

ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION

REGULAR SCHEDULED MEETING

Monday, October 12, 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 Monday, October 12, 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. SPECIAL RECOGNITION

A. Special Recognition of Mr. Mike Koruschak for his work as Chaplain for the Elizabethton Cyclones Football Team.

B. The Elizabethton Board of Education would like to recognize Physical Therapy Services for the installation of sensory pathways in our schools, and also honor Dr. Danny Smith for over 40 years of service to our School System.

6. TIME FOR CITIZENS TO SPEAK

A. Vanessa Mink has asked to address the Board regarding virtual learning.

Vanessa Mink

2019 Katelyn Drive

Elizabethton, Tennessee 37643

423-895-1664

7. CONSENT AGENDA

A. Minutes of Regular Meeting: September 15, 2020.

B. Approve General Purpose Fund Financial Statement, September 30, 2020.

C. Approve Federal Projects Fund Financial Statement, September 30, 2020.

D. Approve School Nutrition Fund Financial Statement, August 31, 2020, and September 30, 2020.

E. Approve Sarah Morris, Teacher at T. A. Dugger Jr. High, to conduct a study through ETSU with Professor Alison Barton, Educational Foundations Department at ETSU, with 8th Grade Math students in Hannah Calhoun's class and Sarah Morris' class.

F. Approve the 2020 Local Education Agency Compliance Report, certifying that ECS is in compliance with all Federal and State education laws and SBE rules.

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.

- G. Equipment Disposal Request from Jon Minton, Principal at EHS for the disposal of a wall mount roll-up map that is no longer usable.
- H. Equipment Disposal from John Hutchins, Asst. Director of Schools for the disposal of a 2013 iMac Computer that is no longer usable.
- I. Approve Ms. Robin Street, Principal at West View Elementary School to conduct research within Elizabethton City Schools, in pursuit of her doctoral degree at ETSU. The study will pertain to positive behavior supports in the classroom setting and how effective implementation is either a cause or preventative of teacher stress.
- J. Approve the denial of student enrollment at Elizabethton High School.
- K. 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.
- L. Approve the Director of Schools to travel to Nashville, Tennessee, on November 11 and 12, 2020, for a TSSAA Athletic Eligibility Appeal.

8. REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS

New Position: Brandi McCloud, Asst. Cross Country Coach at EHS, effective September 18, 2020.

New Hire: James Milleson, Custodian (FT) at ESE, effective September 28, 2020; Kaitlyn D. Hoss, Asst. to the Teacher at HME, effective September 23, 2020; Amanda "Mandy" Lewis, Substitute School Nurse (PRN LPN) Systemwide, effective September 29, 2020; Brandy "Asher" Cain, Asst. to the Teacher at EHS, effective October 5, 2020; Nickie L. Grayless, Substitute School Nurse (PRN LPN) Systemwide, effective October 1, 2020; Brian Adams, Asst. Boys' Basketball Coach at TAD, effective October 2, 2020.

Resignation: John Johnson, Custodian at EHS, effective September 8, 2020; Brandi Porch, Asst. to the Teacher at ESE, effective September 17, 2020; Erin Wiles, P/T Asst. to the Teacher at WSE, effective August 3, 2020; Kanungnit "Nity" Rose, Cook at WSE, effective September 23, 2020; Emily Dugger Rock, Asst. to the Teacher at ESE, effective October 2, 2020.

Transfer: Kaylee Ingram, PT ESP Student Leader (Systemwide), to Asst. Site Coordinator ESP (Systemwide), effective September 8, 2020.

Leave of Absence: Janeen N. Vines, Cook at EHS from September 14, 2020 through October 23, 2020; Felecia Baird, Admn. Specialist at CO from November 4, 2020 through November 30, 2020; Pendola Nave, Interim Principal at HME, from October 2, 2020 through October 9, 2020.

9. OTHER

- A. Director's Update
- B. Board Reports
- C. Student Liaison's Report

10. REGULAR AGENDA

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.

- A. Approve a sixty (60) month contract with Pitney Bowes, in the amount of \$58.66 per month, for the purchase of a postage meter at Elizabethton High School. The purchase will be made utilizing the cooperative purchasing through Sourcewell.
- B. Ratify the Agreement with Central Technologies for additional security access control equipment in the amount of \$17,682.37 to be installed in relation to the new entrances at EHS, ESE, and HME using the Sevier County Contract No. 010419SCS. This amount will be an addition to Purchase Order No. 1001900169.
- C. Approve on first reading Revised Board Policy 6.309 Zero Tolerance Offenses with mark-ups.
- D. Approve the purchase of Bipolar Ionization equipment to be installed by Trane, in common areas throughout the District, for an amount not to exceed \$82,978.00.
- E. Approve a Resolution of the Elizabethton City Board of Education in support of Basic Education Program Hold Harmless Legislation for the 2021-2022 School Year.
- F. Approve a Resolution of the Elizabethton Board of Education, in support of a moratorium on State Standardized Testing for the 2020-2021 School Year.
- G. Approve employees Forrest Holt, Myra Newman, and Jackie Guinn to be allowed to pick up night deposits made at Citizens Bank.
- H. Approve the opening of a retainage/escrow account at Citizens Bank with GRC Construction Company for the T. A. Dugger re-roofing project.
- I. Approve a Memorandum of Understanding between Telamon Corporation Head Start Programs (Carter County Center) and Elizabethton City Schools for the 2020-2021 School Year.
- J. Approve and ratify the creation of an additional part-time Special Education Assistant to meet the needs of a Special Education student at West Side Elementary School.
- K. Approve a Letter of Commitment for TRANE to proceed with the performance of a Detailed Technical Energy Analysis for the purpose of developing a comprehensive energy and operation savings project for Elizabethton City Schools.

11. FOR YOUR INFORMATION

- A. West Side Elementary School-5th Grade Student Letters about School Uniforms.

12. ADJOURN

- A. The Next Regularly Scheduled Board Meeting will be held on Tuesday, November 17, 2020, at 6:30 p.m. in the Mack Pierce Board of Education Room, located at 804 S. Watauga Avenue, Elizabethton, Tennessee.

ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION
REGULAR SCHEDULED MEETING
Tuesday, September 15, 2020 6:30 PM
Mack Pierce Board Room

The Elizabethton Board of Education met in a regular meeting on Tuesday, September 15, 2020, at 6:30 PM, at Mack Pierce Board Room.

Attendance Taken at 6:30 PM.

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 Eddie Pless, second by Danny O'Quinn 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. Rhonda Pauslon
1733 Field Road
Elizabethton, Tennessee 37643

Ms. Paulson is the founder of the Isaiah 117 House and addressed the Board encouraging them to let students return to school. Her concern was for the children who visit the Isaiah 117 House and what a huge role the school systems play in the lives of those children.

CONSENT AGENDA

Minutes of Regular Meeting: August 24, 2020.

Approve General Purpose Fund Financial Statement, August 31, 2020.

Approve Federal Projects Fund Financial Statement, August 31, 2020.

Approve School Nutrition Fund Financial Statement, Date.

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.

Approve Anna Hurley, Teacher at EHS, to conduct a research project while obtaining her Educational Specialist Degree through Mississippi College, utilizing student assessment data related to her final research project.

Approve Camille Beilling, Teacher at Crosstown High School, Memphis, Tennessee, to conduct a dissertation study at Elizabethton High School on "A Qualitative Study of Teacher Retention in Project-Based Learning Schools", granting her permission to contact Teachers and Administrators.

Approve Dustin Hensley, Library Media Specialist at EHS to conduct his final action research project at EHS, while obtaining his Educational Specialist Degree in School Leadership through Mississippi College.

Approve R. Andrew True to conduct a qualitative research study through East Tennessee State University, utilizing an interview process with District Administrators of Elizabethton City Schools.

Approve the updated State of Tennessee Department of Labor and Workforce Development Occupational Safety & Health Program Plan for Elizabethton City Schools.

Approve the Educator Preparation Provider/Local Education Agency Primary Partnership Agreement between Milligan University Education Preparation Provider and Elizabethton City Schools for the 2020-2021 school year.

Equipment Disposal Request from Darrin Brewer, Technology Specialist, for the disposal of HP Servers that are to be recycled.

Equipment Disposal Request from Jon Minton, Principal at EHS for the disposal of a Zenith TV that no longer works.

Equipment Disposal Request from Travis Hurley, Principal at ESE, for the disposal of a writing center, glider, and wooden table to be thrown away.

Equipment Disposal Request from Travis Hurley, Principal at East Side Elementary School for the disposal of an automatic stapler that no longer works.

Equipment Disposal Request from Travis Hurley, Principal at East Side Elementary School for the disposal of an Epson Projector that is broken, to be thrown away.

Equipment Disposal Request Form from John Wright, Principal at West Side Elementary School for the disposal of eight (8) microscopes that are no longer usable.

REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS

OTHER

Director's Update

Thank you to all faculty and staff working under extremely difficult circumstances. Encourage the teachers and staff by sending a card, email, etc.

Pre-K-5 students will begin four days per week beginning Sept. 21st. Grades 6-12 will remain on the hybrid schedule for now.

Carter County has had the lowest new COVID cases as of today. We will be below 20.

There are new state and local dashboards. Local is updated each weekday by noon. The state is updated weekly.

HotSpots for internet use are being distributed now. Thanks to Mr. Trent and the Technology Department.

We're finalizing our outdoor wifi at schools. Should be finished in the next couple of weeks.

Mr. VanHuss asked the Board to consider moving the October Board Meeting from the 20th to the 12th. It was agreed upon by the Board that the October Board Meeting would be moved to October 12, 2020 at 6:30 p.m.

Board Reports

Tabitha Wandell addressed the Board and stated that she was donating \$20,000.00 to EHS for a scholarship fund in memory of her husband, Josh Wandell, to be distributed in \$1,000.00 increments over the next 20 years.

Ms. Booher: Thanks to Community and School System, especially Mr. Minton Minton and Coach Holt for allowing us to attend football games. It's been a great opportunity.

Student Liaison's Report

Recently working with Student Voice. Lots of opportunities organize events at the local level. One of those events is a Town Hall event to work with candidates running for school board. It would allow students to ask questions based on policy as well as providing clarity as to what School Boards do. This would be entirely through Zoom and would take place around the first week in October so we can get those opinions out before voting begins. We don't have a date finalized yet but will begin promotion as soon as a date is chosen.

REGULAR AGENDA

Approve and ratify the creation of an Instructional Technology Coordinator Position for the 2020-2021 School Year to be paid by utilizing CARES Act funds.

Motion was made by Danny O'Quinn, second by Phil Isaacs to approve and ratify the creation of an Instructional Technology Coordinator Position for the 2020-2021 School Year to be paid by utilizing CARES Act funds. 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 much needed as far as the Staff Survey. Over 60% of staff asked for this position. This person will be focusing on the Junior High and Elementary Schools. This person is Carrie Taylor and she's hit the ground running. It will really help teachers with technology.

Approve a Resolution to make changes to signature cards held by Citizens Bank. Motion was made by Eddie Pless, second by Danny O'Quinn to approve a Resolution to make changes to signature cards held by Citizens Bank. Motion carried.

Rita Booher: aye

Phil Isaacs: aye

Dr. Grover May: aye

Danny O'Quinn: aye

Eddie Pless: aye

aye: 5, nay: 0 Just another bookkeeping situation to correct signatures.

Approve the Guaranteed Maximum Price Amendment between Elizabethton City Schools and GoinsRashCain, Inc. (GRC) for re-roofing of the existing buildings at T. A. Dugger Jr. High School, in an amount not to exceed \$693,398.00.

Motion was made by Phil Isaacs, second by Eddie Pless to approve the Guaranteed Maximum Price Amendment between Elizabethton City Schools and GoinsRashCain, Inc. (GRC) for re-roofing of the existing buildings at T. A. Dugger Jr. High School, in an amount not to exceed \$693,398.00. 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 third and final phase of our Capital Projects. Re-roofing all buildings except for the small ticket booth. It's been challenging to get bids. We're excited to get this project finished.

FOR YOUR INFORMATION

Jackson, Shields, Yeiser, Holt, Owen & Bryant Statement.

NEXT REGULARLY SCHEDULED BOARD MEETING

The Next Regularly Scheduled Board Meeting will be held on Tuesday, October 20, 2020, at 6:30 p.m. in the Mack Pierce Board of Education Room, located at 804 S. Watauga Avenue, Elizabethton, Tennessee.

ADJOURN

Motion was made by Phil Isaacs, second by Danny O'Quinn 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: 0 Mr. Isaacs made a Motion to Adjourn, Mr. O'Quinn seconded the Motion.

Chairman of the Board
Schools

Director of

Acct	2020-21		2020-21		Unencumbered		September
	Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance - YTD Act	2020-21	Monthly Activity
141 E 71100 --- --- -----	REGULAR INSTRUCTION PROGRAM	11,102,130.00	11,102,130.00	1,446,042.06	13.02	9,655,884.94	919,117.59
141 E 71200 --- --- -----	SPECIAL EDUCATION PROGRAM	1,982,648.00	1,982,648.00	175,553.07	8.85	1,801,189.16	163,326.23
141 E 71300 --- --- -----	VOCATIONAL EDUCATION PROGRAM	992,510.00	992,510.00	98,235.67	9.90	889,417.79	86,509.25
141 E 71400 --- --- -----	STUDENT BODY EDUCATION PROGRAM	308,745.00	308,745.00	79,339.65	25.70	229,405.35	24,953.67
141 E 72110 --- --- -----	ATTENDANCE	81,225.00	81,225.00	29,123.54	35.86	52,101.46	12,442.23
141 E 72120 --- --- -----	HEALTH SERVICES	368,005.00	368,005.00	38,562.65	10.48	328,742.55	29,337.84
141 E 72130 --- --- -----	OTHER STUDENT SUPPORT	802,633.00	802,633.00	96,858.77	12.07	631,074.23	59,820.41
141 E 72210 --- --- -----	REGULAR INSTRUCTION PROGRAM	979,244.00	979,244.00	190,977.57	19.50	788,266.43	70,610.74
141 E 72220 --- --- -----	SPECIAL EDUCATION PROGRAM	344,955.00	344,955.00	49,224.92	14.27	295,367.08	26,770.88
141 E 72230 --- --- -----	VOCATIONAL EDUCATION PROGRAM	147,768.00	147,768.00	40,346.07	27.30	107,421.93	11,658.15
141 E 72250 --- --- -----	TECHNOLOGY	462,713.00	462,713.00	68,589.40	14.82	387,037.28	22,585.68
141 E 72310 --- --- -----	BOARD OF EDUCATION	475,300.00	475,300.00	255,071.82	53.67	218,570.28	16,284.04
141 E 72320 --- --- -----	OFFICE OF THE SUPERINTENDENT	343,598.00	343,598.00	70,912.26	20.64	246,792.45	27,293.25
141 E 72410 --- --- -----	OFFICE OF THE PRINCIPAL	1,545,129.00	1,545,129.00	292,025.39	18.90	1,253,103.61	117,847.49
141 E 72510 --- --- -----	FISCAL SERVICES	282,861.00	282,861.00	91,839.86	32.47	186,919.68	20,675.67
141 E 72610 --- --- -----	OPERATION OF PLANT	1,512,240.00	1,512,240.00	399,067.48	26.39	1,105,025.52	104,983.23
141 E 72620 --- --- -----	MAINTENANCE OF PLANT	817,590.00	817,590.00	253,913.32	31.06	203,404.94	126,531.70
141 E 72710 --- --- -----	TRANSPORTATION	441,895.00	441,895.00	89,476.14	20.25	316,387.92	34,532.37
141 E 73300 --- --- -----	COMMUNITY SERVICES	216,552.00	216,552.00	14,853.52	6.86	187,432.97	11,411.00
141 E 73400 --- --- -----	EARLY CHILDHOOD EDUCATION	404,779.00	404,779.00	50,804.32	12.55	353,227.45	32,254.12
141 E 76100 --- --- -----	REGULAR CAPITAL OUTLAY	92,000.00	92,000.00	103,449.04	112.44	-135,461.01	47,507.13
141 E 99100 --- --- -----	OPERATING TRANSFERS	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
Grand Expense Totals		23,709,520.00	23,709,520.00	3,934,266.52	16.59	19,106,312.01	1,966,452.67

