutions as a “School Official” under FERPA and we work with Educational Institutions to help protect personal data from the Student’s educational record, as required by FERPA.
  - We collect, maintain, use and share Student Data only for an authorized educational purpose and as described in our Agreement with the Educational Institution, or as directed by the Educational Institution or by the Student’s parent or legal guardian (each, a “Parent”).
  - We do not use or disclose Student Data for targeted advertising purposes. Specifically, personalized advertising (ads based on a user’s personal information) is not used or displayed in Magic School’s products. We are committed to protecting the privacy and data of our students. We do not share student data with third-party advertisers or use it to create profiles for advertising purposes.
  - We do not build a personal profile of a Student other than in furtherance of an educational purpose.

- We maintain a comprehensive data security program designed to protect the types of Student Data maintained by the Service.
- We will clearly and transparently disclose our data policies and practices to our users.
- We will never sell Student Data unless the sale is part of a corporate transaction, such as a merger, acquisition, bankruptcy, or other sale of assets, in which case we will require the new owner to continue to honor the terms provided in this Student Data Policy or we will provide the Educational Institution with notice and an opportunity to opt-out of the transfer of Student Data by deleting the Student Data before the transfer occurs.
- We will not make any material changes to our Student Data Policy or contractual agreements that relate to the collection or use of Student Data without first giving notice to the Educational Institution and providing a choice before the Student Data are used in a materially different manner than was disclosed when the information was collected.

iv. **How We Share and Disclose Student Data**

We disclose Student Data solely as needed to provide our Services on behalf of specific Educational Institutions in accordance with our contractual agreements with those Educational Institutions or with the consent of the Educational Institution or Parent. For example, Student Data and account usage data may be disclosed to or accessible by users who are authorized to use the Service on behalf of the Educational Institution, such as the student's teacher or other administrative professional. We also disclose Student Data to our trusted service providers who have a legitimate need to access such information on our behalf, subject to appropriate contractual terms to protect such data. Furthermore, we may disclose Student Data in connection with a business transaction or to support our legal rights and obligations, as described in our Information Sharing and Disclosure section of the Privacy Policy.

v. **How We Use De-Identified Data**

We may also generate, use, and disclose de-identified information for adaptive learning purposes or customized student learning purposes, to recommend content or services relating to Educational Institution purposes or other educational or employment purposes, to develop, research and improve our Services, or to demonstrate the effectiveness of our Services. In addition, we may use de-identified information for the development and improvement of other educational sites, services and applications or technologies more generally to the extent permitted under applicable law. "De-identified information" means data from which all personally identifiable information has been removed or obscured so that the remaining information does not reasonably identify an individual and there is no reasonable basis to believe that the information can be used to identify an individual.

vi. **How We Retain Student Data**

We will not knowingly retain Student Data beyond the time period required to support an educational purpose, unless authorized by the Educational Institution.

Educational Institutions are responsible for maintaining current class rosters, and for managing Student Data which they no longer need for an educational purpose by submitting a deletion request. Please note: even in the absence of instruction by the Educational Institution, we may delete or de-identify data after a period of user inactivity in accordance with our standard data retention policies.

If you are using our Services on behalf of an Educational Institution and wish to access Student Data, delete Student Data or close your account, please contact us ([security@magicschool.ai](mailto:security@magicschool.ai)). If you are a Parent or Student and wish to access Student Data, delete Student Data or close your account, please direct your request to your Educational Institution.

vii. **Questions About Student Data**

If you are a Parent or Student and have questions about specific practices relating to Student Data provided to Magic School by an Educational Institution, please direct your questions to your Educational Institution.



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## STUDENT DATA PRIVACY ADDENDUM

This Student Data Privacy Addendum (“**Addendum**”) supplements our [Terms of Service](#) for an Educational Institution customer (“**Customer**”) that makes the Magic Student features and services (“**Services**”) available to Students for use in an educational setting. Capitalized terms that are not defined in this Addendum have the meaning set out in our Terms of Service.

If MagicSchool.ai (“**Provider**”) and Customer have agreed in writing to separate terms reasonably equivalent to this Addendum, then the parties agree that those terms will apply instead of this Addendum.

The purpose of this Addendum is to establish Provider’s and Customer’s respective obligations and duties in order to protect personally identifiable student information and comply with applicable laws and regulations such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Protection of Pupil Rights Amendment (“**PPRA**”) at 20 U.S.C. § 1232h; the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations.

### ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of Addendum.** The purpose of this Addendum is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing the Services, the Provider shall be considered a School Official with a legitimate educational interest, and performing Services otherwise provided by the LEA (34 CFR § 99.31(a)(1)). Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data.
2. **Student Data to Be Provided.** In order to perform the Services described herein, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit “A”**.
3. **Definitions.** The definition of terms used in this Addendum is found in **Exhibit “B”**. In the event of a conflict, definitions used in this Addendum shall prevail over terms used in any other writing, including, but not limited to any Terms of Service, Privacy Policies etc.

### ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of Customer.** All Student Data transmitted to Provider pursuant to this Addendum is and will continue to be the property of and under the control of Customer. Provider further acknowledges and agrees that all copies of such Student Data transmitted to Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Addendum in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Addendum, shall remain the exclusive property of Customer. For the purposes of FERPA, Provider shall be considered a School Official, under the control and direction of Customer as it pertains to the use of Student Data, notwithstanding the above.

2. **Parent Access.** To the extent required by law Customer shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for Customer to respond to a parent or student, whichever is sooner) to Customer's request for Student Data in a student's records held by Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts Provider to review any of the Student Data accessed pursuant to the Services, Provider shall refer the parent or individual to Customer, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If Student-Generated Content is stored or maintained by Provider, Provider shall, at the request of Customer, transfer, or provide a mechanism for Customer to transfer, said Student-Generated Content to a separate account created by the student.
4. **Law Enforcement Requests.** Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by Provider pursuant to the Services, Provider shall notify Customer in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform Customer of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for Provider in order for Provider to provide the Services pursuant to this Addendum, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this Addendum.

### **ARTICLE III: DUTIES OF CUSTOMER**

1. **Provide Data in Compliance with Applicable Laws.** Customer shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If Customer has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), Customer shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** Customer shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification.** Customer shall notify Provider promptly of any known unauthorized access. Customer will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

### **ARTICLE IV: DUTIES OF PROVIDER**

1. **Privacy Compliance.** Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in **Exhibit "A"** and/or otherwise authorized under the statutes referred to herein this Addendum or other applicable laws.
3. **Provider Employee Obligation.** Provider shall require all of Provider's employees and subprocessors who have access to Student Data to comply with all applicable provisions of this Addendum with respect to the Student Data shared under the Addendum. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or subprocessor with access to Student Data pursuant to the Addendum.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the Customer or this Addendum. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of Provider pursuant to this Addendum. Provider will not Sell Student Data to any third party.
5. **De-Identified Data:** Provider agrees not to attempt to re-identify De-Identified Student Data. De-Identified Data may be used by Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the Customer or other governmental agencies in conducting research and other studies; and (2) research and development of Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this Addendum or any request by Customer to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior notice has been given to Customer of such disclosure. Prior to publishing any document that names the Customer explicitly or indirectly, Provider shall obtain the Customer's written approval of the manner in which de-identified data is presented.
6. **Disposition of Data.** Upon written request from the Customer, Provider shall dispose of or provide a mechanism for the Customer to download or store Student Data obtained under this Addendum within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this Addendum, if no written request from the Customer is received, Provider shall dispose of all Student Data at the earliest of (a) Provider's standard destruction schedule; (b) when the Student Data is no longer needed for the purpose for which it was received; or (c) as otherwise required by law. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified.
7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to Customer. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or Customer employees; or (iii) to notify account holders about new education product updates,

features, or services or from otherwise using Student Data as permitted in this Addendum and its accompanying exhibits.

## ARTICLE V: DATA PROVISIONS

1. **Data Storage.** Where required by applicable law, Student Data shall be stored within the United States. Upon request of the Customer, Provider will provide a list of the locations where Student Data is stored.
2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the Customer with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, Provider will allow the Customer to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the Customer. Provider will cooperate reasonably with the Customer and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of Provider and/or delivery of Services to students and/or Customer, and shall provide reasonable access to Provider's facilities, staff, agents and Customer's Student Data and all records pertaining to Provider, Customer and delivery of Services to the Customer. Failure to reasonably cooperate shall be deemed a material breach of the Addendum.
3. **Data Security.** Provider agrees to utilize adequate and appropriate administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by Provider Provider shall provide notification to Customer within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
  - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by Provider and as it becomes available:
    - i. The name and contact information of the reporting Customer subject to this section.
    - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
    - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
    - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
    - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

- (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
- (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide Customer, upon request, with a summary of said written incident response plan.
- (4) Customer shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from Customer's use of the Service, Provider shall cooperate with Customer to the extent necessary to expeditiously secure Student Data.

#### **ARTICLE VI: MISCELLANEOUS**

1. **Termination**. In the event that either Party seeks to terminate this Addendum, they may do so by mutual written consent. Either party may terminate this Addendum and any service agreement or contract if the other party breaches any terms of this Addendum.
2. **Effect of Termination Survival**. If the Addendum is terminated, Provider shall destroy all of Customer's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements**. This Addendum shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this Addendum. This Addendum, together with any attachments, constitutes the entire Data Sharing Agreement between the Parties and supersedes all prior agreements, understandings, and writings with respect to the subject matter hereof.
4. **Entire Agreement**. This Addendum, including all attachments, constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This Addendum may be amended and the observance of any provision of this Addendum may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **Severability.** Any provision of this Addendum that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Addendum, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this Addendum or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction.** THIS ADDENDUM WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF COLORADO, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR BOULDER COUNTY, COLORADO FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS ADDENDUM OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound:** This Addendum is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that Provider sells, merges, or otherwise disposes of its business to a successor during the term of this Addendum, Provider shall provide written notice to the Customer no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the Addendum and any obligations with respect to Student Data within the Addendum. The Customer has the authority to terminate the Addendum if it disapproves of the successor to whom Provider is selling, merging, or otherwise disposing of its business.
8. **Authority.** Each party represents that it is authorized to bind to the terms of this Addendum, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

**EXHIBIT "A"**  
**SCHEDULE OF DATA**

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	X
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, or primary language spoken by student)	
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	
	Email	
	Phone	

Category of Data	Elements	Check if Used by Your System
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	
	Teacher names	
Special Indicator	English language learner information	
	Low income status	
	Medical alerts/ health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator information-Please specify:	
Student Contact Information	Address	
	Email	
	Phone	
Student Identifiers	Local (School district) ID number	
	State ID number	
	Provider/App assigned student ID number	
	Student app username	
	Student app passwords	
Student Name	First and/or Last	X
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures, etc.	X
	Other student work data -Please specify: <i>Content created from student prompts using generative artificial intelligence (AI) technology</i>	X
Transcript	Student course grades	
	Student course data	

Category of Data	Elements	Check if Used by Your System
	Student course grades/ performance scores	
	Other transcript data - Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data – Please specify:	
Other	Please list each additional data element used, stored, or collected by your application:	
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

## **EXHIBIT "B"** **DEFINITIONS**

**De-Identified Data and De-Identification:** Records and information are considered to be de-identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

**Educational Records:** Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

**Metadata:** means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

**Operator:** means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with a Customer to provide a service to that Customer shall be considered an "operator" for the purposes of this section.

**Provider:** For purposes of the Addendum, the term "Provider" means Provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the Addendum the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

**Student Generated Content:** The term "student-generated content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

**School Official:** For the purposes of this Addendum and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of personally identifiable information from Education Records.

**Service Agreement:** Refers to the MagicSchool.ai [Terms of Service](#).

**Student Data:** Student Data includes any data, whether gathered by Provider or provided by Customer or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to,

information in the student’s educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents’ names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes “personally identifiable information (PII),” as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this Addendum, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit “B”** is confirmed to be collected or processed by Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student’s use of Provider’s services.

**Subprocessor:** For the purposes of this Addendum, the term “Subprocessor” (sometimes referred to as the “Subcontractor”) means a party other than Customer or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

**Targeted Advertising:** means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

**Third Party:** The term “Third Party” means a Provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this Addendum, the term “Third Party” when used to indicate Provider of digital educational software or services is replaced by the term “Provider.”

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in July</b>	Descriptor Term: <b>Student Board Member</b> <b>New Policy</b>	Descriptor Code: <b>1.1021</b>	Issued Date:
		Rescinds:	Issued:

1 *General*

2 The Board authorizes the participation of a student representative to the Board.<sup>1</sup> If the Board chooses  
3 to appoint a student board member, the student board member shall serve in an advisory, nonvoting  
4 role. The student board member's term shall begin in July of each year and end the following June, and  
5 they shall serve without compensation.

6 **SELECTION**

7 The selection process will be completed by Elizabethton High School Administration in the spring  
8 semester of each school year.

9 **ATTENDANCE AT BOARD MEETINGS**

10 The student board member is expected to attend board meetings. Students will fully contribute their  
11 unique perspective and opinions.

12 Student board members shall not participate in the following:

- 13 1. Student discipline hearing appeals;  
14  
15 2. Teacher disciplinary matters;  
16  
17 3. Meetings with legal counsel; or  
18  
19 4. Confidential school safety plan meetings.  
20

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Legal References

1. [Public Acts of 2025, Chapter No. 359](#)

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in July</b>	Descriptor Term: <b>School District Records</b>  <b>PROPOSED</b>	Descriptor Code: <b>1.407</b>	Issued Date: <b>05/16/24</b>
		Rescinds: <b>1.407</b>	Issued: <b>09/16/21</b>

1 The Director of Schools shall maintain all school district records required by law, regulation, and board  
2 policy. Any citizen of Tennessee shall be permitted during business hours to inspect public records  
3 maintained by the school district unless otherwise prohibited by law. Any citizen of Tennessee may  
4 request in writing and receive copies of open public records subject to the payment of reasonable  
5 cost.<sup>1,2,3,4</sup>

6 No records pertaining to individual students will be released for inspection by the public or any  
7 unauthorized persons. In addition, information, records, and plans related to security and safety will not  
8 be released for public inspection.<sup>5</sup>

9 All requests to inspect or receive copies of records shall be submitted to Administrative Asst. to the Dir.  
10 of Schools & Secretary to the Board of Education (contact information is listed at the end of this policy),  
11 the District's public records request coordinator and records custodian.<sup>6</sup>

12 Prior to producing any record, the records custodian shall ensure confidential information is redacted.  
13 Original documents remain intact and confidential information in copies produced for a requestor shall  
14 be redacted. The Director of Schools shall develop a procedure to redact confidential information.

## 15 REQUESTS FOR INSPECTION<sup>2</sup>

16 Citizens requesting to inspect public records shall submit their request and a government issued photo  
17 identification card with the citizen's address to the district's public records request coordinator during  
18 normal business hours. Requests may be made in person or by telephone, **electronic transmission, fax,**  
19 **mail,** or **e**mail. The coordinator shall submit the information to the appropriate records custodian. The  
20 records custodian will contact the citizen and indicate when the records will be available to inspect.

21 If the records cannot be made available within seven (7) business days, the records custodian shall  
22 provide a records production letter indicating the time needed to complete the request.

23 If the request to inspect is denied, the records custodian shall provide the citizen with a records request  
24 denial letter indicating the basis for the denial.

## 25 REQUESTS FOR COPIES<sup>2</sup>

26 Citizens requesting copies of public records shall complete and submit the Records Request Form and  
27 a government issued photo identification card with the citizen's address to the district's public records  
28 request coordinator during normal business hours. The coordinator shall submit the Records Request  
29 Form to the appropriate records custodian.

1 The records custodian shall provide an estimate of the reasonable costs to produce the requested  
2 records. The Tennessee Comptroller of the Treasury, Office of Open Records Counsel Schedule of  
3 Reasonable Charges found at <https://www.comptroller.tn.gov/openrecords/forms.asp> shall be used to  
4 determine the reasonable cost. The records custodian will provide the citizen with an invoice detailing  
5 the charges. The citizen shall pay the estimated reasonable costs by cash or check prior to the district  
6 producing the copies.

7 If the records cannot be made available within seven (7) business days, the records custodian shall  
8 provide a records production letter indicating the time needed to complete the request.

9 If the request for copies is denied, the records custodian shall provide the citizen with a records request  
10 denial letter detailing the basis for the denial.

### 11 **FREQUENT AND MULTIPLE REQUESTS**

12 When the total number of requests for copies made by a requestor within a calendar month exceeds  
13 four (4), the requestor may be charged a fee for any and all labor that is reasonably necessary to  
14 produce copies of the requested records. Prior to charging a reasonable fee, the requestor shall be  
15 notified of this policy and provided with a Notice of Aggregation of Multiple Requestors form. The  
16 Tennessee Comptroller of the Treasury, Office of Open Records Counsel Schedule of Reasonable  
17 Charges found at [https://www.comptroller.tn.gov/content/dam/cot/orc/documents/oorc/policies-and-](https://www.comptroller.tn.gov/content/dam/cot/orc/documents/oorc/policies-and-guidelines/ScheduleofReasonableCharges.pdf)  
18 [guidelines/ScheduleofReasonableCharges.pdf](https://www.comptroller.tn.gov/content/dam/cot/orc/documents/oorc/policies-and-guidelines/ScheduleofReasonableCharges.pdf) shall be used to determine the reasonable cost. Further, the  
19 names of persons inspecting records and the date of inspection shall be recorded.

### 20 **DENYING REQUESTS FOR NONCOMPLIANCE<sup>7</sup>**

#### 21 *Requests to Inspect a Public Record*

22 The District shall deny a request to inspect a public record from any citizen that has:

- 23 a. made two (2) or more requests to view a public record within a six-month period; and
- 24
- 25 b. for each request failed to view the record within fifteen (15) business days of receiving
- 26 notification that the record was available.

27 Requests from this citizen shall be denied for up to six (6) months from the date of the second records  
28 request. The District's public records request coordinator may waive this denial if he/she determines  
29 that failure to view the record was for good cause.

#### 30 *Requests for Copies of Public Records*

31 The District shall deny a request for copies of a public record from any citizen that has:

- 32 a. been provided with an estimate of the reasonable cost to produce the requested records;
- 33 b. agrees to pay such estimated reasonable cost prior to production of the records; and
- 34 c. fails to pay the actual cost after the records have been produced.

