

# ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION

## REGULAR SCHEDULED MEETING

*Thursday, April 15, 2021, @ 5:30 PM*

### Board Members

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

The Elizabethton Board of Education will meet on Thursday, April 15, 2021, at 5:30 PM in the Mack Pierce Board Room, 804 South Watauga Ave , Elizabethton, TN 37643.

#### 1. CALL TO ORDER

#### 2. MOMENT OF SILENCE

#### 3. PLEDGE TO THE FLAG

#### 4. APPROVE CONSENT AGENDA AND REGULAR AGENDA

#### 5. TIME FOR CITIZENS TO SPEAK

A. There have been no Citizens asked to address the Board.

#### 6. CONSENT AGENDA

A. Minutes of Regular meeting: March 18, 2021.

B. Approve General Purpose Fund Financial Statement, March 31, 2021.

C. Approve Federal Projects Fund Financial Statement, March 31, 2021.

D. Approve School Nutrition Fund Financial Statement, March 31, 2021.

E. Approve second reading of revised Board Policies 1.700 School District Goals and 5.100 Goals and Objectives.

F. Approve second reading of revised Board Policies 5.310 Vacations and Holidays, 5.303 Personal and Professional Leave, and 5.302 Sick Leave.

G. Approve Doctoral Dissertation Survey for Christian Johnson. Teachers survey will be completed on a voluntary basis.

H. Approve Transportation Request Form for the EHS Boys Basketball team to travel to Tampa, Florida for the Tampa Bay Invitational, December 27, 2021-January 2, 2022.

I. Equipment Disposal Request from Tammy Markland, Assistant Principal at West Side Elementary, for the disposal of four (4) Dell Optiplex 755 computers to be sent to Technology for recycling.

J. Equipment Disposal Request from Joey Trent, Director of Technology for the disposal of various copiers and printers.

K. Equipment Disposal Request from Joey Trent, Director of Technology for the disposal of various switches to be recycled by the Technology Department.

#### 7. REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS

**New Position: Victoria Nanney, Substitute Life Guard, effective April 5, 2021.**

**Resignation: Sara B. Sheffield, Custodian at WSE, effective March 17, 2021; Renee' Garland, Jr. Varsity**

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.

**Cheerleading Coach at EHS, effective April 5, 2021.**

**Transfer: Kendra G. Lewis, from F/T Instructional Asst. at ESE to Interim Teacher at ESE, effective March 22, 2021 through May 26, 2021.**

**Leave of Absence: Angela K. Taylor, Asst. to the Teacher at HME, February 24, 2021 through March 22, 2021. Erika Brooke Clawson, Teacher at ESE, March 22, 2021 through May 26, 2021; Marsha Taylor, School Counselor at HME, effective May 10, 2021 through May 25, 2021; Heather Brodio, Teacher at WSE, effective March 12, 2021 through March 26, 2021; Malarie Guinn, Asst. to the Teacher at HME, effective February 23, 2021 through April 22, 2021.**

**8. OTHER**

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

**9. REGULAR AGENDA**

- A. Approve the purchase of two (2) instructional programs for the Cyclone Learning Camps. Those are Soday System-Reading RTI Program in the amount of \$25,109.00 (\$23,172.00 for program kits and \$1,937.00 for teacher training) and Illustrative Mathematics-TIER I Math Program \$16,050.00, both programs totaling \$41,159.00.
- B. Approve purchase of Canvas Learning Management System and User Training from Instructure in the amount of \$60,675.00, using ESSER 2.0 funding.
- C. Approve 3-year purchase of CASE Mastery Connect Benchmark assessment platform in the amount of \$82,542.00, using ESSER 2.0 funds.
- D. Approve creating of an additional volleyball assistant coach position at Elizabethton High School.
- E. Approve creation of a Summer Band Coordinator position for the 2020-2021 school year.

**10. FOR YOUR INFORMATION**

**11. NEXT REGULARLY SCHEDULED BOARD MEETING**

- A. The next regularly scheduled Board Meeting will be held on Thursday, May 20, 2021 at 5:30 p.m. in the Mack Pierce Board Room in the offices of the Elizabethton Board of Education, located at 804 S. Watauga Avenue, Elizabethton, Tennessee

**12. ADJOURN**

ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION  
REGULAR SCHEDULED MEETING  
Thursday, March 18, 2021 5:30 PM  
Mack Pierce Board Room

The Elizabethton Board of Education met in a regular meeting on Thursday, March 18, 2021, at 5:30 PM, at Mack Pierce Board Room.

CALL TO ORDER

MOMENT OF SILENCE

PLEDGE TO THE FLAG

APPROVE CONSENT AGENDA AND REGULAR AGENDA

Motion was made by Danny O'Quinn, second by Jamie Schaff to approve the consent and regular agenda as amended. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Motion was made by Danny O'Quinn, second by Jamie Schaff to approve the Consent Agenda and Regular Agenda as amended to combine Regular Agenda Items 9.B. and 9.C. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Mr. O'Quinn asked that Regular Agenda Items 9.B and 9.C be combined. Mr. O'Quinn also made the Motion to combine Regular Agenda Items 9.B. and 9.C, Ms. Schaff seconded the Motion, Motion passed.

#### TIME FOR CITIZENS TO SPEAK

No citizens asked to address the Board.

#### CONSENT AGENDA

Minutes of Regular meeting: February 18, 2021

Approve General Purpose Fund Financial Statement, February 28, 2021.

Approve Federal Projects Fund Financial Statement, February 28, 2021.

Approve School Nutrition Fund Financial Statement, February 28, 2021.