Number of Accounts: 489

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

		2020-21	2020-21	2020-21	2020-21	Unencumbered	September	
<u>Acct</u>		<u>Original Budget</u>	<u>Revised Budget</u>	<u>FYTD Activity</u>	<u>FYTD %</u>	<u>Balance - YTD Act</u>	<u>2020-21</u>	
							<u>Monthly Activity</u>	
141 R 40110	000	CURRENT PROPERTY TAX	3,100,000.00	3,100,000.00	0.00	0.00	3,100,000.00	0.00
141 R 40120	000	TRUSTEE'S COLLECTIONS - PRIOR	83,000.00	83,000.00	21,224.93	25.57	61,775.07	7,590.89
141 R 40130	000	CIR CLK/CLK & MASTER COLLECTIO	18,500.00	18,500.00	1,560.39	8.43	16,939.61	1,560.39
141 R 40140	000	INTEREST AND PENALTY	24,000.00	24,000.00	2,050.88	8.55	21,949.12	1,051.32
141 R 40162	000	PAYMENTS IN LIEU OF TAXES-LOCA	62,500.00	62,500.00	0.00	0.00	62,500.00	0.00
141 R 40163	000	PAYMENTS IN LIEU OF TAXES - OT	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00
141 R 40210	000	LOCAL OPTION SALES TAX	2,300,000.00	2,300,000.00	496,011.50	21.57	1,803,988.50	251,796.30
141 R 40275	000	MIXED DRINK TAX	18,000.00	18,000.00	1,393.29	7.74	16,606.71	48.31
141 R 40320	000	BANK EXCISE TAX	30,550.00	30,550.00	0.00	0.00	30,550.00	0.00
141 R 41110	000	MARRIAGE LICENSES	600.00	600.00	92.60	15.43	507.40	54.28
141 R 43511	000	TUITION - REGULAR DAY STUDENTS	310,000.00	310,000.00	101.65	0.03	309,898.35	0.00
141 R 43513	000	TUITION - SUMMER SCHOOL	750.00	750.00	0.00	0.00	750.00	0.00
141 R 43517	000	TUITION - OTHER	222,552.00	222,552.00	9,095.00	4.09	213,457.00	8,833.00
141 R 44110	000	INVESTMENT INCOME	20,000.00	20,000.00	698.67	3.49	19,301.33	340.78
141 R 44120	000	LEASE/RENTALS	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
141 R 44170	000	MISCELLANEOUS REFUNDS	0.00	0.00	10,752.24	0.00	-10,752.24	1,157.35
141 R 44990	000	OTHER LOCAL REVENUES	200.00	200.00	31.06	15.53	168.94	31.06
141 R 46511	000	BASIC EDUCATION PROGRAM	14,346,000.00	14,346,000.00	2,862,800.00	19.96	11,483,200.00	1,431,400.00
141 R 46515	000	EARLY CHILDHOOD EDUCATION	404,779.00	404,779.00	0.00	0.00	404,779.00	0.00
141 R 46550	000	DRIVER EDUCATION	6,500.00	6,500.00	0.00	0.00	6,500.00	0.00
141 R 46590	000	OTHER STATE EDUCATION FUNDS	92,000.00	92,000.00	3,837.74	4.17	88,162.26	3,837.74
141 R 46610	000	CAREER LADDER PROGRAM	41,359.00	41,359.00	0.00	0.00	41,359.00	0.00
141 R 46980	000	OTHER STATE GRANTS	55,540.00	55,540.00	0.00	0.00	55,540.00	0.00
141 R 46990	000	OTHER STATE REVENUES	113,000.00	113,000.00	0.00	0.00	113,000.00	0.00
141 R 48610	000	DONATIONS	25,200.00	25,200.00	7,560.29	30.00	17,639.71	11.76
141 R 49800	000	OPERATING TRANSFERS	29,490.00	29,490.00	0.00	0.00	29,490.00	0.00
141 R 49810	000	CITY GENERAL FUND TRANSFER	2,400,000.00	2,400,000.00	600,000.00	25.00	1,800,000.00	200,000.00
Grand Revenue Totals			23,709,520.00	23,709,520.00	4,017,210.24	16.94	19,692,309.76	1,907,713.18

Number of Accounts: 33

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

		2020-21	2020-21	2020-21	2020-21	Unencumbered	September 2020-21
	Acct	Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance - YTD Act	Monthly Activity
142 E 71100	REGULAR INSTRUCTION PROGRAM	700,595.00	700,595.00	255,563.58	36.48	271,665.01	72,736.98
142 E 71200	SPECIAL EDUCATION PROGRAM	571,672.00	571,672.00	51,257.00	8.97	518,527.39	47,434.61
142 E 71300	VOCATIONAL EDUCATION PROGRAM	25,268.00	25,268.00	2,600.00	10.29	13,749.00	2,600.00
142 E 72130	OTHER STUDENT SUPPORT	99,402.00	99,402.00	12,545.16	12.62	69,457.42	4,496.05
142 E 72210	REGULAR INSTRUCTION PROGRAM	209,768.00	209,768.00	37,119.91	17.70	172,348.09	14,257.03
142 E 72220	SPECIAL EDUCATION PROGRAM	54,215.00	54,215.00	5,364.85	9.90	48,850.15	5,364.85
142 E 72230	VOCATIONAL EDUCATION PROGRAM	2,119.00	2,119.00	100.00	4.72	2,019.00	0.00
142 E 72250	TECHNOLOGY	0.00	0.00	7,812.50	0.00	-9,787.50	7,812.50
142 E 72410	OFFICE OF THE PRINCIPAL	0.00	0.00	4,624.24	0.00	-4,624.24	1,544.11
142 E 73300	COMMUNITY SERVICES	141,084.00	141,084.00	20,867.33	14.79	120,216.67	12,553.22
142 E 76100	REGULAR CAPITAL OUTLAY	0.00	0.00	25,394.24	0.00	-25,394.24	25,394.24
142 E 99100	OPERATING TRANSFERS	25,490.00	25,490.00	0.00	0.00	25,490.00	0.00
Grand Expense Totals		1,829,613.00	1,829,613.00	423,248.81	23.13	1,202,516.75	194,193.59

Number of Accounts: 109

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

		2020-21	2020-21	2020-21	2020-21	Unencumbered	September 2020-21	
<u>Acct</u>		<u>Original Budget</u>	<u>Revised Budget</u>	<u>FYTD Activity</u>	<u>FYTD %</u>	<u>Balance - YTD Act</u>	<u>Monthly Activity</u>	
142 R 47141	OCA	TITLE 1 GRANTS TO LOCAL EDUC A	107,695.00	107,695.00	16,865.51	15.66	90,829.49	0.00
142 R 47189	OCA	EISENHOWER PROF DEVELOPMENT ST	13,000.00	13,000.00	2,035.89	15.66	10,964.11	0.00
142 R 47131	OCP	VOCATIONAL EDUC - BASIC GRANTS	42,387.00	42,387.00	0.00	0.00	42,387.00	0.00
142 R 47143	OID	SPECIAL EDUCATION - GRANTS TO	556,598.00	556,598.00	0.00	0.00	556,598.00	0.00
142 R 47145	OPS	SPECIAL EDUCATION PRESCHOOL GR	15,074.00	15,074.00	0.00	0.00	15,074.00	0.00
142 R 47141	OT1	TITLE 1 GRANTS TO LOCAL EDUC A	677,518.00	677,518.00	0.00	0.00	677,518.00	0.00
142 R 47590	OT1	OTHER FEDERAL THROUGH STATE	58,404.00	58,404.00	0.00	0.00	58,404.00	0.00
142 R 47189	OT2	EISENHOWER PROF DEVELOPMENT ST	81,123.00	81,123.00	3,537.60	4.36	77,585.40	0.00
142 R 47590	OVR	OTHER FEDERAL THROUGH STATE	42,335.00	42,335.00	7,062.43	16.68	35,272.57	4,285.88
142 R 47147	21C	SAFE AND DRUG-FREE SCHOOLS-ST	145,334.00	145,334.00	0.00	0.00	145,334.00	0.00
142 R 47143	890	SPECIAL EDUCATION - GRANTS TO	54,215.00	54,215.00	0.00	0.00	54,215.00	0.00
142 R 47143	895	SPECIAL EDUCATION - GRANTS TO	0.00	0.00	-4,263.64	0.00	4,263.64	0.00
142 R 47301	CRS	ESSER-CARES ACT	0.00	0.00	181,583.22	0.00	-181,583.22	0.00
142 R 47143	IDS	SPECIAL EDUCATION - GRANTS TO	0.00	0.00	4,263.64	0.00	-4,263.64	0.00
142 R 47141	T1N	TITLE 1 GRANTS TO LOCAL EDUC A	35,930.00	35,930.00	0.00	0.00	35,930.00	0.00
Grand Revenue Totals			1,829,613.00	1,829,613.00	211,084.65	11.54	1,618,528.35	4,285.88

Number of Accounts: 15

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

		2020-21	2020-21	2020-21	2020-21	Unencumbered	August 2020-21
	<u>Acct</u>	<u>Original Budget</u>	<u>Revised Budget</u>	<u>FYTD Activity</u>	<u>FYTD %</u>	<u>Balance - YTD Act</u>	<u>Monthly Activity</u>
143 E 73100 --- --- ----- ---	FOOD SERVICE	1,176,125.00	1,176,125.00	87,644.00	7.45	1,088,481.00	69,891.75
<hr/> Grand Expense Totals		1,176,125.00	1,176,125.00	87,644.00	7.45	1,088,481.00	69,891.75

Number of Accounts: 85

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

		2020-21	2020-21	2020-21	2020-21	Unencumbered	September 2020-21
	<u>Acct</u>	<u>Original Budget</u>	<u>Revised Budget</u>	<u>FYTD Activity</u>	<u>FYTD %</u>	<u>Balance - YTD Act</u>	<u>Monthly Activity</u>
143 E 73100 --- --- ----- ---	FOOD SERVICE	1,176,125.00	1,176,125.00	169,775.09	14.44	1,006,349.91	82,131.09
<hr/> Grand Expense Totals		1,176,125.00	1,176,125.00	169,775.09	14.44	1,006,349.91	82,131.09

Number of Accounts: 85

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

		2020-21	2020-21	2020-21	2020-21	Unencumbered	August 2020-21	
<u>Acct</u>		<u>Original Budget</u>	<u>Revised Budget</u>	<u>FYTD Activity</u>	<u>FYTD %</u>	<u>Balance - YTD Act</u>	<u>Monthly Activity</u>	
143 R 43521	000	LUNCH PAYMENTS - CHILDREN	170,000.00	170,000.00	10,923.26	6.43	159,076.74	10,783.26
143 R 43522	000	LUNCH PAYMENTS - ADULTS	22,150.00	22,150.00	290.50	1.31	21,859.50	290.50
143 R 43523	000	INCOME FROM BREAKFAST	725.00	725.00	0.00	0.00	725.00	0.00
143 R 43525	000	A LA CARTE SALES	34,250.00	34,250.00	4,252.43	12.42	29,997.57	4,252.43
143 R 43990	000	OTHER CHARGES FOR SERVICES	13,000.00	13,000.00	0.00	0.00	13,000.00	0.00
143 R 44110	000	INVESTMENT INCOME	3,750.00	3,750.00	70.23	1.87	3,679.77	70.23
143 R 46520	000	SCHOOL FOOD SERVICE	10,750.00	10,750.00	0.00	0.00	10,750.00	0.00
143 R 47111	000	USDA SCHOOL LUNCH PROGRAM	556,500.00	556,500.00	17,805.60	3.20	538,694.40	17,805.60
143 R 47112	000	USDA COMMODITIES	93,500.00	93,500.00	3,187.64	3.41	90,312.36	3,187.64
143 R 47113	000	USDA BREAKFAST	253,500.00	253,500.00	7,085.10	2.79	246,414.90	7,085.10
143 R 47114	000	USDA - ESP SNACK PROGRAM	18,000.00	18,000.00	0.00	0.00	18,000.00	0.00
Grand Revenue Totals			1,176,125.00	1,176,125.00	43,614.76	3.71	1,132,510.24	43,474.76

Number of Accounts: 42

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

		2020-21	2020-21	2020-21	2020-21	Unencumbered	September 2020-21	
<u>Acct</u>		<u>Original Budget</u>	<u>Revised Budget</u>	<u>FYTD Activity</u>	<u>FYTD %</u>	<u>Balance - YTD Act</u>	<u>Monthly Activity</u>	
143 R 43521	000	LUNCH PAYMENTS - CHILDREN	170,000.00	170,000.00	10,756.61	6.33	159,243.39	-166.65
143 R 43522	000	LUNCH PAYMENTS - ADULTS	22,150.00	22,150.00	1,230.75	5.56	20,919.25	940.25
143 R 43523	000	INCOME FROM BREAKFAST	725.00	725.00	0.00	0.00	725.00	0.00
143 R 43525	000	A LA CARTE SALES	34,250.00	34,250.00	5,728.75	16.73	28,521.25	1,476.32
143 R 43990	000	OTHER CHARGES FOR SERVICES	13,000.00	13,000.00	0.00	0.00	13,000.00	0.00
143 R 44110	000	INVESTMENT INCOME	3,750.00	3,750.00	112.17	2.99	3,637.83	41.94
143 R 46520	000	SCHOOL FOOD SERVICE	10,750.00	10,750.00	0.00	0.00	10,750.00	0.00
143 R 47111	000	USDA SCHOOL LUNCH PROGRAM	556,500.00	556,500.00	43,097.48	7.74	513,402.52	25,291.88
143 R 47112	000	USDA COMMODITIES	93,500.00	93,500.00	8,444.61	9.03	85,055.39	5,256.97
143 R 47113	000	USDA BREAKFAST	253,500.00	253,500.00	50,794.60	20.04	202,705.40	43,709.50
143 R 47114	000	USDA - ESP SNACK PROGRAM	18,000.00	18,000.00	0.00	0.00	18,000.00	0.00
Grand Revenue Totals			1,176,125.00	1,176,125.00	120,164.97	10.22	1,055,960.03	76,550.21

Number of Accounts: 42

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

2020 Local Education Agency Compliance Report

Local education agencies (LEAs) are required to comply with all federal and state education laws and State Board of Education (SBE) rules. This annual compliance report is one mechanism the department uses to ensure education laws and rules are faithfully executed. The commissioner of education is charged with taking corrective action when an LEA is noncompliant with those laws and rules or is not following a department-approved compliance plan.

LEAs must complete this report and, if applicable, the corrective action form, and submit it to the department by **November 30, 2020**. During completion, each LEA should carefully check the status of its compliance with all federal and state education laws and SBE rules. The department verifies and monitors LEA compliance via multiple data sources (e.g., Education Information System, internal program managers), and will consider those sources when making final decisions regarding an LEA's compliance status. Beginning school year 2020-21, the department is formally reinstating LEA approval classifications as outlined in SBE Rule 0520-01-02-.01. Annual compliance report data may inform an LEA's approval classification.

- I certify that the LEA is in compliance with all federal and state education laws and SBE rules.
- I certify that, with the exception of areas indicated in the attached corrective action plan, the LEA is in compliance with all federal and state education laws and SBE rules.

LEA Name: Elizabethton City Schools

Director of Schools/Superintendent Name: Richard VanHuss

Director of Schools/Superintendent Signature:

School Board Chair Name: Rita Booher

School Board Chair Signature:

Date of School Board Approval: 10/12/20

UPLOAD COMPLETED REPORT TO ePlan BY NOVEMBER 30, 2020
(including the corresponding corrective action plan if applicable)
Upload instructions are accessible here.

Sastre

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

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

ITEM: maps wall mount (roll-ups)

INVENTORY TAG NUMBER: _____

METHOD OF SALE/DISPOSAL: _____

SCHOOL/BUILDING WHERE ITEM IS HOUSED: Elizabethton High Sastre rm. 208

SALE/DISPOSAL AUTHORIZED BY: [Signature] DATE: 9/29/20
Principal

AUTHORIZED BY: [Signature] DATE: 10/1/20
Director of Schools

AUTHORIZED BY: _____ DATE: _____
Board Chairman

ELIZABETHTON CITY SCHOOLS

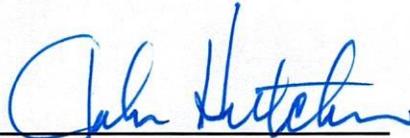
REQUEST FOR PROPERTY/EQUIPMENT SALE/DISPO (School Board Policy 2.403)

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

ITEM: 2013 iMac Computer

**INVENTORY TAG
NUMBER:** 4840

**METHOD OF
SALE/DISPOSAL:** Disposal - Trash

**SALE/DISPOSAL
REQUESTED BY:** John Hutchins  **DATE:** 10/5/20

AUTHORIZED BY:  **DATE:** 10/5/20
Director of Schools

AUTHORIZED BY: _____ **DATE:** _____
Board Chairman

Felecia Baird

From: Robin STREET <streetr@wcde.org>
Sent: Monday, October 05, 2020 11:50 AM
To: Felecia Baird
Subject: Re: Approval for Dissertation study surveys

Sure, Here are the two surveys that I will be using. My study will be pertaining to positive behavior supports in the classroom setting and how effective implementation either is a cause or preventative of teacher stress. The idea is that many teachers leave the profession in the first five years of their careers which can cause districts money training new teachers. This study will look at the teacher's implementation of preventive positive behavior supports and relate that to their stress levels.

https://docs.google.com/forms/d/e/1FAIpQLSd3DQ7ZOITnFOCaA5Ycc4dVPzcryY29miZoh7YiBp3TtfGoCA/viewform?usp=sf_link

https://docs.google.com/forms/d/e/1FAIpQLScUb1GucpT1jIOachTmapr_nDqJ6y7eF7Zcq1wkQvsQskjRmQ/viewform?usp=sf_link

Mrs. Robin Street, Ed.S.
Principal
West View Elementary School

2847 Old State Route 34
Limestone, TN 37681
423-753-1175

On Mon, Oct 5, 2020 at 9:17 AM Felecia Baird <felecia.baird@ecschoools.net> wrote:

Good Morning Robin,

If you could send any supporting documentation that details your research/study for the Board to review, I will add you to the Agenda for our next regularly scheduled Board Meeting which will be on Monday, October 12, 2020.

