

ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION

REGULAR SCHEDULED MEETING

Tuesday, July 14, 2026, @ 5:30 PM

Board Members

Eddie Pless | Phil Isaacs | Dr. Robert Lewis | Josh Smith | Jamie Schaff
Phoebe Holly (Student Liaison)

The Elizabethton Board of Education will meet on Tuesday, July 14, 2026, 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: June 18, 2026
 - B. Approve \$20,000 sponsorship agreement between Elizabethton Federal Savings Bank and Elizabethton City Schools for installation of a new scoreboard at the EHS Softball Field.
 - C. Approve Implementation Procedures for K-12 Child Trafficking Prevention Education for Elizabethton City Schools.
 - D. Rescind approval of Chromebooks purchased through CDWG using Omnia Partners Contract not to exceed \$120,000.00
8. **REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS**
 - A. Personnel Report
 - NEW HIRES:
 - Thippavanh Souksanh-Media Specialist @ ESE,eff. 6/29/26
 - Haley Buckles-Substitute Teacher, SW eff. 6/26/26
 - Leslie Taylor-CTE Health Science Teacher @ EHS, eff. 6/30/26
 - Kaylee Burdick-LPN PRN, SW, eff.7/1/26
 - Maggie Tolley-Teacher @ ESE, Head Softball Coach @ EHS,eff.6/17/26
 - Isaac Grubbs-Teacher @TAD, Asst. Boys Basketball Coach @ EHS, eff.6/16/26
 - Kris Cole-Teacher @ EHS,eff. 6/15/26
 - Amber Honeycutt-Teacher @ TAD, eff. 6/15/26
 - Ethan Wilson-Band Ed. Assistant @ TAD & EHS, eff. 7/6/26

Rachel Perkins-Band Support @ EHs, eff. 7/7/26

ADDITIONAL POSITION:

Jordan Baker-Asst. Girls Soccer Coach @ EHS, eff. 6/30/26

TRANSFERS:

Elizabeth Grill-Bookkeeper to Academic Tutor @ HME, eff. 8/5/26

Kristy Fenner-Full-time to part-time Ed. Assistant @HME,eff.8/5/26

Elizabeth Mindemann-Ed. Assistant to Teacher @ HME, eff. 8/3/26

Emma Brewer-TAD to EHS Assistant, eff.8/5/26

Leah Moore-TAD to EHS Assistant, eff. 8/5/26

Leann Hartley-TAD to EHS Assistant, eff. 8/5/26

Haley Webster-TAD Interim to TAD Teacher, eff. 6/16/26

RESIGNATIONS:

Kayla Berry-Assistant @ TAD, eff. 5/29/26

Kyndall Clark-Student Leader ESP, eff. 7/2/26

Dana Dykes-Ed. Assistant HME, eff. 6/16/26

Jonathan Edwards-Ed. Assistant @TAD, eff. 6/29/26

Madison Wagner-Coordianted School Health Assistant @ EHS, eff.7/21/26

TERMINATIONS:

N/A

LEAVE OF ABSENCE:

Erin Keene-Teacher @ ESE/WSE, eff. 8/3/26-8/26/26

- B. Director's Update
 - C. Board Member Reports
 - D. City Council Liaison's Report
 - E. Student Liaison's Report
9. **REGULAR AGENDA**
- A. Approve consideration and action regarding the Director of Schools' contract.
 - B. Approve 2026-2027 SRO Grant Agreement and MOU with the City of Elizabethton and the Elizabethton Police Department.
 - C. Approve Baseline Sports to complete resurfacing of the tennis courts at Elizabethton High School for \$40,162.50, using Sourcewell cooperative purchasing pricing.
 - D. Approve the following Board Policies:
 - Policy 1.400 School Board Meetings
 - Policy 1.403 Agendas
 - Policy 1.404 Appeals to and Public Comments Before the Board

- Policy 1.407 School District Records
- Policy 1.905 Charter School Renewal
- Policy 2.100 Fiscal Management Goals
- Policy 2.200 Annual Operating Budget
- Policy 4.100 Instructional Program
- Policy 4.213 Family Life Education
- Policy 4.215 Instructional Use of Digital Devices
- Policy 4.300 Extracurricular Activities
- Policy 4.301 Interscholastic Athletics
- Policy 4.600 Grading System
- Policy 4.603 Promotion and Retention
- Policy 4.605 Graduation Requirements
- Policy 5.104 Equal Opportunity Employment
- Policy 5.106 Application and Employment
- Policy 5.110 Compensation Guides & Contracts
- Policy 5.200 Separation Practices for Tenured Teachers
- Policy 5.201 Separation Practices for Non-Tenured Teachers
- Policy 5.302 Sick Leave
- Policy 5.303 Personal and Professional Leave
- Policy 5.501 Complaints and Grievances
- Policy 5.600 Staff Rights & Responsibilities
- Policy 5.801 Director of Schools Recruitment and Selection
- Policy 5.3031 Bereavement Leave
- Policy 6.100 Student Goals
- Policy 6.200 Attendance
- Policy 6.202 Home Schools
- Policy 6.205 Student Assignments
- Policy 6.301 Rights and Responsibilities of Students
- Policy 6.303 Questioning Students and Searches
- Policy 6.304 Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation
- Policy 6.306 Interference/Disruption of School Activities
- Policy 6.318 Admission of Suspended or Expelled Students
- Policy 6.412 Emergency Allergy Response Plan
- Policy 6.506 Students from Military Families
- Policy 6.3041 Title IX & Sexual Harassment
- Policy 6.4053 Outside Applied Behavior Analysis Therapy

10. FOR YOUR INFORMATION

11. NEXT REGULARLY SCHEDULED BOARD MEETING

The next regularly scheduled Board Meeting will be held on Thursday, August 20, 2026, at 5:30pm in the Mack Pierce Board Room of the Elizabethton Board of Education, located at 804 S. Watauga Avenue, Elizabethton, TN.

12. ADJOURN

ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION
REGULAR SCHEDULED MEETING

Thursday, June 18, 2026 5:30 PM

Mack Pierce Board Room

The Elizabethton Board of Education met in a regular meeting on Thursday, June 18, 2026, at 5:30 PM, at Mack Pierce Board Room.

Attendance Taken at 5:32 PM.

Phil Isaacs: Present

Bob Lewis: Present

Eddie Pless: Present

Jamie Schaff: Absent

Josh Smith: Absent

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: absent

aye: 3, nay: 0, absent: 2

5. TIME FOR CITIZENS TO SPEAK

No citizens ask to appear before the Board.

6. SPECIAL RECOGNITION:

- EHS Soccer Team
- EHS Track Team

The board recognized the Elizabethton High School men's soccer team for a historic season. The team achieved its first-ever trip to the state tournament, won its first state tournament game, and tied the school record for most wins in a season. Board members congratulated the players and coaching staff on the program's continued growth over the past 30 years.

The board also honored Elizabethton High School track and field athletes.

Highlights included:

Liahna Nave, state champion in discus and runner-up in shot put, who won the discus event by more than 20 feet and is approaching the school record.

Vella Nave, who competed in the 1,600-meter event at the state meet.

Jamira Smalls, who placed third in shot put and will continue her athletic career at Milligan University.

Camdyn Garland, who signed to compete in track and field at East Tennessee State University.

Coach Presnell announced his retirement after 48 years of coaching and expressed confidence in the future of the program.

7. CONSENT AGENDA

- A. Minutes of Regular Meeting: May 21, 2026
- B. Approve General Purpose Fund Financial Statement, May 2026
- C. Approve Federal Projects Fund Financial Statement, May 2026
- D. Approve School Nutrition Fund Financial Statement, May 2026
- E. Approve State Recognized Partnership Agreement with Carson-Newman University.
- F. Approve MOU between Elizabethton City School Board and Frontier Health.
- G. Approve Services Agreement between Elizabethton City Schools and Frontier Health 26-27 school year.

- H. Approve Dual Credit Conditions & Agreement between Northeast State Community College and Elizabethton City Schools for 26-27 school year.
- I. Approve Project Development Agreement between Trane U.S. Inc. and Elizabethton City Schools to complete Phase 1 of a comprehensive assessment of the HVAC system at Elizabethton High School for an amount of \$24,325.00.
- J. Approve travel for the Director of Schools to attend:
 - the 2026 Superintendent Study Council Conference in Gatlinburg, TN, September 19-23, 2026
 - a meeting at TOSS headquarters for a SOY interview, June 23 & 24, 2026.
- K. Approve second reading of 2026-2027 Budget for Elizabethton City Schools.
- L. Approve the purchase of Chromebooks through GDWG using the Omnia Partners Contract not to exceed \$120,000.00.
- M. Approve \$6,884.32 tile flooring donation from T.A. Dugger Junior High PTAC for the second floor of the building.
- N. Approve the renewal of Veeam Backup software through CDWG for \$9998.00.
- O. Approve the renewal of Bid 2022-2023-01-SN for bread and bakery products for 2026-2027 school year.
- P. Approve the renewal of Agreement with Panorama Education for Class Companion software in the amount of \$8720.00 for 26-27 school year.
- Q. Approve Transportation Request for Elizabethton High School students and staff to attend the following:
 - Student Leadership Symposium 06/23/2026-06/27/2026
 - Band Competition 11/12/26-11/15/2026
- R. Approve General Purpose Budget Amendment for 2025-2026 school year.
- S. Approve Request for Property/Equipment -Sale/Disposal
- T. Approve 2027 Consolidated Funding Application.
- U. Approve the second reading of the following Board Policies:

- Board Policy 1.404 Appeals to and Public Comments before the Board
- Board Policy 2.400 Revenues
- Board Policy 6.411 Student Wellness

8. REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS

A. Personnel Report

NEW HIRES:

Skylar Markland-Substitute Teacher, eff. 5/22/2026

Renna Lane-Assistant Girls Basketball Coach @ EHS, eff.5/27/2026

Anna Hill-CIP-Swim Instructor @ EHS, eff. 6/1/2026

Oliva Gragg-ESP Student Leader SW eff. 6/9/2026

Reagan Price-ESP Student Leader SW eff. 6/9/2026

Skyler Zupancic-Teacher @ ESE eff. 6/4/2026

Susie Wolfe-Bookkeeper @ ESE eff. 6/10/2026

Ashley Church-Teacher @ TAD eff. 6/11/2026

ADDITIONAL POSITION:

Brittany Hennessee-ESP Student Leader, SW eff. 7/1/2026

Aerial Loveless-ESP Student Leader, SW eff. 7/1/2026

Tanner Stiltner -ESP Student Leader, SW eff. 7/1/2026

Samantha McClay-Assistant Boys Soccer Coach @ EHS, eff. 5/29/2026

Matt Campbell-Head Track & Field Coach @ EHS, eff. 6/9/2026

TRANSFERS:

Katherine Stevens-Ed. Assistant from ESE pre-k to WELC, eff 5/29/2026

Rebecca Delph- Ed. Assistant to Secretary @ WELC, eff 5/29/2026

Kristyn Burrow- Secretary to Ed. Assistant @ WELC, eff 5/29/2026

Lucas Andrews-Teacher to CTE Work Based Learning Coordinator @ EHS, eff. 5/29/2026

Morgan Guinn-ESP Student Leader to Teacher @ ESE, eff.6/8/2026

Andrew Kingston-Educational Assistant to Teacher @ EHS, eff. 6/9/2026

Hunter Jarrett-From part time to full time custodian @ EHS, eff. 6/8/2026

Ricky Eggers-Custodian transferred to HME from EHS, eff.6/8/26

RESIGNATIONS:

Vanessa Nanney- from ESP, eff. 6/1/2026 remains in other positions

Colby Garland- Substitute/Assistant Football Coach @ TAD, eff.

5/29/2026

Hannah Starkey-Teacher @ ESE, eff. 5/29/2026

Elijah Murphy-ESP Student Leader SW, eff. 5/29/2026

Kole Kemp-ESP Student Leader SW, eff. 5/19/2026

Kayla Sparks-Ed. Assistant @ WELC, eff. 5/29/2026

Nickie Grayless-Special Ed. Nurse @ EHS, eff. 5/28/2026-will remain as
sub nurse

Conner Johnson-Ed. Assistant & Assistant Football Coach @ EHS, eff.

5/29/26

Jim Presnell-Head Track Coach & Assistant Cross Country Coach @ EHS,
eff. 5/28/2026

Brandon Shumate-Substitute SW, eff. 6/9/2026

Annastasha Willis-Assistant Softball Coach @ EHS, eff. 6/8/2026

Natalie Brooke Thomsen-Assistant Softball Coach @ EHS, eff. 5/29/2026

RETIRING:

Thomas "T.J." Brown-Media Specialist @ ESE, eff. 5/29/2026

Cindy Grindstaff-Teacher @ HME, eff. 5/29/2026

Kimberly "Kip" Anderson-Teacher @ TAD eff. 6/30/2026

NON-REHIRE:

Jennifer Lucas- Teacher @ ESE, eff. 5/29/2026

Abbigail Pierce- Teacher @ ESE, eff. 5/29/2026

COMPLETED INTERIM ASSIGNMENT:

Brandon Shumate- Interim SPED Teacher @ TAD, eff. 5/29/2026

Mouna Youssef-Interim Ed. Assistant @ ESE, eff. 5/29/2026

TERMINATIONS:

LEAVE OF ABSENCE:

B. Director's Update

Mr. VanHuss reported that high school summer school concluded on June 18, while elementary and junior high summer programs will continue through the following week. The board's July meeting was rescheduled from July 16 to July 14 due to board members attending the Tennessee School Boards Association Summer Law Institute in Gatlinburg. Mr. VanHuss welcomed Emily Orsburn as the district's new administrative assistant following the retirement of the previous staff member.

The Board also viewed the trailer for "Murder 101," a three-part documentary featuring students in Mr. Campbell's sociology class at Elizabethton High School. The series will premiere on Amazon Prime on July 13, 2026. School leaders expressed optimism that the documentary will showcase students, schools, and the community in a positive light.

C. Board Member Reports

The board will be heading to the law institute next month and will have more to share on that in August.

D. City Council Liaison's Report

Board members noted that no city council report was available due to a scheduling conflict.

E. Student Liaison's Report

Mr. Pless recognized outgoing student liaison Helen Hackett for her service and wished her well as she prepares for an 18-month mission trip to Japan. Incoming student liaison Phoebe Holly is expected to begin attending meetings later this summer.

9. REGULAR AGENDA

A. Approve proposal from Beynon Sports Surfaces to resurface LaPorte Track at a cost of \$221,883.00.

Motion was made by Bob Lewis, second by Phil Isaacs Approve proposal from Beynon Sports Surfaces to resurface LaPorte Track at a cost of \$221,883.00. Motion carried.

Phil Isaacs: aye

Bob Lewis: aye

Eddie Pless: aye

Jamie Schaff: absent

Josh Smith: absent

aye: 3, nay: 0, absent: 2

The Board approved a \$221,883 proposal from Beynon Sport Surfaces to resurface the Elizabethton High School track at Citizens Bank Stadium. The track was installed 10 years ago and is used by multiple teams, including Milligan. This proposal will add a layer on top of the existing track. The project is intended to extend the track's lifespan by four to six years and prevent the need for a more costly full replacement. Some possible ways of funding the project are half-cent sales tax revenues and a one-time state dollars earmarked for construction, which we have applied for, but not yet been approved. We are also looking at making another starting line near the Boys and Girls Club. By having a rotation of the start and finish line we hope to reduce the deterioration of that area.

- B. Approve awarding of Bid 2025-2026-02-SN for milk and juice to Mayfield Dairy for \$133,631 during the period of July 1, 2026 through June 30, 2027. Motion was made by Phil Isaacs, second by Eddie Pless Approve awarding of Bid 2025-2026-02-SN for milk and juice to Mayfield Dairy for \$133,631 during the period of July 1, 2026. Motion carried.

Phil Isaacs: aye

Bob Lewis: aye

Eddie Pless: aye

Jamie Schaff: absent

Josh Smith: absent

aye: 3, nay: 0, absent: 2

- C. Approve first reading of new Board Policy 3.2181 Therapy Dog Program.

Motion was made by Bob Lewis, second by Phil Isaacs Approve first reading of new Board Policy 3.2181 Therapy Dog Program. Motion carried.

Phil Isaacs: aye

Bob Lewis: aye

Eddie Pless: aye

Jamie Schaff: absent

Josh Smith: absent

aye: 3, nay: 0, absent: 2

The Dog Therapy Program was presented at the May meeting. Mr. VanHuss mentioned there will be a Therapy Dog Handbook that will be a part of our administrative procedure. Safeguards will be in place for different situations that may arise with the program. Parents will also have a say about whether they want their child to interact with the dog.

D. Approve the Board to instruct counsel on how to proceed regarding False Claims litigation.

Motion was made by Phil Isaacs, second by Eddie Pless Approve the Board to instruct counsel on how to proceed regarding False Claims litigation. Motion carried.

Phil Isaacs: aye

Bob Lewis: aye

Eddie Pless: aye

Jamie Schaff: absent

Josh Smith: absent

aye: 3, nay: 0, absent: 2

Dr. Lewis made a motion directing the board to instruct counsel to notify the court that Elizabethton City Schools will not intervene in false claims litigation.

10. FOR YOUR INFORMATION

11. NEXT REGULARLY SCHEDULED BOARD MEETING

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12. ADJOURN

Chairman of the Board

Director of Schools

SCOREBOARD SPONSORSHIP AND DONATION AGREEMENT

This Scoreboard Sponsorship and Donation Agreement (this "**Agreement**") is entered into as of _____, 2026 (the "**Effective Date**"), by and between:

Elizabethton Federal Savings Bank, a federally chartered bank with its principal place of business at 112 N. Sycamore St., Elizabethton, Tennessee ("**Bank**" or "**Donor**"),

and

Elizabethton City School System, a public school system organized under the laws of the State of Tennessee, with its principal office at 804 S. Watauga Ave., Elizabethton, Tennessee ("**School System**" or "**Recipient**").

Bank and School System are each referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, Bank desires to support youth athletics and the community by providing financial support for a new softball scoreboard at Elizabethton High School;

WHEREAS, School System desires to accept such donation and install a new softball scoreboard (the "**Scoreboard**") at the Elizabethton High School softball stadium (the "**Stadium**");

WHEREAS, School System will procure, own, install, and maintain the Scoreboard, and Bank will provide financial support through a donation to offset the costs of such procurement and installation;

WHEREAS, in recognition of Bank's donation, School System will afford Bank certain branding, advertising, and exclusivity rights with respect to the Scoreboard and Stadium for a term of Twenty-Five (25) years; and

WHEREAS, the Parties desire to memorialize the terms and conditions of the donation and the rights and obligations of each Party with respect to the Scoreboard.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article 1 — Definitions

1. **Defined Terms.** As used in this Agreement, the following capitalized terms have the meanings set forth below:
 - a. **"Agreement"** means this Scoreboard Sponsorship and Donation Agreement, including all exhibits and schedules attached hereto, as may be amended from time to time in accordance with the terms hereof.
 - b. **"Bank"** or **"Donor"** means Elizabethton Federal Savings Bank.
 - c. **"Board Approval"** means approval by the governing board of School System in accordance with applicable law and School System policies.
 - d. **"Donation"** means the monetary donation by Bank to School System in the amount of Twenty Thousand Dollars (\$20,000.00) as set forth in Article 3.
 - e. **"Effective Date"** means _____, 2026.
 - f. **"Financial Institution"** means any bank, savings and loan association, credit union, mortgage lender, financial services company, or other entity primarily engaged in the business of accepting deposits, making loans, or providing financial services.
 - g. **"Installation Deadline"** means the date of the first scheduled softball game of the 2026-2027 school year.
 - h. **"Right of First Refusal"** means the right granted to Bank pursuant to Article 2, Section 5.
 - i. **"School System"** or **"Recipient"** means Elizabethton City School System.
 - j. **"Scoreboard"** means the electronic softball scoreboard to be procured and installed by School System at the Stadium in accordance with the specifications set forth in Exhibit A.
 - k. **"Stadium"** means the softball stadium at Elizabethton High School, located at 907 Jason Witten Way, Elizabethton, Tennessee.
 - l. **"Term"** means the initial twenty-five (25) year period commencing on the Effective Date, unless earlier terminated

Article 2 — Scoreboard Procurement, Installation, Ownership and Term of Contract

1. **Scoreboard Design and Specifications.** School System agrees to procure a Scoreboard that incorporates Bank's branding, logo, name, and other identifying marks as designed and approved by Bank. The design, dimensions, materials, and specifications of the Scoreboard are set forth in Exhibit A (the "**Scoreboard Specifications**"). School System shall not materially deviate from the Scoreboard Specifications without Bank's prior written consent.
2. **Branding and Design Approval.** Bank shall have the right to review and approve the final design, branding elements, logo placement, color scheme, and all other visual aspects of the Scoreboard prior to fabrication. School System shall provide Bank with design renderings, proofs, and specifications for review no later than 60 days after the effective date. Bank shall approve or provide written comments within 14 business days of receipt. School System shall incorporate all reasonable comments and resubmit for final approval. Bank's approval shall not be unreasonably withheld, conditioned, or delayed.
3. **Procurement and Installation by School System.** School System shall be solely responsible for:
 - a. **Procurement.** Purchasing the Scoreboard, including all controls, hardware, software, mounting structures, electrical components, and related equipment necessary for full operation, from manufacturer or an authorized distributor;
 - b. **Installation.** Installing the Scoreboard at the Stadium in strict accordance with manufacturer's instructions, mounting specifications, and all applicable building codes, electrical codes, safety standards, and zoning requirements;
 - c. **Permits and Approvals.** Obtaining all necessary permits, licenses, approvals, and inspections required by federal, state, and local law for the installation and operation of the Scoreboard;
 - d. **Electrical and Structural Work.** Performing or contracting for all electrical work, structural reinforcement, foundation work, trenching, wiring, and other site preparation and installation work necessary to support and operate the Scoreboard safely and in compliance with applicable law; and
 - e. **Installation Deadline.** Completing installation of the Scoreboard by the Installation Deadline.
4. **Ownership.** Upon delivery to School System, the Scoreboard shall be and remain the sole property of School System. School System shall hold title to the Scoreboard and all associated equipment, and Bank shall have no ownership interest therein.

5. **Initial Term of Contract and Guarantee** – The terms and conditions of this contract shall remain in effect for a period of Twenty-Five (25) years after the effective date. During the initial term the Board guarantees to the Bank, subject to the terms and conditions herein, that the Scoreboard and Bank advertising thereon will remain in good aesthetic and practical working condition.
6. **Right of First Refusal.** Upon expiration of the initial Term, if School System determines that the Scoreboard requires replacement or substantial renovation, School System shall provide Bank with written notice of such determination and an opportunity to fund the replacement or renovation in exchange for an extension of this Agreement on terms to be negotiated in good faith by the Parties. Bank shall have sixty (60) days from receipt of such notice to notify School System in writing of its intent to exercise the Right of First Refusal. If Bank exercises the Right of First Refusal, the Parties shall negotiate in good faith the terms of a replacement scoreboard sponsorship agreement, including the donation amount, term, and other material terms. If the Parties cannot reach agreement within ninety (90) days after Bank's notice of exercise, or if Bank does not timely exercise the Right of First Refusal, School System shall be free to accept sponsorship or donations from other parties for a replacement scoreboard without further obligation to Bank.

Article 3 — Donation

1. **Donation Amount.** Bank agrees to donate to School System the sum of Twenty Thousand Dollars (\$20,000.00) (the "**Donation**") to be used by School System exclusively for the costs of procuring and installing the Scoreboard at the Stadium.
2. **Payment Terms.** Bank shall make the Donation by delivering a check to the School System within 5 business days following Board Approval
3. **Use of Funds.** School System shall use the Donation solely for the following purposes:
 - a. **Scoreboard Procurement.** Payment to manufacturer or an authorized distributor for the Scoreboard, controls, and related equipment; and
 - b. **Installation Costs.** Payment of labor, materials, electrical work, permitting fees, structural work, and other costs directly related to the installation of the Scoreboard at the Stadium.
4. **Allocation of Donation.** The Parties acknowledge that the Donation is intended to cover the full cost of procuring the Scoreboard and controls, with any remainder to be applied toward installation costs. If the total cost of procurement and installation exceeds the Donation amount, School System shall be solely responsible for funding the shortfall. If the total cost is less than the Donation amount, School System may apply the surplus to other athletic program or softball program expenses in its sole discretion.
5. **No Tax or Investment Advice.** Bank makes no representation regarding the tax treatment or deductibility of the Donation. School System acknowledges that Bank has

provided no tax, accounting, or investment advice with respect to the Donation or this Agreement, and School System has been advised to consult its own advisors with respect to such matters.

