

ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION

REGULAR SCHEDULED MEETING

Tuesday, July 21, 2020, @ 6:30 PM

Board members

Eddie Pless | Phil Isaacs | Danny O'Quinn | Mike Wilson | Jamie Schaff | Veronica Watson (Student Liaison)

The Elizabethton Board of Education will meet on Tuesday, July 21, 2020, at 6:30 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

A. Molly Lassiter
617 Westwood Drive
Elizabethton, Tennessee
(281) 770-3185

Ms. Lassiter asked to appear before the Board to address our Re-Opening of Schools Plan regarding COVID.

6. RECOGNITION OF STUDENTS

A. Recognition of EHS student, Haley Johnson who came in 4th in Clinical Specialty (Virtually) at the International HOSA Competition.

7. CONSENT AGENDA

A. MINUTES OF REGULAR MEETING: JUNE 16, 2020

B. Approve Elizabethton City Schools School Nutrition Budget Amendment for FY2019-2020.

C. Approve Elizabethton City Schools General Purpose Budget Amendment for FY2019-2020.

D. Approve Elizabethton City Schools Federal Projects Budget Amendment for FY2019-2020.

E. Approve entrance into the Southern Appalachian Mountain Co-Op with Reinhart Food Service for the 2020-2021 school year with an option to renew on an annual basis for a time not to exceed three (3) years beginning July 1, 2020.

F. Approve Michele Murray, Principal at Emmett Elementary School in Sullivan County and Doctoral Candidate at ETSU to conduct dissertation research to conduct teacher interviews at a school of our choosing.

G. Approve a partnership with SAVVAS (formerly Pearson) for a pilot program for high school math (Algebra I, II, and Geometry) for one year. The system will purchase a digital license in the amount of \$11,481.60 and SAVVAS will provide teacher training, student companions, and teacher resources to be paid from textbook funds.

The Elizabethton Board of Education provides for public participation during Board Business meetings under procedures established under ECS Policy 1.404. Board business meetings are no public forums; however, provision is made for public participation. To assure an orderly business meeting, the Board requires that an individual requesting to address Board members make that request giving the topic to the Superintendent or Board Chairman prior to the Board meeting. The Chairman shall determine if the request will be granted, the time allowed for the presentation, and (if there are numerous requests on the same subject), the Chairman may request a representative to speak on each side of the issue.

H. Approve the Agreement to Administer the School Nutrition Program(s) for Local Education Agencies/SFA's School Year 2020-2021.

I. Approve the Local Agriculture Products Compliance Plan School Year 2020-2021.

J. Approve the Agreement between Elizabethton City Schools and The Access Program (TAP) for the school year August 2020 through August 2021 (to include any Summer Job Club Camps offered).

8. REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS

New Hire: Melody G. Crockett, Teacher at TAD, effective August 3, 2020; Timothy Blevins, Teacher and Asst. Boys' Basketball Coach at EHS, effective August 3, 2020; Maggie Booher, Teacher at EHS, effective August 3, 2020; Hannah Bowers, Teacher at ESE, effective August 3, 2020; Jerry Agan, Teacher at EHS, effective July 1, 2020; Jon L. Byrd, Bus Driver, effective July 14, 2020.

Resignation: Jaclyn Nelson, Asst. to the Teacher at ESE, effective June 13, 2020; Jeremy Humphrey, Asst. Principal at EHS, effective July 3, 2020; Timothy L. Wasem, Teacher at EHS, effective July 2, 2020.

Transfer: Richard VanHuss, from Director of Special Education to Director of Schools, effective July 1, 2020.

9. OTHER

A. Director's Update

B. Board Reports

C. Student Liaison's Report

10. REGULAR AGENDA

A. Approve on first reading TSBA recommended changes to Board Policy 6.319 Alternative Education.

B. Approve on first reading TSBA recommended changes to Board Policy 6.309 Zero Tolerance Offenses.

C. Approve on first reading TSBA recommended changes to Board Policy 6.316 Suspension.

D. Approve on first reading TSBA recommended changes to Board Policy 6.317 Student Disciplinary Hearing Authority.

E. Approve on first reading TSBA recommended changes to Board Policy 6.409 Reporting Child Abuse.

F. Approve on first reading NEW Board Policy 4.205 Enrollment in College Level Courses. TSBA recommends the new Policy replace current Board Policy 4.203 Advanced College Placement.

G. Approve a Services Agreement between Elizabethton City Schools and Frontier Health in the amount of \$40,000.00 to be paid from CARES Act (ESSER) funds, to assist in the identification and referral of students in the event of a major school crisis, or behavioral health need of student, beginning August 1, 2020.

H. Approve a Service Agreement Addendum to the Contract between Elizabethton City Schools and United Elevator Services, LLC, to extend their Contract for an additional three (3) years. The revised expiration date will be June 30, 2023.

I. Approve the Renewal of Bid No. 2018-2019-04-SN for miscellaneous cafeteria supplies for the period July 1, 2020 through June 30, 2021 with Summers Hardware.

J. Approve changes to the VISA account being used by Administrators at the Central Office.

The Elizabethton Board of Education provides for public participation during Board Business meetings under procedures established under ECS Policy 1.404. Board business meetings are no public forums; however, provision is made for public participation. To assure an orderly business meeting, the Board requires that an individual requesting to address Board members make that request giving the topic to the Superintendent or Board Chairman prior to the Board meeting. The Chairman shall determine if the request will be granted, the time allowed for the presentation, and (if there are numerous requests on the same subject), the Chairman may request a representative to speak on each side of the issue.

K. Approve increasing the total number of Assistants to the Principal at the elementary schools from 2 to 2.5 using Title I funds and creating a half-time (0.5) District Professional Development Coordinator position using Title II funds.

L. Approve the Guaranteed Maximum Price Amendment between Elizabethton City Schools and GoinsRashCain, Inc. (GRC) for the completion of the restroom renovations at T. A. Dugger Jr. High School, in an amount not to exceed \$385,000.00.

M. Approve a Resolution for the Emergency Suspension of Board Policies During the 2020-2021 School Year. Those Board Policies are: Policy 1.101 Role of the Board of Education, Policy 1.400 School Board Meetings, Policy 1.800 School Calendar, Policy 1.801 School Day, Policy 1.8011 Emergency Closings, Policy 3.206 Community Use of School Facilities, Policy 4.200 Curriculum Development, Policy 4.209 Alternative Credit Options, Policy 6.200 Attendance, and Policy 6.310 Dress Code.

N. Approve the School Resource Officer (SRO) Program Agreement between the City of Elizabethton, Elizabethton Police Department, and Elizabethton City Schools for the FY 2020/2021.

O. Approve and ratify the purchase of Certica Platform-Professional Edition (enCASE) with Extended Assessment Analytics and Assistance with the Review and QA, in the amount of \$39,680.00, to be purchased with CARES ACT (ESSER) funds and General Purpose funds.

P. Approve the Director of Schools, in consultation with legal counsel, to negotiate with Partners for Digital to provide digital curriculum for students for the 2020-2021 school year, to be paid with CARES Act (ESSER) and General Purpose Funds.

11. FOR YOUR INFORMATION

A. Jackson, Shields, Yeiser, Holt, Owen & Bryant Statement for the period ending May 31, 2020.

B. Elizabethton City Council Fiscal Year 2020/2021 Budget Approval letter for Elizabethton City Schools in the amount of \$2,400,000.00.

12. NEXT REGULARLY SCHEDULED BOARD MEETING

A. The next regularly scheduled Board Meeting will be held on Monday, August 24, 2020, at 6:30 p.m., in the Mack Pierce Board Room, Elizabethton City Schools Board of Education Offices, located at 804 S. Watauga Avenue, Elizabethton, Tennessee 37643.

13. ADJOURN

ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION
REGULAR SCHEDULED MEETING

Tuesday, June 16, 2020 6:30 PM

Mack Pierce Board Room

The Elizabethton Board of Education met in a regular meeting on Tuesday, June 16, 2020, at 6:30 PM, at Mack Pierce Board Room.

Attendance Taken at 8:40 AM.

Rita Booher: Present

Phil Isaacs: Present

Dr. Grover May: Present

Danny O'Quinn: Present

Eddie Pless: Present

CALL TO ORDER

MOMENT OF SILENCE

PLEDGE TO THE FLAG

APPROVE CONSENT AGENDA AND REGULAR AGENDA

Motion was made by Dr. Grover May, second by Eddie Pless to approve the Consent and Regular Agenda. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0

TIME FOR CITIZENS TO SPEAK

Ms. Susan Peters has asked to address the Board.

Ms. Susan Peters

411 Daytona Place
Elizabethton, Tennessee 37643

Ms. Susan Peters addressed the Board. Reflecting on the last six years. Served on the Board for most of those years. Dr. Gardenhour made difficult personnel decisions doing the right thing for students, teachers, etc. Her own vote was not only his experience but how the teachers felt about him. If you want to test a man's character, give him power. Tenure has been one of reason, logic. Dr. Gardenhour raised funds to complete the stadium. EHS one of 18 XQ Super schools with a student designed program. Accomplishments are laudable. Also led to the largest grant of 2.9 million from XQ. Cutting edge VR labs in the nation. Student Liaison Veronica Watson will be an asset. Dr. Gardenhour lead by example and during the COVID crisis and was concerned that all our people got paid and that our children were loved through the crisis. He has and continues to be true to his word. He acted impartially for the good of the school system.

CONSENT AGENDA

Minutes of Regular Meeting: May 19, 2020.

Approve General Purpose Fund Financial Statement, May 30, 2020.

Approve Federal Projects Fund Financial Statement, May 30, 2020.

Approve School Nutrition Fund Financial Statement, May 30, 2020.

Equipment Disposal Request from John Wright, Principal at West Side Elementary School for the disposal of Wonders-Reading/Writing Workshop Textbooks that have not been used in several years.

Equipment Disposal Request from John Wright, Principal at West Side Elementary School for the disposal of Wonders Reading/Writing Workshop, Wonders Literature Anthology and Wonders Teacher's Editions textbooks.

Equipment Disposal from John Wright, Principal at West Side Elementary School for the disposal of McGraw Hill Wonders Reading materials: Literature Anthology Student Textbooks, Reading/Writing Workshop student textbooks, My Turn Practice student workbooks, Teacher manuals.

Approval for Mr. Tom Hopson, Assistant Principal at EHS and Doctoral Candidate at ETSU, to conduct a study about the effects of response to intervention programs in grades 9-11 at Elizabethton High School.

REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS

OTHER

Director's Update

Working as hard as possible to make sense of what's going on concerning school start-up. Making good decisions, information out to parents by Friday. Mr. VanHuss, Mr. Newman and Mr. Hutchins have been working on this undertaking. Also, Ms. Isaacs has worked hard in making sure our students have been fed. Refer to the sheet he has on the CARES Act Budget. A few things to purchase with ESSR funds. This is for internet connectivity for students, and devices for students in the event of a furlough. This is from the CARES Act. I appreciate the Principals work in getting information from parents/students to determine what students need in the event of another furlough. We've increased our online learning package. Thanks to XQ for supplementing our ESSR money, approximately \$631,000.00. We've also worked with Alex Campbell on a new technology position at EHS and XQ has generously provided money to fund this position for us.

Baseball hitting facility moving along. We should have numbers pretty soon. COVID has slowed the process down. Conceptual drawings and site-based plans.

GRC is on Agenda for the hardening of entrances. Received final fire Marshall approval today.

Moving forward with STEM corridor. Still awaiting a few doors. Project is almost complete.

Reminder: June 22nd to pick up papers to run for School Board.

Ms. Owen to come to EHS for training in July and we'll try to coordinate that. New Title IX regulations, new 504, COVID, and personnel issues.

Teacher at EHS marked for non-rehire. She has passed the Chemistry praxis and we will invite her back.

Board Reports

Ms. Booher stated that we did not add the cadet program on this agenda because it was so large this time. She has spoken with Mr. Thompson about the deadline to inform the Navy as to whether we will continue with the program. The hard deadline is July 15th. She also asked Mr. Thompson to find out if we made a commitment and the wheels fell off the bus if they would be willing to push it back and Mr. Thompson said that would happen. She also stated that we would need to have a called board meeting to add the Cadet Program before July 15th in order to meet the Navy's deadline. The Board will discuss a date for that called meeting.

Ms. Booher congratulated Dr. Gardenhour and thanked him for everything. Dr. May also thanked Dr. Gardenhour for leaving the school system in the best condition possible and wished him well.

Dr. Gardenhour stated that the Board needed to be sure Mr. VanHuss' pay was equal to the job.

Mr. Isaacs also thanked Dr. Gardenhour, he appreciated working with him, wished him the best of luck and stated that he would be missed.

Student Liaison's Report

REGULAR AGENDA

Selection of the Director of Schools in accordance with Board Policy 5.801 and based upon agreed-to criteria from the June 8th Called Board Meeting. Approve Rita Booher, Board Chair, and Debra Owen to negotiate and execute the contract for the Director of Schools.

Motion was made by Danny O'Quinn, second by Eddie Pless to approve the Selection of the Director of Schools in accordance with Board Policy 5.801 and based upon agreed-to criteria from the June 8th Called Board Meeting. Approve Rita

Booher, Board Chair, and Debra Owen to negotiate the contract for Director of Schools. Motion carried.

Rita Booher: nay

Phil Isaacs: aye

Dr. Grover May: nay

Danny O'Quinn: aye

Eddie Pless: aye

aye: 3, nay: 2

Motion was made by Rita Booher, second by Dr. Grover May Ms. Booher made a motion that the entire Board affirms and supports Mr. VanHuss by a unanimous vote. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0

Motion was made by Dr. Grover May, second by Phil Isaacs to approve Rita Booher, Board Chair, and Debra Owen to negotiate and execute the contract for the Director of Schools. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0 Our Board asked that all Board Members write the name of the applicant they selected on the form I prepared for each of them and they were instructed by the Board Chair to pass them to me. Each Board Member passed their

form to me and I read the Board Members' names and their selection for the position for the Director of Schools. Dr. Grover May made a Motion but there was no second so the Motion failed. Then after an intense discussion, Mr. Danny O'Quinn made a Motion to approve Mr. Richard VanHuss as the new Director of Schools and the Motion was seconded by Dr. Grover May.

Ms. Booher asked that Board Members state why they made the decision to choose their candidate:

Mr. O'Quinn: The experience, connections in the community, and he did a great job in the interview.

Mr. Isaacs: Due to the uncertainty and challenges in our school system with capital projects and re-opening we need someone who can hit the ground running and he felt that Mr. VanHuss could do that for us.

Dr. May: He chose Dr. Hebrard because of the same things. He felt like he could hit the ground running. He came in with energy, came away from a family vacation to be here. As much as everyone likes Richard, he has a job already and by removing him from that position we create a void in another position. It was difficult having internal candidates because all three were excellent and that it was a testament to Dr. Gardenhour because you created an environment that did that, preparing them to run the system if they needed to. The other concern was interpersonal within the three internal candidates, it was hard to pick. Each of them had strong qualities and he felt like it would cause a disruption at the Central Office. Dr. Hebrard was his favorite the last time he interviewed, not that Dr. Gardenhour was not good but because he brought the same experience and since then has increased his experience. He's actually been through the Superintendent Academy and it may slow us down because we will have to send Richard to the Academy to be trained. The hurt feelings that this could create and hard feelings. Whomever we pick we're going to be fine. Thank you to Susan for reminding us where we are and how we got here. We need to vote our heart and it's our solemn responsibility to

represent well. It's important we've had these conversations. Both are well qualified.

Veronica Watson: It would be hard to pick from those two. Interpersonal problems could be an issue. They both have very strong points.

Mr. Pless: In choosing Mr. VanHuss he felt we would be filling a void to go another direction. He chose Mr. VanHuss because he is ready, well prepared, has been in the system for years, knows the community, and has good comradery with people. There were other qualified people to take those vacant roles if needed. In all the uncertainty, a well-known candidate, well-respected person can take care of that. Mr. Pless read emails, received phone calls, surveys, and feels very confident that he can lead. He can fill the significant gap from his point of view as a system. Dr. Hebrard was one of his first picks before but there was a significant gap from his point of view from where we are as a system.

Ms. Booher: She was very impressed with all six of the candidates. Each person could be great, and what a good problem to have. She stated she has known Mr. VanHuss for many years and think the world of him. In following the city's lead, they went outside of Elizabethton to find the City Manager. We need someone with a fresh perspective. A new person brings excitement and energy. When she asked Dr. Hebrard what the most difficult thing he'd ever done and he told about having to shut down a CDC Classroom, the amount of effort and thought he put into that, reinforced that he's a strong leader. She liked that he had gone through the TSBA Superintendent's Academy. We need someone that can take charge of the ongoing COVID crisis. She liked that he mentioned "relationships," not friendships. When you come in fresh and don't know anybody you get to know the community. Dr. Hebrard would fit in well in Elizabethton. He stated he'd never been given anything and that he had worked for everything he's ever had. He has a hardworking attitude. She stated she liked him when he interviewed five years ago. I also liked the fact that even though he's over so many programs he still attended the Leadership Academy.

Ms. Booher: Added that when the Board put their names in to be voted on, you kinda hope you never have to make this decision, but this is the single most important decision this Board is going to make. She also stated that a teacher had told her that this decision sets the tone, sets the pace that really determines the teacher's careers, our students' futures and that has weighed on her very heavily. It's a big decision, it's a win either way, but this is very hard.

Veronica Watson: She also added that it's easier to pick someone that's familiar but that isn't necessarily what is best to move forward. Outside experiences can be rewarding especially in these times and it's a good time to do that.

Mr. Pless: Added that there's nothing easy about picking someone that's familiar.

The second part of this Agenda Item is to approve the Board Chair and Debra Owen to negotiate and execute the Contract for the Director of Schools. Motion was made by Dr. Grover May and a second was made by Mr. Phil Isaacs. Ms. Booher asked if anyone would like to add anything to discuss. Ms. Booher stated that she would have a copy of the current Director's contract for Mr. VanHuss to review and discuss with her. Ms. Owen would represent the Board's interest, Mr. VanHuss will have an attorney to look over the contract and make suggestions regarding changes that need to be made. Ms. Booher stated that it is usually a simple process and gave the Board Members an opportunity to discuss any changes they felt necessary about the Contract. There was no discussion. Ms. Booher called for a vote on the negotiation of the Contract. The vote was all ayes. Motion Carried.

Approve the Director of Schools to negotiate a contract with Reinhart Food Service, Johnson City, Tennessee (Southern Appalachian Mountain Co-Op) for the 2020-2021 school year with the option to renew on a yearly basis for a time not to exceed three (3) years starting July 1, 2020.

Motion was made by Dr. Grover May, second by Phil Isaacs to approve the Director of Schools to negotiate a contract with Reinhart Food Service, Johnson City, Tennessee (Southern Appalachian Mountain Co-Op) for the 2020-2021 school year, with the option to renew on a yearly basis for a time not to exceed three (3) years starting July 1, 2020. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0Ms. Isaacs has been working on this for months to get us in the best situation possible. The Co-Op is Reinhart Food Service in Johnson City. It will really be beneficial to have someone local working with us. The items are bought on a contract and has driven the price down and we will save money overall. She's been to tastings of things we need for quality throughout the Spring to get where we are today. I think they'll be a huge help for Ms. Isaacs. Ms. Booher stated she thought this would give us some buying power.

Approve the Renewal of Bid No. 2018-2019-01-SN for bread and bakery products from Flowers Baking Company for the bid period July 1, 2020 through June 30, 2021.

Motion was made by Dr. Grover May, second by Danny O'Quinn to approve the Renewal of Bid No. 2018-2019-01-SN for bread and bakery products from Flowers Baking Company for the bid period July 1, 2020 through June 30, 2021. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0

Motion was made by Dr. Grover May, second by Danny O'Quinn to approve the renewal of Bid No. 2018-2019-01-SN for bread and bakery products from Flowers Baking Company for the bid period July 1, 2020 through June 30, 2021. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0 This is just a renewal of the same contract we have every year.

Approve the Renewal of Bid No. 2018-2019-02-SN for milk and ice cream products from Mayfield Dairy for the bid period July 1, 2020 through June 30, 2021.

Motion was made by Danny O'Quinn, second by Dr. Grover May to approve the Renewal of Bid No. 2018-2019-02-SN for milk and ice cream products from Mayfield Dairy for the bid period July 1, 2020 through June 30, 2021. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0

Approve the Renewal of RFP 2019-2020-01, Lawn Maintenance Services by Jabez Complete Lawn Service for the fiscal year of July 1, 2020 through June 30, 2021.

Motion was made by Eddie Pless, second by Dr. Grover May to approve the Renewal of RFP 2019-2020-01, Lawn Maintenance Services by Jabez Complete Lawn Service for the fiscal year of July 1, 2020 through June 30, 2021. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0

Motion was made by Eddie Pless, second by Danny O'Quinn to approve the renewal of RFP 2019-2020-01, Lawn Maintenance Services by Jabez Complete Lawn Service for the fiscal year of July 1, 2020 through June 30, 2021. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0 This is the same Contract we've had and the price is the same that we've paid in the past.

Approve the Renewal of RFP 2019-2020-02, Pest Control Services with Chappell's Pest Control for the fiscal year of July 1, 2020 through June 30, 2021.

Motion was made by Phil Isaacs, second by Dr. Grover May to approve the Renewal of RFP 2019-2020-02, Pest Control Services with Chappell's Pest Control for the fiscal year of July 1, 2020 through June 30, 2021. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0 There's no increase in the amount this year and they always do a great job for us.

Approve the renewal of the Dual Enrollment Memorandum of Understanding between Elizabethton City Schools and Northeast State Community College for the 2020-2021 school year.

Motion was made by Dr. Grover May, second by Eddie Pless to approve the renewal of the Dual Enrollment Memorandum of Understanding between Elizabethton City Schools and Northeast State Community College for the 2020-2021 school year.

Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0

Motion was made by Dr. Grover May, second by Eddie Pless to approve the renewal of the Dual Enrollment Memorandum of Understanding between Elizabethton City Schools and Northeast State Community College for the 2020-2021 school year.

Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0Renews our relationship with NE State for our Dual Enrollment.

Approve the purchase of thirty (30) laptop computers from Dell Technologies in the amount of \$787.39 each, for a total of \$23,621.70, for the Library Media Center to be used to create a more flexible learning space at Elizabethton High School.

Motion was made by Dr. Grover May, second by Danny O'Quinn to approve the purchase of thirty (30) laptop computers from Dell Technologies in the amount of \$787.39 each, for a total of \$23,621.70, for the Library Media Center to be used to create a more flexible learning space at Elizabethton High School. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0

Motion was made by Dr. Grover May, second by Danny O'Quinn to approve the purchase of thirty (30) laptop computers from Dell Technologies in the amount of \$787.39 each, for a total of \$23,621.70, for the Library Media Center to be used to create a more flexible learning space at Elizabethton High School. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0 Mr. Hensley has done painting, restructuring, re-flooring in the library and the plan is to create more space and a better learning environment for the students to sit in the library (a coffee shop type environment). He, Mr. Minton, Mr. Campbell, and students have worked on this.

Approve the Contract between the Elizabethton Board of Education and Dr. John Angelopoulos, dba Human Development Counseling for psychological services, for the term of three (3) years, effective July 1, 2020, through June 30, 2023.

Motion was made by Dr. Grover May, second by Danny O'Quinn to approve the Contract between the Elizabethton Board of Education and Dr. John Angelopoulos, dba Human Development Counseling for psychological services, for the term of three (3) years, effective July 1, 2020 through June 30, 2023. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0

Motion was made by Dr. Grover May, second by Danny O'Quinn to approve the Contract between the Elizabethton Board of Education and Dr. John Angelopoulos, dba Human Development Counseling for psychological services, for the term of three (3) years, effective July 1, 2020 through June 30, 2023. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0 He does a great job and counsels students and employees if they need it.

Mr. Pless asked if this was usually a three-year contract. Dr. Gardenhour answered that it was a three-year contract and we renew it every year.

Approve the Contract between the Elizabethton Board of Education and Kim Hall for psychological services, for the term of three (3) years, effective July 1, 2020, through June 30, 2023.

Motion was made by Dr. Grover May, second by Phil Isaacs to approve the Contract between the Elizabethton Board of Education and Kim Hall for psychological services, for the term of three (3) years, effective July 1, 2020, through June 30, 2023. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0 Kim has been with us ten years.

Approve the purchase of thirty (30) Oculus Quest All-In-One VR Gaming Headsets from Lobaki, Inc., in the amount of \$399.00 each, for a total of \$21,979.70.

Motion was made by Dr. Grover May, second by Phil Isaacs to approve the purchase of thirty (30) Oculus Quest All-In-One VR Gaming Headsets from Lobaki, Inc., in the amount of \$399.00 each, for a total of \$21,979.70. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0

Motion was made by Dr. Grover May, second by Phil Isaacs to approve the purchase of thirty (30) Oculus Quest All-In-One VR Gaming Headsets from Lobaki, Inc., in the amount of \$399.00 each, for a total of \$21,979.70. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0 These are for our VR Classroom and to get some of the headsets we already have into the hands of other students within the building to increase that program.

Dr. May asked how many headsets we currently have. Mr. Campbell stated that we have 20 stations and almost all are dedicated to students already in the program.

This will give us two sets of 15 that would go out to the classrooms to be used there. Dr. May also asked if we'd had any problems with any of the headsets. Mr. Isaacs asked if these were paid for by XQ Funds. Dr. Gardenhour affirmed they were.

Mr. Campbell stated that we haven't had any problems with our headsets. The ones we currently have are tethered to a computer but the new ones are not. Ms. Booher asked if a teacher were teaching on Egypt could the information be loaded onto the headsets and the student travel to the pyramids. Mr. Campbell stated that was correct. He also stated that maybe half the class would be using the headsets while the other half were working in a different way then the students would switch so all the students would have the opportunity to use the headsets. Two classroom sets could travel to any teacher in the building.