Thanks,

Felecia Baird

Elizabethton City Schools

Administrative Specialist

Director of Schools/Board Secretary

804 S. Watauga Avenue

Elizabethton, TN 37643

(423) 547-8000 Ext. 8225

Fax: (423) 547-8929

Felecia.baird@ecschoools.net

From: Robin STREET <streetr@wcde.org>
Sent: Monday, October 05, 2020 8:23 AM
To: Felecia Baird <felecia.baird@ecschoools.net>
Subject: Re: Approval for Dissertation study surveys

Good morning,

I am a doctoral candidate with ETSU. I am requesting to be approved to send surveys to each of the schools within your district. I am attaching my request letter.

Thank you!

<https://docs.google.com/document/d/16KnMz8cybkXyXDLI11Nm4q0biXqn0vC3PHBgtAPtTHs/edit?usp=sharing>

Mrs. Robin Street, Ed.S.

Principal

West View Elementary School

2847 Old State Route 34

Limestone, TN 37681

423-753-1175

On Sun, Sep 20, 2020 at 9:54 AM Robin STREET <streetr@wcde.org> wrote:

Good morning,

I am requesting to be approved to send surveys to each of the schools within your district. I am attaching my request letter.

Thank you!

<https://docs.google.com/document/d/16KnMz8cybkXyXDLI11Nm4q0biXqn0vC3PHBgtAPtTHs/edit?usp=sharing>

Mrs. Robin Street, Ed.S.

Principal

West View Elementary School

2847 Old State Route 34

Limestone, TN 37681

423-753-1175

Teacher Stress Inventory

Emails or specific school information will not be collected. In an order to assess true stress levels, as you answer these questions, please answer to the best of your ability without the added COVID-19 stress levels.

*** Required**

Your Sex *

- Female
- Male
- Prefer not to say
- Other:

Your Age *

Your answer

Number of years taught *

Your answer



Time Management. *

	1 Highly Disagree	2	3	4	5	6	7. Highly Agree
I over-commit myself	<input type="radio"/>						
I become impatient if others do things slowly	<input type="radio"/>						
I have to try doing more than one thing at a time	<input type="radio"/>						
I have little time to relax/enjoy the time of day	<input type="radio"/>						
I think about unrelated matters during conversations	<input type="radio"/>						
I feel uncomfortable wasting time	<input type="radio"/>						
There isn't enough time to get things done	<input type="radio"/>						
I rush in my speech	<input type="radio"/>						



Work-related Stress *

	1 Highly Disagree	2	3	4	5	6	7 Highly Agree
There is little time to prepare for my lessons	<input type="radio"/>						
There is too much work to do	<input type="radio"/>						
The pace of the school day is too fast	<input type="radio"/>						
My class is too big	<input type="radio"/>						
My personal priorities are being shortchanged due to time demands	<input type="radio"/>						
There is too much administrative paperwork in my job	<input type="radio"/>						



Professional Distress *

	1 Highly Disagree	2	3	4	5	Column 6	7 Highly Agree
I lack promotion and/or advancement opportunities.	<input type="radio"/>						
I am not progressing in my job as rapidly as I would like	<input type="radio"/>						
I need more status and respect in my job	<input type="radio"/>						
I receive an inadequate salary for the work I do.	<input type="radio"/>						
I lack recognition for the extra work or good teaching I do.	<input type="radio"/>						
Row 6	<input type="radio"/>						



Discipline and Motivation. I feel frustrated... *

	1 Highly Disagree	2	3	4	5	6	7 Highly Agree
because of discipline problems in my classroom.	<input type="radio"/>						
having to monitor student behavior.	<input type="radio"/>						
because some students would work better if the tried.	<input type="radio"/>						
attempting to teach students who are poorly motivated.	<input type="radio"/>						
because of poorly defined discipline problems.	<input type="radio"/>						
when my authority is rejected by students/adminsitration	<input type="radio"/>						

Professional Investment *

	1 Highly Disagree	2	3	4	5	6	7 Highly Agree
My personal opinions are not sufficiently aired.	<input type="radio"/>						
I lack control over decisions made about classroom/school matters.	<input type="radio"/>						
I am not emotionally/intellectually stimulated on the job.	<input type="radio"/>						
I lack opportunities for professional improvement.	<input type="radio"/>						



Emotional Manifestations. I respond to stress..... *

	1 Highly Disagree	2	3	4	5	6	7 Highly Agree
by feeling insecure.	<input type="radio"/>						
by feeling vulnerable.	<input type="radio"/>						
by feeling unable to cope.	<input type="radio"/>						
by feeling depressed	<input type="radio"/>						
by feeling anxious.	<input type="radio"/>						

Fatigue Manifestations. I respond to stress..... *

	1 Highly Disagree	2	3	4	5	6	7 Highly Agree
by sleeping more than usual.	<input type="radio"/>						
by procrastinating.	<input type="radio"/>						
by becoming fatigued in a very short time.	<input type="radio"/>						
with physical exhaustion.	<input type="radio"/>						
with physical weakness.	<input type="radio"/>						



Cardiovascular Manifestations. I respond to stress.... *

	1 Highly Disagree	2	3	4	5	6	7 Highly Agree
with feelings of increased blood pressure.	<input type="radio"/>						
with feelings of heart pounding or racing.	<input type="radio"/>						
with rapid or shallow breath	<input type="radio"/>						

Gastronomical Manifestations. I respond to stress.... *

	1 Highly Disagree	2	3	4	5	6	7 Highly Agree
with stomach pain.	<input type="radio"/>						
with stomach cramps.	<input type="radio"/>						
with stomach acid.	<input type="radio"/>						



Behavioral Manifestations. I respond to stress.... *

	1 Highly Disagree	2	3	4	5	6	7 Highly Agree
by using over the counter drugs.	<input type="radio"/>						
by using prescription drugs.	<input type="radio"/>						
by using alcohol.	<input type="radio"/>						
by calling in sick.	<input type="radio"/>						

My stress levels indicated above may be elevated due to COVID-19. *

	1	2	3	4	5	6	7	
Highly Disagree	<input type="radio"/>	Highly Agree						

Submit

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Effective Behavior Supports Survey

Purpose of the Survey

The survey examines the status and needs for improvement of four behavior support systems: (a) school-wide discipline systems, (b) non-classroom management systems (e.g., cafeteria, hallway, playground), (c) classroom management systems, and (d) systems for individual students engaging in chronic problem behaviors. Each question in the survey relates to one of the four systems and should take ten minutes or less to complete.

Survey results are summarized and used for a variety of purposes including:

1. annual action planning,
2. internal decision making,
3. assessment of change over time,
4. awareness building of staff, and
5. team validation.

*** Required**

Expected student behavior & routines in classrooms are stated positively & defined clearly. *

	1	2	3	4	5	6	7	
In Place	<input type="radio"/>	Not in Place						

Problem behaviors are defined clearly. *

	1	2	3	4	5	6	7	
In Place	<input type="radio"/>	Not in Place						

Expected student behavior & routines in classrooms are taught directly. *

	1	2	3	4	5	6	7	
In Place	<input type="radio"/>	Not in Place						



Expected student behaviors are acknowledged regularly (positively reinforced) (>4 positives to 1 negative). *

	1	2	3	4	5	6	7	
In Place	<input type="radio"/>	Not in Place						

Problem behaviors receive consistent consequences. *

	1	2	3	4	5	6	7	
In Place	<input type="radio"/>	Not in Place						

Procedures for expected & problem behaviors are consistent with school-wide procedures.

	1	2	3	4	5	6	7	
In Place	<input type="radio"/>	Not in Place						

The consequences for problem behaviors are defined clearly. *

	1	2	3	4	5	6	7	
In Place	<input type="radio"/>	Not in Place						

Distinctions between office v. classroom managed problem behaviors are clear. *

	1	2	3	4	5	6	7	
In Place	<input type="radio"/>	Not in Place						

Classroom-based options exist to allow classroom instruction to continue when problem behavior occurs. *

	1	2	3	4	5			
In Place	<input type="radio"/>			Not in Place				



Instruction & curriculum materials are matched to student ability (math, reading, language). *

	1	2	3	4	5	6	7	
In Place	<input type="radio"/>	Not in Place						

Students experience high rates of academic success (> 75% correct). *

	1	2	3	4	5	6	7	
In Place	<input type="radio"/>	Not in Place						

Teachers have regular opportunities for access to assistance & recommendations (observation, instruction, & coaching). *

	1	2	3	4	5	6	7	
In Place	<input type="radio"/>	Not in Place						

Transitions between instructional & non-instructional activities are efficient & orderly. *

	1	2	3	4	5	6	7	
In Place	<input type="radio"/>	Not in Place						

Data on problem behavior patterns are collected, summarized, and used to make improvements. *

	1	2	3	4	5	6	7	
In Place	<input type="radio"/>	Not in Place						

Teachers have access to training and support from district personnel regarding strategies to prevent and improve problem behaviors. *

	1	2	3	4	5	6	7	
In Place	<input type="radio"/>	Not in Place						

The school administrator is actively involved in creating and supporting positive behavior interventions that will improve or prevent student negative behaviors. *

	1	2	3	4	5	6	7	
In Place	<input type="radio"/>	Not in Place						

Our school is a PBIS school and regularly implements Positive Behavior Supports and Interventions. *

	1	2	3	4	5	6	7	
In Place	<input type="radio"/>	Not in Place						

Submit

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Jon Minton, Ed.D.
Principal

Joe Diaz, Ed.S.
Assistant Principal

Tom Hopson, M.Ed.
Assistant Principal

Sheri Nelson, Ed. S.
Assistant Principal

Brian Culbert, Ed.S.
CTE Director

October 5th, 2020

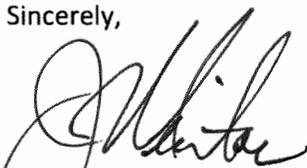
Mr. VanHuss,

Elizabethton High School received a request for enrollment from Rebecca Lubag, legal guardian of a student who attended EHS during the 2019-20 school year but withdrew during the spring semester.

After reviewing the student's academic record, it has been determined that he was awarded a high school diploma from Penn Foster High School. Pursuant to Tenn. Code Ann. §49-6-3001(c)(2)(A), compulsory attendance is not required for a student who has received a diploma from a secondary high school in this state or any other state. Penn-Foster is accredited and licensed as a school in the state of Pennsylvania. An official transcript and diploma were secured by our Registrar and copies were placed in his permanent record.

We wish to deny enrollment for the student at Elizabethton High School because he has already received a diploma from another high school. Please review this request and reach out if you have additional questions that could impact or influence our decision. Thank you.

Sincerely,



Jonathan Minton
Principal

Elizabethton High School





Richard VanHuss
Director of Schools

John Hutchins
Assistant Director of Schools- Operations
Dr. Myra Newman
Assistant Director of Schools - Academics

October 5, 2020

Elizabethton City Board of Education
807 South Watauga Avenue
Elizabethton, TN 37643

ECS Board Members:

The purpose of this correspondence is to inform you of an enrollment request received by Elizabethton High School. Upon review of the student's academic record, it was discovered that the student had been awarded a high school diploma from Penn Foster High School. Pursuant to Tenn. Code Ann. §49-6-3001(c)(2)(A), compulsory attendance is not required for a student who has received a diploma from a secondary high school in this state or any other state. Penn-Foster is accredited and licensed as a school in the state of Pennsylvania. This is also referenced in Board Policy 6.201.

I respectfully ask that you approve Dr. Minton's request to deny enrollment for this student at Elizabethton High School because he has already received a diploma from another high school. A copy of Dr. Minton's letter is enclosed.

Should you have any questions or concerns, please feel free to contact me.

Sincerely,

Richard VanHuss
Director of Schools
Elizabethton City Schools

Enclosure

804 S. Watauga Ave.
Elizabethton, TN 37643
P(423) 547-8000
F(423) 547-8929

Resolution – Emergency Suspension of Board Policies

BOARD RESOLUTION No. 2

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 April 2, 2020, Governor Bill Lee signed Public Chapter 652 which removed the requirement for TCAP testing and allowed the State Board of Education to promulgate necessary rules to address issues created by COVID-19 in the 2019-2020 school year;

WHEREAS, on April 9, 2020, the State Board of Education revised several rules and policies in response to COVID-19 effective only for the 2019-2020 school year;

WHEREAS, changes made by the State Board of Education conflict with certain current local board policies;

NOW, THEREFORE BE IT RESOLVED, that the Elizabethton Board of Education hereby suspends the following policies or provisions of its policies for the remainder of the 2019-2020 school year, including but not limited to those identified below, to the extent that they conflict with Public Chapter 652 or State Board of Education policies or rules and regulations for the 2019-2020 school year:

- 1) Policy 4.600 – Grading System
 - a) Students taking courses for high school credit shall receive no grade lower than the grade they earned in the course as of March 20, 2020. Additionally, Students taking post-secondary courses are not required to participate in the associated exam in order to receive GPA weighting for Spring 2020.
- 2) Policy 4.605 – Graduation Requirements
 - a) For the class of 2020, graduation requirements are modified as follows:
 - b) Only 20 credits are required to graduate per State Board Education Rule 0520-01-03-.11;
 - c) The requirements for the following are waived:
 - i) ACT/SAT
 - ii) Civics exam
 - iii) EOC exams
 - d) Students scheduled to receive an occupational diploma in the 2019-2020 or 2020-2021 school year shall only be required to demonstrate one year of work experience.

- 3) Policy 4.700 – Testing Program
 - a) Students shall not be required to take TCAP exams for the spring 2020 semester.
- 4) Policy 5.109 – Evaluation
 - a) Level of overall effectiveness scores shall not be generated for educators in the 2019-2020 school year.
 - b) Pre-kindergarten and kindergarten teachers shall not be evaluated using the growth portfolio model for the 2019-2020 school year.
 - c) Any observations required by State Board of Education Policy 5.201 that were not completed during the 2019-2020 school year as a result of COVID-19 are not required.
 - d) No student data from this year shall be allowed to negatively impact a teacher.
- 5) Policy 5.802 – Qualifications and Duties of the Director of Schools
 - a) The Director of Schools may request an extension from the State Board of Education to report information that would impact educator licensure (e.g. alleged employee misconduct, discipline of employees for actions that violate the teacher code of ethics, etc.).
- 6) Policy 6.200 – Attendance
 - a) Students may not be penalized for non-attendance of online courses.
 - b) Non-attendance of online courses shall not count as unexcused absences and shall not be recorded. Further, students shall not be counted truant for failure to attend online courses.

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 Public Chapter 652 and updated State Board Policies and Rules and Regulations.

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 current State Board rules or policies.

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 Public Chapter 652 or the State Board of Education policies or rules and regulations implemented to effectuate Public Chapter 652.