6. **No Quid Pro Quo.** The Parties acknowledge and agree that the Donation is a voluntary contribution made by Bank to support youth athletics and the community. Notwithstanding the advertising and branding rights granted herein, the Donation is not consideration for goods or services provided by School System, and School System provides no goods or services to Bank in exchange for the Donation other than the recognition and advertising rights expressly set forth in this Agreement.

Article 4 — Maintenance and Upkeep

1. **School System Maintenance Obligations.** School System shall be solely responsible, at its own cost and expense, for all maintenance, repair, cleaning, upkeep, and operational support of the Scoreboard, including:
 - a. **Routine Maintenance.** Performing or contracting for routine inspections, cleaning, bulb or LED replacement, software updates, and preventive maintenance in accordance with manufacturer's recommended maintenance schedule;
 - b. **Repairs.** Promptly repairing or replacing any damaged, malfunctioning, or non-operational components of the Scoreboard, including displays, controls, wiring, mounting structures, and electrical systems;
 - c. **Appearance.** Maintaining the Scoreboard in a clean, functional, and presentable condition consistent with the professional appearance expected of a high school athletic facility;
 - d. **Structural Integrity.** Maintaining all mounting structures, supports, foundations, and related infrastructure in a safe and structurally sound condition;
 - e. **Operational Condition.** Ensuring that the Scoreboard is operational and fully functional for all home softball games and events held at the Stadium during the Term; and
 - f. **Compliance.** Ensuring that the Scoreboard remains in compliance with all applicable building codes, electrical codes, safety standards, and other legal requirements throughout the Term.
2. **Bank Inspection Rights.** Bank shall have the right, upon reasonable advance written notice to School System and during normal business hours, to inspect the Scoreboard to verify compliance with School System's maintenance obligations under this Article 4. Such inspections shall not unreasonably interfere with School System's operations or use of the Stadium.
3. **Notice of Maintenance Issues.** School System shall promptly notify Bank in writing of any material damage to, malfunction of, or safety issue affecting the Scoreboard. School

System shall use commercially reasonable efforts to repair or remedy such issues within thirty (30) days of discovery, or such longer period as may be reasonably necessary given the nature of the issue.

4. **Branding Integrity.** School System's maintenance obligations include preserving the appearance, legibility, and professional quality of all Bank branding, logos, and identifying marks displayed on the Scoreboard. If any such branding becomes faded, damaged, illegible, or otherwise unpresentable, School System shall promptly repair or replace such branding at its own expense, subject to Bank's prior written approval of any replacement branding materials.

Article 5 — Advertising and Sponsorship Rights

1. **Exclusive Scoreboard Branding.** During the Term, Bank shall have the exclusive right to display its name, logo, branding, and advertising on the Scoreboard. School System shall not permit any other entity or person to place, display, or affix any advertising, sponsorship recognition, branding, logo, or promotional materials on the Scoreboard without Bank's prior written consent.
2. **Financial Institution Exclusivity in Stadium.** During the Term, School System shall not permit any other Financial Institution to display advertising, sponsorship recognition, branding, logos, signage, banners, or promotional materials anywhere within the Stadium, including but not limited to:
 - a. Outfield fencing;
 - b. Infield fencing;
 - c. Dugout areas;
 - d. Bleachers and seating areas;
 - e. Press box or announcer's booth;
 - f. Concession areas;
 - g. Restroom facilities;
 - h. Walkways, gates, and entrance areas; and
 - i. Any other structures, surfaces, or areas within the boundaries of the Stadium or reasonably visible from within the Stadium.
3. **Permitted Non-Financial Institution Advertising.** Notwithstanding the exclusivity granted to Bank under Sections I and II above, School System may permit non-Financial Institution entities to display advertising, sponsorship recognition, banners, signage, and promotional materials within the Stadium, provided such materials:

- a. Are placed on outfield fencing, outer perimeter fencing, dugout areas, concession areas, or other locations customary for youth or high school softball facility advertising;
 - b. Pertain to softball, youth athletics, school activities, community events, or other matters reasonably related to the use and enjoyment of the Stadium; and
 - c. Do not interfere with, obscure, or diminish the prominence or visibility of Bank's branding on the Scoreboard.
4. **Approval of Other Advertising.** School System shall provide Bank with advance written notice and an opportunity to review and comment on any proposed non-Financial Institution advertising or sponsorship arrangements within the Stadium. Bank's approval shall not be required for such arrangements, but School System shall consider in good faith any concerns raised by Bank regarding visual clutter, conflicts, or diminishment of Bank's branding prominence.
5. **Promotional and Marketing Rights.** Bank shall have the right to:
- a. Publicize and promote its sponsorship of the Scoreboard through press releases, social media, websites, advertising, and other marketing channels;
 - b. Use photographs, video, and other images of the Scoreboard and Stadium in Bank's marketing and promotional materials, provided such use complies with applicable law and does not identify students without proper consent;
 - c. Receive recognition in School System game programs, websites, public address announcements, and other materials as the sponsor of the Scoreboard, in a manner consistent with School System's customary practices for recognizing sponsors and donors; and
 - d. Display promotional materials, distribute promotional items, or engage in community outreach activities at the Stadium on up to four occasions per year, subject to School System's reasonable scheduling and operational constraints and compliance with School System policies.

Article 7 - SCOREBOARD DESIGN AND BRANDING

1. **Design Specifications.** The Scoreboard shall be designed by the Bank, subject to the School System's reasonable approval, which approval shall not be unreasonably withheld, conditioned, or delayed. The design shall include the Bank's name, logo, and branding as reasonably determined by the Bank, and shall be of a size, color scheme, and configuration appropriate for the Stadium and consistent with the School System's standards for athletic facilities.

2. **Design Approval Process.** The Bank shall provide the School System with proposed design specifications for the Scoreboard, including drawings, renderings, and a description of all branding elements, no later than 30 days after the Effective Date. The School System shall review the proposed design and provide written approval or a written statement of objections

within 30 days of receipt. If the School System objects to any aspect of the design, the Parties shall work together in good faith to resolve such objections. The School System's approval rights under this Section are limited to ensuring that the design: (a) complies with applicable laws, regulations, and School System policies; (b) is appropriate for display at a high school athletic facility; and (c) is structurally compatible with the Stadium.

3. Bank's Branding Rights. Subject to the School System's approval as set forth in Section 2, the Bank shall have the exclusive right to determine the content, appearance, and placement of its name, logo, trademarks, and other branding elements on the Scoreboard. The School System acknowledges that the primary purpose of the Donation is to provide advertising and brand recognition for the Bank, and the School System agrees that the Bank's branding shall be prominently displayed on the Scoreboard in a manner consistent with standard industry practices for sponsored athletic scoreboards.

4. Changes to Design. Any material changes to the approved design must be mutually agreed upon in writing by both Parties. Cosmetic or minor changes to the Bank's logo or branding made by the Bank in the ordinary course of its business (such as color adjustments or font modernization) shall not require School System approval, provided such changes do not materially alter the overall appearance or size of the branding on the Scoreboard.

ARTICLE 8 - INSTALLATION AND ACCEPTANCE

1. Installation Responsibility. The School System shall be solely responsible for the installation of the Scoreboard at the Stadium, including all labor, equipment, and materials necessary for such installation. The School System shall install the Scoreboard in accordance with the manufacturer's mounting instructions and all applicable laws, codes, and regulations.

2. Installation Deadline. The School System shall use commercially reasonable efforts to complete installation of the Scoreboard on or before the first scheduled softball game of the 2026-2027 school year, subject to delays caused by Force Majeure or other circumstances beyond the School System's reasonable control.

3. Installation Standards. The School System shall ensure that the Scoreboard is installed in a professional and workmanlike manner, in compliance with all applicable building codes, electrical codes, safety regulations, and manufacturer specifications. The School System shall obtain all necessary permits, approvals, and inspections required for the installation.

4. Acceptance. Upon completion of the installation, the School System shall notify the Bank in writing. The Bank shall have the right, but not the obligation, to inspect the installed Scoreboard within 7 days of receiving such notice. If the Bank reasonably determines that the Scoreboard has not been installed in accordance with this Agreement or the manufacturer's specifications, the Bank shall notify the School System in writing of any deficiencies, and the School System shall promptly cure such deficiencies at its own expense. The Scoreboard shall be deemed accepted upon the earlier of: (a) written confirmation of acceptance by the Bank; or (b) 30 days after the School System's notice of completion if the Bank has not provided written notice of any deficiencies.

ARTICLE 9 — GENERAL PROVISIONS

1. **Entire Agreement; Amendment.** This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, between the Parties. This Agreement may be amended or modified only by a written instrument duly executed by both Parties.

2. **Assignment.** Neither Party may assign, transfer, or delegate any of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that the Bank may assign this Agreement without consent to any successor resulting from a merger, consolidation, or sale of all or substantially all of the Bank's assets, provided that such successor assumes all of the Bank's obligations hereunder. Any attempted assignment in violation of this Section 13 shall be void and of no effect. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

3. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and their respective permitted successors and assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

4. **Severability.** If any term, provision, covenant, or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable, or against public policy for any reason, the remainder of the terms, provisions, covenants, and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

5. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict of laws principles. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Carter County, Tennessee, and each Party hereby irrevocably consents to the jurisdiction and venue of such courts.

6. **Notices.** All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given and effective: (a) on the date of delivery if delivered personally or by confirmed facsimile or electronic mail (with hard copy to follow); (b) on the first business day following the date of dispatch if delivered by a recognized next-day courier service; or (c) on the third business day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices shall be sent to the addresses set forth below, or to such other address as either Party may designate by written notice to the other Party in accordance with this Section:

If to the Bank:

Elizabethton Federal Savings Bank, 112 N. Sycamore St., Elizabethton, Tennessee 37643

If to the School System:

Elizabethton City School System, 804 S. Watauga Ave., Elizabethton, Tennessee 37643

7. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Execution and delivery of this Agreement by facsimile, electronic mail (including PDF), or other electronic means shall be deemed to have the same force and effect as delivery of an original executed copy of this Agreement, and each Party may rely on such electronically transmitted signature as if it were an original.

8. Headings. The headings and captions used in this Agreement are for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

9. Further Assurances. Each Party agrees to execute and deliver such additional documents, instruments, conveyances, and assurances and to take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

10. Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Party against whom such waiver is sought to be enforced. No waiver of any breach or default under this Agreement shall be deemed a waiver of any subsequent breach or default of the same or any other provision of this Agreement.

11. Construction. The Parties acknowledge that each Party and its counsel have reviewed and participated in the drafting of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.

12. Force Majeure. Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement (other than payment obligations) resulting from acts of God, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, acts of nature, strikes, lockouts, labor disputes, or any other cause beyond the reasonable control of such Party. In the event of any such delay, the time for performance shall be extended for a period equal to the time lost by reason of the delay, provided that the delayed Party gives prompt written notice to the other Party of the cause of such delay and uses reasonable efforts to remedy the delay.

13. Relationship of Parties. The Parties are independent and nothing in this Agreement shall be construed to create a partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Parties. Neither Party has any authority to bind the other Party to any third party or to incur any obligation or liability on behalf of the other Party.

14. Publicity and Media. The Parties agree to cooperate in good faith regarding any press releases, public announcements, or media inquiries related to this Agreement and the Scoreboard project. The School System shall provide the Bank with reasonable advance notice and an opportunity to participate in any dedication ceremony, ribbon-cutting event, or other public event celebrating the installation of the Scoreboard.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

ELIZABETHTON FEDERAL SAVINGS BANK

By: _____

Name: Teri M. Reach, President/CEO

Date: _____

ELIZABETHTON CITY SCHOOL SYSTEM

By: _____

Name: _____ Title: _____

Date: _____

Proposal for the Implementation of Child Trafficking Prevention Education in K–12 Schools

Purpose

The purpose of this proposal is to establish a comprehensive Child Trafficking Prevention Education Program for students in grades K–12. The program will provide age-appropriate instruction that equips students with the knowledge and skills necessary to recognize grooming behaviors, identify unsafe situations, understand healthy relationships, and know how to seek help from trusted adults.

This initiative supports student safety, promotes awareness of online and in-person risks, and aligns with schools' responsibility to provide a safe learning environment for all students.

Program Overview

The proposed program will utilize a developmentally appropriate approach based on grade level.

Grades K–8

Instruction will be delivered by school counselors/guidance counselors through classroom guidance lessons or through a lesson by one of our community partners.

Grades 9–12

Instruction will be delivered through Health Education classes and supplemented with a self-paced online learning module developed in Canva or through a lesson by one of our community partners.

Program Goals

Students will:

1. Understand personal safety and boundaries.
2. Recognize warning signs of grooming and exploitation.
3. Identify safe and unsafe online interactions.

4. Learn how traffickers may use manipulation, coercion, gifts, social media, or relationships to exploit youth.
 5. Understand reporting procedures and available resources.
 6. Develop confidence in seeking assistance from trusted adults.
 7. Strengthen digital citizenship and online safety practices.
-

Elementary School (Grades K–5)

Instructional Delivery

School Guidance Counselors or Community Partner

Recommended Duration

One lesson annually (30–45 minutes)

Topics

Kindergarten–Grade 2

- Identifying trusted adults
- Personal boundaries
- Safe and unsafe secrets
- Understanding personal space
- Asking for help

Grades 3–5

- Internet safety
- Online communication awareness
- Healthy friendships
- Recognizing manipulation
- Reporting concerns to trusted adults

Teaching Methods

- Interactive discussions
 - Role-playing activities
 - Age-appropriate videos
 - Small group activities
 - Scenario-based learning
-

Middle School (Grades 6–8)

Instructional Delivery

School Guidance Counselors or Community Partner

Recommended Duration

One lesson annually (45–60 minutes)

Topics

- Social media safety
- Online gaming risks
- Grooming tactics
- Peer pressure
- Healthy relationships
- Warning signs of exploitation
- Reporting procedures
- Community resources

Teaching Methods

- Interactive presentations
- Group discussions
- Realistic scenarios
- Digital safety activities
- Reflection exercises

High School (Grades 9–12)

Instructional Delivery

Health Education Classes or Community Partner

Recommended Duration

One instructional unit annually

Components

Classroom Instruction

Health teachers will provide direct instruction covering:

- Human trafficking definitions
- Labor trafficking and sex trafficking awareness
- Recruitment and grooming tactics
- Social media and technology risks
- Healthy and unhealthy relationships
- Consent and personal boundaries
- Community and national resources
- Reporting procedures

Canva Online Learning Module

Students will complete an online Canva course containing:

- Interactive slides
- Embedded videos
- Knowledge checks
- Scenario-based decision activities
- Reflection questions
- End-of-module assessment

Estimated Completion Time

30–45 minutes

Parent and Community Engagement

The program should include:

- Parent notification prior to instruction
 - Access to instructional materials
 - Information regarding warning signs and resources
 - Community partnerships with law enforcement, child advocacy centers, and victim support organizations
-

Staff Training

Annual training should be provided to:

- Teachers
- School counselors
- Administrators
- School resource officers

Training topics should include:

- Recognizing indicators of trafficking
- Reporting requirements
- Trauma-informed practices
- Student support procedures

Program Evaluation

Program effectiveness will be measured through:

- Student knowledge assessments
- Completion rates for online modules
- Staff feedback surveys
- Parent feedback opportunities
- Annual review of instructional materials

Implementation Timeline

Year 1

- Develop curriculum and Canva modules
- Train counselors and health teachers
- Pilot implementation

Year 2

- Full district implementation
- Parent outreach initiatives
- Program evaluation

Year 3 and Beyond

- Annual updates to content
 - Continued staff training
 - Ongoing evaluation and improvement
-

Conclusion

Child trafficking prevention education is an essential component of student safety. Implementing age-appropriate instruction through school counselors in grades K–8 and Health Education classes supplemented with Canva-based online learning in grades 9–12 will provide students with the knowledge, awareness, and resources necessary to recognize dangerous situations and seek help when needed. This proactive approach supports the district's commitment to student well-being, safety, and educational success.



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JASON LANCASTER,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PXCL843	6/8/2026	CHROMEBOOKS	7067984	\$119,665.65

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Lenovo Chrome 100e G5 - 11.6in - MediaTek Kompanio 540 - 4GB - 64GB - Chrom Mfg. Part#: 83T60006US Contract: OMNIA ESCR4 R250601 Tech Sol. Products/Services (R250601)	327	9070210	\$333.16	\$108,943.32
Google Chrome Education Upgrade Mfg. Part#: CROS-SW-DIS-EDU-NEW Electronic distribution - NO MEDIA Contract: OMNIA ESCR4 R250601 Tech Sol. Products/Services (R250601)	327	5988499	\$29.79	\$9,741.33
EDU CHROME ENTERPRISE ZTE SRVC TIER1 Mfg. Part#: CDW TIER1 EDU ONLY Contract: OMNIA ESCR4 R250601 Tech Sol. Products/Services (R250601)	327	6364983	\$3.00	\$981.00

SUBTOTAL

\$119,665.65

SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$119,665.65

PURCHASER BILLING INFO	DELIVER TO
Billing Address: ELIZABETHTON BOARD OF EDUCATION ACCOUNTS PAYABL 804 S WATAUGA AVE ELIZABETHTON, TN 37643-4207 Phone: (423) 547-8000 Payment Terms: NET 30 Days-Govt/Ed	Shipping Address: ELIZABETHTON BOARD OF EDUCATION DARRIN BREWER 804 S WATAUGA AVE ELIZABETHTON, TN 37643-4207 Phone: (423) 547-8000 Shipping Method: TForce Freight, Special Services
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



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CONTRACT OF EMPLOYMENT
between
RICHARD VANHUSS
and the
ELIZABETHTON CITY BOARD OF EDUCATION

This Employment Contract, effective the 1st day of August, 2026, is made by and between the Elizabethton City Board of Education (hereinafter referred to as "BOARD"), and Richard VanHuss (hereinafter referred to as "DIRECTOR"). The BOARD and the DIRECTOR, for the consideration herein specified, agree as follows:

1. **TERM OF CONTRACT.** The BOARD in accordance with its action as found in the minutes of its regular meeting held on the 14th day of July, 2026, hereby employs, and the DIRECTOR hereby accepts employment, as DIRECTOR of Elizabethton City School System for a term commencing on August 1, 2026, and ending on July 31, 2030. The Contract may be extended or terminated as herein provided.
2. **PROFESSIONAL CERTIFICATION.** The DIRECTOR shall maintain, and furnish to the BOARD evidence of his maintaining, throughout the term of this Contract, a valid and appropriate professional license to act as DIRECTOR of Schools of Elizabethton City School System in accordance with the laws and regulations of the State of Tennessee.
3. **DUTIES.**
 - A. The DIRECTOR shall perform in a reasonable and competent manner the duties and obligations required of a person in this capacity as specified under applicable federal statutes and regulations; the statutes and regulations of the State of Tennessee; the rules, regulations, and policies of the Elizabethton City Board of Education; the duties and obligations listed in the job description of DIRECTOR as adopted by the BOARD; and otherwise as directed by the BOARD. The DIRECTOR shall have the duty to direct and assign teachers and other employees of the schools under his supervision, and to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best to serve the interests of the School System. The DIRECTOR shall visit the schools within the system on a regular basis.
 - B. The DIRECTOR shall devote such time, energy, and attention as is necessary to perform the duties specified in subpart A above. These duties will generally be performed during regular school system business hours, but it is expressly agreed that the duties of this position will require the DIRECTOR to work during times other than regular school system business hours.
4. **COMPENSATION.** The BOARD shall pay the DIRECTOR a minimum annual salary of One Hundred Fifty-One Thousand Two Hundred and Thirteen Dollars (\$151,213.00), provided however that the DIRECTOR's salary shall be increased by the same percentage of salary increase that is provided to all professional employees for each school year, if any. The DIRECTOR's salary will be paid in equal monthly installments and in accordance with BOARD policy. The BOARD may in its discretion increase the salary of the DIRECTOR if the BOARD'S evaluation reflects that the DIRECTOR has met or exceeded the expectations of the BOARD. In no event shall the DIRECTOR'S salary be reduced, except as provided by law. If an adjustment in salary is made during the term of this Contract, all other provisions of this Contract, including, but not limited to, the termination date, shall remain as stated herein. Any such discretionary adjustment in salary, in order to be effective, shall be made by written amendment.

5. BENEFITS.

- A. AUTOMOBILE EXPENSE ALLOWANCE.** The DIRECTOR is required to maintain an automobile for use in his position at all times. Accordingly, the BOARD shall provide to the DIRECTOR during the term of this Contract a monthly allowance of \$450.00 per month for all local travel and will additionally reimburse the DIRECTOR for out of city travel at the rate allowed by the State of Tennessee Department of Education. The BOARD will deduct from this amount the usual and customary federal withholdings.
- B. INSURANCE.** For the DIRECTOR'S individual health insurance coverage in the State of Tennessee's Local Education Employee Group Insurance Program, the BOARD shall pay the same portion of the premium that the Board pays toward that premium for licensed employees.
- C. MEMBERSHIP DUES.** The BOARD shall pay membership dues in TOSS and other memberships considered appropriate for and relevant to the DIRECTOR'S position, as approved by the BOARD.
- D. PROFESSIONAL LIABILITY.** The DIRECTOR shall be provided with liability insurance covering alleged wrongful acts and omissions of the BOARD and of the DIRECTOR, in the same amounts and coverage as is currently provided for certificated employees, for acts committed in the course and scope of his employment with the BOARD. The BOARD shall, to the extent permitted by law, either directly or through insurance, defend the DIRECTOR, bear defense costs, and indemnify and hold the DIRECTOR harmless on demands, claims, suits, and legal proceedings brought by third parties against the DIRECTOR in his official capacity as agent and employee of the BOARD, except that this obligation of the BOARD shall not apply with respect to allegations of and/or violations of criminal law, improper personal gain, reckless or willful misconduct or gross negligence, and/or acts and conduct committed outside the course and scope of his employment, and in no event will individual BOARD members be considered liable for indemnifying the DIRECTOR against such demands, claims, suits, and legal proceedings.
- E. PROFESSIONAL GROWTH.** The BOARD encourages the continuing professional growth of the DIRECTOR through his participation in appropriate activities. The BOARD shall approve in advance all meetings occurring more than fifty miles out of town. The actual, reasonable, and necessary expenses of the said attendance are to be paid by the BOARD in accordance with BOARD policy.
- F. GENERAL BENEFITS.** Except where specified otherwise herein, the DIRECTOR shall be entitled to those benefits applicable to twelve (12) month administrative employees of the BOARD. This includes, but is not limited to, illness benefits and leave, employee retirement program and other administrative employee benefits.
- G. VACATION.** The DIRECTOR shall be entitled to fifteen (15) work days of paid vacation exclusive of legal holidays to be used in a manner and at times selected by him with the following exception: Use of more than seven (7) consecutive days shall require the approval of the BOARD. The DIRECTOR shall be reimbursed for any unused vacation days at the end of each contract year.
- H. EXPENSES.** The BOARD shall reimburse the DIRECTOR for all actual, reasonable, and necessary travel and other expenses required in the performance of his official duties during

employment under this Contract subject to such limitations provided by law, by BOARD policy, and by this Contract.

- I. SICK LEAVE.** The DIRECTOR shall be granted one day of sick leave for each month of contractual employment. Sick leave days shall be cumulative, and any unused sick leave days shall, upon retirement, be used for retirement credit in accordance with the policies of the Tennessee Consolidated Retirement System.
- J. DISABILITY PAY.** Should DIRECTOR be absent from work due to disability, sickness, or other physical or mental incapacity, he shall be entitled to be paid his salary only until the point at which he has exhausted accumulated sick leave, vacation, and other granted leave time. After such accumulated leave is exhausted, the BOARD shall not be obligated to make any further payment of salary to DIRECTOR.

The provisions hereof shall not be deemed to affect any other benefits which may be available to DIRECTOR, including, but not limited to, those available under the applicable retirement program, health insurance, and workers' compensation or otherwise.