Ms. Booher stated that if anyone has not had the opportunity to put one of the VR headsets on and ride the roller coaster you need to do it. It's amazing.

Approve the State Contract purchase of 200 laptop computers and accessories from Dell Technologies for Teacher use in the amount of \$157,998.00 (utilizing Elementary and Secondary School Emergency Relief (ESSER) and XQ Funds). State Contract Purchase

Motion was made by Dr. Grover May, second by Eddie Pless to approve the State Contract purchase of 200 laptop computers and accessories from Dell Technologies for Teacher use in the amount of \$157,998.00 (utilizing Elementary and Secondary School Emergency Relief (ESSER) and XQ Funds). State Contract Purchase Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0 This purchase is to insure that all teachers have a computer with a camera they can transport if they are working from home. This is part of the CARES Act money and ESSR funds that we have.

Approve the State Contract purchase of 1500 Lenovo Chromebooks from CDW-G for student use in the amount of \$300,000.00 (utilizing Elementary and Secondary School Emergency Relief (ESSER) Funds and XQ Funds). State Contract Purchase Motion was made by Dr. Grover May, second by Phil Isaacs to approve the State Contract purchase of 1500 Lenovo Chromebooks from CDW-G for student use in the amount of \$300,000.00 (utilizing Elementary and Secondary School Emergency Relief (ESSER) Funds and XQ Funds). State Contract Purchase Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0 Thank you to XQ for not only matching the dollars but adding a significant amount of dollars to take care of our students.

Approve the Contract between Elizabethton City Schools and GoinsRashCain, Inc. as Construction Manager for the hardening of entrances at Elizabethton High School, Harold McCormick Elementary School and East Side Elementary School. Motion was made by Eddie Pless, second by Dr. Grover May to approve the Contract between Elizabethton City Schools and GoinsRashCain, Inc. as Construction Manager for the hardening of entrances at Elizabethton High School, Harold McCormick Elementary School and East Side Elementary School. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0 This is the first of three projects (Harold McCormick, East Side, and EHS) for the protected entrances. We anticipate having the documents reflecting the total amount (price not to exceed) this week and it should be about \$285,000.00. We

have the COPS Grant and that's about \$140,000.00, and the 285,000.00 takes into account all Tom Weems fees including the 5% for GRC if they are chosen this evening. Dr. Gardenhour said he would recommend that we stay with GRC with regard to the other projects to follow. We will have to have a called meeting mid-July about the restroom renovations at TAD which we anticipate the cost to be around \$385,000.00. Also, the TAD roof project would be around \$685,000.00 with contingency funds in case there's a surprise. We have 1.42 million to complete all five projects. The estimated price is 1.35 million. There's still a cushion in there if needed. We've spent extra time on the front end to be sure we don't have a lot of surprises. There's still a lot of hunger to get people back to work. Three project bundle first, restroom project mid-july and the roofing project to begin August 1st. The Fire Marshal turned everything around in one week and that was a blessing. We anticipate working with the Fire Marshal again regarding the restroom renovations at TAD. We will have all new plumbing, new fixtures and restrooms.

Dr. May asked if we could have the called meeting when Ms. Owen is here.

Approve the creation of one full-time Instructional Coordinator position at Elizabethton High School (pending budget approval from XQ).

Motion was made by Dr. Grover May, second by Eddie Pless to approve the State Contract purchase of 1500 Lenovo Chromebooks from CDW-G for student use in the amount of \$300,000.00 (utilizing Elementary and Secondary School Emergency Relief (ESSER) Funds and XQ Funds). State Contract Purchase Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0 We need a "techie" person that understands education. XQ will provide for this position. Thank you, Mr. Campbell and Mr. Minton for working on this.

Dr. Gardenhour stated that XQ would be funding this position. We have not made a job description for this position yet.

FOR YOUR INFORMATION

NEXT REGULARLY SCHEDULED BOARD MEETING

The Next Regularly Scheduled Board Meeting will be held on Tuesday, July 21, 2020, at 6:30 p.m. in the Mack Pierce Board Room at the Elizabethton City Schools Board of Education Office, located at 804 S. Watauga Avenue, Elizabethton, Tennessee.

ADJOURN

Motion was made by Phil Isaacs, second by Dr. Grover May Motion to Adjourn
Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0A motion was made by Mr. Isaacs and was seconded by Dr. Grover May to adjourn the meeting.

Chairman of the Board
Schools

Director of

**ELIZABETHTON CITY SCHOOLS
SCHOOL NUTRITION BUDGET**

| | | 2019-2020 ORIGINAL BUDGET | AMENDMENT # 1 SNP JUNE | 2019-2020 AMENDED BUDGET |
|---|---|--|---------------------------------------|---|
| ESTIMATED REVENUES AND OTHER SOURCES | | | | |
| 43000 | Charges for Current Services | 241,575.00 | 0.00 | 241,575.00 |
| 44000 | Other Local Revenues | 4,000.00 | 0.00 | 4,000.00 |
| 46500 | State Education Funds | 10,500.00 | 100.00 | 10,600.00 |
| 47100 | Federal Funds Received thru State | <u>964,000.00</u> | <u>(90,775.00)</u> | <u>873,225.00</u> |
| TOTAL ESTIMATED REVENUES AND OTHER SOURCES | | <u>1,220,075.00</u> | <u>(90,675.00)</u> | <u>1,129,400.00</u> |
| ESTIMATED RESERVES | | | | |
| 39000 | Reserves to be used for Specific Projects | 0.00 | 0.00 | 0.00 |
| TOTAL ESTIMATED RESERVES | | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> |
| ESTIMATED EXPENDITURES | | | | |
| NON-INSTRUCTIONAL SERVICES | | | | |
| 73100 | Food Service | <u>1,220,075.00</u> | <u>(90,675.00)</u> | <u>1,129,400.00</u> |
| TOTAL EXPENDITURES | | <u>1,220,075.00</u> | <u>(90,675.00)</u> | <u>1,129,400.00</u> |
| ESTIMATED REVENUE & RESERVES OVER EXPENDITURES | | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> |

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

**Fiscal Year 2019-2020
4th Quarter - June 2020**

| Account | REVENUES | Approved | Debit | Credit | Amended |
|----------------|--|---------------------|------------------|---------------------------------|---------------------|
| Code | Description | Budget | Decrease | Increase | Budget |
| 46500 | State Education Funds | | | | |
| 46520 | School Food Service - Local Match | 10,500.00 | | 100.00 | 10,600.00 |
| | | | | | |
| 47100 | Federal Funds Received thru State | | | | |
| 47111 | USDA School Lunch Program | 581,000.00 | 50,000.00 | | 531,000.00 |
| 47113 | USDA Breakfast | | 40,775.00 | | (40,775.00) |
| | | | | | |
| | TOTALS | 591,500.00 | 90,775.00 | 100.00 | 500,825.00 |
| | | | | | |
| | | \$90,675.00 | | Decrease in Revenues | |
| Account | EXPENDITURES | Approved | Debit | Credit | Amended |
| Code | Description | Budget | Increase | Decrease | Budget |
| 73100 | Food Service Program | | | | |
| 105 | Supervisor | 41,955.00 | 3,550.00 | | 45,505.00 |
| 162 | Clerical Personnel | 0.00 | 15,625.00 | | 15,625.00 |
| 165 | Cafeteria Personnel | 337,765.00 | | 23,000.00 | 314,765.00 |
| 201 | Social Security | 23,545.00 | | 1,750.00 | 21,795.00 |
| 204 | State Retirement | 30,360.00 | 1,450.00 | | 31,810.00 |
| 207 | Medical Insurance | 149,735.00 | 2,850.00 | | 152,585.00 |
| 208 | Dental Insurance | 7,175.00 | | 1,100.00 | 6,075.00 |
| 336 | Maintenance & Repair - Equipment | 8,500.00 | 4,000.00 | | 12,500.00 |
| 354 | Transportation Other than Students | 2,500.00 | | 1,000.00 | 1,500.00 |
| 422 | Food Supplies | 470,000.00 | | 84,000.00 | 386,000.00 |
| 499 | Other Supplies & Materials | 31,500.00 | | 1,800.00 | 29,700.00 |
| 524 | Inservice / Staff Development | 1,050.00 | 900.00 | | 1,950.00 |
| 599 | Other Charges | 10,000.00 | | 2,600.00 | 7,400.00 |
| 710 | Food Service Equipment | 5,000.00 | | 3,800.00 | 1,200.00 |
| | | | | | |
| | TOTALS | 1,119,085.00 | 28,375.00 | 119,050.00 | 1,028,410.00 |
| | | | | | |
| | | \$90,675.00 | | Decrease in Expenditures | |
| | | | | | |
| | | \$0.00 | | Net Change | |

**ELIZABETHTON CITY SCHOOLS
GENERAL PURPOSE BUDGET
2019-2020**

| | | ORIGINAL BUDGET | AMENDMENT #1 GP August | AMENDMENT #2 GP June | AMENDED BUDGET |
|---|---|-----------------------------|---------------------------------------|-------------------------------------|-----------------------------|
| ESTIMATED REVENUES AND OTHER SOURCES | | | | | |
| 40000 | Local Taxes | 5,601,075.00 | 49,955.00 | 94,495.00 | 5,745,525.00 |
| 41000 | Licenses & Permits | 600.00 | 0.00 | 0.00 | 600.00 |
| 43000 | Charges for Current Services | 533,302.00 | 0.00 | 3,750.00 | 537,052.00 |
| 44000 | Other Local Revenues | 27,300.00 | 8,000.00 | 384,995.00 | 420,295.00 |
| 46500 | State Education Funds | 14,606,638.00 | 193,660.00 | 936.62 | 14,801,234.62 |
| 46800 | Other State Revenues | 245,580.00 | 0.00 | 44,240.00 | 289,820.00 |
| 48000 | Other Governments and Citizens Groups | 25,200.00 | 0.00 | 26,280.00 | 51,480.00 |
| 49000 | Other Sources - Indirect Cost | 37,200.00 | 0.00 | (5,000.00) | 32,200.00 |
| 49000 | Other Sources - City General Fund Transfer | 2,400,000.00 | 0.00 | 0.00 | 2,400,000.00 |
| 49000 | Other Sources - City - Excess Sales Tax | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL ESTIMATED REVENUES AND OTHER SOURCES | | <u>23,476,895.00</u> | <u>251,615.00</u> | <u>549,696.62</u> | <u>24,278,206.62</u> |
| ESTIMATED RESERVES | | | | | |
| 34000 | Reserves to be Used for Specific Projects | 0.00 | 0.00 | 167,530.00 | 167,530.00 |
| TOTAL ESTIMATED RESERVES | | <u>0.00</u> | <u>0.00</u> | <u>167,530.00</u> | <u>167,530.00</u> |
| TOTAL AVAILABLE FUNDS | | <u>23,476,895.00</u> | <u>251,615.00</u> | <u>717,226.62</u> | <u>24,445,736.62</u> |
| ESTIMATED EXPENDITURES | | | | | |
| INSTRUCTION | | | | | |
| 71100 | Regular Instruction Program | 10,908,790.00 | 0.00 | (73,469.00) | 10,835,321.00 |
| 71200 | Special Education Program | 1,891,699.00 | 0.00 | 46,605.00 | 1,938,304.00 |
| 71300 | Vocational Education Program | 1,043,531.00 | 0.00 | 20,740.00 | 1,064,271.00 |
| 71400 | Student Body Education Program | 306,665.00 | 0.00 | 6,325.00 | 312,990.00 |
| TOTAL INSTRUCTION | | <u>14,150,685.00</u> | <u>0.00</u> | <u>201.00</u> | <u>14,150,886.00</u> |
| SUPPORT SERVICES | | | | | |
| 72100 | Students | 1,270,265.00 | 132,660.00 | (430.00) | 1,402,495.00 |
| 72200 | Instructional Support | 1,959,566.00 | 0.00 | 3,800.00 | 1,963,366.00 |
| 72300 | General Administration | 805,693.00 | 2,250.00 | 4,775.00 | 812,718.00 |
| 72400 | School Administration - Office of Principal | 1,451,621.00 | 78,575.00 | 9,100.00 | 1,539,296.00 |
| 72500 | Business Administration | 283,084.00 | 6,600.00 | 0.00 | 289,684.00 |
| 72600 | Operation and Maintenance of Plant | 2,346,436.00 | 15,545.00 | 119,976.00 | 2,481,957.00 |
| 72700 | Student Transportation | 491,214.00 | 15,985.00 | 23,930.00 | 531,129.00 |
| TOTAL SUPPORT SERVICES | | <u>8,607,879.00</u> | <u>251,615.00</u> | <u>161,151.00</u> | <u>9,020,645.00</u> |
| NON-INSTRUCTIONAL SERVICES | | | | | |
| 73300 | Community Services | 216,552.00 | 0.00 | 0.00 | 216,552.00 |
| 73400 | Early Childhood Education | 404,779.00 | 0.00 | (921.38) | 403,857.62 |
| 76100 | Regular Capital Outlay | 92,000.00 | 0.00 | 556,796.00 | 648,796.00 |
| 99100 | Operating Transfers | 5,000.00 | 0.00 | 0.00 | 5,000.00 |
| NON-INSTRUCTIONAL SERVICES | | <u>718,331.00</u> | <u>0.00</u> | <u>555,874.62</u> | <u>1,274,205.62</u> |
| TOTAL EXPENDITURES | | <u>23,476,895.00</u> | <u>251,615.00</u> | <u>717,226.62</u> | <u>24,445,736.62</u> |
| ESTIMATED REVENUE & RESERVES OVER EXPENDITURES | | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> |

**ELIZABETHTON CITY
SCHOOLS**

**GENERAL PURPOSE FUND
BUDGET AMENDMENT #2 GP**

**Fiscal Year 2019-2020
June 2020**

| Account Code | | <u>RESERVES</u> Description | Approved Budget | Debit Decrease | Credit Increase | Amended Budget |
|---------------------|-------|--|------------------------|-----------------------|------------------------|-----------------------|
| 34560 | 05100 | Assigned for Instruction | 0.00 | | 8,167.00 | 8,167.00 |
| 34760 | 40003 | Assigned for Instruction | 0.00 | | 15,500.00 | 15,500.00 |
| 34760 | 15002 | Assigned for Instruction | 0.00 | | 25,862.00 | 25,862.00 |
| 34760 | 07000 | Assigned for Instruction | 0.00 | | 2,100.00 | 2,100.00 |
| 34760 | 90800 | Assigned for Instruction | 0.00 | | 9,800.00 | 9,800.00 |
| 34770 | 05201 | Assigned for Technology | 0.00 | | 62,765.00 | 62,765.00 |
| 34775 | 60005 | Assigned for Capital Outlay - EHS & HME | 0.00 | | 43,336.00 | 43,336.00 |
| | | TOTALS | 0.00 | 0.00 | 167,530.00 | 167,530.00 |
| | | Increase in Reserves | | 167,530.00 | | |
| Account Code | | <u>REVENUES</u> Description | Approved Budget | Debit Decrease | Credit Increase | Amended Budget |
| 40100 | | <u>County Property Tax</u> | | | | |
| 40130 | | Cir Clk / Clk & Master | 18,000.00 | | 5,200.00 | 23,200.00 |
| 40140 | | Interest & Penalty | 23,000.00 | | 3,100.00 | 26,100.00 |
| 40200 | | <u>County Taxes</u> | | | | |
| 40210 | | Local Option Sales Tax | 2,324,955.00 | | 75,045.00 | 2,400,000.00 |
| 40275 | | Mixed Drink Tax | 16,000.00 | | 1,000.00 | 17,000.00 |
| 40320 | | Bank Excise Tax | 20,550.00 | | 10,150.00 | 30,700.00 |
| 43500 | | <u>Education Charges</u> | | | | |
| 43511 | | Tuition - Regular Day | 310,000.00 | | 3,750.00 | 313,750.00 |
| 44000 | | <u>Other Local Revenues</u> | | | | |
| 44110 | | Investment Income | 34,000.00 | 10,500.00 | | 23,500.00 |
| 44990 | | Other Local Revenues | 300.00 | | 800.00 | 1,100.00 |
| 44990 | 5800 | Other Local Revenues - Rails to Trails | 0.00 | | 394,695.00 | 394,695.00 |
| 46500 | | <u>State Education Funds</u> | | | | |
| 46515 | 35000 | Early Childhood Education | 404,779.00 | 921.38 | | 403,857.62 |
| 46550 | | Driver Education | 8,250.00 | | 3,850.00 | 12,100.00 |
| 46590 | | Other State Education Funds | 1,250.00 | | 6,175.00 | 7,425.00 |
| 46610 | 05100 | Career Ladder Program | 41,359.00 | 8,167.00 | | 33,192.00 |
| 46980 | 15350 | CTE - ESPO Grant | 0.00 | | 6,740.00 | 6,740.00 |
| 46980 | 15400 | CTE - Three Star Grant | 0.00 | | 17,500.00 | 17,500.00 |
| 46980 | 15500 | CTE - Aviation Grant | 0.00 | | 30,000.00 | 30,000.00 |
| 46980 | 90500 | Read to be Ready | 10,000.00 | 10,000.00 | | 0.00 |
| 48600 | | <u>Citizens Groups</u> | | | | |
| 48610 | | Donations | 200.00 | | 26,300.00 | 26,500.00 |
| 48610 | 06000 | Donations - Connie Baker Lab | 0.00 | | 1,400.00 | 1,400.00 |
| 48610 | 50001 | Donations - Special Education | 0.00 | | 4,580.00 | 4,580.00 |
| 48610 | 90800 | Donations - BTSB | 15,000.00 | 6,000.00 | | 9,000.00 |
| 49000 | | <u>Other Sources</u> | | | | |
| 49800 | | Operating Transfers | 37,200.00 | 5,000.00 | | 32,200.00 |
| | | TOTALS | 3,264,843.00 | 40,588.38 | 590,285.00 | 3,814,539.62 |
| | | Increase in Revenues | | 549,696.62 | | |

**ELIZABETHTON CITY
SCHOOLS**

**GENERAL PURPOSE FUND
BUDGET AMENDMENT #2 GP**

**Fiscal Year 2019-2020
June 2020**

| Account Code | | <u>EXPENDITURES</u> Description | Approved Budget | Debit Increase | Credit Decrease | Amended Budget |
|--------------|-------|--|-----------------|----------------|-----------------|----------------|
| 71100 | | <u>Regular Education Program</u> | | | | |
| 116 | | Teachers | 7,072,252.00 | 52,000.00 | | 7,124,252.00 |
| 163 | | Educational Assistants | 235,881.00 | | 9,000.00 | 226,881.00 |
| 189 | | Other Salaries & Wages | 161,965.00 | 1,500.00 | | 163,465.00 |
| 189 | 05500 | Other Salaries & Wages | 30,000.00 | | 5,000.00 | 25,000.00 |
| 195 | | Certified Substitutue Teachers | 20,000.00 | | 14,000.00 | 6,000.00 |
| 198 | | Non-Certified Substitutue Teachers | 115,000.00 | | 45,000.00 | 70,000.00 |
| 201 | | Social Security | 465,000.00 | | 18,000.00 | 447,000.00 |
| 204 | | State Retirement | 750,000.00 | | 30,000.00 | 720,000.00 |
| 206 | | Life Insurance | 13,343.00 | 63.00 | | 13,406.00 |
| 207 | | Medical Insurance | 1,200,000.00 | 22,000.00 | | 1,222,000.00 |
| 207 | 05400 | Medical Insurance | 52,532.00 | 2,500.00 | | 55,032.00 |
| 212 | | Employer Medicare | 110,000.00 | | 4,500.00 | 105,500.00 |
| 217 | | TCRS-SRT | 30,000.00 | | 2,500.00 | 27,500.00 |
| 399 | | Other Contracted Services | 54,000.00 | | 24,000.00 | 30,000.00 |
| 429 | 10000 | Instructional Supplies | 17,444.00 | | 169.00 | 17,275.00 |
| 429 | 15000 | Instructional Supplies | 47,504.00 | 19,550.00 | | 67,054.00 |
| 429 | 20000 | Instructional Supplies | 16,691.00 | | 163.00 | 16,528.00 |
| 429 | 25000 | Instructional Supplies | 29,732.00 | | 6,401.00 | 23,331.00 |
| 429 | 30000 | Instructional Supplies | 16,448.00 | | 161.00 | 16,287.00 |
| 429 | 90500 | Instructional Supplies | 8,000.00 | | 8,000.00 | 0.00 |
| 449 | 10000 | Textbooks | 20,000.00 | | 12,000.00 | 8,000.00 |
| 449 | 15000 | Textbooks | 100,000.00 | 5,000.00 | | 105,000.00 |
| 449 | 20000 | Textbooks | 20,000.00 | | 12,000.00 | 8,000.00 |
| 449 | 25000 | Textbooks | 60,000.00 | | 7,000.00 | 53,000.00 |
| 449 | 30000 | Textbooks | 20,000.00 | | 12,000.00 | 8,000.00 |
| 499 | | Other Supplies & Materials | 0.00 | 1,500.00 | | 1,500.00 |
| 499 | 15003 | Other Supplies & Materials | 13,500.00 | 1,000.00 | | 14,500.00 |
| 499 | 40003 | Other Supplies & Materials | 0.00 | 4,950.00 | | 4,950.00 |
| 499 | 90600 | Other Supplies & Materials | 37,000.00 | 500.00 | | 37,500.00 |
| 722 | 15002 | Regular Instruction Equipment | 0.00 | 25,862.00 | | 25,862.00 |
| 71200 | | <u>Special Education Program</u> | | | | |
| 116 | | Teachers | 798,782.00 | 50,000.00 | | 848,782.00 |
| 163 | | Educational Assistants | 345,506.00 | | 10,000.00 | 335,506.00 |
| 171 | | Speech Pathologists | 159,401.00 | 2,500.00 | | 161,901.00 |
| 195 | | Certified Substitutue Teachers | 2,500.00 | | 2,000.00 | 500.00 |
| 198 | | Non-Certified Substitutue Teachers | 20,000.00 | | 12,000.00 | 8,000.00 |
| 204 | | State Retirement | 115,170.00 | 2,500.00 | | 117,670.00 |
| 206 | | Life Insurance | 2,373.00 | 75.00 | | 2,448.00 |
| 207 | | Medical Insurance | 231,305.00 | 6,000.00 | | 237,305.00 |
| 207 | 05400 | Medical Insurance | 8,070.00 | 1,350.00 | | 9,420.00 |
| 312 | | Contracts with Private Agencies | 40,000.00 | 1,500.00 | | 41,500.00 |
| 429 | 07000 | Instructional Supplies | 0.00 | 2,100.00 | | 2,100.00 |
| 429 | 50001 | Instructional Supplies | 0.00 | 1,000.00 | | 1,000.00 |
| 725 | 50001 | Special Education Equipment | 0.00 | 3,580.00 | | 3,580.00 |
| 71300 | | <u>Vocational Education Program</u> | | | | |
| 116 | | Teachers | 732,790.00 | | 13,000.00 | 719,790.00 |
| 198 | | Non-Certified Substitutes | 14,000.00 | | 5,000.00 | 9,000.00 |
| 201 | | Social Security | 45,500.00 | | 3,500.00 | 42,000.00 |
| 204 | | State Retirement | 77,900.00 | | 12,000.00 | 65,900.00 |
| 499 | 15350 | Other Supplies & Materials - EPSO | 0.00 | 6,740.00 | | 6,740.00 |
| 730 | 15400 | CTE Equipment - Three Star Grant | 0.00 | 17,500.00 | | 17,500.00 |
| 730 | 15500 | CTE Equipment - Aviation Grant | 0.00 | 30,000.00 | | 30,000.00 |