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



Sourcewell (formerly known as NJPA) State & Local FMV Lease

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

Tax ID # (FEIN/TIN)

ELIZABETHTON CITY SCHOOLS

Sold-To: Address

907 JASON WITTEN WAY, ELIZABETHTON, TN, 37643-2969, US

Sold-To: Contact Name

Jon Minton

Sold-To: Contact Phone

423-547-8015

Sold-To: Account

0011104057

Bill-To: Address

907 JASON WITTEN WAY, ELIZABETHTON, TN, 37643-2969, US

Bill-To: Contact Name

Jon Minton

Bill-To: Contact Phone

423-547-8015

Bill-To: Account

0011104057

Bill-To: Email

jon.milton@ecschools.net

Ship-To: Address

907 JASON WITTEN WAY, ELIZABETHTON, TN, 37643-2969, US

Ship-To: Contact Name

Jon Minton

Ship-To: Contact Phone

423-547-8015

Ship-To: Account

0011104057

PO

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROCSERIES4	SendPro C Series - Version 4
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	8H00	C Series IMI Base
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APB2	Cost Accounting Devices (10)
1	APKN	Account List Import/Export
1	C200	SendPro C200
1	CAAB	Basic Cost Accounting
1	DM1RKL	Return Kit for DM100/125 - Large
	F9S2	SendPro C Install Training with Shipping
1	HZ80001	SendPro C Series Drop Stacker
1	ME1A	Meter Equipment - C Series

1	MP81	C Series Integrated Scale
1	PAB1	C Series Premium App Bundle
1	PTJ1	SendPro Online
1	PTJA	SendPro Basic 1 User
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	SJS1	C200 SoftGuard
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4)
1	ZH24	Manual Weight Entry
1	ZH26	HZ02 50 LPM Speed
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHWL	5lb/3kg Weighing Option for MP81

Your Payment Plan

Initial Term: 60 months		Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*	
60	\$ 58.66	\$ 175.98	

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power[®] transaction fees included
- Purchase Power[®] transaction fees extra

***** QUOTE *****

Quoted To:

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

Phone: 423-547-8000

Cust PO:

Reference: Access Control

Terms: NET 30

Ship Via: Install

Salesperson: JMA

Valid Through: 10/15/2020

Stock Code	Description	Quantity	Price	Extended
..	East Side Ele	1.00	0.00	0.00
SECAVIAC-LSP-4DR-MER-LCK	Four Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with one AC-MERCON- MR52 (Mercury hardware sold separately).	1.00	412.00	412.00
BATPWRMPB-1270	Powersonic PS-1270 12V / 7 Amp Sealed lead acid Battery	2.00	20.00	40.00
SECAVIAC-MER-CONT-LP1502	Controller, 16MB RAM, Ethernet, 8In/4Out/2Rdr (Mercury EP1502) AC-MER-CONT-LP1502	1.00	992.00	992.00
SECAVIAC-HID-READ-ICLASS-SE-	HID Reader AC-HID-READ-ICLASS-SE-RP40	1.00	226.40	226.40
SECGRIGI8080RSTD	GRI 1" Steel Door Recessed Switch Sets 8080RSTD	4.00	5.50	22.00
SECVONPS914-2RS	Von Duprin 120/240 VAC 4 AMP In Rush Power Supply with Relay	1.00	565.00	565.00
SECVON900BBK	Von Duprin Battery Backup Kit for PS914	1.00	150.00	150.00
CABCOM34269	Comtran Access Control Plenum Cable (500') Yellow 16 wires Banana Cable	0.25	350.00	87.50
LABORCAT6	Installation of CAT6 Network Cable Per Drop	1.00	165.00	165.00
LABOR-CK02	Cabling and Installation	16.00	65.00	1,040.00
.	*****	1.00	0.00	0.00
..	East High School	1.00	0.00	0.00
SECAVIAC-LSP-4DR-MER-LCK	Four Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with one AC-MERCON- MR52 (Mercury hardware sold separately).	1.00	412.00	412.00
BATPWRMPB-1270	Powersonic PS-1270 12V / 7 Amp Sealed lead acid Battery	2.00	20.00	40.00
SECAVIAC-MER-CONT-LP1502	Controller, 16MB RAM, Ethernet, 8In/4Out/2Rdr (Mercury EP1502) AC-MER-CONT-LP1502	1.00	992.00	992.00
SECAVIAC-HID-READ-ICLASS-SE-	HID Reader AC-HID-READ-ICLASS-SE-RP40	1.00	226.40	226.40
SECGRIGI8080RSTD	GRI 1" Steel Door Recessed Switch Sets 8080RSTD	2.00	5.50	11.00
SECVONPS914-2RS	Von Duprin 120/240 VAC 4 AMP In Rush Power Supply with Relay	1.00	565.00	565.00
SECVON900BBK	Von Duprin Battery Backup Kit for PS914	1.00	150.00	150.00
CABCOM34269	Comtran Access Control Plenum Cable (500') Yellow 16 wires Banana Cable	0.25	350.00	87.50
LABORCAT6	Installation of CAT6 Network Cable Per Drop	1.00	165.00	165.00
LABOR-CK02	Cabling and Installation	16.00	65.00	1,040.00
.	*****	1.00	0.00	0.00
..	Harold McCormic	1.00	0.00	0.00
SECAVIAC-LSP-4DR-MER-LCK	Four Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with one AC-MERCON- MR52 (Mercury hardware sold separately).	1.00	412.00	412.00
BATPWRMPB-1270	Powersonic PS-1270 12V / 7 Amp Sealed lead acid Battery	2.00	20.00	40.00
SECAVIAC-MER-CONT-LP1502	Controller, 16MB RAM, Ethernet, 8In/4Out/2Rdr (Mercury EP1502) AC-MER-CONT-LP1502	1.00	992.00	992.00
SECAVIAC-HID-READ-ICLASS-SE-	HID Reader AC-HID-READ-ICLASS-SE-RP40	2.00	226.40	452.80
SECGRIGI8080RSTD	GRI 1" Steel Door Recessed Switch Sets 8080RSTD	4.00	5.50	22.00
SECVONPS914	Von Duprin 120/240 VAC 4 AMP In Rush Power Supply CS462613	2.00	565.00	1,130.00
SECVON900BBK	Von Duprin Battery Backup Kit for PS914	2.00	150.00	300.00
	Comtran Access Control Plenum Cable (500') Yellow 16 wires Banana			



Central Technologies, Inc.
 P.O. BOX 23346
 Knoxville, TN 37933
 Phone: (865) 566-0230 | Fax: (865) 312-8190

7/17/2020
 Quote #: 41305
 Page: 2

***** QUOTE *****

Quoted To:

**Elizabethton City Schools
 804 S. Watauga Avenue
 Elizabethton, TN 37643**

Phone: 423-547-8000

Cust PO:

Reference: Access Control

Terms: NET 30

Ship Via: Install

Salesperson: JMA

Valid Through: 10/15/2020

Stock Code	Description	Quantity	Price	Extended
CABCOM34269	Cable	0.25	350.00	87.50
LABORCAT6	Installation of CAT6 Network Cable Per Drop	1.00	165.00	165.00
LABOR-CK02	Cabling and Installation	16.00	65.00	1,040.00
.	***** INTERCOMS ALL SITES	1.00	0.00	0.00
SECAIPIX-DVF-P	Aiphone SIP Compatible Flush Mounted IP Video Door Station Vandal Resistant Stainless Steel Faceplate with HID® multiCLASS® Reader IX-DVF-P	3.00	1,062.50	3,187.50
SECAIPSBX-IDVFRA	Aiphone Stainless Steel Surface Mount Box for IS-DVF	3.00	149.00	447.00
LABOROUTCAMERADATA	Outdoor Camera Installation with Data Drop	3.00	455.00	1,365.00
SECAVIACC7-ENT	ACC 7 Enterprise Edition Camera License	3.00	217.59	652.77

IMPORTANT NOTES:

SubTotal: 17,682.37
 Tax: 0.00
 Shipping: 0.00
Total: 17,682.37

TN Alarm Systems Contractor License Number- 2138 TN Contractor License Number - 67550

ALL PRODUCTS CARRY A MFR. DIRECT WARRANTY - RETURN OF NON-DEFECTIVE, UNOPENED ITEMS ACCEPTED 10 DAYS FROM SHIP DATE AND WILL REQUIRE PRODUCT MFR. APPROVAL PRIOR TO RETURN - A 15% RESTOCK FEE WILL APPLY - DAMAGED OR MISSING ITEMS MUST BE REPORTED WITHIN 48 HOURS - A FINANCE CHARGE OF 1.5% PER MONTH WILL BE APPLIED TO OVERDUE BALANCES - SPECIAL

PO DATE

01/10/2020

ELIZABETHTON CITY SCHOOLS

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

PURCHASE ORDER NUMBER

1001900169

FISCAL YEAR : 2019-2020
 ENTERED BY : PIETRMAR000

VENDOR:
 CENTRAL TECHNOLOGIES, INC
 PO BOX 30867
 KNOXVILLE, TN 37930

SHIP TO:
 ELIZABETHTON CITY SCHOOLS
 804 S WATAUGA AVENUE
 ELIZABETHTON, TN 37643-4207

ATTN: M RUTH PIETROWSKI

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
1		ECS AVIGILON ACM QUOTE # 36948 DATED 10/29/2019	65388.20000	65,388.20
1		ECS ES AVIGILON QUOTE # 36945 DATED 10/29/2019	52497.54000	52,497.54
1		ECS TAD AVIGILON QUOTE # 36946 DATED 10/29/2019	77250.44000	77,250.44
1		ECS AVIGILON DOOR POSITION QUOTE # 36949 DATED 10/29/2019	61583.00000	61,583.00
1		ECS EHS AVIGILON QUOTE # 36936 DATED 10/29/2019	117485.56000	117,485.56
1		ECS WSES AVIGILON QUOTE # 36943 DATED 10/29/2019	45889.19000	45,889.19
1		ECS CO AVIGILON QUOTE # 36941 DATED 10/29/2019	59358.54000	59,358.54
1		ECS HAROLD MCCORMICK AVIGILON QUOTE # 36947 DATED 10/29/2019	53973.50000	53,973.50
ACCOUNT SUMMARY (FOR INTERNAL USE)				
ACCOUNT NUMBER		ACCOUNT AMOUNT		
141 E 76100 707 000 05201 000		62,763.97		
142 E 76100 707 CPS 00000 000		470,662.00		
			PAGE TOTAL	533,425.97
			TOTAL	533,425.97

PURCHASE APPROVED BY:

Glynn
 Beth Wilson

Elizabethton Board of Education

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
2 tolerated:¹

3 1. Bringing to school or being in unauthorized possession of a firearm on school property;²

4
5 2. Unlawful possession of any drug, including any controlled substance, controlled substance
6 analogue, or legend drug on school grounds or at a school-sponsored event;³

7
8 3. Aggravated assault;⁴ or

9
10 4. Assault that results in bodily injury⁵ upon any teacher, principal, administrator, any other
11 employee of the school, or school resource officer.

12 Committing any of these offenses shall result in a student being expelled from the regular school
13 program for at least one (1) calendar year unless modified by the Director of Schools. Modification of
14 the length of time shall be granted on a case-by-case basis. Students that commit zero tolerance
15 offenses may be assigned to an alternative school or program at the discretion of the Director of
16 Schools.⁶

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

19 20 ~~WEAPONS & DANGEROUS INSTRUMENTS~~

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

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

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

28 ~~Firearms~~

29 ~~In accordance with state law, any student who brings to school or is in unauthorized possession of a~~
30 ~~firearm on school property shall be expelled for a period of not less than one (1) calendar year. The~~

1 ~~Director of Schools shall have the authority to modify this expulsion requirement on a case-by-case~~
2 ~~basis.~~⁴

3 **DRUGS**

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

8 **ASSAULT**

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

14 **ELECTRONIC THREATS**

15 ~~In accordance with state law, any student who transmits by an electronic device any communication~~
16 ~~containing a credible threat to cause bodily injury or death to another student or school employee and~~
17 ~~the transmission of such threat creates actual disruptive activity at the school that requires~~
18 ~~administrative intervention shall be expelled for a period of not less than one (1) calendar year. The~~
19 ~~director of schools shall have the authority to modify this expulsion requirement on a case-by-case~~
20 ~~basis.~~⁶

22 **NOTIFICATION**

23
24 ~~When it is determined that a student has violated this policy, the principal of the school shall notify the~~
25 ~~student's parent(s)/guardian(s) and the criminal justice or juvenile delinquency system as required by~~
26 ~~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~~

Legal References

1. TCA 49-6-3401(g)
2. 18 USCA § 921(a)(3); 20 USCA § 7961

Cross References

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

Cross References

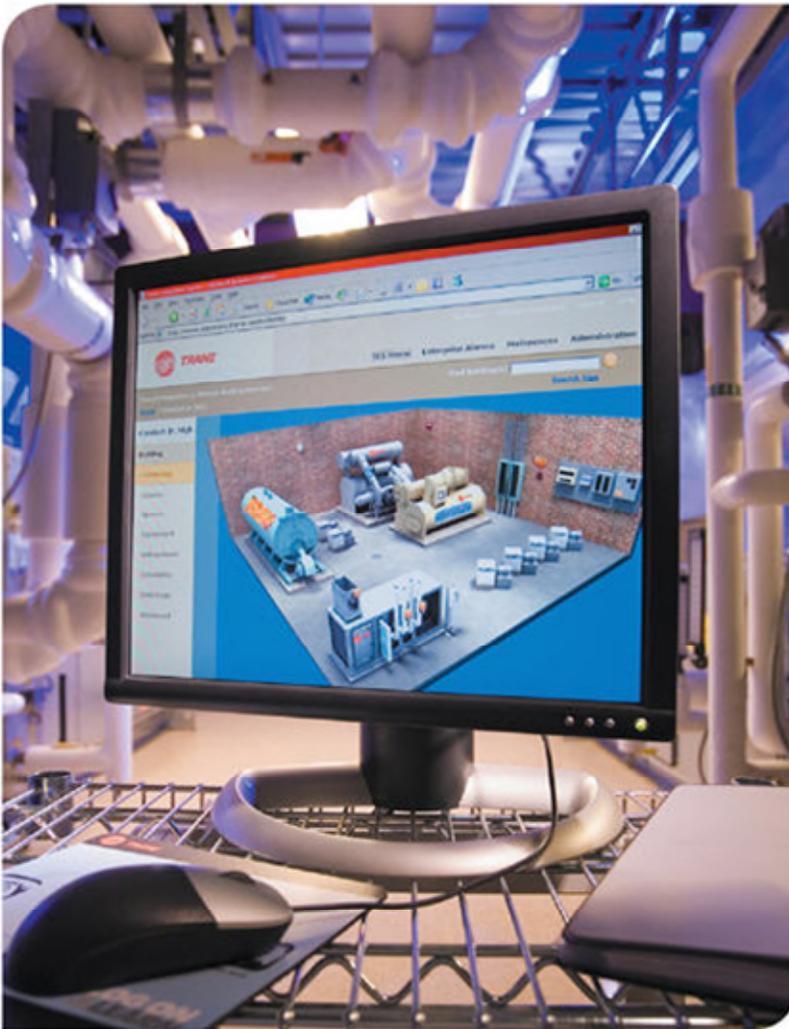
- Code of Conduct 6.300
- Drug-Free Schools 6.307

3. TCA 39-17-454; TCA 53-10-101
4. TCA 39-13-102
5. TCA 39-13-101(a)(1)
6. TCA 49-6-3401(g)(2); TCA 49-6-3402; Public Acts of 2020, Chapter No. 603
7. TCA 49-6-4209; TCA 39-17-1312; 20 USCA § 7961(h)(1)

- Suspension 6.316
- Student Disciplinary Hearing Authority 6.317
- Alternative Education 6.319



Trane Controls Proposal



Controls Proposal For:

Joey Trent
Director of Facilities
Elizabethton City Schools
804 South Watauga Avenue
ELIZABETHTON, TN 37643 U.S.A.

Local Trane Office:

Trane U.S. Inc.
10384 Wallace Alley Street
Kingsport, TN 37663

Local Trane Representative:

Glen Johnson
Account Manager
Cell: (423) 202-6448
Office: (423) 224-1150

Proposal ID: 2927644

Date: September 29, 2020



TRANE CONTROLS PROPOSAL

Executive Summary

Trane is pleased to present a solution to help Elizabethton City Schools reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from Elizabethton City Schools to assist in the system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing controls to achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable building management systems and control products that improve system performance.

Some key features and benefits Elizabethton City Schools should expect from this project are highlighted below.

- Installation of Needlepoint Bipolar Ionization in common areas of each school
- Programming changes for these HVAC units to meet recommended guidelines for Indoor Air Quality
- Programming, monitoring, trending and alarming of these systems using the system wide Trane Ensemble controls.

Trane appreciates the opportunity to earn your business. Your investment in the proposed project is \$82,978.00. This investment will provide Elizabethton City Schools with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with Elizabethton City Schools for all of your control products and service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Glen Johnson
Account Manager, Trane U.S. Inc.



Prepared For:
Joey Trent

Date:
September 29, 2020

Job Name:
IAQ Elizabethton City Schools Bipolar Ionization

Proposal Number:
2927644

Delivery Terms:
Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:
Net 30

State Contractor License Number:

Proposal Expiration Date:
30 Days

Scope of Work

“Scope of Work” and notations within are based on the following negotiated scope of work with Joey Trent and based on the site surveys performed on 9/28/2020.

IAQ and Controls work

Needlepoint Bipolar ionization scope

- Provide the following for each piece of equipment
 - Commercial grade NPBI module properly sized for each HVAC unit
 - Brackets and all mounting hardware
 - Alarming contacts for each NPBI module
 - Low voltage transformer when required
 - Fan interlock relay to only allow NPBI to run when fan is on.
 - Installation, wiring, programming and checkout of each unit.

Equipment list to receive Needlepoint Bipolar ionization.

Elizabethton High School

- Café unit
- 2) Gym units
- Library unit
- 3) Band units
- Front office
- 2) Language Arts Classrooms

TA Dugger

- Café unit
- 2) Auditorium units
- 4) Library units
- 2) Band room units
- 2) Gym units
- Front office unit



Eastside Elementary

- **3) Café units**
- **Library unit**
- **Front office unit**

Harold McCormick Elementary

- **4) Café units**
- **3) Library units**
- **Front office unit**

Westside Elementary

- **3) Café units**
- **2) Library unit**
- **Front office unit**

Controls systems services included

- Project Management
- Low Voltage Wiring installation
- Control System Programming
 - Enable all units with BAS to run fan in continuous mode during occupied times.
 - Temporarily disable all demand control ventilation routines in the schools
 - Units with programmable BAS controls will monitor alarm contacts on NPBI
 - Set up event logs in BAS to email the maintenance staff when a module goes into alarm
- Control System Commissioning on units affected

Controls systems services not included

- Demolition/removal or replacement of existing devices/sensors quoted as "assumed" to be in working condition
- Any temporary controls
- Repair or replacement of any equipment being controlled
- Engineered Controls As-Built Drawings
- New HVAC unit or floorplan graphics

Proposal Notes/ Clarifications

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency therefor
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Controls for any systems not listed above are excluded
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors



Pricing and Acceptance

Joey Trent
Director of Facilities
Elizabethton City Schools
804 South Watauga Avenue

Site Address:
Elizabethton High School
907 West E Street
ELIZABETHTON, TN 37643
United States

ELIZABETHTON, TN 37643 U.S.A.