- 6. **MEDICAL EXAMINATION.** Upon the request of the BOARD, the DIRECTOR hereby agrees to submit to a comprehensive medical examination by a physician of the DIRECTOR'S choosing, but who shall be approved by the Chair of the Board. A physician's statement certifying the physical and mental competency to perform the duties of the DIRECTOR shall be filed with the Chair of the Board. Such report shall be confidential. The cost of said medical examination shall be borne by the BOARD.
- 7. **ASSUMPTION OF DUTIES.** The DIRECTOR shall assume the duties and responsibilities of the position effective the 1st day of August, 2026.
- 8. **NOTICE OF RENEWAL.** The BOARD shall give written notice to the DIRECTOR no later than thirty (30) days prior to expiration of the term of this contract if the BOARD intends to renew the contract. Failure to give such notice will not affect the terms of this contract and the contract may expire under its original terms.
- 9. **GOALS AND OBJECTIVES.**
 - A. POLICIES.** The DIRECTOR shall administer the policies of the BOARD and the applicable requirements of the laws and regulations of the State of Tennessee in a professional manner in dealing with the BOARD, staff, faculty, parents, students, community leaders and others, recognizing that his actions reflect upon himself, the BOARD, the school system, and the community.
 - B. ANNUAL GOALS AND OBJECTIVES:** Unless otherwise directed by the Board, the DIRECTOR shall implement goals and objectives established annually by the Board. The goals and objectives shall be among the criteria upon which the DIRECTOR is evaluated as herein provided. On or prior to a renewal of this Employment Contract, should that occur, the parties will meet to establish goals and objectives for the next succeeding school year which shall be reduced to writing.
 - C. LONG-RANGE PLANNING.** The DIRECTOR will implement the BOARD's current five-year plan and will prepare or cause to be prepared with BOARD approval a five-year plan for the Elizabethton City School System. The annual plan and five-year plan shall be completed prior to

and used in connection with the annual budget by each school and for the Elizabethton City School System.

D. SYSTEM UNITY. The DIRECTOR shall strive for unity within the school system to ensure that all elementary, middle school, and high school programs support and complement each other. He shall require consistent and equitable allocation of funds, personnel, and other resources to all programs within the school system to preclude dominance by any one or more groups and to provide a complete program for the Elizabethton City School System.

- 10. PERFORMANCE EVALUATION.** The BOARD shall annually conduct a review of the DIRECTOR'S performance. All members of the BOARD shall participate in the evaluation process.

The annual evaluation process will focus on the DIRECTOR'S performance as DIRECTOR of the Elizabethton City School System, progress toward goals established by the BOARD and the DIRECTOR; the working relationship of the DIRECTOR with the BOARD, administrative staff, teachers, students, and the community at large; and any other matters relative to the employment and performance of the DIRECTOR. The BOARD'S Chair shall be responsible for seeing that the evaluation process is followed and for reviewing the evaluation with the DIRECTOR.

The BOARD may conduct a special performance review of actions of the DIRECTOR at any time during the duration of this agreement if deemed necessary by the Board.

- 11. REFERRALS TO DIRECTOR.** The BOARD, collectively or individually, shall promptly refer to the DIRECTOR all issues, concerns and suggestions called to their attention relative to DIRECTOR or the School System for the DIRECTOR'S study and recommendations.

- 12. OUTSIDE ACTIVITIES.** The DIRECTOR shall devote his time, attention, and energy to the business of the School System. He may lecture, engage in writing activities and speaking engagements, and engage in other activities so long as those outside activities do not interfere with the duties of the DIRECTOR. The determination of the BOARD as to whether such other activities interfere with the discharge of DIRECTOR'S duties and responsibilities hereunder shall be conclusive.

- 13. PROFESSIONAL STATUS.** The DIRECTOR hereby affirms that he is not under contract with another Board of Education covering any of the same contract term as is covered by this contract.

- 14. CRIMINAL BACKGROUND CHECK.** In accordance with the requirements of TCA § 49-5-413, the DIRECTOR agrees to the release of all investigative records to the BOARD for examination for the purpose of verifying the accuracy of criminal violation information as required by TCA 49-5-406(a) (1) (A); and, the DIRECTOR agrees to supply a fingerprint sample and submit to a criminal history record check to be conducted by the Tennessee bureau of investigation. The costs incurred for this investigation shall be paid by the BOARD.

- 15. CONTRACT TERMINATION.**

A. MUTUAL AGREEMENT. This Employment Contract may be terminated by mutual agreement of the parties, or by the retirement or death of the DIRECTOR.

B. FOR CAUSE. This Employment Contract may be terminated by the BOARD for cause upon grounds which may include, but not be limited to the following: inefficiency; unprofessional conduct; incompetence; insubordination; neglect of duty; immorality; improper personal gain;

the use of alcohol or a controlled substance which materially impairs the DIRECTOR'S ability to effectively perform his duties and obligations hereunder; DIRECTOR'S admission or conviction in a court of law of any crime or offense that constitutes a felony in the jurisdiction involved; DIRECTOR'S violations of the policy and procedures of the BOARD or of the requirements of state and federal law; DIRECTOR'S breach or default of a material provision of this Contract and such breach remains uncorrected for a period of ten (10) days after receipt by DIRECTOR of written notice by the BOARD of such breach or default; or other good and just cause. Additionally, this Contract shall terminate upon the DIRECTOR'S inability to perform the essential functions of his position because of a physical or mental disability with or without reasonable accommodation. The parties agree that an accommodation is not reasonable if it causes the BOARD undue hardship. If the BOARD terminates the Contract for cause, the DIRECTOR shall be entitled to no further benefits or compensation.

The process of such termination shall include the Director's right to written charges as determined by the Board, notice of hearing before the Board, and notice of the right to be present and to be heard, to be represented by Counsel and to present through witnesses any testimony relevant to the issue. If the Director of Schools chooses to be accompanied by legal counsel at the hearing before the Board, he will assume the cost of his legal expenses.

- C. REMOVAL FROM OFFICE.** This Contract shall be terminated if the State Board of Education, in accordance with the provision of Title 49, Chapter 1 of the Tennessee Code Annotated orders the removal of the DIRECTOR. If such removal is ordered, the DIRECTOR shall be entitled to no further benefits or compensation under the terms of this Contract.
- D. UNILATERAL TERMINATION BY DIRECTOR.** The DIRECTOR may terminate this contract at any time by giving the BOARD forty-five (45) days written notice of his resignation or retirement. In the event of such termination, the DIRECTOR shall be entitled to the salary and benefits unpaid through the effective date of resignation or retirement.
- 16. ASSIGNMENT.** Neither this Contract nor any duties or obligations under this Contract may be assigned by either party to any other person, agency or corporation.
- 17. ENTIRE AGREEMENT OF THE PARTIES.** This Contract supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by DIRECTOR and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to the Contract acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statements, or promises not contained in this Contract shall be valid or binding.
- 18. AMENDMENTS.** Any modification to this contract shall be made by mutual agreement of the parties hereto, reduced to writing, signed, and appended to the original contract. Neither party shall be bound by any oral representation concerning modification of this contract.
- 19. SEVERABILITY.** If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way thereby.

20. **CONTROLLING LAW AND JURISDICTION.** This Contract will be governed by and construed in accordance with the laws of the State of Tennessee. In the event of litigation, arising from a breach or enforcement of this agreement, the parties hereto agree that the proper jurisdiction and venue shall rest with the trial courts of Carter County, Tennessee.
21. **HEADINGS.** The headings contained in this Contract are for convenience only and shall in no manner be construed as a part of the Contract.
22. **COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Dated this the _____ day of _____, 2026

Eddie Pless
CHAIR, BOARD OF EDUCATION,
ELIZABETHTON CITY SCHOOLS

Richard VanHuss
DIRECTOR OF SCHOOLS

EXECUTIVE SECRETARY



Elizabethton Regular Session Agenda Item Summary

Date: July 9, 2026

Agenda Item: 9.B

Prepared By: Jason Shaw, Chief of Police

Subject: Resolution to Approve 2026 School Resource Officer Agreement with Elizabethton City Schools and Grant from the State of Tennessee.

Background / History: The City has had an officer at Elizabethton High School since 1999, at T.A. Dugger Jr. High since 2010, and officers at all three City Elementary Schools since 2019. These positions have been funded over the years by a combination of funds from the general fund, funds from City Schools, and various grant programs. The School Resource Officer Program is a valuable asset to the city and the school system. The State of Tennessee created a grant program administered by the TN Department of Safety and Homeland Security to supply funding to cities and counties in the state to insure all public schools have a full-time certified law enforcement officer serving as an SRO in each school. This grant program and its funding is set up to be an annually-recurring program. To qualify for the grant and receive the funding in the amount of \$75,000 per SRO, the City of Elizabethton, Elizabethton City Schools, and the Elizabethton Police Department must accept the grant conditions in the form of adopting the attached Memorandum of Understanding. Additionally the City and Elizabethton City Schools have developed an addendum to the MOU to address additional items that have historically been addressed in previous MOU's.

Findings/Current Activity: For the grant this year, we are requesting funding for one additional School Resource Officer to serve at the Community Development and Engagement Center, located adjacent to Elizabethton High School on Bemberg Road. This facility houses the Alternative High School. This additional SRO position has been included in the approved 26/27 budget, pending state approval of this additional funding request.

Financial Impact: By acceptance of this grant program, the City will receive \$75,000 for each SRO. This is a total of \$450,000 to be used for payroll, benefits, training, and equipment for the six SRO's.

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

Attachments:

[TN 2026 SRO Grant and Attachment A.pdf](#)

[TN 2026 SRO Grant MOU Attachment B.pdf](#)

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF ELIZABETHTON
AND
ELIZABETHTON POLICE DEPARTMENT
AND
ELIZABETHTON CITY SCHOOLS

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

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

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

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

WHEREAS, a "public charter school" shall be established and operated as set forth in the Tennessee Public Charter Schools Act (Tennessee Code Annotated Title 49, Chapter 13).

WHEREAS, an "alternative school" and "alternative program" shall be established and operated as set forth in Tennessee Code Annotated Title 49, Chapter 6, Part 34.

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

- I. PURPOSE OF MOU. The purpose of this MOU is to set forth the obligations of the Parties with respect to the placement of School Resource Officers ("SROs") in schools and with respect to planning and funding related thereto for the purpose of providing a law enforcement presence at each school. For the purposes of selecting and assigning SROs, the term "Sheriff" shall include the duly elected Sheriff or an authorized Sheriff Deputy designated by the Sheriff to oversee the SRO program. The term "Chief of Police" shall include the appointed Chief of Police or an authorized Officer designated by the Chief of Police to oversee the SRO program.
- II. AUTHORITY. This MOU is to serve as the template MOU for the SRO grant funded program authorized by Public Chapter 1142 of the 114th Tennessee General Assembly and shall be executed between a local law enforcement entity and the LEA or public charter school or alternative 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 OR ALTERNATIVE 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.

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- 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 or Alternative 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, Public Charter School, or Alternative 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, 2027. 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 to, after exercising good faith effort, 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), the Public Charter School, or the Alternative 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), Public Charter School, or Alternative School for the Local Education Agency (LEA), the Public Charter School, or the Alternative School and the Sheriff or Chief of Police shall administer this MOU on behalf of the County or City.

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

XVIII. GENERAL TERMS.

- A. Choice of Law and Forum. This MOU shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this MOU, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in the County in which the Local Education Agency (LEA), Public Charter School, or Alternative School is located.
- B. Notices. All notices, demands, and requests to be given hereunder by any Party shall be in writing and must be sent by certified or registered mail and shall be deemed properly given if tendered at the address below or at such other address as any Party shall designate by written notice to the other Parties.

County or City:	City of Elizabethton		
Street Address 1:	136 South Sycamore Street		
Street Address 2:			
City	Elizabethton	State: TN	ZIP Code 37643
ATTN	Daniel Estes, City Manager		

(Name of person or title of County/City Official):

Sheriff or	Name and Title:	Jason Shaw, Chief of Police	
Chief of Police:	Street Address 1:	511 East F Street	
	Street Address 2:		
	City	Elizabethton	State: TN ZIP Code 37643

Name of LEA or	Name of LEA or Public Charter School:	Elizabethton City Schools	
Public Charter	Street Address 1	804 South Watauga Avenue	
School or	Street Address 2		
Alternative	City	Elizabethton	State: TN ZIP Code 37643
School:	ATTN:	Richard VanHuss, Director of Schools	

[name or title of LEA, Public Charter School Official, or Alternative School Official]

- C. Entire Understanding and Modifications in Writing. This MOU and any exhibits included herewith at the time of execution of this MOU contain the entire MOU between the parties, and no statement, promises, or inducements made by any party or agency of any party that is not contained in this MOU shall be valid or binding and this MOU may not be

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enlarged, modified, or altered except in writing and signed by the parties and attached hereto.

- D. Dispute Resolution. The Parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the foregoing statement, any claims, disputes, or other matters in question between the Parties to this MOU, arising out of or relating to this MOU or breach thereof, shall be subject to and decided by a court of law.
- E. Assignment. The rights and obligations of this MOU are not assignable.
- F. Waiver. No waiver of any provision of this MOU shall be valid unless in writing and signed by the parties against who charged.
- G. Headings. The headings in the MOU are for convenience and reference and are not intended to define or limit the scope of any provision of this MOU.
- H. Employment Practices. No party shall subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities. The Parties shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform and Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts, and all other applicable laws.
- I. Independent Contractor. The relationship of the Parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this MOU. No party shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any presentation, act, or omission of any other party contrary to the terms of this paragraph.
- J. Severability. If any one or more of the covenants, agreements, or provisions of this MOU shall be held contrary to any expressed provisions of law or contrary to any policy of expressed law, although not expressly prohibited, or contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or provisions of this MOU.
- K. Specific Performance. The Parties recognize that the rights afforded to each under this MOU are unique and, accordingly, County or City shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective

rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.

- L. Compliance with Laws. The Parties shall comply with all laws of the United States of America, the State of Tennessee, and local laws and shall secure all necessary permits and licenses and keep the same in force during the term of this MOU.
- M. Property. Each party shall be responsible for acquiring, holding, and disposing of real and personal property used in the provisions of the services and obligations provided herein.
- N. Press Releases. In connection with the provision of SROs or the obligations or duties contained in this MOU, the Parties hereby agree that no party shall issue a press release or other similar external communications regarding this MOU, or otherwise related to the obligations or duties provided herein without written permission from all Parties. The Parties shall mutually agree on the language of any press release, provided that no Party shall unreasonably withhold its approval of the language. The Local Education Agency (LEA), Public Charter School, or Alternative 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), Public Charter School, or Alternative 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, Public Charter School,
or Alternative School

Signature of Sheriff or Chief of Police

DATE:

DATE:

Attachment A follows this page

ATTACHMENT A
SCHOOLS COVERED BY THIS MOU

East Side Elementary
800 Siam Road, Elizabethton
TDOE # 101-010

Harold McCormick Elementary
226 Cedar Avenue Elizabethton
TDOE # 101-020

West Side Elementary
1310 Burgie Street, Elizabethton
TDOE # 101-030

T.A. Dugger Junior High School
305 West E Street, Elizabethton
TDOE # 101-025

Elizabethton High School
908 Jason Whitten Way, Elizabethton
TDOE # 101-035

Community Development and Engagement Center /
Alternative High School
402 Bemberg Road, Elizabethton

ATTACHMENT B

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

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

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

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

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

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

Signature of LEA

Signature of Chief of Police

DATE: _____

DATE: _____

January 1, 2023

SENT VIA ELECTRONIC MAIL

Baseline Sports Construction
3600 Henson Rd.
Knoxville, TN 37921

Re: Indoor-Outdoor Athletic Surfacing with Related Equipment Products, Supplies, Installation and Services Contract #031622-SII

To whom it may concern:

I have reviewed Contract #031622-SII. Shaw Sports Turf's Form A response regarding distributor partners permits Baseline Sports Construction to provide services on behalf of Shaw Sports Turf as an authorized subcontractor. Baseline Sports Construction is incorporated into the Contract as a distributor partner for Shaw Sports Turf products and services.

If you have any questions or comments regarding the above, please do not hesitate to contact me.

Sincerely,

/s/ Dan Listug
Government Relations Associate
Sourcewell

PROPOSAL

TO: Richie Burrow
Elizabethton City Schools
804 S. Watauga Ave.
Elizabethton, TN 37643

JOB NAME: Elizabethton High School

Richie.burrow@ecschoools.net

LOCATION: Elizabethton, TN

PHONE: 423 895-6045

DATE: June 11, 2026

We hereby submit specifications and estimates for:

Clean, Crackfill and Resurface 5 tennis courts - 3,333 sq. yds. \$40,162.50

Scope of work to include the following:

- Cleaning and prep work – Clean courts by pressure washing.
- Cracks – Fill cracks with rigid material. Crackfill is a temporary fix. **Please note: Cracks will return as hairline cracks in short period of time.**
- Hardware – Existing net post foundations appear to be in good shape. Check and repair existing internal wind mechanisms and replace as necessary. New tennis nets shall also be installed at completion of job.
- Acrylic Surface – Install a three-coat system from NovaSports Acrylics playing surface. The first layer is a sand filled resurfacer coat to provide a base and texture and the second and third are textured color coats. Striping shall be done per USTA guidelines.
- Windscreen – Retie windscreen using 120lb tie wraps.

Use of Sourcewell co-op purchasing arrangement. **Shaw Sports Turf #031622-SII**

WE PROPOSE TO PERFORM THE ABOVE NAMED WORK FOR THE SUM OF: See Above

All material and workmanship are guaranteed for one (1) year after completion unless otherwise specified. Payment in full to be made upon completion of the described work; 1 1/2% interest per month will be applicable to any unpaid balance ten days after the invoice date.

Valid Through: 30 days

Submitted by: Will Ferguson
Will Ferguson

Acceptance of Proposal- The above prices, specifications, and conditions are satisfactory and are hereby accepted. Baseline Sports Construction, LLC is authorized to do the work as specified. Payment will be made as outlined above.

DATE OF ACCEPTANCE: _____ SIGNATURE: _____

Elizabethton City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Agendas PROPOSED	Descriptor Code: 1.403	Issued Date: 06/17/93
		Rescinds: 1.603	Issued: 08/24/90

1 The director of schools and chairman of the board (**the executive committee**) shall be responsible for
2 developing an agenda for each board meeting. Any board member may place items on the agenda for
3 discussion. The particular order may vary from meeting to meeting in keeping with the business at hand.

4 The agenda (which shall include the consent agenda), together with supporting materials, shall be
5 distributed to board members at least five (5) days prior to the scheduled date of the meeting. The
6 agenda shall be available for public inspection and/or distribution **on the school district website** when it
7 is distributed to the board members. **The final agenda, together with supporting materials, shall be**
8 **published on the school district website no later than forty-eight (48) hours prior to the regular board**
9 **meeting.**

11 At the beginning of each meeting the Board shall, by a majority vote, approve the agenda for the meeting,
12 which may involve the addition to or deletion of items previously included on the agenda. The Board,
13 however, may not revise board policies or adopt new ones, unless such action has been scheduled.

14 Staff members or citizens of the district may suggest items for the agenda.

15 For items to be considered on the agenda, they must be received in the director of schools' office at least
16 seven (7) days prior to the scheduled date of the meeting. The person(s) requesting an item on the agenda
17 shall forward any background information to the director of schools' office so that the material will be
18 included in the delivery to the board members prior to the meeting.

19 **CONSENT AGENDA**

20 While developing the agenda, the director of schools shall identify administrative, routine or non-
21 controversial items to be placed on the consent agenda, which shall become a part of the regular agenda.
22 If any member objects to including an item on the consent agenda, that item shall be moved to the regular
23 agenda as an action item requiring discussion. The remaining consent items shall be adopted in a single
24 vote without discussion.

25 **ANNUAL AGENDA**

At the beginning of each fiscal year, the Board shall adopt an annual planning calendar, stating month-by-month actions required by law and those required to carry out the Board's annual goals. ~~and objectives and the State Board of Education's performance standards.~~ In addition, the annual agenda shall designate dates to review designated sections of the board policy manual and to evaluate progress of programs for student achievement.

Legal References

1. [Public Acts of 2026, Chapter No. 699](#)

Cross References

Duties of Officers 1.201
Executive Committee 1.301
Appearances Before the Board 1.404

Elizabethton City Board of Education

Monitoring: Review: Annually, in July	Descriptor Term: School District Records PROPOSED	Descriptor Code: 1.407	Issued Date: 07/15/25
		Rescinds: 1.407	Issued: 09/16/21

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

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

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

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

REQUESTS FOR INSPECTION²

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

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

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

REQUESTS FOR COPIES²

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

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

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

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

FREQUENT AND MULTIPLE REQUESTS

When the total number of requests for copies made by a requestor within a calendar month exceeds four (4), the requestor may be charged a fee for any and all labor that is reasonably necessary to produce copies of the requested records. Prior to charging a reasonable fee, the requestor shall be notified of this policy and provided with a Notice of Aggregation of Multiple Requestors form. The Tennessee Comptroller of the Treasury, Office of Open Records Counsel Schedule of Reasonable Charges found at <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 names of persons inspecting records and the date of inspection shall be recorded.

DENYING REQUESTS FOR NONCOMPLIANCE⁷

Requests to Inspect a Public Record

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

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

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

Requests for Copies of Public Records

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

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

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

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,^{9,10}

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;^{11,12}

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;^{11,12,13} and

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

20 **DISTRICT PUBLIC RECORDS REQUEST COORDINATOR¹⁵**

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: records.request@ecschoools.net

25

Legal References

1. [TCA 49-2-301\(b\)\(1\)\(Z\)](#)
2. [TCA 10-7-503](#); [Public Acts of 2025, Chapter No. 94](#)
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\(g\)\(1\)\(D\)](#)

Cross References

Financial Reports and Records 2.701
Personnel Records 5.114
Student Records 6.600

Elizabethton City Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: Charter School Renewal PROPOSED	Descriptor Code: 1.905	Issued Date: 07/15/25
		Rescinds: 1.905	Issued: 10/23/18

1 ANNUAL NOTICE¹

2 The Director of Schools/designee shall annually notify the charter school of whether the charter school
3 is “on-track” or “off-track” for renewal. The status of each charter school shall be published in the
4 annual authorizing report.

5 INTERIM REVIEW

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

10 CUMULATIVE PERFORMANCE REPORT

11 Three (3) months prior to the date on which a charter school is required to submit a renewal
12 application, the Director of Schools/designee shall submit a performance report to the charter school
13 that summarizes the school’s performance record over the charter term and states the summative
14 findings concerning the school’s performance and prospects for renewal.³

15 APPLICATION AND EVALUATION

16 No later than April 1st of the year prior to the year in which the charter school agreement expires, the
17 governing body of a charter school shall submit a renewal application to the Board.⁴ The Director of
18 Schools/designee shall report each renewal application received to the Tennessee Public Charter
19 School Commission (“the Commission”) within ten (10) days of receipt.⁴

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

22 The Board will make renewal decisions by February 1st in the year the charter school agreement
23 expires.

24 RENEWAL CRITERIA⁵

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

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

High-Performing Charters

High-performing charter school renewal applications shall be automatically approved for renewal. A charter school will be deemed high-performing if it:¹

1. Has met or exceeded standards on at least seventy-five percent (75%) of the indicators in each section of the school performance framework in each of the three (3) immediately preceding school years;
2. Has attained a school composite level of “above expectations” or “significantly above expectations” as represented by the Tennessee Value-Added Assessment System (TVAAS) in each of the three (3) immediately preceding school years; and
3. Has had no significant audit findings during the term of the current charter agreement.

Within ten (10) days of the Board approving a high-performing charter school for renewal, the Director of Schools/designee shall report the approval to the Department of Education and the Commission.