**ELIZABETHTON CITY
SCHOOLS**

**GENERAL PURPOSE FUND
BUDGET AMENDMENT #2 GP**

**Fiscal Year 2019-2020
June 2020**

| Account Code | | <u>EXPENDITURES</u> Description | Approved Budget | Debit Increase | Credit Decrease | Amended Budget |
|--------------|-------|---|-----------------|----------------|-----------------|----------------|
| 71400 | | <u>Student Body Education</u> | | | | |
| 189 | | Other Salaries & Wages | 242,361.00 | | 9,000.00 | 233,361.00 |
| 204 | | State Retirement | 22,600.00 | | 5,000.00 | 17,600.00 |
| 212 | | Employer Medicare | 3,500.00 | 400.00 | | 3,900.00 |
| 499 | 15000 | Other Supplies & Materials | 2,450.00 | 15,525.00 | | 17,975.00 |
| 599 | 15000 | Other Charges | 7,500.00 | 2,475.00 | | 9,975.00 |
| 599 | 40003 | Other Charges | 0.00 | 1,925.00 | | 1,925.00 |
| 72110 | | <u>Attendance</u> | | | | |
| 201 | | Social Security | 2,800.00 | 75.00 | | 2,875.00 |
| 207 | | Medical Insurance | 7,044.00 | 175.00 | | 7,219.00 |
| 212 | | Employer Medicare | 650.00 | 25.00 | | 675.00 |
| 399 | | Other Contracted Services | 13,600.00 | 11,000.00 | | 24,600.00 |
| 499 | | Other Supplies & Materials | 2,000.00 | 3,050.00 | | 5,050.00 |
| 72120 | | <u>Health Services</u> | | | | |
| 105 | 90200 | Supervisor / Director | 59,767.00 | | 12,723.00 | 47,044.00 |
| 201 | 90200 | Social Security | 3,705.00 | | 827.00 | 2,878.00 |
| 204 | 90200 | State Retirement | 5,685.00 | | 1,211.00 | 4,474.00 |
| 208 | 90200 | Dental Insurance | 315.00 | | 8.00 | 307.00 |
| 212 | 90200 | Employer Medicare | 865.00 | | 232.00 | 633.00 |
| 399 | 90200 | Other Contracted Services | 500.00 | | 92.00 | 408.00 |
| 499 | 90200 | Other Supplies & Materials | 3,193.00 | 12,993.00 | | 16,186.00 |
| 524 | 90200 | In-Service / Staff Development | 3,500.00 | 2,100.00 | | 5,600.00 |
| 131 | | Medical Personnel | 163,320.00 | 12,000.00 | | 175,320.00 |
| 201 | | Social Security | 100,125.00 | 300.00 | | 100,425.00 |
| 212 | | Employer Medicare | 2,350.00 | 100.00 | | 2,450.00 |
| 72130 | | <u>Other Student Support</u> | | | | |
| 123 | | Guidance Personnel | 310,530.00 | 9,300.00 | | 319,830.00 |
| 204 | | State Retirement | 40,850.00 | 625.00 | | 41,475.00 |
| 207 | | Medical Insurance | 83,670.00 | 3,500.00 | | 87,170.00 |
| 309 | 25100 | Contracts with Govt Agencies | 36,440.00 | | 27,580.00 | 8,860.00 |
| 322 | | Evaluation & Testing | 29,000.00 | | 20,000.00 | 9,000.00 |
| 399 | | Other Contracted Services | 43,000.00 | 7,000.00 | | 50,000.00 |
| 72210 | | <u>Regular Education - Support</u> | | | | |
| 105 | | Supervisor/Director | 217,816.00 | 8,400.00 | | 226,216.00 |
| 129 | | Librarian(s) | 270,063.00 | 2,000.00 | | 272,063.00 |
| 204 | | State Retirement | 63,425.00 | 500.00 | | 63,925.00 |
| 399 | | Other Contracted Services | 40,000.00 | | 15,000.00 | 25,000.00 |
| 524 | | In-Service / Staff Development | 3,000.00 | 11,000.00 | | 14,000.00 |
| 524 | 90700 | In-Service / Staff Development | 5,000.00 | 1,500.00 | | 6,500.00 |
| 524 | 90500 | In-Service / Staff Development | 2,000.00 | | 2,000.00 | 0.00 |
| 599 | 90800 | Other Charges - BTSB | 15,000.00 | 3,800.00 | | 18,800.00 |
| 599 | | Other Charges | 0.00 | 3,600.00 | | 3,600.00 |
| 72220 | | <u>Special Education - Support</u> | | | | |
| 105 | | Supervisor/Director | 81,516.00 | | 3,800.00 | 77,716.00 |
| 312 | | Contracts with Private Agencies | 175,000.00 | | 10,000.00 | 165,000.00 |

**ELIZABETHTON CITY
SCHOOLS**

**GENERAL PURPOSE FUND
BUDGET AMENDMENT #2 GP**

**Fiscal Year 2019-2020
June 2020**

| Account Code | EXPENDITURES Description | Approved Budget | Debit Increase | Credit Decrease | Amended Budget |
|--------------|--|-----------------|----------------|-----------------|----------------|
| 72230 | <u>Vocational Education - Support</u> | | | | |
| 105 | Supervisor/Director | 81,053.00 | 2,100.00 | | 83,153.00 |
| 201 | Social Security | 4,987.00 | 800.00 | | 5,787.00 |
| 204 | State Retirement | 10,395.00 | 700.00 | | 11,095.00 |
| 212 | Employer Medicare | 1,152.00 | 200.00 | | 1,352.00 |
| | | | | | |
| 72250 | <u>Technology Services</u> | | | | |
| 336 | Maintenance & Repair Services | 58,000.00 | | 35,000.00 | 23,000.00 |
| 350 | Internet Connectivity | 70,000.00 | 7,600.00 | | 77,600.00 |
| 399 | Other Contracted Services | 30,000.00 | | 12,000.00 | 18,000.00 |
| 411 | Data Processing Supplies | 16,000.00 | | 9,000.00 | 7,000.00 |
| 709 | Data Processing Equipment | 68,500.00 | 48,400.00 | | 116,900.00 |
| | | | | | |
| 72310 | <u>Board of Education</u> | | | | |
| 207 | Medical Insurance | 7,380.00 | 975.00 | | 8,355.00 |
| 331 | Legal Services | 15,000.00 | 1,500.00 | | 16,500.00 |
| 399 | Other Contracted Services | 6,000.00 | | 2,500.00 | 3,500.00 |
| 513 | Workman's Compensation | 180,000.00 | | 18,000.00 | 162,000.00 |
| 599 | Other Charges | 6,000.00 | 5,000.00 | | 11,000.00 |
| | | | | | |
| 72320 | <u>Director of Schools</u> | | | | |
| 101 | Director of Schools | 111,968.00 | 8,200.00 | | 120,168.00 |
| 162 | Clerical Personnel | 17,914.00 | 3,800.00 | | 21,714.00 |
| 201 | Social Security | 11,125.00 | 175.00 | | 11,300.00 |
| 204 | State Retirement | 18,375.00 | 1,250.00 | | 19,625.00 |
| 206 | Life Insurance | 135.00 | 25.00 | | 160.00 |
| 207 | Medical Insurance | 17,050.00 | 5,100.00 | | 22,150.00 |
| 208 | Dental Insurance | 630.00 | 125.00 | | 755.00 |
| 212 | Employer Medicare | 2,600.00 | 50.00 | | 2,650.00 |
| 302 | Advertising | 4,000.00 | 1,000.00 | | 5,000.00 |
| 307 | Communication | 53,000.00 | 2,000.00 | | 55,000.00 |
| 320 | Dues & Memberships | 3,500.00 | | 3,500.00 | 0.00 |
| 399 | Other Contracted Services | 10,000.00 | | 5,000.00 | 5,000.00 |
| 435 | Office Supplies | 5,000.00 | | 2,000.00 | 3,000.00 |
| 524 | Inservice/Staff Development | 5,500.00 | 3,575.00 | | 9,075.00 |
| 599 | Other Charges | 10,000.00 | 3,000.00 | | 13,000.00 |
| | | | | | |
| 72410 | <u>Office of the Principal</u> | | | | |
| 104 | Principals | 419,685.00 | | 2,800.00 | 416,885.00 |
| 139 | Assistant Principals | 332,187.00 | 8,250.00 | | 340,437.00 |
| 161 | Secretary(s) | 163,549.00 | | 4,500.00 | 159,049.00 |
| 189 | Other Salaries & Wages | 135,287.00 | 3,100.00 | | 138,387.00 |
| 201 | Social Security | 68,350.00 | | 3,100.00 | 65,250.00 |
| 204 | State Retirement | 106,040.00 | 6,925.00 | | 112,965.00 |
| 524 | 10000 Inservice/Staff Development | 500.00 | 325.00 | | 825.00 |
| 524 | 15000 Inservice/Staff Development | 500.00 | 325.00 | | 825.00 |
| 524 | 20000 Inservice/Staff Development | 500.00 | 450.00 | | 950.00 |
| 524 | 25000 Inservice/Staff Development | 500.00 | 625.00 | | 1,125.00 |
| 524 | 30000 Inservice/Staff Development | 500.00 | | 500.00 | 0.00 |
| | | | | | |
| 72610 | <u>Operation of Plant</u> | | | | |
| 410 | Custodial Supplies | 9,000.00 | 2,300.00 | | 11,300.00 |
| 410 | 05000 Custodial Supplies | 2,000.00 | 500.00 | | 2,500.00 |
| 434 | Natural Gas | 85,000.00 | | 12,000.00 | 73,000.00 |
| 502 | Building & Contents Insurance | 127,000.00 | | 2,500.00 | 124,500.00 |
| 599 | Other Charges | 8,000.00 | | 3,000.00 | 5,000.00 |

**ELIZABETHTON CITY
SCHOOLS**

**GENERAL PURPOSE FUND
BUDGET AMENDMENT #2 GP**

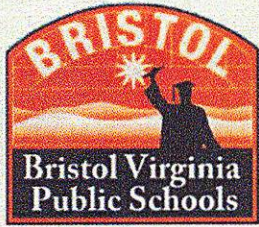
**Fiscal Year 2019-2020
June 2020**

| Account Code | | <u>EXPENDITURES</u> Description | Approved Budget | Debit Increase | Credit Decrease | Amended Budget |
|---------------------------------|-------|---|-----------------|---------------------|-------------------|----------------------|
| 72620 | | <u>Maintenance of Plant</u> | | | | |
| 167 | | Maintenance Personnel | 241,155.00 | | 19,000.00 | 222,155.00 |
| 207 | | Medical Insurance | 44,781.00 | | 5,000.00 | 39,781.00 |
| 335 | | Maintenance & Repair Services - Buildings | 412,000.00 | 156,276.00 | | 568,276.00 |
| 336 | | Maintenance & Repair Services - Equipmer | 1,000.00 | | 1,000.00 | 0.00 |
| 338 | | Maintenance & Repair Services - Vehicles | 3,000.00 | 3,000.00 | | 6,000.00 |
| 524 | | Inservice/Staff Development | 0.00 | 400.00 | | 400.00 |
| 72710 | | <u>Transportation</u> | | | | |
| 142 | | Mechanics | 26,745.00 | | 3,500.00 | 23,245.00 |
| 146 | 50000 | Bus Drivers | 43,077.00 | 3,400.00 | | 46,477.00 |
| 189 | | Other Salaries & Wages | 18,000.00 | 10,500.00 | | 28,500.00 |
| 201 | 50000 | Social Security | 2,670.00 | 150.00 | | 2,820.00 |
| 204 | 50000 | State Retirement | 4,095.00 | 300.00 | | 4,395.00 |
| 207 | 05400 | Medical Insurance | 0.00 | 1,230.00 | | 1,230.00 |
| 208 | 05400 | Dental Insurance | 0.00 | 150.00 | | 150.00 |
| 212 | | Employer Medicare | 1,900.00 | 150.00 | | 2,050.00 |
| 212 | 50000 | Employer Medicare | 625.00 | 50.00 | | 675.00 |
| 338 | | Maintenance of Vehicles | 15,000.00 | 10,000.00 | | 25,000.00 |
| 412 | | Diesel Fuel | 40,000.00 | | 12,000.00 | 28,000.00 |
| 450 | | Tires & Tubes | 7,500.00 | | 3,000.00 | 4,500.00 |
| 453 | | Vehicle Parts | 15,000.00 | 7,000.00 | | 22,000.00 |
| 599 | | Other Charges | 3,500.00 | 9,500.00 | | 13,000.00 |
| 73300 | | <u>Community Services</u> | | | | |
| 105 | 99020 | Supervisor/Director | 0.00 | 2,050.00 | | 2,050.00 |
| 189 | 99020 | Other Salaries & Wages | 25,000.00 | | 2,820.00 | 22,180.00 |
| 206 | 99020 | Life Insurance | 0.00 | 5.00 | | 5.00 |
| 207 | 99020 | Medical Insurance | 0.00 | 750.00 | | 750.00 |
| 208 | 99020 | Dental Insurance | 0.00 | 10.00 | | 10.00 |
| 212 | 99020 | Employer Medicare | 0.00 | 5.00 | | 5.00 |
| 73400 | | <u>Early Learning Services</u> | | | | |
| 105 | 35000 | Supervisor/Director | 68,673.00 | | 588.00 | 68,085.00 |
| 116 | 35000 | Teachers | 92,533.00 | 1,002.00 | | 93,535.00 |
| 161 | 35000 | Secretary | 18,847.00 | 3.00 | | 18,850.00 |
| 163 | 35000 | Educational Assistants | 94,513.00 | | 3.00 | 94,510.00 |
| 201 | 35000 | Social Security | 17,953.00 | | 438.00 | 17,515.00 |
| 204 | 35000 | State Retirement | 21,872.00 | | 1,217.00 | 20,655.00 |
| 206 | 35000 | Life Insurance | 380.00 | | 45.00 | 335.00 |
| 207 | 35000 | Medical Insurance | 42,670.00 | | 7,910.00 | 34,760.00 |
| 208 | 35000 | Dental Insurance | 1,800.00 | | 390.00 | 1,410.00 |
| 212 | 35000 | Employer Medicare | 4,200.00 | | 40.00 | 4,160.00 |
| 217 | 35000 | TCRS-SRT | 850.00 | 75.00 | | 925.00 |
| 355 | 35000 | Travel | 2,500.00 | 2,030.00 | | 4,530.00 |
| 499 | 35000 | Other Supplies & Materials | 10,000.00 | 6,065.00 | | 16,065.00 |
| 790 | 35000 | Other Equipment | 10,488.00 | 534.62 | | 11,022.62 |
| 76100 | | <u>Capital Outlay</u> | | | | |
| 304 | | Architects | 0.00 | 55,000.00 | | 55,000.00 |
| 707 | | Building Improvements | 92,000.00 | 1,000.00 | | 93,000.00 |
| 707 | 05201 | Building Improvements | 0.00 | 62,765.00 | | 62,765.00 |
| 707 | 60005 | Building Improvements | 0.00 | 43,336.00 | | 43,336.00 |
| 707 | 05800 | Building Improvements | 0.00 | 394,695.00 | | 394,695.00 |
| TOTALS | | | ##### | 1,264,444.62 | 547,218.00 | 19,759,144.62 |
| Increase in Expenditures | | | | 717,226.62 | | |
| Net Change | | | | 0.00 | | |

**ELIZABETHTON CITY SCHOOLS
FEDERAL PROJECTS BUDGET**

| | | 2019-2020 ORIGINAL BUDGET | AMENDMENT # 1FP December | AMENDMENT # 2 FP June | 2019-2020 AMENDED BUDGET |
|---|-----------------------------------|---------------------------------|--------------------------------|-----------------------------|--------------------------------|
| ESTIMATED REVENUES AND OTHER SOURCES | | | | | |
| 47100 | Federal Funds Received thru State | 1,826,152.00 | 313,200.77 | 5,500.00 | 2,144,852.77 |
| 47900 | Direct Federal Revenue | 0.00 | 0.00 | 470,662.00 | 470,662.00 |
| 49800 | Operating Transfer | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL ESTIMATED REVENUES AND OTHER SOURCES | | <u>1,826,152.00</u> | <u>313,200.77</u> | <u>476,162.00</u> | <u>2,615,514.77</u> |
| ESTIMATED RESERVES | | | | | |
| 39000 | Unassigned Fund Balance | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL ESTIMATED REVENUES AND OTHER SOURCES | | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> |
| ESTIMATED EXPENDITURES | | | | | |
| INSTRUCTION | | | | | |
| 71100 | Regular Instruction Program | 690,334.00 | 138,709.71 | 0.00 | 829,043.71 |
| 71200 | Special Education Program | 563,956.00 | 52,618.71 | 5,500.00 | 622,074.71 |
| 71300 | Vocational Education Program | 24,899.00 | 14,793.58 | 8,034.40 | 47,726.98 |
| TOTAL INSTRUCTION | | <u>1,279,189.00</u> | <u>206,122.00</u> | <u>13,534.40</u> | <u>1,498,845.40</u> |
| SUPPORT SERVICES | | | | | |
| 72100 | Students | 94,083.00 | 13,786.00 | (8,034.40) | 99,834.60 |
| 72200 | Instructional Staff | 277,843.00 | 95,045.77 | 0.00 | 372,888.77 |
| 72700 | Student Transportation | 1,753.00 | (1,753.00) | 0.00 | 0.00 |
| TOTAL SUPPORT SERVICES | | <u>373,679.00</u> | <u>107,078.77</u> | <u>(8,034.40)</u> | <u>472,723.37</u> |
| NON-INSTRUCTIONAL SERVICES | | | | | |
| 73300 | Community Services | 141,084.00 | 0.00 | 0.00 | 141,084.00 |
| TOTAL NON -INSTRUCTIONAL SERVICES | | <u>141,084.00</u> | <u>0.00</u> | <u>0.00</u> | <u>141,084.00</u> |
| Capital Outlay | | | | | |
| 76100 | Building Improvements | 0.00 | 0.00 | 470,662.00 | 470,662.00 |
| TOTAL OTHER USES | | <u>0.00</u> | <u>0.00</u> | <u>470,662.00</u> | <u>470,662.00</u> |
| OTHER USES | | | | | |
| 99100 | Operating Transfers | 32,200.00 | 0.00 | 0.00 | 32,200.00 |
| TOTAL OTHER USES | | <u>32,200.00</u> | <u>0.00</u> | <u>0.00</u> | <u>32,200.00</u> |
| TOTAL EXPENDITURES & OTHER USES | | <u>1,826,152.00</u> | <u>313,200.77</u> | <u>476,162.00</u> | <u>2,615,514.77</u> |
| ESTIMATED REVENUE AND RESERVES OVER EXPENDITURES | | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> |

| Account Code | | REVENUES Description | Approved Budget | Debit Decrease | Credit Increase | Amended Budget |
|--|-----|------------------------------------|-----------------|----------------|--------------------------|----------------|
| COPS Grant - Project CPS | | | | | | |
| 47990 | CPS | Direct Federal Revenue | 0.00 | | 470,662.00 | 470,662.00 |
| IDEA, Technology Grant - Project IDT | | | | | | |
| 47143 | IDT | Special Education Grants to States | 0.00 | | 5,500.00 | 5,500.00 |
| TOTALS | | | 0.00 | 0.00 | 476,162.00 | 476,162.00 |
| | | | \$476,162.00 | | Increase in Revenues | |
| Account Code | | EXPENDITURES Description | Approved Budget | Debit Increase | Credit Decrease | Amended Budget |
| Carl Perkins - Project OCP | | | | | | |
| Vocational Education Program | | | | | | |
| 71300 | | | | | | |
| 429 | OCP | Instructional Supplies | 800.00 | | 50.00 | 750.00 |
| 499 | OCP | Other Supplies & Materials | 1,600.00 | | 283.64 | 1,316.36 |
| 730 | OCP | Vocational Instructional Equipment | 22,867.58 | 8,368.04 | | 31,235.62 |
| Support Services-Other Student Support | | | | | | |
| 355 | OCP | Travel | 5,000.00 | | 4,090.61 | 909.39 |
| 524 | OCP | Inservice / Staff Development | 10,000.00 | | 3,943.79 | 6,056.21 |
| IDEA, Technology Grant - Project IDT | | | | | | |
| Special Education Program | | | | | | |
| 71200 | | | | | | |
| 429 | IDT | Instructional Supplies & Materials | 0.00 | 5,500.00 | | 5,500.00 |
| Consolidated Administration - Project OCA | | | | | | |
| Regular Education Program-Support | | | | | | |
| 72210 | | | | | | |
| 105 | OCA | Supervisor/Director | 59,158.00 | 2.00 | | 59,160.00 |
| 161 | OCA | Secretary | 28,314.00 | 811.00 | | 29,125.00 |
| 201 | OCA | Social Security | 5,423.00 | 55.00 | | 5,478.00 |
| 204 | OCA | State Retirement | 8,981.00 | 79.00 | | 9,060.00 |
| 206 | OCA | Life Insurance | 93.00 | | 3.00 | 90.00 |
| 207 | OCA | Medical Insurance | 12,143.00 | | 2,763.00 | 9,380.00 |
| 208 | OCA | Dental Insurance | 440.00 | | 40.00 | 400.00 |
| 212 | OCA | Employer Medicare | 1,269.00 | 11.00 | | 1,280.00 |
| 499 | OCA | Other Supplies & Materials | 4,000.00 | 3,348.00 | | 7,348.00 |
| 524 | OCA | Inservice / Staff Development | 4,000.00 | | 1,500.00 | 2,500.00 |
| Title I, A - Project OT1 | | | | | | |
| Regular Education Program | | | | | | |
| 71100 | | | | | | |
| 429 | OT1 | Instructional Supplies | 76,850.00 | 1,000.00 | | 77,850.00 |
| 722 | OT1 | Regular Instruction Equipment | 55,271.71 | | 1,000.00 | 54,271.71 |
| Title I, Neglected - Project T1N | | | | | | |
| Regular Education Program | | | | | | |
| 71100 | | | | | | |
| 429 | T1N | Instructional Supplies | 11,288.00 | 8,000.00 | | 19,288.00 |
| 722 | T1N | Regular Instruction Equipment | 11,000.00 | | 8,000.00 | 3,000.00 |
| COPS Grant - Project CPS | | | | | | |
| Capital Outlay | | | | | | |
| 76100 | | | | | | |
| 707 | CPS | Building Improvements | 0.00 | 470,662.00 | | 470,662.00 |
| TOTALS | | | 318,498.29 | 497,836.04 | 21,674.04 | 794,660.29 |
| | | | \$476,162.00 | | Increase in Expenditures | |
| | | | \$0.00 | | Net Change | |



BRISTOL VIRGINIA PUBLIC SCHOOLS

220 Lee Street
Bristol, Virginia 24201
(276) 821-5600 – Fax (276) 821-5601

Keith Perrigan, Ed.D.
Superintendent

Gary Ritchie
Assistant Superintendent

Bristol Virginia School Board

Steve Fletcher, Chair
R. Tyrone Foster, Vice Chair
Ronald Cameron
Randy Alvis
Randall White

May 14, 2020

Mr. Jay Holden
100 Buffalo Road Extension
Johnson City, TN 37604

Dear Mr. Holden,

As chairperson of the Southern Appalachian Mountain Food Buying Cooperative (SAM Co-op), I would like to offer to extend our current contract as set forth in the original bid specifications dated May 30, 2018, page 15. In accordance with the terms and conditions, the Co-op would like to exercise the provision for the 2020-2021 school year beginning August 1, 2020 and ending July 31, 2021.

As part of this rollover request, we are also asking for approval for the Elizabethton TN City Schools be admitted into the Southern Appalachian Mountain (SAM) Food Buying Co-op as members will full rights. Please note the Floyd County VA schools have withdrawn from the SAM Coop and will longer be a member after July 31, 2020.

The SAM Co-op will allow a price increase based on the Producer Price Index as stated in the terms and conditions in the original bid document dated May 30, 2018.

Sincerely,

Kathy Hicks, SNS
Director of School Nutrition Programs
Bristol Virginia Public Schools

Cc/Rick Floyd
Coop Members

Regina Isaacs

From: Kathy Hicks <khicks@bvps.org>
Sent: Monday, May 18, 2020 11:01 AM
Subject: New contact list for SAM

Importance: High

Welcome to the SAM Co-op August 1, 2020, Elizabethton City Schools, Regina Isaacs!

Floyd County schools are no longer in the SAM Co-op as they are going with a food service management company.

Please let me know all you SAM members if you see any errors in your info!

Thanks and happy Monday!! ☺

Kathy Hicks, SNS
School Nutrition Programs Director
Bristol VA Public Schools
220 Lee Street
Bristol, VA 24201
Phone: 276-821-5643
khicks@bvps.org



Kathy Hicks, Chairperson, SAM
Bristol Virginia Public Schools
220 Lee Street
Bristol, VA. 24201-4198

Dear Kathy,

We have received your request to exercise the option of rolling over your current contract with the SAM Cooperative for August 2020 thru July 2021.

We are happy to grant your request in accordance to the terms and conditions allowed in the bid document. This offer is extended to all current members. Additionally, we'd like to welcome and include Elizabethton City schools as a new member and will extend all pricing and benefits to them.

Thank you for the confidence you have entrusted in Reinhart to continue to service the SAM Cooperative.

Please forward this response to any individual in the group that may need written confirmation from our company confirming our agreement.

We look forward to another year of working with such a great group of foodservice professionals and servicing the SAM Cooperative.

Sincerely,

A handwritten signature in blue ink that reads "Jay Holden". The signature is fluid and cursive, with the first name "Jay" and last name "Holden" clearly distinguishable.

Jay Holden
President
Reinhart Foodservice LLC
Johnson City Division

CC: Brad Barnett/VP Sales

CC: Rick Floyd/RSM

Felecia Baird

From: Myra Newman
Sent: Monday, June 29, 2020 11:37 AM
To: Richard VanHuss; Felecia Baird
Subject: FW: ETSU Doctoral Research Request
Attachments: Informed Consent Murray Dissertation (1) (1).docx; Interview Questions Murray.docx; Elizabethton Research Proposal Murray.docx

From: Michele Murray <michele.murray@sullivank12.net>
Sent: Monday, June 29, 2020 10:06 AM
To: Myra Newman <Myra.Newman@ecschoosls.net>
Subject: ETSU Doctoral Research Request

Dear Dr. Newman,

I am the principal at Emmett Elementary in Sullivan County as well as a doctoral candidate at ETSU in the ELPA program. My dissertation research focuses on the elementary principal influence on school culture within Northeast Tennessee elementary schools. The purpose of this research is to identify common trends among successful principal behaviors that have positively affected the culture in their school. These findings will be available to current and future school leaders in order to facilitate similar success with positive change in the culture of the schools they lead. I am seeking your permission to conduct teacher interviews within your district at a school you identify as having a positive school culture that has been influenced by the current principal. If you approve, I will contact the principal of the school you have identified and request teacher email addresses as well as explain the purpose of the study.

This research requires six teachers working in the same school to participate in individual interviews through a Google meet call with me. Each interview should take no more than one hour. Teachers will be asked to discuss the school culture as well as behaviors of the principal that they perceive as having positively influenced the culture. The district, superintendent, principal, school, and teachers will not be identified in the findings. The inclusion criteria for this research includes an elementary school in which the principal has been in place for a minimum of three years. Teachers participating in the study must have been teaching in the school for a minimum of five years.

I appreciate your consideration to allow this research to be conducted in your school system. I am attaching several documents to this email to provide further information about this study. If you have any questions, please contact me at michele.murray@sullivank12.net or 423-833-5770. If you do approve this research, will you please identify the elementary school that you feel best meets the criteria as described above? I look forward to hearing from you.