Price

Total Net Price (*Excluding Sales Tax*).....\$82,978.00

Financial items not included

- Applicable sales tax or use tax is excluded
- Permits
- Bid Bond
- Payment and Performance Bond
- Liquidated Damages
- Demurrage or Storage Charges
- Participation in OCIOP or CCIP Insurance Programs

Respectfully submitted,

Glen Johnson
Account Manager
Trane U.S. Inc.
(423) 224-1150



ACCEPTANCE

This proposal is subject to Customer’s acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic (“Covid-19 Pandemic”). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane’s performance under this Agreement. Consequently, the parties agree as follows:

- 1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
- 2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
- 3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
- 4. If Trane’s performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

Submitted By: Glen Johnson	Cell: (423) 202-6448 Office: (423) 224-1150 Proposal Date: September 29, 2020
CUSTOMER ACCEPTANCE Elizabethton City Schools	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order	Signature Date
Acceptance Date:	License Number:



TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc..

1. **Acceptance; Agreement.** These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). COMPANY’S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counter-offer will be deemed accepted. Customer’s acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Work rendered by Company to the date of cancellation.
2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
3. **Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer’s tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company’s option, the order will be cancelled. Any delay in shipment caused by Customer’s actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.
4. **Exclusions from Work.** Company’s obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.
5. **Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer’s expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.
6. **Payment.** Customer shall pay Company’s invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.
7. **Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.
8. **Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site’ owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company’s access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer’s building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer’s request.
9. **Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company’s representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer’s failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.
10. **Permits and Governmental Fees.** Company shall secure (with Customer’s assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company’s subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.
11. **Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.
12. **Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company’s cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.



13. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

14. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

15. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

16. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

17. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

18. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

19. COVID-19 LIMITATION ON LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.**

20. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

21. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF**



MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.

22. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

23. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

24. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

25. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

26. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

27. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0720)
Supersedes 1-26.251-10(0620)

**RESOLUTION OF THE
ELIZABETHTON CITY BOARD OF EDUCATION
IN SUPPORT OF BASIC EDUCATION PROGRAM HOLD
HARMLESS LEGISLATION FOR THE 2021-2022 SCHOOL YEAR**

WHEREAS, Coronavirus Disease 2019 (COVID-19) is a global pandemic that can lead to serious illness or death and spreads through close contact among individuals; and

WHEREAS, COVID-19 continues to spread at a rapid rate in Tennessee and has impacted school districts across the state; and

WHEREAS, Tennessee schools, in order to comply with Tennessee State Board of Education requirements, will likely have to engage in remote learning, in whole or in part, during the 2020-2021 academic school year due to the continued spread of COVID-19; and

WHEREAS, Tennessee school districts will be implementing different plans for learning from county to county across the state for the 2020-2021 school year, based upon the needs of their students and COVID-19 outbreaks in each county; and

WHEREAS, the Basic Education Program (BEP) is the funding formula through which state education dollars are generated and distributed to Tennessee schools; and

WHEREAS, Student enrollment (average daily membership) is the primary driver of funds generated by the BEP; and there are 47 BEP components, most of which are based on student enrollment; and the funds generated by the BEP are divided into state and local shares for each of the three major categories: instructional, classroom and non-classroom; and

WHEREAS, because of COVID-19, it is likely that many families across the state may remove their students from public schools during the 2020-2021 school year and choose other learning options; and

WHEREAS, Tennessee schools may see a decrease in attendance in the 2020-2021 school year as families take precautions to combat the spread of COVID-19; and

WHEREAS, holding school districts harmless for enrollment decreases is the top priority of the BEP Review Committee of the Tennessee State Board of Education; and

WHEREAS, there is a one-year lag in how enrollment affects BEP funding amounts;

NOW, THEREFORE, be it resolved unanimously by all of the Board Members on this 12th Day of October 2020, that the Elizabethton City School Board:

Supports and respectfully requests that BEP funding for the 2021 -2022 school year be based on and equal to or greater than the July Final BEP enrollment allocation provided by the state department for the school year 2020-2021. Also, the Elizabethton City Schools Board of Education requests the BEP allocation amounts provided to districts for the 2021-2022 school year would additionally reflect the growth funds equal to or greater than funds received for the 2019- 2020 school year. Most importantly, BEP allocations should not be negatively impacted based on student ADM of the 2020-2021 school year.

MR. RICHARD VANHUSS
DIRECTOR OF SCHOOLS

MS. RITA BOOHER
BOARD CHAIR

DR. GROVER MAY
BOARD MEMBER

MR. PHIL ISAACS
VICE-CHAIR

MR. EDDIE PLESS
BOARD MEMBER

MR. DANNY O'QUINN
BOARD MEMBER

**RESOLUTION OF THE ELIZABETHTON CITY BOARD OF EDUCATION
IN SUPPORT OF A MORATORIUM ON STATE STANDARDIZED TESTING
FOR THE 2020-2021 SCHOOL YEAR**

WHEREAS, Coronavirus Disease 2019 (COVID-19) is a global pandemic that can lead to serious illness or death and spreads through close contact among individuals; and

WHEREAS, beginning on March 12, 2020, Governor Bill Lee declared Tennessee to be in a state of emergency until June 30, 2020, pursuant to Executive Orders 14 and 36, due to COVID-19; and

WHEREAS, beginning on March 16, 2020, Tennessee schools were closed for the remainder of the 2019-2020 school year, in response to requests made by Governor Bill Lee that they close to combat the spread of COVID-19; and

WHEREAS, on March 18, 2020, the Tennessee General Assembly approved the cancellation of state standardized testing for the 2019-2020 school year, due to the statewide closure of schools and subsequent lack of standardized instruction being delivered to students; and

WHEREAS, on June 22, 2020, the Tennessee State Board of Education approved Emergency Rule 0520-01-17-01, which requires Tennessee school districts to provide students in grades one (1) through twelve (12) access to six and one half (6 14) hours of instructional time each school day during the 2020-2021 school year, even if there are school closures or disruptions related to outbreaks of COVID-19; and approved Emergency Rule 0520-01-17-01, which requires Tennessee school districts to provide students in grades one (1) through twelve (12) access to six and one half (6 14) hours of instructional time each school day during the 2020-2021 school year, even if there are school closures or disruptions related to outbreaks of COVID-19; and

WHEREAS, by successive Executive Orders signed by Governor Bill Lee, Tennessee continues to remain in a state of emergency until at least October 31, 2020, and COVID-19 continues to spread at a high rate in Tennessee; and

WHEREAS, Tennessee schools, in order to comply with State Board requirements, will likely have to engage in remote learning, in whole or in part, during the 2020-2021 academic school year due to the continued spread of COVID-19; and

WHEREAS, pursuant to State Board Emergency Rules 0520-01-17-01, Tennessee school districts are required to each create and implement their own plans to facilitate continuous learning in light of the continued spread of COVID-19; and

WHEREAS, Tennessee school districts will be implementing different plans for learning from county to county across the state for the 2020-2021 school year, based upon the needs of their students and COVID-19 outbreaks in each county; and

WHEREAS, at the beginning of the 2020-21 school year, Tennessee students had been away from

their schools for approximately five (5) consecutive months, including approximately two (2) months of disrupted instruction during the extended closure at the end of the 2019-20 school year; and

WHEREAS, Tennessee school districts will be focused not only on student growth and safety, but also on recoupment of academic and social and emotional skills lost during the extended closure.

WHEREAS, Tennessee school districts must focus not only on their student's academic growth and safety but also on the social and emotional toll on students and their families caused by the global pandemic; and

WHEREAS, school districts continue to face both staff and student absences caused by exposure to and diagnosis of COVID-19.

NOW, THEREFORE, be it resolved unanimously by all Board Members on the 12th day of October, 2020 that the Elizabethton City Board of Education:

Supports and respectfully requests a moratorium on state standardized testing and accountability associated with such testing for the 2020-2021 school year, to include end-of-year/end-of-course examinations and formative assessments throughout the year. These actions will allow educators to focus instead on student safety and learning as well as their emotional and social development. The Elizabethton City Board of Education requests that, if state standardized testing does continue in some format for the 2020-2021 school year, the results of that testing be used as metrics of student progress, rather than to determine district/school accountability or district rankings and scores statewide, due to the disparity in learning methods that will be used across the state in light of COVID-19. In addition, we request that student growth measures and/or any other portion of teacher evaluations directly related to student assessments for the 2020-2021 school year be suspended.

MR. RICHARD VANHUSS
DIRECTOR OF SCHOOLS

MS. RITA BOOHER
BOARD CHAIR

DR. GROVER MAY
BOARD MEMBER

MR. PHIL ISAACS
VICE-CHAIR

MR. EDDIE PLESS
BOARD MEMBER

MR. DANNY O'QUINN
BOARD MEMBER



October 12, 2020

Michelle Melton
Citizens Bank
300 Broad Street
Elizabethton, TN 37643

Dear Ms. Melton:

We would like for the following individuals to be allowed to pick up night deposits made at your institution.

Forrest Holt
Community Involvement Director

Myra Newman, EdD
Assistant Director of Schools

Jackie Guinn
General Ledger Accountant

Thank you for your assistance in this matter.

Sincerely,

Rita Booher/Board Chair

Grover May, MD/Board Member

Phil Isaacs/Board Vice-Chair

Danny O'Quinn/Board Member

Eddie Pless/Board Member



October 12, 2020

Michelle Melton
Citizens Bank
300 Broad Street
Elizabethton, TN 37643

Dear Ms. Melton:

Our signatures below indicate that we agree to open a retainage/escrow account with GRC Construction under the Federal ID # of 62-0730716.

The following will be the signers for that account:

Rita Booher
Phil Isaacs
Richard VanHuss
Myra Newman

Any changes in signers to the account must be approved by the Board of Education.

Thank you for your assistance in this matter.

Sincerely,

Rita Booher/Board Chair

Grover May, MD/Board Member

Phil Isaacs/Board Vice-Chair

Danny O'Quinn/Board Member

Eddie Pless/Board Member



Telamon Corporation
Transition Resources Corporation

Abby Goddard
Center Director
Telamon Head Start-Carter
County
mgoddard@telamon.org
423-518-3226
www.telamon.org

Empowering Individuals, Improving Communities

Travis Thompson
804 South Watauga Ave.
Elizabethton, TN 37643

March 30, 2020

Dear Travis Thompson:

Head Start received a federal mandate to create and implement a Memorandum of Understanding with school systems/districts who are responsible for the State Pre-K programs in our respective counties and the counties where our families reside.

The Telamon Corporation Tennessee Head Start programs serve children who may attend kindergarten and/or pre-k in your school system and we are requesting a signature on this document to signify our willingness to collaborate in whatever way possible for seamless and non-duplicative services to low income, homeless, children with disabilities, and English language students.

Please examine the Memorandum of Understanding and consider any additions of amendments you find necessary.

If you have any questions, please contact me at mgoddard@telamon.org.

In support of children and families,

Abby Goddard
Center Director

**MEMORANDUM OF UNDERSTANDING
BETWEEN
TELAMON CORPORATION HEAD START PROGRAMS
AND
ELIZABETHTON CITY SCHOOLS**

I. Parties to the Agreement

- A. Telamon Corporation Tennessee Head Start Program Carter County Center, 139 Judge Don Lewis Blvd. Elizabethton, TN 37643
- B. Elizabethton City Schools, 804 South Watauga Avenue, Elizabethton, TN 37643

II. Purpose of Agreement

- A. To improve availability and the quality of services through coordinated service delivery systems for preschool children and their families to include underrepresented populations such as children with disabilities, low-income, homeless, migrant, and/or English Language Learners.
- B. To support children's optimal development and readiness for school entry and success.
- C. To promote collaboration regarding shared transportation, facilities, and other resources, as appropriate.
- D. To define the roles and responsibilities of Telamon Corporation Tennessee Head Start Program and the Local Education Agency toward coordination and greater collaboration; enhance linkages and relationships; and exchange information on the provision of educational and non-educational services.

III. Agency Descriptions and Authority

- A. Telamon Corporation Tennessee Head Start Program

Head Start is a nationwide Federal grant program funded by the U.S. Department of Health and Human Services. Telamon Tennessee has two different grants from the Office of Head Start. The Migrant and Seasonal Head Start Program provides services to low-income migrant and seasonal farmworker families with children between the ages of six weeks to five years. Services are offered during the Tennessee agricultural season. The Early Head Start Program offers year-round services to children from low-income families' ages six weeks to three years (only available in select Telamon service areas). Both programs offer comprehensive services in the areas of education, social services, health, disabilities, nutrition, and family engagement.

Head Start's responsibility for coordinating and collaborating with the appropriate local entity responsible for managing publicly funded pre-school programs in the service area of the Head Start Program is mandated in the Head Start Act: Public Law 110-134 "Improving Head Start for School Readiness Act of 2007."

- B. Elizabethton City Schools (Local Education Agency)

The Voluntary Pre-K program is a statewide grant program administered by the Tennessee Department of Education, Office of Early Learning. It is a program for four-year-old children who are at-risk and provides an opportunity to develop school readiness in an age appropriate

environment. In addition, the Board of Education uses other resources to fund activities for Pre-K students to include funding from Title I and Special Education. The Local Education Agency (LEA) is the appropriate entity that manages publicly funded Pre-K programs across the state. Funding for Pre-K programs is through TCA §§49-6-101—110.

Elizabethton City Schools LEA will provide the comprehensive, coordinated, and collaborative delivery of developmentally and individually appropriate services to young children with disabilities (ages three to five years) and their families, as specified in the Individualized Education Program (IEP). As supported by the Tennessee Department of Education (TDOE), Division of Special Populations, Tennessee Early Intervention System (TEIS), and Telamon Head Start Program coinciding with guidance from the Individuals with Disabilities Education Act (IDEA) Part B, 619 Preschool Program are committed to the delivery of services for this special population.

IV. Joint Roles in System Review, Coordination, Collaboration, Alignment, and Implementation

The parties will assess needs and develop plans for coordination, collaboration, alignment, and implementation of each of the following activities, as mandated by the Head Start Act.

A. Educational activities, curricular objectives, and instruction

Telamon Tennessee will collaborate with the LEA to ensure that the following standards and services are coordinated and in alignment with the Tennessee Early Learning Development Standards (TNELDS) and the Head Start Early Learning Outcomes Framework reflected in screening/assessment instruments, Home Visits, Parent Conferences, IEP and IFSP meetings.

B. Public information dissemination and access to programs for families contacting the Head Start program or any of the preschool programs

Representation on State Pre-K Advisory Council and the County Pre-K Advisory Councils; Telamon Corporation annual report, websites; Telamon Head Start Advisory Committee; Public Service Announcements (PSA); information regarding intake/recruitment procedures; Program Information Report (PIR); Imagination Library; participation in the annual self-assessment; participation in community-sponsored events, such as health fairs and ethnic celebrations.

C. Selection priorities for eligible children to be served by the programs

Eligibility requirements are based on Head Start Performance Standards. Head Start guidelines require that the family be at or below the federal poverty guidelines. The family income must be verified for both programs before determining that a child is eligible to participate. Children and families who are experiencing homelessness or are in foster care automatically qualify for services.

In addition to the criteria above, to enroll in the Migrant and Seasonal Head Start Program, a family must have changed its residence from one geographical location to another in the preceding two years for the purpose of engaging in agricultural work. The applicant must be engaged in or have been promised agricultural work at the time of application, and their income from the last twelve months must have come primarily from agricultural work. The work includes but is not limited to the production or harvesting of tree and field crops. Children must be less than compulsory age for school attendance.

D. Definition of services areas

Telamon Corporation is funded to serve 240 children in the Migrant and Seasonal Head Start Program and 72 infants and toddlers in the Early Head Start Program. State Office staff members in Knoxville coordinate services at five centers located in Bledsoe, Cocke, Greene, Unicoi, and Carter Counties. Surrounding counties served include Grainger, Hamblen, Jefferson, Hawkins, Rhea, and Washington. Telamon Corporation and LEA service areas often overlap in multiple counties.

- E. Staff training, include opportunities for joint staff training on topics such as academic content standards, instructional methods, curricula, Dual Language Learners and social and emotional development.

Telamon Tennessee encourages LEA representatives to serve on our local Child Development, Health and Safety Advisory Committees (CDHSAC) in order to better understand each other's programs and coordinate services for children and families throughout the year.

- F. Provision of services to meet the needs of working parents, as applicable

Before and after-school care, non-traditional child care (shift or weekend work), extended day and extended year care, blended funding or other arrangements

- G. Communication and parent outreach for smooth transitions to kindergarten

Visits to kindergarten classrooms, transfer of records (with parent consent), early registration for kindergarten, and assistance with interpreting for Spanish speaking parents, whose children are enrolled in the program.