Legal References

1. [Public Acts of 2026, Chapter No. 1012](#)
2. [TCA 49-13-121\(k\)](#)
3. [State Board of Education Policy 6.111](#)
4. [TCA 49-13-121\(a\)](#)
5. [TCA 49-13-121](#); [State Board of Education Policy 6.111](#)

Elizabethton City Board of Education

Monitoring:

Review: Annually, in
September

Descriptor Term:

Fiscal Management Goals

PROPOSED

Descriptor Code:

2.100

Issued Date:

08/31/99

Rescinds:

2.100

Issued:

09/26/90

The Board shall practice sound fiscal management which guarantees maximum use of all resources provided. The Board assumes responsibility, within its financial capabilities, for providing at public expense all items of equipment, supplies, and services that may be required in the interest of education in the schools under its jurisdiction.¹

In fiscal management, the Board shall achieve the following goals:

1. Engage in advance planning with the Director of Schools that incorporates community feedback;
2. Establish levels of funding which will provide quality education for the district's students; and
3. Require the Director of Schools to develop procedures for accounting, reporting, purchasing and delivery, payroll, payment of vendors and contractors, internal controls, and all other areas of fiscal management. Financial policies and accompanying procedures shall be reviewed annually to ensure ongoing compliance.²

Legal References

1. [*Internal School Funds Manual, Section 3-1*](#)
2. [*Tenn. Comptroller of the Treasury, Fiscal Health Principles for Tenn. School Districts and Local Governments \(2026\)*](#)

Cross References

School District Goals 1.700

Elizabethton City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Annual Operating Budget PROPOSED	Descriptor Code: 2.200	Issued Date: 09/20/18
		Rescinds: 2.200	Issued: 08/31/99

General

All school district budgets are the operational plans stated in financial terms for the fiscal year beginning July 1st ending June 30th the following year.¹ The Director of Schools is tasked with ensuring that the budget documents are presented in a clear and understandable manner. This may include providing narrative and visual tools that assist the public in understanding why the funds are needed and how they will be used.²

Central Office

BUDGET PREPARATION

Budget planning shall include an analysis of previous staffing, curriculum and facilities, and projections requiring additional staffing, curriculum modifications, and additional facilities.

The budget proposal shall be balanced, consistent with board policy and contract conditions, and include provisions for:

1. Programs to meet the needs of the entire student body;
2. Staffing arrangements adequate for proposed programs;
3. Maintenance of the district's equipment and facilities;
4. Efficiency and economy; and
5. An unrestricted fund balance of **three percent of the total operating expenditures. The Board shall determine the fund balance percentage that meets fiscal health standards and expectations of school board members and takes into consideration feedback from the City Council.**²

Budget preparation shall be the responsibility of the Director of Schools.³ The Director of Schools will establish procedures for the involvement of staff, including requests from department heads and principals, all of whom shall seek advice and suggestions from other staff.

The Director of Schools and the Board Chair shall develop a budget preparation calendar no later than January 1st. The calendar shall be used as a guide for coordinating the budgetary activities of individuals and groups, collecting budget data, reviewing budget problems, and making budget decisions.

HEARING AND REVIEWS

Budget documents, including the proposed budget, financial reports, and spending details shall be posted online and made available for inspection by various interested citizens or groups in the office of the Director of Schools.

Public feedback shall be gathered from input during public meetings, surveys, and/or advisory groups.

FINAL ADOPTION PROCEDURE

The Board shall adopt a budget and submit it to the City Council. The Director of Schools shall file with the Commissioner of Education a copy of the budget within ten (10) days after its adoption.⁴

Within thirty (30) days of the beginning of each fiscal year, the Director of Schools shall submit to the Commissioner a complete and certified copy of its entire school budget for the school year that is signed by the Director of Schools and the City Council.⁵

Beginning in 2027, the Director of Schools/designee shall annually provide the following to the Office of Research and Accountability in the office of the Comptroller of the Treasury by August 1:

1. A planning and budgetary report for the upcoming school year; and

2. An expenditure report for the immediately preceding school year.⁶

Legal References

1. *Internal School Funds Manual, Section 4-35*
2. *Tenn. Comptroller of the Treasury, Fiscal Health Principles for Tenn. School Districts and Local Governments (2026)*
3. TCA 49-2-203(a)(9)
4. TCA 49-2-301(b)(1)(X); TRR/MS 0520-01-02-.13(2)(a)
5. Public Acts of 2026, Chapter No. 1012
6. Public Acts of 2026, Chapter No. 1007

Cross References

Role of the Board of Education 1.101
Executive Committee 1.301

Elizabethton City Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Instructional Program PROPOSED	Descriptor Code: 4.100	Issued Date: 07/15/25
		Rescinds: 4.100	Issued: 03/29/90

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.¹

4 Sex shall be defined as the “immutable characteristics of the person’s reproductive system that identify
5 the person as male or female, as determined by anatomy and genetics existing at the time of birth.”²

6 Discrimination shall include antisemitism, defined as a certain perception of Jews, which may be
7 expressed as hatred toward Jews including, but not limited to, rhetorical and physical manifestations of
8 antisemitism directed toward Jewish or non-Jewish individuals and/or their property, toward Jewish
9 community institutions and religious facilities.³

10 GOALS

11 The Board approves the following instructional goals for students:

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

Legal References

1. [42 USCA § 2000d *et seq.*](#)
2. [Public Acts of 2026, Chapter No. 938](#)
3. [TCA § 49-50-1801; TCA § 49-50-1802](#)

Cross References

School District Goals 1.700
Student Goals 6.100
Student Concerns 6.305

Elizabethton City Board of Education

Monitoring:

Review: Annually, in
November

Descriptor Term:

Family Life Education

PROPOSED

Descriptor Code:

4.213

Issued Date:

07/16/24

Rescinds:

4.213

Issued:

09/16/21

1 General

2 A family life education program shall be implemented within the school district in compliance with state
3 law.¹

4 A parent/guardian who chooses not to have a student participate in the family life education program
5 shall submit such request in writing to the principal. A student who is excused from the program shall
6 be assigned alternative health activities and shall not be penalized academically.

7 FAMILY LIFE INSTRUCTION

8 The curriculum for the family life education program shall, in a manner that is age-appropriate and
9 factually and medically accurate, include the following:²

- 10 1. Teach the skills needed to make healthy decisions in all aspects of marriage and family life;
- 11
- 12 2. Encourage sexual health by helping students understand how the whole person is affected by
13 sexual activity as well as other risk behaviors;
- 14
- 15 3. Provide information about human reproduction, including conception, birth, and prenatal care,
16 as well as the process of adoption and its benefits;
- 17
- 18 4. Provide information on the family unit and the responsibilities and consequences related to sexual
19 activity, including the challenges of single teen parenting;
- 20
- 21 5. Promote only sexual risk avoidance through abstinence and the positive results of avoiding sexual
22 activity;
- 23
- 24 6. Provide instruction on the detection, intervention, prevention, and treatment of child sexual
25 abuse, including such abuse that may occur in the home, and human trafficking in which a victim
26 is the child;
- 27
- 28 7. Provide instruction on the prevention of dating violence;
- 29
- 30 8. Encourage communication between parent(s)/guardian(s) and students; and
- 31

9. Address the legal aspects of sexual activity with emphasis on the rights of the student.

10. Include the presentation of a high-quality, computer-generated animation or high-definition ultrasound of a least three (3) minutes in duration that shows the development of the brain, heart, and other vital organs in early fetal development per state academic standards.³

Instruction in topics related to sexual activity are not age-appropriate for students in grades kindergarten through five (K-5) and shall not be taught as part of the family life curriculum. This does not prohibit instruction on detection, intervention, prevention, and treatment of child sexual abuse and human trafficking of children.⁴

The family life education program shall be reviewed annually to ensure that the prohibited items of instruction, as provided for in state law,³ are not included in the curriculum.

TRAINING ON INSTRUCTION

Personnel providing family life instruction shall receive training prior to presenting such instruction. Personnel shall conduct such instruction with maturity and discretion.

CHILD TRAFFICKING PREVENTION EDUCATION

Instruction on child trafficking prevention and awareness shall be provided for all students in grades K-12 in a manner that is age-appropriate, grade-appropriate, and advances each year through developmentally appropriate instruction and skill building.⁶

The Director of Schools/designee shall develop a plan to implement child trafficking prevention education into the district's health education instruction and present it to the Board for approval.

REPORTING²

At the beginning of each school year, the Director of Schools shall provide the contact information to the Department of Children's Services of each employee or trained professional providing instruction on family life curriculum related to child sex abuse, human trafficking, and internet crimes. The Director shall also report on the curriculum selected by the Board of Education.

Legal References

1. TCA 49-6-1302
2. TCA 49-6-1304; Public Acts of 2024, Chapter No. 571
3. Public Acts of 2024, Chapter No. 795
4. Public Acts of 2024, Chapter No. 970
5. TCA 49-6-1304(b)

Elizabethton City Board of Education

Monitoring:

Review: Annually, in November

Descriptor Term:

Instructional Use of Digital Devices

Descriptor Code:

4.215

Issued Date:

Rescinds:

Issued:

PROPOSED

General¹

In-person, teacher led instruction shall be the primary mode of instruction for students in grades kindergarten through five (K-5).

Digital devices shall be utilized in these grades only when there is a clear educational benefit, including use for remediation purposes. Further, electronic assessments and instructional tools shall be developmentally appropriate and aligned with state academic standards.

The Director of Schools shall provide guidance to staff on appropriate use of technology for these grades. The **Director of Technology** shall create a process for ensuring that digital instruction complies with this framework and state law.

SOCIAL MEDIA USE

Students in grades kindergarten through five (K-5) are prohibited from accessing social media platforms using district provided internet during the school day.

COMMUNICATION WITH PARENTS/GUARDIANS

At the beginning of each school year, the Director shall ensure that principals provide parent(s)/guardian(s) with information on digital device use in the classroom. This shall include the types of devices used and the instructional purposes for such use.

Legal References

1. [Public Acts of 2026, Chapter No. 808](#)

Cross References

Use of the Internet 4.406

Elizabethton City Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Extracurricular Activities PROPOSED	Descriptor Code: 4.300	Issued Date: 07/21/23
		Rescinds: 4.300	Issued: 12/16/04

General

The following shall be adhered to:

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

STUDENT CLUBS & ORGANIZATIONS⁴

All students under the age of eighteen (18) shall present a signed and dated statement from their parent/guardian before joining any club or organization or participating in activities of a club or

- 1 organization. The Director of Schools shall develop administrative procedures outlining this
- 2 recordkeeping process.

Legal References

1. [TCA 49-6-1002\(c\)](#)
2. [34 CFR § 106.41](#)
3. [Public Acts of 2026, Chapter No. 938](#)
4. [TCA 49-6-1031\(b\)](#)

Cross References

Special Use of School Vehicles 3.402
Interscholastic Athletics 4.301

Field Trips/Excursions/Competitions 4.302
Attendance 6.200

Elizabethton City Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Interscholastic Athletics PROPOSED	Descriptor Code: 4.301	Issued Date: 07/15/25
		Rescinds: 4.301	Issued: 09/16/21

General

No person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be treated differently from another person, or otherwise be discriminated against in any athletic program of the school. Equal athletic opportunities shall be provided for members of both sexes.¹

Sex shall be defined as the “immutable characteristics of the person’s reproductive system that identify the person as male or female, as determined by anatomy and genetics existing at the time of birth”.²

Student athletes shall only be allowed to participate in athletic activities or events that align with the student’s sex indicated on his/her original birth certificate.³ The Director of Schools/designee shall require the parent/guardian to provide the student’s original birth certificate prior to participation in any interscholastic athletics. If the original birth certificate is not available or does not indicate the student’s sex at the time of birth, the parent/guardian shall provide medical documentation showing evidence of the student’s sex at birth.

Interscholastic athletics shall be administered as a part of the regular school program and shall be the principal’s responsibility. Principals shall ensure that school regulations regarding participation in a sport are reasonable. Athletic schedules shall be filed in each principal’s office. The principal/designee shall accompany an athletic team on trips. Transportation of teams to athletic games is approved by the Board, provided the team’s school reimburses the Board for mileage.

Bylaws of the Tennessee Secondary School Athletic Association shall regulate the operation and control of athletics. The Director of Schools shall develop a code of conduct for all coaches to follow in order to ensure the health and safety of athletes.⁴

INSURANCE & PHYSICAL EXAMINATIONS

In the event that the school's insurance provider does not extend coverage to an athlete, the athlete shall provide proof of independently secured catastrophic coverage and liability coverage, with the school district as a named insured, of not less than the limits set forth in state law.⁵ It shall be the responsibility of the parent(s)/guardian(s) to provide health and hospitalization insurance for all students participating in interscholastic athletics.

Prior to participation in interscholastic athletics, every student shall complete an annual physical examination.⁶ The parent(s)/guardian(s) of each student shall be responsible for covering the cost of the examination, and these records shall be on file in the principal’s office.

1 **SCHEDULING CONFLICTS**

2 No principal or teacher shall dismiss his/her school or any group of students for the purpose of attending
3 the practice of any interscholastic sport during the school day without written permission from the
4 Board.⁷ This does not prevent regular physical training lessons in the daily school program.

5 Students shall not be required to attend a school athletic event, or event related to participation on a
6 school athletic team, if the event is on an official school holiday, observed day of worship, or religious
7 holiday. The student's parent/guardian shall notify the coach in writing three (3) full school days prior
8 to the event.⁸

9 **SEVERE WEATHER⁴**

10 Severe weather is any type of weather that could impede the safety of any athlete by compromising the
11 playing conditions of the interscholastic sport. Severe weather includes, but is not limited to, thunder,
12 lightning, and extreme temperatures. When severe weather is forecasted, suspension of play shall be
13 discussed with all players, coaches, and officials, if applicable.

14 All coaches who oversee or participate in outdoor training, practice, or competition shall annually
15 complete a heat illness prevention course approved by the Tennessee Department of Health as well as
16 receive training on activity modifications based on environmental conditions.

17 **PROHIBITION AGAINST HAZING**

18 Coaches, employees, and volunteers of the school district shall not encourage, permit, condone, or
19 tolerate hazing activities.⁹

20 **HOME SCHOOL STUDENT PARTICIPATION¹⁰**

21 Home school students shall be permitted to participate in accordance with TSSAA or TMSAA
22 guidelines. If a school is not a member with these organizations, home school students that are zoned
23 for the school shall be permitted to participate in interscholastic athletics to the same extent as other
24 students.

25 **VIRTUAL SCHOOL STUDENT PARTICIPATION¹¹**

26 Virtual school students shall be permitted to participate in accordance with TSSAA or TMSAA
27 guidelines. If a school is not a member with these organizations, virtual school students that are zoned
28 for the school shall be permitted to participate in interscholastic athletics to the same extent as other
29 students.

30 **PRIVATE SCHOOL STUDENT PARTICIPATION¹²**

31 While students from private schools are permitted to try out for interscholastic athletics teams, this
32 does not guarantee that they will make the team. As with all students, those from other schools shall
33 only be admitted to the team subject to the independent decision of the coach or other relevant school
34 official.

1

2 *Public Schools with TSSAA or TMSSAA Membership*

3 Private school students shall be permitted to participate in accordance with TSSAA or TMSAA
4 guidelines subject to the following conditions. These students must:

- 5 • Attend a private school that is not a member with TSSAA or TMSAA and serves fewer than
6 two-hundred (200) students in grades six through eight (6-8) or fewer than two hundred
7 students in grades nine through twelve (9-12);
8
9 • Satisfy the eligibility requirements established by TSSAA or TMSAA; and
10
11 • Reside within the geographic boundaries of the district.

12 These students shall be permitted to participate in athletic programs not offered by the private school,
13 but only in the middle or high school that they are zoned to attend.

14 *Public Schools without TSSAA or TMSSAA Membership*

15 If a school is not a member with these organizations and offers its students the opportunity to
16 participate in interscholastic athletic competition, private school students that are zoned for the school
17 shall be permitted to participate in interscholastic athletics to the same extent as other students.

Legal References

1. [34 CFR § 106.41](#); [20 USCA § 1681 et seq.](#)
2. [Public Acts of 2026, Chapter No. 938](#)
3. [TCA 49-6-310\(a\)](#)
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. [TCA 49-16-216](#)
12. [Public Acts of 2026, Chapter No. 893](#)

Cross References

Special Use of School Vehicles 3.402
Student Insurance Program 3.601
Extracurricular Activities 4.300
Attendance 6.200

Elizabethton City Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Grading System PROPOSED	Descriptor Code: 4.600	Issued Date: 11/21/24
		Rescinds: 4.600	Issued: 10/17/24

The Director of Schools shall develop an administrative procedure to establish a system of grading and assessment for evaluating and recording student progress and to measure student performance in conjunction with board-adopted content standards for grades K-8. The grading/assessment system shall follow all applicable statutes and rules and regulations of the State Board of Education. The grading/assessment system shall be uniform, district-wide, at comparable grade levels, except that the Director of Schools shall have the authority to establish and operate ungraded and/or unstructured classes in grades K-3 according to state rules and regulations.¹

The Director of Schools shall submit a copy of the grading and assessment systems to the Board before the system is implemented. These guidelines shall be communicated annually to students and parents/guardians.

Conduct grades are based on behavior and shall not be reflected in scholastic grades. Conduct shall be marked as follows:

A	Outstanding
B	Above Average
C	Average
D	Below Average
F	Fail

UNIFORM GRADING SYSTEM²

Schools teaching grades nine (9) through twelve (12) shall use the uniform grading system established by the State Board of Education. **This shall also apply to students enrolled in eighth grade for the grades achieved on high school courses.** Using the uniform grading system, students' grades shall be reported for the purposes of application for post-secondary financial assistance administered by the Tennessee Student Assistance Corporation. The district will also use this same scale for grades two through eighth.

Subject-area grades shall be expressed by the following letters with their corresponding percentage range for grades two through twelve:

<u>Grade</u>	<u>Value</u>	<u>GPA</u>
A	90-100	4
B	80-89	3
C	70-79	2
D	60-69	1
F	0-59	0

Grading floors with a minimum above zero are not permitted.³ This grading system shall be uniform throughout the school district for each grade.

Grades given at the end of each nine (9) weeks period will be determined from daily work, homework, written assignments and tests. The teacher will weigh the value of grades given for various assignments and tests within the applicable period in computing the grade. This procedure will enable the teacher to allow for individual student differences in the grading process. Any assignments and tests required of a student may be considered in the computation of his/her grade.

Kindergarten and First Grade Scale

For Kindergarten and first grade, the following grading scale will be used:

- 4 - Above - the student is working above grade level.
- 3 - Secure — the student is working on grade level and is secure working with skill.
- 2 - Developing — the student is working toward being on grade level, but skills are still developing.
- 1 - Beginning — the student is working below grade level.

Weighting for Advanced Coursework – Grades 9-12 and courses earning high school credit at the middle school.

Advanced coursework grades will be weighted with additional percentage points to calculate the semester average. Depending on the course taken, the following percentage points will be assigned:

- Honors Courses – three (3) percentage points;
- Local and Statewide Dual Credit, Capstone Industry Certification-Aligned four (4) percentage points; and
- Advanced Placement, and Dual Enrollment Courses – five (5) percentage points.

For courses that include a culminating exam (i.e., Industry Certification Aligned, Statewide Dual Credit, Local Dual Credit, and Advanced Placement Courses) students must sit for the appropriate exam in order to earn the additional percentage points.¹

If additional weighting is awarded prior to participation in the culminating exam, weighting will be removed if the student does not participate in the culminating exam by the end of the school year in which the course was completed.¹

Dual enrollment courses that are recognized for high school credit are eligible for the additional percentage point weighting for students who pass the dual enrollment course.¹

The district shall annually approve the list of such courses that meet the criteria listed above and shall provide this information readily to the public.¹

Additional percentage points shall be added at each grading period (9 weeks) as well as to the semester exam. Additional percentage points are not added to the final average since the points are already in the grade.¹

LOCAL GPA SCALE

Weighted GPA will be in effect for students in the class of 2024 and subsequent classes.

GPA CALCULATION FOR HIGH SCHOOL COURSES

<u>Grade</u>	<u>Regular</u>	<u>Honors/Industry Certification/WBL: Career Practicum</u>	<u>Statewide/Local Dual Credit/ Dual Enrollment</u>	<u>AP</u>
A	4	4.5	4.75	5
B	3	3.5	3.75	4
C	2	2.5	2.75	3
D	1	1.5	1.75	2
F	0	0	0	0

The Uniform Grading System (4.0 scale) must be used to calculate eligibility for financial assistance administered by the Tennessee Student Assistance Corporation.¹

If a course meets two (2) of the above categories, the student would receive the higher level of points.

LOTTERY SCHOLARSHIPS⁴

Each school counselor shall provide incoming freshman with information on college core courses required for lottery scholarships as well as necessary criteria (grade point average, ACT, and SAT score, etc.) that must be met in order to receive a scholarship.

Seniors may apply for the Tennessee HOPE Scholarship by completing the Free Application for Federal Student Aid (FAFSA). The FAFSA is available at the guidance office or online. Students shall be made aware of all applicable FAFSA deadlines and encouraged to submit applications in a timely manner.

Elementary school counselors should explain the HOPE Scholarship and its requirements to their students and impress upon them the benefits of making good grades.

LOTTERY SCHOLARSHIP DAY

Each school year, prior to scheduling courses for the following school year, schools teaching students in grades 8-11 shall conduct a lottery scholarship day for students and their parents.⁵

1 HONORS RECOGNITION

2 For the purposes of honors recognition Elizabethton City Schools will use the following Latin System:

3 *summa cum laude* 4.25 and above

4 *magna cum laude* 4.00-4.24

5 *cum laude* 3.75-3.99

Legal References

1. [TCA 49-2-203\(b\)\(16\)](#); [TCA 49-2-301\(b\)\(1\)\(H\)](#); [Public Acts of 2026, Chapter No. 901](#)
2. [TRR/MS 0520-01-03-.02](#); [State Board of Education Policy 3.301](#); [TCA 49-6-407](#)
3. [TCA 49-6-407\(c\)\(2\)](#)
4. [TCA 49-4-904](#), [905](#), [907](#)
5. [TCA 49-4-932\(f\)](#)

Cross References

Alternative Credit Options 4.209
Credit Recovery 4.210
Reporting Student Progress 4.601
Honor Roll, Awards, & Class Ranking 4.602
Promotion and Retention 4.603
Transcript Alterations 4.608

Elizabethton City Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Promotion and Retention PROPOSED	Descriptor Code: 4.603	Issued Date: 03/20/25
		Rescinds: 4.603	Issued: 04/20/25

General

All promotion and retention decisions shall be made on a case-by-case basis and comply with state and federal law. All decisions shall be made in consultation with a student's IEP and/or 504 team, if applicable.¹

Students who have difficulty in achieving the requirements for promotion may be considered for retention. Schools shall identify these students by February 1st. Factors used to identify students for retention shall include:²

1. Ability to perform at the current grade level;
2. Results of local assessments, screening, or monitoring tools;
3. State assessments, as applicable;
4. Home Literacy Reports;³
5. Overall academic achievement of the student;
6. Likelihood of success with more difficult material if promoted to the next grade;
7. Attendance record; and
8. The student's maturity.

Students may be identified for retention after the February 1st deadline if the delay in identifying a student is due to:⁴

1. Date of enrollment;
2. Additional information acquired after results of local assessment, screening, or monitoring are released;

VOLUNTARY RETENTION⁵

A parent/guardian of a student enrolled in kindergarten through second grade may choose to retain his/her student in the current grade level if:

1. The student has a documented academic or behavioral delay; and
2. The parent/guardian believes that retention may benefit the student.

This information shall be submitted in writing within thirty (30) days of the end of the school year. The district shall send written notice to the parent/guardian confirming whether the student is eligible for retention under state law.

PROMOTION PLANS⁶

When a student is identified for retention, the student's parent(s)/guardian(s) shall be notified within fifteen (15) calendar days, and an individualized promotion plan shall be developed to help the student avoid retention. The plan shall be developed in coordination with the student's teachers, IEP or 504 team, if applicable, and may also include input from the student's parent(s)/guardian(s), school counselor, or other appropriate school personnel.

Promotion plans shall incorporate evidence-based strategies, including expectations and measurements that will verify whether a student has made sufficient progress to be promoted to the next grade level, and be tailored to the student's learning needs. Promotion plans for students in third and fourth grade will include additional requirements for promoting students in these grades. A copy of the plan will be provided to the student's parent(s)/guardian(s), and the school shall offer the opportunity for a parent-teacher conference to discuss the plan. If a student is not making progress on the promotion plan, then the strategies shall be modified. Parent(s)/guardian(s) shall be provided with any changes to the promotion plan.