Thank you,

Michele Murray

--

Michele Murray
Principal, Emmett Elementary
Sullivan County Schools

Title of Research Study: A Phenomenological Study on Teacher Perception Concerning the Role of Elementary Principals Influencing School Culture and Climate

Principal Investigator: Michele Murray

Principal Investigator's Contact Information: Michele Murray zrmm2@etsu.edu 423-833-5770

Organization of Principal Investigator: East Tennessee State University

INFORMED CONSENT

This paper explains about being a participant in a research study. Please read this carefully. This will help you decide if you would like to volunteer to join this study.

STUDY DETAILS

- **What is this study about?** The purpose of this study is to research principal behaviors that have impacted school culture and climate in a positive way. The researcher will interview teachers working within selected schools identified as having a positive school culture and climate. The researcher will ask the teacher questions about the teacher's perceptions of how the principal has impacted the school's culture and climate in a positive way. The results of this research can be applied in school leadership for other school principals.
- **How much of my time will it take?** The teacher who is interviewed for this research study will take part in one Google meet session that will not exceed one hour.
- **What are you asking me to do?** If you decide to volunteer for this study, you will be asked to join an online Google meeting with the researcher. The Google meet will only include the researcher and you. The researcher will ask you interview questions. The Google meet will be recorded and will last no more than one hour. You may choose to join the Google meet from the location of your choice. You may also choose a day and time that is best for your schedule. Nonverbal/Body language will not be recorded or reported as part of this study. Your participation is voluntary. Your refusal to participate will involve no penalty or loss of benefits. You may discontinue participation at any time without penalty or loss of benefits.
- **Are there any benefits for me?** There are no direct benefits for you.
- **Are there any possible risks or discomforts?** There is a minimal risk for loss of confidentiality.
- **Will I be identified? How are you keeping my information safe?** We will make every effort to keep your study records confidential. The results of this study may be published and/or presented at meetings. You will not be named as a participant. Although your rights and privacy will be maintained, the ETSU IRB and her research team have access to the study records. Your records will be kept completely confidential according to current legal requirements. They will not be revealed unless required by law, or as described in this form. A copy of the records from this study will be stored in the researcher's personal laptop that is password protected and a locked cabinet for at least 6 years after the end of this study. The data will also be backed up on ETSU's network drive.
- **Will any of my data be used in the future?** All information that can identify you will be removed from the data. Your information will not be used for any future studies.
- **Do I have to pay for anything?** There is no cost to you if you decide to be part of this study.
Will I be paid for participating? You will not be paid for joining this study.
- **Do I have to join this study?** No. This study is voluntary. You get to decide if you want to be part of this study. **You may decide you do not want to participate.** If you join this study and then change your mind, you can quit at any time. Deciding not to join the study or quitting will not affect any benefits you would normally receive. You may quit by calling Michele Murray at 423-833-5770.
- **Who should I contact for questions:**
 1. If you have any questions or research-related problems at any time, you may call Michele Murray at 423.833.5770.

Title of Research Study: A Phenomenological Study on Teacher Perception Concerning the Role of Elementary Principals Influencing School Culture and Climate

Principal Investigator: Michele Murray

2. If you have questions about your rights as a study participant, you may also call the Chairperson of the ETSU Institutional Review Board at 423.439.6054.
3. If you have any questions or concerns about the study and want to talk to someone who is not part of the study team, or if you cannot reach the study staff, you may call an IRB Coordinator at 423.439.6055 or 423.439.6002.

By signing below, I confirm that I have read and understand this Informed Consent Document. I also confirm that I had the opportunity to have it explained to me verbally. I confirm that I was able to ask questions and that all my questions have been answered. You will give me a signed copy of this document through email. By signing below, I confirm that I am 18 years or older and I freely and voluntarily choose to take part in this research study. I confirm that I have been teaching in my school for five or more years.

Signature of Participant

Date

Printed Name of Participant

Date

Signature of Principal Investigator

Date

Elizabethton City Schools
Research Proposal

Requestor's Name: Michele Murray

Title of Research: "A Phenomenological Study on Teacher Perception Concerning the Role of Elementary Principals Influencing School Culture"

I. Nature of the Research

- A. The purpose of this qualitative study is to research principal behaviors that have impacted school culture and climate in a positive way. The researcher will interview teachers working within selected schools identified as having a positive school culture and climate. The researcher will work to identify common themes about teacher perceptions of how the principal has positively influenced school culture and climate.
- B. This qualitative study does not have a hypothesis.
- C. The results of this research can be applied in school leadership programs and professional development for current and future school leaders.

II. Research Method

A. Sample of Subjects

- 1. Teachers from the identified school will be interviewed. The inclusion criteria requires that the teachers have been teaching in the school full time for a minimum of five years.
- 2. A minimum of six teachers from one school are needed for this study.
- 3. The researcher will conduct the interviews individually through a Google meet recorded call that will not exceed one hour. The researcher will ask nine interview questions to each teacher.
- 4. There is minimal risk for loss of confidentiality. The district, superintendent, principal, school, and teachers involved in this research will not be identified in the results of this study. Teachers will be referred to as Teacher One, Teacher Two, etc. The records will be kept completely confidential according to current legal requirements. A copy of the records from this study will be stored in the researcher's personal laptop that is password protected as well as in a locked cabinet for at least six years after the end of the study. The data will also be back up on ETSU's network drive. All Google meet calls will be deleted once transcribed.
- 5. Cooperation is needed from the superintendent or designee. In addition to approval for the research to be conducted, a recommendation is requested for which school meets the description of having a principal in place for a minimum of three years in which the superintendent perceives that principal has positively impacted the school culture. The principal of the identified school is requested to cooperate by approving the research to be conducted in the school as well as either providing the names and email addresses of teachers or forwarding the recruitment request and

study information to teachers. Six teachers will be asked to cooperate by attending individual Google meet calls with the researcher and participating in an interview. The teachers will also be asked to sign and return the Informed Consent to the research before the interview.

B. Measures

1. The following documents are attached to this proposal:
 - a) Research Proposal to district
 - b) Informed Consent
 - c) Interview Questions
2. All rights of participants are respected and outlined in the Informed Consent document.

C. Research Design

1. No dependent or independent variables exist.
2. No control group activities exist in this study.
3. After permissions are granted by the superintendent and principal, the researcher will request teachers to be participants in this study through email. All recipients of the email will be given up to 24 hours to ask clarifying questions through email to the researcher. The consent criteria will be outlined in the request for participation. After potential study participants are given the opportunity to ask questions through email to the researcher, the participants will be given up to 72 hours (3 days) to determine if they are willing to participate in the study. At no time will any potential participant be coerced into participating. The researcher will develop a list of the participants that have indicated willingness to participate in the research and begin scheduling and conducting the interviews.

D. Procedure

1. The data collection will include an interview with nine questions with six individual teachers through Google meet calls not to exceed one hour each.
2. The safety and well-being of participants will be ensured throughout the recruitment, data collection, and reporting of results. Teachers' names will be kept confidential at all times. Teachers will be asked to join the Google call at a time convenient for them and from a location of their choice. The researcher will use headphones to ensure confidentiality as well as conduct the interviews from a private, secure location. All data will be maintained confidentially on the researcher's password protected laptop, in a locked cabinet only accessible by the researcher, and on ETSU's network drive for the required time period required of six years. No participants' names or other identifiable information will be included in the findings or reporting.
3. No deception of subjects is included in this study. Debriefing will be included at the beginning of the interviews to ensure subjects are fully aware of the purpose of the research, the measures for confidentiality in

place, the voluntary nature of this research with the opportunity to withdraw without penalty at any time, and the proposed contribution to the field of education resulting from this research.

III. Results

- A. The results will be published, and a link will be provided to the school system to view conclusions and recommendations.
 - B. The findings from the research can be applied to school leadership programs and professional development for current and future school leaders in order to allow others to implement the identified principal behaviors that positively impacted school culture in the school studied.
 - C. The partnership between Elizabethton City Schools and ETSU for this research will positively impact the community that is shared by both organizations as school leaders can use the research findings to lead schools in the community as well as train future school leaders.
- IV. There is no interference to the on-going education program needed for this study.

Interview Questions

1. How would you describe your principal's leadership style?
2. Describe the culture and climate of your school.
3. How does your principal positively affect school culture and climate?
4. What would I observe when watching your principal interact with teachers?
5. What would I observe when watching your principal interact with students?
6. What would I observe when watching your principal interact with families?
7. How did the school culture and climate change when your current principal came to your school?
8. What other thoughts do you have about the leadership behaviors of your principal?
9. Is there anyone else I should talk to about your principal's influence on school culture and climate?

Agreement to Administer the School Nutrition Program(s) for Local Education Agencies/SFAs School Year 2020-21

My signature below indicates that I understand and agree to all the terms and conditions contained in the 2020-21 Agreement and Free and Reduced Price Policy Statement to operate the School Nutrition Program(s) and will ensure all school personnel abide with the provisions set forth in the Agreement and Policy Statement.

Elizabethton City Schools
[Name of SFA]

[SFA Agr #]

System DUNS Number: 100072768

Indirect Cost Rate: _____

On behalf of the School Food Authority:

Director of Schools:

Richard VanHuss
[Print]

Richard VanHuss
[Signature]

7-9-20
[Date]

School Nutrition Program Administrator:

Regina Isaacs
[Print]

Regina Isaacs
[Signature]

7-9-20
[Date]

On behalf of the Tennessee Department of Education:

State Director, School Nutrition Program:

Dr. Sandy Dawes
[Print]

[Signature]

[Date]

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

School Year 2020-21 Agreement to Administer the School Nutrition Program(s)

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

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

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

Mrs. Bacher,
Please
sign
Thanks!
Richard

The State Agency (SA)

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

The School Food Authority (SFA)

- a. Application. An official of a school food authority shall make written application to the state agency for any school in which it desires to operate the Program. Applications shall provide the state agency with sufficient information to determine eligibility. The school food authority shall also submit for approval a Free and Reduced Price Policy Statement in accordance with part 245 of this chapter.
- b. Agreement. Each school food authority approved to participate in the program shall enter into a written agreement with the state agency that may be amended as necessary. Nothing in the preceding sentence shall be construed to limit the ability of the state agency to suspend or terminate the agreement in accordance with § 210.25. The school food authority and participating schools under its jurisdiction, shall comply with all provisions of 7 CFR parts 210, 215, 220 and 245. This agreement shall provide that each school food authority shall, with respect to participating schools under its jurisdiction:
 - 1. Maintain a nonprofit school nutrition program and observe the requirements for and limitations on the use of nonprofit school nutrition program revenues set forth in 7 CFR 210.14 and limitations on any competitive school food service as set forth in 7 CFR 210.11 and TCA 49-6-2307;
 - 2. Limit its net cash resources in the School Nutrition Program to an amount that does not exceed three (3) months average expenditures for its nonprofit School Nutrition Program or such other amount as may be approved by the SA in accordance with 7 CFR 210.19 (a); agrees that indirect costs may be recovered from the School Nutrition Program only from a reserve fund that exceeds three (3) months'



operating expenses as outlined in TCA 49-6-2305 Reserve Fund;

3. Maintain a system of financial accounting as prescribed under 7 CFR 210.14, 220.13 and 7 CFR 225
4. Comply with uniform administrative requirements, cost principles, and audit requirements of federal awards in 2CFR part 200 as applicable;
5. Serve meals, during meal periods, which meet the requirements for food components and dietary standards as prescribed in 7 CFR 210.10 and/or 220.8;
6. Price meals as a unit;
7. Serve meals free or at a reduced price to all children who are determined by the local educational agency to be eligible for such meals under 7 CFR part 245;
8. Comply with the requirements of Provision 2, The Community Eligibility Provision and reimbursement alternatives if applicable.
9. Claim reimbursement at the assigned rates only for reimbursable free, reduced price, and paid meals served to eligible children in accordance with 7 CFR parts 210 and 220. Agree that the school food authority official who electronically signs the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy as specified in 7 CFR 210.8 and 220.9 governing claims for reimbursement. Acknowledge that failure to submit accurate claims will result in the withholding of payments, suspension or termination of the program as specified in 7 CFR regulations. Acknowledge that if failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft or fraudulent activity the penalty specified in 7 CFR 210.26 and 220.19 shall apply;
10. Count the number of free, reduced price and paid reimbursable meals served to eligible children at the point of service, or through another counting system if approved by the state agency;
11. Submit Claims for Reimbursement in accordance with § 210.8 and 220.11;
12. Comply with the requirements of the Department's regulations regarding nondiscrimination (7 CFR parts 15, 15a, 15b);
13. Make no discrimination against any child because of his or her eligibility for free or reduced price meals in accordance with the approved Free and Reduced Price Policy Statement;

The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and Food and Nutrition Services (FNS) directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program



Department of
Education

applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

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

14. Enter into an agreement to receive donated foods as required by 7 CFR part 250;
15. Maintain, in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable state and local laws and regulations, and comply with the food safety requirements of § 210.13 and 220.13;
16. Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by the Department;
17. Maintain necessary facilities for storing, preparing and serving food;
18. Upon request, make all accounts and records pertaining to its school food service available to the state agency and to FNS, for audit or review, at a reasonable time and place. Such records shall be retained for a period of 3 years after the date of the final Claim for Reimbursement for the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the 3 year period as long as required for resolution of the issues raised by the audit;
19. Maintain files of currently approved and denied free and reduced price applications, which must be readily retrievable by school.
20. Maintain files of the names of children currently approved for free meals through direct certification with the supporting documentation, as specified in § 245.6(b)(5) of this chapter, which must be readily retrievable by school. Documentation for direct certification must include information obtained directly from the appropriate state or local agency, or other appropriate individual, as specified by FNS, that:
 - i. A child in the Family, as defined in § 245.2 of this chapter, is receiving benefits from SNAP, FDPIR or TANF, as defined in § 245.2 of this chapter; if one child is receiving such benefits, all children in that family are considered to be directly certified;
 - ii. The child is a homeless child as defined in § 245.2 of this chapter;
 - iii. The child is a runaway child as defined in § 245.2 of this chapter;
 - iv. The child is a migrant child as defined in § 245.2 of this chapter; or

- v. The child is a Head Start child as defined in § 245.2 of this chapter.
- 21. Retain the individual applications for free and reduced price meals and meal supplements submitted by families for a period of 3 years after the end of the fiscal year to which they pertain or as otherwise specified under paragraph (b)(17) of this section.
- 22. No later than December 31 of each year provide the state agency with a list of all elementary schools under its jurisdiction in which 50 percent or more of enrolled children have been determined eligible for free or reduced price meals as of the last operating day the preceding October. In addition, each school food authority shall provide, when available for the schools under its jurisdiction, and upon the request of a sponsoring organization of day care homes of the Child and Adult Care Food Program, information on the boundaries of the attendance areas for the elementary schools identified as having 50 percent or more of enrolled children certified eligible for free or reduced price meals.
- c. Afterschool care requirements. Those School Food Authorities with eligible schools (as defined in § 210.10(n)(1)) that elect to serve meal supplements during afterschool care programs, shall agree to:
 - 1. Serve meal supplements which meet the minimum requirements prescribed in § 210.10;
 - 2. Price the meal supplement as a unit;
 - 3. Serve meal supplements free or at a reduced price to all children who are determined by the school food authority to be eligible for free or reduced price school meals under 7 CFR part 245;
 - 4. If charging for meals, the charge for a reduced price meal supplement shall not exceed 15 cents;
 - 5. Claim reimbursement at the assigned rates only for meal supplements served in accordance with the agreement;
 - 6. Claim reimbursement for no more than one meal supplement per child per day;
 - 7. Review each afterschool care program two times a year; the first review shall be made during the first four weeks that the school is in operation each school year, except that an afterschool care program operating year round shall be reviewed during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter; and
 - 8. Agree to provide organized, regularly scheduled activities in a structured and supervised environment, including an educational or enrichment activity; and
 - 9. Comply with all requirements of this part, except that, claims for reimbursement need not be based on "point of service" meal supplement counts (as required by § 210.9(b)(9)).

- d. Seamless Summer Option (SSO). Those School Food Authorities with eligible schools that elect to serve meals and meal supplements with the seamless summer option, shall agree to:
1. feed children in low-income areas during the summer months (or during extended breaks of a year-round school schedule). This law allows public and non-profit school food authorities/ Local Educational agency (SFA/LEA) participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to operate the Seamless Summer Option. The SFA/LEA will follow requirements, where applicable, in the NSLP and SBP regulations at 7 CFR Parts 210, 220 and 225 for this option.
 2. apply with the location and description of the option site, percentage of Free/Reduced price meals, type of site and method of advertisement;
 3. adhere to the special provisions of the Seamless Summer Option, which are described in the following paragraphs:
 4. demonstrate financial and administrative capability for Program operations and accepts final financial and administrative responsibility for total Program operations at all sites;
 5. follow SSO policy (established in the body of regulations, instructions, handbooks, and other written guidance) to choose SSO sites.
 6. Restricted Open Site is an open site initially (open to all children through age 18 in the community), but later restricted by the district for security, safety or control reasons;
 7. Closed enrolled site is a site located in eligible or non-eligible areas that are limited to a group of enrolled children through age 18, of which at least 50 percent must be eligible for free or reduced price school meals (academic summer schools are excluded). An example of a closed enrolled site is a summer enrichment program in a school site that has less than 50 percent of its regular students eligible for free and reduced price meals but 50 percent or more of the students enrolled in the enrichment program are eligible for free and reduced price meals. Contact the SA for additional information needed for enrolled sites or camps;
 8. the SFA will not claim any meals under the seamless option at any site without receiving prior approval from the state agency;
 9. all persons meeting the definition of Children in the Summer Food Service Program (SFSP) federal regulations at §225.2 are eligible to participate. This includes all persons in the community who are 18 years of age and under and (as defined at §225.2) those persons over age 18 who meet the state agency definition of mentally or physically disabled persons;
 10. the SFA/LEA will follow NSLP meal service requirements for lunch or snacks (§210.10) and SBP meal service requirements (§220.8) for breakfast. With State agency approval, the SFA/LEA may serve a supper meal, using applicable NSLP meal service requirements for lunches.
 11. meals will be counted at the point of service.

12. second meals are not reimbursable and may not be claimed.
 13. production and menu records will be maintained that show compliance with meal requirements;
 14. the designated lunch period will be between the hours of 10 a.m. and 2 p.m., unless otherwise exempted by FNS (such as supper service that would not occur during these hours).
 15. the SFA/LEA may allow "offer versus serve" meals at SSO sites.
 16. Off-site consumption of meals will not be allowed, except as part of a scheduled event such as a planned field trip.
 17. the number and types of meals will comply with the SFSP requirements at §225.16(b), as described below:
 18. All sites except camps or migrant sites: With State agency approval, the SFA/LEA may serve up to two meals at all sites. Meal service may include breakfast, lunch, snack, or supper. The SFA/LEA may not claim both lunch and supper meals at the same site on the same day.
 19. there will be no charge for meals served to eligible participants.
 20. meals at all approved SSO sites, except camps, will be served free to all children in accordance with §225.6(e)(4) of the SFSP regulations.
 21. the SFA/LEA may claim meals at the "free" rates prescribed by USDA for the NSLP (including snacks) and the SBP. Supper meals, if permitted by the State agency, may be claimed at the free rate for NSLP lunches. All lunches and suppers served under this amendment will receive the standard commodity support rate available for the NSLP. SSO sites that qualify for the severe need breakfast rate will continue to receive this differential.
 22. on the monthly claim filed with the State agency, the SFA/LEA must identify meals served at SSO sites separately from other NSLP or SBP meals served at other sites.
 23. the SFA/LEA will review the meal counting, claiming, and meal pattern compliance within the three (3) weeks of starting operations for all sites that are newly approved to operate the Seamless Summer Feeding Option or that are operated by non-SFA/LEA personnel.
- e. The Fresh Fruit and Vegetable Program (FFVP) allows selected schools to receive reimbursement for the cost of making free fresh fruits and vegetables available to students during the school day. The following conditions must be met:
1. these fresh fruits and vegetables must be provided separately from the lunch or breakfast meal, in one or more areas of the school during the official school day;
 2. all schools that participate in the FFVP are required to widely publicize within the school the availability of free fresh fruits and vegetables;

3. schools with the highest free and reduced price enrollment will be selected;
4. yearly training with any updates shall be available to all FFVP schools;
5. selected schools must meet the following criteria: be an elementary school, represent the highest percentage of students certified for free and reduced price benefits, participate in the NSLP, complete an annual application and/or update for the FFVP;
6. a per-student allocation of \$50-\$75 per year will be made;
7. provide a serving of fruit or vegetable only to teachers who are directly responsible for serving the fruit or vegetable;
8. submit a monthly claim for reimbursement;
9. may use no more than 10% of your school's total grant for administrative costs;
10. receive reimbursement for the costs of purchasing, preparing, and serving fresh fruits and vegetables to children in your schools.

The SA and the SFA mutually agree that:

- a. Schools or sites may be added or deleted by amending this Agreement as the need arises and references herein to schools or sites within the SFA shall be deemed to include all schools or sites as added through the Site Application.
- b. Both shall cooperate with USDA officials and contractors conducting evaluations and research in the School Nutrition Programs.
- c. For the purpose of this Agreement, the following terms will mean respectively:
 1. *Adult*: means a person who is (1) a staff member or employee of a school, including all faculty, supervisory and other personnel and (2) not under 21 chronological years of age in non-profit Residential Child Care Institutions (RCCIs) and (3) not a student of high school grade or under as determined by the state education agency in schools as defined in 7 CFR 210.2;
 2. *Child*: means (a) a student of high school grade or under as determined by the state education agency, who is enrolled in an educational unit of high school grade or under as described in paragraph (a) and (b) of the definition *school* including students who are mentally or physically disabled as defined by the state and who are participating in a school program established for the mentally or physically disabled; or (b) a person under 21 chronological years of age who is enrolled in an institution or center as described in paragraph (c) of the definition of school or (c) for purposes of reimbursement for meal supplements served in after school care programs, an individual enrolled in an after school care program operated by an eligible school who is twelve (12) years of age or under or in the case of migrant workers and children with disabilities, not more than eighteen (18) years of age or under;

3. *Meals*: means food served at a school under the indicated programs which meets the applicable nutritional requirements set forth in the regulations and policies; *Meals* include breakfast, lunch or snack;
4. *Non-profit School Nutrition Program*: means meal service operated by the SFA for the benefit of children, all of the income from which is used solely for the operation or improvement of such meal service and for no other purpose;
5. *School*: (a) an educational unit of high school grade or under, recognized as part of the educational system in the state and operating under public or non-profit private ownership in a single building or complex of buildings; (b) any public or non-profit private classes of pre-primary grade when they are conducted in the aforementioned schools; or (c) any public or non-profit, private residential child care institution, or distinct part of such institution, which operates principally for the care of children, and, if private, is licensed to provide residential child care services under the appropriate licensing code by the state or a subordinate level of the government, with the exception of residential summer camps, which participate in the Summer Food Service Program for Children, Job-corps Centers funded by the Department of Labor, and private foster homes; the term "Residential Child Care Institution" includes, but is not limited to: homes for the mentally, emotionally, or physically impaired, and unmarried mothers and their infants; group homes; half-way houses; orphanages; temporary shelters for abused children and for runaway children; long term care facilities for chronically ill children; and juvenile detention centers; a long term care facility is a hospital, skilled nursing facility, intermediate care facility, or distinct part thereof, which is intended for the care of children confined for thirty (30) days or more;
6. *School food authority*: means the governing body which is responsible for the administration of one or more schools, institutions or sites, and which has the legal authority to operate the NSLP, the SBP, the SMP, the SSO and/or the ASSP therein.
- d. This Agreement is effective for the programs as approved in the electronic application for the period commencing July 1 and ending the following June 30; the Agreement will be permanent for each school year thereafter unless legislation changes and new requirements are added and/or deleted. This must be signed by the Director of Schools and maintained at the SFA level. Approval in the Tennessee: Meals, Accounting, and Claiming (TMAC) system will be made as soon as SFAs submit the appropriate information through the TMAC system.
- e. The LEA shall comply with all requirements of 7 CFR 245.6(f) when disclosing students' free and reduced price eligibility status without parental consent. This includes the requirement that LEAs may only disclose such information to persons determined to be "directly connected" with the administration or enforcement of a federal education program, state education program, state health program, or a means-tested nutrition program, as well as to persons directly connected with the Comptroller General Office or law enforcement for an authorized activity. Eligibility information shall not be made generally available to all school officials. Only individuals with a legitimate "need to know" to provide a service or carry out an authorized activity may access or use eligibility information. Teachers, guidance counselors, principals, or other school officials who are not providing assistance under the appropriate statutory or regulatory requirements cannot have access to eligibility information. The LEA is responsible for determining whether it is legally permissible and appropriate

for an individual to have access to and/or disclose students' free and reduced price eligibility information.

- f. State agencies, LEAs, and schools must also ensure data systems, records, and other means of accessing a student's eligibility status are limited to officials directly connected with administration or enforcement of federal or state program or activity. Online data systems shall have a masking or de-identification capability to prevent unauthorized access to free and reduced price eligibility status.
- g. The SA may withhold Federal School Nutrition funds from the SFA when there is evidence of material non-compliance with the terms and conditions of this Agreement; the SA may also withhold Federal School Nutrition funds for failure of the SFA to take corrective action within sixty (60) days of notification of non-compliance as a result of a USDA mandated review, an Additional Administrative Review (AAR) or Technical Assistance (TA) Review; the SA may terminate this Agreement with the SFA immediately upon receipt of evidence that the terms and conditions of this Agreement or any of the regulations specified herein have not been fully complied with the SFA; any termination of the Agreement by the state agency shall be in accordance with applicable laws and regulations.
- h. The terms of this Agreement shall not be modified or changed in any way other than by the consent in writing of both parties hereto.