35 Additional requests from this citizen shall be denied until the original cost is paid.

**1 RECORDS RETENTION**

2 The Director of Schools and/or his/her designee(s) shall retain and dispose of school district records in  
3 accordance with the following guidelines:<sup>8</sup>

4 1. The Director of Schools and/or his/her designee(s) will determine if a particular record is of  
5 permanent or temporary value in accordance with regulations promulgated by Municipal  
6 Technical Advisory Service (MTAS); the Department of Education Student Membership and  
7 Attendance Procedures Manual, and Records Retention Schedule, as applicable. Temporary  
8 value records which have been kept beyond the required time may be recommended for  
9 destruction in accordance with law,<sup>9,10</sup>

10 2. The records that the State Librarian and Archivist desire to preserve in their facilities will be  
11 transferred to the State Library and Archives. The temporary value records rejected by the State  
12 Library and Archives may be transferred to another institution or destroyed,<sup>11,12</sup>

13 3. Permanent records will be kept in some usable form (digital, printed, microfilm, etc.). If the  
14 Director of Schools desires to destroy the original permanent record, these records must be  
15 reproduced by microfilming or some other permanent reproduction method. Permission to  
16 destroy any original permanent record after microfilming follows the same procedure noted  
17 above for temporary records;<sup>11,12,13</sup> and

18 4. The Director of Schools shall establish procedures to safeguard against the unlawful  
19 destruction, removal, or loss of records.<sup>14</sup>

**20 DISTRICT PUBLIC RECORDS REQUEST COORDINATOR<sup>15</sup>**

21 Administrative Asst. to the Dir. of Schools & Secretary to the Board of Education

22 Phone: (423) 547-8000 ext. 8225

23 Fax: (423) 547-8929

24 Email: [cindy.walker@ecschools.net](mailto:cindy.walker@ecschools.net)

25

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Legal References

1. [TCA 49-2-301\(b\)\(1\)\(Z\)](#)
2. [TCA 10-7-503](#)
3. [TCA 10-7-506\(a\)](#)
4. [TCA 49-2-104](#)
5. [TCA 10-7-504\(p\)](#)
6. *Policy Related to Reasonable Charges a Records Custodian May Charge for Frequent and Multiple Requests for Public Records*, Tennessee Comptroller of the Treasury, available at <https://www.comptroller.tn.gov/content/dam/cot/orc/documents/oorc/policies-and-guidelines/ScheduleofReasonableCharges.pdf>; [TCA 10-7-503\(a\)\(1\)\(B\),\(C\)](#)
7. [TCA 10-7-503\(a\)\(7\)\(A\)\(vii\)](#)
8. [TCA 10-7-503\(h\)\(6\)](#)
9. [TCA 10-7-401](#)
10. [TCA 10-7-406](#); [TCA 10-7-301\(5\),\(13\)](#)
11. [TCA 10-7-404](#)
12. [TCA 10-7-413](#)
13. [TCA 10-7-414](#)
14. [TCA 39-16-504](#)
15. [TCA 10-7-503\(g\)\(1\)\(D\)](#)

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Cross References

Financial Reports and Records 2.701  
Personnel Records 5.114  
Student Records 6.600

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in August</b>	Descriptor Term: <b>Charter School Applications</b> <b>PROPOSED</b>	Descriptor Code: <b>1.901</b>	Issued Date: <b>01/21/21</b>
		Rescinds: <b>1.901</b>	Issued: <b>08/20/19</b>

## 1 *General*

2 This policy shall apply to sponsors and potential sponsors of charter schools. It shall not apply to  
3 charter schools converting from existing public schools. Proposals from existing charter school  
4 operators or replicators and applicants proposing to contract with educational service providers shall be  
5 in accordance with state law.<sup>1</sup>

## 6 **APPLICATION PROCESS**

7 A prospective charter school sponsor shall send notice to the Director of Schools/designee of its intent  
8 sixty (60) calendar days prior to February 1<sup>st</sup> of the year preceding the year in which the proposed  
9 charter school plans to begin operation as a charter school. The Director of Schools/designee shall  
10 determine whether the sponsor has selected the correct application category within ten (10) business  
11 days of receiving the letter of intent and notify the sponsor within five (5) business days of a  
12 determination that the incorrect application category has been selected.<sup>2</sup>

13 A sponsor seeking board approval of an initial charter school application shall complete the forms  
14 developed by the State Board of Education in coordination with the Tennessee Public Charter School  
15 Commission (“the Commission”). The application shall provide all the information required by state  
16 law. The sponsor shall demonstrate that the proposed charter school meets the purpose prescribed by  
17 state law for the formation of a charter school, and the proposed charter school will be able to  
18 implement a viable program of quality education for its students.

19 Electronic copies of applications shall be submitted to the Board and the Commission on or before  
20 11:59 p.m. Central Time on February 1<sup>st</sup> of the year preceding the year in which the proposed charter  
21 school plans to begin operation as a charter school. If the 1<sup>st</sup> of February falls on a Saturday, Sunday,  
22 or holiday on which the school district offices are closed, applications will be accepted on the next  
23 business day on or before 11:59 p.m. Late applications will not be accepted, without exception. The  
24 sponsor shall pay an application fee of \$2,500.00. The Director of Schools/designee shall report each  
25 application received to the Commission no later than ten (10) days after receipt.<sup>2</sup>

26 The Board shall determine whether an application is complete within ten (10) business days of  
27 receiving the application and shall notify the sponsor within five (5) business days of the determination  
28 if the application is determined to be incomplete.<sup>3</sup>

## 29 30 **REVIEW TEAM<sup>1</sup>**

31 If necessary, the Director of Schools/designee shall appoint a review team to assist in reviewing and  
32 evaluating charter school applications. The team shall be comprised of members of the administrative

1 staff for the district and community members with relevant educational, organizational, financial, and  
2 legal experience. At the board meeting in December of each year, the Director of Schools/designee  
3 shall make a recommendation to the Board on which members of his/her administrative staff should be  
4 appointed to the team. The Board shall name the members of the team at its meeting in January of each  
5 year. The Board shall designate a Chair of the review team as the contact person for answering  
6 questions about the application process and receiving applications. The Director of Schools/designee  
7 shall develop an orientation for the team to ensure consistent evaluation standards and the elimination  
8 of real or perceived conflicts of interest.

9 The Board shall require the Director of Schools/designee to develop a procedure for receiving,  
10 reviewing, and ruling on applications for the establishment of charter schools by the review team. The  
11 procedure shall include a timeline for the application and review process. A copy of the procedure,  
12 including the review criteria, shall be available on the district's website.

13 The review team shall:

- 14 1. Evaluate all charter school applications based on the review criteria established by state law;  
15 and
- 16 2. Recommend one of the following options to the Board for each application: approve, reject, or  
17 reject with stipulations for reconsideration.<sup>4</sup>  
18  
19

## 20 **APPROVAL/DENIAL OF APPLICATION<sup>5</sup>**

21 The Board shall rule by resolution on the approval or denial of an initial charter school application  
22 within ninety (90) calendar days of receipt of the completed application, or the application shall be  
23 deemed approved by state law. The Director of Schools/designee shall report the action taken by the  
24 Board to the Department of Education and the Commission.

### 25 *Approval*

26 The sponsor of a charter school that is approved by the Board shall enter into a written agreement with  
27 the Board which shall be binding on the charter school's governing body. The charter school agreement  
28 shall be in writing and signed by the sponsor and the Board.

29 The Board will receive an annual authorizer fee of three percent (3%) of the annual per student state  
30 and local allocations or thirty-five thousand dollars (\$35,000), whichever is less.<sup>6</sup>

31 Charter schools approved by the Board are expected to implement the application as submitted and  
32 approved. Material variations in operations from the approved application require amendment pursuant  
33 to state law and the charter school agreement.<sup>7</sup>

34 The Board shall not provide services to charter schools that are not requested during the application  
35 process except for those services that are required under state or federal law. Services agreed to be  
36 provided to the charter school by the Board shall be provided at the Board's actual cost. The Board and  
37 charter school shall execute a service contract for any additional services.

1 New charter school agreements are approved for a ten (10) year period.<sup>8</sup> The Board may revoke or  
2 deny renewal of a charter school agreement for any of the reasons enumerated in state law.<sup>9</sup>

3 *Denial*

4 If the initial charter school application is denied, the Board shall notify the sponsor in writing within  
5 ten (10) calendar days, specifying the objective reasons for the denial and the deadline by which the  
6 sponsor may submit an amended application. Upon written receipt of the grounds for denial, the  
7 sponsor shall have thirty (30) calendar days within which to submit an amended application to correct  
8 the deficiencies. The Board shall have sixty (60) calendar days either to deny or to approve the  
9 amended application, or the application shall be deemed approved by state law.<sup>5</sup>

10 If the amended charter school application is denied, the Board shall notify the sponsor in writing  
11 within five (5) calendar days, specifying the objective reasons for denial and the sponsor's right to an  
12 appeal. Within ten (10) calendar days of final denial, an appeal may be filed with the Tennessee Public  
13 Charter School Commission.<sup>10</sup>

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Legal References

1. [TCA 49-13-106; State Board of Education Policy 6.111](#)
2. [TCA 49-13-107; Public Acts of 2025, Chapter No. 275; TCA 1-3-102; TCA 49-13-108; TRR/MS 0520-14-01-.01\(1\)\(b\),\(e\)](#)
3. [TRR/MS 0520-14-01-.01\(1\)\(i\)](#)
4. [TRR/MS 0520-14-01](#)
5. [TCA 49-13-108; Public Acts of 2025, Chapter No. 275; TRR/MSS 0520-14-01](#)
6. [TCA 49-13-128](#)
7. [TCA 49-13-110\(d\)-\(e\); TRR/MSS 0520-14-01](#)
8. [TCA 49-13-110\(c\)](#)
9. [TCA 49-13-122](#)
10. [TCA 49-13-108\(b\)\(5\)](#)

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in August</b>	Descriptor Term: <b>Charter School Oversight</b>  <b>PROPOSED</b>	Descriptor Code: <b>1.903</b>	Issued Date: <b>08/20/19</b>
		Rescinds:	Issued: <b>10/23/18</b>

## 1 *General*

2 The Board shall oversee and annually evaluate charter schools to ensure they meet the performance  
3 standards and targets set forth in the charter school agreement.<sup>1</sup> The Board shall create a  
4 comprehensive performance, accountability, and compliance monitoring system based on the charter  
5 school agreement and communicate the results to each charter school. At a minimum, the monitoring  
6 system shall address academic, financial, and organizational performance standards as outlined in the  
7 charter school agreement and required by the State Board of Education.<sup>1</sup> The Board shall utilize the  
8 results when making renewal, revocation, and intervention decisions. Reports on charter school  
9 oversight shall be compiled by the Administrative Assistant to the Director of Schools and published  
10 on the district's webpage at least annually.

11 The Board shall communicate with the charter schools in its portfolio as needed, including both the  
12 charter school leader and governing board, and provide timely notice of any material charter school  
13 agreement violations and performance deficiencies.

14 The Board shall articulate and enforce stated consequences for failing to meet performance  
15 expectations or compliance requirements.

## 16 **MONITORING SYSTEM**

17 The Director of Schools/designee shall implement a performance and compliance monitoring system  
18 per the terms of the charter agreement. This information will be provided to the Board on an ongoing  
19 basis through reports that will form the basis of renewal, revocation, and intervention decisions. To aid  
20 in this, the Director of Schools/designee shall develop a reporting calendar that outlines when  
21 information required by state law shall be provided by the charter school.

## 22 **SITE VISITS**

23 A site visit to each charter school shall be conducted annually. The purpose shall be to collect data and  
24 other qualitative information that cannot be obtained otherwise. The Director of Schools/designee shall  
25 develop a site visit procedure that outlines the expectations of charter schools prior to, during, and after  
26 the site visit, including review of the documents and data, classroom observations, and interviews.  
27 These visits shall minimize administrative burdens and avoid operational interference.

28 The Board shall provide the charter school with a report that summarizes the outcome of the visit. The  
29 report shall provide an analysis of relevant data and include general recommendations, if applicable.<sup>2</sup>

## 1 CHARTER SCHOOL REPORTING

2 Charter schools shall provide the information required by the charter school agreement and state law to  
3 the Board. The Director of Schools/designee shall develop a reporting calendar that defines and  
4 communicates the process, methods, and timing of gathering and reporting data to the Board.<sup>2</sup>

5 By September 1<sup>st</sup>, the governing body of an approved charter school shall make a written report to the  
6 Board.<sup>3</sup> The annual report shall include:

- 7 1. A report on the progress of the charter school in achieving the goals outlined in the charter  
8 school agreement;
- 9 2. A financial statement disclosing the financial health of the charter school, including the costs of  
10 the administration, instruction, and other spending categories of the charter school; and
- 11 3. A detailed accounting, including the amounts and sources, of all funds received by the charter  
12 school, other than the funds received per state law.<sup>4</sup>

15 This reporting requirement shall begin in the year after the year in which the charter school begins  
16 operation.

17 Multiple charter schools overseen by a single governing board shall report their performance as  
18 separate, individual charter schools. Each charter school shall be independently accountable for its  
19 performance.

20 Each charter school governing body shall submit an annual audit of all accounts and records, to include  
21 internal school activity and cafeteria funds, to the Board as soon as practical after June 30<sup>th</sup>.<sup>5</sup>

## 22 AUTHORIZER REPORTING AND REVIEW

23 By December 1<sup>st</sup>, the Board shall report to the State Board of Education detailing the authorizer fees  
24 collected in the previous school year and the authorizing obligations fulfilled using the fee.<sup>6</sup> By  
25 January 1<sup>st</sup>, the Board shall submit an annual authorizer report to the State Board of Education and  
26 make the report available on the district website.<sup>7</sup> The Director of Schools/designee shall prepare the  
27 reports and provide the information to the Board prior to submission.

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### Legal References

1. [TCA 49-13-111\(d\); State Board of Education Policy 6.111](#)
2. [TCA 49-13-120](#)
3. [TCA 49-13-120\(a\)-\(b\)](#)
4. [TCA 49-13-112\(a\), \(f\)](#)
5. [TCA 49-13-127](#)
6. [TCA 49-13-128\(f\); Public Acts of 2025, Chapter No. 275](#)
7. [TCA 49-13-120\(c\); Public Acts of 2025, Chapter No. 275](#)



# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in August</b>	Descriptor Term: <b>Charter School Renewal</b> <b>PROPOSED</b>	Descriptor Code: <b>1.905</b>	Issued Date: <b>08/20/19</b>
		Rescinds: <b>1.905</b>	Issued: <b>10/23/18</b>

## 1 INTERIM REVIEW

2 The Director of Schools/designee shall conduct an interim review of a charter school in the fifth year  
3 of a charter term in accordance with guidelines developed by the State Board of Education. As part of  
4 this process, the charter school shall submit a report on the progress of the school in achieving the  
5 goals and objectives set forth in the charter agreement.<sup>1</sup>

## 6 CUMULATIVE PERFORMANCE REPORT

7 Three (3) months prior to the date on which a charter school is required to submit a renewal  
8 application, the Director of Schools/designee shall submit a performance report to the charter school  
9 that summarizes the school's performance record over the charter term and states the summative  
10 findings concerning the school's performance and prospects for renewal.<sup>2</sup>

## 11 APPLICATION AND EVALUATION

12 No later than April 1<sup>st</sup> of the year prior to the year in which the charter school agreement expires, the  
13 governing body of a charter school shall submit a renewal application to the Board.<sup>3</sup> The Director of  
14 Schools/designee shall report each renewal application received to the Tennessee Public Charter  
15 School Commission ("the Commission") within ten (10) days of receipt.<sup>3</sup>

16 The Director of Schools/designee shall conduct a renewal evaluation site visit to each charter school  
17 that submits a charter school renewal application.

18 The Board will make renewal decisions by February 1<sup>st</sup> in the year the charter school agreement  
19 expires.

## 20 RENEWAL CRITERIA<sup>4</sup>

21 The Board shall define and communicate with schools the criteria for renewal that is consistent with  
22 the charter agreement. The Board shall make its renewal decision based on the renewal application,  
23 annual authorizer reports, and renewal performance report.

24 Within ten (10) days of the Board voting by resolution on a renewal application, the Director of  
25 Schools/designee shall promptly notify a school of its renewal recommendation and decision,  
26 including the reasons for the decision and any rights to an appeal. The Director of Schools/designee  
27 shall promptly communicate renewal decisions to the school community and public as well as the  
28 Department of Education and the Commission.

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Legal References

1. [TCA 49-13-121\(k\); Public Acts of 2025, Chapter No. 275](#)
2. [State Board of Education Policy 6.111](#)
3. [TCA 49-13-121\(a\); Public Acts of 2025, Chapter No. 275](#)
4. [TCA 49-13-121; State Board of Education Policy 6.111; Public Acts of 2025, Chapter No. 275](#)

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in August</b>	Descriptor Term: <b>Charter School Revocation</b> <b>PROPOSED</b>	Descriptor Code: <b>1.906</b>	Issued Date: <b>08/20/19</b>
		Rescinds: <b>1.906</b>	Issued: <b>10/23/18</b>

1 *General*

2 The Board shall revoke a charter school agreement if the charter school:<sup>1</sup>

- 3 1. Failed to meet or make sufficient progress toward the performance expectations set forth in the  
4 charter school agreement;  
5  
6 2. Committed a material violation of any of the conditions, standards, or procedures set forth in  
7 the charter school agreement;  
8  
9 3. Failed to meet generally accepted standards of fiscal management; or  
10  
11 4. Performed any of the acts that are conditions for non-approval of charter schools under state  
12 law.

13 **NOTICE**

14 The Director of Schools/designee shall notify the charter school of the Board's intent to revoke the  
15 charter school agreement in writing at least thirty (30) days prior to the revocation.<sup>2</sup>

16 Within ten (10) days of the Board voting to renew, not renew, or revoke a charter school agreement,  
17 the Director of Schools/designee shall report the Board's decision to the Department of Education and  
18 Tennessee Public Charter School Commission. The Director of Schools/designee shall also provide the  
19 charter school a copy of the Board's resolution setting forth the decision and the reasons for the  
20 decisions, and an explanation of the right to appeal.<sup>3</sup>

21 **REVOCAION DUE TO PRIORITY STATUS**

22 The Board may revoke a charter school agreement if the charter school is identified as a priority school  
23 under state law. Revocation shall take effect immediately following the close of the school year in  
24 which the charter school is identified as a priority school.<sup>4</sup>

25 The Board shall revoke a charter school agreement if the charter school is identified as a priority  
26 school for two consecutive cycles. Revocation shall occur immediately after the close of the school  
27 year in which the charter school is identified as a priority school for the second consecutive cycle.