A student who demonstrates sufficient academic progress according to his/her promotion plan shall be promoted to the next grade level unless retention is required per additional requirements for students in third and fourth grade.⁷

If a student has not demonstrated sufficient academic progress according to his/her promotion plan by the end of the school year, the student shall be eligible to enroll in a summer reading or learning program, if available. Parent(s)/guardian(s) shall be notified of a decision for retention at least ten (10) calendar days prior to the start of the next school year if the student was enrolled in a summer program. However, if the student wasn't enrolled in a summer program, the parent(s)/guardian(s) shall be notified of a decision for retention at least thirty (30) calendar days prior to the start of the next school year.⁸

RETENTION⁷

A student may be retained when such retention is in the best interests of the student or when retention is required per additional requirements for students in third and fourth grade.

Decision of Retention – General⁹

If a student is retained, the Director of Schools/designee shall develop an individualized academic remediation plan within thirty (30) calendar days after the beginning of the next school year. A copy of the plan shall be provided to the student's parent(s)/guardian(s) within ten (10) calendar days of its development. The plan shall include at least one of the following strategies:

1. Adjustment to the current instructional strategies or materials;
2. Additional instructional time;
3. Individual tutoring;
4. Modification to the student's classroom assignment to ensure the student receives instruction from a teacher with a level of overall effectiveness of above expectations (level 4) or significantly above expectations (level 5); or
5. Attendance or truancy interventions.

A student shall not be retained more than once in any grade. The progress of students who are retained shall be closely monitored and reported to parent(s)/guardian(s) at least three (3) times during the school year in which the student is retained. The Director of Schools shall develop procedures to ensure appropriate recordkeeping of students who are retained.

Decision of Retention – Third Grade¹⁰

Third grade students shall not be promoted to the next grade unless they are determined to be proficient (i.e., receive a performance level rating of “on track” or “mastered”) in English language arts (ELA) based on the student's most recent TCAP test.

Students who are not proficient in ELA may still be promoted if the following conditions are met:

1. A student in third grade receiving a performance level rating of “approaching” on the ELA portion of the student's most recent TCAP test may be promoted if:
 - a. The student is an English language learner and has received less than two (2) full years of ELA instruction;
 - b. The student was previously retained in grades K-3;
 - c. The student is retested before the next school year and scores proficient in ELA;
 - d. The student attends a learning loss bridge camp before the next school year, maintains a ninety percent (90%) attendance rate, and demonstrates adequate growth on the post-test at the end of the camp;
 - e. The student receives tutoring for the entirety of the next school year in accordance with state law;
 - f. Beginning with the 2023-2024 school year, the student demonstrates proficiency in ELA standards by scoring within the fiftieth percentile on the most recently administered state-provided benchmark assessment and the district provides tutoring services to the student during the entire fourth grade school year and notifies the student's parent/guardian, in writing, of the benefits of enrolling the student in summer programming; or
 - g. The student was administered a state-mandated assessment pursuant to TCA 49-1-616(d) as a third-grade student and the student demonstrates proficiency in ELA based on the student scoring within the fiftieth percentile on the most recently administered universal reading screener approved by the State Board of Education or the Tennessee

universal reading screener.¹¹

- 2.
- A student in third grade receiving a performance level rating of “below” on the ELA portion of the student’s most recent TCAP test may be promoted if:

- a. The student is an English language learner and has received less than two (2) full years of ELA instruction;
- b. The student was previously retained in grades K-3;
- c. The student is retested before the next school year and scores proficient in ELA; or
- d. The student attends a learning loss bridge camp before the next school year, maintains a ninety percent (90%) attendance rate, and receives tutoring for the entirety of the next school year in accordance with state law.

Decision of Retention – Fourth Grade¹⁰

Students in the following categories may be promoted to fifth grade if they demonstrate adequate growth on the fourth-grade ELA portion of the TCAP test:

1. A student who was promoted to fourth grade due to receiving tutoring for the entirety of the fourth-grade school year; and
2. A student who was promoted to fourth grade due to attending a learning loss bridge camp while maintaining a ninety percent (90%) attendance rate and receiving tutoring for the entirety of the fourth grade school year.

If a student that was promoted to fourth grade under one of the provisions above does not demonstrate adequate growth on the fourth-grade ELA portion of the TCAP test, then the following shall occur:

1. The student’s principal shall convene a conference consisting of the following parties: the student’s parent(s)/legal guardian, the student’s ELA teacher, and the student’s principal.
2. The conference shall review the student’s fourth grade ELA performance to determine if the student should be promoted to fifth grade.
3. At the conclusion of the conference, a majority of the parties shall agree to one of the following:
 - a. The student will be promoted to fifth grade and be assigned a tutor for the entirety of the student’s fifth-grade year; or
 - b. The student will be retained in fourth grade. A student shall not be retained more than once in fourth grade.

Decision of Retention – Students with Disabilities¹²

Retention and promotion decisions shall be made on a case-by-case basis and in consultation with the student’s IEP and/or 504 team to determine whether the student’s performance on the ELA portion of TCAP was due to the student’s disability. The school district shall not retain a student with a disability or a suspected disability that impacts their ability to read.

1 APPEALS^{8,13}

2 When a student is identified for retention, the parent(s)/guardian(s) shall be notified about the decision
 3 to retain the student and provided with information on the right to appeal the decision. Appeals shall be
 4 made to a committee appointed by the principal within five (5) days. The student and his/her
 5 parent(s)/guardian(s) shall be provided written or actual notice of the appeal hearing and shall be given
 6 the opportunity to address the committee. The committee shall conduct a hearing within ten (10) days to
 7 determine if the student will be promoted and issue such decision within five (5) days. Upon notification
 8 of the committee decision, the principal shall send written notification to the Director of
 9 Schools/designee and the parent(s)/guardian(s). The notification shall advise parent(s)/guardian(s) of
 10 their right to appeal such action within five (5) days to the Director of Schools/designee.

11 The appeal shall be heard no later than ten (10) business days after the request for appeal is received. A
 12 decision shall be issued within five (5) business days.

13 Within five (5) business days of the Director of Schools/designee rendering a decision, the student's
 14 parent(s)/guardian(s) may request a hearing by the Board, and the Board shall review the record.
 15 Following the review, the Board may affirm or overturn the decision of the Director of Schools/designee.
 16 The action of the Board shall be final.

17 For students where retention is required per the additional requirements for students in third and fourth
 18 grade, parent(s)/guardian(s) may appeal this decision in accordance with state law.⁷

Legal References

1. [20 USCA § 1400 *et seq.*; 29 U.S.C. § 794 \(Section 504\); TRR/MS 0520-01-03-.16; TCA 49-6-3115](#)
2. [TRR/MS 0520-01-03-.16\(5\)](#)
3. [TCA 49-1-905\(e\)](#)
4. [TRR/MS 0520-01-03-.16\(4\)](#)
5. [TCA 49-6-314; TRR/MS 0520-01-03-.16\(6\)](#)
6. [TRR/MS 0520-01-03-.16\(6\)](#)
7. [TRR/MS 0520-01-03-.16\(7\)\(f\)](#)
8. [TRR/MS 0520-01-03-.16\(7\)\(e\)](#)
9. [TRR/MS 0520-01-03-.16\(7\)\(g\)](#)
10. [TRR/MS 0520-01-03-.16\(8\)](#)
11. [Public Acts of 2026, Chapter No. 1030](#)
12. [29 U.S.C. § 794 \(Section 504\); 20 USCA § 1400 *et seq.*; TRR/MS 0520-01-03-.16\(7\)\(e\); TCA 49-6-3115\(a\)\(3\)](#)
13. [TRR/MS 0520-01-03-.16\(3\); TRR/MS 0520-01-02-.17\(7\); TCA 49-6-3102\(e\)\(1\)](#)

Cross References

Credit Recovery 4.210
 Grading System 4.600
 Reporting Student Progress 4.601
 Attendance 6.200
 Student Assignments 6.205
 Homeless Students 6.503
 Student Records 6.600

Elizabethton City Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Graduation Requirements PROPOSED	Descriptor Code: 4.605	Issued Date: 09/16/21
		Rescinds: 4.605	Issued: 08/20/19

General

The program of studies shall include areas required by the State Board of Education.

Before high school graduation, every student shall:¹

1. Achieve the specified twenty-two (22) units of credit;
2. Take the required end-of-course exams;
3. Have satisfactory records of attendance and conduct;
4. Take the ACT or SAT prior to graduation;² and
5. Pass a United States civics test.³

If a middle school student successfully completes any of the State Board-required high school credits, as evidence by a passing grade in the course prior to grade nine (9), the student shall receive graduation credit for that coursework.⁴

Additionally, Cyclone Achievement Program (CAP) students must achieve the specified 22 units of credit to receive a Tennessee state diploma. Credit requirements for transfer students will be reviewed on a case-by-case basis.

SPECIAL EDUCATION STUDENTS⁵

Special education students who earn the prescribed twenty-two (22) credit minimum shall be awarded a regular high school diploma.

Students who have received the below diplomas shall continue to make progress towards a regular high school diploma until the end of the school year in which they turn twenty-two (22) years old.

Special Education Diploma

A special education diploma shall be awarded to students who have not met the requirements for a regular high school diploma but have:⁶

1. Completed four (4) years of high school;

2. Made satisfactory progress on their IEP; and

3. Maintained satisfactory records of attendance and conduct.

Occupational Diploma

Special education students who do not meet the requirements for a regular high school diploma may be awarded an occupational diploma if the student has:^{1,5}

1. Completed at least four (4) years of high school;

2. Made satisfactory progress on their IEP;

3. Maintained satisfactory records of attendance and conduct;

4. Completed the occupational diploma Skills, Knowledge, and Experience Mastery Assessment (SKEMA); and

5. Has two (2) years of paid or non-paid work experience.

The decision to attain an occupational diploma shall be made at the conclusion of the student's 10th grade year or two (2) academic years prior to the expected graduation date.

Alternate Academic Diploma

Special education students who do not meet the requirements for a regular high school diploma may be awarded an alternate academic diploma if the student has:⁵

1. Completed at least four (4) years of high school;

2. Participated in the high school alternate assessment;

3. Earned the prescribed twenty-two (22) credit minimum;

4. Made satisfactory progress on their IEP;

5. Maintained satisfactory records of attendance and conduct; and

6. Completed a transition assessment that measures postsecondary education and training, employment, independent living, and community involvement.

STUDENT LOAD

All full time students in grades 9-12 shall be enrolled each semester in subjects that produce a minimum of five (5) units of credit for graduation per year. Students with hardships and gifted students may appeal this requirement to the Director of Schools and then to the Board.⁷

EARLY GRADUATION⁸

High school students shall be permitted to complete an early graduation program. Students intending to graduate early shall inform the school principal of this intent prior to the beginning of 9th grade or as soon thereafter as the intent is known.

In order to graduate early, students must meet the following requirements:

1. Earn the required seventeen (17) credits;
2. Achieve a benchmark score for each required end-of-course exam;
3. Attain a cumulative GPA of at least 3.2 on a 4.0 scale;
4. Meet the minimum ACT or SAT benchmark score;
5. Obtain a qualifying benchmark score on a world language proficiency assessment; and
6. Complete at least two (2) types of the following courses:
 - a. AP;
 - b. IB;
 - c. Dual enrollment; or
 - d. Dual credit.

The director of schools shall develop administrative procedures to ensure that the early graduation program is conducted in accordance with state law.

High school students shall be permitted to complete an early graduation program. Students intending to graduate early shall inform the school principal of this intent prior to the beginning of 9th grade or as soon thereafter as the intent is known.

In order to graduate early, students shall meet the following requirements:

7. Earn the required seventeen (17) credits;
8. Achieve a benchmark score for each required end-of-course exam;
9. Attain a cumulative GPA of at least 3.2 on a 4.0 scale;
10. Meet the minimum ACT, SAT, or Classic Learning Test (CLT) benchmark score;
11. Obtain a qualifying benchmark score on a world language proficiency assessment; and
12. Complete at least two (2) types of the following courses:
 - a. AP;
 - b. IB;
 - c. Dual enrollment; or
 - d. Dual credit.

The Director of Schools shall develop administrative procedures to ensure that the early graduation program is conducted in accordance with state law, including reporting the total number of requests to graduate early to the TN Department of Education.⁹

Legal References

1. [TCA 49-6-6001](#); [State Board of Education Policy 2.103](#);
[TRR/MS 0520-01-03-.06](#)
2. [TCA 49-6-6001\(b\)](#); [State Board of Education Policy 2.103](#)
3. [TCA 49-6-408](#); [State Board of Education Policy 2.103](#)
4. [State Board of Education Policy 2.102](#)
5. [TRR/MS 0520-01-03-.06](#); [State Board of Education Policy 2.103](#)
6. [TCA 49-6-6005](#); [State Board of Education Policy 2.103](#)
7. [TRR/MS 0520-01-03-.06\(19\)](#)
8. [TCA 49-6-8103](#); [State Board of Education Policy 2.103](#);
[Public Acts of 2026, Chapter No. 912](#)
9. [Public Acts of 2026, Chapter No. 1040](#)

Cross References

Class Size Ratios 4.201
Alternative Credit Options 4.209
Honor Roll, Awards, & Class Ranking 4.602

Elizabethton City Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Equal Opportunity Employment PROPOSED	Descriptor Code: 5.104	Issued Date: 01/16/90
		Rescinds: 5.105	Issued:

~~Opportunity for employment, as well as continuation and advancement in employment, shall be afforded equally to members of all races, creeds, colors, sexes, religions, ages, national origins, and individuals with disabilities or veteran status with regard only for qualifications for the position involved.^{4,2}~~

Opportunity for employment as well as continuation and advancement in employment shall be afforded equally to:

- members of all races;
- all creeds;
- all colors;
- either sex (Sex shall be defined as the “immutable characteristics of the person’s reproductive system that identify the person as male or female, as determined by anatomy and genetics existing at the time of birth” unless otherwise required by federal law);
- all religions;
- individuals irrespective of age;
- all national origins;
- individuals with disabilities; and
- veteran status

with regard only for qualifications for the positions involved.¹

Legal References:

- [U.S. Constitution, Amendment XIV; Title VII, Civil Rights Act of 1964; Public Acts of 2026, Chapter No. 938; *Bostock v. Clayton Cnty., Georgia*, 590 U.S. 644, 140 S. Ct. 1731, 207 L. Ed. 2d 218 \(2020\); Title VI, Civil Rights Act of 1964; Title IX, Education Amendments of 1972; Age Discrimination Act of 1967; Section 504 of the Rehabilitation Act of 1973; 42 USCA § 12101-12213; TCA 50-10-101](#)

Cross References:

Section 504 and ADA Grievance Procedures 1.802
Recruitment of Employees 5.105
Discrimination/Harassment of Employees 5.500
Complaints and Grievances 5.501

Elizabethton City Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Application and Employment PROPOSED	Descriptor Code: 5.106	Issued Date: 07/21/23
		Rescinds: 5.106	Issued: 08/18/22

APPLICATION

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

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

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

Professional Employees

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

No person shall be employed:

- Who does not hold a valid license to teach or a temporary permit to teach from the State Board of Education;⁶
- Who has been identified by the Department of Children's Services, or on a similar registry in another jurisdiction, as a perpetrator of child abuse, severe child abuse, child sexual abuse, or child neglect or who poses an immediate threat to the health, safety, or welfare of children;⁷
- Who is listed on the state's abuse of vulnerable persons registry maintained by the Department of Health, or on a similar registry in another jurisdiction;⁷
- Who does not present a physician's certificate showing a satisfactory health record or has any contagious or communicable disease in such form that might endanger the health of school children;⁸
- Who refuses to take and subscribe to an oath to support the Constitution of the State of Tennessee and of the United States of America;⁹
- Who has not had their information verified using E-Verify;**¹⁰

7. Who fails to make a full disclosure of any prior criminal record and any prior dismissals from employment for cause; or
8. Who does not receive a satisfactory background check.¹¹

Support Employees

No person shall be employed:

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

EMPLOYMENT

After checking references and receiving written recommendations, the Director of Schools shall hire and assign qualified applicants.

Initial Employment for Professional Employees

The Director of Schools shall notify such person, in writing, of the offer and conditions of employment. Upon receipt of employment notification, such person shall respond within the timeline established by state law.¹³ From the date of the written acceptance, such person is considered to be under employment with the district and is subject to all rights, privileges, and duties.

Legal References

1. [TCA 49-5-406](#); [TCA 49-5-413](#)
2. [State Board of Education Policy 5.501](#)
3. [TCA 49-5-406\(a\)\(2\)\(A\)](#)
4. [TCA 49-5-413\(c\)](#)
5. [TCA 49-2-131](#)
6. [TCA 49-5-403](#); [TCA 49-5-101](#); [TCA 49-5-106](#)
7. [TCA 49-5-413\(e\)](#)
8. [TCA 49-5-404](#)
9. [TCA 49-5-405](#)
10. [Immigration Reform and Control Act of 1986, Pub. L. No. 99-603, 100 Stat. 3359, 8 USCA § 1101 *et seq.*; Public Acts of 2026, Chapter No. 772](#)
11. [TCA 49-5-413\(a\), \(f\)](#)
12. [TCA 49-5-406\(b\)](#)

Cross References

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

Elizabethton City Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Compensation Guides & Contracts PROPOSED	Descriptor Code: 5.110	Issued Date: 07/15/25
		Rescinds: 5.110	Issued: 08/24/90

General

Certified personnel shall make a written contract at a fixed salary per month before entering upon their duties.¹

The Director of Schools shall establish the salary rating of all personnel and shall recommend the salary schedule to the Board for its approval.²

Contracts for certified personnel shall provide the following:³

1. A minimum of one hundred and eighty (180) working days;
2. A minimum of five (5) days for in-service education;
3. Ten (10) vacation days; and
4. Five (5) days as designated by the Board (teachers shall use one (1) day for parent-teacher conferences).

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

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

ACCRUED LEAVE & BENEFICIARIES⁵

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

Legal References

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. [TCA 49-5-717](#); [Public Acts of 2026, Chapter No. 909](#)

Cross References

School Calendar 1.800
Revenues 2.400
Payroll 2.802
Application and Employment 5.106

Elizabethton City Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Separation Practices for Tenured Teachers PROPOSED	Descriptor Code: 5.200	Issued Date: 07/21/22
		Rescinds: 5.200	Issued: 09/16/21

1 **SUSPENSION PENDING AN INVESTIGATION¹**

2 The Director of Schools may suspend a teacher at any time that may seem necessary, pending
3 investigation, or final disposition of a case before the Board or an appeal. If the matter under
4 investigation is not the subject of an ongoing criminal investigation or a Department of Children's
5 Services investigation, and if no charges for dismissal have been made, a suspension pending
6 investigation shall not exceed ninety (90) days in duration. Under no circumstances shall the Director of
7 Schools suspend a teacher with pay. If vindicated or reinstated, the teacher shall be paid full salary for
8 the period of suspension.

9 **SUSPENSION OF THREE DAYS OR LESS^{2,3}**

10 The Director of Schools/designee may suspend a teacher for incompetence, inefficiency, neglect of duty,
11 unprofessional conduct, and insubordination. Before a teacher is suspended, he/she shall be: (1) provided
12 with written notice, including the reasons for the suspension along with an explanation of the evidence;
13 (2) given an opportunity to respond to the Director of Schools at a conference, if requested within five
14 (5) days; and (3) given a written decision of the suspension within ten (10) days. Both parties may be
15 represented by counsel at the conference, which shall be recorded.

16 Under no circumstances shall a Director of Schools suspend a tenured teacher with pay. If reinstated,
17 the tenured teacher shall be paid full salary for the period of suspension, unless suspension without pay
18 is deemed to be an appropriate penalty.

19 **DISMISSAL OR SUSPENSIONS GREATER THAN THREE DAYS⁴**

20 When a tenured teacher is charged with offenses that may justify dismissal or a suspension greater than
21 three (3) days, the charges shall be made in writing, specifically stating the offenses that are charged,
22 and shall be signed by the party or parties making the charges.

23 If, in the opinion of the Board, the charges are of such nature as to warrant the dismissal or a suspension
24 greater than three (3) days of the teacher, the Director of Schools shall give the teacher a written notice
25 of this decision, a copy of the charges against the teacher, and a copy of a form provided by the
26 Commissioner of Education advising the teacher of his/her legal duties, rights, and recourse.

27 A tenured teacher who has been given notice of charges against him/her may within thirty (30) days after
28 receipt of notice give written notice to the Director of Schools of his/her request for a hearing.

29 The Director of Schools shall, within five (5) days after receipt of request, assign a hearing officer from
30 the list maintained by the Board.

The Board shall maintain a list of qualified individuals who have indicated a willingness to act as impartial hearing officers as defined under Tennessee law.

The hearing officer shall notify the parties, or their attorney, of the officer's assignment and direct the parties or the attorneys for the parties, or both, to appear before the hearing officer for simplification of issues and the scheduling of the hearing. That hearing shall be set no later than thirty (30) days following receipt of the initial request for a hearing. In the discretion of the hearing officer, all or part of any prehearing conference may be conducted by telephone if each participant has an opportunity to participate, be heard, and to address proof and evidentiary concerns. The hearing officer is empowered to issue appropriate orders and to regulate the conduct of the proceedings.

Either party may appeal to the Board an adverse ruling by giving written notice of appeal within ten (10) working days of the hearing officer's delivery of the hearing officer's written findings and conclusions. The Director of Schools shall prepare a copy of the proceedings, including all transcripts and evidence, documentary or otherwise, and transmit the same to the Board within twenty (20) working days of the receipt of the notice of appeal.

The Board shall hear the appeal on the record, and no new evidence may be submitted by either party. The appealing party may appear before the Board to argue why the adverse ruling should be overturned. In no event should such argument last more than fifteen (15) minutes unless the Board votes to extend additional time. At the conclusion of the hearing, any member of the Board may vote to sustain the decision of the hearing officer, send the record back for additional evidence, revise the penalty, or reverse the decision. The Board shall render its decision within ten (10) working days after the conclusion of the hearing. In the event the decision of the Board is appealed to the chancery court, the Board shall transmit the entire record prepared by the Director of Schools and reviewed by the Board to the chancery court for its review.

RESIGNATION

A teacher shall give the Director of Schools notice of resignation at least thirty (30) days before the effective date of the resignation. A teacher who fails to give such notice, in the absence of justifiable extenuating circumstances, shall forfeit all tenure status. The Board may waive the thirty (30) days' notice requirement and permit a teacher to resign in good standing.⁵

The conditions under which it is permissible to break a contract with the board are as follows:⁶

1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified statement of a physician approved by the board; or
2. The release by the Board of the teacher from the contract that the teacher has entered into with the Board.

Any teacher on leave shall notify the Director of Schools in writing at least thirty (30) days prior to the date of return if the teacher does not intend to return to the position from which he/she has taken leave. Failure to render such notice may be considered a breach of contract.⁷

~~Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with the State Board of Education and request the suspension of a teacher's license. After the State Board of~~

~~Education has provided the teacher an opportunity for defense during a hearing, the State Board of Education may suspend the license for no less than thirty (30) days and no more than three hundred sixty five (365) days.⁸~~

RETIREMENT

Retirement is a termination of services under conditions that will allow the teacher to draw benefits from retirement plans and/or Social Security benefits. Teachers eligible for retirement benefits may elect to retire at any age according to the provisions of the retirement system.

Central office personnel shall assist teachers in securing retirement benefits; however, it shall be the responsibility of the retiring teacher to provide verification of eligibility in writing from Tennessee Consolidated Retirement System (TCRS) to the central office. It shall be the responsibility of the retiring teacher to file for benefits.

Legal References

1. [TCA 49-5-511 \(a\) \(3\)](#)
2. [TCA 49-2-301 \(b\) \(1\) \(EE\)](#), [TCA 49-5-512 \(d\)](#)
3. [TCA 49-5-511 \(a\) \(2\)](#)
4. [TCA 49-5-511](#); [512](#); [513](#)
5. [TCA 49-5-508\(a\)](#); [TCA 49-5-411\(b\)](#); [Public Acts of 2026, Chapter No. 898](#)
6. [TCA 49-5-508 \(c\)](#)
7. [TCA 49-5-706](#)

Cross References

Public Hearings 1.401
Teacher Tenure 5.117
Recommendations and File Transfers 5.203

Elizabethton City Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Separation Practices for Non- Tenured Teachers PROPOSED	Descriptor Code: 5.201	Issued Date: 07/21/22
		Rescinds: 5.201	Issued: 09/16/21

1 SUSPENSION PENDING AN INVESTIGATION¹

2 The Director of Schools may suspend a teacher at any time that may seem necessary, pending
3 investigation, or final disposition of a case before the Board or an appeal. If the matter under investigation
4 is not the subject of an ongoing criminal investigation or a Department of Children's Services
5 investigation, and if no charges for dismissal have been made, a suspension pending investigation shall
6 not exceed ninety (90) days in duration. Under no circumstances shall the Director of Schools suspend
7 a non-tenured teacher with pay. If vindicated or reinstated, the non-tenured teacher shall be paid full
8 salary for the period of suspension.