Local Agriculture Products Compliance Plan School Year 2020-21

T.C.A § 49-6-2303-6

Elizabethton City School

[Name of SFA]

[SFA Agr #]

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

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

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

On behalf of the School Food Authority:

Director of Schools:

Richard VanHuss

[Print]

Richard VanHuss

[Signature]

7-9-20

[Date]

School Board Chairperson:

Rita Booker

[Print]

Rita Booker

[Signature]

7-

[Date]

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

The Access Program

Elizabethton and The Access Program General Outline of Expectations

The Access Program (TAP) services:

- Presentation of content from the topics listed below on our Scope and Sequence developed by The Access Program Curriculum Specialist.
- The topics are directly correlated to help your students create their own post-secondary goals, career exploration, and/or further education needed to meet these goals.
- Each lesson will include a presentation of the topic, videos, and application activities that the students will practice in class or can practice in a real life setting. If the student is enrolled in a Work Based Learning class then a ready made opportunity is available. We provide all of the materials needed such as assessments, worksheets, activities supplies, however not specific work sites.
- We will provide assessments and results to the school system and VR if requested, career exploration to each student, creating personal SMART career goals, and how to develop post-secondary goals.
- TAP will also guide the students in soft-skills and work readiness skills, such as communication, interviewing skills, and self-advocacy skills.
- For the areas that are covered through Transition School to Work from your school system, TAP can provide support, through in class training and practice to prepare the students to use their skills in work settings.
- TAP can also assist with Project Search services if applicable.

Elizabethton Service Expectations:

- Allowing time (preferably 1 - 1 ½ hours time frame weekly or twice a month) with identified students during the school day through Resource and/or CDC or WBL classes.
- Provide a signed permission slip and the front page of the IEPs for each student participating.
- Correlation with the Special Education teachers to determine the topics they are covering so we can support or provide reinforcement with our lessons.
- Local opportunities for suggested locations for informational interviews, job shadows, business tours, and guest speakers, etc. This can support our lessons or be incorporated every other week through your program. We are doing this with one system. Every other week the

The Access Program (TAP)

school/VR/Transition Coordinator are providing a local guest speaker, business tour, presentation on specific careers, or Skype type Q/A. The next week we provide a lesson from our Scope and Sequence.

Our goal is to provide support to the school system, teachers and students by presenting instruction and application opportunities for post-secondary goals. Since our plans are correlated with the TSW, Pre-ETS WINTAC, and Transitiontn.org we can collaborate with your teachers to help students identify and reach their personal goals.

Confidentiality Agreement: All employees of the The Access Program (TAP) and school system agree to full confidentiality of student information. Only the information that is required by the state for grant, invoice and audit purposes will be made available to Tennessee state. Only the first page of the IEP and the signature permission form for TAP services will be shared by the school system. TAP lesson plans, materials and information is copyrighted for their use only and may not be printed, downloaded, copied or shared in any form.

This agreement is between _____ and The Access Program (TAP) for the school year of August 2020 through August 2021 (to include any Summer Job Club camps offered).

School System Representative

Date

The Access Program - Representative

Date

Fees: TAP will file invoices with the State of Tennessee for instruction and services for the Pre-ETS program according to the grant awarded by the state. Should the grant be discontinued TAP and/or the school system may request a negotiation meeting to determine if services can continue with another method of payment.

The Access Program (TAP)

Scope and Sequence 2020

Fall 2020 Topics

1. Time Management
2. Personality Assessment
3. Disability Awareness
4. Learning Style
5. Career Interest
6. Career Clusters
7. Narrowing Career Choices
8. Academic Connections for Careers
9. Communication at School and Work
10. Teamwork and Leadership
11. Critical Thinking and Problem Solving
12. Soft Skills in the Workplace
13. SMART Goals
14. Self Advocacy School and Work

Spring 2021 Topics

1. Education needs for chosen career
2. Four year plan
3. Career outlook
4. Career Expectations
5. Applying Career SMART goals
6. Applications
7. Interviews
8. Self Awareness at Work
9. Financial Literacy
10. Resumes
11. Volunteering
12. Personal Statements
13. Job Shadows Informational Interviews.
14. Summer planning

Elizabethton Board of Education

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|--|--|----------------------------------|---------------------------------|
| Monitoring: Review: Annually, in March | Descriptor Term: Alternative School Programs | Descriptor Code: 6.319 | Issued Date: 04/17/18 |
| | | Rescinds: 6.319 | Issued: 01/16/14 |

General¹

The board shall operate an alternative program for students in grades seven through twelve (7-12) who have been suspended or expelled from regular school programs.

An alternative program is a short-term intervention program designed to provide educational services outside the regular school program for students who have been suspended or expelled. Alternative programs may be located within the regular school or be a self-contained program within a school. Alternative programs shall include, but are not limited to, the following: **in-school suspension**.

Alternative programs shall be operated in accordance with state laws and the rules of the State Board of Education, and instruction shall proceed as nearly as practicable in accordance with the instructional programs at the student's home school. The Director of Schools shall develop procedures that provide appropriate educational opportunities for all students assigned to the alternative program. These educational opportunities shall adhere to Tennessee's academic standards.²

~~The director of schools shall develop procedures that provide appropriate educational opportunities for all students assigned to an alternative education program. These educational opportunities shall utilize Tennessee's academic standards, incorporate innovative teaching strategies, deliver research-based instructional techniques, and provide the resources necessary to foster student learning and achievement.³~~

~~Annually, the director of schools/designee shall submit the following information to the Department of Education:³~~

~~1.— Alternative school(s) or program(s) currently in operation in the district;~~

~~2.— Number and grade level of students served in an alternative education program;~~

~~3.— Primary reason for student assignment to an alternative education program; and~~

~~4.— Number of faculty and staff serving each alternative education program.~~

ASSIGNMENT

Students who have been suspended for more than ten (10) days or expelled shall be assigned to the alternative school or program if there is staff and space available.³ Availability of staff and space shall be determined at the time the disciplinary decision is rendered. The Director of Schools/designee shall make this determination by evaluating factors including, but not limited to, the following:

1. Level of supervision available;

2. Safety considerations; and

3. Type of infraction.

Students who have committed zero tolerance offenses are not required to be assigned to alternative schools or programs.⁴

Prior to the assignment of the student to an alternative ~~school~~ program, the director of schools/designee shall provide written notice to the student's parent/guardian stating the reason for the student's placement.⁵

Placement in an alternative education setting shall be reserved for students who significantly disrupt the educational process. If a student has an active Individualized Education Plan, a 504 plan, or is suspected of having a disability, all state and federal laws, rules, and regulations related to special education shall be followed. The director of schools/designee shall develop procedures regarding placement of students in the program, taking in to consideration the impact of exclusionary discipline practices.⁶

~~Attendance in alternative school programs shall be mandatory, and students attending an alternative school located outside of the school district shall provide their own transportation.~~

The director of schools/designee shall monitor and regularly evaluate the academic progress of each student enrolled in an alternative education program.

REMOVAL⁷

A student may be removed from the alternative school or program if:

1. He/she violates the rules of the alternative school or program; or

2. He/she is not benefitting from the assignment and all interventions have been exhausted unsuccessfully.

ADDITIONAL OFFENSES⁸

Any new disciplinary offense committed during a student's original suspension or expulsion period shall be treated as a new and separate offense. These offenses shall not constitute an extension of the original suspension or expulsion.

TRANSITION PLANS³⁹

The director of schools/designee shall develop procedures regarding the implementation of transition plans for the integration of students entering and exiting the program.

Legal References

- ~~1. TCA 49-6-3402(a); State Board of Education Policy 2.302~~
- ~~2. TCA 49-6-3402(b); TRR/MS 0520-01-02-.09~~
- ~~3. State Board of Education Policy 2.302~~

Legal References

4. TCA 49-6-3402(a); Public Acts of 2020, Chapter No. 603; TRR/MS 0520-01-02-.09
5. TRR/MS 0520-01-02-.09(9)(a)
6. Public Acts of 2020, Chapter No. 603
7. Public Acts of 2020, Chapter No. 603; TRR/MS 0520-01-02-.09(6)(a)
8. TRR/MS 0520-01-02-.09(9)(i)
9. TRR/MS 0520-01-02-.09(9)(h)
10. Public Acts of 2020, Chapter No. 603
11. TRR/MS 0520-01-02-.09(9)(g)(2)
12. TRR/MS 0520-01-02-.09(m)

Cross References

~~Special Education 4.202~~
~~Suspension/Expulsion/Remand 6.316~~
~~Disciplinary Hearing Authority 6.317~~
~~Special Education Students 6.500~~

Cross References

Special Education 4.202
Suspension 6.316
Student Disciplinary Hearing Authority 6.317
Special Education Students 6.500

Elizabethton Board of Education

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|--|--|----------------------------------|---------------------------------|
| Monitoring: Review: Annually, in April | Descriptor Term: Zero Tolerance Offenses | Descriptor Code: 6.309 | Issued Date: 08/21/18 |
| | | Rescinds: 6.309 | Issued: 07/18/13 |

1 In order to ensure a safe and secure learning environment, the following offenses shall not be tolerated:

2 **WEAPONS & DANGEROUS INSTRUMENTS**

3 Students shall not possess, handle, transmit, use or attempt to use any dangerous weapon on school
4 buses, on school property, or while on school sponsored outings.¹

5 Dangerous weapons for the purposes of this policy shall include but are not limited to a firearm or
6 anything manifestly designed, made or adapted for the purpose of inflicting death or serious bodily
7 injury or anything that in the manner of its use or intended use is capable of causing death or serious
8 bodily injury.²

9 Violators of this section shall be subject to suspension and/or expulsion from school.

10 *Firearms*

11 In accordance with state law, any student who brings to school or is in unauthorized possession of a
12 firearm on school property shall be expelled for a period of not less than one (1) calendar year. The
13 Director of Schools shall have the authority to modify this expulsion requirement on a case-by-case
14 basis.⁴

15 **DRUGS**

16 In accordance with state law, any student who unlawfully possesses any drug including any controlled
17 substance, controlled substance analogue, or legend drug on school grounds or at a school-sponsored
18 event shall be expelled for a period of not less than one (1) calendar year. The Director of Schools shall
19 have the authority to modify this expulsion requirement on a case-by-case basis.⁵

20 **ASSAULT**

21 In accordance with state law, any student who commits aggravated assault⁵ or commits assault that
22 results in bodily injury⁶ upon any teacher, principal administrator, any other employee of the school or
23 school resource officer shall be expelled for a period of not less than one (1) calendar year. The
24 Director of Schools shall have the authority to modify this expulsion requirement on a case-by-case
25 basis.⁵

26 **ELECTRONIC THREATS**

27 In accordance with state law, any student who transmits by an electronic device any communication
28 containing a credible threat to cause bodily injury or death to another student or school employee and

the transmission of such threat creates actual disruptive activity at the school that requires administrative intervention shall be expelled for a period of not less than one (1) calendar year. The director of schools shall have the authority to modify this expulsion requirement on a case-by-case basis.⁶

NOTIFICATION

When it is determined that a student has violated this policy, the principal of the school shall notify the student's parent(s)/guardian(s) and the criminal justice or juvenile delinquency system as required by law.⁷

Legal References

1. TCA 39-17-1309
2. TCA 39-11-106(a)(5)
3. 18 USCA § 921; 20 USCA § 7961(b)(3)
4. TCA 49-6-4216(b); TCA 49-6-3401(g)
5. TCA 39-13-102
6. TCA 39-13-101(a)(1); Public Acts 2018, Chapter No. 958
7. TCA 49-6-4209; TCA 39-17-1312

Cross References

Code of Conduct 6.300
Drug-Free Schools 6.307
Suspension/Expulsion/Remand 6.316

1

| Elizabethton City Board of Education | | | |
|--|--|----------------------------------|---------------------------------|
| Monitoring: Review: Annually, in April | Descriptor Term: Suspension/Expulsion/Remand | Descriptor Code: 6.316 | Issued Date: 01/16/14 |
| | | Rescinds: 6.316 | Issued: 09/20/12 |

2 **DEFINITIONS:¹**

3 ~~**Suspension:** dismissed from attendance at school for any reason not more than ten (10) consecutive~~
4 ~~days. Multiple suspensions shall not run consecutively nor shall multiple suspensions be applied to avoid~~
5 ~~expulsion from school.~~

6 ~~**Expulsion:** removal from attendance for more than ten (10) consecutive days or more than fifteen (15)~~
7 ~~days in a month of school attendance. Multiple suspensions that occur consecutively shall constitute~~
8 ~~expulsion.~~

9 ~~**Remand:** assignment to an alternative school.~~

10 **REASONS FOR SUSPENSION/EXPULSION:**

11 ~~Any principal, principal teacher or assistant principal (herein called principal) may suspend/expel any~~
12 ~~student from attendance at school or any school-related activity on or off campus or from riding a school~~
13 ~~bus, for good and sufficient reasons including, but not limited to:²~~

14 **General**

15 A principal may suspend a student from attendance in a specific class or school related activity without
16 suspending the student from attendance at school. Based on the severity of the offense, a principal may
17 suspend a student from attendance at school and all school activities.

18 Students may be suspended for good and sufficient reasons including, but not limited to:¹

- 19 1. Willful and persistent violation of the rules of the school ~~or truancy~~;
- 20
- 21 2. Immoral or disreputable conduct, including vulgar or profane language;
- 22

3. Violence or threatened violence against the person of any personnel attending or assigned to any school;
4. Willful or malicious damage to real or personal property of the school, or the property of any person attending or assigned to the school;
5. Inciting, advising or counselling of others to engage in any of the ~~acts herein enumerated~~ action that would justify suspension;
6. Marking, defacing or destroying school property;
7. Possession of a pistol, gun, or firearm on school property;^{3,2}
8. Possession of a knife, ~~etc., as defined in TCA 39-17-1309~~ or other weapons, as defined in state law, on school property;³
9. Assaulting a principal, teacher, school bus driver or other school personnel with vulgar, obscene or threatening language;
10. Unlawful use or possession of barbitol or legend drugs, as defined in ~~TCA 53-10-101;~~³ state law;⁴
11. Engaging in behavior which disrupts a class or school-sponsored activity;
12. Making a threat, including a false report, to use a bomb, dynamite, any other deadly explosive or destructive device including chemical weapons on school property or at a school sponsored event;
13. One (1) or more students initiating a physical attack on an individual student on school property or at a school activity, including travel to and from school;
14. Off-campus criminal behavior resulting in felony charges; ~~when behavior poses a danger to persons or property or disrupts the educational process; and~~
15. When behavior poses a danger to person or property or disrupts the educational process; or
16. Any other conduct prejudicial to good order or discipline in any school.

If, as a result of an investigation, a principal ~~or his/her~~ /designee finds that a student acted in self-defense under a reasonable belief that the student, or another to whom the student was coming to the defense ~~of~~, may have been facing the threat of imminent danger of death or serious bodily injury, then, the student may not face any disciplinary action.⁴⁵

When a student is suspended, the principal shall notify the parent(s)/guardian(s) and the Director of Schools/designee of the following:

1. Student's suspension;

2. Cause for the suspension; and

3. Any conditions for readmission which may include a meeting of the parent(s)/guardian(s), student, and the principal.

If a student is suspended during the last ten (10) days of any term or semester, he/she shall be permitted to take such final examinations or submit such required work as necessary to complete the course of instruction for that semester, subject to conditions prescribed by the principal.⁶

IN-SCHOOL SUSPENSION:⁵⁷

~~Any principal may suspend any pupil from attendance at a specific class, classes or school-sponsored activity without suspending the pupil from attendance at school pursuant to an in-school suspension policy adopted by the local board of education. Good and sufficient reasons for in-school suspension include, but are not limited to, behavior:~~

~~1. that adversely affects the safety and well-being of other pupils;~~

~~2. that disrupts a class or school-sponsored activity; or~~

~~3. that is prejudicial to good order and discipline occurring in class, during school-sponsored activities or on the school campus.~~

In-school suspension shall be offered to students as an alternative program (if applicable) to complete academic assignments and receive credit for work completed.

Students given an in-school suspension in excess of one (1) day from classes shall attend either special classes attended only by students guilty of misconduct or be placed in an isolated area appropriate for study. ~~;~~ ~~and~~ Personnel responsible for in-school suspension ~~will see~~ shall ensure that each student is supervised at all times and has textbooks and classwork assignments from his/her regular teachers. ~~Students given in-school suspension shall be required to complete academic assignments and shall receive credit for work completed.~~

~~PROCEDURES FOR IN-SCHOOL SUSPENSION AND EXPULSION:⁶~~

- ~~1. Except in an emergency, no principal shall suspend/expel any student until that student has been advised of the nature of his/her misconduct, questioned about it, and allowed to give an explanation.~~
- ~~2. No student shall be sent home before the end of the school day unless the parent or guardian has been contacted.~~
- ~~3. Unless the suspension is an in-school suspension for one (1) day or less, the principal shall, within twenty four (24) hours, notify (in writing) the parent or guardian and the director of schools or designee if:~~
 - ~~a. the suspension, which shall be for no more than ten (10) days;~~
 - ~~b. the cause for a suspension; and~~
 - ~~c. the conditions for readmission, which may include, at the request of either party, a meeting of the parent or guardian, student, and principal.~~
- ~~4. If the principal determines the length of the suspension to be between six (6) and the maximum of ten (10) days, the principal shall develop and implement a plan for correcting the behavior when the student returns to school.~~
- ~~5. If at the time of the suspension the principal determines that an offense has been committed which, in the judgment of the principal would justify a suspension/expulsion for more than ten (10) days, he/she may suspend/expel/remand the student unconditionally for a specified period of time or upon such terms and conditions as are deemed reasonable.~~
- ~~6. The principal shall immediately give written or actual notice to the parent or guardian and the student of the right to appeal the decision to suspend/expel/remand for more than ten (10) days. The notice shall include a statement that, unless the student's parent or guardian requests an open hearing in writing within five (5) days of receipt of the notice, any hearing will be closed to the public. All appeals must be filed, orally or in writing, within five (5) days after receipt of the notice and may be filed by the parent or guardian, the student or any person holding a teaching license who is employed by the school system if requested by the student.~~
- ~~7. The appeal from this decision shall be to a Student Disciplinary Hearing Authority appointed by the Board as provided in Board Policy 6.317.~~
- ~~8. If the suspension/expulsion occurs during the last ten (10) days of any term or semester, the student shall be permitted to take such final examinations or submit such required work as~~

~~necessary to complete the course of instruction for that semester, subject to conditions prescribed by the principal.~~

SUSPENSIONS LONGER THAN FIVE DAYS⁸

If a suspension is longer than five (5) days, the principal shall develop and implement a plan for improving the student's behavior.

SUSPENSIONS LONGER THAN TEN DAYS⁹

If the principal suspends a student for longer than ten (10) days, he/she shall immediately give written notice to the parent(s)/guardian(s) and the student of the right to appeal the decision. All appeals shall be filed within five (5) days of receipt of the notice. These appeals may be filed by the parent(s)/guardian(s), the student, or any person holding a teaching license who is employed by the school district if requested by the student.

The appeal from this decision shall be to the Disciplinary Hearing Authority appointed by the Board. If a Disciplinary Hearing Authority has not been appointed, then the appeal shall be to the Board.

~~Legal References:~~

- ~~1. TCA 49-6-3007(g)~~
- ~~2. TCA 49-2-203(a)(7); TCA 49-6-3401(a)~~
- ~~3. TCA 49-6-4216; TCA 39-17-1309; TCA 39-17-417~~
- ~~4. TCA 49-6-3401(i)~~
- ~~5. TCA 49-6-3401(b)(1)~~
- ~~6. TCA 49-6-3401(4) (6); Goss v. Lopez, 419 U.S. 565 (Ohio, 1975);~~
- ~~Individuals with Disabilities Act Amendments of 1997 § 615~~

~~Cross References:~~

- ~~Procedural Due Process 6.302~~
- ~~Interference/Disruption of School Activities 6.306~~
- ~~Bus Conduct 6.308~~
- ~~Disciplinary Hearing Authority 6.317~~
- ~~Zero Tolerance Offenses 6.309~~
- ~~Dress Codes 6.310~~
- ~~Discipline Procedures 6.313~~

Legal References

1. TCA 49-2-203(a)(7); TCA 49-6-3401(a)
2. TCA 39-17-1309(b)
3. TCA 39-17-1309
4. TCA 53-10-101; TCA 39-17-454
5. TCA 49-6-3401(i)
6. TCA 49-6-3401(d)
7. TCA 49-6-3401(b)(1)
8. TCA 49-6-3401(c)(3)
9. TCA 49-6-3401(a)-(c); *Goss v. Lopez*, 419 U.S. 565 (1975); 20 USCA § 1415

Cross References

- Traffic and Parking Controls 3.403
- Code of Conduct 6.300
- Procedural Due Process 6.302
- Interference/Disruption of School Activities 6.306
- Drug-Free Schools 6.307
- Bus Safety and Conduct 6.308
- Zero Tolerance Offenses 6.309
- Dress Code 6.310
- Student Disciplinary Hearing Authority 6.317
- Alternative Education 6.319

Elizabethton City Board of Education

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|---|---|----------------------------------|---------------------------------|
| Monitoring: Review: Annually, in April | Descriptor Term: Student Disciplinary Hearing Authority | Descriptor Code: 6.317 | Issued Date: 09/18/14 |
| | | Rescinds: 6.317 | Issued: 01/16/14 |

A Disciplinary Hearing Authority (DHA) shall conduct appeals for students who have been suspended for more than ten (10) school days. ⁺ The Board shall appoint members to the DHA which shall consist of three (3) members, (maximum number must not exceed total membership of Board). The Director of Schools shall recommend members of the DHA to the Board for approval. At least one (1) DHA member of whom shall be a licensed employee of the board. ~~and such~~ All appointments are for one (1) year terms and subject to reappointment. Board members shall not serve on the DHA. [!]

The director of schools shall appoint a chairman of the DHA from the members appointed by the Board. The chairman shall perform the following duties:

1. Set the time, place and date for each hearing;
2. Maintain order and structure during each hearing; and
3. Prepare, sign, and disseminate the minutes of each meeting.

Upon receiving notification of the request to appeal the suspension decision, the DHA shall provide written notification to the parent(s) or guardian(s) of the student, the student, and any other appropriate person of the time, place and date of the hearing. The hearing must be held no later than ten (10) days after the beginning of the suspension. ¹² ~~At the conclusion of each hearing, the chairman shall sign and maintain a copy of the minutes of the meeting.~~

~~The DHA shall notify the parent or guardian of the student, the student, and any other appropriate person of the time, place and date of the hearing within forty-eight (48) hours of receiving notification of the suspension/expulsion.~~

~~Each hearing shall be conducted by at least three (3) members of the DHA, one of which must be a licensed employee of the Board. The hearing must be held, a decision must be rendered, and notification of the decision must be provided to the parents and/or student and the principal no later than ten (10) days after the beginning of the suspension/expulsion. Notification of the decision shall include a statement of the right of either party within five (5) days after receiving the decision to request a review by the Board.~~

The DHA may take the following disciplinary actions: ²³

1. Affirm the decision of the school principal;
2. Order removal of the suspension unconditionally;

3. Order removal of the suspension upon such terms and conditions as it deems reasonable;
4. Assign the student to alternative program; or
5. Suspend the student for a specified period of time.*

Within five (5) days of the DHA rendering a decision, the student, principal, principal-teacher, or assistant principal may request a review by the Board, and the Board shall review the record. Following the review, the Board may take the following actions.

Grant Request for Hearing⁴

If the Board grants a hearing, it shall provide notice to the student and/or his/her parent(s)/guardian(s). The notice of the hearing shall include a statement that, unless the student or the student's parent(s)/guardian(s) requests an open hearing in writing within five (5) days of receipt of the notice, the hearing shall be closed to the public.

The Board may affirm, overturn, or modify the decision of the DHA.

Deny Request for Hearing⁴

If the Board does not grant a hearing, it may affirm, overturn, or modify the decision of the DHA. The Board shall not impose a more severe penalty than that imposed by the DHA without first providing an opportunity for a hearing before the Board.

~~If the Board chooses to review the record it shall:~~

- ~~1. Affirm the decision of the hearing authority; or~~
- ~~2. Modify the decision to a lesser penalty*; or~~
- ~~3. Grant a hearing before the Board.~~

~~If the Board chooses to grant a hearing, it may:~~

- ~~1. Affirm the decision of the hearing authority; or~~
- ~~2. Modify the decision in any manner*; or~~
- ~~3. Impose a more severe penalty than that of the hearing authority.~~

~~The notice of the hearing shall include a statement that, unless the student's parent or guardian requests an open hearing in writing within five (5) days of receipt of the notice, any hearing will be closed to the public.²~~

* Note: Zero-tolerance offenses as set forth in statute require mandatory calendar year expulsion ~~or assignment to alternative placement for a calendar year~~ unless modified by the director of schools.

~~Legal References~~

- ~~1. TCA 49-6-3401 (e)(4)(A)(D)(10)~~
- ~~2. TCA 49-6-3401 (e) (5)~~
- ~~3. TCA 49-6-3401 (e)(6)~~

~~Cross References~~

- ~~Procedural Due Process 6.302~~
- ~~Suspension/Expulsion/Remand 6.316~~

Legal References

1. TCA 49-6-3401(c)(4)(C)
2. TCA 49-6-3401(c)(4)(D)
3. TCA 49-6-3401(c)(5)
4. TCA 49-6-3401(c)(6)

Cross References

- Procedural Due Process 6.302
Zero Tolerance Offenses 6.309
Suspension 6.316
Alternative Education 6.319
Student Records 6.600

Elizabethton Board of Education

| | | | |
|--|--|----------------------------------|---------------------------------|
| Monitoring: Review: Annually, in April | Descriptor Term: Child Abuse and Neglect (old name) Reporting Child Abuse (new name) | Descriptor Code: 6.409 | Issued Date: 08/21/18 |
| | | Rescinds: 6.409 | Issued: 09/20/16 |

General

The Director of Schools shall:¹

1. Designate one employee as the Child Abuse Coordinator (the Coordinator) and an additional employee to serve as the Alternate Child Abuse Coordinator (the Alternate) for each school;
2. Require that the Coordinator and the Alternate receive appropriate training;
3. Supply the Coordinator with all necessary resources;
4. Ensure that all school personnel annually complete the child abuse training program required by state law.²

The Coordinator shall assist any employee with appropriately reporting and responding to instances of child abuse or child sexual abuse.