## 1 PROCEDURES FOR CLOSURE

2 The Director of Schools/designee shall develop administrative procedures regarding charter school  
3 closures prior to the Board denying renewal or revoking a charter school agreement.<sup>5</sup> These procedures  
4 shall outline a detailed protocol that will ensure timely notification to parents, orderly transition of  
5 students and student records, and disposition of school funds, property, and assets in accordance with  
6 state law.

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### Legal References

1. [TCA 49-13-122\(b\); State Board of Education Policy 6.111](#)
2. [TCA 49-13-122\(e\)](#)
3. [State Board of Education Policy 6.111; Public Acts of 2025, Chapter No. 275](#)
4. [TCA 49-13-122\(a\)](#)
5. [TCA 49-13-130](#)

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in September</b>	Descriptor Term: <b>Surplus Property Sales</b>  <b>PROPOSED</b>	Descriptor Code: <b>2.403</b>	Issued Date: <b>07/16/24</b>
		Rescinds: <b>2.403</b>	Issued: <b>05/15/07</b>

1 The Director of Schools shall prepare a list of unusable items for board approval.<sup>1</sup> 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.<sup>2</sup> Notice shall also be published on a news and  
5 information website in accordance with state law.<sup>3</sup>

6 Surplus property which has no value or has a value of less than five hundred dollars (\$500) may be  
7 disposed of without the necessity of bids. In order for such disposal without bids, the Director of Schools  
8 and the Board Chair shall agree in written form that the property is of no value or is of less value than  
9 five hundred dollars (\$500).<sup>4</sup>

10 If reasonable attempts to dispose of surplus properties fail to produce monetary return to the district, the  
11 Board shall approve other methods of disposal.<sup>5</sup>

12 Surplus equipment will be auctioned off by the district at the end of the school year. The Board shall  
13 approve all surplus equipment prior to the materials being disposed of at the end of the school year.

## 14 **DISPOSITION OF EQUIPMENT PURCHASED WITH FEDERAL DOLLARS<sup>6</sup>**

15 When equipment that was purchased with federal dollars is no longer needed for the original project or  
16 program or for other activities currently or previously supported by a federal agency, disposition of the  
17 equipment shall be made as follows:

- 18 1. Items of equipment with a current per-unit fair market value of **\$10,000** or less may be retained,  
19 sold, or otherwise disposed of with no further obligation to the awarding agency; or  
20
- 21 2. Items of equipment with a current per unit fair market value in excess of **\$10,000** may be retained  
22 or sold, and the awarding agency shall have a right to an amount calculated by multiplying the  
23 current market value or proceeds from sale by the awarding agency's share of the equipment.

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### Legal References

1. [TCA 49-6-2006\(b\)\(3\); TCA 49-6-2208](#)
2. [TCA 49-6-2007\(b\)](#)
3. [TCA 1-3-120; Public Acts of 2025, Chapter No. 105](#)
4. [TCA 49-6-2007\(d\)](#)
5. [TCA 12-2-403\(a\)](#)
6. [2 CFR § 200.313\(e\)](#)

### Cross References

- Duties of Officers 1.201
- Inventories 2.702
- Textbooks and Instructional Materials 4.400



# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in October</b>	Descriptor Term: <b>Emergency Preparedness Plan</b>  <b>PROPOSED</b>	Descriptor Code: <b>3.202</b>	Issued Date: <b>07/16/24</b>
		Rescinds: <b>3.202</b>	Issued: <b>07/21/23</b>

## 1 *General*

2 The Director of Schools shall be responsible for developing, maintaining, and acquiring board  
3 approval of the district Emergency Preparedness Plan<sup>1</sup> 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 **no more than** two (2) fire drills occurring during the first thirty (30) full days of the  
12 school year. Additionally, he/she shall ensure that four (4) fire safety educational announcements are  
13 conducted throughout the year.<sup>2</sup>

14 The principal shall ensure that three (3) additional safety drills are given during the school year.<sup>3</sup> 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.<sup>3</sup>

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.<sup>4</sup>

## 23 **ANNUAL DRILLS<sup>5</sup>**

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 DRILLS<sup>6</sup>

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 FLU<sup>7</sup>

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 DRILLS<sup>8</sup>

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.

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### Legal References

1. [TRR/MS 0520-01-02-.30\(2\)](#); [TCA 49-6-804](#); [TCA 49-6-805\(8\)](#)
2. [TCA 68-102-137\(b\)](#); [Public Acts of 2025, Chapter No. 315](#)
3. [TCA 68-102-137\(f\)](#)
4. [TCA 49-6-807\(e\)](#)
5. [TCA 49-6-807](#)
6. [TCA 49-2-122](#); [TCA 49-6-1208](#)
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: <b>Review: Annually, in October</b>	Descriptor Term: <b>Threat Assessment Team</b>  <b>PROPOSED</b>	Descriptor Code: <b>3.204</b>	Issued Date: <b>07/21/23</b>
		Rescinds: <b>3.204</b>	Issued: <b>04/21/20</b>

1 *General*<sup>1</sup>

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

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

8 **TEAM MEETINGS**

9 All threat assessment team meetings shall be closed to the public.<sup>2</sup>

10 **RECORDKEEPING**<sup>3</sup>

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

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

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

17 **REPORTING**<sup>4</sup>

18 The Director of Schools shall develop a process for providing parent(s)/guardian(s) information on  
19 credible threats of violence or significantly disruptive behavior directed toward or occurring on the  
20 grounds of the school their student attends. Such reports shall include incidents that are reported to a  
21 state or local law enforcement agency. These reports must be made within forty-eight (48) hours of the  
22 district's report to law enforcement.

23 At least once per quarter, the Director of Schools shall provide the Board with a report listing the total  
24 number of incidents reported to state and local law enforcement agency requiring notice to  
25 parent(s)/guardian(s) for the respective quarter as well as total for the year to date.

- |   |                               |
|---|-------------------------------|
| 1. <a href="#">TCA 49-6-2701</a>                        | School District Records 1.407 |
| 2. <a href="#">TCA 49-6-2701(f)</a>                     | Safety 3.201                  |
| 3. <a href="#">TCA 49-6-2702</a>                        | Security 3.205                |
| 4. <a href="#">Public Acts of 2025, Chapter No. 215</a> | Student Records 6.600         |

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in November</b>	Descriptor Term: <b>Instructional Program</b>  <b>PROPOSED</b>	Descriptor Code: <b>4.100</b>	Issued Date: <b>03/29/90</b>
		Rescinds: <b>4.100</b>	Issued:

## 1 *General*

2 The Board shall not discriminate on the basis of race, color, religion, sex, national origin, or disability  
3 in its instructional program or activities.<sup>1</sup> Discrimination shall include antisemitism, defined as a  
4 certain perception of Jews, which may be expressed as hatred toward Jews including, but not limited  
5 to, rhetorical and physical manifestations of antisemitism directed toward Jewish or non-Jewish  
6 individuals and/or their property, toward Jewish community institutions and religious facilities.<sup>2</sup>

## 7 **GOALS**

8 The Board approves the following instructional goals for students:

- 9 1. To develop the skills necessary to function as a self-directed person;
- 10 2. To know the principles involved in making moral and ethical choices;
- 11 3. To develop the basic skills of reading, writing, mathematics, spelling, speaking, and problem  
12 solving;
- 13 4. To develop a positive attitude toward the lifelong endeavor of learning;
- 14 5. To learn to identify personal talents and interests, make appropriate career choices, and develop  
15 career skills;
- 16 6. To acquire knowledge and to develop skills in the management of personal and public  
17 resources necessary for meeting obligations to self, family, and society;
- 18 7. To learn to act in a responsible manner;
- 19 8. To learn of the rights and responsibilities of citizens of the community, state, nation, and world;  
20 and
- 21 9. To learn to understand, respect, and interact with people of different cultures, generations, and  
22 races.

Legal References

1. [42 USCA § 2000d \*et seq.\*](#)
2. [Public Acts of 2025, Chapter No. 293](#)

Cross References

School District Goals 1.700  
Student Goals 6.100  
Student Concerns 6.305

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in February</b>	Descriptor Term: <b>Discrimination / Harassment of Employees (Sexual, Racial, Ethnic, Religious) <b>PROPOSED</b></b>	Descriptor Code: <b>5.500</b>	Issued Date: <b>08/31/99</b>
		Rescinds: <b>5.503</b>	Issued:

1 Employees shall be provided a work environment free from sexual, racial, ethnic, and religious  
2 discrimination/harassment (including the definition of antisemitism found in policy 4.100). It shall be a  
3 violation of this policy for any employee or any student to discriminate against or harass an employee  
4 through disparaging conduct or communication that is sexual, racial, ethnic, or religious in nature.

5 Employee discrimination/harassment will not be tolerated.<sup>1</sup> Discrimination/harassment is defined as  
6 conduct, advances, gestures, or words, either written or spoken, of a sexual, racial, ethnic, or religious  
7 nature that:

- 8 1. Unreasonably interferes with the individual's work or performance;
- 9
- 10 2. Creates an intimidating, hostile, or offensive work environment;
- 11
- 12 3. Implies that submission to such conduct is made an explicit or implicit term of employment; or
- 13
- 14 4. Implies that submission to or rejection of such conduct will be used as a basis for an employment
- 15 decision affecting the harassed employee.

16 Alleged victims of sexual, racial, ethnic, and religious discrimination/harassment shall report these  
17 incidents immediately.<sup>2</sup> This report shall be made to the immediate supervisor, except when the  
18 immediate supervisor is the offending party. If the immediate supervisor is the offending party, the report  
19 may be made to the Federal Rights Coordinator or the Director of Federal Projects. Allegations of  
20 discrimination/harassment shall be fully investigated. An oral complaint may be submitted; however,  
21 such complaint shall be reduced to writing to ensure a more complete investigation. The complaint shall  
22 include the following information:

- 23 1. Identity of the alleged victim and person accused;
- 24
- 25 2. Location, date, time, and circumstances surrounding the alleged incident;
- 26
- 27 3. Description of what happened;
- 28
- 29 4. Identity of witnesses; and
- 30
- 31 5. Any other evidence available.

32 The privacy and anonymity of all parties and witnesses to complaints will be respected. However,  
33 because an individual's need for confidentiality shall be balanced with obligations to cooperate with

- 1 police investigations or legal proceedings, to provide due process to the accused, to conduct a thorough  
2 investigation, or to take necessary action to resolve a complaint, the identity of parties and witnesses  
3 may be disclosed in appropriate circumstances to individuals with a need to know.
- 4 A substantiated charge against an employee shall result in disciplinary action, up to and including,  
5 termination. A substantiated charge against a student may result in corrective or disciplinary action, up  
6 to and including, suspension.
- 7 There will be no retaliation against any person who reports discrimination/harassment or participates in  
8 an investigation. However, any employee who refuses to cooperate or gives false information during the  
9 course of any investigation may be subject to disciplinary action. The willful filing of a false report will  
10 itself be considered harassment and will be treated as such.
- 11 An employee disciplined for violation of this policy may appeal the decision by contacting the Federal  
12 Rights Coordinator or the Director of Federal Projects.

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**Legal References**

1. [29 CFR §1604.11](#); [TCA 5-23-104](#); [Public Acts of 2025, Chapter No. 293](#)
2. [20 USCA § 1681](#)

**Cross References**

Equal Opportunity Employment 5.104  
Complaints and Grievances 5.501  
Title IX & Sexual Harassment 6.3041

# Elizabethton Board of Education

Monitoring:  Review: Annually, in March	Descriptor Term:  <b>Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation</b> <b>PROPOSED</b>	Descriptor Code: <b>6.304</b>	Issued Date: <b>08/24/20</b>
		Rescinds: <b>6.304</b>	Issued: <b>11/14/17</b>

1 In order to maintain a safe, civil, and supportive environment in school for students to learn and achieve  
2 high academic standards, acts of bullying, cyber-bullying, **discrimination (including the definition of**  
3 **antisemitism found in policy 4.100)**, harassment, intimidation, hazing, or any other victimization of  
4 students, based on any actual or perceived traits or characteristics, are prohibited.<sup>1</sup>

5 This policy shall be disseminated annually to all school staff, students, and parent(s)/guardian(s).<sup>2</sup> This  
6 policy shall cover employees, employees' behaviors, students, and students' behaviors while on school  
7 property, at any school-sponsored activity, on school-provided equipment or transportation, or at any  
8 official school bus stop. If the act takes place off of school property or outside of a school-sponsored  
9 activity, this policy is in effect if the conduct is directed specifically at a student and has the effect of  
10 creating a hostile educational environment or otherwise creating a substantial disruption to the education  
11 environment or learning process.

12 The principal/designee is responsible for educating and training respective staff and students as to the  
13 definition and recognition of discrimination/harassment.<sup>3</sup>

14 The Director of Schools shall develop forms and procedures to ensure compliance with the  
15 requirements of this policy and state law.

## 16 **DEFINITIONS<sup>4</sup>**

17 “Bullying/Intimidation/Harassment” is an act that substantially interferes with a student’s educational  
18 benefits, opportunities, or performance, and the act has the effect of:

- 19 1. Physically harming a student or damaging a student’s property;  
20
- 21 2. Knowingly placing a student in reasonable fear of physical harm to the student or damage to  
22 the student’s property;  
23
- 24 3. Causing emotional distress to a student; or  
25
- 26 4. Creating a hostile educational environment.

27 Bullying, intimidation, or harassment may also be unwelcome conduct based on a protected class  
28 (race, nationality, origin, color, sex, age, disability, religion) that is severe, pervasive, or persistent and  
29 creates a hostile environment.

1 “Cyber-bullying” is a form of bullying undertaken through the use of electronic devices. Electronic  
2 devices include, but are not limited to, telephones, cellular phones or other wireless telecommunication  
3 devices, text messaging, emails, social networking sites, instant messaging, videos, web sites, or fake  
4 profiles.

5 “Hazing” is an intentional or reckless act by a student or group of students that is directed against any  
6 other student(s) that endangers the mental or physical health or safety of the student(s) or that induces  
7 or coerces a student to endanger his/her mental or physical health or safety. Coaches and other employees  
8 of the school district shall not encourage, permit, condone, or tolerate hazing activities.

9 Hazing does not include customary athletic events or similar contests or competitions and is limited to  
10 those actions taken and situations created in connection with initiation into or affiliation with any  
11 organization.<sup>5</sup>

## 12 **COMPLAINTS AND INVESTIGATIONS**

13 Any individual who has knowledge of behaviors that may constitute a violation of this policy shall  
14 promptly report such information to the principal/designee.<sup>6</sup>

15 While reports may be made anonymously, an individual's need for confidentiality shall be balanced with  
16 obligations to cooperate with police investigations or legal proceedings, to provide due process to the  
17 accused, to conduct a thorough investigation, or to take necessary actions to resolve a complaint. The  
18 identity of parties and witnesses may be disclosed in appropriate circumstances to individuals with a  
19 need to know.

20 The principal/designee at each school shall be responsible for investigating and resolving complaints.  
21 Once a report is received, the principal/designee shall initiate an investigation within forty-eight (48)  
22 hours of receipt of the report. If an investigation is not initiated within forty-eight (48) hours, the  
23 principal/designee shall provide the Director of Schools with appropriate documentation detailing the  
24 reasons why the investigation was not initiated within the required timeframe.<sup>7</sup> The principal/designee  
25 shall immediately notify the parent(s)/guardian(s) when a student is involved in an act of discrimination,  
26 harassment, intimidation, bullying, or cyber-bullying. The principal/designee shall provide information  
27 on district counseling and support services. Students involved in an act of discrimination, harassment,  
28 intimidation, bullying, or cyber-bullying shall be referred to the appropriate school counselor by the  
29 principal/designee when deemed necessary.<sup>8</sup>

30 The principal/designee is responsible for determining whether an alleged act constitutes a violation of  
31 this policy, and such act shall be held to violate this policy when it meets one of the following conditions:

- 32 1. It places the student in reasonable fear or harm for the student’s person or property;  
33
- 34 2. It has a substantially detrimental effect on the student’s physical or mental health;  
35
- 36 3. It has the effect of substantially interfering with the student’s academic performance; or  
37
- 38 4. It has the effect of substantially interfering with the student’s ability to participate in or benefit  
39 from the services, activities, or privileges provided by a school.

1 Upon the determination of a violation, the principal/designee shall conduct a prompt, thorough, and  
2 complete investigation of each alleged incident. All investigations shall be completed and appropriate  
3 intervention taken within twenty (20) calendar days from the receipt of the initial report.<sup>7</sup> If the  
4 investigation is not complete or intervention has not taken place within twenty (20) calendar days, the  
5 principal/designee shall provide the Director of Schools with appropriate documentation detailing the  
6 reasons why the investigation has not been completed or the appropriate intervention has not taken  
7 place.<sup>7</sup> Within the parameters of the federal Family Educational Rights and Privacy Act,<sup>9</sup> a written report  
8 on the investigation will be delivered to all involved parties and the Director of Schools.

## 9 **RESPONSE AND PREVENTION**<sup>10</sup>

10 The principal/designee shall consider the nature and circumstances of the incident, the age of the  
11 individual, the degree of harm, previous incidences or patterns of behavior, or any other factors, as  
12 appropriate, to properly respond to each situation.

13 A substantiated charge against an employee shall result in disciplinary action up to and including  
14 termination. The employee may appeal this decision by contacting the Federal Rights Coordinator or the  
15 **Assistant Director of Schools**.

16 A substantiated charge against a student may result in corrective or disciplinary action up to and  
17 including suspension. The student may appeal this decision in accordance with disciplinary policies and  
18 procedures.