9 SUSPENSION OF THREE DAYS OR LESS²

10 A Director of Schools/designee may suspend a teacher for incompetence, inefficiency, neglect of duty,
11 unprofessional conduct, and insubordination. Before a teacher is suspended, he/she shall be: (1) provided
12 with written notice, including the reasons for the suspension along with an explanation of the evidence;
13 (2) given an opportunity to respond to the Director of Schools at a recorded conference, if requested
14 within five (5) days; and (3) given a written decision of the suspension within ten (10) days. Both parties
15 may be represented by counsel at the conference, which shall be recorded.

16 Under no circumstances shall the Director of Schools suspend a non-tenured teacher with pay. If
17 reinstated, the non-tenured teacher shall be paid full salary for the period of suspension unless suspension
18 without pay is deemed to be an appropriate penalty.

19 DISMISSAL OR SUSPENSION GREATER THAN THREE DAYS²

20 The Director of Schools may dismiss or suspend for more than three (3) days any non-tenured teacher
21 during the contract year for incompetence, inefficiency, insubordination, improper conduct, or neglect
22 of duty after giving the non-tenured teacher, in writing, due notice of the charges.

23 The Director of Schools shall give the non-tenured teacher an opportunity for a full and complete hearing
24 before an impartial hearing officer.

25 The Board will appoint an impartial hearing officer to conduct such hearings. The hearing officer will
26 hear the case, and the teacher shall have the right to:

- 27 1. Be represented by counsel;
- 28 2. Call and subpoena witnesses;
- 29 3. Examine all witnesses; and
- 30 4. Require that all testimony be given under oath.

Factual findings and decisions in all dismissal cases shall be reduced to written form and delivered to the affected teacher within ten (10) working days following the close of the hearing. The teacher may appeal the decision to the Board within ten (10) working days of the hearing officer rendering the written decision to the teacher. Written notice of appeal to the Board shall be given to the Director of Schools. Within twenty (20) working days of receipt of notice, the Director of Schools shall prepare a copy of the proceedings, including all transcripts and evidence, documentary, or otherwise, and provide the Board a copy of the same.

The Director of Schools shall also have the right to appeal any adverse ruling by the hearing officer in the same manner as the non-tenured teacher.

The Board shall hear the appeal. No new evidence shall be introduced. The non-tenured teacher may appear in person or be represented by counsel and argue why the decision should be modified or reversed. The Board shall take one of the following actions:

1. Sustain the decision;
2. Send the record back if additional evidence is necessary; or
3. Revise the penalty or reverse the decision.

Before any decision to dismiss is made, a majority of the membership of the Board shall concur in sustaining the charges. The Board shall render a decision on the appeal within ten (10) working days after the conclusion of the hearing.

Within twenty (20) working days after receipt of notice of the decision of the Board, either party may appeal to the chancery court in the county where the school system is located. The Board shall provide the entire record of the hearing to the court.

NONRENEWAL

Non-tenured teachers are subject to the same rules and regulations and are entitled to the privileges of employment enjoyed by tenured teachers except that they have no claim upon continuing employment or tenure protections.

The principal is responsible for discussing deficiencies as part of the evaluation process with the non-tenured teacher and providing assistance for overcoming these deficiencies.

The Director of Schools is under no obligation to re-employ non-tenured teachers at the end of their contract period. If the Director of Schools determines not to renew the contract of a non-tenured teacher, the following action shall be taken:

1. The Board shall be notified at the next regular board meeting; and
2. Written notice of non-renewal shall be sent to the teacher by certified mail, overnight carrier, or by email within five (5) business days following the last instructional day for the school year.³ If the reason for nonrenewal is due only to a loss of funding for the position, then the notice shall include a statement listing it as the cause for nonrenewal.⁴

1 RESIGNATION

2 A teacher shall give the Director of Schools notice of resignation at least thirty (30) days before the
3 effective date of the resignation.⁵ The Board may waive the thirty (30) days-notice requirement and
4 permit a teacher to resign in good standing.

5 The conditions under which it is permissible to break a contract with the Board are as follows:⁶

- 6 1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified
7 statement of a physician approved by the Board; or
- 8 2. The release by the Board of the teacher from the contract which the teacher has entered into with
9 the Board.

10 Any teacher on leave shall notify the Director of Schools in writing at least thirty (30) days prior to the
11 date of return if the teacher does not intend to return to the position from which he/she has taken leave.
12 Failure to render such notice may be considered a breach of contract.⁷

13 ~~Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with~~
14 ~~the State Board of Education and request the suspension of a teacher's license. After the State Board of~~
15 ~~Education has provided the teacher an opportunity for defense during a hearing, the State Board of~~
16 ~~Education may suspend the license for no less than thirty (30) days and no more than three hundred~~
17 ~~sixty-five (365) days.⁸~~

18 RETIREMENT

19 Retirement is a termination of services under conditions which will allow the teacher to draw benefits
20 from retirement plans and/or social Security benefits.

21 Teachers eligible for retirement benefits may elect to retire at any age according to the provisions of the
22 retirement system. Central office personnel shall assist teachers in securing retirement benefits; however,
23 it shall be the responsibility of the retiring teacher to provide verification of eligibility in writing from
24 the Tennessee Consolidated Retirement System (TCRS) to the central office. It shall be the responsibility
25 of the retiring teacher to file for benefits.

26 *(Note: Nonrenewal of non-tenured teachers after the contract year is not suspension or dismissal and*
27 *does NOT follow the suspension/dismissal guidelines outlined in this policy. Rather, nonrenewal of non-*
28 *tenured teachers after the contract year follows the nonrenewal guidelines outlined in this policy.)*

Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301(b)(1)(EE); TCA 49-5-512
3. TCA 49-5-409
4. Public Acts of 2022, Chapter No, 678
5. TCA 49-5-508
6. TCA 49-5-411(a)
7. TCA 49-5-706
8. TCA 49-5-411(b)

Cross References

Public Hearings 1.401
Teacher Tenure 5.117
Recommendations and File Transfers 5.203

Elizabethton City Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Sick Leave PROPOSED	Descriptor Code: 5.302	Issued Date: 05/15/25
		Rescinds: 5.302	Issued: 11/16/21

PROFESSIONAL PERSONNEL

Professional personnel shall earn sick leave as outlined below and these days shall accumulate for an unlimited number of days.¹

- 10-month contract = 8 sick days earned per year
- 11-month contract = 9 sick days earned per year
- 12-month contract = 10 sick days earned per year

~~Professional personnel shall earn one (1) day of sick leave for each month employed during the school year, and these days shall accumulate for an unlimited number of days.¹~~

Sick leave shall be defined as: illness of a teacher from natural causes or accident, quarantine, illness or death of a family member of an ECS employee, and the immediate family of their spouse. The following is an approved list of immediate family:

Grandparents, parents, stepparents, **father/mother-in-law**, legal guardian, spouse (including a former spouse of a professional employee where school-age children are concerned), brothers(spouse), sisters (spouse), children (including an unborn child) (spouse), & grandchildren (spouse).

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

The principal shall notify the Director of Schools' office at once if an employee is sick beyond the limit of his sick leave accumulation.

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

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

SUPPORT PERSONNEL

Support personnel shall earn one (1) day of sick leave for each month an employee is employed. No sick leave is allowed for bus drivers.

Sick leave shall be defined as: illness of a teacher from natural causes or accident, quarantine, illness or death of a family member of an ECS employee, and the immediate family of their spouse. The following is an approved list of immediate family:

Grandparents, parents, stepparents, **father/mother-in-law**, legal guardian, spouse (including a former spouse of a professional employee where school-age children are concerned), brothers(spouse), sisters (spouse), children (including an unborn child) (spouse), & grandchildren (spouse).

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

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

SICK LEAVE BANK

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

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

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

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

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

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

Legal References

1. [TCA 49-5-710\(a\)\(1\); Public Acts of 2026, Chapter No. 1022](#)
2. [TRR/MS 0520-01-02-.04\(2\)](#)
3. [TCA 49-5-710\(a\)\(5\)](#)

Cross References

Workers' Compensation 3.602
Orientation and Probation 5.107
Short Term Leaves of Absence 5.300

4. [TCA 49-5-811](#)
5. [TCA 49-5-803](#)
6. [TCA 49-5-804](#); [TCA 49-5-805](#)
7. [TCA 49-5-807](#)
8. [TCA 49-5-808\(j\), \(m\)](#)
9. [TCA 49-5-806\(d\)](#)
10. [TCA 49-5-801 *et seq.*](#)

Family and Medical Leave 5.305
Physical Assault Leave 5.307

Elizabethton City Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Personal and Professional Leave PROPOSED	Descriptor Code: 5.303	Issued Date: 05/15/25
		Rescinds: 5.303	Issued: 04/20/23

PROFESSIONAL PERSONNEL

Professional employees shall earn personal and professional leave at the rate of two (2.5) days for each half-year employed for a total of five (5) days per year. Any personal and professional leave remaining unused at the end of a year shall be credited to sick leave.¹

~~Personal and professional leave shall be granted in accordance with laws of the State of Tennessee and rules and regulations of the State Board of Education.~~

~~Each professional employee shall be given four (4) personal days. At the end of the current school year, two (2) unused days will be carried over to two (2) equivalent sick days. The remaining days, if unused, will carry over as one half (1/2) sick day (each).¹~~

If, at the termination of services, any employee has been absent for more days than leave has been earned, an amount sufficient to cover the excess days used shall be deducted from the employee's final salary payment.²

PERSONAL LEAVE

Subject to the following conditions, personal leave may be taken at the discretion of the employee:

1. Except in emergency, each employee shall give the principal at least one day's notice in writing of intent to take leave;
2. The approval of the principal of the school shall be required:³
 - a. If more than ten percent (10%) of the teachers in any given school request its use on the same day;
 - b. If requested during any prior established student examination period;
 - c. If requested on the day immediately preceding or following a holiday or vacation period;
 - d. If personal leave is requested for days scheduled for professional development or in-service training, according to a school calendar adopted by the Board prior to the commencement of the school year; or
 - e. If personal leave is requested for days scheduled for parent-teacher conferences, according to a school calendar adopted by the Board prior to the commencement of the school year.
 - f. ~~If the proposed request imposes an undue hardship on the educational process of the school.~~

PROFESSIONAL LEAVE

Professional leave is a short, temporary absence for the purpose of attending workshops and other meetings relating to school business or serving on boards and commissions which meet during daytime hours when appointed by a mayor, city council, county executive or county commission.⁴

Requests shall be submitted to the principal at least five (5) days prior to requested leave of absence.

In addition, certificated employees shall be granted leave to serve on any board or commission of the state when the appointment is made by the Governor or General Assembly. Such leave shall not be counted against any other accumulated leave credits. The employee shall notify the principal at least five (5) days prior to leave being taken.⁴

SUPPORT PERSONNEL

Persons employed in support positions shall be granted three (3) personal days per year. Personal leave may be taken at the employee's discretion, provided it shall not be the day before or the day after a legal holiday, except with the department head's prior approval. Leave for personal reasons shall be requested at least one (1) day in advance of the anticipated leave and approved by the department head. Personal leave is non-cumulative. At the end of the current school year, one (1) unused personal days will be converted over to one (1) equivalent sick days. The remaining days, if unused, will carry over as one-half (1/2) sick day.

Bus drivers shall be compensated at the end of each fiscal year for unused personal days.

~~BEREAVEMENT LEAVE~~

~~A maximum of three (3) working days per occurrence may be granted to a certified or a non-certified employee following the death of an immediate family member. Bereavement leave is non-accumulative. Leave is granted by the director of schools or his designee.~~

~~Leave may be granted for an immediate family member of an ECS employee and the immediate family of their spouse. The following is an approved list of immediate family:~~

~~Grandparents, parents, stepparents, legal guardian, spouse (including a former spouse of a professional employee where school-age children are concerned), brothers (spouse), sisters (spouse), children (including an unborn child) (spouse), grandchildren (spouse).~~

Legal References

1. [TCA 49-5-711\(a\); Public Acts of 2026, Chapter No. 1022; TRR/MS 0520-01-02-.04\(3\)](#)
2. [TCA 49-5-711\(b\)](#)
3. [TCA 49-5-711\(c\)\(1\)](#)
4. [TCA 49-5-205](#)

Cross References

Short Term Leaves of Absence 5.300
Legislative Leave 5.309

Elizabethton City Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Complaints and Grievances PROPOSED	Descriptor Code: 5.501	Issued Date: 05/15/18
		Rescinds: 5.501	Issued: 08/31/99

EMPLOYMENT-RELATED COMPLAINTS/GRIEVANCES

The Board believes that differences of opinions arising in the course of employment should be resolved as quickly as possible and at the lowest supervisory level.

In instances of questions by an individual staff member concerning the interpretation of policies and procedures to that staff member, administrative practices within his/her particular school, and relationships with other employees, the staff member concerned must consult the administrative or supervisory personnel to whom he/she is responsible. If a satisfactory resolution of the problem cannot be reached after ample opportunity for consideration of the matter, the staff member concerned may discuss the matter with the next level of supervision up to and including the director of schools.

In instances where an individual staff member feels for personal reasons that he/she cannot discuss a problem with his/her immediate superior, he/she may take the problem directly to the director of schools. After review of the case, the director of schools shall take action as he/she deems appropriate and within a prompt, reasonable time shall notify all parties concerned of his decision.

HARASSMENT/DISCRIMINATION GRIEVANCES

Employees should notify any district complaint manger if they believe the Board, its employees or agents have violated their rights guaranteed by the State or federal Constitution, State or federal statute or board policy including: ^{1,2,3}

1. Title II of the Americans with Disabilities Act⁴
2. Title IX of the Education Amendments of 1972⁵
3. Section 504 of the Rehabilitation Act of 1973⁶
4. Claims of sexual harassment under Title VII of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972^{7,5}

The complaint manager will endeavor to respond and resolve complaints without resorting to this grievance procedure and, if a complaint is filed, to address the complaint promptly and equitably. The right of a person to prompt and equitable resolution of the complaint shall not be impaired by the person's

employee's pursuit of other remedies. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies and use of this grievance procedure does not extend any filing deadline related to the pursuit of other remedies.

1. *Filing a Complaint* — An employee who wishes to avail himself or herself of this grievance procedure may do so by filing a complaint with any district complaint manager. The employee may request a complaint manager of the same sex. Sex shall be defined as the “immutable characteristics of the person’s reproductive system that identify the person as male or female, as determined by anatomy and genetics existing at the time of birth” unless otherwise required by federal law.⁸ The complaint manager may request the employee to provide a written statement regarding the nature of the complaint. The complaint manager may assist the employee in filing a grievance.
2. *Investigation* — The complaint manager will investigate the complaint or appoint a qualified person to undertake the investigation on his or her behalf. The complaint and identity of the complainant will not be disclosed except (1) as required by law or this policy; or (2) as necessary to fully investigate the complaint; or (3) as authorized by the complainant. The complaint manager shall file a written report within ten (10) days of the filing of the grievance, of his or her findings with the director of schools. If a complaint of sexual harassment contains allegations involving the director of schools, the written report shall be filed with the Board. The director of schools shall keep the Board informed of all complaints.
3. *Decision and Appeal* — After receipt of the complaint manager's report, the director of schools shall render a written decision within five (5) days of the receipt of the report which shall be provided to the employee. If the employee is not satisfied with the decision, the employee may appeal the decision to the Board by making a written request to the complaint manager. The complaint manager shall be responsible for promptly forwarding all materials relative to the complaint and appeal to the Board. Thereafter, the Board shall render within thirty (30) days from the date the appeal was received, review the report and affirm, overrule or modify the decision and render a written finding which shall be provided to the complainant. This grievance procedure shall not be construed to create an independent right to a board hearing.

APPOINTING COMPLAINT MANAGERS

The director of schools shall appoint at least two complaint managers, one of each gender. The Federal Rights Coordinator may be appointed as a complaint manager.

Mr. ~~John Hutchins~~ Travis Thompson
804 S. Watauga Ave.

Dr. Myra Newman
804 S. Watauga Ave.

1 Elizabethton, TN 37643 Elizabethton, TN 37643
2 423-547-8000 423-547-8000

Legal References

1. [Age Discrimination Employment Act, 29 USCA § 621; 42 USCA § 6101; 34 CFR § 110.25](#)
2. [Equal Pay Act, 29 USCA § 206\(d\)](#)
3. [Immigration Reform and Control Act, 8 USCA § 1324](#)
4. [Americans with Disabilities Act, 42 USCA § 12101](#)
5. [Title IX of the Education Amendments, 20 USCA § 1681](#)
6. [Section 504 of the Rehabilitation Act, 29 USCA § 701](#)
7. [Title VII of Civil Rights Act, 42 USCA § 2000e](#)

Cross References

Section 504 and ADA Grievance Procedures 1.802
Equal Opportunity Employment 5.104
Discrimination/Harassment of Employees 5.500
Title IX & Sexual Harassment 6.304

Elizabethton City Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Staff Rights & Responsibilities PROPOSED	Descriptor Code: 5.600	Issued Date: 07/21/23
		Rescinds: 5.600	Issued: 07/18/17

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

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

Educators have the right to:²

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

Each staff member has the responsibility to:

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

- 1 2. To adhere to the Teacher Code of Ethics, to the extent applicable;⁷
- 2 3. Refrain from any sexually related behavior with students, including students who have graduated
- 3 or withdrawn in the immediately preceding twelve (12) months;⁸
- 4 4. Exercise good judgment in selecting issues for discussion and balance the relative maturity of
- 5 students and the students' right to know;
- 6 5. Be courteous and helpful in interacting and responding to parent(s)/guardian(s), visitors, and
- 7 members of the public;
- 8 6. Keep all records and prepare and submit promptly all reports that may be required by state law,
- 9 State Board of Education rules and regulations, board policy, and administrative procedures; and
- 10 7. Wear appropriate dress for work according to local school rules.

Legal References

1. [42 USCA § 2000e-2\(a\), \(b\); TCA 49-6-8004](#)
2. [TCA 49-5-209](#)
3. [TCA 49-6-2802](#)
4. [20 USCA § 1232g](#)
5. [TCA 49-6-4301](#)
6. [TCA 49-5-714](#)
7. [TCA 49-5-1001](#)
8. [Public Acts of 2026, Chapter No. 898](#)

Cross References

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

Elizabethton City Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Director of Schools Recruitment and Selection PROPOSED	Descriptor Code: 5.801	Issued Date: 02/23/15
		Rescinds: 5.801	Issued: 04/17/08

When a vacancy occurs, the appointment of a Director of Schools is a function of the Board.¹ The Board is responsible for finding the person it believes can most effectively translate into action the policies of the Board and the goals of the community and the professional staff.

The Board may employ a consultant to advise and assist the Board in the search and selection process. However, final selection shall rest with the Board after a thorough consideration of qualified applicants. An interim Director of Schools appointed during the time of a search shall not become a candidate unless the Board expressly permits such inclusion in the selection process. A board member may not apply for or in any other way be considered for the position of Director of Schools.²

If the Board chooses to conduct a search to fill the position, the Board shall initially develop the following:³

1. Job description;
2. Timeline;
3. System for accepting and reviewing applications, including a process for handling public versus non-public material (Note: Per state law, records of all applicants are public unless candidates request their records be made private); and
4. Selection process which shall include, but not be limited to, the following:
 - a. Candidates shall be interviewed by the Board in an executive session. All deliberation shall occur during public meetings.
 - b. The Board shall attempt to select a Director of Schools by unanimous vote during a regular meeting, but only a majority vote of the membership of the Board shall be required for the appointment of a Director of Schools.

Legal References

1. [TCA 49-2-203\(a\)\(13\)](#)
2. [TCA 49-2-203\(a\)\(1\)\(D\)](#)
3. [TCA 49-2-203\(a\)\(13\)\(B\)](#); [Public Acts of 2026, Chapter No. 1048](#)

Elizabethton City Board of Education			
Monitoring: Review: Annually, in February	Descriptor Term: Bereavement Leave PROPOSED NEW POLICY	Descriptor Code: 5.3031	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

1 **BEREAVEMENT LEAVE**

2 A maximum of three (3) working days per occurrence may be granted to a certified or a non-certified
3 employee following the death of an immediate family member. Bereavement leave is non-accumulative.
4 Leave is granted by the director of schools or his designee.

5 Leave may be granted for an immediate family member of an ECS employee and the immediate family
6 of their spouse. The following is an approved list of immediate family:

7 Grandparents, parents, stepparents, **father/mother-in-law**, legal guardian, spouse (including a former
8 spouse of a professional employee where school-age children are concerned), brothers (spouse), sisters
9 (spouse), children (including an unborn child) (spouse), grandchildren (spouse).

Elizabethton City Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Student Goals PROPOSED	Descriptor Code: 6.100	Issued Date: 01/29/90
		Rescinds: JA/JAA	Issued:

In order to establish an environment that is conducive to learning, the Board establishes the following goals:

1. To assure all students the same educational opportunities regardless of race, color, creed, religion, ethnic origin, disabilities, or sex. **Sex shall be defined as the “immutable characteristics of the person’s reproductive system that identify the person as male or female, as determined by anatomy and genetics existing at the time of birth”;**¹
2. To protect and observe the legal rights of students;
3. **To educate students with respect and encouragement;**
4. **To provide an environment where students can learn personal and civic responsibility for their actions through meaningful experiences;**
5. **To discipline students in a fair and constructive manner;**
6. To provide for the safety, health, and welfare of students; and
7. To promote faithful attendance and diligent effort.

Legal References

1. [20 USCA § 1703](#); [TCA 49-6-3109](#); [Public Acts of 2026, Chapter No. 938](#)

Cross References

School District Goals 1.700
Instructional Program 4.100
Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation 6.304

Elizabethton City Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Attendance PROPOSED	Descriptor Code: 6.200	Issued Date: 07/15/25
		Rescinds: 6.200	Issued: 03/16/23

Attendance is a key factor in student achievement and therefore, students are expected to be present each day school is in session.

The Director of Schools/designee shall ensure that this policy is posted in each school building and disseminated to all students, parents(s)/guardian(s), teachers, and administrative staff.

The Attendance Supervisor shall oversee the entire attendance program which shall include:¹

1. All accounting and reporting procedures and their dissemination;
2. Alternative program options for students who severely fail to meet minimum attendance requirements;
3. Ensuring that all school-age children attend school;
4. Providing documentation of enrollment status upon request for students applying for new or reinstatement of driver's permit or license; and
5. Notifying the Department of Safety whenever a student with a driver's permit or license withdraws.²

Student attendance records shall be given the same level of confidentiality as other student records. Only authorized school officials with legitimate educational purposes may have access to student information without the consent of the student or parent(s)/guardian(s).³

Absences shall be classified as either excused or unexcused as determined by the principal/designee. Excused absences shall include:⁴

1. Personal illness/injury;
2. Illness of immediate family member;
3. Death in the family;
4. Extreme weather conditions;

5. Religious observances;⁵

6. Pregnancy;

7. School-endorsed activities;

8. Summons, subpoena, or court order; or

9. Circumstances which in the judgment of the principal create emergencies over which the student has no control.

The principal shall be responsible for ensuring that:⁶

1. Attendance is checked and reported daily for each class;

2. Daily absentee sheets contain sign-in/sign-out sheets and indicate students present or absent for the majority of the day;

3. All student absences are verified;

4. Written excuses are submitted for absences and tardiness within three (3) days of returning to school;

5. System-wide procedures for accounting and reporting are followed.

TRUANCY

Annually, the Director of Schools/designee will provide written notice to parent(s)/guardian(s) that attendance at school is required. Students shall be present at least fifty percent (50%) of the scheduled school day in order to be counted present. Students may attend part-time days, alternating days, or for a specific amount of time as indicated in their Individualized Education Plan or 504 Plan and shall be considered present for school attendance purposes. If a student is required to participate in a remedial instruction program outside of the regular school day where there is no cost to the parent(s)/guardian(s) and the school district provides transportation, unexcused absences from these programs shall be reported in the same manner.⁷

A student who is absent five (5) days without adequate excuse shall be reported to the Director of Schools/designee who will, in turn, provide written notice to the parent(s)/guardian(s) of the student's absence. If a parent/guardian does not provide documentation within three (3) days of returning to school excusing those absences, or request an attendance hearing, then the Director of Schools shall implement the progressive truancy intervention plan described below prior to referral to juvenile court.