REPORTING

All personnel shall be alert for any evidence of child abuse, sexual abuse or neglect.¹³ If personnel know or have reasonable cause to suspect abuse, sexual abuse, or neglect, a report shall be filed immediately with the Coordinator, the Department of Children's Services (DCS), and law enforcement.⁴ ~~Reports shall be made to the judge having juvenile jurisdiction, to the county office of the Department of Children's Services (DCS), to the sheriff of the county where the child resides, or to the office of the chief law enforcement official where the child resides.²~~

The report shall include, to the extent known by the reporter:³⁵

1. The name, address, telephone number, and age of the child;
2. The name, telephone number, address of the parents or persons having custody of the child;
3. The nature and extent of the abuse or neglect; and
4. Any evidence to the cause or any other information that may relate to the cause or extent of the abuse or neglect.

~~The identity of the person reporting shall remain confidential except when the juvenile court determines otherwise.⁴~~

~~Notice that a report was filed, and any other information relevant to the wellbeing of the child, shall be verbally provided to the parent(s)/guardian(s) within twenty-four (24) hours of filing. This notice shall be made in coordination with DCS. Notice shall not be provided if there is reasonable cause to believe that the parent or legal guardian may be the perpetrator or in any way responsible for abuse.⁵—~~

The Director of Schools/designee shall develop reporting procedures, including sample indicators of abuse and neglect, and shall disseminate the procedures to all school personnel.^{6—}

CONFIDENTIALITY

District employees shall keep all information regarding any child abuse confidential in accordance with state law.

INVESTIGATIONS

School administrators and employees have a duty to cooperate, provide assistance and information in child abuse investigations⁷⁶ including permitting ~~child abuse review teams~~ **DCS teams** to conduct interviews while the child is at school. The principal may control the time, place and circumstances of the interview, but may not insist that a school employee be present even if the suspected abuser is a school employee or another student. The principal is not in violation of any laws by failing to inform parent(s)/guardian(s) that the child is to be interviewed even if the suspected abuser is not a member of the child's household.⁸⁷

Legal References

- ~~1. TCA 37-1-403(a)(1); TCA 37-1-412; TCA 37-1-602; TCA 37-1-605~~
- ~~2. TCA 37-1-403(a)(2)~~
- ~~3. TCA 37-1-403(b); TCA 49-6-1601(b)~~
- ~~4. TCA 37-1-409(a)(1)~~
- ~~5. TCA 37-1-605(d); TCA 49-6-1601~~
- ~~6. TRR/MS 0520-01-03-08(2)(e)~~
- ~~7. TCA 37-1-611(b)~~
- ~~8. Tenn. Op. Atty. Gen. No. 87-101 (June 9, 1987)~~

Legal References

9. H.B. 2461, 111th Tenn. Gen. Assembly (2020)
10. TCA 37-1-408
11. TCA 37-1-403(a)(1); TCA 37-1-412; TCA 37-1-602; TCA 37-1-605(a)(4)
12. TCA 37-1-403(a)(2); H.B. 2461, 111th Tenn. Gen. Assembly (2020)
13. TCA 37-1-403(b)
14. TCA 37-1-611(b)
15. Tenn. Op. Atty. Gen. No. 87-101 (June 9, 1987)

Cross References

~~Recommendations and File Transfers 5.203~~
~~Staff-Student Relations 5.610~~
~~Interrogations and Searches 6.303~~
~~Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation 6.304~~

Cross References

Recommendations and File Transfers 5.203
 Staff-Student Relations 5.610
 Interrogations and Searches 6.303
 Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation 6.304
 Title IX & Sexual Harassment 6.3041

[Click here to choose a school board.](#)

| | | | |
|---|--|----------------------------------|--------------|
| Monitoring: Review: Annually, in November | Descriptor Term: Enrollment in College Level Courses | Descriptor Code: 4.205 | Issued Date: |
| | | Rescinds: | Issued: |

1 *General*

2 Students who successfully complete college level courses aligned to a graduation requirement course
3 shall receive high school credit.¹

4 These courses may be offered at the high school,² postsecondary institution, or online. If not offered on
5 the high school campus, the Board shall not be responsible for transportation. Any tuition or fees due to
6 enrollment in college level courses are the responsibility of the parent(s)/guardian(s).

7 Grades earned in such college level courses shall be used to determine class rank, grade point average,
8 and class valedictorian or salutatorian.

9 **DUAL ENROLLMENT**

10 Students may earn credit by enrolling in a postsecondary institution and taking college level courses.
11 Students who take and pass dual enrollment courses at a postsecondary institution shall have their
12 postsecondary credits accepted for high school credit as a substitution for an aligned graduation
13 requirement course.³

Legal References

1. TRR/MS 0520-01-03-.03(8)
2. TRR/MS 0520-01-03-.03(8)(b)
3. TRR/MS 0520-01-03-.03(8)(a)

**SERVICES AGREEMENT
BETWEEN ELIZABETHTON CITY SCHOOLS
AND FRONTIER HEALTH**

The purpose of this Agreement is to make certain our schools and community are under the provision, integration, and coordination of mental health services.

WHEREAS, the **Elizabethton City Schools (ECS)** desires to incorporate and encourage mental health throughout the district; and,

WHEREAS, **Frontier Health (FH)** has the required expertise and experience necessary to provide appropriate services within the scope of this effort;

NOW THEREFORE, ECS and FH mutually agree to the following terms of this Agreement beginning August 1, 2020.

I. ECS agrees to do the following:

- Assist in the identification and referral of students to Frontier Health in the event of a major school crisis, or behavioral health need of a student.
- Identify and offer onsite facilities for Frontier Health staff for the purpose of providing a School Based Student Assistance Counseling as deemed appropriate for any student, faculty member, or administrator with a behavioral health need, or for consultation and education of any behavioral and mental health situation.
- Promote parental information and involvement in collaboration with mental health services as necessary for the students effected by any behavioral health need.
- Recognize this collaboration as an essential effort toward school implementation of an integrated partnership with FH for the availability of recovery and behavioral health services for the students of City of Elizabethton.

II. FH agrees to do the following:

- FH will accept referrals from ECS for services when appropriate and dependent on admission criteria while utilizing referral procedures as agreed upon for any mental / behavioral health need including in the event of a major school crisis situation.
- FH will collaboratively work with ECS to help resolve crisis situations, student behavioral health problems, and provide a decision on eligibility for public mental health services. FH staff will assist in administrative consultation for the development of classroom based behavioral health plans in the support of social and emotional learning of students. For students who are not eligible for public mental health services and supports, FH will provide the eligibility decision and an opportunity for a second opinion. FH will provide referrals for appropriate community services. Exact timeframe of appointments is contingent on the urgency of the individual situation.
- FH will communicate with referring school personnel on behalf of the students as appropriate and authorized.

- FH staff will provide school-based behavioral health interventions and will monitor student progress based on those interventions in accordance with Tier II expectations in the Student Behavioral Support Structure model.
- FH will provide qualified and trained personnel as School Based Student Assistance Counselor(s) to work on campus four (4) days per week at the identified elementary school(s) as determined by ECS .
- School Based Student Assistance Counselor(s) will provide services as deemed appropriate for referred students with behavioral health needs and upon the request of authorized ECS staff.
- FH acknowledges that the provision of any services to students identified as having a disability, shall be in accordance with the student's individualized education program (IEP), any behavior intervention plan, Section 504 Plan, and any applicable Board policies.
- FH shall require all employees to immediately report to the school administrator instances where a student communicates a serious threat of harm to himself or others.

III. FH agrees to the following in order to ensure quality and continuity of care:

1. Provider Staff

FH shall assign only individuals who are properly licensed, certified and/or credentialed to provide services under this Agreement and shall ensure that the licensure and/or certification status of any individual providing services under this Agreement remains in good standing during the term of this Agreement. Frontier Health shall assume and retain responsibility for credentialing. Due to the direct interaction that FH will have with the District's students by providing Services under this Agreement, FH acknowledges that any employee assigned to deliver the Services will be removed and replaced upon request by the District's Administration or designee, provided however, that FH shall retain final decision-making authority over its hiring and other employment decisions regarding the employee(s).

2. Background Checks

FH represents and warrants that it will comply with Tennessee Code Annotated § 49-5-413 for all employees or agents who are assigned to work in the District's schools or have any direct contact with District's students. All background checks shall be performed by a Tennessee licensed background company at the expense of FH and must be completed before any such individual will be permitted to begin working in any of the District's schools. In addition, FH shall comply with the hiring standards set forth in Tennessee Code Annotated § 33-2-1202(c) with respect to checking past work and personal references prior to allowing any employee to work on school premises.

3. Liability Insurance

Frontier Health staff providing services under the terms of this Agreement will be covered by professional liability insurance through Frontier Health.

4. Continuity of Care/Services

Frontier Health staff will provide person-centered services that are in the best interests of mutual consumers and are in compliance with standards and guidelines set forth in federal

and state law related to mental health services. Frontier Health staff will also assure compliance by any entities providing third party reimbursement.

5. Parental Consent

Except for students who have reached the age legally required in the State of Tennessee to provide informed consent independently for mental health treatment (or are otherwise able to give their own consent under State law), FH agrees not to provide any services for or on behalf of any students, unless it has first obtained informed written consent from the parent(s) or legal guardian of the affected students using consent forms approved by FH and the District.

6. Non-Discrimination

FH hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subject to discrimination in the performance of this Agreement or in the employment practices of FH on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. FH shall, upon request, provide proof of non-discrimination and shall post in conspicuous places, available to all employee and applicants, notices of nondiscrimination.

7. Legal Compliance

FH agrees to comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations in the performance of its duties under the Agreement. These laws specifically include, but are not limited to, the Family Education Rights and Privacy Act of 1974 (20 U.S.C. 1232g) ("FERPA"), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Alcohol and Drug Abuse Treatment Confidentiality Regulations (42 CFR Part 2) the Tennessee Data Accessibility, Transparency and Accountability Act (Tenn. Code Ann. 5 49-1-703), Tennessee's mandatory child abuse and child sexual abuse reporting laws (Tenn. Code Ann. SS 37-1-403; 37-1-605) and all administrative rules and regulations accompanying these laws. FH agrees to cooperate with the District as required by these laws in the performance of its duties under this Agreement.

8. Drug-Free Workplace

FH represents and warrants that it maintains a drug-free workplace and that none of its employees will be assigned to provide services under this Agreement unless they have cleared a pre-employment drug screening.

9. Confidentiality

FH agrees to take necessary physical, administrative and technical safeguards to protect the confidentiality of all personally identifiable Information and data related to ECS students and/or employees provided to or acquired by FH, whether maintained physically, electronically or otherwise. Such information will not be copied, used or disclosed by FH for any purpose except as reasonably required to provide services under the terms of this Agreement. FH agrees that it will immediately notify ECS of any breach of confidentiality or other violation of law and will reasonably cooperate with any remedial efforts taken by ECS. At the termination of this Agreement, FH shall return to ECS all personally identifiable or otherwise confidential information provided by ECS or its agents, and if not returnable, shall

identify such information to ECS and provide written assurance to ECS that the information is destroyed.

10. Place of Service

Services will be provided at ECS facilities if possible but may be provided off-site according to the desires and needs of the student.

IV. Both Parties agree to the following:

1. Billing Procedures

This Agreement allows for FH to bill ECS for the provision of staff in the role of Student Assistance Counselor on a monthly basis as agreed to by the school administration and based on the current budget of \$40,000.00 per year. ECS agrees to allow for FH staff to bill third party insurance when and as appropriate for medically necessary behavioral health services with consent of the parent/guardian/eligible student.

2. Governing Law

This Agreement, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall be governed by and interpreted in accordance with the laws of the State of Tennessee, excluding its choice of law principles. Any claim of whatever character arising under this Agreement or under any statute or common law relating in any way, directly or indirectly, to the subject matter of this Agreement or to the dealings between the parties during the term of this Agreement shall be brought exclusively in a state court of competent jurisdiction in Carter County, Tennessee.

3. Term and Termination

This Agreement shall commence on August 1, 2020. Each party agrees to meet at least yearly to evaluate this Agreement and make any adjustments deemed necessary. The parties stipulate and agree that this Agreement shall terminate automatically and without the need for any action by the Parties upon receipt of notice by either party that FH's licensure status has been suspended or revoked. Any agreed upon early termination of this Agreement shall be provided to each party with a 30 day notice prior to termination of the Agreement.

4. Assignability

FH agrees that its obligations or duties arising out of or defined in this Agreement shall not be transferred or assigned by FH without prior written consent of ECS.

5. Entire Agreement

This Agreement constitutes the entire Agreement between the parties and supersedes all prior written and oral negotiations and understandings. Each and every modification and amendment of this Agreement must be in writing and signed by an authorized representative of each party. No waiver of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision whether or not similar, nor shall any waiver constitute a continuing waiver.

6. Surviving Obligation

The obligations of confidentiality provided herein will survive the expiration or termination of this Agreement, regardless of the reason for such termination.

7. Severability


If one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, which shall be construed as if such invalid, illegal, or unenforceable provision had never been contained.

8. Authorization

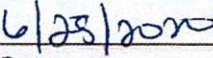
Each Party stipulates that the signor below is fully authorized to execute this Agreement on its behalf.

Richard VanHuss, Director of Schools
Elizabethton City Schools, (ECS)

Date



Kristie Hammonds, President & CEO
Frontier Health (FH)



Date



START AND TERMINATION

This service shall begin on the Commencement Date and shall continue for a period of three (3) years (the "Term"), provided however, that the Customer may terminate this Agreement if the Elizabethton City Board of Education determines that its annual budget is insufficiently funded by the City of Elizabethton to continue the Agreement.

Should the property where the Equipment is located be sold or use of this property be changed, resulting in a different environment for the Equipment covered by this Agreement, UES and Customer shall renegotiate the terms of service and the pricing within sixty (60) days of such event.

Commencement Date: February 1, 2017

INSPECTIONS

Service shall consist of examinations and lubrication including oiling and/or cleaning of each machine, motor, valve, pump and controller; oiling and/or greasing bearings and guides; and making necessary minor adjustments at the time of regular examination. Regular examinations shall occur no less than once per quarter. The examinations include examination of signal devices, enclosures, door operation and interlocks. UES will furnish all lubricants. Cleaning of pits and car tops is included.

MINOR PARTS

In addition to all the services and materials specified above, UES will further furnish all controller contacts, limit switch contacts, interlock contacts, contact insulators, contact springs, and signal fixture lamps as necessary. UES will re-lamp signal fixtures only on a regularly scheduled visit. Regular examinations shall occur no less than once per quarter.

MAJOR PARTS

UES will regularly and systematically examine, adjust, lubricate as required, and if, in our judgment, conditions warrant, repair or replace Machine, Motor, Brakes, Generator, Pump, Valve, Hydraulic Packing, Microprocessors, Controllers, Electronic Boards, Door Operator, Reversing Edge, Guide Shoes/Rollers, Hoist and Conductor Cables.

EMERGENCY REPAIRS

This callback service will be made upon request if trouble should develop or difficulties arise between UES's regular examinations. All work covered under this Agreement is to be performed during normal business hours, Monday through Friday, 8:00 am to 4:30 pm. 24/7 monitoring of your emergency phone is included at no additional charge.

Overtime examinations, repairs or emergency minor adjustment call-back services are not included in this Agreement. For Customer requested callbacks outside of regular working hours, UES will absorb the worked hours at straight time rates and you will be charged for the overtime premium portion only, including for travel for work covered under this contract. For all callback services provided by UES which are outside the scope of this agreement (repairs caused by vandalism, mis-use, weather or building power issues) either during normal working hours or overtime hours, the customer will be billed at the applicable standard billing rate.

If the Equipment is malfunctioning or is in a dangerous condition, Customer agrees to notify UES as soon as possible by phone. Until the problem is corrected, Customer agrees to remove the malfunctioning unit from service and take all necessary precautions to prevent access or use.

PERFORMANCE

UES will use trained personnel to maintain the original performance and contract speed where applicable.

SAFETY TESTS

UES will perform the annual pressure release test required by the State on hydraulic elevators. UES will provide the annual no load safety test and the 5 year full load safety test on traction elevators. UES assumes no responsibility for any damage to the elevator or building pursuant to these tests unless such damage is caused by the negligent or willful act of UES or its agents.



If Customer's system requires a safety test at the commencement date of this Agreement and Customer's system fails the safety test, it is Customer's responsibility to make any repairs necessary to the Equipment in order for the elevator to pass this safety test and/or to be put in acceptable condition for coverage under the terms of this Agreement.

Customer assumes responsibility for the cost of correcting all elevator code violations existing prior to and on the date of this Agreement.

FIREFIGHTERS' SERVICE TEST

If the Equipment has firefighter's service, UES will perform the test twice a year and log those tests in the machine room as required by Tennessee Code. Customer assumes responsibility for performing and keeping a record of any additional Code required tests and for the maintenance and functioning of the smoke and/or heat detectors.

TWO WAY COMMUNICATIONS TEST

Customer assumes responsibility for performing and keeping a record of monthly tests of the elevator two-way communication device (telephone, intercom etc...). A checklist will be provided in the elevator machine room that shows that device in each elevator was tested, what, if any deficiencies and that those deficiencies were corrected.

GENERAL CONDITIONS

The following items of elevator equipment are not covered under this Agreement: Pistons, piston cylinders, outer casing and other underground pipe and connections; refinishing, repairing or replacement of car enclosure, cab flooring, hoistway entrance frames, hoistway door panels and sills, power switches and feeders to controllers, heat and smoke sensing devices, cab light fixtures and fluorescent tubes, two-way communication devices, exhaust fans, steel guide rail replacement or realignment.

For existing installations Customer agrees to provide access to UES to current wiring diagrams that reflect all changes to the Equipment, parts catalogs, and maintenance instructions for the Equipment covered by this Agreement. Customer agrees to authorize UES to make a copy of these documents for backup purposes unless such documents are protected by copyright. Customer also agrees to authorize UES to produce a single copy of any programmable chip or device used in the Equipment for the purpose of archival back-up of the software embodied therein provided that no copyright or other infringement is caused thereby. These items will remain Customer's property.

UES shall not be obligated to make other safety tests, equipment adjustments, or install new attachments or upgrades whether or not recommended or directed by insurance companies or by federal, State, municipal, ASME codes, or other authorities. UES shall not be obliged to make equipment adjustments to achieve Code required new or retroactive code changes. Should such repairs, upgrades, tests or modernizations be required, UES will provide the Customer with a detailed proposal of such changes with pricing for the Customer's acceptance and approval. UES is not responsible for renewals or repairs necessitated by fluctuations in building AC power systems, fire and security alarms, extreme variations in the machine room temperature or tampering with the elevator equipment by unauthorized personnel.

INDEMNIFICATION AND LIMITATION OF LIABILITY

Customer hereby represents that Tennessee law does not authorize Customer to indemnify or hold harmless or to cause any entity to be indemnified or held harmless hereunder. Notwithstanding anything in this Agreement to the contrary, Customer expressly reserves the right to assert, in whole or in part, the defense(s) of government or sovereign immunity permitted under the laws of the State of Tennessee.

In consideration of the performance of the services and the furnishing of the materials as specified above at the price stated, Customer acknowledges and agrees that UES assumes no liability on the account of accidents to persons or damage to persons or property; and that Customer's own responsibility for damage to persons or property while riding on or being in or about the elevators referred to in this Agreement is in no way mitigated or abated.



Customer hereby acknowledges that UES is not required to make renewals or repairs necessitated by reason of Customer or any third party's negligence or misuse of the Equipment or by reason of any other cause beyond UES's control except ordinary wear and tear of the Equipment. UES shall not be required to install new attachments on the elevators as recommended or directed by insurance companies, by governmental authorities, by parts obsolescence, or to make any replacements mentioned herein with parts of a different design. It is further agreed that Customer, as the purchaser, will not permit others to make alterations, adjustments, repairs, or replacements to the Equipment. The cost to replace obsolete parts, or other items beyond UES's control, shall be at the Customer's expense.

PRICING

Pricing terms for this Agreement are set forth on **Schedule 2** attached hereto.

Charges from third parties or owners to process invoices, paper work, etc. are not part of this Agreement and will be passed on and payable by the Customer as additional costs, provided however, that the scope of work and the costs were approved in advance by customer.

The Agreement price shall be increased or decreased by the percentage of increase or decrease in the straight time hourly labor cost in the month of the anniversary of the commencement of the service. UES reserves the right to make additional adjustments at that time to the price of its service under this Agreement.

Payment in full is due by the 10th of the month following Billing Date and shall be considered in arrears after that date. At any time monthly payments are not timely paid, UES reserves the right to withhold further service and void the between examination call-back and parts included clauses of this Agreement until such monthly payments are brought current.

Customer agrees to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, court costs, attorney's fees, or collection costs) incurred by us to collect overdue amounts.

Failure to pay any sum due to UES by Customer related to the equipment described in this Agreement within sixty (60) days will be a material breach, regardless of whether it is billed pursuant to this Agreement or any other. UES may at its option choose one of the following: 1) Suspend all service until all amounts due have been paid in full. 2) Declare all sums for the unexpired term of this Agreement due immediately as liquidated damages and terminate this Agreement. If UES suspends for non-payment, UES shall not be responsible for personal injury, death, damage to property, (including elevator equipment) or losses of any other type or kind that is in any way related to the elevator during suspension of service. Upon resumption of service, Customer will be responsible for payment to UES for all costs, if any, incurred by UES that result from the suspension of service.

CUSTOMER REPLACEMENT OBLIGATIONS

The items listed on **Schedule 3** show considerable wear and will have to be replaced in the near future. To provide Customer with the maximum of service from these items, UES is accepting them in their present condition with the understanding that Customer is to pay in addition to the base amount of this Agreement, the additional cost to replace such items at the time the items listed are first replaced. The charge for this replacement will be determined by prorating the total cost of replacing the individual items. Customer is to pay for that portion of the life of the items used from the date of installation to the date of this Agreement and UES is to pay for that portion used since the date of this Agreement.

MISCELLANEOUS

No other changes in or additions to this Agreement shall be recognized unless made in writing and signed by both parties hereto. This Agreement is not binding upon UES until signed by Chief Manager. The Agreement is not binding upon Customer until approved by the Elizabethton City Schools Board of Education.

Other than specifically mentioned herein, no work, service or liability on the part of UES is included or intended. It is further agreed that we do not assume possession or management of any part of the Equipment but such remains exclusively the Customer's as owner (or lessee).



UES shall not be liable for any loss, damage or delay caused by acts of government, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control.

Customer agrees that this Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee. Customer consents to jurisdiction of the courts with appropriate jurisdiction in Carter County, Tennessee, both State and Federal to all matters and disputes arising out of this Agreement.

In the event any portion of this Agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this Agreement.

UES's rights under this Agreement shall be cumulative and its failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by UES in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Agreement.

Customer's acceptance of this Agreement and its approval by an authorized manager of UES will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Agreement will be recognized unless made in writing and properly executed by both parties. This proposal is hereby accepted in its entirety and shall constitute the entire Agreement as contemplated by Customer and UES.

Respectfully submitted for
United Elevator Services, LLC

Alvin Huckaby

Alvin Huckaby, Service Sales
Tri Cities Branch



SCHEDULE 2

Pricing Terms

Cost of agreement – Payable Quarterly in advance, @ a rate of: **Two Hundred and 00/100's Dollars (\$200.00) per month (\$600.00 per quarter)**

UES offers a 3% discount for annual payment. If you would like to take advantage of this discount please initial acceptance of 3% discount.

Initials: *CD*

Payment may be made by check, credit card, or by direct debit. Please indicate your preference:

☒ Check

☐ Credit Card

☐ Direct Debit

SCHEDULE 3

Worn or Damaged Items

UES and Customer acknowledge that there are no worn or damaged items to be included in Schedule 3.

United Elevator Services, LLC
PO Box 1301
Knoxville, TN 37901



Phone: 865-573-0731
Phone: 800-338-0064
Fax: 865-573-0867

FULL MAINTENANCE SERVICE AGREEMENT ADDENDUM

TO: Elizabethton City Schools
804 S. Watauga Avenue
Elizabethton, TN 37643

BLDG: T.A. Dugger Jr High
Harold McCormick Elementary

Date: June 29, 2020

Customer Code: C1683

Contract Date: February 1, 2017

1. The term of the above identified Agreement will be extended for an additional three (3) year period. The revised expiration date will be June 30, 2023
2. UES shall comply with all provisions of Tennessee Code Annotated § 49-5-413(d), including, but not limited to, requiring a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation, for each employee who may have direct contact with school children or who will come on or about school property when children are present. UES shall ensure that subcontractors or consultants, if any, comply with the statutory requirements described in this paragraph.

Upon execution by both parties as indicated by their signatures below, this Addendum will become binding as an addendum and modification to the Contract. All other terms, conditions, and obligations in the Contract referred to are to remain in full force and effect.