- H. Provision and use of facilities, transportation, and other program elements

Agreements for classroom and meeting space, purchase of meals, transportation, pre-k collaboration classes, Head Start/Child Care collaborations, etc.

- I. Other elements mutually agreed to by the parties

V. Confidentiality

All parties acknowledge confidentiality requirements that each grantee and agency must follow regarding the sharing and release, with the consent of families, of personally identifiable information regarding children and families. It is the intent of this agreement to ensure that parents have rights of access and rights of privacy with respect to such reports and records, and that applicable State and Federal laws for exercise of these rights be strictly followed as indicated by the Family Educational Rights and Privacy Act (FERPA) and Health Insurance Portability and Accountability Act (HIPAA).

VI. Review of Agreement

The agreement will be jointly reviewed by all parties biennially (every two years) and more frequently if laws and regulations are amended that will significantly impact this agreement, or when a party request a formal change.

VII. Terms of Agreement

The agreement will become effective immediately after being signed and dated by all parties. By signing the agreement, each party agrees to the terms.

The signed agreement will be binding on all successors of parties to the agreement.

VIII. Signatures

For **Elizabethton City Schools**

Richard Vanhuss

Date

For **Telamon Corporation Tennessee Head Start Program**

Abby Goddard, Carter County Center Director

Date

Letter of Commitment for Detailed Energy Audit

October 1, 2020

Elizabethton City Schools
Attn: Richard VanHuss, Director of Schools
804 South Watauga Ave
Elizabethton, TN 37643

Subject: Letter of Commitment for Elizabethton City Schools Detailed Technical Energy Analysis

Dear Mr. VanHuss:

This Letter of Commitment shall serve as the authorization by Elizabethton City Schools (“ECS”) for Trane U.S. Inc. (“Trane”) to proceed with the performance of a Detailed Technical Energy Analysis for the purpose of developing a comprehensive energy and operational savings project specific to key financial and operational metrics as outlined below. Following the delivery by Trane of the Detailed Technical Energy Analysis, Elizabethton City Schools intends to enter into an Energy Performance Agreement with Guaranteed Savings with Trane (“Performance Agreement for Comfort from Trane (PACT) Agreement”) for the implementation of the measures proposed in the Detailed Technical Energy Analysis. Trane was selected to be our energy services partner in accordance with State of Tennessee Senate Bill 1270, based on qualifications.

Elizabethton City School’s general goals for the Project are:

- Provide infrastructure improvements and upgrades to increase energy efficiency
- Improve indoor air quality and temperature control for facilities
- Identify and prioritize aging equipment and expected useful lifecycle
- Replace aged HVAC equipment (past useful lifecycle) including –
 - Replacement of HVAC systems and associated equipment in Elizabethton High School
 - HVAC replacements for East Side and West Side Elementary Schools
 - Improving Zone Control at Harold McCormick Elementary School
- Reduce maintenance required for equipment
- Eliminate reoccurring costs to maintain equipment
- Effectively manage all facilities through the Building Automation System
- Offset necessary mechanical upgrades with energy savings

The Detailed Technical Energy Analysis will include the following scope of services:

Evaluate and recommend solutions for major energy-using equipment to include, but not limited to -

- Lighting (indoor and outdoor)
- Heating and heat distribution systems
- Cooling systems and related equipment
- Air distribution systems and equipment
- Outdoor ventilation systems and equipment
- Exhaust systems and equipment
- Hot water systems
- Electric motors, transmission and drive systems
- Other energy-using systems
- Water consuming systems (restroom fixtures, water fountains, irrigation systems, etc.).

Develop and propose potential energy and water savings measures based on –

- Required code regulations and ASHRAE standards
- Comfort and maintenance problems
- Energy use, loads, proper sizing, efficiencies, and hours of operation
- Current operating conditions
- Remaining useful life
- Feasibility of systems replacement
- Hazardous materials and other environmental concerns
- ECS' capital improvement plan and future plans for equipment replacement or building renovations
- Facility operations and maintenance procedures that could be affected

Provide the following deliverables based on the above data -

- Summary table of recommended energy and water savings measures, with an itemization of each measure.
- Summary of annual energy use and costs
- Calculation of cost savings expected if all recommended measures are implemented. Including total savings percentage.
- Summary description of energy and water saving measures
- Conclusions, recommendations, and estimated timeframe for execution of selected measures

Apply for Funding, Grants, Incentives, Rebates -

- Trane will actively pursue funding through the Energy Efficiency Schools Initiative on behalf of ECS
- Trane will actively pursue any rebates and incentives available to the school system including any grants associated with improvement of indoor air quality.

Elizabethton City Schools agrees to the following:

- Provide Trane with 36 consecutive months of all utility bills (gas, electric, fuel oil, water, etc.).
- Provide current data and available drawings for all schools and future changes
- Provide Trane access to the staff, buildings, and drawings as necessary to complete the Detailed Technical Energy Analysis
- Authorize Trane to communicate, with ECS' approval, with consulting Architects and Engineers involved in any current or scheduled improvements
- Collaborate with Trane team members during the Detailed Technical Energy Analysis to provide additional guidance and alignment to key financial and operational metrics.

The Detailed Technical Energy Analyses is estimated to take approximately **120 to 180** days following the mutual execution of this Letter of Commitment.

The cost for the development of the Detailed Technical Energy Analysis shall be Twenty Thousand Seven Hundred and Eighteen Dollars and Fifty-One Cents (\$20,718.51) Dollars (the "Energy Audit Fee") and shall be in accordance with the below table and the attached terms and conditions.

School	Square Footage	Costs per SF	Costs for Audit
Elizabethton High School	167,975	\$0.05	\$8,398.75
T.A. Dugger Junior High School	103,185	\$0.04	\$4,127.40
Harold McCormick Elementary	63,988	\$0.04	\$2,559.52
East Side Elementary	51,733	\$0.05	\$2,586.65
Wet Side Elementary	43,559	\$0.05	\$2,177.95
Central Office	21,706	\$0.04	\$868.24
Totals	452,146		\$20,718.51

Elizabethton City Schools shall have no payment obligations at the time of execution of this LOC, but acknowledges that the fee indicated shall be incorporated into Trane's project costs (must exceed \$1,000,000 dollars), in the event Trane and Elizabethton City Schools execute an Energy Performance Contract. Should Elizabethton City Schools decide not to move forward with an Implementation Agreement with Trane within **ninety (90) days** from the delivery by Trane of the Detailed Technical Energy Analysis, Elizabethton City Schools shall pay the Energy Audit Fee within 30 days following the delivery of the Detailed Technical Energy Analysis by Trane or an earlier termination of this Letter of Commitment by Elizabethton City Schools, whichever comes first.

We look forward to working with you.

Customer Representative	Trane U.S. Inc.
By: Mr. Richard VanHuss	By: Ron Payne
Signature	Signature
Title: Director of Schools	Title: General District Manager
Date	Date

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane Canada ULC for Work performed in Canada, and Trane U.S. Inc. for Work performed in the United States.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY’S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counter-offer will be deemed accepted. Customer’s acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer’s tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company’s option, the order will be cancelled. Any delay in shipment caused by Customer’s actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.

4. Exclusions from Work. Company’s obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

5. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer’s expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

6. Payment. Customer shall pay Company’s invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

7. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

8. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site’ owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company’s access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer’s building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer’s request.

9. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company’s representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer’s failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

10. Permits and Governmental Fees. Company shall secure (with Customer’s assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company’s subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

11. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

12. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company’s cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

13. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement (“Pre-Existing Conditions”), including, without limitation, damages, losses,

or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

14. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

15. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

16. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead)

17. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

18. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

19. COVID-19 LIMITATION ON LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.**

20. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

21. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

22. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

23. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

24. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

25. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

26. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

27. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0720)
Supersedes 1-26.251-10(0620)

September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the Board,

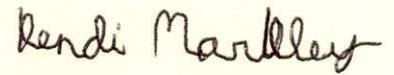
Hi. My name is Kendi Markley, and I am eleven years old. I attend West Side Elementary, where we don't wear school uniforms. I believe that uniforms are a terrible idea. I don't understand why some schools require them because it seems unfair. There are many reasons uniforms should not be required in schools.

I know many people who would agree that uniforms are awful. My mom works at East Tennessee Christian Home and Academy. It is a home and private school for teenage girls. I also have lived there my whole life. The girls have to wear uniforms to school. They say they are uncomfortable. Also, they get super excited when they do not have to wear their uniforms to school. I feel like they would be scratchy and I would be miserable all day. I have never met a girl who liked wearing school uniforms. Additionally, I feel like uniforms don't let you express your individuality and creativity. I'm glad we don't have to wear uniforms because I would miss seeing my friends' unique styles.

I know as the school board, you make decisions that are best for the students. You may have children or grandchildren at home. Therefore, you know how important it is for kids to feel comfortable and to be able to express themselves in what they wear. For

me, I have a hard time focusing if I am hot, itchy, or uncomfortable. Thank you for taking the time to listen to my concerns. I appreciate all you do for West Side Elementary.

Sincerely,

A handwritten signature in cursive script that reads "Kendi Markley".

Kendi Markley

September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

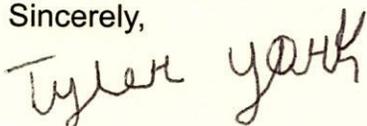
Dear Ms. Booher and Members of the Board,

Hello! My name is Tyler York, I like to ride 4-wheelers and play baseball! Today I would like to share my thoughts on school uniforms! I actually don't like the idea of school uniforms for myself. School uniforms look so uncomfortable to me and not the coolest! However, I can think of some reasons they could be a good choice for some.

The appearance of school uniforms has never looked comfortable to me. In shows I have watched, they look so stiff and dressy that I could not imagine myself having to wear them on a daily basis. The benefits however would be not having to worry about having to pick outfits daily and make sure they are clean and the cost of buying different clothes!

I appreciate my school board for making the best choices for our school. Right now, I appreciate having no uniforms required in our school! I hope that the school board keeps considering the students' opinions, I find that respectful! So, thank you school board for being so awesome for your students!

Sincerely,

A handwritten signature in black ink that reads "Tyler York". The signature is written in a cursive style with a large, stylized "Y" and "K".

Tyler York



September 2, 2020
Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the Board,

My name is Madison Lewis, and I think so
They just show the school colors. The uniforms might
hard to wash every night. These are some of the reasons

The second reason is that although they are your
own personality. You will all look the same and that
and wear what they want. They should wear appropriate
be comfortable. This is why I think uniforms should
These are my reasons. The reason why I have the
, because uniforms might be itchy some. The reason
whether or not we have school uniforms. This should
happen in the future.

My connection is that we both went to school. This
because they had to go to school to get the job. They
wear uniforms schools. This is how much work to keep
I don't want to wear uniforms is because. Thank you

Sincerely,

Madison Lewis

Madison Lewis

September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the Board,

My name is Luke Churchill and I think we should wear school uniforms. They show that we are in one school and they do not cost much money. Students will not be late because they will not have to choose what to wear every day. Another reason would be that they would not make people feel bad if someone had better clothes than them. These are the reasons I chose.

The first reason I chose was that it shows that we go to the same school. They show unity. And I think that would be great. If there are visitors in the school it would look nice seeing everyone wearing the same thing. That is why I thought it would be great!

Another thing would be that some people with better clothes would not make some kids feel bad. We could eliminate that by wearing school uniforms so everybody would be wearing the same thing. That would make everyone feel better about their clothes. That is why I chose this reason.

Thank you for listening to my statement and I hope we are able to wear school uniforms. And I think that wearing school uniforms would make Elizabethton city schools better. And thank you again for listening to my statement.

Sincerely,

Luke Churchill

Luke

churchill

September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the Board,

My name is Madison Barnett and I am ten years old and I go to school at West Side Elementary. I strongly believe that West Side Elementary should not have to wear school uniforms. The reason I feel this way is because each student is unique in their own way. Another reason is that uniforms to some people are not comfortable. That is two reasons why I strongly believe that we should not have to wear uniforms.

I strongly believe that West Side Elementary should not have to wear school uniforms. We live in a country where we have the freedom of choice and I would choose to not have uniforms. Uniforms are not always comfortable to some students, each student can not be unique in their own way and teachers tell us to be unique and one way of being unique with our clothes. Uniforms do not make students learn any differently. And if we wore uniforms the teachers would not be able to tell us apart.

As members of the school board I encourage each one to listen to my cons of having to wear school uniforms. At one point in each one of your lives, you were students like me and would have wanted to choose what you would want to wear to school each day. My parents let me pick out the clothes that I like and fit my

personality. And that is why I would not like to wear uniforms. This is my point of view for wearing school uniforms. Thank you for considering my point

Sensely,

Madison Barnett

Madison Barnett

September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the Board,

My name is Daizee. I am in the fifth grade. School has never been my strong-suite so this might not be the best, but I will try. *..new paragraph starts here)*

Lets go ahead and start on this opinion letter. Now my opinion is that I really dont think kids should HAVE to wear a uniform. I think it should be a choice. If a kid wants to wear one they should get to, but if someone doesn't want to then they don't have to. If a kid doesnt have money to buy clothes for school, then a uniform should be there so they can wear it. The reason why I feel this way is because kids who don't have clothes shouldn't have to worry about not having clothes to wear to school. I think that kids who have enough money should get a choice to wear one or not. It shouldnt be a fight between parents and teachers if someone doesn't want to wear one, and they are required to. Here is why I feel this way.

I don't ever want anyone to have to worry about having clothes to wear to school. That would feel terrible. People who have the money to buy clothes should have to get a choice to wear one. I also think that if you do choose to wear one, you shouldn't get stared upon. I know that some people will make fun of others. I think that it shouldn't be a "funny" or "cool" thing to do. I really don't want to wear one because, first off there

uncomfortable,second there not really pretty either.Plus all the money that our parents spent on shoes and clothes will really go to waste.We only go to school two times a week,so even if we did have to wear one it wouldn't be officiant.Ya it might be cool to match with your friend but it wouldn't be cool to wear something uncomfy and ugly all 8 hours at school.This is just my personal opinion so i'm just putting out my input. But whatever they decide I guess I'm ok with it.

Sincerely, Daizee Greene

Daizee Greene

September 2, 2020

BooherElizabethton City SchoolsCha
Members of the Board of Education
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the Board
My name is gabriel I am 11 years old and I am writing this letter
To tell you about my opinion .

and this is my opinion about school uniforms

I think that there should not be school uniforms also it would be hot and sracey and
unconvtedand and also the shirts would uncourturd because of the tag

And school uniforms would be uncomfortable.

Thank you f

Gabriel
Lopez

August 30, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the Board,

My name is Camille Digby, but everyone calls me Millie. I am a fifth grader at West Side Elementary School. I do not think students should be required to wear school uniforms. Students are creative and unique, so in my opinion, they should show it. I have some reasons to help show my opinion.

Creativity has a big impact on the imaginations of children. Kids can express themselves through clothing. Each student is unique and should be able to show his or her personality. Some students may not want to wear the particular clothing. Of course, they would still have to wear it. You don't see schools of fish wearing bow ties against their will.

I know you work very hard for us, and I am very thankful for you. I know I've been talking about my opinion, but I will support whatever you decide. I would not want to be under immense pressure for this decision, so please, don't be either. Thank you for reading, please consider my thoughts.

Sincerely,

Millie Digby
Camille Elisabeth Digby

September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the Board,

My name is Logan and this is why I don't like school uniforms. I do not like school uniforms. I feel this way because it would be too much work. And if you lose it what happens? Keep reading to find out why else.

I do not like school uniforms. The video gave me more ideas. If the temperature changes what are you going to do? It probably feels uncomfortable. Also it would be hard to remember. I still think it's not a good choice for a uniform.

Do you not like school uniforms? I'm in common with it feels uncomfortable. If the temperature changes then what? And it probably feels uncomfortable. And that's why I don't like school uniforms.

Logan Jenkins



September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the Board,

My name is Saige Rose. I'm in the fifth grade at West Side Elementary School. I'm going to give you my opinion on school uniforms, whether I want to wear them or not. I don't want to wear school uniforms, because it doesn't feel right to me. I like wearing my clothes, because they feel right to me. I like to wear my own clothes, because they won't make me itch. I chose this because I love wearing my own clothes. People may have other opinions about wearing school uniforms, but I don't like them, because I feel that they don't look good.

I wouldn't look horrible in a school uniform. People would think that you might look good or you might look bad. You might look good like me, or you might look bad like me, sometimes in the morning. I like my clothes, because I am a big fan of choosing my clothes. I like wearing clothes that are mine that I picked out.

Some of the uniforms look like they feel itchy and rough. I like what I'm wearing every day, soft and smooth. If every day somebody says I look bad that might be their

opinion, but that is not my opinion. I wrote about this because I don't want to wear school uniforms. But the other students might have other opinions.

I don't want to wear school uniforms and that is my opinion.

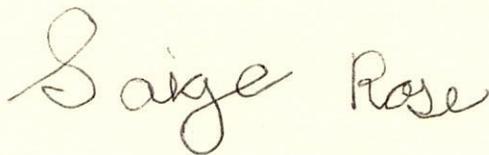
What I wrote about in the paragraphs above. I hope it will tell you about why I don't want to wear school uniforms.