*Progressive Truancy Intervention Plan*⁸

Tier I of the progressive truancy plan shall apply to all students within the district and include schoolwide prevention-oriented supports to assist with satisfactory attendance. These supports shall include, but are not limited to, RTI²-B supports.

Tier II of the progressive truancy plan shall be implemented after the student accumulates five (5) unexcused absences, but before referral to juvenile court, and includes the following:

1. A conference with the student and the student's parent(s)/guardian(s);
2. An attendance contract, based on the conference, signed by the student, the parent(s)/guardian(s), and the Attendance Supervisor/designee. The contract shall include:
 - a. A specific description of the school's attendance expectations for the student;
 - b. The period for which the contract is effective; and
 - c. Penalties for additional absences and alleged school offenses, including additional disciplinary action and potential referral to juvenile court.
3. Regularly scheduled follow-up meetings to discuss the student's progress; and
4. A school employee shall conduct an individualized assessment detailing the reasons a student has been absent from school. The employee may refer the student to counseling, community-based services, or other services to address the student's attendance problems.

Tier III shall be implemented if the truancy interventions under Tier II are unsuccessful. Tier III shall consist of the following interventions: Scheduled to report back in front of Elizabethton City Schools Truancy Board, At Risk Cohort Meeting with school counselor or school administrator, Individual Assessment by school counselor or school administrator and/or possible Department of Children Services referral. The interventions shall address students' needs in an age-appropriate manner. Finalized plans shall be approved by the Director of Schools/designee.

Transfer Students and Truancy Tracking

The district shall request attendance records for students enrolling after the start of the school year from the previous public school district. Unexcused absences accumulated at a previous district for the current school year shall be factored into the student's placement on the truancy intervention plan tiers, if applicable.⁹

NON-SCHOOL SPONSORED EXTRACURRICULAR ACTIVITY⁹

A principal/designee may excuse a student to participate in non-school sponsored extracurricular activities. The principal shall document the approval in writing and shall excuse no more than ten (10) absences each school year. No later than seven (7) business days prior to the student's absence, the student shall provide documentation to the school as proof of the student's participation along with a written request for the excused absence from the student's parent/guardian. The request shall include the following:

1. Student's name and personal identification number;
2. Student's grade;

3. The dates of the student's absence;
4. The reason for the student's absence; and
5. The signatures of the student and parent/guardian.

RELEASED TIME COURSE¹⁰

A principal/designee may excuse a student to attend a course in religious moral instruction for up to one (1) class period per school day. Students shall not be excused during any class which requires an examination for state or federal accountability purposes.

Students shall only be permitted to attend courses provided by entities that certify in writing that they have complied with the background check requirements outlined in state law.¹¹ The student shall submit a written consent form signed by the student's parent/guardian prior to participation in the released time course. The principal/designee shall document the approval in writing. The student shall provide documentation to the principal/designee as proof of the student's participation in the released time course.

The district shall not be responsible for transporting students to and from the place of instruction.

MAKE-UP WORK

Students shall be allowed to complete make-up work for excused absences. Parents and students should refer to their child's school handbook for procedures on requesting and completing make-up work.

STATE-MANDATED TESTS/END-OF-COURSE EXAMS

Students who are absent the day of the scheduled end-of-course (EOC) exams shall have the opportunity to make-up exam within the testing window period.

EOC scores will be calculated into students' final grades based on the Testing Program Policy 4.700 requirements.

CREDIT/PROMOTION DENIAL

Credit/promotion denial determinations may include student attendance; however, student attendance may not be the sole criterion.¹² If attendance is a factor prior to credit/promotion denial, the following shall occur:

1. The student and the parent(s)/guardian(s) shall be advised if the student is in danger of credit/promotion denial due to excessive absenteeism; and
2. Procedures in due process are available to the student when credit or promotion is denied.

DRIVER'S LICENSE REVOCATION²

A student who has more than ten (10) consecutive or fifteen (15) unexcused absences during any semester shall be ineligible to retain a driver's permit or license.

ATTENDANCE HEARING¹³

Students with excessive (more than five (5)) unexcused absences or those in danger of credit/promotion denial shall have the opportunity to appeal to an attendance hearing committee appointed by the principal. If the student chooses to appeal, the student or his/her parent(s)/guardian(s) shall be provided written or actual notice of the appeal hearing and shall be given the opportunity to address the committee. The committee will conduct a hearing to determine if any extenuating circumstances exist to excuse an absence(s) or to determine if the student has met attendance requirements that will allow him/her to pass the course or be promoted. Upon notification of the attendance committee decision, the principal shall send written notification to the Director of Schools/designee and the parent(s)/guardian(s) of the student of any action taken regarding the excessive unexcused absences. The notification shall advise parent(s)/guardian(s) of their right to appeal such action within two (2) school days to the Director of Schools/designee.

The appeal shall be heard no later than ten (10) school days after the request for appeal is received.

Within five (5) school days of the Director of Schools/designee rendering a decision, the student's parent(s)/guardian(s) may request a hearing by the Board, and the Board shall review the record. Following the review, the Board may affirm or overturn the decision of the Director of Schools/designee. The action of the Board shall be final.

Legal References

1. [TCA 49-6-3006](#)
2. [TCA 49-6-3017\(c\)](#)
3. [20 USCA § 1232g](#)
4. [TRR/MS 0520-01-02-.17\(5\)](#); [State Board of Education Policy 4.100](#)
5. [TCA 49-6-2904\(b\)\(5\)](#)
6. [TCA 49-6-3007](#)
7. [TCA 49-6-3021](#)
8. [TCA 49-6-3007](#); [TCA 49-6-3009](#)
9. [Public Acts of 2026, Chapter No. 844](#)
10. [TCA 49-6-3022](#)
11. [TCA 49-2-130](#)
12. [TCA 49-2-130\(i\)](#)
13. [TCA 49-2-203\(b\)\(7\)](#); [TCA 49-6-3002\(b\)](#)
14. [TRR/MS 0520-01-02-.17\(7\)](#)

Cross References

School Calendar 1.800
 Extracurricular Activities 4.300
 Interscholastic Athletics 4.301
 Field Trips/Excursions/Competitions 4.302
 Reporting Student Progress 4.601
 Promotion and Retention 4.603
 Recognition of Religious Beliefs, Customs, & Holidays 4.803
 Voluntary Pre-K Attendance 6.2011
 Homeless Students 6.503
 Students in Foster Care 6.505
 Students from Military Families 6.506
 Student Records 6.600

Elizabethton City Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Home Schools PROPOSED	Descriptor Code: 6.202	Issued Date: 07/21/23
		Rescinds: 6.202	Issued: 09/16/21

General

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

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

1. Provide annual notice to the Director of Schools before the commencement of each school year of the intent to conduct a home school;
2. Submit to the Director of Schools the name, number, age, grade level of children involved, location of the school, curriculum to be offered, proposed hours of instruction, and qualifications of the parent-teacher;
3. Maintain attendance records, subject to inspection by the Director of Schools;
4. Submit attendance records to the Director of Schools at the end of each school year;
5. Provide instruction for at least four (4) hours per day for the same number of instructional days as required by state law;³
6. Possess a high school diploma or a high school equivalency credential approved by the State Board of Education;⁴
7. Ensure the administration to home school students of appropriate tests approved by the State Board of Education or a standardized test selected by the parent-teacher that provides nationally normed analytics in English and math in grades five (5), seven (7), and nine (9);⁵
8. Submit proof to the Director of Schools that other health services and examinations as required by state law have been received by the home school student; and
9. In the event of illness or inadequacy of the home school parent-teacher to teach a specific subject, employ a tutor having the same qualifications as required of parent-teacher.

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

1 FACILITIES USE

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

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

13 RECORD ACCESS

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

Legal References

1. [TCA 49-50-801\(a\)](#)
2. [TCA 49-6-3050\(b\)](#), (c)
3. [TCA 49-6-3004\(a\)](#); [TCA 49-6-3050\(b\)\(3\)](#)
4. [TCA 49-6-3050\(b\)\(4\)](#)
5. [TCA 49-6-3050\(b\)\(5\)](#); [Public Acts of 2026, Chapter No. 912](#)

Cross References

Compulsory Attendance Ages 6.201

Elizabethton City Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Student Assignments PROPOSED	Descriptor Code: 6.205	Issued Date: 08/20/15
		Rescinds: 6.205	Issued: 10/18/07

TO SCHOOLS

Students, including those in kindergarten, shall attend the school to which they are assigned.¹

Parent(s)/guardian(s) who are dissatisfied with the assignment of their children may, within ten (10) days after the assignment, make application to the Board for a hearing requesting a transfer to another school.²

TO CLASSES

The principal shall be responsible for assigning all students to classes.

Students who enter the district from another school district are to be placed by the principal in the grade and/or level as indicated by records from the former school. If the student's placement is inappropriate in the grade or level assigned, he/she may be reassigned by the principal to another grade level. Parent(s)/guardian(s) shall be kept advised.

The principal shall separate an alleged victim of child sexual abuse from an alleged perpetrator if the abuse allegedly occurred while the child was under the supervision or care of the school. If available and appropriate, a child shall be reassigned if a request is made by the child's parent/guardian, and the perpetrator has been: (1) substantiated by the Department of Children's Services; (2) adjudicated by a juvenile court to have committed the child sexual abuse; or (3) criminally charged.³

If an order of protection is issued to protect a student from another student enrolled in the same school, then the principal shall develop a student safety plan and implement it for the student who is named as the petitioner. This shall occur as soon as possible, but no later than five (5) school days from the date on which the school receives a copy of the order of protection. When reasonably practicable and appropriate, the building-level school safety team and the parent(s)/guardian(s) of the student named as the petitioner shall provide input into the plan. The Director of Schools shall develop administrative procedures to implement this process.⁴

PRIORITY ORDER

In-zone students; full-time ECS employees (tuition waiver students); full-time employee out-of-zone students; returning out-of-zone students; siblings of returning out-of-zone students; new out-of-zone students; returning tuition students; siblings of returning tuition students; new tuition students.

Legal References

1. [TCA 49-6-3102, 3103](#)
2. [TCA 49-6-3201](#)
3. [TCA 49-6-3102\(h\), \(i\)](#)
4. [Public Acts of 2026, Chapter No. 862](#)

Cross References

Promotion and Retention 4.603
Transfers Within the System 6.206
Homeless Students 6.503
Students in Foster Care 6.505

Elizabethton City Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Rights and Responsibilities of Students PROPOSED	Descriptor Code: 6.301	Issued Date: 01/29/90
		Rescinds: JCA	Issued:

The Board expects all employees, students, and parent(s)/guardian(s) to assume the responsibility for appropriate behaviors in the school.

Each student has the right to:

1. Have the opportunity for a free education in the most appropriate learning environment;
2. Be secure in his/her person, papers, and effects against unreasonable searches and seizure;
3. Be educated in a safe and secure environment;
4. Have appropriate resources and opportunities for learning;
5. Not be discriminated against on the basis of sex, race, color, creed, religion, national origin, or disabilities. Sex shall be defined as the “immutable characteristics of the person’s reproductive system that identify the person as male or female, as determined by anatomy and genetics existing at the time of birth”;¹ and
6. Be fully informed of school rules and regulations.

Each student has the responsibility to:

1. Know and adhere to the Board’s policies and the district’s administrative procedures;
2. Respect the human dignity and worth of every other individual;
3. Refrain from libel, slanderous remarks, and obscenity in verbal and written expression;
4. Study and maintain the best possible level of academic achievement;
5. Be punctual and present in the regular school program;
6. Dress and groom in a manner that meets reasonable standards of health, cleanliness, modesty, and safety;
7. Maintain and/or improve the school environment, preserve school and private property, and exercise care while using school facilities;

- 1 8. Refrain from behavior which would lead to physical or emotional harm or disrupts the
- 2 educational process;
- 3 9. Respect the authority of school administrators, teachers, and other authorized personnel in
- 4 maintaining discipline in the school and at school-sponsored activities;
- 5
- 6 10. Obey the law and school rules as to the possession or the use of alcohol, illegal drugs, and other
- 7 unauthorized substances or materials; and
- 8
- 9 11. Possess on school grounds only those materials which are acceptable under the law and accept
- 10 the consequences for articles stored in one's locker.

Legal References

1. [20 USCA § 1703](#); [Public Acts of 2026, Chapter No. 938](#)

Elizabethton City Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Questioning Students and Searches PROPOSED	Descriptor Code: 6.303	Issued Date: 07/15/25
		Rescinds: 6.303	Issued: 01/16/14

QUESTIONING BY SCHOOL PERSONNEL

Students may be questioned by teachers or principals about any matter pertaining to the operation of a school and/or the enforcement of its rules. Questioning shall be conducted discreetly and under circumstances which will avoid unnecessary embarrassment to the student. Any student answering falsely or evasively or refusing to answer a question may be subject to disciplinary action, including suspension.

If a student is suspected or accused of misconduct or infraction of the student code of conduct, the principal may interrogate the student without the presence of parent(s)/guardian(s).

INTERROGATIONS BY POLICE AT PRINCIPAL'S REQUEST

If the principal has requested assistance by law enforcement to investigate a crime involving his/her school, the police may interrogate a student suspect in school during school hours. The principal shall first attempt to notify the parent(s)/guardian(s) of the student unless circumstances require otherwise. However, the interrogation may proceed without attendance of the parent(s)/guardian(s), but the principal/designee shall be present during the interrogation.¹

POLICE-INITIATED INTERROGATIONS

If the police deem circumstances of sufficient urgency to interrogate students at school for unrelated crimes committed outside of school hours, the police department should first contact the principal regarding the planned interrogation and inform him/her of the probable cause to investigate. The principal shall make reasonable efforts to notify the parent(s)/guardian(s) of the interrogation unless circumstances require otherwise. The interrogation may proceed without attendance of the parent(s)/guardian(s), but the principal/designee shall be present during the interrogation.

SEARCHES BY SCHOOL PERSONNEL

The school principal shall authorize all searches at the outset per state law.² All principal initiated searches shall be conducted by a school security officer, or a school administrator or **school employee designated by the Director of Schools who has completed the state required orientation and training.**^{2,3} The following conditions shall apply to principal initiated searches:

1. All the following standards of reasonableness must be met:
 - a. A particular student has violated school policy;
 - b. The search will yield evidence of the violation of school policy or will lead to finding dangerous weapons, drugs, or drug paraphernalia;

- c. The search is in pursuit of legitimate interests of the school in maintaining order, discipline, safety, supervision, and education;
- d. The search is not conducted for the sole purpose of discovering evidence to be used in criminal prosecution; and
- e. The search shall be reasonably related to the objectives of the search and not excessively intrusive considering the age and sex of the student (Sex shall be defined as the “immutable characteristics of the person’s reproductive system that identify the person as male or female, as determined by anatomy and genetics existing at the time of birth.”) as well as the nature of the alleged infraction;⁴

2. A school administrator shall be on-site at any principal-initiated search;

3. A school administrator shall oversee the search and may end the search at any time; and

4. If a student is under the age of eighteen (18), the principal must notify the student’s parent or guardian within a reasonable time of the search.⁷

If a school resource officer searches a student, based on having probable cause, the principal shall notify the Director of Schools/designee.⁵

In order to ensure a safe and secure learning environment, the Director of Schools shall develop procedures regarding the searching of students, lockers, vehicles, and containers which are consistent with state law. The Director of Schools shall develop additional procedures to ensure compliance with all of the provisions of the School Security Act of 1981.⁶

Legal References

1. [TCA 49-6-4203\(b\)](#)
2. [TCA 49-6-4204\(a\)](#); [TCA 49-6-4205\(a\)](#)
3. [TCA 49-6-4212](#); [Public Acts of 2026, Chapter No. 1040](#)
4. [TCA 49-6-4205\(b\)](#); [Public Acts of 2026, Chapter No. 938](#)
5. [State v. R.D.S., No. M200801724COAR3JV, 2009 WL 2136324, at *1 \(Tenn. Ct. App. July 16, 2009\)](#)
6. [TCA 49-6-4201](#); [Tenn. Op. Att’y Gen. No. 14-21 \(February 24, 2014\)](#)
7. [TCA 49-6-4205\(a\)](#)

Cross References

Traffic and Parking Controls 3.403
 Procedural Due Process 6.302
 Reporting Child Abuse 6.409

Elizabethton Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation PROPOSED	Descriptor Code: 6.304 Rescinds: 6.304	Issued Date: 07/15/25 Issued: 11/14/17
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In order to maintain a safe, civil, and supportive environment in school for students to learn and achieve high academic standards, acts of bullying, cyber-bullying, discrimination (including the definition of antisemitism found in policy 4.100), harassment, intimidation, hazing, or any other victimization of students, based on any actual or perceived traits or characteristics, are prohibited.¹

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

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

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

DEFINITIONS⁴

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

1. Physically harming a student or damaging a student’s property;
2. Knowingly placing a student in reasonable fear of physical harm to the student or damage to the student’s property;
3. Causing emotional distress to a student; or
4. Creating a hostile educational environment.

Bullying, intimidation, or harassment may also be unwelcome conduct based on a protected class [race, nationality, origin, color, sex, (Sex shall be defined as the “immutable characteristics of the person’s reproductive system that identify the person as male or female, as determined by anatomy and genetics existing at the time of birth.”)⁵ age, disability, religion] that is severe, pervasive, or persistent and creates a hostile environment.

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

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

Hazing does not include customary athletic events or similar contests or competitions and is limited to those actions taken and situations created in connection with initiation into or affiliation with any organization.⁶

COMPLAINTS AND INVESTIGATIONS

Any individual who has knowledge of behaviors that may constitute a violation of this policy shall promptly report such information to the principal/designee.⁷

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

The principal/designee at each school shall be responsible for investigating and resolving complaints. Once a report is received, the principal/designee shall initiate an investigation within forty-eight (48) hours of receipt of the report. If an investigation is not initiated within forty-eight (48) hours, the principal/designee shall provide the Director of Schools with appropriate documentation detailing the reasons why the investigation was not initiated within the required timeframe.⁸ The principal/designee shall immediately notify the parent(s)/guardian(s) when a student is involved in an act of discrimination, harassment, intimidation, bullying, or cyber-bullying. The principal/designee shall provide information on district counseling and support services. Students involved in an act of discrimination, harassment, intimidation, bullying, or cyber-bullying shall be referred to the appropriate school counselor by the principal/designee when deemed necessary.⁹

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

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

Upon the determination of a violation, the principal/designee shall conduct a prompt, thorough, and complete investigation of each alleged incident. All investigations shall be completed and appropriate intervention taken within twenty (20) calendar days from the receipt of the initial report.⁷ If the investigation is not complete or intervention has not taken place within twenty (20) calendar days, the principal/designee shall provide the Director of Schools with appropriate documentation detailing the reasons why the investigation has not been completed or the appropriate intervention has not taken place.⁷ Within the parameters of the federal Family Educational Rights and Privacy Act,¹⁰ a written report on the investigation will be delivered to all involved parties and the Director of Schools.

RESPONSE AND PREVENTION¹¹

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

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

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

REPORTS

When a complaint is filed alleging a violation of this policy where there is physical harm or the threat of physical harm to a student or a student's property, the principal/designee of each middle school, junior high school, or high school shall report the findings and any disciplinary actions taken to the Director of Schools and the Chair of the Board.¹²

By July 1st of each year, the Director of Schools/designee shall prepare a report of all of the bullying cases brought to the attention of school officials during the prior academic year. The report shall also indicate how the cases were resolved and/or the reasons they are still pending. This report shall be presented to the Board at its regular July meeting, and it shall be submitted to the State Department of Education by August 1st.¹³

RETALIATION AND FALSE ACCUSATIONS

Retaliation against any person who reports or assists in any investigation of an act alleged in this policy is prohibited. The consequences and appropriate remedial action for a person who engages in retaliation shall be determined by the principal/designee after consideration of the nature, severity, and circumstances of the act.¹⁴

False accusations accusing another person of having committed an act prohibited under this policy are prohibited. The consequences and appropriate remedial action for a person found to have falsely accused another may range from positive behavioral interventions up to and including expulsion.¹⁵

Legal References

1. [TCA 49-6-4503\(a\), \(b\)\(3\); 20 USCA §§ 1681 to 1686; TCA 49-50-1801](#)
2. [TCA 49-6-4503\(b\)\(11\); Public Acts of 2026, Chapter No. 1093](#)
3. [TCA 49-6-4503\(b\)\(12\)](#)
4. [TCA 49-6-4503\(b\)\(2\), \(13\)](#)
5. [Public Acts of 2026, Chapter No. 938](#)
6. [TCA 49-2-120](#)
7. [TCA 49-6-4503\(b\)\(5\)](#)
8. [TCA 49-6-4503\(b\)\(6\)](#)
9. [TCA 49-6-4503\(b\)\(14\)](#)
10. [20 USCA § 1232g](#)
11. [TCA 49-6-4503\(b\)\(4\), \(7\)-\(8\); Public Acts of 2026, Chapter No. 1093](#)
12. [TCA 49-6-4503\(d\)\(3\)](#)
13. [TCA 49-6-4503\(c\)\(2\)\(B\)](#)
14. [TCA 49-6-4503\(b\)\(9\)](#)
[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: Review: Annually, in March	Descriptor Term: Interference/Disruption of School Activities	Descriptor Code: 6.306	Issued Date: 09/16/21
		Rescinds: 6.306	Issued: 01/16/14

PROPOSED

1 General

2 A student shall not engage in conduct which causes the disruption or interference with the operation of
3 the school while on school property, in school vehicles or buses, or at school-sponsored events,
4 whether on or off campus. The student shall not urge other students to engage in such conduct.

5 Employees are authorized to take reasonable measures to establish appropriate school behavior and
6 have the authority to control the conduct of any student while under the supervision of the school
7 district.¹

8 A student may receive disciplinary action ranging from verbal reprimand to suspension and/or expulsion
9 depending on the severity of the offense and the student's prior record.²

10 REMOVAL OF STUDENT¹

11 If a student repeatedly or substantially interferes with the learning environment, the teacher may
12 submit a written request along with the required documentation to the principal/designee to remove the
13 student from the teacher's classroom. The student will be given notice of the rationale for the request
14 as well as the opportunity to offer an explanation.

15 The principal/designee will investigate the request and make a decision regarding the student's
16 placement. The principal will notify the teacher as to his/her decision.

17 If a teacher abuses or overuses the student removal process, the principal/designee shall address the
18 abuse or overuse with the teacher and may require the teacher to complete additional professional
19 development to improve the teacher's classroom management skills.

20 Appeal Process

21 If the teacher's request for removal is denied, he/she may file an appeal with the Director of
22 Schools/designee. He/she will review the teacher's request for removal as well as the decision of the
23 principal/designee and make a determination as to the student's placement.

24 CLASSROOM EVACUATION

25 Some or all students may be removed from a classroom or instructional area due to violent, aggressive,
26 or severely disruptive behavior of another student that creates a safety concern or substantially
27 interrupts classroom instruction.³

28

Parental Notification

The principal/designee shall provide notification to the parent(s)/guardian(s) of each student in the classroom or instructional area at the time of the classroom evacuation. The notification shall be provided by the end of the day in which the classroom evacuation took place unless the event that prompted the evacuation is an ongoing emergency or is otherwise under investigation by state or local law enforcement.

Notification to the parent(s)/guardian(s) must include:³

1. The fact that a classroom evacuation occurred;
2. A brief description of the general nature of the incident sufficient to explain why the classroom evacuation occurred; and
3. Any steps taken by the school to ensure the continued safety and supervision of students.

Parental notification provided in compliance with the Family Education Rights and Privacy Act (FERPA) and other applicable privacy laws.⁴ No information shall be disclosed about the student whose conduct caused the classroom evacuation, or any other student, if the disclosure would violate privacy laws.

Recordkeeping

Each school shall maintain records of:

1. The date and time of the classroom evacuation;
2. The number of students evacuated;
3. The time and manner of parental notification; and
4. The staff member responsible for issuing parental notifications.