## 19 **REPORTS**

20 When a complaint is filed alleging a violation of this policy where there is physical harm or the threat of  
21 physical harm to a student or a student's property, the principal/designee of each middle school, junior  
22 high school, or high school shall report the findings and any disciplinary actions taken to the Director of  
23 Schools and the Chair of the Board.<sup>11</sup>

24 By July 1st of each year, the Director of Schools/designee shall prepare a report of all of the bullying  
25 cases brought to the attention of school officials during the prior academic year. The report shall also  
26 indicate how the cases were resolved and/or the reasons they are still pending. This report shall be  
27 presented to the Board at its regular July meeting, and it shall be submitted to the State Department of  
28 Education by August 1st.<sup>12</sup>

## 29 **RETALIATION AND FALSE ACCUSATIONS**

30 Retaliation against any person who reports or assists in any investigation of an act alleged in this policy  
31 is prohibited. The consequences and appropriate remedial action for a person who engages in retaliation  
32 shall be determined by the principal/designee after consideration of the nature, severity, and  
33 circumstances of the act.<sup>13</sup>

34 False accusations accusing another person of having committed an act prohibited under this policy are  
35 prohibited. The consequences and appropriate remedial action for a person found to have falsely  
36 accused another may range from positive behavioral interventions up to and including expulsion.<sup>14</sup>

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**Legal References**

1. [TCA 49-6-4503\(a\), \(b\)\(3\); 20 USCA §§ 1681 to 1686; Public Acts of 2025, Chapter No. 293](#)
2. [TCA 49-6-4503\(b\)\(11\)](#)
3. [TCA 49-6-4503\(b\)\(12\)](#)
4. [TCA 49-6-4503\(b\)\(2\), \(13\)](#)
5. [TCA 49-2-120](#)
6. [TCA 49-6-4503\(b\)\(5\)](#)
7. [TCA 49-6-4503\(b\)\(6\)](#)
8. [TCA 49-6-4503\(b\)\(14\)](#)
9. [20 USCA § 1232g](#)
10. [TCA 49-6-4503\(b\)\(4\), \(7\)-\(8\)](#)
11. [TCA 49-6-4503\(d\)\(3\)](#)
12. [TCA 49-6-4503\(c\)\(2\)\(B\)](#)
13. [TCA 49-6-4503\(b\)\(9\)](#)
14. [TCA 49-6-4503\(b\)\(10\)](#)

**Cross References**

Section 504 and ADA Grievance Procedures 1.802  
Staff-Student Relations 5.610  
Student Goals 6.100  
Title IX & Sexual Harassment 6.3041  
Code of Conduct 6.300  
Student Concerns 6.305  
Reporting Child Abuse 6.409  
Emergency Contact Information 6.410  
Student Suicide Prevention 6.415

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in November</b>	Descriptor Term: <b>Virtual Education Program</b> <b>PROPOSED</b>	Descriptor Code: <b>4.212</b>	Issued Date: <b>07/21/22</b>
		Rescinds:	Issued:

## 1 *General*

2 The Elizabethton City Schools virtual education program is a course or series of courses offered by  
3 the school district to provide students a broader range of educational opportunities through the use of  
4 technology. Utilizing this program is temporary and shall not replace a student's regular instructional  
5 program.<sup>1</sup>

6 Class size ratios for the virtual education program shall comply with the requirements as outlined in  
7 state law.<sup>2</sup>

8 Virtual education programs<sup>3</sup> shall be made available to students for the following purposes:

- 9 1. Academic remediation or providing students access to a wider range of courses;
- 10 2. Continuity of educational service for students who are homebound;<sup>4</sup>
- 11 3. Continuity of educational service for students who are quarantining;<sup>5</sup>
- 12 4. Continuity of educational service for students enrolled in an alternative school;<sup>6</sup>
- 13 5. Continuity of educational service when the district utilizes remote instruction due to dangerous  
14 or extreme weather conditions, a serious outbreak of illness affecting or endangering students  
15 or staff, or during the administration of end of course examinations or other examinations as  
16 allowed per state law; or<sup>7</sup>
- 17 6. Continuity of educational service when the district utilizes hybrid instruction due to dangerous  
18 or extreme weather conditions, or an emergency, as determined by the Director of Schools.<sup>8</sup>

## 24 **ELIGIBILITY AND PARTICIPATION REQUIREMENTS**

25 Students shall be eligible to utilize a virtual education program if participating in one of the above  
26 educational opportunities. The following factors shall also be taken into consideration when  
27 determining eligibility:

- 28 1. Attendance;
- 29 2. Grades;

1 3. Technology survey.

2

### 3 ATTENDANCE

4 Student attendance in the virtual education program shall adhere to the general requirements of board  
5 policy 6.200 and any relevant administrative procedures.

6 Methods of confirming student attendance shall include two or more of the following:

7 1. Students participating in a phone call with a teacher, with parent/guardian support as  
8 appropriate for the age of the student;

9

10 2. Students participating in synchronous virtual instruction;

11

12 3. Students completing work in a learning management system; or

13

14 4. Students submitting work via hard-copy or virtual formats.

15

### 16 REMOVAL FROM VIRTUAL EDUCATION PROGRAM

17 A student may be removed from the virtual education program or denied future enrollment in a virtual  
18 education program based on disciplinary issues, attendance issues, or poor academic performance.

19 Before a student is removed based on poor academic performance, the following interventions shall  
20 occur:

21 1. Notification of parent/guardian;

22

23 2. One-on-one assessment conducted by the principal/designee regarding any learning needs and  
24 academic performance; and

25

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#### Legal References

1. [TRR/MS 0520-01-03-.05\(2\)](#)
2. [TCA 49-1-104\(h\)](#); [State Board of Education Policy 3.206](#)
3. [TCA 49-16-101](#); [TRR/MS 0520-01-03-.05\(2\)\(a\)](#)
4. [TRR/MS 0520-01-02-.10](#); [TRR/MS 0520-01-09-.07](#)

#### Cross References

Emergency Closings 1.8011  
Homebound Instruction 4.206  
Credit Recovery 4.210  
Alternative Education 6.319

5. [TRR/MS 0520-01-13-.01\(1\)\(c\)](#)
6. [TRR/MS 0520-01-02-.09; TCA 49-6-3402\(i\)](#)
7. [TCA 49-6-3004\(i\)](#)
8. [Public Acts of 2025, Chapter No. 484](#)

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in November</b>	Descriptor Term: <b>Interscholastic Athletics</b>  <b>PROPOSED</b>	Descriptor Code: <b>4.301</b>	Issued Date: <b>07/16/24</b>
		Rescinds: <b>4.301</b>	Issued: <b>09/16/21</b>

## 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.<sup>1</sup> 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.<sup>2</sup> 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 principal's office. The principal/designee shall  
14 accompany an athletic team on trips. Transportation of teams to athletic games is approved by the Board,  
15 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.<sup>3</sup> 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.<sup>4</sup>

## 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 law.<sup>5</sup> 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.<sup>6</sup> 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 Board.<sup>7</sup> 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.<sup>8</sup>

#### 5 **SEVERE WEATHER<sup>4</sup>**

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.<sup>9</sup>

#### 16 **HOME SCHOOL STUDENT PARTICIPATION<sup>10</sup>**

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.

#### 21 **VIRTUAL SCHOOL STUDENT PARTICIPATION<sup>11</sup>**

22 Virtual school students shall be permitted to participate in accordance with TSSAA or TMSAA  
23 guidelines. If a school is not a member with these organizations, virtual school students that are zoned  
24 for the school shall be permitted to participate in interscholastic athletics to the same extent as other  
25 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. [TCA 49-6-3050\(e\)\(1\)\(B\)](#)
11. [Public Acts of 2025, Chapter No. 173](#)

## 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: <b>Review: Annually, in November</b>	Descriptor Term: <b>Library Materials</b> <b>PROPOSED</b>	Descriptor Code: <b>4.403</b>	Issued Date: <b>07/16/24</b>
		Rescinds: <b>4.403</b>	Issued: <b>07/21/23</b>

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. <sup>1</sup> 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 **STANDARDS<sup>2</sup>**

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;
- 19
- 20 4. The collection as a whole shall offer a variety of viewpoints; and
- 21
- 22 5. Materials shall not be removed on the sole grounds that the item is religious.

23 Any materials that meet the following criteria shall be removed and excluded from the district's library  
24 collection:

- 25 1. Contains nudity, descriptions or depictions of sexual excitement, sexual conduct, excess  
26 violence, or sadomasochistic abuse as defined in state law<sup>3</sup>;
- 27
- 28 2. Are patently offensive as defined in state law; or
- 29
- 30 3. Appeal to the prurient interest as defined in state law.

1 The Board shall be notified when any library materials are challenged or removed pursuant to this policy.

## 2 **COMPLAINTS<sup>4</sup>**

3 If a complaint is made by an employee, student, or parent/guardian, the person receiving the complaint  
4 shall:

- 5 1. Inform the complainant of the selection procedures and make no commitments.
- 6
- 7 2. Request the complainant to submit a Request for Reconsideration of Library Materials form.
- 8
- 9 3. Inform the principal (and other appropriate personnel).
- 10
- 11 4. Keep challenged materials available for use during the reconsideration process.

12 Upon receipt of the completed form, the principal may notify the Director of Schools. The principal  
13 may request review of the challenged materials by an ad hoc materials review committee within thirty  
14 (30) days. If the principal appoints a review committee, it should include certified library media  
15 personnel, representatives from classroom teachers, and one or more parents.

16 After receiving the challenged materials, the following steps should occur:

- 17 1. Read, view, or listen to the contested material in its entirety;
- 18
- 19 2. Check general acceptance of the material by reading recognized and evaluative reviews;
- 20
- 21 3. Determine the extent to which the material is appropriate for the age and maturity levels of the  
22 students who have access to the materials and whether the material is suitable for, and  
23 consistent with, the educational mission of the school; and
- 24
- 25 4. Complete the appropriate Checklist for Reconsideration of Library Materials, judging the  
26 material for its strength and value.

27 The principal shall present a recommendation to the Director of Schools. The Director of Schools shall  
28 assess the findings along with the recommendation of the principal and present a recommendation to  
29 the Board.

30 The Board shall evaluate the recommendations of the principal and the Director of Schools along with  
31 the material to determine whether it is appropriate for the age and maturity levels of the students who  
32 have access to the materials and whether the material is suitable for, and consistent with, the  
33 educational mission of the school. The Board shall review the findings and affirm, overturn, or modify  
34 the decision within sixty (60) days from which the feedback was received.

## 35 **REMOVAL OF LIBRARY MATERIALS**

- 1 If it is determined that the material is not appropriate for the age and maturity levels of the students
- 2 who have access to them or is not suitable for, and consistent with, the educational mission of the
- 3 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. [TCA 49-6-3803\(a\),\(b\); Public Acts of 2025, Chapter No. 270](#)
3. [TCA 39-17-901](#)
4. [TCA 49-6-3803\(e\), \(f\)](#)

#### Cross References

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

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in November</b>	Descriptor Term: <b>Use of the Internet</b>  <b>PROPOSED</b>	Descriptor Code: <b>4.406</b>	Issued Date: <b>08/18/22</b>
		Rescinds: <b>4.406</b>	Issued: <b>11/14/17</b>

1 The Board supports the right of staff and students to have reasonable access to various information  
2 formats and believes that it is incumbent upon staff and students to use this privilege in an appropriate  
3 and responsible manner.

## 4 **EMPLOYEES**

5 Before any employee is allowed use of the district's internet or intranet access, the employee shall sign  
6 a written agreement, developed by the Director of Schools/designee that sets out the terms and conditions  
7 of such use. Any employee who accesses the district's computer system for any purpose agrees to be  
8 bound by the terms of that agreement, even if no signed written agreement is on file.

9 The Director of Schools shall develop and implement procedures for appropriate internet use which shall  
10 address the following:

- 11 1. Development of the Network and Internet Use Agreement;
- 12
- 13 2. General rules and ethics of internet access;
- 14
- 15 3. Guidelines regarding appropriate instruction and oversight of student internet use;
- 16
- 17 4. A uniform signature block for use by all district employees; and
- 18
- 19 5. Prohibited and illegal activities including, but not limited to, the following:<sup>1</sup>
  - 20 • Sending or displaying offensive messages or pictures;
  - 21 • Using obscene language;
  - 22 • Harassing, insulting, defaming, or attacking others;
  - 23 • Damaging computers, computer systems, or computer networks;
  - 24 • Hacking or attempting unauthorized access to any computer;
  - 25 • Violation of copyright laws;
  - 26 • Trespassing in another's folders, work, or files;
  - 27 • Intentional misuse of resources;
  - 28 • Using another's password or other identifier (impersonation);
  - 29 • Using the network for commercial purposes; and
  - 30 • Buying or selling on the internet.

## 31 **STUDENTS**

1 The Director of Schools shall develop and implement procedures for appropriate internet use by students.  
2 Procedures shall address the following:

- 3 1. General rules and ethics of internet use; and  
4  
5 2. Prohibited or illegal activities including, but not limited to:<sup>1</sup>  
6 • Sending or displaying offensive messages or pictures;  
7 • Using obscene language;  
8 • Harassing, insulting, defaming, or attacking others;  
9 • Damaging computers, computer systems, or computer networks;  
10 • Hacking or attempting unauthorized access;  
11 • Violation of copyright laws;  
12 • Trespassing in another's folders, work, or files;  
13 • Intentional misuse of resources;  
14 • Using another's password or other identifier (impersonation);  
15 • Using the network for commercial purposes; and  
16 • Buying or selling on the internet.

## 17 **INTERNET SAFETY MEASURES<sup>2</sup>**

18 Internet safety measures shall be implemented that effectively address the following:

- 19 1. Limiting the content accessible by students using the internet access provided by the district to  
20 content that is age-appropriate;  
21  
22 2. Protecting the safety and security of students when they are using electronic mail, chat rooms,  
23 and other forms of direct electronic communications using internet access provided by the  
24 district;  
25  
26 3. Preventing unauthorized access, including "hacking" and other unlawful activities by students  
27 online;  
28  
29 4. Restricting students' access to materials harmful to them; and  
30  
31 5. Preventing students from using internet access provided by the district to access websites, web  
32 applications, or software that does not protect students against the disclosure, use, or  
33 dissemination of their personal information.

34 The Director of Schools/designee shall establish a process to ensure the district's education technology  
35 is not used for purposes prohibited by law or for accessing sexually explicit materials. The process shall  
36 include, but not be limited to:

- 37 1. Utilizing technology that filters, blocks, or otherwise prevents internet access (for both students  
38 and adults) to material that is obscene or pornographic;<sup>3</sup>  
39

- 1        2. Prohibiting and preventing a user from sending, receiving, viewing, or downloading materials  
2            that are deemed to be harmful to minors;<sup>4</sup>
- 3
- 4        3. Maintaining and securing a usage log; and
- 5
- 6        4. Monitoring online activities of students.<sup>2</sup>

7        The Board shall provide reasonable public notice of and at least one (1) public hearing or meeting to  
8            address and communicate its internet safety measures.<sup>2</sup>

9        A written parental consent shall be required prior to the student being granted access to electronic media  
10            involving district technological resources. The required permission/agreement form, which shall specify  
11            acceptable uses, rules of online behavior, access privileges, and penalties for policy/procedural  
12            violations, must be signed by the parent/guardian of minor students (those under 18 years of age) and  
13            also by the student. This document shall be executed each year and shall be valid only in the school year  
14            in which it was signed unless parent(s)/guardian(s) provide written notice that consent is withdrawn. In  
15            order to rescind the agreement, the student's parent/guardian (or the student who is at least 18 years old)  
16            must provide the Director of Schools with a written request.

17        Complaints alleging a violation of the internet safety measures shall be submitted to Director of  
18            Technology. All complaints shall be reviewed to determine how to appropriately respond.

## 19        **EMAIL**

20        Users with network access shall not utilize district resources to establish electronic mail accounts through  
21            third-party providers or any other nonstandard electronic mail system. All data including email  
22            communications stored or transmitted on school district computers shall be monitored.  
23            Employees/students have no expectation of privacy with regard to such data. Email correspondence may  
24            be a public record under the public records law and may be subject to public inspection.<sup>5</sup>

## 25        **INTERNET SAFETY INSTRUCTION<sup>6</sup>**

26        Students will be given appropriate instruction in internet safety as a part of any instruction utilizing  
27            computer resources. The Director of Schools shall provide adequate in-service instruction on internet  
28            safety. Parent(s)/guardian(s) and students will be provided with material to raise awareness of the  
29            dangers posed by the internet and ways in which the internet may be used safely.

## 30        **SOCIAL NETWORKING**

31        **1. Students are prohibited from accessing social media platforms using district internet except when**  
32            **expressly authorized by a teacher for educational purposes.<sup>7</sup>**

33        2. District staff who have a presence on social networking websites are prohibited from posting  
34            data, documents, photographs, or inappropriate information that is likely to create a material and  
35            substantial disruption of classroom activity.

36        3. District staff are prohibited from accessing personal social networking sites on school computers  
37            or during school hours except for legitimate instructional purposes.

- 1       4. The Board discourages district staff from socializing with students on social networking  
2       websites. The same relationship, exchange, interaction, information, or behavior that would be  
3       unacceptable in a non-technological medium is unacceptable when done through the use of  
4       technology.

## 5       **VIOLATIONS**

- 6       Violations of this policy or a corresponding administrative procedure shall be handled in accordance  
7       with the existing disciplinary procedures of the district.

## 8       **VENDOR CONTRACTS<sup>8</sup>**

- 9       Prior to entering into any contract for the provision of digital or online materials created or marketed  
10      for kindergarten through grade twelve (K-12), the district shall obtain an assurance that the vendor  
11      shall adhere to state law. This determination includes ensuring that the vendor filters, blocks, or  
12      otherwise prevents access to pornography or obscenity and verifying that the technology prevents a  
13      user from sending, receiving, viewing, or downloading materials that are harmful to minors.

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### Legal References

1. [TCA 39-14-602](#)
2. [47 USCA § 254 \(h\)\(5\)\(A\) – \(C\), 254\(l\); 47 CFR § 54.520\(c\)\(1\)\(i\); 20 USCA § 7131; Public Acts of 2025, Chapter No. 195](#)
3. [TCA 49-1-221\(a\)\(1\)\(C\)\(i\)](#)
4. [TCA 39-17-901; TCA 49-1-221\(a\)\(1\)\(C\)\(ii\)](#)
5. [TCA 10-7-512](#)
6. [TCA 49-1-221\(a\)\(1\)\(E\)](#)
7. [Public Acts of 2025, Chapter No. 195](#)
8. [TCA 49-1-221\(c\)](#)

### Cross References

- Use of Email 1.805
- Use of Artificial Intelligence Programs 4.214
- School and System Websites 4.407
- Controversial Materials 4.801
- Student Publications 6.704

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in December</b>	Descriptor Term: <b>Reporting Student Progress</b>  <b>New Policy</b>	Descriptor Code: <b>4.601</b>	Issued Date: <b>06/19/18</b>
		Rescinds: <b>4.601</b>	Issued: <b>05/15/18</b>

## 1 REPORT CARDS

2 Student progress reports shall be provided at least once every nine (9) weeks during the school year.  
3 Each report shall be signed by the parent(s)/guardian(s) and returned promptly to the school. The  
4 Director of Schools shall develop a reporting procedure that includes how parents can access this  
5 information online.<sup>1</sup>

6 Student progress reports shall indicate the students' conduct and include information on attendance,  
7 academic progress, and other information necessary to communicate effectively with the  
8 parent(s)/guardian(s). **For students in grades kindergarten through eight (K-8), the student's score on the  
9 most recently administered universal reading screener shall also be included along with the results of a  
10 dyslexia screener, if applicable.**<sup>2</sup>

11 In addition to the regular progress reports, principals and teachers are encouraged to confer with  
12 parent(s)/guardian(s) on the educational progress of their children. Teachers shall consult with  
13 parent(s)/guardian(s) of students who are working at an unsatisfactory level or whose performance shows  
14 a sudden deterioration. Parent(s)/guardian(s) shall be notified by the teacher as early in the school year  
15 as possible if the retention of a student is being considered.