1. They don't feel right to me.
2. They look like they are rough.
3. Most school uniforms look tacky.

These are the reasons why I chose not to wear uniforms. Please understand these are my opinions. I am willing to debate any issues that you may have with my opinion. Thank you for your time in this matter.

Sincerely,

Saige Rose

A handwritten signature in cursive script that reads "Saige Rose". The letters are fluid and connected, with a large loop for the 'S' and a distinct 'R'.

September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the Board,

My name is Isaiah Grindstaff, I am in fifth grade at West Side Elementary. I am writing this letter to tell you how I feel about the school uniform issue. I feel it is very unnecessary to have school uniforms. I think that kids show a lot of their personality by the way they dress and the way they have their hair done. If every kid dresses the same could a teacher really tell anything about them?

I really do not think a teacher could learn anything about what a kid likes if we were all dressed the same. If I were to wear a white t-shirt everyday, would a teacher or other kids know that I loved to play baseball or that I like Alabama Football? No, they would not. Teachers always are asking us to be creative. If we have to wear uniforms, we can't be creative with our clothes, or show our feelings through what we wear. This would also remove special days that we get to have at school currently. Days like, pajama day, field day, and others. I mean who wants to have field day in a uniform. Yuck.

I really want you to take good luck at what I have said before you make a decision. I know you all make a lot of hard decisions each year, but please think a lot about this one. I know that this will cause a lot more policing of students, and could lead

to kids who can't afford uniforms and others to be made fun of. I really don't want that to happen to those kids. Thank you for taking time to read this. Please consider not doing school uniforms, not just for myself, but all the great creative kids and the teachers that love them.

Isaiah Grindstaff

September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the Board,

My name is David, and I am a fifth grader at Westside Elementary. I think that if I had a school uniform, I would jump off a mountain. School uniforms would take away my creativity and I wouldn't be creative anymore. I would like to share some support about my opinion with you.

I would hate having school uniforms. When I saw a video about them, they looked like a huge pain. You would have to wash them every night. You would not be able to express yourself. You would have to wear the same thing over, and over, and over. They might be cool colors, but what happens if they're uncomfortable? You would not be able to wear anything else! I rest my case.

Thank you for making the huge decisions for the schools of Elizabethton. We both want what is best for the school, so that is why I think school uniforms are a horrible decision. If we had school uniforms, kids would not have pj day or hat day. We would have to wear one thing every week. Thank you for reading my letter.

Sincerely,



David Wright



September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the Board,

Hello my name is Owen Jack. I am ten years old, I am in 5th grade, and I go to school at West Side Elementary School. I don't think we should have school uniforms. It would be good in some ways in some ways, and it would be bad in some ways. I don't think we should have school uniforms and this is why.

This is why I think we should not have school uniforms. Schools want kids to be creative and clothes can be very creative. School uniforms can be very expensive. These are the reasons why I think we should not have school uniforms.

Finally I know this has been a tough decision but thank you all for all your hard work. No matter what you pick I will support your answer. These are the reasons I think we should not have school uniforms. Thank you for reading this. I hope this encouraged you to think we should not have school uniforms.

Sincerely,

Owen Jack

Owen Jack



September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the Board,

My name is Joey Cecil. I am a fifth grader at Westside. I am writing this letter about whether or not we should wear school uniforms. I strongly believe school uniforms would not go well. There are several reasons why I think we should not wear them.

I don't think we should wear school uniforms. You wouldn't be able to tell who is who. We would have to wear the same clothes everyday. Although they would look nice, I would like to pick out my own clothes, because it shows who I am.

Thank you all for reading this letter. I know you all are very busy taking care of the schools. I really appreciate you listening to my reasons for not wearing uniforms. I don't think you would want to wear them either. Thank you again.

Sincerely,

Joseph
Joseph Cecil



September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the Board,

My name is Isabella Hughes. I'm in fifth grade and I'm eleven years old. I go to West Side Elementary School. This is my last year in elementary school. My opinion is that it would be cool to have school uniforms. And here's why I feel this way.

I am for school uniforms. It would be cool to match all my friends. It would make the students pay attention to school work instead of talking about what they were going to wear the next day. It would be easy for parents, because they wouldn't have to pick out an outfit for their children in the morning. They would wear school colors and it would be good school spirit! It would save money for parents so they don't have to continuously have to buy outfits. No one would get bullied for their style. School uniforms would be the greatest breakthrough to ever occur!

Working for the school board would be a difficult role, so I appreciate your efforts. I think people that work for the school board are so cool! A cool school uniform would be a skirt and a shirt with our school colors and some shorts or jeans with again

our school colors for boys. Thank you so much for reading my letter and working so hard!

Sincerely,

Isabella Hughes

Ellie

September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the school board, My name is David Rex Colbaugh. I think that school uniforms would not be good for our school. Especially this year because, the hybrid schedule. We don't get to see each other so I don't really see the point in school uniforms. If we were not on a hybrid schedule I would still not want school uniforms.

I would still not want uniforms if we were not on a hybrid schedule because, they are to expensive to buy. Our school colors are orange and black and we can just find those colors of clothes and wear those. I would also not want school uniforms because, we would all match. School uniforms is another thing to keep up with. You would have to wear the same thing everyday.

School uniforms would not be the worst. I could consider wearing them but i don't want to. There is a lot of parts to a school uniform. There is socks, shoes, pants, shirt maybe vest, and we have to wear mask already.

Sincerely,

David Rex Colbaugh

Rex

September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the Board,

My name is Channing Medina. I am a fifth grader at West Side Elementary School. I strongly oppose the use of school uniforms in public schools. I feel that they would be extremely uncomfortable, causing for distraction during learning. I will share with you some of the reasons why I believe this would not be a good thing .

I believe that school uniforms would not be a good idea for our school. There are many reasons why I believe this but the most important is the comfort factor. I'm an Under Armour fan, and I like loose, athletic type clothes. School uniforms are completely different from this and the feel of the fabric would be very distracting for me. School uniforms would take away from our own individual comfort, feel and look. The clothes that we choose to wear fit our own personalities with looks and feel.

I understand as the board you want the very best for us. I know you want to make the best decisions for our school. While we both, are debating what would be best, I hope that I have given you a solid reason for my concern in the school uniform debate. I want to thank you for taking the time to read this and consider my thoughts on the matter. In closing I know you will make the best decision.

Channing

September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the Board,

My name is Natalie Campbell, and I am a student at West Side Elementary in the fifth grade. I strongly believe that Elizabethton City Schools should not require students to wear uniforms. I believe we should avoid uniforms and be allowed to wear what we want to wear. It isn't fair that we don't get to pick clothes that we like. Students like comfy clothes to help them get through the day.

First, uniforms shouldn't be required because the school dress code is already in place to keep students safe and dressed appropriately. The reason we should not wear uniforms is because we already have a dress code that allows students to choose what to wear without bothering other students. We can be creative and choose what we like to wear. Another reason we shouldn't have to wear uniforms is because we can't celebrate special events like pajama days. This has been working for many years.

I hope the members of the board will take this into consideration when making their decision about school uniforms. I know all of you want students to be happy and enjoy coming to school. As a student, I enjoy being able to express myself in my choices of clothing and celebrate special occasions. Please consider these reasons and

the opinions of our students. I appreciate your time in reading this letter, and I look forward to hearing that you have chosen to keep our dress code in place.

Sincerely,

Natalie Campbell

September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the Board,

My name is Andrew Alexander and my opinion is that we should not wear school uniforms. Kids need to express themselves. Clothes are important to kids. The color of clothes is the way kids feel. If a kid wore black that would mean he/she felt bad. Yellow means feel happy.

I think kids should not wear school uniforms. I choose to write this because I don't want to wear school uniforms. I think school uniforms are itchy. You look like everyone else. You don't stand out from other kids. We don't get to change clothes.

You as the board have the power to give us uniforms. We both want what's best for people. The uniform will make me itchy. We will also get to be free. Thank you for consideration.

Sincerely,

A handwritten signature in black ink that reads "andrew alexander". The letters are lowercase and written in a cursive, slightly slanted style.

Andrew Alexander

Abstract

September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the Board,

My name is Kennedy Brumit. I do not think it is a good idea to wear school uniforms. You would not be able to wear any of your fun clothing. Also you would not be able to show off your new clothes. Even if the uniforms are super cute it is the same thing every day.

I do not think it is a good idea to wear school uniforms. How are we going to remember to keep them clean! You would have to remember to wear them every day. You would not be able to wear unique clothes any more! It is not a good idea to wear school uniforms.

I understand why you think it may be a good idea to wear school uniforms. You would not be able to know who is rich and who is poor. You would not be there for a beauty pageant you would be there to learn. Everyone would be treated the same. It is important to me to show who I am but thank you for hearing me out goodby.



September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the Board,

My name is Shamiso N. Tshuma and I have a strong opinion about school uniforms. My opinion is that we shouldn't have uniforms for school . I feel that having uniforms would hurt people's sense of pride and uniqueness .Me thinking about uniforms is uncofreibal because we might have to wear dresses. Read on and I'll tell you why.

School uniforms are a bad idea. The thoughts that were going through my head were not all good when I heard school uniforms. First of all students will not be able to express themselves by their clothes because they will be wearing school uniforms. Some special days might go away because we might have to wear uniforms. If they have a problem with the clothes someone is wearing ,they can address it with the dress code. Plus students have to follow tons of rules already . So there would be no point in making us wear uniforms . Please don't make us wear school uniforms.

Thanks for reading my opinion. I appreciate your time and patients . I noticed something we both have a strong opinion.haha. Since I did not tell you about me now I

will. I am in 5th grade I go to WestSide elementary school. I am soon to be 11 but I am
10. Thanks and hope you get something from this no uniforms .

Sincerely,

Shamiso Tshuma

Shamiso Tshuma

September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

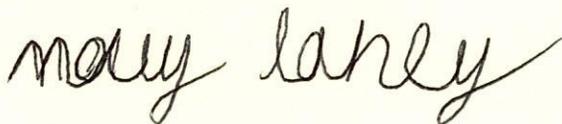
Dear Ms. Booher and Members of the Board,

My name is Molly E. Laney. I think it is a bad idea. If we had school uniforms people would have to wear the same everyday. I don't think that students want the yearbook to have everyone wearing the same thing. I am a kid that likes pajama day. Would they have us wear pajamas on pajama day? People like to express themselves with clothes.

Students would have to change for gym. If you didn't have school uniforms then you would not have to change for gym. If the uniforms were damaged then you have to buy new clothes. If these clothes are fancy then they would be pretty expensive. People that don't have much money would have to pay for expensive clothes. If they had more than one kid then it would be a couple hundred dollars. Parents would have to buy multiple that can get pretty expensive.

I also don't think the kids want to wear the same thing every day. What do we do for picture and pajama day? Most kids like pajama day. Would everyone in the yearbook look the same. I don't think won't have everyone have the same thing on. In conclusion I don't think that people won't wear school uniforms.

Sincerely,

A handwritten signature in cursive script that reads "molly laney". The letters are connected and fluid, with a prominent loop at the end of the last name.

Molly Laney

September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the Board,

My name is Ava Sheets. I am 11 years old, I love cats and frogs.

I love to go fishing. I also love to play on four-wheelers but I don't like dogs.

The most important thing is, I hate school uniforms, I like to have my own style and if we have school uniforms, they probably will not be my style. Who ever made school uniforms obviously won't have to wear them all day like we will.

I know for a fact that uniforms are not necessary. I believe they trap a student into being a person that they are not. Why would any school system want to take away a kid's individuality? Why would they want everyone to be the same when we all are different? I ask you from personal experience, have you ever had to wear something the same every single day? And if so, did you enjoy your style to be taken away?

As a student at West side I vote NO on school uniforms. I like picking out my stuff. I think it makes me a better and stronger kid and gets me ready for the world. I know that all the kids in my class like to have their own style too. That is what makes us who we are. Please don't make us wear uniforms, it's very important for kids to know that it is ok to grow up and have their own voice.

Sincerely,

♡ Ava Sheets ♡

Ava Sheets

September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the Board,

My name is Ashton Whitney. I am a fifth grade student at Westside Elementary School. I have weighed the pros and cons, and I have concluded that school uniforms would be a horrendous idea. I would never like to wear school uniforms. In my opinion whoever first brought up the idea of school uniforms should be shipped off to space. School uniforms have too many cons to be a good idea.

School uniforms have many problems. First of all, they would completely destroy individuality. God made us all unique and I think that we should stay that way. Secondly, parents would have to spend more money on uniforms. Being the son of two parents and hearing their grumbling when we have to buy school supplies, I know that school uniforms would be too expensive. I think that by not having school uniforms we could put less pressure on parents with tight budgets. Finally, wearing the same thing every day would be more boring than Barbie Dolls and makeup!! I hate being the same as everybody else, and not being able to wear what I want. I have never heard anyone in my class say that they like the idea of wearing school uniforms.

Thank you so much for reading. I would really appreciate that you consider what I wrote. Additionally, please acknowledge that here at West Side we really appreciate

your work on the school board for making E.C Schools the best learning environment it can be. You guys are great leaders for our community. Once again, thank you for reading my letter.

Sincerely,

ashton whitney

Ashton Whitney

September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the Board of Education,

My name is Addison Merryman, I am in fifth grade, and I am writing this letter to you in this way because uniforms make everyone feel like people, but not me. Keep reading.

Hello again, I will tell you why I don't like uniforms because they make everyone feel like they are in their own way, so they should encourage students to be creative. I have a stomach ache and I want to be able to wear my own clothes.

Uniforms should be made to fit everyone's tastes in clothes, so a lot of kids are having a hard time. I know that it's a very hard decision, but I know that it's the right decision. That is why I don't like uniforms.

Sincerely,

Addison Merryman
Addison Merryman



September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

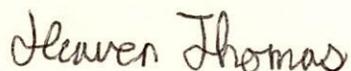
Dear Ms. Booher and Members of the Board,

My name is Heaven Thomas. I am in 5th grade and I am 10 years old. I think uniforms make me feel sick. I think we should throw uniforms into the trash. My feeling about uniforms will be in the next two paragraphs.

I think that uniforms are disgusting. If you get stains on it it will not come off. I think it would feel weird if we wore the same thing every day to school. I think that uniforms are the worst. People should get rid of uniforms. They are boring :).

Uniforms are weird. We should be able to wear our own clothes. We should have a dress code. Whoever made uniforms should blast into space. MY OPINION OF UNIFORMS.

Sincerely,

A handwritten signature in cursive script that reads "Heaven Thomas".

Heaven Thomas.



September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the Board,

Hi! I'm Keats Mink, and I am a fifth grade student at West Side Elementary School. I would like to tell you that I think school uniforms are a terrible idea. I am a person who likes to express myself with the way that I look. I think if I had to wear the same uniform everyday, expressing myself would be really difficult. I would like to share my thoughts about school uniforms with you.

There are a lot of reasons why school uniforms are a bad idea. My teacher shared a video with us that made me think school uniforms are a horrible idea. If students wear school uniforms they can't be as creative with what they wear. You might be uncomfortable in a school uniform that you have to wear every day. If you do after school activities, such as running club, you would have to have two sets of clothes, because you couldn't run in a school uniform. You might get a school uniform that is not your style. If you like athletic clothes and got a fancy uniform, you might not want to wear it. I think school uniforms are about as terrible as being put in a cage full of spiders

I know you have a lot of decisions to make as a member of the school board, so I would like to thank you for reading this. Do you have to wear an uncomfortable uniform

to work? I wouldn't want to wear a uniform to school. Thank you for including my thoughts in your decision.

Sincerely,

Keats Mink

September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members

My name is Bela Blackwell. I am a young girl who loves to wear uniforms to wear at school. I think you choose to bring uniforms to school and more like I am in a group of friends that match my best friend. It will be hard to imagine that I am mimicking a spy. In addition to how I feel about

I think it would be great to have uniforms so we do not have to worry about what to wear at school. I have been thinking about how we can make school more fun like we can have activities that we feel good about themselves. We can have fun and they laugh.

I know how hard you work, so you don't have to make uniforms if it is too much to ask. We all want to see the happy faces of kids when they see uniforms, well not all kids will be happy. I personally think that uniforms will be a cool new thing that schools can do for as long as possible. Thank you for listening to my presentation about why I think uniforms are a good idea and I hope you will make them become real.

Sincerely ,

Bela Blackwell
Bela Blackwell

September 2, 2020

Chair Rita Booher
Members of the Board of
Elizabethton City School
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Mr.

My name is Ruger

School uniforms would be

school. Nobody would wear

like "You look nice today

always changing. People

to feel good about them:

Sincerely,

Ruger

Ruger Beeley.



September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members

My name is Emma Short
students should wear school uniforms
they get to wear. They can also
wear clothes that they don't like

What Do you think?