Legal References

1. [TCA 49-6-2804](#)
2. [TCA 49-6-3401](#)
3. [Public Acts of 2026, Chapter No. 850](#)
4. [20 USCA § 1232g](#); [TCA 10-7-504](#)

Cross References

Code of Conduct 6.300
Suspension 6.316
Safe Relocation of Students 6.4081

Elizabethton City Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Admission of Suspended or Expelled Students PROPOSED	Descriptor Code: 6.318	Issued Date: 07/16/24
		Rescinds: 6.318	Issued: 07/21/22

1 **STUDENT READMISSION TO DISTRICT¹**

2 The district may continue a disciplinary investigation of a student who withdraws from the district
3 during the investigation. If the student later reenrolls in the district, then the disciplinary investigation
4 and/or consequences shall resume.

5 **STUDENT DISCIPLINED IN ANOTHER DISTRICT**

6 The Board may deny admission of any student (except those in state custody) who has been expelled
7 or suspended from another school district in Tennessee or another state even though the student has
8 established residency in the district in which he/she seeks enrollment.

9 After a request for enrollment is made, the Director of Schools shall investigate the facts surrounding
10 the suspension or expulsion from the former school district. The principal may ask the
11 parent(s)/guardian(s) in writing if their student has been adjudicated delinquent for an offense listed in
12 TCA 49-6-3051 and submit any records to the Director of Schools.² Based on the results of the
13 investigation, the Director of Schools shall make a recommendation to the Board to approve or deny
14 the request.

15 The Board shall not deny enrollment beyond the length of the imposed suspension or expulsion.

16 A student may be dismissed if it is determined subsequent to the enrollment that the student has been
17 suspended or expelled from the former school district.³

Legal References

1. [Public Acts of 2026, Chapter No. 760](#)
2. [TCA 49-6-3051\(a\)](#)
3. [TCA 49-6-3401\(f\); 20 USCA § 1232g\(b\)\(4\), \(h\)](#)

Cross References

School Admissions 6.203
Student Records 6.600

Elizabethton City Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Emergency Allergy Response Plan	Descriptor Code: 6.412	Issued Date: 11/09/07
		Rescinds:	Issued:

The Director of Schools shall develop and maintain an emergency allergy response plan that meets state guidelines for managing students with life-threatening allergies. The plan shall include measures to reduce exposure to allergens and procedures to treat allergic reactions. Components of the plan shall include, but are not limited to, education and training of personnel, record keeping/documentation, development and reviews of the allergy action plan, and protocols for classrooms and cafeterias that include strategies to reduce exposure to allergens.¹

Using the state food allergy guidelines plan as a guide, the Director of Schools shall also develop a process to identify all students with food allergies and develop and implement an individualized health care plan (IHCP) with an allergy action plan for each specific student.²

EPINEPHRINE³

Each school shall maintain epinephrine, either as auto-injectors, nasal sprays, or other forms, in at least two (2) unlocked, secure locations including, but not limited to, the school office and the school cafeteria.

In the event of such a reaction, the school nurse or other trained school personnel shall utilize epinephrine to respond, under a standing protocol from a physician.

The Director of Schools/designee is authorized to seek epinephrine through a prescription written to Elizabethton City Schools. Upon the issuance of the auto-injectors, the Director of Schools shall ensure that they are placed within each school and that any needed trainings are conducted for staff.

Legal References

1. [TCA 49-50-1602\(f\)](#)
2. [Guidelines for Use of Health Care Professionals and Health Care Procedures in a School Setting \(Tennessee Department of Education and Tennessee Department of Health, 2023, pg. 90\)](#)
3. [Public Acts of 2026, Chapter No. 947](#)

Cross References

Medicines 6.405

Elizabethton City Board of Education

Monitoring:

Review: Annually, in
April

Descriptor Term:

Students from Military Families

PROPOSED

Descriptor Code:

6.506

Issued Date:

08/20/19

Rescinds:

Issued:

1 *General*

2 The Director of Schools shall develop the necessary administrative procedures to ensure that students
3 with parent(s)/guardian(s) in the armed services are identified and that appropriate and available
4 services are provided for these students.¹

5 **RELOCATION OF MILITARY SERVICE MEMBER²**

6 A student who does not currently reside within the school district shall be allowed to enroll if he/she is
7 a dependent child of a service member who is being relocated to Tennessee on military orders. To be
8 eligible for enrollment, the student will need to provide documentation that he/she will be a resident of
9 the school district on relocation. **This documentation must be provided to the school district within one**
10 **(1) calendar year from the date of enrollment.**

11 **If the child of a military member enrolls per this policy and has an active 504 plan, IEP, or an**
12 **individualized family service plan, then the district shall take the necessary steps to ensure that services**
13 **are in place when the student enrolls.**

14 ~~Within five (5) days of enrollment, the parent(s)/guardian(s) of the student shall provide proof of~~
15 ~~residency within the school district.~~

16 **ABSENCES**

17 Principals shall provide students with a one (1) day excused absence prior to the deployment of and a
18 one (1) day excused absence upon the return of a parent/guardian serving active military service.

19 Principals shall also allow up to ten (10) excused cumulative absences per year for students to visit a
20 parent/guardian during a deployment cycle. The student shall provide documentation to the school as
21 proof of his/her parent's/guardian's deployment. Students shall be permitted to make up school work
22 missed during these absences.³

23 **REMAINING IN THE DISTRICT⁴**

24 **If a student is enrolled in grades eleven (11) through twelve (12) and is a dependent child of a service**
25 **member who relocates on military orders resulting in the student no longer residing in the school**
26 **district due to relocation, the student shall have the option to remain enrolled in the same high school**
27 **until the student graduates or withdraws.**

Legal References

1. [State Board of Education Policy 2.103](#)
2. [TCA 49-6-3101](#); [Public Acts of 2026, Chapter No. 834](#)
3. [TCA 49-6-3019](#)
4. [Public Acts of 2026, Chapter No. 834](#)

Cross References

Attendance 6.200
School Admissions 6.203

Elizabethton Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Title IX & Sexual Harassment PROPOSED	Descriptor Code: 6.3041	Issued Date: 11/21/25
		Rescinds: 6.3041	Issued: 08/24/20

General

In order to maintain a safe, civil, and supportive learning environment, all forms of sexual harassment and discrimination on the basis of sex are prohibited.¹ Sex shall be defined as the “immutable characteristics of the person’s reproductive system that identify the person as male or female, as determined by anatomy and genetics existing at the time of birth”.² This policy shall cover employees, employees' behaviors, students, and students' behaviors while on school property, at any school-sponsored activity, on school-provided equipment or transportation, or at any official school bus stop in accordance with federal law. This policy shall be disseminated annually to all school staff, students, and parent(s)/guardian(s).³ The Title IX Coordinator as well as any personnel chosen to facilitate the grievance process shall not have a conflict of interest against any party of the complaint.⁴ These individuals shall receive training as to how to promptly and equitably resolve student and employee complaints.⁴

All employees shall receive training on complying with this policy and federal law.⁵

TITLE IX COORDINATOR⁶

The Title IX Coordinator shall respond promptly to all general reports as well as formal complaints of sexual harassment. He/she shall be kept informed by school-level personnel of all investigations and shall provide input on an ongoing basis as appropriate.

Any individual may contact the Title IX Coordinator at any time using the information below: **Title:** Dr. Myra Newman, Assistant Director of Schools

Mailing address: 804 S. Watauga Ave, Elizabethton, TN 37643

Phone number: 423-547-8000

Email: myra.newman@ecschoools.net

Title: Dr. Jon Minton, Principal

Mailing address: 907 Jason Witten Way, Elizabethton, TN 37643

Phone number: 423-547-8015

Email: jon.minton@ecschools.net

Title: Mr. Chris Berry, Principal

Mailing address: 305 W E Street, Elizabethton, TN 37643

Phone number: 423-547-8025

Email: chris.berry@ecschools.net

Title: Mr. John Wright, Principal

Mailing address: 1310 Burgee Street, Elizabethton, TN 37643

Phone number: 423-547-8030

Email: john.wright@ecschools.net

Title: Mr. Eric Wampler, Principal

Mailing address: 226 Cedar Ave., Elizabethton, TN 37643

Phone number: 423-547-8020

Email: eric.wampler@ecschools.net

Title: Mr. Travis Hurley, Principal

Mailing address: 800 Siam Road, Elizabethton, TN 37643

Phone number: 423-547-8010

Email: travis.hurley@ecschools.net

DEFINITIONS⁵

“Complainant” is an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

“Respondent” is an individual who is reported to be the perpetrator of conduct that could constitute sexual harassment.

“Sex-based harassment” is conduct on the basis of sex that satisfies one or more of the following:⁴

1. A school district employee conditioning an aid, benefit, or service of an education program or activity on an individual’s participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the education program or activity; or
3. Sexual assault,⁷ dating violence,⁸ domestic violence,⁹ or stalking¹⁰ as defined in state and federal law.

Behaviors that constitute sexual harassment may include, but are not limited to:

1. Sexually suggestive remarks;
2. Verbal harassment or abuse;
3. Sexually suggestive pictures;
4. Sexually suggestive gesturing;
5. Harassing or sexually suggestive or offensive messages that are written or electronic;
6. Subtle or direct propositions for sexual favors; and
7. Touching of a sexual nature.

Sexual harassment may be directed against a particular person or persons, or a group, whether of the opposite sex or the same sex.

“Supportive measures” are non-disciplinary, non-punitive, individualized services and shall be offered to the complainant and the respondent, as appropriate. These measures may include, but are not limited to, the following:

1. Counseling;
2. Course modifications;
3. Schedule changes; and
4. Increased monitoring or supervision.

The measures offered to the complainant and the respondent shall remain confidential to the extent that maintaining such confidentiality would not impair the ability of the school district to provide the supportive measures.

GRIEVANCE PROCESS

Upon learning of an instance of alleged sexual harassment, even if no formal complaint is filed, the Title IX Coordinator shall:

1. Promptly contact the complainant to discuss the availability of supportive measures;
2. Consider the complainant's wishes with respect to supportive measures;
3. Inform the complainant of the availability of supportive measures; and
4. Explain the process for filing a formal complaint.¹¹

While the school district will respect the confidentiality of the complainant and the respondent as much as possible, some information may need to be disclosed to appropriate individuals. All disclosures shall be consistent with the school district's legal obligations and the necessity to investigate allegations of harassment and take disciplinary action.

Disciplinary consequences or sanctions shall not be initiated against the respondent until the grievance process has been completed. Unless there is an immediate threat to the physical health or safety of any student arising from the allegation of sexual harassment that justifies removal, the respondent's placement shall not be changed.¹² If the respondent is an employee, he/she may be placed on administrative leave during the pendency of the grievance process.¹³ The Title IX Coordinator shall keep the Director of Schools informed of any employee respondents so that he/she can make any necessary reports to the State Board of Education in compliance with state law.¹⁴

Complaints

Any individual who has knowledge of behaviors that may constitute a violation of this policy shall immediately report such information to the Title IX Coordinator, however, nothing in this policy requires a complainant to either report or file a formal complaint within a certain timeframe. If the complaint involves the Title IX Coordinator, the complaint shall be filed with the Director of Schools.

If a complaint involves allegations of child abuse, including child abuse on school grounds, appropriate notification shall be made per the board policy on reporting child abuse.

Upon receipt of a formal complaint, the Title IX Coordinator shall promptly:¹⁵

1. Provide written notice of the allegations, and the grievance process to all known parties to give the respondent time to prepare a response before an initial interview;
2. Inform the parties of the prohibition against making false statement or knowingly submitting false information;
3. Inform the parties that they may have an advisor present during any subsequent meetings; and

4. Offer supportive measures in an equitable manner to both parties.

If the Title IX Coordinator dismisses a complaint, written notice, including the reasons for dismissal, shall be provided to both parties simultaneously.¹⁶

Investigations¹⁷

The Title IX Coordinators and Building Administrators shall serve as the investigator and be responsible for investigating complaints in an equitable manner that involves an objective evaluation of all relevant evidence. The burden for obtaining evidence sufficient to reach a determination regarding responsibility rests on the school district and not the complainant or respondent.

Once a complaint is received, the Investigator shall initiate an investigation within forty-eight (48) hours of receipt of the complaint. If an investigation is not initiated within forty-eight (48) hours, the investigator shall provide the Title IX Coordinator with appropriate documentation detailing the reasons why the investigation was not initiated within the required timeframe.

All investigations shall be completed within twenty (20) calendar days from the receipt of the initial complaint. If the investigation is not complete within twenty (20) calendar days, the investigator shall provide the Title IX Coordinator with appropriate documentation detailing the reasons why the investigation has not been completed.

All investigations shall:

1. Provide an equal opportunity for the parties to present witnesses and evidence;
2. Not restrict the ability of either party to discuss the allegations under investigation or gather and present relevant evidence;
3. Refrain from requiring, allowing, relying upon, or otherwise using questions or evidence that seek disclosure of information protected under a legally recognized privilege unless such privilege has been waived;¹⁸
4. Provide the parties with the same opportunities to have others present during any grievance proceeding;
5. Provide to parties whose participation is requested written notice of the date, time, location, participants, and purpose of all investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
6. Provide both parties an equal opportunity to inspect and review any evidence directly related to the allegations in the formal complaint; and
7. Result in the creation of an investigative report that fairly summarizes relevant evidence.
 - a. Prior to the completion of the investigative report, the investigator shall send to each party the evidence subject to inspection and review. All parties shall have at least ten

(10) days to submit a written response which shall be taken into consideration in creating the final report.

Within the parameters of the federal Family Educational Rights and Privacy Act,¹⁹ the Title IX Coordinator shall keep the complainant and the respondent informed of the status of the investigation process. At the close of the investigation, a written final report on the investigation will be delivered to the parent(s)/guardian(s) of the complainant, parent(s)/guardian(s) of the respondent, and to the Director of Schools.

Determination of Responsibility²⁰

The respondent is presumed not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.²¹ The preponderance of the evidence standard shall be used in making this determination.²²

Assistant Director of Schools for Curriculum, Director of Accountability, and Director of Special Education shall act as the decision-maker. He/she shall receive the final report of the investigation and allow each party the opportunity to submit written questions that he/she wants asked of any party or witness prior to the determining responsibility.

The decision-maker shall make a determination regarding responsibility and provide the written determination to the parties simultaneously along with information about how to file an appeal.

A substantiated charge against a student may result in corrective or disciplinary action up to and including expulsion. A substantiated charge against an employee shall result in disciplinary action up to and including termination.

After a determination of responsibility is made, the Title IX Coordinator shall work with the complainant to determine if further supportive measures are necessary. The Title IX Coordinator shall also determine whether any other actions are necessary to prevent reoccurrence of the harassment.

APPEALS²³

Either party may appeal from a determination of responsibility based on a procedural irregularity that affected the outcome, new evidence that was not reasonably available at the time of the determination that could affect the outcome, or an alleged conflict of interest on the part of the Title IX Coordinator or any personnel chosen to facilitate the grievance process. Appeals shall be submitted to the Title IX Coordinator within ten (10) days of a determination of responsibility. The Director of Schools will serve as the impartial hearing officer.

Upon receipt of an appeal, the Title IX Coordinator shall:

1. Notify the parties in writing.

During the appeal process, the parties shall have a reasonable, equal opportunity to submit written statements. Within ten (10) calendar days, the hearing officer shall issue a written decision describing the result of the appeal and the rationale for the result. The written decision shall be provided simultaneously to both parties.

1 RETALIATION²⁴

- 2 Retaliation against any person who makes a report or complaint or assists, participates, or refuses to
3 participate in any investigation of an act alleged in this policy is prohibited.

Legal References

1. [34 CFR § 106.1](#)
2. [Public Acts of 2026, Chapter No. 938](#)
3. [34 CFR § 106.8\(b\),\(c\)](#)
4. [34 CFR § 106.45\(b\)\(2\)](#); [34 CFR § 106.8\(d\)](#)
5. [34 CFR § 106.2](#)
6. [34 CFR § 106.8\(a\)](#)
7. [20 USCA 1092\(f\)\(6\)\(A\)\(v\)](#); [TCA 36-3-601\(12\)](#); [TCA 71-6-302](#)
8. [34 USCA 12291\(a\)\(11\)](#)
9. [34 USCA 12291\(a\)\(12\)](#); [TCA 40-14-109](#)
10. [34 USCA 12291\(a\)\(36\)](#); [TCA 39-17-315](#); [TCA 36-3-601\(11\)](#)
11. [34 CFR § 106.44](#)
12. [34 CFR § 106.44\(h\)](#)
13. [34 CFR § 106.44\(i\)](#)
14. [TRR/MS 0520-02-03-.09\(2\)](#); [TCA 49-5-417\(c\)](#)
15. [34 CFR § 106.45\(c\)](#)
16. [34 CFR § 106.45\(d\)](#)
17. [34 CFR § 106.45\(f\)](#); [34 CFR § 106.45\(b\)\(4\)](#)
18. [34 CFR § 106.45\(b\)\(7\)](#)
19. [20 USCA § 1232g](#)
20. [34 CFR § 106.45\(h\)](#)
21. [34 CFR § 106.45\(b\)\(3\)](#)
22. [34 CFR § 106.45\(h\)\(1\)](#)
23. [34 CFR § 106.45\(i\)](#)
24. [34 CFR § 106.71](#)

Cross References

Section 504 and ADA Grievance Procedures 1.802
 Discrimination/Harassment of Employees (Sexual, Racial,
 Ethnic, Religious) 5.500
 Complaints and Grievances 5.501
 Staff-Student Relations 5.610
 Code of Conduct 6.300
 Student Discrimination, Harassment, Bullying, Cyber-
 bullying, and Intimidation 6.304
 Student Concerns 6.305
 Reporting Child Abuse 6.409

Elizabethton City Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Outside Applied Behavior Analysis Therapy	Descriptor Code: 6.4053	Issued Date: draft
		Rescinds:	Issued:

PROPOSED NEW POLICY

General

This policy applies to “private pay providers”, which include licensed behavior analysts, registered behavior technicians, and licensed assistant behavior analysts, who are under contract with parent(s)/guardian(s) of students with autism spectrum disorder or developmental delays.¹

Private pay providers shall adhere to the memorandum of understanding (“MOU”), board policies, and state and federal laws while assisting students on school property and/or at school functions. This includes adhering to student confidentiality laws for any student the private pay provider encounters. The school district shall require a background check and fingerprinting of all private pay providers.

A private pay provider accompanying a student on campus shall be responsible for attending to the ongoing needs of the student they are contracted to assist. The school district shall not request the private pay provider to provide services to any other students, staff, or visitors.

The Director of Schools shall develop administrative procedures to implement this policy.

IEP TEAM COORDINATION

Private pay providers shall coordinate with the student’s IEP team by:

- Attending an onboarding session;
- Defining roles and communication channels;
- Conducting a review of relevant student records;
- Ensuring documentation is accurate and promptly provided to all parties; and
- Coordinating with the IEP team prior to each meeting.

TERMINATION OF SERVICES

Services of the private pay provider may be terminated for cause. Termination shall be based on violation of the terms of the MOU. If termination is necessary, the Director of Learning Acceleration & Safety shall provide the parent/legal guardian with a letter outlining the reason for the termination.

1 APPEALS PROCESS

2 If a parent/legal guardian disagrees with the school district on the provision of services, a complaint
3 may be filed in writing with the Director of Schools. The Director shall appoint a panel to make a
4 decision on the appeal. The panel shall be composed of three individuals: a building level
5 administrator, a special education staff member, and one other school employee. The panel shall
6 review the complaint from the parent/legal guardian along with information provided by district staff
7 and make a determination on the matter within ten (10) business days.

Legal References

1. [Public Acts of 2026, Chapter No. 1112; 20 U.S.C. § 1401](#)

Elizabethton City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Appeals to and Public Comments Before the Board PROPOSED	Descriptor Code: 1.404	Issued Date: 06/18/26
		Rescinds: 1.404	Issued: 07/21/23

1 APPEALS TO THE BOARD

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

8 PUBLIC COMMENT PERIOD²

9 *Note: Staff members or citizens who wish to have an item considered for placement on the agenda should*
10 *refer to Policy 1.403.*

11 There shall be a public comment period for each meeting with actionable items on the agenda, with the
12 exception of teacher disciplinary hearings. The total public comment period shall be no more than 30
13 minutes. Comments shall be limited to topics listed on the agenda and matters that are germane to the
14 school board's jurisdiction.

15 Remarks will be limited to five (5) minutes unless time is extended by a majority vote of the Board.
16 Delegations must select only one individual to speak on their behalf unless otherwise determined by the
17 Board. Individuals speaking to the Board shall address remarks to the Chair and may direct questions to
18 individual board members or staff members only upon approval of the Chair. Each person speaking shall
19 state his/her name, address, and subject of presentation. The Chair shall have the authority to terminate
20 the remarks of any individual who violates state law or does not adhere to board rules.¹

21 Individuals desiring to offer public comments before the board must provide advanced notice by
22 contacting the office of the Director of Schools at least three (3) days before the meeting. They will be
23 recognized at the beginning of the meeting. If background material is provided by a speaker, sufficient
24 copies shall be provided to the board. The chairman shall recognize individuals for remarks to the Board.

Legal References

1. [TCA 39-17-306](#)
2. [TCA 8-44-112](#); [Public Acts of 2026, Chapter No. 620](#)

Cross References

School Board Meetings 1.400
 Public Hearings 1.401
 Agendas 1.403
 Discrimination/Harassment of Employees 5.500
 Complaints and Grievances 5.501
 Student Discrimination, Harassment, Bullying, Cyber-
 bullying, and Intimidation 6.304
 Student Concerns 6.305

Elizabethton City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: School Board Meetings PROPOSED	Descriptor Code: 1.400	Issued Date: 03/20/2025
		Rescinds: 1.400	Issued: 07/21/23

The Board will transact all business at official meetings which may be either regular or special.

Every meeting of the board shall be open to the public, except for those meetings in which the law allows closed sessions.¹ Open meetings will be physically accessible to all students, employees, and interested citizens.²

The Board may restrict the recording of Board meetings via camera, camcorder, or other photographic equipment when such recording creates a threat to public safety and welfare or impedes the conducting of efficient and orderly public meetings.³

REGULAR MEETINGS

Regular meetings of the Board shall be held on the third Thursday of each month. A meeting may be cancelled for unusual circumstances such as, but not limited to, weather conditions, natural disasters or safety emergencies. Local news media shall be notified and requested to publicize any such cancellation.

In instances when any regular meeting date falls on a legal holiday, the meeting shall be rescheduled by the chair.

SPECIAL MEETINGS

The Board shall hold such special meetings as necessary to transact the business of the Board. Such meetings shall be called by the chair whenever, in the chair's judgment, the interests of the schools require it, or when requested to do so by a majority of the Board.⁴

Only business related to the call of the meeting, and details related to agenda items shall be discussed or transacted by the Board at a special meeting.

ELECTRONIC ATTENDANCE⁵

Absent board members may attend a regular or special meeting by electronic means for certain qualifying reasons subject to the following requirements:

1. A quorum of the Board shall be physically present at the meeting in order for any board member to attend electronically, except in the case of inclement weather or natural disasters (permitted for a maximum of three times per year);
2. Any member wishing to participate electronically shall do so using technology that allows the Chair to visually identify the member; and
3. The responsibility for the connection lies with the member wishing to participate electronically. No more than three (3) attempts to connect shall be made unless the Board chooses to make additional attempts.

Work Related Absence

A board member may attend a meeting by electronic means out of the county due to work; however, he/she may only participate electronically two (2) times per year for this reason. The board member shall give the Chair and Director of Schools at least five (5) days' notice prior to the meeting of the member's intention to participate electronically.

Family Emergency

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

Sickness or Period of Convalescence

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

Inclement Weather or Natural Disaster

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

Military Service

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

Legal References

1. [TCA 8-44-102](#); [TCA 49-6-804\(c\)](#)
2. [28 CFR § 36.201\(a\)](#); [28 CFR § 36.202](#)
3. [Tenn. Att’y Gen. Op. No. 95-126 \(December 28, 1995\)](#)
4. [TCA 49-2-202\(c\)\(1\)](#)
5. [TCA 49-2-203\(c\)](#); [Public Acts of 2026, Chapter No. 852](#)

Cross References

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