## 16 PARENT CONFERENCES

17 At least one (1) time during the school year, conferences shall be scheduled in which  
18 parent(s)/guardian(s) and teachers may discuss any pertinent problems or other matters of concern  
19 regarding the development and education of each student. These scheduled conferences shall not use any  
20 portion of the one hundred eighty (180) days of classroom instruction.<sup>3</sup> The Director of Schools shall be  
21 responsible for scheduling and coordinating system wide conferences.

22 Conferences shall be physically accessible to all students and parent(s)/guardian(s).<sup>4</sup>

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### Legal References

1. [TRR/MS 0520-01-03-.03\(5\); TCA 49-6-901](#)
2. [Public Acts of 2025, Chapter No. 330](#)
3. [TCA 49-6-7002](#)
4. [28 CFR § 36.201](#)

### Cross References

School Calendar 1.800  
Section 504 & ADA Grievance Procedures 1.802  
Grading System 4.600  
Promotion and Retention 4.603  
In-Service and Professional Learning Opportunities 5.113  
Staff Time Schedules 5.602  
Attendance 6.200  
Withdrawals 6.207

# Elizabethton City Board of Education

Monitoring:  <b>Review: Annually, in January</b>	Descriptor Term:  <h2 style="text-align: center;">Personnel Goals</h2> <p style="text-align: center; color: red; font-weight: bold;">PROPOSED</p>	Descriptor Code: <p style="text-align: center; font-weight: bold;">5.100</p>	Issued Date: <p style="text-align: center; font-weight: bold;">04/15/21</p>
		Rescinds: <p style="text-align: center; font-weight: bold;">5.100</p>	Issued: <p style="text-align: center; font-weight: bold;">03/19/97</p>

1 The Board's personnel goals are as follows:

- 2       1. To ensure that the Director of Schools recruits and employs the best qualified individuals to staff
- 3           the school district;
- 4       2. To provide compensation, benefits, and working environments sufficient to attract and retain
- 5           qualified employees;
- 6       3. To provide an in-service training program for all employees to improve their performance; and
- 7       4. To conduct an evaluation program that will contribute to the continuous improvement of staff
- 8           performance.

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Legal References

1. [TCA 49-1-302\(g\); Public Acts of 2025, Chapter No. 494](#)

Cross References

School District Goals 1.700

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in January</b>	Descriptor Term: <b>Compensation Guides &amp; Contracts</b>  <b>PROPOSED</b>	Descriptor Code: <b>5.110</b>	Issued Date: <b>05/20/04</b>
		Rescinds: <b>5.110</b>	Issued: <b>08/24/90</b>

1 *General*

2 Certified personnel shall make a written contract at a fixed salary per month before entering upon their  
3 duties.<sup>1</sup>

4 The Director of Schools shall establish the salary rating of all personnel and shall recommend the salary  
5 schedule to the Board for its approval.<sup>2</sup>

6 Contracts for certified personnel shall provide the following:<sup>3</sup>

7 1. A minimum of one hundred and eighty (180) working days;

8

9 2. A minimum of five (5) days for in-service education;

10

11 3. Ten (10) vacation days; and

12

13 4. Five (5) days as designated by the Board (teachers shall use one (1) day for parent-teacher  
14 conferences).

15 The school calendar adopted by the Board each year shall become part of all certified personnel contracts.

16 Salaries and supplements may be paid from revenue derived from sources other than taxes, provided  
17 the revenue is deposited with and salaries paid through the Board. This includes donations or  
18 contributions from individual, civic, or other non-school related sources of funds from individual  
19 school activity funds, such as gate receipts and concessions.<sup>1,4</sup>

20 **ACCRUED LEAVE & BENEFICIARIES<sup>5</sup>**

21 **A deceased teacher's estate or designated beneficiary shall be paid the value of any unused**  
22 **accumulated leave. Unless a teacher designates differently, the beneficiary shall be the same as the**  
23 **beneficiary designed for receipt of retirement benefits with the Tennessee Consolidated Retirement**  
24 **System.**

1. [TCA 49-2-203\(a\)\(1\); TCA 49-5-408](#)
2. [TCA 49-5-402](#)
3. [TCA 49-6-3004](#)
4. [TCA 49-6-2006\(a\)](#)
5. [Public Acts of 2025, Chapter No. 433](#)

School Calendar 1.800  
Revenues 2.400  
Payroll 2.802  
Application and Employment 5.106

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in January</b>	Descriptor Term: <b>Employment of Retirees</b> <b>PROPOSED</b>	Descriptor Code: <b>5.119</b>	Issued Date: <b>07/21/23</b>
		Rescinds: <b>5.119</b>	Issued: <b>07/21/22</b>

## 1 *General*<sup>1</sup>

2 The Director of Schools may hire a retired individual if certain conditions are met as provided for in  
3 state law. Prior to commencement of reemployment, the Director of Schools shall provide the required  
4 employment information to the Tennessee Consolidated Retirement System (TCRS). In order to be  
5 eligible for employment after retirement, a TCRS member must comply with the following:

- 6 1. **The retired member must have a bona fide separation of service which includes a separation of**  
7 **at least sixty (60) calendar days and no previous agreement to return to work after retirement;**  
8 and  
9
- 10 2. The retired member may not accrue additional retirement benefits as a result of the member's  
11 reemployment and may not draw disability retirement benefits.

## 12 **EMPLOYMENT CONTRACTS FOR UP TO 120 DAYS**<sup>2</sup>

13 Retired members under TCRS may be employed for up to one hundred twenty (120) days per year  
14 without loss of retirement benefits. Retired members may substitute teach for additional days.

15 To continue receiving TCRS benefits, the following conditions must be met in addition to the general  
16 standards above:  
17

- 18 1. During a twelve-month period, the retiree must not work more than one hundred twenty (120)  
19 days; and  
20
- 21 2. The retired member's compensation must not exceed 60% of the annual full-time salary  
22 received in the year immediately prior to the member's last paid day of covered employment.  
23 This amount shall be adjusted by five percent (5%) for each year after that date.

24 The retired member may work beyond one hundred twenty (120) days as a substitute teacher if the  
25 payment does not exceed the rate of compensation for substitute teachers filling similar vacant  
26 positions.

27

28

## 29 **HARD TO FILL POSITIONS**<sup>3</sup>

1 The Director of Schools may contract with retired members for hard to fill positions if the following  
2 conditions are met in addition to the general standards above:  
3

- 4 1. During the reemployment, the retirement benefit payable to the retiree must be reduced to  
5 seventy percent (70%) of the retirement allowance the member would have otherwise been  
6 entitled to receive; and  
7
- 8 2. The retired member's reemployment must not exceed one (1) year, but the retired member may  
9 be reemployed for additional one-year periods per state law.

10 The Director of Schools shall certify to TCRS that the employee is being rehired in a hard-to-fill  
11 position. In order to qualify, one or more of the following conditions must be established:

- 12 1. It is difficult to recruit and retain qualified employees for the position;  
13
- 14 2. The position requires specialized certification, credentials, or education;  
15
- 16 3. The demand for the position exceeds the supply;  
17
- 18 4. The position is in high demand in the marketplace;  
19
- 20 5. The position is filled by key personnel;  
21
- 22 6. The position requires specific skills and experience; or  
23
- 24 7. The position has other unique recruitment or retention issues identified and documented by the  
25 Director of Schools.

26 Once the retired member is hired, the district shall pay TCRS the greater of: (1) a payment equal to the  
27 amount the employer would have contributed to the retirement system during the period of  
28 reemployment; or (2) an amount equal to five percent (5%) of the retired member's earnable  
29 compensation.

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Legal References

1. [TCA 8-36-805](#); [TCA 8-36-809](#); [Public Acts of 2025, Chapter No. 159](#)
2. [TCA 8-36-805](#); [Public Acts of 2025, Chapter No. 159](#)
3. [TCA 8-36-809](#); [Public Acts of 2025, Chapter No. 159](#)

Cross References

Application and Employment 5.106  
Substitute Teachers 5.701

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in May</b>	Descriptor Term: <b>Student Wellness</b>	Descriptor Code: <b>6.411</b>	Issued Date: <b>03/21/17</b>
		Rescinds: <b>6.411</b>	Issued: <b>09/20/12</b>

1 The Board recognizes the value of proper nutrition, physical activity, and other health conscious  
2 practices and the impact that such practices have on student academic achievement, health, and well-  
3 being. In order to provide an environment conducive to overall student wellness, this policy shall be  
4 followed by all schools in the district.<sup>1</sup>

## 5 **COMMITMENT TO COORDINATED SCHOOL HEALTH**

6 All schools shall implement the **CDC's Centers of Disease Control and Prevention's (CDC)**  
7 Coordinated School Health **(CSH)** approach to managing new and existing wellness related programs  
8 and services in schools and the surrounding community based on state law and State Board of  
9 Education CSH standards and guidelines. The **school** district's Coordinated School Health Coordinator  
10 shall be responsible for overseeing compliance with State Board of Education CSH standards and  
11 guidelines in the school district.

## 12 **SCHOOL HEALTH ADVISORY COUNCIL<sup>2,3</sup>**

13 A school district school health advisory council shall be established to serve as a resource to school  
14 **sites** for implementing policies and programs and develop an active working relationship with the  
15 county health council. The council shall consist of individuals representing the school and community,  
16 including parents, students, teachers, school administrators, health professionals, school food service  
17 representatives, and members of the public. The primary responsibilities of the council include, but are  
18 not limited to:

- 19 1. Developing, implementing, monitoring, reviewing, and as necessary, making recommendations  
20 as to physical activity and nutrition policies;
- 21 2. Ensuring all schools within the district create and implement an action plan related to all  
22 School Health Index modules;
- 23 3. Ensuring that the results of the action plan are annually reported to the council; and
- 24 4. Ensuring that school level results include measures of progress on each indicator of the School  
25 Health Index.

26 The State Board of Education's Coordinated School Health and Physical Activity Policies shall be used  
27 as guidance by the Council to make recommendations. The Board will consider recommendations of  
28 the Council in making policy changes or revisions.

29 Additionally, each school will have a Healthy School Team consisting of teachers, students, parents,  
30 **community members**, and administrators.<sup>2</sup> The Team will hold Healthy School Team meetings during  
31 the school year to assess needs and oversee planning and implementation of school health efforts. The

1 Director of Schools/designee will ensure compliance with the school wellness policy, to include an  
2 assessment of the implementation of the wellness policy and the progress made in attaining the policy  
3 goals. The assessment will be made available to the public.

#### 4 **COMMITMENT TO NUTRITION**

5 All schools within the District shall participate in the USDA child nutrition programs, which may  
6 include but not be limited to, the National School Lunch Program, the School Breakfast Program, the  
7 Summer Food Service Program, and the After School Snack Program.<sup>4,5,6</sup>

8 Meals shall be accessible to all students in a non-stigmatizing manner. Students will be given adequate  
9 time to enjoy healthy meals and relax in a pleasant environment. Good nutritional habits shall be  
10 encouraged. All foods **and beverages** including vending machines, fundraising items, and concessions  
11 must meet guidelines set forth by the Healthy, Hunger-free Kids Act of 2010, Smart Snacks in  
12 Schools.<sup>4,5,6</sup> The school principal/designee shall be responsible for overseeing the school district's  
13 compliance with the State Board of Education rules and regulations for sale of food items in the school  
14 district.<sup>2,5,6</sup>

#### 15 **Fundraising**

16 Food-and beverages sold that can be consumed on campus during the school day must meet or exceed  
17 the USDA Smart Snacks guidelines in school nutrition standards. Schools shall follow the limit on  
18 days per semester in which non-healthy foods may be used for fundraisers.<sup>5</sup>

#### 19 **DISTRICT GOALS**

20 The district will promote healthy nutrition through various activities, including nutrition related  
21 newsletters, informational links on the district website, healthy eating posters and bulletin boards in  
22 dining areas, and informational booths at various community functions. Nutrition education will be  
23 offered as part of a standards based program designed to provide students with the knowledge and  
24 skills needed to promote and protect their health as outlined in the State Board of Education  
25 Health Education and Lifetime Wellness Standards. Nutrition education will discourage teachers  
26 from using high fat, sugar, and sodium foods as rewards and encourage students to start each day with  
27 a healthy breakfast. **If a district engages in food or beverage marketing, all marketing shall comply**  
28 **with the Smart Snacks in School nutrition standards.**<sup>7</sup>

#### 29 **COMMITMENT TO PHYSICAL ACTIVITY AND PHYSICAL EDUCATION**

30 The Board recognizes that physical activity is extremely important to the overall health of a child.  
31 Schools shall support and promote physical activity. Physical activity may be integrated into any areas  
32 of the school program.

33 Physical Education classes shall be offered as part of a standards based program designed to provide  
34 developmentally appropriate moderate to vigorous physical activity as an integral part of the class. All  
35 physical education classes shall comply with the State Board of Education's Physical Education  
36 Standards. ~~In addition to the district's physical education program, non-structured physical activity~~  
37 ~~periods shall be offered as required by law.~~<sup>7</sup>

1 Unstructured physical activity periods shall be offered in addition to the school district's physical  
2 education program. Elementary school students shall receive a minimum of forty (40) minutes of  
3 physical activity each full school day. Middle and high school students shall receive a minimum of  
4 ninety (90) minutes of physical activity each full school week.

5 Physical activity will be conducted outside if weather permits. The following activities shall not be  
6 considered physical activity: walking to and from class, time spent on an electronic device, and time  
7 spent in a physical education class.

8 Schools shall continue to offer after school sports and activities. Physical activity shall not be  
9 employed as a form of discipline or punishment. Physical activity shall not be withheld from a student  
10 as a form of punishment.

### 11 COMMITMENT TO CURRICULUM<sup>3</sup>

12 All applicable courses of study should be based on State-approved curriculum standards.

### 13 SCHOOL HEALTH INDEX<sup>3</sup>

14 All schools within the district shall annually administer a baseline assessment on each of the ~~three~~  
15 recommended School Health Index modules. Results shall be submitted to the School Health Advisory  
16 Council and reported to the State Department of Education.

### 17 RECORD KEEPING COMPLAINCE

18 The school district's Coordinated School Health Coordinator shall ensure that records demonstrating  
19 compliance with community involvement requirements are maintained. The Coordinated School  
20 Health Coordinator shall additionally document that the school wellness policy and triennial  
21 assessments are made available to the public.<sup>8</sup>

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#### Legal References

1. TCA 49-1-1002
2. State Board of Education Policy 4.204
3. State Board of Education Policy 4.206
4. 42 U.S.C. 1758b (Section 204 of the Healthy,  
Hunger-Free Kids Act of 2010 (Public Law 111-  
296))
5. TRR/MS 0520-1-6, Child Nutrition Programs
6. 7 C.F.R. 210 and 220
7. Public Acts of 2016, Chapter No. 669
8. 7 C.F.R. § 210.31(f)

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#### Cross-References

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**Legal References**

9. [TCA 49-6-1022](#)
10. [State Board of Education Policy 4.204](#)
11. [State Board of Education Policy 4.206](#)
12. [42 USCA § 1758b; TRR/MS 0520-01-06-.04](#)
13. [TRR/MS 0520-01-06](#)
14. [7 CFR § 210; 7 CFR § 220](#)
15. [7 CFR 210.31\(c\)\(3\)\(iii\)](#)
16. [TCA 49-6-1021; Public Acts of 2025, Chapter No. 306](#)
17. [7 CFR § 210.31\(f\)](#)

**Cross References**

[Student Suicide Prevention 6.415](#)

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in May</b>	Descriptor Term: <b>Student Records</b>	Descriptor Code: <b>6.600</b>	Issued Date: <b>05/19/22</b>
		Rescinds: <b>6.600</b>	Issued: <b>11/16/21</b>

## 1 **General**

2 A cumulative record shall be kept for each student enrolled in school. The folder shall contain a health  
3 record, attendance record, and scholarship record; shall be kept current; and shall accompany the student  
4 through his/her school career.<sup>1</sup>

5 The name used on the record of the student entering the school system must be the same as that shown  
6 on the birth certificate, unless evidence is presented that such name has been legally changed. If the  
7 parent/guardian does not have, or cannot obtain a birth certificate, then the name used on the records of  
8 such student will be as shown on documents which are acceptable as proof of date of birth.

9 The name used on the records of a student entering the school district from another school shall be the  
10 same as that shown on records from the school previously attended unless evidence is presented that  
11 such name has been legally changed as prescribed by law.

12 When a student transfers to another school within the school district or to a school outside the school  
13 district, copies of the student's records, including the student's disciplinary records, shall be sent to the  
14 transfer school:<sup>2</sup> **within five (5) business days of the date on which the student's records request was**  
15 **received by the school.<sup>2</sup>**

16 ~~When a student transfers to a school outside the system, copies of the student's records, including the~~  
17 ~~student's disciplinary records, shall be sent to the transfer school.<sup>2</sup>~~

18 All records shall be remitted in accordance with the Family Education Rights and Privacy Act (FERPA).<sup>3</sup>

## 19 **ACCESS TO STUDENT RECORDS**

20 Student records shall be confidential. Authorized school officials shall have access to and permit access  
21 to student education records for legitimate educational purposes.<sup>4</sup> ~~Authorized school officials include,~~  
22 ~~but are not limited to, teachers, administrators, supervisors, or support staff members (including health~~  
23 ~~or medical staff and law enforcement unit personnel) who have legitimate educational interests in or who~~  
24 ~~need to review education records in order to fulfill their professional responsibilities. A school official~~  
25 ~~also may include a volunteer, contractor, or consultant, such as an attorney, auditor, medical consultant,~~  
26 ~~or therapist who, while not employed by the school, performs an institutional service or function for~~  
27 ~~which the school would otherwise use its own employees and who is under the direct control of the~~  
28 ~~school with respect to the use and maintenance of PII from education records; a parent or student~~  
29 ~~volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent,~~  
30 ~~student, or other volunteer assisting another school official in performing his or her tasks.~~

1 A legitimate educational interest is the official's need to know information in order to:

- 2 1. Perform required administrative tasks;
- 3 2. Perform a supervisory or instructional task directly related to the student's education; and
- 4 3. Perform a service or benefit for the student or the student's family such as health care, counseling,
- 5 student job placement, or student financial aid.