I think that students should
because when you wear a school uniform
just feel like someone in a uniform
can make you grumpy, and
students should not wear school uniforms

This is all why I do
want to be a vet someday
shirt I would be sad. This



September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the

My name is James Keene and I am emailing you to tell you that uniforms are not necessary for students who is attending private school for the uniforms. I have seen firsthand how the family struggled to find the correct uniforms. I have had a personal experience choosing what he would wear. I am presenting to you the reasons why I am against uniforms.

Upon doing research, I have concluded that uniforms in Elizabethton City Schools are not necessary. Schools want students to be creative and express themselves. Another reason I think schools should not have uniforms would be expensive and that it would not be fair. Also, days like pajama day would not be possible. Uniforms could make students feel punished for not having them.

September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the Board,

Hello, my name is Alyssa Chrisohon. I absolutely despise uniforms. I hate them because they destroy everything fun about Pajama Day the best time of the year? So why don't we fix this?

Plus, they ruin color, creativity, and uniqueness. Kids need to have to differ somehow, don't you think? After all, why can't they you see the pattern? I hope you understand me!

You know, although I have never ever worn a uniform, I Being able to choose my clothes allows me the freedom to feel comfortable. It allows my mind to concentrate on my work instead uncomfortable and paranoid that kids are making fun of me because same in the uniform as they do. Also, why are people such a far just use a dress code! It might be more beneficial than uniforms. taking the time to read my letter!

From,

September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the E

My name is Jakob Clevinger

I wrote this essay to explain why
think uniforms will be a great help to the

First, I think we should have uniforms
students could get distracted by their clothes
we should have uniforms because it would
would not have to spend as much money
to wear uniforms because it supports your

In conclusion, I really do think it is
these reasons. And I really do think it w

Sincerely,

Jake Clevinger

September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the Board,

My name is Carolina Odom, I am a 5th grade student. I think we shouldn't have uniforms. Our home clothes are comfortable for us. Let me explain more why. I am more comfortable in my own clothes than in a uniform. My mother has to wear a blue uniform everyday, and she gets tired of it by the time. I'm sure I would as well. I like to play after school. In the fall, I can wear shorts, tennis shoes, or sandals. In the winter, I can wear cozy clothes and not get cold. I feel like I could rock a school uniform. But I can rock more in my own style.

I'm sure a lot of you feel the same way I do, and agree with me. The teacher has to come up with their own decision about what to wear at school and their school. I'm sure parents have the option of sending their kids to school if uniforms are required. I would like to thank the school board for what you do for our schools. In the end, everybody has to wear what we shouldn't wear uniforms.

U
September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the Board,

My name is Arvella Nave and I am 10 years old. I go to
Elementary. I think that kids should not have to wear school
about school uniforms, I want to barf. I think that school uniforms
should be unique in their own way. I have some more to tell
kids should not wear school uniforms.

I don't think that wearing school uniforms is a good idea
to be unique in their own way. Some people like to be unique
clothes. If people had school uniforms then they would have
uniform, if they only had one uniform, they would have to wash
to buy them, the uniform could be very expensive. These are reasons
that we should not have to wear school uniforms.

These are some reasons kids should not have to wear
People like to be unique by wearing their own clothes. I think that
awful. They could be very expensive and could be hard for parents
one uniform, you would have to wash and dry them every night.
wear school uniforms.

Sincerely ,

Vella Nave

Vella Nave

September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the Board,

My name is Jaxson Jenkins. I think it is a bad idea to have that many colors. Students want to pick their own clothes for school uniforms. If kids have a problem with the clothes that are in the code, which tells them what they can and can't wear. The school uniforms.

As I mentioned above I think schools shouldn't have uniforms. There are a few good reasons why I believe schools shouldn't have uniforms. Students want to express themselves through their clothes. Schools uniforms are a great way to express themselves. Students enjoy their clothes. If uniforms they will disappear. So that's why schools shouldn't have uniforms.

My personal connection is that I like to have my own clothes. I don't like that the school picks out for me. I like to pick out my own clothes. I don't want to have school uniforms. It would probably be expensive and I don't want to have school uniforms. Parents won't have to spend much money if they don't have school uniforms.

Sincerely,

Jaxson Jenkins

Jaxson Jenkins

September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the Board,

My name is Ashton Bates

September 2, 2020

Chair Rita Booher
Members of the Board
Elizabethton City School
804 South Watauga
Elizabethton, TN 376

Dear Ms. Booher and

My name is Nicholas

In my opinion uniforms

Uniforms don't let students

reasoning.

I believe that

uniforms. Uniforms

same and take away

uniform and I will die

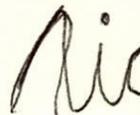
The Board of

of you have children

wardrobe choice for

shirts. Thank you for

Sincerely,

A handwritten signature in black ink, appearing to read "Nic", written in a cursive style.

Nicholas Potter



September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the Board,

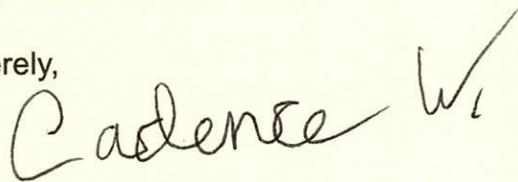
My name is Cadence M. Wakefield of Mrs. Blevins 5th grade class at West Side Elementary. I am 10 years old and I like cats, dogs, and birds. I think that school uniforms are an atrocious idea. Uniforms are a depressing topic for most students. Although you may have already made up your mind, I encourage you to hear me out on the school uniform proposal.

I think that the idea of uniforms is an appalling attempt to solve the problem of students dressing inappropriately at middle school. I believe that it is in the Board's best interest to keep students happy and creative, but uniforms suppress that. Students with problems like autism can express themselves by using colors and styles of clothing. That can solve problems with communication between those students and their teachers . Some students may not be able to afford uniforms, and families might have to take out a loan. Meaning they may end up in debt. Also, as I said earlier, an important part of the Board's job is keeping students happy, and a great part of school is the fun days like pajama day. Think about what would happen to days like that if we all dress in the same no-nonsense outfit every day. They would be depleted! Also, more to the student's personal interests, certain people wouldn't look good in certain clothes and

colors. All people have styles that compliment their natural style. Also think about how strict the dress code already is. You could reinforce the code by having rule-breakers go to detention, but i think it is unnecessary to make more rules instead of securing existing ones. Plus it's so much paperwork to make school uniforms required, am I right? I mean they are probably the worst thing to waste your time on. Also they would probably cause an apocalypse.

I know it's hard running an entire school system making hundreds of crucial and semi-crucial decisions. You must be so strong. Once when I directed a play, I had to read through hundreds of lines and have to choose the ones that would be best for the production. I bet you feel the same way with requests for rules, options, and changes, and then declining and accepting them. Thank you so much for spending your valuable time reading this document.

Sincerely,

A handwritten signature in cursive script that reads "Cadence M. Wakefield". The signature is written in black ink and includes a large, stylized initial "C" and a checkmark-like flourish at the end.

Cadence M. Wakefield

September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the Board,
My name is Jime

studies at west side school. It is really fun to
play outside and I like math. It is fun. And re
happy. To do it I have 3 sisters. I think that ur
can not be different and all of us will be all the
boring. And not fun at all it makes everyone l
super bad and bad for you.

of us were different clothes everyday and tha
the same clothes that look weird all of us go c
and buy clothes. And it's fun getting new cloth
better and if we can not get any clothes that a
clothes is fun. And wearing the same clothes e
the school year boring. We have fun days like
wear uniforms on those days so that we have r
to give us a break. We already have a lot with c
are going to die. I mean we wasted a lot of

Am gl

: there's amazing stuff here in

bad it more fun to were not wear

September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the Board,

My name is Cooper Cole. I do not want to have uniforms. I don't think it will be necessary to have uniforms. I think it's a silly idea to have uniforms. People would much rather wear their new clothes that they got for christmas, or something. I would just want to be normal.

I feel this way because nobody would want the responsibility of keeping it. The reason why is because you have to wash it every night. I would rather just grab something out of the closet. If it got torn you would have to fix it your parents would Get mad.

You do a good job of making decisions for us. You are an amazing school board.

I like making tough decisions. If we do have uniforms they better have a tuffy.

Sincerely,

Cooper Cole

Cooper Cole

September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the Board,

Hi! My name is Ada Shelby, I go to the West Side elementary school, I am 10 years old. I am against uniforms because they aren't representing ME what I would choose to wear everyday. There aren't any actual words describe uniforms. They make me feel icky because I like them but I don't like either.

I am against uniforms because they aren't representing me. I am against uniforms because they won't make any sense to wear them. They honestly won't represent school, because WE represent our school and NOT uniforms. All they look like we're copying each other. WHICH is boring, because I don't want to be like everyone else, Like- No thanks! I'm Good!

I know being on the school board is NOT easy, but yall still make it worse. School uniforms are a weird way of representing something or someone. Thank you much for taking your time to read my opinion for whether we should have uniforms or not.

-Ada Shelby

September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the Board,

Hi, my name is Samarra and I go to West Side Elementary School. I'm in fifth grade and the idea of uniforms make me sick. I hate being sick so that's saying something. I think that clothes allow students to express themselves so uniforms could make students feel not themselves. Let me tell you why I hate uniforms.

I think uniforms are terrible. A lot of times students use clothes to express themselves, so if uniforms were required some students may hate them. Also, if uniforms were required what would happen to dress up days? Some students' parents already spend a lot of money for school, so if uniforms were expensive kids may not be able to afford them. Imagine spending all summer looking for clothes but realizing you have uniforms. I think that uniforms would be the worst thing to ever happen to schools.

Thank you for reading my letter. I appreciate that you took time out of your day to read my about my opinion on uniforms. I know how you feel running things. My mom is the boss of an electric company, and she's very busy. Thank you for reading my letter. I hope my letter has convinced you that school uniforms are a terrible idea.

Sincerely,

Samarra Watson

Samarra

september 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the Board,

My name is Diego Lopez. I have a brother and sister and 2 dogs. I do not like that there is a school uniform. We should not wear school uniforms because we have to show personality. I think we should not wear uniforms.

I think that you should be comfortable at school. Uniformes are not comfortable. I do not think we should not wear uniforms.

Your mom will have to wash clothes every day. You can not show your personality. You can't show your favourite color. I do not like to wear a uniforms.

If September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the Board,

My name is Ava Rogers. I am 10 years
should have uniforms. I feel this way, because
That is only the first part of why I think we sho

The reason why I said we should have uniform
responsibility. I feel like when I get home I just
uniforms then we will have to take care of ther
rainbows.

I really want to wear uniforms, because it will
you have to wear skirts. I love wearing skirts.
clothes in the morning. That is why I think we

Ava Rogers

September 2, 2020

Chair Rita Booher

Members of the Board of Education

Elizabethton City Schools

804 South Watauga Ave

Elizabethton, TN 37643

Dear Ms. Booher and Members of the Board,

My name is Joshua Broc Mosley. I do not feel that uniforms would be beneficial for anyone in our school system. When I think of uniforms I think of everybody being the same. I think everybody looking the same would be bad because everybody is different in their own way and should be allowed to express it. I want to tell you more about why I feel this way about school uniforms.

I have strong feelings about the requirement of school uniforms. I do not want uniforms because everybody should be unique in their own way, and you cannot do that if everybody looks the same. If you are on the playground it would be hard to find your friend if everyone has on the exact same clothes. You cannot have dress up days for Halloween and other special occasions if you have to wear school uniforms every day. Also if we had to wear uniforms it would be expensive for parents to pay for new uniforms every time their children grew a little bit.

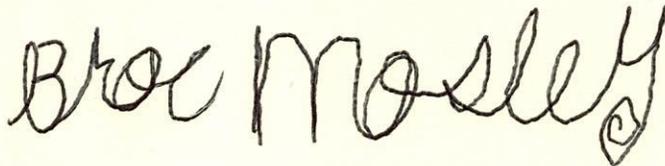
Other people may like uniforms, but I think they should not make uniforms a requirement. I believe that uniforms take away from someone's ability to express themselves. As we become older, our sense of individuality shows through in our style of clothing. If that is taken away then children or adults feel that they have lost an element of their freedom. At home my sisters always try to dress how they feel. If we wear school uniforms you cannot express yourself. Thank you for taking the time to read this and I know if you make school uniforms a requirement it would be for a good reason.

Sincerely,

Broc Mosley

5th Grade Student

West Side Elementary

A handwritten signature in black ink that reads "Broc Mosley". The signature is written in a cursive style with a small heart symbol at the end of the last name.

September 2, 2020

Chair Rita Booher
Members of the Board of Edu
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Memb

My name is Robbie C
uniforms would just be in the
think I would like to wear one

I am against school uniforms
Wearing a uniform would jus
be another rule to follow. If
couldn't tell us apart.

I am sure that you will agree
in school you didn't have to
my own clothes. Wearing a u
state my opinion on school u

September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the Board,

My name is Marshal Holtsclaw and my
I do not like soccer or tennis and I am 10 years old
that I am against school uniforms at Elizabethton City Schools
uniforms. School uniforms make me feel sick and I
should not wear school uniforms because they are expensive
talk about school uniforms if you want to know more.

I'm against school uniforms. My brother is against
uniform to work in. School uniforms would be too expensive
even more money. It would cost the school extra money
the worst thing to happen at WSE ever.

The School Board is very hard everyone is against
the people that work at the school thank you. If you
like to have orange and black shorts and shirts.

the shirt and shorts too. Thank You for reading my letter and thank you for all your support at school.

Sincerely

marshal Holtsclaw

Marshal Holtsclaw

September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the Board,

My name is Deven Patel, and I am a fifth grade student at West Side Elementary. I am against wearing uniforms at school for many reasons. I feel like we shouldn't wear uniforms at school ever or everyday either. I feel like wearing uniforms is horrible and that we should never even talk about it at this point in time. I would like to talk more about reasons why I don't like to wear uniforms.

I would never and I don't like to wear any uniforms including school uniforms. The reasons I am about to share led me to this opinion because they are talking about my cons on why I don't like wearing school uniforms. The reasons are that uniforms make me feel awful, because I kinda like style I guess, they are usually very cozy, so if we are going outside to play, we are going to be sweating and dieing from the heat. The clothes that you brought to school before you had uniforms are now going to waste. They are also used for responsibility, so for example if your clothes get dirty, you are probably going to get into trouble. I am going to inform you about more information that is important in the next passage.

I don't think that students should have to wear uniforms to school. I think that a lot of people are going to say that wearing uniforms is terrible and that they should never put them into the school system, and I think that, too. This is close to me because I don't want to wear uniforms and it is on my mind everyday, it makes me feel horrible. It is also close because I hate the reasons why we should have uniforms in school and also the people that want uniforms. Thank you all for listening to my reasons why we should not have uniforms in school, and these reasons should help you get the idea of if we should have or if we should not have uniforms in school.

Sincerely,

Deven Patel

Deven Patel

September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the Board,

My name is hayden

September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the Board,

Hi I am Chloe and I am 10 years old. I go to West Side Elementary school. I think it would be the most amazing thing not to have uniforms. You're probably asking why. Well without individuality no one can express themselves on how creative they are. I hate the idea of school uniforms!

I feel very strongly that there should be no uniforms. If there were uniforms there would be no pajama day at school. That is one of my favourite days at school. My brother is only in first grade and he hates being all dressed up for something other than halloween or dress up days at school. School uniforms would be the worst thing in the world. Kids can't use their creativity and express themselves.

I know you work so hard trying to help all the students so please help me get rid of the idea of school uniforms. I appreciate what you do for us. You do so much for everyone.

even the staff here at west side. I want to be able to express myself wouldn't you? So
please do not make school uniforms.

Chloe Rockett

September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 37643

Dear Ms. Booher and Members of the Board,

My name is Alondra Mora Leon and I am a student at West Side Elementary. I am 10 years old and the only hobby I like to do is to play outside. I am against wearing school uniforms. How I will feel about school uniforms. I think it will be a terrible fit with the school. I just don't like how we will have to wear uniforms on fun days. I think you should continue reading to find out why I think it's not a good idea.

I am against wearing school uniforms. How it led me to pick this opinion is that I have seen other schools wearing school uniforms, and I don't think they like the uniforms they have to wear. If they don't like it then neither will us. Parents will have to buy the uniforms and get the whole outfit. We will have to wash them once and awhile. On hot days we will have to wear jeans or pants. It will ruin fun days. I am declaring that we shouldn't have school uniforms.

I know how hard it is to work for the ECS Board. People that work for the school board are in charge of education in the city. If we do wear uniforms I think that girls could wear skirts, boys will wear pants and shorts. I hope you read my letter and thank you.

Sincerely,

Alondra Mora-Leon

Alondra

Sept

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September 2, 2020

Chair Rita Booher
Members of the Board of Education
Elizabethton City Schools
804 South Watauga Ave
Elizabethton, TN 3764

Dear Ms. Booher and Members of the E

My name is Colin Miller, and I am a student. I think that school uniforms are the worst anything in the universe. This idea comes from several reasons why I think this is r

I believe that school uniforms are why I believe that the "school uniform" express themselves and their individual whole school will not have good vibes. parents would end up paying more than come to this school any more if they do not as much money raised for the school activities. If there are school uniforms disappointment.

I want to thank you for being a you do and I think that it is a good duty uniform that would still express people

st Side Elementary.