Owner/Agent

United Elevator Services, LLC

Signed _____

Signed _____

Print Richard VanHuss

Print P. David Vickers

Title Director of Schools

Title Chief Manager

Date _____

Date _____

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

DEPARTMENT: SCHOOL NUTRITION

SUBJECT: RENEWAL OF BID 2018-2019-04-SN FOR MISCELLANEOUS CAFETERIA SUPPLIES FOR THE PERIOD JULY 1, 2019 THROUGH JUNE 30, 2020

SUMMARY: An offer to renew the current bid for miscellaneous cafeteria supplies was made to Summers Hardware. All renewal documents were completed and returned. Price increases were in compliance with the guidelines set forth in the original bid.

ACCOUNT FUNDING: Account 143-73100-499 (Other Supplies and Materials)

NECESSARY BOARD ACTION: Motion to approve renewal of Bid 2018-2019-04-SN, the purchase of miscellaneous cafeteria supplies from Summers Hardware for the bid period July 1, 2020 through June 30, 2021.

APPROVED BY THE ELIZABETHTON BOARD OF EDUCATION:

Rita Booher, Board Chairperson

Richard VanHuss, Director of Schools

Date

Date



July 21, 2020

Kathleen Danuser
Citizens Bank
300 Broad Street
Elizabethton, TN 37643

Dear Mrs. Danuser:

Elizabethton City Schools would like to request changes to our VISA account being used by administrators. We would like to request that the credit limit for these accounts remain at \$27,500.00. The following administrators will need to have individual cards on the account with the availability indicated. The changes are in red.

| | | |
|-----------------------------|------------------------|---------------------|
| Corey Gardenhour | \$ 2,000.00 | (delete) |
| Myra Newman | \$ 4,500.00 | |
| John Hutchins | \$ 5,500.00 | |
| Travis Thompson | \$ 2,500.00 | |
| Joey Trent | \$ 5,000.00 | |
| Richard VanHuss | \$ 5,000.00 | \$2,000.00 (change) |
| Josh Boatman | \$5,000.00 | (add) |
| Regina Wilder | \$ 3,000.00 | |

Please contact Jackie Guinn at 547-8000 extension 8205 should you need any additional information.

Thank you for your assistance in this matter.

Sincerely,

Richard VanHuss
Director of Schools



July 21, 2020

Proposal for Interior Renovations TA Dugger Junior High School

Based on plans and specifications provided by Thomas Weems Architect, for interior renovations to TA Dugger Junior High School, GRC Construction offers the following proposal.

The proposal includes the following options:

1. Delete specified allowances totaling \$17,000
2. Change specification for sinks in common use lavatories.

GRC Construction proposes to complete the work as detailed in the plans and specifications, including the above options, for a sum not to exceed Three Hundred Eighty Five Thousand Dollars, (\$385,000.00).

I will be happy to answer any questions or provide additional information if needed.

Mike Price

Senior Estimator

Mobile: 423.502.4600 | Direct: 423.723.1522

GRC Construction

Office: 423.349.7760 | Fax: 423.349.7413

130 Regional Park Drive

Kingsport, TN 37660

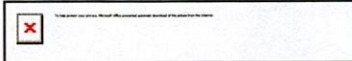
www.grcinc.com

Felecia Baird

From: Ben Torres <btorres@tsba.net>
Sent: Tuesday, July 14, 2020 9:48 AM
To: Felecia Baird
Subject: Board Approval of School Reopening Plans

School Reopening

Email not displaying correctly?
[View it in your browser.](#)



Memorandum

TO: School Board Members, Superintendents, and Board Secretaries

FROM: Ben Torres, Assistant Executive Director & General Counsel

SUBJECT: Board Approval of Reopening Plans

DATE: July 13, 2020

We have received questions from across the state regarding creating and approving reopening plans. The focus of these questions has been, to what extent do Boards need to be involved? **Our answer is and has always been that Boards must be involved in making these crucial decisions for school districts.**

We recommend that the Board and Director work with local health officials to determine the level of spread and infection rates of COVID-19 in their local community to create a plan that is responsive to local conditions right now as well as how those circumstances could change throughout the school year. As the plan may conflict with current board policies and decisions regarding things such as the school calendar, school day, instructional program, and employees, it is important to have the Board's approval. Without approval from the Board, the Director of Schools would risk acting on his or her own, potentially in conflict with current board policies. Accordingly, we strongly urge the Director to seek board approval of the plan to ensure that the Board is aware of, and approves any conflict with current board policies.

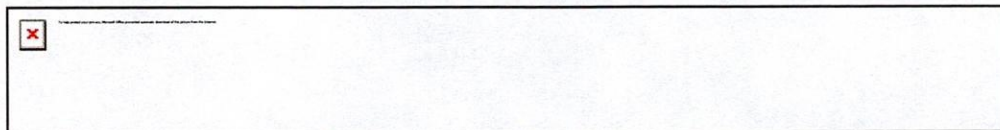
We recommend identifying any deviation from current policies in the reopening plan, as opposed to modifying current policies because the need to maintain current policies still exists. For example, the current attendance policy may well be relevant if some students will still be attending in-person classes throughout the school year. Reopening plans, however, will need to include how the district will apply current laws and board policies to the unique situations that may involve students learning in a variety of online environments. Additionally, TSBA has developed a sample resolution for the board to approve that will allow the reopening plan to deviate from current board policies to the extent there is a conflict. The resolution states that the waiver of board policies is only effective if the Continuous Learning Plan is implemented.

[Click Here](#) to download a copy of the resolution.

Below is a list of policies and contents that could potentially conflict with various aspects of school reopening plans. These may be helpful to keep in mind as you continue to work toward planning for 2020-2021. Please note that these policy numbers correspond to our model policies and may differ from your particular local numbering system.

- 1.101 – Role of the Board of Education
 - The Board has the duty to:
 - Approve the district calendar
 - Adopt district safety plans (TCA 49-6-804)
 - Adopt the curriculum
- 1.400 – School Board Meetings
 - The Board establishes when and how they meet.
- 1.800 – School Calendar
 - No later than the end of the school year, the Board will adopt, upon the recommendation of the director of schools, an official school calendar for the succeeding school year. The calendar will identify holidays, vacation days, summer sessions, and other extensions of the school year. The calendar may be revised by the Board, upon recommendation of the Director of Schools, due to inclement weather or other factors.
- 1.801 – School Day

- The board establishes the school day.
- 1.8011 – Emergency Closings
 - The Director has the authority to close schools in the event of a health emergency.
 - The Board authorizes the Director to continue to pay employees during a closure.
- 3.206 – Community Use of School Facilities
 - The Board determines the community use of school facilities. Specifically, when/how they can be used.
- 4.200 – Curriculum Development
 - Under the leadership and direction of the supervisor of instruction, a unified curriculum shall be developed for the school system in each subject area for grades K-12 and presented to the Board for adoption.
- 4.209 – Alternative Credit Options
 - The Board establishes how students may earn credit online.
- 6.200 – Attendance
 - The Board has the responsibility to establish student attendance requirements.
- 6.310 – Dress Code
 - The Board establishes the general dress code requirements.
- In General - If any of the items result in an expenditure of funds that were not previously approved, then that needs to be approved by the Board.



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Resolution – Emergency Suspension of Board Policies During the 2020-2021 School Year

BOARD RESOLUTION No. 01

WHEREAS, TCA 49-2-203 authorizes local boards of education to govern their respective districts, including adopting, revising, and suspending local board policies;

WHEREAS, on June 29, 2020, Governor Bill Lee signed Executive Order 50 which extended the state of emergency in Tennessee through the beginning of the 2020-2021 school year;

WHEREAS, Boards are required to submit Continuous Learning Plans to the Department of Education by July 24th that outline how districts will reopen for the 2020-2021 school year;

NOW, THEREFORE BE IT RESOLVED, that the Elizabethton City Schools Board of Education hereby suspends the following policies or provisions of its policies for the 2020-2021 school year, including but not limited to those identified below, to the extent that they conflict with the board approved Continuous Learning Plan:

- 1.101 – Role of the Board of Education
 - To the extent the plan conflicts with the district calendar, safety plans, and curriculum adoption.
- 1.400 – School Board Meetings
 - To the extent the plan conflicts with the location and time of school board meetings.
- 1.800 – School Calendar
 - To the extent the plan alters the school calendar to address changes implemented due to COVID-19.
- 1.801 – School Day
 - To the extent that the plan alters the school day so long as students receive 6.5 hours of instruction.
- 1.8011 – Emergency Closings
 - To the extent the Director needs to close schools to address issues resulting from COVID-19.
- 3.206 – Community Use of School Facilities
 - To the extent this policy conflicts with the Continuous Learning Plan.
- 4.200 – Curriculum Development
 - To the extent this policy conflicts with the Continuous Learning Plan.

- 4.209 – Alternative Credit Options
 - To the extent this policy conflicts with the Continuous Learning Plan.
- 6.200 – Attendance
 - To the extent this policy conflicts with the Continuous Learning Plan.
- 6.310 – Dress Code
 - To the extent this policy conflicts with the Continuous Learning Plan.

BE IT FURTHER RESOLVED this resolution shall only become effective in the event the district must implement all, or a portion of the Continuous Learning Plan.

BE IT FURTHER RESOLVED that the Director of Schools shall consult with the Board as feasible and appropriate and shall timely report to the Board regarding implementation of board policies in alignment with the Continuous Learning Plan.

BE IT FURTHER RESOLVED that the Director of Schools will consult with the Board if he/she determines that additional policies or provisions of policies not contained in this resolution are found to conflict with the Continuous Learning Plan.

BE IT FURTHER RESOLVED that the Director of Schools may apply for any waiver or extension that ensures consistency with this resolution, board policies, and state law.

BE IT FURTHER RESOLVED that the Director of Schools shall inform the Board of any waiver or extension request made pursuant to this resolution.

BE IT FURTHER RESOLVED that execution of this Resolution is conclusive evidence of the Board's approval of this action and of the authority granted herein.

Adopted and approved this _____ day of _____.

By: _____
Board Chair

Attest: _____
Director of Schools

Agreement Between
The Elizabethton City School System
And
The Elizabethton Police Department
For
The School Resource Officer Program

This agreement between the Elizabethton City School System (hereinafter referred to as "School Board") and the Elizabethton Police Department (hereinafter referred to as "Chief of Police"):

WITNESSETH:

Whereas, the School Board and the Chief of Police desire to continue providing law enforcement and related services to the public schools of Elizabethton, Tennessee which will endeavor to help maintain a safer school environment; and

Whereas, the School Resource Officer program has met with exceptional success in Elizabethton, other areas of Tennessee, and around the United States; and

Whereas, the School Board and the Chief of Police recognize the benefits of the School Resource Officer Program, in particular to the students and staff of the public school system of Elizabethton, Tennessee; and

Whereas, it is in the best interest of the School Board, Police Department, and the citizens and students of Elizabethton to maintain this program.

Now, therefore, in consideration of the mutual promises and covenants herein contained, the School Board and the Chief of Police hereby agree as follows:

ARTICLE I

The SRO program will continue to operate in the Elizabethton City School System until it is terminated by either party (i.e. School Board or the Chief of Police), according to Article VII.

ARTICLE II

Rights and Duties of the Chief of Police. The Chief of Police shall provide police officers to the School Resource Officer Program (hereinafter referred to as SRO Program and/or SRO's as follows:

A. Number of School Resource Officers (SRO's)

1. The Chief of Police shall assign one regularly employed police officer (SRO) to each of the following schools:

East Side Elementary School
Harold McCormick Elementary School
West Side Elementary School
T. A. Dugger Junior High School
Elizabethton High School

2. The Chief of Police shall assign supervisors as needed to oversee the police officers assigned above and to perform scheduled or unscheduled visits to high schools and will work with the Elizabethton City Schools Administration in coordinating and developing the program.
3. The Chief of Police is responsible to ensure the understanding and compliance of this agreement between the SRO's and their supervisors.

B. Duties and Responsibilities of School Resource Officers.

1. Each SRO shall be assigned to a school on a full-time basis. During those hours that school is in regular session, the SRO may also be assigned additional responsibilities as determined by the Chief of Police in the case of an emergency.
2. The school principal may request the SRO to assist in any additional duties that are mutually agreed upon by the principal and the SRO that do not violate the terms of this Agreement.
3. The SRO operates under the specific supervision of the Chief of Police and in a cooperative manner with the school principal. When a situation arises regarding a matter, which is in the purview of law enforcement, the SRO will fall under the supervision of the Chief of Police and will answer to the Chief of Police's Office chain of command.
4. SRO Instructional Responsibility:
 - a.) The very heart of the SRO program is the SRO instructing students. This builds the initial rapport and credibility with the students and is necessary for a successful program.
 - b.) The SRO shall act as an instructor for specialized, short-term programs, or as a guest speaker when invited to do so by the principal or a member of the faculty. The SRO shall not be asked to act as a substitute teacher.
 - c.) The instruction may include, but is not limited to:
 - 1.) Police and their role in society;

- 2.) Laws;
- 3.) Juvenile and adult criminal justice system;
- 4.) Career opportunities in law enforcement;
- 5.) Drug prevention/education (e.g. DARE or similar programs);
- 6.) Any other law related class that may be needed,

5. Additional Responsibilities of the SRO:

- a) The SRO shall coordinate all activities with the principal and staff members and will seek permission, advice, and guidance prior to enacting any program within the school.
- b) The SRO shall develop expertise in presenting various subjects to the students. Such subjects shall include basic understanding of various selected laws of the state, the role of police, and community policing.
- c) The SRO shall initiate and moderate individual and group discussion with students, based upon material presented in class to further establish rapport with the students.
- d) When requested and as scheduling allows, the SRO shall attend parent/faculty meetings to solicit support and understanding of the program, as well as assist parents and faculty members in law enforcement related problems involving students.
- e) As scheduling allows, the SRO shall be available for conferences with students, parents, and faculty/staff members in order to assist them with problems of a law enforcement or crime-related nature. Confidential information obtained shall not be disclosed except as provided by the applicable State and/or Federal Law.
- f) The SRO shall become familiar with all community agencies, which offer assistance to children, youths, and their families such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies when necessary thereby acting as a resource person to students, faculty, and staff the school and/or community. The SRO shall notify the principal of the referrals as soon as practicable.
- g) The SRO shall assist the principal in developing emergency plans and strategies to prevent and/or minimize dangerous situations such as hostage situations, armed person(s) on campus, student disturbances, and natural/man-made disasters. The SRO shall be involved in the design and implementation of active shooter drills/training at all schools in the system.
- h) Should it become necessary to conduct formal interrogations with the students, the SRO shall adhere to the Chief of Police's Office policy as

well as the policy of the Elizabethton City School System. Legal requirements regarding all such interrogations shall be followed.

- i) The SRO shall take law enforcement action as required. As soon as practical, the SRO shall make the principal of the school aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who appear at the school and related school functions to the extent the SRO may do so under the authority of the law.
- j) The SRO shall give assistance to other law enforcement officers in matters regarding the SRO's school assignment.
- k) The SRO shall, whenever possible, participate in or attend school functions.
- l) The SRO may be included in circumstances involving runaways, thefts, child abuse or neglect, or any crime. The SRO may be asked to assist other SRO's/police officers in law enforcement activities at different schools or other locations, when directed to do so by the Chief of Police (for example, in an emergency situation).
- m) The SRO shall maintain detailed and accurate records of the operation of the School Resource Officer Program and shall submit other reports of an instructional nature as required by the principal, school staff, and/or Chief of Police.
- n) The SRO shall NOT act as a school disciplinarian, as disciplining students is a school responsibility. However, if the principal believes that an incident is a violation of the law, the principal may contact the SRO and the SRO will then determine whether law enforcement action is appropriate. SRO's are not to be used for regularly assigned lunchroom duties, bus duties, hall monitors, or other monitoring duties.
- o) SRO's shall not be required to perform "game/event security" at their assigned school, but may be asked to coordinate such activities. Each SRO is, however, expected to attend school events whenever possible. In the event that extra security is necessary, other officers (for example: off duty SRO's from other schools; other law enforcement officers) should be contacted for those services. Should a situation arise, a SRO is expected to take whatever action is appropriate and necessary to maintain public safety.

C. Transporting Students and School Officials:

1. 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 Systems liability insurance when being transported by an officer of the Elizabethton Police Department.

2. 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 Section D 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.
3. 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.
4. 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.
5. School Resource Officers shall not transport students in their personal vehicles.
6. School Resource Officers shall notify the school principal before removing a student from campus.

D. Student Truancy and Unapproved Departure from Campus:

1. School Resource Officers may not take a juvenile into custody simply because he/she is truant.
2. 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.

E. Rights and Duties of the School Board:

1. The School Board shall make every effort to provide to the full-time SRO of each school the following materials and facilities which are necessary to the performance of the SRO's duties:
 - a) Access to an air-conditioned, heated, and properly lighted private office. This office should contain a telephone that may be used for general business purposes.
 - b) A location for files and records, which can be properly locked and secured.
 - c) A desk with drawers, a chair, a worktable (if available), a filing cabinet, and office supplies as needed.
 - d) Access to a typewriter and/or secretarial assistance. Access to a computer with Internet hook-up.
2. The School Board is responsible for ensuring the understanding and compliance of this agreement among the administrators and school principals.

ARTICLE 111

Financing of the School Resource Officer Program:

- A. SRO's are employees of the Elizabethton Police Department. The funding for the SRO Program will come from multiple sources. The Elizabethton High School SRO position shall be paid by the City of Elizabethton. Elizabethton City Schools will reimburse the City of Elizabethton the funds required for the T. A. Dugger Junior High School SRO position. This funding will come jointly from the school system's general purpose account, along with some funding generated from the Safe Schools Act of 1998 Grant obtained by the school system. The SRO's at East Side, Harold McCormick, and West Side Elementary Schools will be paid for by a combination of the state-funded SRO grant, the Safe Schools Act of 1998 Grant, and funds from the City of Elizabethton.

ARTICLE IV

Employment status of School Resource Officers:

- A. School Resource Officers shall be employees of the Elizabethton Chief of Police's Office and shall not be employees of the Elizabethton School System. The School Board and the Chief of Police acknowledge that the SRO's shall remain responsive to the chain of command of the Elizabethton Chief of Police's Office.

ARTICLE V

Appointment of School Resource Officers:

- A. The Chief of Police or his designee shall identify individuals who are qualified and have expressed a desire to become an SRO. The Chief of Police or his designee shall be responsible for the selection of SRO's. The SRO selection process shall include the following:
 - 1. Job knowledge, experience, training, education, appearance, and communication skills shall be considered when selecting SRO's.
 - 2. Each SRO applicant must also meet the requirements for certification as a law enforcement officer as stated in the Tennessee Code Annotated.
 - 3. Each SRO shall attend an orientation on policies and procedures of the Elizabethton School System. The date of the orientation will be scheduled so that all SRO's can attend. This orientation shall be performed by the principal at each school site.

ARTICLE VI

Dismissal, replacement, or reassignment of School Resource Officers:

- A. In the event the principal of the school or someone in the capacity of supervisor to which an SRO is assigned is of the opinion that the particular SRO is not effectively performing his/her duties and responsibilities, the principal shall notify the SRO supervisor and he/she shall try to resolve the problem. If the SRO supervisor cannot get the problem resolved, the principal shall then recommend to the Director of Schools that the SRO assignment be reviewed in the program at that school and shall state the reason for such recommendation in writing. Within seven (7) working days of receiving the recommendation in writing from the principal, the Director of Schools, (or his/her designees) shall meet with the SRO Supervisor to mediate or resolve any problems, which may exist. At such meeting, specified members of the staff at the school where the SRO is assigned may be required to be present. If, within the seven (7) working days mentioned above, the problem cannot be mediated or resolved or in the event that the Director of Schools and the Chief of Police do not seek mediation, then the SRO shall be removed from the program at the school and a replacement shall be obtained pursuant to Article V above.
- B. The Chief of Police may dismiss or reassign a SRO based upon violations of Office rules and Regulations, violations of law, or when it is in the best interest of the Chief of Police and/or the citizens of Elizabethton.
- C. In the event of a resignation, dismissal, or reassignment of a SRO, the

Chief of Police shall provide a replacement for the SRO as soon as practicable. As soon as possible, the SRO interview process shall begin and a recommendation made for a permanent replacement of the SRO position.

- D. SRO's requesting a transfer to a new school should submit a request in writing at the end of the school year. Transfers shall be subject to approval of the Director of Schools and the Chief of Police (or their designees).

ARTICLE VII

Termination of Agreement:

- A. This agreement shall become effective upon execution. This agreement is binding on each party's successors and assigns. This agreement may be terminated by either party upon ninety (90) days written notice that any other party has failed to substantially perform in accordance with the terms and conditions of this agreement. Either party upon ninety (90) days written notice may terminate this agreement without cause. Termination of this agreement may be accomplished as provided herein. Any equipment obtained for use by the Elizabethton School Resource Officer Program, whether through grants, gifts, or regular operating budget, shall revert to the party that obtained the property. Disposal of such property shall follow the guidelines for disposal as provided in any related grant manual or under Tennessee Law. If the Elizabethton' Chief of Police's Office should request to retain any equipment for use by their department, fair compensation will be made to the party(s) that obtained the property.

ARTICLE VIII

Notices:

- A. Any and all notices or other communications herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid and addressed as follows:

Elizabethton City Director of Schools
804 South Watauga Avenue
Elizabethton, TN 37643

Elizabethton Chief of Police
525 East F Street
Elizabethton, TN 37643

ARTICLE IX

Good Faith:

- A. The School Board, the Chief of Police, their agents, and employees agree to cooperate in good faith in fulfilling the terms of this agreement. Teamwork between all parties is

paramount. Any unforeseen difficulties or questions will be resolved by negotiation between the Director of Schools and the Chief of Police or their designees.

ARTICLE X

Modification:

- A. This document constitutes the full understanding of the parties and no terms, conditions, understanding, or agreements purporting to modify or vary the terms of this document shall be binding unless hereinafter made in writing and signed by all parties.

ARTICLE XI

Non-assignment:

- A. This agreement, and each and every covenant herein, shall be capable of assignment, unless the express written consent of the School Board and the Chief of Police is obtained.

ARTICLE XII

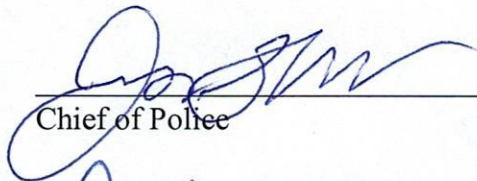
Merger:

- A. This agreement constitutes a final written expression of all the terms of this agreement and is a complete and exclusive statement of those terms.

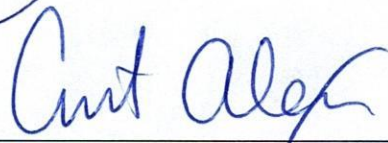
IN WITNESS WHEREOF, we have affixed our signatures to this agreement, in Elizabethton, Tennessee, this ____ day of, _____ 2020

Chairperson, Board of Education

Director of Schools



Chief of Police



Mayor, City of Elizabethton

**BEFORE THE CITY COUNCIL
OF THE CITY OF ELIZABETHTON, TENNESSEE**

REGULAR SESSION

JULY 9, 2020

RESOLUTION NO. 56-43

**“A RESOLUTION APPROVING AN AGREEMENT
BETWEEN THE ELIZABETHTON CITY SCHOOL
SYSTEM AND THE CITY OF ELIZABETHTON,
ELIZABETHTON POLICE DEPARTMENT, FOR THE
SCHOOL RESOURCE OFFICER PROGRAM.”**

WHEREAS, the City of Elizabethton has had a School Resource Officer at Elizabethton High School since 1997; and

WHEREAS, there has been a School Resource Officer at T. A. Dugger Jr. High School since 2010; and

WHEREAS, the cost of the salary and benefits of the School Resource Officer at T. A. Dugger Jr. High School has historically been reimbursed to the City of Elizabethton from the Elizabethton City School System; and

WHEREAS, in 2019, the Elizabethton City School System received a Grant from the State of Tennessee to allow for the placement of Police Officers as School Resource Officers at the three (3) Elementary Schools in the City of Elizabethton, specifically, East Side Elementary School, Harold McCormick Elementary School, and West Side Elementary School; and

WHEREAS, this Grant from the State of Tennessee allows the Elizabethton City School System to fund seventy five percent (75%) of the cost of the salary and benefits of the three (3) additional School Resource Officers placed at the elementary schools; and

WHEREAS, the Elizabethton City School System has informed the City of Elizabethton that they intend to continue to fund the T. A. Dugger Jr. High School and the Elementary School Resource Officer positions with funds available through the Safe Schools Grant and the State of Tennessee SRO Grant; and

WHEREAS, the City of Elizabethton will continue to fund the Elizabethton High School Resource Officer and, further, provide the matching funds needed for the three (3) Police Officers to be placed as School Resource Officers at the Elizabethton City School

System Elementary Schools, specifically, East Side Elementary School, Harold McCormick Elementary School, and West Side Elementary School; and

WHEREAS, the cost to the City of Elizabethton will be One Hundred Two Thousand One Hundred Eight Dollars (\$102,108.00) which is the full cost of the salary and benefits for the School Resource Officer at the Elizabethton High School and the twenty five percent (25%) match for the three Police Officers who serve as School Resource Officers at the Elizabethton City School System Elementary Schools; and

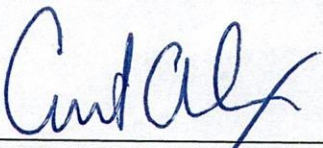
WHEREAS, it is in the best interest and welfare of the citizens and residents of the City of Elizabethton, Tennessee, that the City of Elizabethton enter into an Agreement with the Elizabethton City School System for the School Resource Officer Program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elizabethton, Tennessee, meeting in Regular Session on the 9th day of July, 2020, with a lawful quorum of said Council being present and with a majority of said Council voting in the affirmative as follows:

1. That the City of Elizabethton, Elizabethton Police Department, is hereby authorized to enter into an Agreement with the Elizabethton City School System for the placement of School Resource Officers at the Elizabethton High School, at the T. A. Dugger Jr. High School, and at the three (3) Elizabethton City School System Elementary Schools, specifically, East Side Elementary School, Harold McCormick Elementary School, and West Side Elementary School at a total cost to the City of Elizabethton of One Hundred Two Thousand One Hundred and Eight Dollars (\$102,108.00).
2. That the Mayor be and he is hereby authorized to sign the Agreement with the Elizabethton City School System for the School Resource Officer Program on behalf of the City of Elizabethton.
3. That the Mayor be and he is hereby authorized to sign any and all other documents necessary to put the Agreement with the Elizabethton City School System for the School Resource Officer Program into full force and effect.