6 Authorized school officials may release information from or permit access to a student's education record  
7 without the parent(s)/guardian(s) or eligible student's\* prior written consent in the following instances:

- 8 1. To comply with a judicial order or lawfully issued subpoena. The school district will make a  
9 reasonable effort to notify the student's parent(s)/guardian(s) or the eligible student before  
10 making a disclosure;<sup>5</sup>
- 11 2. If the disclosure is an item of directory information;<sup>6</sup>
- 12 3. To comply with the requirements of child abuse reports to the extent known by the school  
13 officials including the name, address, and age of the student; the name and address of the  
14 person responsible for the care of the student; and the facts requiring the report;<sup>7</sup>
- 15 4. When certain federal and state officials need information in order to audit or enforce legal  
16 conditions related to federal- or state-supported education programs in the school district;<sup>8</sup>
- 17 5. When the school district has entered into a contract for an organization to conduct scientific  
18 research on the school district's behalf to develop tests or improve instruction, provided that the  
19 studies are conducted in a manner which will not permit the disclosure of personal  
20 identification of students and their parent(s)/guardian(s) by individuals other than to  
21 representatives of the organization, and that the information will be destroyed when no longer  
22 needed for the purpose for which the study was conducted;<sup>9</sup>
- 23 6. To appropriate officials if the parent(s)/guardian(s) claim the student as a dependent as defined  
24 by the Internal Revenue Code;<sup>10</sup>
- 25 7. To accrediting organizations to carry out their accrediting functions;<sup>11</sup>
- 26 8. To officials of another school, school system, or postsecondary institution when a student seeks  
27 or intends to enroll in another school district or a postsecondary institution.  
28 Parent(s)/guardian(s) of the student shall be notified of the transfer and shall have the right to  
29 obtain copies of the record transferred as well as an opportunity to challenge the content of the  
30 record;<sup>12</sup>
- 31 9. To financial institutions or government agencies that provide or may provide financial aid to a  
32 student in order to establish eligibility, to determine the amount of financial aid, to establish  
33  
34  
35  
36  
37  
38  
39  
40

1 conditions for the receipt of financial aid, and to enforce financial aid agreements;<sup>13</sup>

2  
3 10. To the appropriate officials in connection with a health or safety emergency if knowledge of  
4 the information is necessary to protect the health or safety of the student or others;<sup>14</sup>

5  
6 11. To the Attorney General/designee for official purposes related to the investigation or  
7 prosecution of an act of domestic or international terrorism. An educational agency that, in  
8 good faith, produces education records in accordance with an order shall not be liable to any  
9 person for that production;<sup>15</sup>

10  
11 12. To any agency caseworker or other representative of a state or local child welfare agency or  
12 tribal organization authorized to access the student's educational records when such agencies or  
13 organizations are legally responsible for the care and protection of the student;<sup>16</sup>

14  
15 13. To the Secretary of Agriculture/designee for purposes of conducting program monitoring,  
16 evaluations, and performance measurements, provided that the data collected will be protected  
17 in a manner which will not permit the disclosure of personal identification of students and their  
18 parent(s)/guardian(s) by individuals other than to representatives of the organization, and that  
19 the information will be destroyed when no longer needed for the purpose for which it was  
20 conducted;<sup>17</sup> and

21  
22 14. To state and local authorities to whom information is specifically allowed to be reported or  
23 disclosed by state law that concerns the juvenile justice system and the system's ability to  
24 effectively serve, prior to adjudication, the student whose records were released.<sup>18</sup>

#### 25 *Consent to Disclose Records*<sup>19</sup>

26 Authorized school officials may release information from a student's education record if the student's  
27 parent(s)/guardian(s) or the eligible student gives written consent for the disclosure. The written consent  
28 shall include:

- 29 1. Specification of the records to be released;
- 30
- 31 2. Reasons for the disclosure;
- 32
- 33 3. Person, organization, or class of persons or organizations to whom the disclosure is to be made;
- 34
- 35 4. Signature of the parent(s)/guardian(s) or eligible student; and
- 36
- 37 5. Date of the consent, and if appropriate, a date when the consent is to be terminated.

38 The student's parent(s)/guardian(s) or the eligible student may obtain a copy of any records disclosed  
39 under this provision.

#### 40 **RECORDKEEPING**

1 The school district will maintain an accurate record of all requests to disclose information from or to  
 2 permit access to a student's education records. The school district will maintain an accurate record of  
 3 information it discloses and access it permits. The district will maintain this record as long as it maintains  
 4 the student's education record.<sup>20</sup>

5 The record will include at least:<sup>20</sup>

- 6 1. Name of the person or agency that makes the request;
- 7
- 8 2. Interest the person or agency has in the information;
- 9
- 10 3. Date the person or agency makes the request; and
- 11
- 12 4. Whether the request is granted, and if it is, the date access is permitted, or the disclosure is made.

13 \* *The student becomes an "eligible student" when he/she reaches age eighteen (18) or enrolls in a post-*  
 14 *secondary school, at which time all of the above rights become the student's right.*<sup>21</sup>

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#### Legal References

- 1.—20 USCA § 1232g
- 2.—TCA 49-6-3001(e)(1)
- 3.—TCA 49-1-701 *et seq.*; 20 USCA § 1232g
- 4.—TCA 10-7-504(a)(4); 20 USCA § 1232g
- 5.—20 USCA § 1232g(b)(2)(B); 20 USCA § 1232g(b)(1)(J)
- 6.—20 USCA § 1232g(b)(2); TCA 10-7-504(a)(4)(A)
- 7.—TCA 37-1-403
- 8.—20 USCA § 1232g(b)(3), (5); 20 USCA § 1232g(b)(1)(C)
- 9.—20 USCA § 1232g(b)(1)(F)
- 10.—20 USCA § 1232g(b)(1)(H)
- 11.—20 USCA § 1232g(b)(1)(G)
- 12.—20 USCA § 1232g(b)(1)(B)
- 13.—20 USCA § 1232g(b)(1)(D)
- 14.—20 USCA § 1232g(b)(1)(I)
- 15.—20 USCA § 1232g(j); USA Patriot Act of 2001 § 507
- 16.—20 USCA § 1232g(b)(1)(L)
- 17.—20 USCA § 1232g(b)(1)(K)
- 18.—20 USCA § 1232g(b)(1)(E)
- 19.—34 CFR § 99.30; 20 USCA § 1232g(b)(2)(A)
- 20.—34 CFR § 99.32(a)
- 21.—34 CFR §§ 99.3, 99.5; TCA 49-1-704

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#### Cross-References

- School District Records 1.407
- Promotion and Retention 4.603
- Testing Programs 4.700
- Attendance 6.200
- Withdrawals 6.207
- Child Custody/Parental Access 6.209
- Bus Safety and Conduct 6.308
- Corporal Punishment 6.314
- Disciplinary Hearing Authority 6.317
- Admission of Suspended/Expelled Students 6.318
- Acquired Immune Deficiency Syndrome 6.404
- Reporting Child Abuse 6.409
- Media Access to Students 6.604

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#### Legal References

22. [20 USCA § 1232g](#)
23. [TCA 49-6-3001\(c\)\(1\); Public Acts of 2025, Chapter No. 156](#)

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#### Cross References

- [School District Records 1.407](#)
- [Promotion and Retention 4.603](#)

24. [TCA 49-1-701; 20 USCA § 1232g](#)
  25. [TCA 10-7-504\(a\)\(4\); 20 USCA § 1232g](#)
  26. [20 USCA § 1232g\(b\)\(2\)\(B\); 20 USCA § 1232g\(b\)\(1\)\(J\)](#)
  27. [20 USCA § 1232g\(b\)\(2\); TCA 10-7-504\(a\)\(4\)\(A\)](#)
  28. [TCA 37-1-403](#)
  29. [20 USCA § 1232g\(b\)\(3\), \(5\); 20 USCA § 1232g\(b\)\(1\)\(C\)](#)
  30. [20 USCA § 1232g\(b\)\(1\)\(F\)](#)
  31. [20 USCA § 1232g\(b\)\(1\)\(H\)](#)
  32. [20 USCA § 1232g\(b\)\(1\)\(G\)](#)
  33. [20 USCA § 1232g\(b\)\(1\)\(B\)](#)
  34. [20 USCA § 1232g\(b\)\(1\)\(D\)](#)
  35. [20 USCA § 1232g\(b\)\(1\)\(I\)](#)
  36. [20 USCA § 1232g\(j\)](#)
  37. [20 USCA § 1232g\(b\)\(1\)\(L\)](#)
  38. [20 USCA § 1232g\(b\)\(1\)\(K\)](#)
  39. [20 USCA § 1232g\(b\)\(1\)\(E\)](#)
  40. [34 CFR § 99.30; 20 USCA § 1232g\(b\)\(2\)\(A\)](#)
  41. [34 CFR § 99.32\(a\)](#)
  42. [34 CFR §§ 99.3, 99.5; TCA 49-1-704](#)
- Testing Programs 4.700  
Attendance 6.200  
Withdrawals 6.207  
Child Custody/Parental Access 6.209  
Bus Safety and Conduct 6.308  
Corporal Punishment 6.314  
Disciplinary Hearing Authority 6.317  
Admission of Suspended/Expelled Students 6.318  
Acquired Immune Deficiency Syndrome 6.404  
Reporting Child Abuse 6.409  
Media Access to Students 6.604

## Agreement to Administer the School Nutrition Program(s) for Local Education Agencies/ SFAs School Year 2025-26

My signature below indicates that I understand and agree to all the terms and conditions contained in the 2025-26 Agreement and Free and Reduced-Price Policy Statement to operate the School Nutrition Program(s) and will ensure all school personnel abide by the provisions set forth in the Agreement and Policy Statement.

ELIZABETHTON CITY SCHOOLS

[Name of SFA]

101

[SFA Agr #]

System UEI Number: MP87VN3EF127

Indirect Cost Rate: 17.37

**On behalf of the School Food Authority:**

Director of Schools:

Richard VanHuss

[Print]

[Signature]

[Date]

School Nutrition Program Administrator:

Regina Isaacs

[Print]

Regina Isaacs  
[Signature]

6/16/25  
[Date]

**On behalf of the Tennessee Department of Education:**

State Director, School Nutrition Program:

Joshua Nunnally

[Print]

[Signature]

[Date]

**NOTE: This signature page must be provided in conjunction with the electronic renewal of the agreement between the SFA and the Tennessee Department of Education, to administer the School Nutrition Program(s). After completing the automated Agreement renewal process, reviewing the Agreement and the Policy Statement, please sign in blue ink or utilize an electronic signature and upload to the application packet in the Tennessee: Meals, Accounting, and Claiming (TMAC) system.**

## Local Agriculture Products Compliance Plan School Year 2025-26

T.C.A § 49-6-2303-6

ELIZABETHTON CITY SCHOOLS

[Name of SFA]

101

[SFA Agr #]

I/we certify to the Tennessee Commissioner of Education that the School Nutrition Program was implemented according to this plan for compliance and that we will make efforts to:

- Make available to our school nutrition program local agriculture products, freshness, and transportation cost to be considered
- Allow flexible bidding process to assist farmers to bid competitively on portions of a given bid, rather than the entire bid
- Require that all food provided for public school use meet or exceed food safety standards for commercial food operations

Each local school board shall submit this plan for compliance 60 days prior to the beginning of the school year. In the subsequent school year, each local school board shall submit modifications to this plan 60 days prior to the beginning of the school year.

### On behalf of the School Food Authority:

Director of Schools:

Richard VanHuss

[Print]

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Date]

School Board Chairperson:

Eddie Pless

[Print]

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Date]

**NOTE: This signature page must be provided in conjunction with the electronic renewal of the agreement between the SFA and the Tennessee Department of Education, to administer the School Nutrition Program(s). After reviewing the Local Agriculture Products Compliance Plan, please sign in blue ink or utilize an electronic signature and upload to the application packet in the Tennessee: Meals, Accounting, and Claiming (TMAC) system.**



## Debarment Certification and SFA Agreement School Year 2025-26

**This document is part of the SFA and SA Agreement to administer the School Nutrition Programs. Complete the USDA certification below to verify that the subrecipient is not excluded or disqualified in accordance with 2 C.F.R. § 180.300.**

**Please complete the attached USDA certification form as part of the agreement package.**



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary  
 Exclusion Lower Tier Covered Transactions**

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or*

*(Read instructions on page two before completing certification.)*

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

<b>ORGANIZATION NAME</b> Elizabethton City Schools	<b>PR/AWARD NUMBER OR PROJECT NAME</b> SCHOOL NUTRITION PROGRAM
<b>NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)</b> Richard VanHuss Director of Schools	
<b>SIGNATURE</b>	<b>DATE</b>

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.

### **Instructions for Certification**

- (1) By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## **School Year 2025-26 Agreement to Administer the School Nutrition Program(s)**

School Breakfast Program- Child Nutrition Grant (CFDA 10.553)  
National School Lunch Program- Child Nutrition Grant (CFDA 10.555)  
Seamless Summer Option- Child Nutrition Grant (CFDA 10.555)  
Afterschool Snack Program- Child Nutrition Grant (CFDA 10.555)  
Special Milk Program- Child Nutrition Grant (CFDA 10.556)

This Agreement ("Agreement") exists to achieve the purposes of: (1) the Richard B. Russell National School Lunch Act, as amended (42 U.S.C. §§ 1751-1760) and regulations governing the National School Lunch Program (7 C.F.R. Parts 210 and 245) and (2) the Child Nutrition Act of 1966, as amended (7 U.S.C. §§ 1771-1985), and regulations governing the School Breakfast Program (7 C.F.R. Parts 220 and 245) and (3) the Special Milk Program for Children (7 C.F.R. Part 215); (4) Public Law 105-336 authorizing reimbursement for snacks, (5) Public Law 85-478, as amended authorizing the Seamless Summer Option (formerly known as the Seamless Summer Food Service Program; (6) Public Law 108-265 to amend the National School Lunch Act and Child Nutrition Act of 1966 to provide children with increased access to food and nutrition assistance, to simplify program operations and improve program management; (7) Public Law 111-296 the Healthy, Hunger Free Kids Act of 2010; (8) 2 C.F.R. Part 225 (formerly Office of Management and Budget (OMB) Circular A-87) which stipulates allowable and unallowable expenses in the non-profit School Nutrition Program; (9) Tennessee Code Annotated (T.C.A.) Title 49, Chapter 6, Part 23 governing the operation of the School Nutrition Programs within the state of Tennessee; and (10) State Board of Education rules, regulations, and minimum standards for the operation of the public school system, Chapter 0520-01-06 governing the operation of the School Nutrition Programs within the State of Tennessee.

The Tennessee Department of Education, hereinafter referred to as the "State Agency (SA)," and the School Food Authority (SFA), listed below, hereinafter referred to as the "SFA" agree to comply with the conditions of this Agreement which are based on public laws, regulations, statutes, policies, procedures and best practices that govern the School Nutrition Programs to be operated by the SFA.

**The State Agency (SA)**

- a. Agrees that to the extent of funds available, it shall reimburse the SFA in connection with meals, snacks and milk served to children in the indicated program(s) in schools, institutions or sites included in the Agreement and/or amended Agreement during the effective period of this Agreement; agrees that during any fiscal year, the amount of reimbursement paid to the SFA for meals and snacks served to children in each school, institution or site shall not exceed the amount equal to the number of meals or snacks by types (free, reduced, paid), served to children, multiplied by the assigned rates;
- b. Agrees that it will supply, in writing or electronically, to the SFA's School Nutrition Program Administrator, all changes, additions, and deletions to federal and state regulations and policies of the Tennessee Department of Education and State Board of Education that govern the operation of the programs;
- c. Will operate in accordance with U.S. Department of Agriculture policy, which prohibits discrimination on the basis of race, color, national origin, sex, age, or disability;
- d. Reserves the right to disallow any claim for reimbursement, to withhold School Nutrition funds and/or to recover any School Nutrition funds which are used in a manner that is not in accordance with federal and state laws and regulations or the terms of this Agreement; and
- e. Shall execute this Agreement.

**The School Food Authority (SFA)**

- a. Application. An official of an SFA shall make a written application to the State Agency (SA) for any school in which it desires to operate the Program. Applications shall provide the State Agency (SA) with sufficient information to determine eligibility. The SFA shall also submit for approval a Free and Reduced-Price Policy Statement in accordance with 7 C.F.R. Part 245.
- b. Agreement. The Parties establish this Agreement, as each SFA approved to participate in the program is required under 7 C.F.R. § 210.9 to enter into a written agreement with the State Agency (SA) that may be amended as necessary. Nothing in the preceding sentence shall be construed to limit the ability of the State Agency (SA) to suspend or terminate this Agreement in accordance with 7 C.F.R. § 210.25. The SFA and participating schools under its jurisdiction shall comply with all provisions of 7 C.F.R. Parts 210, 215, 220, and 245. This Agreement shall provide that each SFA shall, with respect to participating schools under its jurisdiction:
  1. Maintain a nonprofit school nutrition program and observe the requirements for and limitations on the use of nonprofit school nutrition program revenues set forth in 7 C.F.R. § 210.14 and limitations on any competitive school food service as set forth in 7 C.F.R. § 210.11 and Tenn. Code Ann. § 49-6-2307;
  2. Limit its net cash resources in the School Nutrition Program to an amount that does not exceed three (3) months average expenditures for its nonprofit School Nutrition Program or

such other amount as may be approved by the SA in accordance with 7 C.F.R. § 210.19 (a); agrees that indirect costs may be recovered from the School Nutrition Program only from a reserve fund that exceeds three (3) months' operating expenses as outlined in Tenn. Code Ann. § 49-6-2305 Reserve Fund;

3. Maintain a system of financial accounting as prescribed under 7 C.F.R. §§ 210.14, 220.13 and 225;
4. Comply with uniform administrative requirements, cost principles, and audit requirements of federal awards in 2 C.F.R. Part 2200 as applicable;
5. Serve meals, during meal periods, which meet the requirements for food components and dietary standards as prescribed in 7 C.F.R. §§ 210.10 and 220.8;
6. Price meals as a unit;
7. Serve meals free or at a reduced price to all children who are determined by the local educational agency to be eligible for such meals under 7 C.F.R. Part 245;
8. Comply with the requirements of Provision 2, the Community Eligibility Provision, and reimbursement alternatives if applicable;
9. Claim reimbursement at the assigned rates only for reimbursable free, reduced price, and paid meals served to eligible children in accordance with 7 C.F.R. Parts 210 and 220. Agree that the SFA official who electronically signs the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy as specified in 7 C.F.R. §§ 210.8 and 220.9 governing claims for reimbursement. Acknowledge that failure to submit accurate claims will result in the withholding of payments, suspension, or termination of the program as specified in 7 C.F.R. regulations. Acknowledge that if failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity the penalty specified in 7 C.F.R. §§ 210.26 and 220.19 shall apply;
10. Count the number of free, reduced-priced, and paid reimbursable meals served to eligible children at the point of service, or through another counting system if approved by the State Agency (SA);
11. Submit claims for reimbursement in accordance with 7 C.F.R. §§ 210.8 and 220.11;
12. Comply with the requirements of the United States Department of Agriculture regulations regarding nondiscrimination (7 C.F.R. Parts 15, 15a, 15b);
13. Not discriminate against any child because of his or her eligibility for free or reduced-price meals in accordance with the approved Free and Reduced-Price Policy Statement;

The program applicant hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d, et seq.);

- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. §§ 6101, et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. §§ 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency. (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 C.F.R. Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 C.F.R. Parts 35, 42, and 50.3);
- ix. Food and Nutrition Services (FNS) directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement; and
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the



Program applicant.

14. Enter into an agreement with the United States Department of Agriculture to receive donated foods as required by 7 C.F.R. Part 250;
15. Maintain, in the storage, preparation, and service of food, proper sanitation and health standards in conformance with all applicable state and local laws and regulations, and comply with the food safety requirements of 7 C.F.R. §§ 210.13 and 220.13;
16. Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by the United States Department of Agriculture;
17. Maintain necessary facilities for storing, preparing, and serving food;
18. Upon request, make all accounts and records pertaining to its school food service available to the State Agency (SA) and to FNS, for audit or review, at a reasonable time and place. Such records shall be retained for a period of three years after the date of the final Claim for Reimbursement for the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for resolution of the issues raised by the audit;
19. Maintain files of currently approved and denied free and reduced-price applications, which must be readily retrievable by school;
20. Maintain files of the names of children currently approved for free meals through direct certification with the supporting documentation, as specified in 7 C.F.R. § 245.6(b)(5), which must be readily retrievable by school. Documentation for direct certification must include information obtained directly from the appropriate state or local agency, or other appropriate individual, as specified by FNS, that:
  - i. A child in the Family, as defined in 7 C.F.R § 245.2, is receiving benefits from SNAP, FDPIR, or TANF, as defined in § 245.2 of this chapter; if one child is receiving such benefits, all children in that family are considered to be directly certified;
  - ii. The child is a homeless child as defined in 7 C.F.R § 245.2;
  - iii. The child is a runaway child as defined in 7 C.F.R § 245.2;
  - iv. The child is a migrant child as defined in 7 C.F.R § 245.2; or
  - v. The child is a Head Start child as defined in 7 C.F.R § 245.2.

21. Retain the individual applications for free and reduced-price meals and meal supplements submitted by families for a period of three (3) years after the end of the fiscal year to which they pertain or as otherwise specified under paragraph (b)(17) of 7 C.F.R. § 210.9; and
  22. No later than December 31 of each year, provide the State Agency (SA) with a list of all elementary schools under its jurisdiction in which 50 percent or more of enrolled children have been determined eligible for free or reduced-price meals as of the last operating day the preceding October. In addition, each SFA shall provide, when available for the schools under its jurisdiction, and upon the request of a sponsoring organization of day care homes of the Child and Adult Care Food Program, information on the boundaries of the attendance areas for the elementary schools identified as having 50 percent or more of enrolled children certified eligible for free or reduced-price meals.
- c. Afterschool care requirements. Those SFAs with eligible schools (as defined in 7 C.F.R. § 210.10(o)(1)) that elect to serve meal supplements during afterschool care programs, shall agree to:
1. Serve meal supplements that meet the minimum requirements prescribed in 7 C.F.R. § 210.10;
  2. Price the meal supplement as a unit;
  3. Serve meal supplements free or at a reduced price to all children who are determined by the SFA to be eligible for free or reduced-price school meals under 7 C.F.R. Part 245;
  4. If charging for meals, the charge for a reduced-price meal supplement shall not exceed 15 cents;
  5. Claim reimbursement at the assigned rates only for meal supplements served in accordance with this Agreement;
  6. Claim reimbursement for no more than one meal supplement per child per day;
  7. Review each afterschool care program two times a year; the first review shall be made during the first four weeks that the school is in operation each school year, except that an afterschool care program operating year-round shall be reviewed during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter;
  8. Agree to provide organized, regularly scheduled activities in a structured and supervised environment, including an educational or enrichment activity; and
  9. Comply with all requirements of 7 C.F.R. Part 210, except that claims for reimbursement need not be based on "point of service" meal supplement counts (as required by 7 C.F.R. § 210.9(b)(9)).
- d. Seamless Summer Option (SSO). Those SFAs with eligible schools that elect to serve meals and



meal supplements with the seamless summer option, shall agree to:

1. Feed children in low-income areas during the summer months (or during extended breaks of a year-round school schedule). The National School Lunch Act at 42 USC § 1761(a)(8) allows public and non-profit School Food Authorities/Local Educational Agency (SFA/LEA) participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to operate the Seamless Summer Option. The SFA/LEA will follow requirements, where applicable, in the NSLP and SBP regulations at 7 C.F.R. Parts 210, 220, and 225 for this option;
2. Apply with the location and description of the option site, percentage of Free/Reduced-price meals, type of site, and method of advertisement;
3. Adhere to the special provisions of the Seamless Summer Option, which are described in the following sections (4-23);
4. Demonstrate financial and administrative capability for Program operations and accept final financial and administrative responsibility for total Program operations at all sites;
5. Follow SSO policy (established in the body of regulations, instructions, handbooks, and other written guidance) to choose SSO sites;
6. Restricted Open Site is an open site initially (open to all children through age 18 in the community), but later restricted by the district for security, safety or control reasons;
7. Closed enrolled a site of which is open to only enrolled children, as opposed to the community at large, which at least 50 percent of enrolled children at the site are eligible for free or reduced-price school meals under National School Lunch Program and School Breakfast Program, as determined by approval of application in accordance with 7 C.F.R. 225.15(f), or on the basis of documentation the site meets the definition of "Areas in which poor economic conditions exist, referred to as area eligible;"
8. The SFA will not claim any meals under the seamless option at any site without receiving prior approval from the State Agency (SA);
9. All persons meeting the definition of Children in the Summer Food Service Program (SFSP) federal regulations at 7 C.F.R. § 225.2 are eligible to participate. This includes all persons in the community who are 18 years of age and under and (as defined at 7 C.F.R. § 225.2) those persons over age 18 who meet the State Agency (SA) definition of mentally or physically disabled persons;
10. The SFA/LEA will follow NSLP meal service requirements for lunch or snacks (7 C.F.R. § 210.10) and SBP meal service requirements (7 C.F.R. § 220.8) for breakfast. With State Agency (SA) approval, the SFA/LEA may serve a supper meal, using applicable NSLP meal service requirements for lunches;
11. Meals will be counted at the point of service;

12. Second meals are not reimbursable and may not be claimed;
  13. Production and menu records will be maintained that show compliance with meal requirements;
  14. The designated lunch period will be between the hours of 10 a.m. and 2 p.m., unless otherwise exempted by FNS (such as supper service that would not occur during these hours);
  15. The SFA/LEA may allow "offer versus serve" meals at SSO sites;
  16. Off-site consumption of meals shall not be allowed, except as part of an authorized scheduled event, such as a planned field trip, or if the site is approved to operate non-congregate operating in rural areas;
  17. The number and types of meals will comply with SFSP requirements at 7 C.F.R. § 225.16(b), as described below in sections # 18-23;
  18. All sites except camps or migrant sites: With State Agency (SA) approval, the SFA/LEA may serve up to two meals at all sites. Meal service may include breakfast, lunch, snack, or supper. The SFA/LEA may not claim both lunch and supper meals at the same site on the same day;
  19. There will be no charge for meals served to eligible participants;
  20. Meals at all approved SSO sites, except camps, will be served free to all children in accordance with 7 C.F.R. § 225.6(e)(4) of the SFSP regulations;
  21. The SFA/LEA may claim meals at the "free" rates prescribed by USDA for the NSLP (including snacks) and the SBP. Supper meals, if permitted by the State Agency (SA), may be claimed at the free rate for NSLP lunches. All lunches and suppers served under this amendment will receive the standard commodity support rate available for the NSLP. SSO sites that qualify for the severe needed breakfast rate will continue to receive this differential;
  22. On the monthly claim filed with the State Agency (SA), the SFA/LEA must identify meals served at SSO sites separately from other NSLP or SBP meals served at other sites; and
  23. The SFA/LEA will review the meal counting, claiming, and meal pattern compliance within the three (3) weeks of starting operations for all sites that are newly approved to operate the Seamless Summer Feeding Option or that are operated by non-SFA/LEA personnel.
- e. The Fresh Fruit and Vegetable Program (FFVP) allows selected schools to receive reimbursement for the cost of making free fresh fruits and vegetables available to students during the school day. The following conditions must be met:
1. These fresh fruits and vegetables must be provided separately from the lunch or breakfast meal, in one or more areas of the school during the official school day;
  2. All schools that participate in the FFVP are required to widely publicize within the school the availability of free fresh fruits and vegetables;



3. Schools with the highest free and reduced-price enrollment will be selected;
4. Yearly training with any updates shall be available to all FFVP schools;
5. Selected schools must meet the following criteria: be an elementary school, represent the highest percentage of students certified for free and reduced-price benefits, participate in the NSLP, complete an annual application and/or update for the FFVP;
6. A per-student allocation of \$50-\$75 per year will be made;
7. Provide a serving of fruit or vegetable only to teachers who are directly responsible for serving the fruit or vegetable;
8. Submit a monthly claim for reimbursement;
9. May use no more than ten (10) percent of your school's total grant for administrative costs; and
10. Receive reimbursement for the costs of purchasing, preparing, and serving fresh fruits and vegetables to children in your schools.

**The SA and the SFA mutually agree that:**

- a. Schools or sites may be added or deleted by amending this Agreement as the need arises and references herein to schools or sites within the SFA shall be deemed to include all schools or sites as added through the Site Application.
- b. Both shall cooperate with USDA officials and contractors conducting evaluations and research in the School Nutrition Programs.
- c. For the purpose of this Agreement, the following terms will mean respectively:
  1. *Adult*: means a person who is (1) a staff member or employee of a school, including all faculty, supervisory and other personnel and (2) not under twenty-one (21) chronological years of age in non-profit Residential Child Care Institutions (RCCIs) and (3) not a student of high school grade or under as determined by the state education agency in schools as defined in 7 C.F.R. § 210.2;
  2. *Child*: means (a) a student of high school grade or under as determined by the state education agency, who is enrolled in an educational unit of high school grade or under as described in paragraph (a) and (b) of the definition *school* including students who are mentally or physically disabled as defined by the state and who are participating in a school program established for the mentally or physically disabled; or (b) a person under twenty-one (21) chronological years of age who is enrolled in an institution or center as described in paragraph (c) of the definition of school or (c) for purposes of reimbursement for meal supplements served in after school care programs, an individual enrolled in an after school care program operated by an eligible school who is twelve (12) years of age or under or in the case of migrant workers and children with disabilities, not more than eighteen (18) years of age or under;



3. *Meals*: means food served at a school under the indicated programs that meets the applicable nutritional requirements set forth in the regulations and policies; *Meals* include breakfast, lunch, or snack;
  4. *Non-profit School Nutrition Program*: means meal service operated by the SFA for the benefit of children, all the income from which is used solely for the operation or improvement of such meal service and for no other purpose;
  5. *School*: (a) an educational unit of high school grade or under, recognized as part of the educational system in the state and operating under public or non-profit private ownership in a single building or complex of buildings; (b) any public or non-profit private classes of pre-primary grade when they are conducted in the aforementioned schools; or (c) any public or non-profit, private residential child care institution, or distinct part of such institution, which operates principally for the care of children, and, if private, is licensed to provide residential child care services under the appropriate licensing code by the state or a subordinate level of the government, with the exception of residential summer camps, which participate in the Summer Food Service Program for Children, Job-corps Centers funded by the Department of Labor, and private foster homes; the term "Residential Child Care Institution" includes, but is not limited to: homes for the mentally, emotionally, or physically impaired, and unmarried mothers and their infants; group homes; half-way houses; orphanages; temporary shelters for abused children and for runaway children; long term care facilities for chronically ill children; and juvenile detention centers; a long term care facility is a hospital, skilled nursing facility, intermediate care facility, or distinct part thereof, which is intended for the care of children confined for thirty (30) days or more; and
  6. *School food authority* means the governing body responsible for the administration of one or more schools, institutions, or sites, and that has the legal authority to operate the NSLP, the SBP, the SMP, the SSO and/or the ASSP therein.
- d. This Agreement is effective for the programs as approved in the electronic application for the period commencing July 1 and ending the following June 30; the Agreement will be permanent for each school year thereafter unless legislation changes and new requirements are added and/or deleted. This must be signed by the Director of Schools and maintained at the SFA level. Approval in the Tennessee: Meals, Accounting, and Claiming (TMAC) system will be made as soon as SFAs submit the appropriate information through the TMAC system.
  - e. The SFA/LEA shall comply with all requirements of 7 C.F.R. § 245.6(f) when disclosing students' free and reduced-price eligibility status without parental consent. This includes the requirement that SFAs/LEAs may only disclose such information to persons determined to be "directly connected" with the administration or enforcement of a federal education program, state education program, state health program, or a means-tested nutrition program, as well as to persons directly connected with the Comptroller General Office or law enforcement for an authorized activity. Eligibility information shall not be made generally available to all school officials. Only individuals with a legitimate "need to know" to provide a service or carry out an authorized activity may access or use eligibility information. Teachers, guidance counselors, principals, or other school officials who are not helping under the appropriate statutory or regulatory requirements

cannot have access to eligibility information. The SFA/LEA is responsible for determining whether it is legally permissible and appropriate for an individual to have access to and/or disclose students' free and reduced-price eligibility information.

- f. State agencies, SFAs/LEAs, and schools must also ensure data systems, records, and other means of accessing a student's eligibility status are limited to officials directly connected with administration or enforcement of federal or state program or activity. Online data systems shall have a masking or de-identification capability to prevent unauthorized access to free and reduced-price eligibility status.
- g. The State Agency (SA) may withhold Federal School Nutrition funds from the SFA when there is evidence of material non-compliance with the terms and conditions of this Agreement; the State Agency (SA) may also withhold Federal School Nutrition funds for failure of the SFA to take corrective action within sixty (60) days of notification of non-compliance as a result of a USDA mandated review, an Additional Administrative Review (AAR) or Technical Assistance (TA) Review; the State Agency (SA) may terminate this Agreement with the SFA immediately upon receipt of evidence that the terms and conditions of this Agreement or any of the regulations specified herein have not been fully complied with the SFA; any termination of the Agreement by the State Agency (SA) shall be in accordance with applicable laws and regulations.
- h. The terms of this Agreement shall not be modified or changed in any way other than by written amendment, agreed to in writing by both parties hereto.

## Policy Statement for Providing Free and Reduced Price Meals to Students

This document is part of the Agreement between the SFA and the SA to administer the School Nutrition Programs.

The SFA accepts responsibility for providing **free and reduced-price meals and/or free milk and afterschool snacks** to eligible children in the schools under its jurisdiction.

The SFA assures the Tennessee Department of Education that the school district will uniformly implement the following policies to administer the program(s) in schools under its jurisdiction. In fulfilling these responsibilities, the SFA agrees to the following provisions:

- A. Serve meals free to children from households whose income is at or below the free meal eligibility scale listed in the current income eligibility guidelines, or whose participation in SNAP (formerly Food Stamp Program) or Families First also called Temporary Assistance for Needy Families (TANF) or the Food Distribution Program on Indian Reservations (FDPIR) qualifies them for direct certification for free meals, or whose migrant, homeless, runaway or foster child status or other federally-approved status as described in a policy memorandum issued by the United States Department of Agriculture, entitles them for categorical eligibility for free meals;
- B. Serve meals at a reduced price to children from households whose income is at or below the reduced-price meal eligibility scale listed in the current income eligibility guidelines and/or use other available resources for the student co-pay for reduced price breakfast meals (\$ .30 per meal) or paid meals to serve breakfast meals at no charge to students who are eligible for reduced price meals or paid meals;
- C. Set reduced price charges for lunch and breakfast at or below the maximum reduced price allowed by regulations and below the full price of the lunch or breakfast. Reduced price charges for lunch shall be set at \$ .40 or less, reduced price breakfast shall be served free of charge to qualifying students using the state allocation provided under Session Law 21-345 or at \$ .30 or less and reduced-price snacks shall be served at \$ .15 or less;
- D. Ensure food is not used as a means of rewarding or punishing students for any purpose;
- E. Ensure no physical segregation of, nor any other discrimination against, any child because of his/her inability to pay the full price. The names of children eligible to receive free or reduced-price meals shall not be distributed, published, posted, or announced in any manner, and there shall be no overt identification of any such children by use of special tokens, tickets, identification numbers or any other means. Further assurance is given that children eligible for free or reduced-price meals shall not be required to:
  1. Work for their meals;

2. Use separate dining room areas;
  3. Go through a separate serving line;
  4. Enter the dining room through a separate entrance;
  5. Eat meals at a different time; or
  6. Eat a meal different from the one sold to children paying the full price.
- F. Operate the School Nutrition Programs so that no child shall be discriminated against on the basis of race, color, national origin, sex, age, or disability.
- G. Authorize the School Nutrition Administrator/Designee to serve as the Determining Official for the LEA; the Determining Official shall determine student's meal eligibility status based on the current school year NSLP income eligibility guidelines, which are updated annually. This official agrees that information on the application will be used to determine the child's eligibility for only those benefits designated by the parent/guardian. The determining official is also authorized to make decisions about extending school meal benefits to students residing in households where other students are directly certified for free meals and who are subsequently eligible to receive them based USDA guidance. (Note: The Determining Official may not serve as the Hearing Official. See Item K.)
- H. Develop and make available to each child's parent or guardian, a letter as outlined herein, including a household application for free or reduced-price meals, at the beginning of each school year. The school system must develop a procedure and keep it on file for disseminating applications (school packets, email, website, or combination, etc.). This procedure must define if applications will be paper or electronic and how they will be returned. Parents will be responsible for completing a household application and returning it to the school or Board of Education for review. Such applications and documentation of action taken will be maintained for three (3) years after the end of the school year to which they pertain. Applications are effective for one year. Any parent enrolling a child in a school for the first time, at any time during the year, shall be provided with an application for meal benefits. If a child transfers from one school to another under the jurisdiction of the LEA, his eligibility for free or reduced-price meals will be transferred to, and honored by, the receiving school. Parents or guardians will be notified within ten (10) working days of the acceptance or denial of their applications. Children will be served meals immediately upon the submission of a complete application; children whose applications are approved for free meal benefits shall not incur charges during the application processing period.