4. This Resolution shall be effective from and after its adoption.

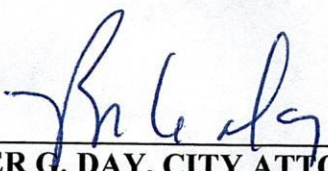
CITY OF ELIZABETHTON, TENNESSEE

By: 
CURT ALEXANDER, MAYOR

ATTEST:

PRESTON T. COBB, CITY CLERK

**PREPARED BY ME AND
APPROVED AS TO FORM**



**ROGER G. DAY, CITY ATTORNEY
CITY OF ELIZABETHTON, TN
136 SOUTH SYCAMORE STREET
ELIZABETHTON, TN 37643
PHONE: (423) 542-9575
FAX: (423) 975-0449
BPR #14545**



QUOTE/ORDER AGREEMENT

TE21, Inc.

1184 Clements Ferry Rd, Suite G
Charleston, SC 29492
Phone: (843) 579-2520
Fax: (843) 849-2951

VALID UNTIL: 07-31-2020

Quote Number: Q-007355

Quote Name: Elizabethton City TN (CER) - BA Ib 20-21 -
07/08/2020 20:30

Business Partner: LEARNING PARTNERS, LLC

Roger Choate ~ roger@yourlearningpartners.com ~ (270) 210-8907
475 Calvert Drive, Paducah, KY 42003

| | | | |
|---------------------------|--|---------------|----------------------------|
| Customer: | Elizabethton City School Dist | | |
| Address: | 804 S Watauga Ave, Elizabethton, TN 37643 | | |
| Contact Name: | Myra Newman | Title: | Deputy Director of Schools |
| E-mail: | myra.newman@ecschoools.net | Phone: | (423) 547-8000 |
| Sales Rep Contact: | Cindy Hollar • E-mail: cindyhollar@te21.com • Phone (843) 830-7364 | | |

PRODUCTS/SERVICES ORDERED:

| QTY | UNITS | PRODUCT | DESCRIPTION | PRICE LEVEL | SALES PRICE | TOTAL PRICE |
|-------|----------|-----------------------------|--|------------------------------|---------------|--------------------|
| 550 | Students | TN-ElmBA CER | CASE Benchmark Assessments - TN Elementary School | CER 60000+ Consortium Pacing | \$7.50 | \$4,125.00 |
| 610 | Students | TN-MiddBA CER | CASE Benchmark Assessments - TN Middle School | CER 60000+ Consortium Pacing | \$7.50 | \$4,575.00 |
| 645 | Students | TN-HighBA CER | CASE Benchmark Assessments - TN High School | CER 60000+ Consortium Pacing | \$7.50 | \$4,837.50 |
| 1,805 | Students | CASE-IB TE21 | CASE Item Bank | Bundled IB Pricing | \$1.55 | \$2,797.75 |
| 1,805 | Students | IB - Navigate enCASE | Annual Subscription for Navigate Item Bank | Bundled IB Pricing | \$1.95 | \$3,519.75 |
| 1,805 | Students | StudentRpt | Individual Student Reports | Custom Pricing | \$0.00 | \$0.00 |
| 1 | Package | PD-StartUp<3000 | Start Up Services Package - full day onsite and virtual services | TE21 Base Pricing | \$2,995.00 | \$2,995.00 |
| 1 | Package | PD-ENCASE | Professional Development for TE21 enCASE Platform | TE21 Onsite Full Day | \$2,000.00 | \$2,000.00 |
| 1 | Package | PD-ENCASE-Sub | Professional Development Subscription for TE21 enCASE Platform | Subscription | \$500.00 | \$500.00 |
| 1,805 | Students | BA Online enCASE Prof | Online Student Access - TE21 enCASE Platform - Professional Edition with extended assessment analytics | Platform Pricing | \$6.00 | \$10,830.00 |
| 1 | | PD-enCASE Prof Provisioning | enCASE Professional Edition - One-time provisioning fee includes hosted setup, user provisioning, Data Area provisioning, configuration of analytics, training, and assistance with the review and QA process. | TE21 Base Pricing | \$3,500.00 | \$3,500.00 |
| | | | | | Total: | \$39,680.00 |

This Order Agreement is governed by the Master Terms and Conditions located at <https://www.te21.com/terms>, which are hereby incorporated by reference (this Quote/Order Agreement and such Master Terms and Conditions, collectively, the "Agreement"). In the event of any conflict between any provisions of the Master Terms and Conditions and this Order Agreement, the provisions of this Order Agreement shall control to the extent of the conflict.



QUOTE/ORDER AGREEMENT

Additional details of your order follow.

| Elementary Assessment Order Detail | | | | |
|------------------------------------|----------|---------------------|---------------------|-------------|
| Subject | Ordered? | # of Tests per Year | Online? | Grade Level |
| ELA | Yes | 3 | Yes - TE21 Customer | 3-5 |
| Math | Yes | 3 | Yes - TE21 Customer | 3-5 |
| Science | Yes | 3 | Yes - TE21 Customer | 3-5 |
| SS | Yes | 3 | Yes - TE21 Customer | 3-5 |

| Middle Assessment Order Detail | | | | |
|--------------------------------|----------|---------------------|---------------------|-------------|
| Subject | Ordered? | # of Tests per Year | Online? | Grade Level |
| ELA | Yes | 3 | Yes - TE21 Customer | 6-8 |
| Math | Yes | 3 | Yes - TE21 Customer | 6-8 |
| Science | Yes | 3 | Yes - TE21 Customer | 6-8 |
| SS | Yes | 3 | Yes - TE21 Customer | 6-8 |

| High School Assessment Order Detail | | | | |
|-------------------------------------|----------|-----------------------------------|---------------------------------|---------------------|
| Subject | Ordered? | # of Tests per Year - Traditional | # of Tests per Semester - Block | Online? |
| Standard Package – All Subjects | Yes | 3 | 2 | Yes - TE21 Customer |
| Standard English | | | | |
| Standard Math | | | | |
| Standard Science | | | | |
| Standard History | | | | |

| Additional Assessment Details | | | | | | |
|---|---|-----------------------|------------|--|--|--|
| Assessment Package | | | | | | |
| Exceptions to Assessment Package | | | | | | |
| | | | | | | |
| College and Career Ready Assessments | | | | | | |
| Grades to Test | | # of Students | | | | |
| CASE Item Bank Subscription | | | | | | |
| Grades to Access | 3-11 | # of Students | 1,805 | | | |
| Subscription Start Date | 08-01-2020 | Subscription End Date | 07-31-2021 | | | |
| New Subscription Notes | New subscription term estimated; actual start date to be determined upon receipt of customer PO and account set up. | | | | | |
| Online Delivery Platform Vendor | | | | | | |
| CASE Item Bank | | Assessments | | | | |
| TE21 enCASE | | TE21 enCASE | | | | |
| Special Instructions | | | | | | |
| <p>This quote is for CASE assessments and CASE+Navigate item bank, delivered via enCASE platform, for grades 3-11. Quote includes standard new customer platform and startup professional development training.</p> <p>Since student numbers have not been finalized for FY21, TE21 is granting CER Consortium pricing at the 60,000+ level for FY21, regardless of the number of students assessed</p> <p>The pricing for this quote is based on your choice to use CASE pacing. By using CASE pacing, you will not be able to make any changes or adjustments to the benchmark assessments or the CASE reports.</p> | | | | | | |

ASSESSMENT ORDERS:

For Paper/Pencil Assessment Delivery - Pre-coded answer documents and scanning provided for each benchmark; UPS Shipping Labels are provided for return of answer documents; School/District responsible for copying benchmarks. For Online Assessment Delivery - Enrollment and access information will be provided separately. **Changes to delivery options on assessment orders within one month of scheduled test delivery may be subject to additional charges.**

PRICING, TERM AND EXPIRATION: This Order is for the school year over which the purchased assessments referenced above are delivered. For CASE Item Bank, this Order is for a 12 month subscription term as detailed in the above order details. The details of this Quote/Order Agreement, including those related to pricing, are valid if executed by Customer on or before **07-31-2020**.

PAYMENT TERMS: Pricing above reflects current Customer student enrollment. If actual Customer student enrollment is greater than 10% of the above enrollment, Customer agrees to pay for any increase in student enrollment at the time invoiced. All payment obligations are non-cancelable and all amounts paid are nonrefundable. TE21 shall be entitled to withhold performance and discontinue service until all amounts due are paid in full. Payment is due in accordance with invoicing terms, unless otherwise specified below.

Special Payment Terms:

PROFESSIONAL SERVICES: Professional development ("PD") will be performed by TE21 in accordance with its published descriptions at a mutually-convenient time. TE21 will not have any obligation to perform any PD that is not scheduled within 12 months of the Effective Date.

CASE ASSESSMENTS: CASE Assessments are the property of TE21, Inc. CASE Assessments delivered via paper/pencil format or online through any delivery platform are intended for use with students registered in your classroom this school year. Your right to use of this document is limited to its delivery in whole to your students as a formative assessment, and for review and instructional purposes for those registered students within your classroom in the year of assessment delivery. CASE Assessments cannot be shared, duplicated, modified, uploaded to a community site or database, publicly displayed or reproduced in part or in whole without written permission of TE21.

CASE ITEM BANK LICENSE: CASE Item Bank and all items are the property of TE21. TE21 grants to Customer a limited, non-exclusive, non-transferable right and license to access CASE Item Bank to registered students during subscription. CASE Item Bank shall be limited to use in Customer's classrooms and shall not include any right to reproduce questions from CASE Item Bank, distribute copies of the questions, export questions for inclusion in any other delivery platforms or electronic storage devices, upload any question to any platform partner "community boards", prepare derivative works of the questions, or publicly display the questions outside Customer's classrooms.

The parties acknowledge that they've read and understood the TE21 Master Terms and Conditions located at <https://www.TE21.com/terms> and have executed this Agreement as of the last date signed (the "Effective Date").

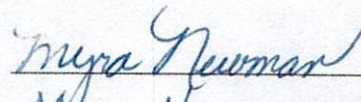
TE21, Inc.

Customer: Elizabethton City School Dist
 Quote: Q-007355

By:



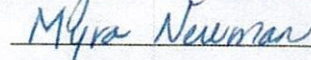
By (Authorized):



Name:

Lou Ann Little

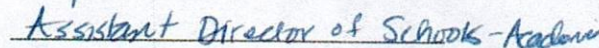
Name:



Title:

Sr. Director of Finance & Operations

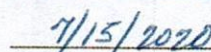
Title:


 Assistant Director of Schools - Academics

Date:

7/8/2020

Date:


 7/15/2020

Please provide or confirm the Main Contacts. Update as necessary. If correct, confirm by checking here: []

| Role | Name | Title | Email | Phone |
|-------------------------|-------------|-------|----------------------------|----------------|
| Main Contact Benchmarks | Myra Newman | Other | myra.newman@ecschoools.net | (423) 547-8000 |
| Main Contact Item Bank | Myra Newman | Other | myra.newman@ecschoools.net | (423) 547-8000 |

PO DATE

07/10/2020

ELIZABETHTON CITY SCHOOLS

804 South Watauga Avenue
Elizabethton, TN 37643
Phone: 423-547-8000
Fax: 423-547-8929
web: ecschools.net

PAGE 1 OF 1

PURCHASE ORDER NUMBER

8002000026

FISCAL YEAR : 2020-2021
ENTERED BY : GUINNJAC002

VENDOR:

TE21, INC.

1184 CLEMENTS FERRY ROAD STE G
CHARLESTON, SC 29492

SHIP TO:

ELIZABETHTON CITY SCHOOLS

804 S WATAUGA AVENUE
ELIZABETHTON, TN 37643-4207

PHONE: (843) 579-2520 FAX: (843) 849-2951

| QUANTITY | UNIT | DESCRIPTION OF ITEMS OR MATERIALS | UNIT PRICE | AMOUNT |
|----------|------|--|----------------|-----------|
| 1 | | CETTICA PLATFORM-PROFESSIONAL EDITION WITH EXTENDED ASSESSMENT ANALYTICS AND ASSISTANCE WITH THE REVIEW AND QA QUOTE #; Q-007355 | 39680.00000 | 39,680.00 |
| | | ACCOUNT SUMMARY (FOR INTERNAL USE) | | |
| | | ACCOUNT NUMBER | ACCOUNT AMOUNT | |
| | | 141 E 71100 499 000 90600 000 | 16,094.78 | |
| | | 142 E 71100 471 CRS 00000 000 | 23,585.22 | |
| | | | PAGE TOTAL | 39,680.00 |
| | | | TOTAL | 39,680.00 |

PURCHASE APPROVED BY:

Bill Vant
Beth Wilson



Partners
for
Digital

"one piece of your success"

Elizabethton City School District Statement of Work July 15th, 2020

For further information regarding this document contact:

Wendy Oliver Ed.D.

Managing Partner, Chief Learning Architect

Wendy.Oliver@Partnersfordigital.com

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1.0 Project Description

This scope of work outlines the details of the scope of work provided as a result of the partnership between Partner For Digital Learning and Elizabethton City for the purpose of implementing programs to serve students and to expand digital initiatives in the district.

2.0 Deliverables

This section outlines a series of deliverables that are considered in scope or part of the project outline for this Statement of Work.

2.1 District-Wide K-12 Curriculum

Deliverables

- Partners For Digital Learning and its Partners will provide K-12 curriculum to students of Elizabethton City.
- Curriculum will be integrated and delivered through the Partners For Digital Learning and its partner platform.
- Instructors and students will Single Sign On into the Partners For Digital Learning platform via Clever Single Sign On.
- Partners For Digital Learning will provide platform and content training, which includes course customization and benchmark creation (if applicable).
- Partners For Digital Learning will provide support to Elizabethton City administrators and no end user support to include Teachers, Students, or Parents.
- Partners For Digital Learning will invoice at the beginning of the term based upon enrollment number submitted from Elizabethton City and monthly for any overages. Students enrolling in the full-time virtual program where Partners For Digital Learning provides a turn-key solution will be billed quarterly.

Assumptions

- Curriculum will be provided for district-wide usage but actual usage and billing is based upon the number of Elizabethton City students that access the curriculum at least one time.
- Elizabethton City is district of record for all Elizabethton City students enrolled in this program
- Elizabethton City “owns” the student enrollment and therefore is legally responsible for meeting IEP requirements.
- Elizabethton City will provide Elizabethton City administrators to work with Partners For Digital Learning.

- Grades passback from content to Skyward Student Information System is out of scope for this project.

Acceptance Criteria

- Elizabethton City's instructors and students have access to the curriculum.

2.2 Skyward/Clever Integration

Deliverables

- Integration between Elizabethton City's instance of Clever for the purposes of obtaining user, course, and enrollment roster information.
- Clever Single Sign On with the Partners For Digital Learning platform.

Assumptions

- Elizabethton City utilizes Course Codes across the district as a way to identify what content that should be mapped to each course.
- Partners For Digital Learning will use the Course Code to map content to courses and sections.
- Course code(s) are consistent across the district and each course offerings uses the same course code(s).
- Elizabethton City's Skyward rosters will be shared with Partners For Digital Learning via Clever.
- Grades passback to Skyward Student Information System is considered out of scope.

Acceptance Criteria

- Partners For Digital Learning and its partners have integrated with Elizabethton City's Skyward/Clever instance and are able to receive and process roster information.

2.3 Professional Development

Deliverables

Partners For Digital Learning has developed a standard package of consulting and project management designed to support Elizabethton City during this roll-out. Partners For Digital Learning will provide eight hours of start-up remote training for a maximum of 15 attendees @ \$1200.00. Partners For Digital Learning recommends a train-the-trainer model. This standard package may be adjusted to more appropriately match the needs of Elizabethton City as defined before and during the life of the project. Both parties will work together, as needed, to adjust consulting agendas and breakdown, and both will agree to any modifications.

Partners For Digital Learning will provide start-up training in the following areas:

- Learning Management System navigation
- Content navigation
- Custom course builder

Additional professional development is available at a rate of \$1200/day (8 hours), which can be divided into four-two hour sessions. The maximum number of attendees per session to be determined by model of the training. Some general topics and areas for consultation:

- Additional platform, content or assessment training.
- Analyze and explain our district Online Practice Profile results (OPP).
- Where do we start?
- Help get my teachers and parents on board.
- Best practices in Online and/or Blended instruction
- Moving beyond the school and into the classroom
- Program implementation – Getting started and building capaCounty
- Curriculum consulting to include design, selection, and implementation
- Creating a custom solution to address my scores (EOC, MTSS, RTI)
- Technical design, delivery, and integration consulting
- Personalized digital learning policy and procedure consulting
- Program management consulting
- Blended/Online school consulting
- Badging, Blockchain, college and career – I want it all!
- Long term planning and implementation
- Not Your Mama’s Classroom - how to discuss upcoming changes with parents.

In addition to the above topics, Partners For Digital Learning can provide consulting tailored to topics as requested and agreed to by both parties.

Assumptions

The following are assumptions around which this section of deliverables is developed around.

- Partners For Digital Learning and Elizabethton City will work together to define and outline Professional Development needs.
- Both parties will agree to any proposed sessions and topics in advance.
- Any changes to consulting topics and new requests will be agreed to by both parties via the Change Request process outlined below.
- Partners For Digital Learning will provide a written accounting of Professional Development time delivered.
- Additional consulting time is available upon request and may result in an increased charge.

Acceptance Criteria

- Acceptance will be deemed complete once the eight hours of consulting have been delivered.

3.0 Partners For Digital Learning Responsibilities

3.1 Project Management

Partners For Digital Learning will provide ongoing project management for the project team members, including schedule, budget, scope, risk, and change control, throughout the duration of the implementation.

3.1 Support

Partners For Digital Learning will provide ongoing support for Elizabethton City Administrators.

4.0 Elizabethton City Responsibilities

4.1 Primary Point of Contact

Elizabethton City will provide a named primary point of contact for this project. That person will be responsible for facilitating the following requests for Elizabethton City:

- Decision requests
- Change requests
- Other approvals as required

- Acceptance of deliverables

4.2 Other Personnel

Elizabethton City will provide the appropriate personnel required to support the ongoing work efforts of the project as described in this document. Example, for full-time student enrollments a facilitator will need to be appointed.

5.0 Change Requests

5.1 Change Request Process

Scope changes and/or additions requested by the Elizabethton City (i.e. that are not documented in this statement of work) will be managed by following the Change Request process:

1. A change request is made in writing to include:
 - a. The scope of the change
 - b. The impact of the change (both on schedule and cost)
2. The change request is provided to Elizabethton City for approval who will respond within 5 business days, or the change request will be deemed not accepted.
3. If Elizabethton City rejects the change request, no further activities will follow and shall not be obligated to pay any additional fee or other amount in connection with such change request.
4. If Elizabethton City accepts the change, Elizabethton City will approve and sign the change request.
5. Partners For Digital Learning similarly signs the change request and it becomes fully executed.
6. The Partners For Digital Learning project manager will incorporate the change into the project plan
7. The change, as documented, is then incorporated into the project plan with corresponding invoice(s).

6.0 Assumptions

6.1 Assumptions

- Elizabethton City is responsible for providing guidance to students around graduation requirements and identifying which courses participants should take.
- Elizabethton City would be responsible for issuing final transcripts and providing graduation services.

6.2 Out of Scope

- Technical integrations not listed above are considered out of scope for this Statement of Work and would be estimated with additional costs.

6.0 Travel Expenses

- Travel is not included in this Statement of Work and would be a separately reimbursable expense.
- Travel is billed at the Conus rate for mileage and per diem.

7.0 Pricing

Pricing is based upon this Statement of Work and any adjustments in the deliverables could result in a change in pricing.

K-12 Curriculum

K-12 Over 200 courses and over 10,000 OER

Non Consortium Price \$37.00/student

Consortium Price \$30.00/student

- Initial Credit
- Credit Recovery
- Competency-based
- Project-based
- Honors
- Standard CTE
- K-5(Math, LA, Science, SS, Keyboarding, Art, Health/PE)
- Additional CTE Courses (\$15.00 / student)

Diagnostic and Benchmarks (included in above price)

- Diagnostics
- Benchmarks
- Assessment engine
- Create custom assessments
- RTI Integration

Implementation Training (Virtual Train the Trainer Model)

- Learning Management System navigation
- Content navigation
- Custom course builder

PD \$1200/day (8hrs)

Optional Professional Development

\$1200/day (8hrs)

Skyward/Clever Integration

Free

8.0 Project Timeline - High Level

The below project plan is meant to serve as a high level overview and upon engagement a more detailed project plan will be developed in partnership with Elizabethton City.

Please note: Many of these activities can occur in parallel.

Initiation and Planning

3 days

Skyward/Clever Integration

5-10 days

Professional Development

5 days

Content Assignment

5 days

Go Live

9.0 Acceptance

Elizabethton City approved by:

Name, Title

Date

Name, Title

Date

Partners For Digital Learning approved by:

Name, Title

Date

Name, Title

Date

**JACKSON, SHIELDS, YEISER, HOLT,
OWEN & BRYANT
262 GERMAN OAK DRIVE
CORDOVA, TENNESSEE 38018
(901) 754-8001**

**STATEMENT
For Period Ending 05/31/2020**

Elizabethton School District
Corey Gardenhour
Superintendent of Schools
804 South Watauga Ave
Elizabethton TN 37643

ACCOUNT NO.
STATEMENT NO:

Page: 1
06/11/2020
1949-000M
139

General Labor Relations

| | | HOURS |
|------------|--|-------|
| 05/01/2020 | | |
| DDO | Phone conference with Board chair and district administrators concerning issues related to superintendent search | 0.70 |
| 05/03/2020 | | |
| DDO | Phone and other communications with Board chair regarding timeline and procedures for superintendent search | 1.90 |
| 05/04/2020 | | |
| DDO | Phone and other communications with Board chair regarding posting of superintendent's position and other search issues | 0.60 |
| 05/12/2020 | | |
| DDO | Review e-mail message and proposed Skyward agreement; Phone conference with Dr. Gardenhour | 0.50 |
| 05/13/2020 | | |
| DDO | Phone conference with Dr. Gardenhour, R. VanHuss and J. Trent regarding denial of insurance coverage and issues related to tenure; Review legal authority and send relevant information to Dr. Gardenhour; Review Certificates of Insurance and send information to R. VanHuss | 1.20 |
| 05/15/2020 | | |
| DDO | Phone conference with T. Thompson regarding proposed Skyward agreement; Review proposed agreement for Cadet Corps program | 0.30 |
| 05/18/2020 | | |
| DDO | Phone conference with Dr. Gardenhour and T. Thompson about proposed NNDCC contract | 0.20 |
| 05/21/2020 | | |
| DDO | Phone conference with Dr. Gardenhour and R. VanHuss regarding employee pay and summer program offering; Locate CARES Act information and follow-up by phone and e-mail with Dr. Gardenhour | 1.40 |
| 05/26/2020 | | |
| DDO | Phone conference with Board Chair and Dr. Gardenhour regarding | |

Elizabethton School District

ACCOUNT NO.
STATEMENT NO:

General Labor Relations

| | | HOURS | |
|------------|--|-------|-------------------|
| | candidate interview process | 0.20 | |
| 05/27/2020 | | | |
| DDO | Review proposed waiver documents; Phone conferences with Dr. Gardenhour concerning employment letters and proposed waivers for student participation in school activities; Phone conference with Board Chair regarding superintendent search | 0.90 | |
| 05/29/2020 | | | |
| DDO | Review proposed contract with construction manager; Interoffice discussion of terms | 1.10 | |
| | FOR PROFESSIONAL SERVICES RENDERED | 9.00 | 1,755.00 |
| | PREVIOUS BALANCE | | \$2,671.50 |
| | TOTAL CURRENT WORK | | 1,755.00 |
| 05/27/2020 | Payment received. - Ck#10057928 | | -1,833.00 |
| 06/09/2020 | Payment received. - Ck#10057991 | | -838.50 |
| | TOTAL PAYMENTS | | -2,671.50 |
| | AMOUNT DUE | | <u>\$1,755.00</u> |

CONFIDENTIAL/PRIVILEGED ATTORNEY/CLIENT COMMUNICATION

* Payment due on receipt. Note: Some expenses that appear on current statement could be from previous month work due to our receipt of these charges late.



CITY OF ELIZABETHTON

136 S. SYCAMORE ST.
ELIZABETHTON, TN 37643-3328
(423) 542-1504 - FAX (423) 542-1510

Preston T. Cobb
Finance Director/City Clerk
pcobb@cityofelizabethton.org

July 7, 2020

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

Dear Mr. Vanhuss:

The Elizabethton City Council has completed the review process for the Fiscal Year 2020/2021 Budget and approved Appropriations Ordinance No. 56-19 at the June 29, 2020 Special Called session meeting.

The City of Elizabethton included \$2,400,000 as the annual appropriation to the Elizabethton City Schools. After completion of your annual audit, please forward a copy to the Finance Director's office at the address listed above.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in blue ink, appearing to read "Preston T. Cobb", is written over a horizontal line.

Preston Cobb
Finance Director / City Clerk

CC: File