Use data from the State Agency's Direct Certification Technology System to issue meal benefits to students who are directly certified for free meals and to notify the students' households of free meal benefits and allow the household the opportunity to decline free meal benefits should they choose to do so.

Public Law 111-296 allows certification of a foster child for free meals, without application, if the local educational agency or other child nutrition program institution obtains documentation from an

appropriate state or local agency indicating the status of the child as a foster child whose care and placement is the responsibility of the state or that the foster child has been placed with a caretaker household by a court. The foster child is categorically eligible and may be certified without an application. Households with foster and non-foster children may choose to include the foster child as a household member, as well as any personal income earned by the foster child, on the same household application that includes their non-foster children. This will streamline the application process and may help the foster family's non-foster children qualify for free or reduced-price meals based on household size and income.

In processing the application, the LEA would certify the foster child for free meals and then make an eligibility determination for the remainder of the household based on the household's income (including personal income earned by the foster child) or other categorical eligibility information reported on the application. Foster payments received by the family from the placing agency are not considered income and do not need to be reported. The presence of a foster child in the household does not convey eligibility for free meals to all children in the household in the same manner as FNS, Temporary Assistance for Needy Families (TANF), Food Distribution Program.

When an application is denied, parents or guardians will be provided written notification in a language that parents and guardians can understand, to the extent practicable, which shall include the following:

1. Reason for the denial of benefits, (for example: income in excess of allowable limits or incomplete application).
  2. Notification of the right to appeal the denial of benefits.
  3. Specific instructions on how to appeal.
  4. Statement reminding parents that they may reapply for free and reduced-price benefits at any time during the school year. (Note: The reasons for ineligibility shall be properly documented and retained on file at the LEA level.)
- I. Select and verify by November 15 the eligibility of a sample of the approved free and reduced-price applications on file as of October 1. The SFA further agrees to maintain the following records relative to verification for a period of three (3) years:
1. Total number of applications on file as of October 1st.
  2. Documentation of the sample selection.
  3. Summary of all verification activities and outcomes.
- J. Conduct a second-party review of applications to ensure the applications are complete and benefits are accurately issued if a computerized system is not used.
- K. Identify individuals within the district who are authorized to serve as liaisons in the following areas:



- Migrant
- Homeless/Runaway
- HeadStart
- EvenStart
- FosterChild

These liaisons will be authorized to provide official, accurate information to the SFA's determining official for the purpose of determining categorical eligibility for students who meet pre-established criteria.

- L. Designate a Hearing Official to establish and use a fair hearing procedure under which:
1. A household can appeal against a decision made on the original application.
  2. A household can appeal an adverse action made because of verification of an application.
  3. The SFA can challenge the continued eligibility of any child. During the appeal and hearing, the child who was determined to be eligible based on the application submitted will continue to receive free or reduced-price meals or free milk.

The Hearing Official must be someone not involved in the original eligibility determination. It is suggested that the Hearing Official hold a position at a higher administrative level than that of the Determining Official.

#### **Hearing Procedure**

Prior to initiating the hearing procedure, the school official, the parent(s) or the guardian may request a conference to provide an opportunity for the parent(s)/guardian(s) and school official(s) to discuss the situation, present information, obtain an explanation of data submitted in the application and the decisions rendered. Such a conference shall not in any way prejudice nor diminish the right to a fair hearing.

The designated hearing official shall ensure that the hearing procedure provides the following for both the household and the LEA:

1. A publicly-announced, simple method for making an oral or written request for a hearing;
2. An opportunity to be assisted or represented by an attorney or other person;
3. An opportunity to examine, prior to and during the hearing, the documents, and records presented to support the decision under appeal;
4. Reasonable promptness and convenience in scheduling a hearing and adequate notice as to its time and place;

5. An opportunity to present oral or documentary evidence and arguments supporting a position without undue interference;
  6. An opportunity to question or refute any testimony or other evidence and to confront and cross-examine any adverse witness(s);
  7. That the hearing will be conducted, and the decision will be made by an official who did not participate in the decision under appeal (or any previous conference);
  8. That the decision of the hearing official will be based on the oral and documentary evidence presented at the hearing and entered into the hearing record;
  9. That the parties concerned, and any designated representative thereof be notified in writing of the decision;
  10. That for each hearing, a written record be prepared, including the decision under appeal, any documentary evidence and a summary of any oral testimony presented at the hearing, the decision of the hearing official and the reasons therefore, and a copy of the notification to the parties concerned of the hearing official's decision; and
  11. That such written record must be retained for a period of three (3) years after the close of the school year to which it pertains; these records must be made available for examination by the parties concerned or their designees at any reasonable time and place during such period.
- M. Submit a public/press release annually to notify the public of the process for applying for free and reduced-price meal benefits or maintain a copy of the press release from the state, which is issued statewide. At such time during the course of the year the LEA is informed of major employers contemplating or experiencing large layoffs, or other conditions that would result in loss of income to households, the LEA will provide specific information about applying for free or reduced-price school meal benefits to employees whose children may be enrolled in the LEA. In addition, the LEA agrees to provide such a public release whenever there is a change in eligibility criteria, unless specifically exempted from doing so.
- N. Establish a written procedure to collect money from children who pay for their meals and milk and to account for the number of free, reduced-price, and full-price and alternate meals served. The procedure described will be used so that no other child in the school will be aware of such a procedure or the identity of the children receiving free or reduced-price meals or free milk.
- O. Submit to the Tennessee Department of Education, School Nutrition Program, Andrew Johnson Tower, 710 James Robertson Parkway, Nashville, TN 37243-0389, or email to [School.Nutrition@tn.gov](mailto:School.Nutrition@tn.gov) any revisions to the administrative procedures outlined in this policy statement before implementation. Such changes will be effective only upon approval by the department. All changes in eligibility criteria must be publicly announced in the same manner used at the beginning of the school year.

# 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:

See attached  
list

INVENTORY  
TAG NUMBER:

|| ||

METHOD OF  
SALE/DISPOSAL:

trash

SCHOOL/BUILDING  
WHERE ITEM IS  
HOUSED

ETS

SALE/DISPOSAL  
AUTHORIZED BY:

*Small D*  
Principal

DATE: 6-25-25

AUTHORIZED BY:

Director of Schools

DATE: \_\_\_\_\_

AUTHORIZED BY:

Board Chairman

DATE: \_\_\_\_\_



~~add~~  
~~desk or~~  
~~etc~~  
~~long narrow~~  
~~table~~

B-Hall Breezeway

- broken black tables no tag
- desk chair no tag
- 24 broken desks 2502
- 2528
- 2522
- 2501
- 2515
- 2524
- 2512
- 2547
- 2519
- 2510, etc.
- broken black table tops no tag

Commons Area

- Noracopy copier K9499
- desk chair no tag
- 2 black top tables no tag
- 10 red leather chairs no tags
- large wooden tables no tags
- small wooden chest of drawers no tags
- 2 hole punch no tag

CTE

- Teacher desk no tag
- long maroon table no tag

# ELIZABETHTON CITY SCHOOLS

## REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

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ITEM: Student Chair (1)  
- broken  
\_\_\_\_\_  
\_\_\_\_\_

INVENTORY TAG NUMBER: 5822

METHOD OF SALE/DISPOSAL: trash

SCHOOL/BUILDING WHERE ITEM IS HOUSED ESE

SALE/DISPOSAL AUTHORIZED BY:  DATE: 5/23/25  
Principal

AUTHORIZED BY:  DATE: 6/23/25  
Director of Schools

AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Board Chairman

# ELIZABETHTON CITY SCHOOLS

## REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

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ITEM: Teacher Desk  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INVENTORY TAG NUMBER: 06620

METHOD OF SALE/DISPOSAL: Trash or Give away

SCHOOL/BUILDING WHERE ITEM IS HOUSED K. Harbin Classroom 18A

SALE/DISPOSAL AUTHORIZED BY: *[Signature]* DATE: 6/12/23  
Principal

AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Director of Schools

AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Board Chairman

# ELIZABETHTON CITY SCHOOLS

## REQUEST FOR PROPERTY / EQUIPMENT

### SALE / DISPOSAL

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

TAG# ECS#12292 (was bought in 2021 for Joey Trent  
Dell serial 1h42y93

ITEMS dell laptop that's broken/dead

METHOD OF  
SALE/DISPOSAL: E-WASTE RECYCLE

SALE/DISPOSAL

AUTHORIZED BY: \_\_\_\_\_



Principal

DATE: 6-17-25

AUTHORIZED BY: \_\_\_\_\_

Director of Schools

DATE: \_\_\_\_\_

AUTHORIZED BY: \_\_\_\_\_

Board Chairman

DATE: \_\_\_\_\_



## A Hall breezeway

- wooden bench no tag
- 2 broken office chairs no tags
- 2 wooden cabinets no tag
- countertop no tag
- wooden chair no tag
- 8 chairs no tags
- filing cabinets no tags
- small desk 03176
- folding chair (metal) no tag
- 2 small tables no tags
- 6 misc. boxes of trash
- 2 camcorder
- tripod screen
- rolling box cart no tag
- wooden chair 05674
- wooden chair 08631
- office chair

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## Courtyard

- office chair no tag
- class chair no tag
- small cabinet 24297S
- office chair no tag
- office chair
- 3 rolling chairs
- 3 chairs
- 15 plastic chairs
- gray bookshelf
- 2 medium tables (gray & white)
- 2 small desks
- brown desk/table 4557

# CTE

- 2 blue chairs no tag
- orange chair no tag
- red classroom chair 08170
- cyclone table no tag
- large wooden table no tag
- office chair no tag
- red leather chairs (3) no tags
- office chair no tag
- blue desk no tag
- black side desk attachment no tag
- old wooden desk no tag
- blue office chairs (2) no tags
- computer desk no tag
- filing cabinets 04800
- bookshelf 08811
- filing cabinet 04922
- 4-drawer filing cabinets (2) no tags
- metal cabinet - black no tag
- student desk

# ELIZABETHTON CITY SCHOOLS

## REQUEST FOR PROPERTY / EQUIPMENT / SALE / DISPOSAL

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

ITEM: Panasonic  
Workio 1520 Copier  
\_\_\_\_\_  
\_\_\_\_\_

INVENTORY TAG NUMBER: 1958  
\_\_\_\_\_

METHOD OF SALE/DISPOSAL: Recycle / Trash  
\_\_\_\_\_

SCHOOL/BUILDING WHERE ITEM IS HOUSED Central Office / Business Office  
\_\_\_\_\_

SALE/DISPOSAL AUTHORIZED BY: Beth Wilson DATE: 7/8/25  
Principal

AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Director of Schools

AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Board Chairman

# ELIZABETHTON CITY SCHOOLS

## REQUEST FOR PROPERTY / EQUIPMENT / SALE / DISPOSAL

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ITEM: Panasonic  
Workio 1520 Copier  
\_\_\_\_\_  
\_\_\_\_\_

INVENTORY TAG NUMBER: 1958

METHOD OF SALE/DISPOSAL: Recycle / Trash

SCHOOL/BUILDING WHERE ITEM IS HOUSED: Central Office / Business Office

SALE/DISPOSAL AUTHORIZED BY: Beth Wilson DATE: 7/8/25  
Principal

AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Director of Schools

AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Board Chairman

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in November</b>	Descriptor Term: <b>Honor Roll, Awards, &amp; Class Ranking</b>	Descriptor Code: <b>4.602</b>	Issued Date: <b>09/21/23</b>
		Rescinds: <b>4.602</b>	Issued: <b>08/18/22</b>

1 Students must be enrolled full time at the home base school to be eligible for ranking among the top high  
2 school seniors.

3 All grades earned in grades 9, 10, 11, and the first **semester** ~~three-quarters of grade 12~~ will be counted  
4 toward the grade point average and the rank in class for purposes of recognition.

5  
6 The final grade point average and class rank on transcripts will be calculated after completion of all  
7 coursework.

8 Honor roll students will be determined by standards approved by the Board. Students who meet these  
9 standards, and who do not request otherwise, will have their names submitted to the principal for release  
10 to the news media.

11 Each school department or club which presents honors or awards or conducts contests will file with the  
12 principal the name of the honor, award or contest; the basis for selection of the award and honor; the  
13 method of participation; and the reason for the contest.

14 Beginning with Class of 2024 and subsequent cohorts students will be recognized at graduation utilizing  
15 the Latin System outlined in policy 4.600 Grading System.

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Cross References

Grading System 4.600  
Graduation Requirements 4.605

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in September</b>	Descriptor Term: <b>School District Goals</b>  <b>Proposed</b>	Descriptor Code: <b>1.700</b>	Issued Date: <b>04/15/21</b>
		Rescinds: <b>1.700</b>	Issued: <b>08/24/90</b>

1 The Board shall determine the educational goals of the school district. In discharging that responsibility,  
2 the Board has adopted the following goals:

## 3 INSTRUCTION

- 4 1. To promote a plan for the organized improvement of school curriculum, including the transition  
5 between elementary and secondary schools;
- 6 2. To offer a wide range of career and service opportunities;
- 7 3. To promote an integration of academic, physical, social and emotional growth experiences for  
8 each student; and
- 9 4. To promote the recognition of achievement in all endeavors (i.e., academic, athletic).

## 14 STUDENTS

- 15 1. To structure the instructional program to provide necessary alternatives to meet a variety of  
16 individual needs and aspirations;
- 17 2. To ensure that each student's interests, capacities and objectives are considered in his/her  
18 learning program; and
- 19 3. To help students gain understanding of themselves, as well as skills and techniques in living and  
20 working with others and being responsible citizens.

## 25 PERSONNEL

- 26 1. To promote high quality performance by the staff, including both professional and support  
27 personnel;
- 28 2. To establish acceptable performance standards for all personnel;
- 29

- 1
- 2 ~~3. To set goals for educator diversity that take into consideration the diversity of the student~~
- 3 ~~population;<sup>1</sup>~~
- 4
- 5 4. To provide in-service training and professional growth experiences for teachers and
- 6 administrators; and
- 7
- 8 5. To maintain an evaluation system for the improvement of the instructional system.

9 **OPERATIONS**

- 10 1. To make every effort to secure adequate funding for the educational program in support of the
- 11 stated goals;
- 12
- 13 2. To maintain an adequate system of fiscal and business management;
- 14
- 15 3. To develop plans for the efficient use of school facilities; and
- 16
- 17 4. To ensure appropriate communication between the Director of Schools and the Board
- 18

19 The Board shall annually review these goals and revise them as necessary.

20

21 The Director of Schools is responsible for developing procedures and strategies to implement the

22 goals of the Board.

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Legal References

1. State Board of Education Policy 5.700; TCA  
49-1-302(g)

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Cross References

Role of the Board of Education 1.101  
Board Member Development Opportunities 1.204  
Fiscal Management Goals 2.100  
Business Management Goals 3.100  
Instructional Program 4.100  
Evaluations of Instructional Programs 4.702  
Personnel Goals 5.100  
Student Goals 6.100

June 2, 2025

Mr. Eddie Pless, Chair  
Mr. Richard VanHuss, Director of Schools, and the  
Elizabethton City Schools Board of Education  
804 South Watauga Avenue  
Elizabethton, TN 37643-4207

We are engaged to audit the financial statements of the governmental activities and each major fund of the Elizabethton City Schools, Board of Education (Board) for the fiscal year ended June 30, 2025. Professional standards require that we provide you with the following information related to our audit. We would also appreciate the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process.

***Our Responsibilities under U.S. Generally Accepted Auditing Standards and Government Auditing Standards***

As stated in our engagement letter dated August 30, 2024, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we will consider the Board's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on the internal control over financial reporting. We will also consider internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with the Uniform Guidance.

As part of obtaining reasonable assurance about whether the Board's financial statements are free of material misstatement, we will also perform tests of its compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit. Also, in accordance with the Uniform Guidance, we will examine, on a test basis, evidence about the Board's compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Compliance Supplement applicable to each of its major federal programs for the purpose of expressing an opinion on the Board's compliance with those requirements. While our audit will provide a reasonable basis for our opinion, it will not provide a legal determination on the Board's compliance with those requirements.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to Management's Discussion and Analysis, schedules for pensions and OPEB, which supplements the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

We have been engaged to report on the Schedule of Expenditures of Federal and State Awards, which accompanies the financial statements but is not RSI. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

We have not been engaged to report on Introductory Information, which accompanies the financial statements but is not RSI. Our responsibility with respect to this other information in documents containing the audited financial statements and auditors' report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether this other information is properly stated. This other information will not be audited and we will not express an opinion or provide any assurance on it.

### **Planned Scope, Timing of the Audit, Significant Risks and Other**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the Board and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards. Our audit standards require we communicate significant risks identified in the planning phase and that we design our audit to provide reasonable assurance that the financial statements are free of material misstatement whether caused by error or fraud. Accordingly, we have identified revenue and other inflows, management override of controls and grant funding as significant risks.

We expect to begin our audit in May and June 2025 and issue our report by December 31, 2025. Kevin R. Peters, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the use of the Board of Directors and management of the Elizabethton City Schools, Board of Education and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

*Blackburn, Childers + Steagall, P.C.*

BLACKBURN, CHILDERS & STEAGALL, PLC