Approve Professional Leave for the Director of Schools to attend the TSBA 2021 Summer Law Institute in Gatlinburg, Tennessee on July 16 and 17, 2021.

Equipment Disposal Request from Emily Morganstern, Assistant Principal at East Side Elementary School, for the disposal of a Dell laptop computer and charger to be recycled.

Approve travel for the Elizabethton High School Girls Basketball team to travel to Tampa, Florida for the Tampa Bay Christmas Invitational on December 27, 2021 through January 2, 2022.

Equipment Disposal Request from John Wright, Principal at West Side Elementary School, for the disposal of an HP LaserJet P1006 printer to be recycled.

Equipment Disposal Request from Brian Culbert, CTE Director at EHS, for the disposal of various automotive parts, stick welder, Panasonic TV, small mig welder, book shelf (badly broken), and a valve grinding machine to be recycled and trashed.

Equipment Disposal Request from Brian Culbert, CTE Director for the disposal of an automotive computer diagnostic center, red barrel fluid holder, grease machine, drill press, pressure washer and Sunscope Analyzer.

Equipment Disposal Request from John Wright, Principal at West Side Elementary School for the disposal of twenty (20) desktop computers and fourteen (14) laptop computers to be recycled by the Technology Department.

Equipment Disposal Request from Josh Boatman, Special Education Director for the disposal of a Dell Latitude Computer to be recycled by the Technology Department.

Equipment Disposal Request from Travis Hurley, Principal at East Side Elementary School, for the disposal of a Dell computer that is no longer working. Technology will use for parts.

Equipment Disposal Request from Eric Wampler, Principal at Harold McCormick Elementary School for the disposal of a laptop computer, office furniture, computer tables, document camera and a desk chair that are no longer working or usable.

## REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS

### OTHER

#### Director's Update

Thanks to everyone for being here tonight. It's amazing that we're in the last nine weeks of the school year. We're very proud of our staff and teachers. A couple items on the Agenda will be small tokens of appreciation for them.

Summer school mandated for K-8. We applied for a waiver. Summer Learning Camp for elementary schools and Bridge Camp for TAD will run concurrently and be the same length. Elementary Program for after school will work on STEM program included in the day as well. Dr. Newman and Team have worked really hard on this. Lots of teachers interested in working in these programs. Budget workshop at our next Board Meeting on April 15th, at 4:45 p.m. ESSER 3.0 has been signed into law and will know our portion tomorrow, March 19th. Stipulations in this Grant are still coming out. Construction update: Roof at TAD has picked up momentum, almost finished. Restrooms completed. Signage to be completed next week. Hardening of entrances completed. Spaces have been tremendous assets to the facilities.

#### Board Reports

Mr. Pless: Want to wish all spring sports and events the best of luck.

All Board Members declared their relationships with families working in the system due to items on the Regular Agenda affecting these employees.

#### City Council Liaison's Report

Disappointed about funding issue between the County and the City. Council Retreat in Gatlinburg for a three day budget workshop. Please let him know if there's

anything he can represent the school system on at the workshop for he 2021-2022 School Year. Thanks to Mr. VanHuss for help within the City. Tree planting along the Tweetsie Trail next Saturday. Agriculture teacher at EHS, Jerry Agan, volunteered 15 of our FAA and AG students to help, next Saturday, March 27th. Sycamore Shoals play had more students than ever participate and will be paid for the first time this year. Earth Day on the Tweetsie Trail, need signs for Trashersize. Special event for Mr. Jordan. Dave Rider Memorial signage for a Memorial Park here within the City Limits.

#### Student Liaison's Report

A few students have come to Veronica voicing concern around issues that surround students at TAD and EHS. Committee of students to have conversations around topics such as self-defense, transphobia, proper social media usage, etc. Guest speakers from other agencies. In the beginning stages now. Helping to prepare students in growing up.

We have a new successor for EHS Student Liaison for the 2021-2022 school year. Her name is Maggie Cole.

#### REGULAR AGENDA

Approve an Agreement between Elizabethton City Schools and Frantz Law Group for representation to pursue damages associated with electronic cigarette litigation. Motion was made by Danny O'Quinn, second by Phil Isaacs to approve an Agreement between Elizabethton City Schools and Frantz Law Group for representation to pursue damages associated with electronic cigarette litigation. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Ms. Owen has been contacted by a firm in California organizing a mass action lawsuit and will be joined by school systems all over the US. To hold e-cigarette companies accountable for children. If damages are awarded, we can claim detectors in rest rooms, staffing to educate students of the dangers, social awareness of the issue. No financial burden on the school system. Attorney fees taken out of damages awarded. We are only required to provide documentation. Public Health crisis. School systems are joining this lawsuit every day. We're top 10 in the country in e-cigarette usage. One device insert cartridge is equal to two packs of cigarettes. We need to be educating students and community. Companies need to be held accountable for this.

Mr. Pless: Eyeopening. Need to keep our students healthier and safer. So glad someone is leading the charge.

We can sue for past monetary damages and also damages into the future. Staffing associated with training and also with the discipline associated with these students. Approve the first reading of revised Board Policies 5.100 Goals and Objectives and 1.700 School District Goals, with mark-ups.

Motion was made by Danny O'Quinn, second by Phil Isaacs to approve the first reading of revised Board Policies 5.100 Goals and Objectives and 1.700 School District Goals, with mark-ups. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Mr. O'Quinn asked that Regular Agenda Items 9.B and 9.C be combined. Mr. O'Quinn also made the Motion to combine Regular Agenda Items 9.B. and 9.C, Ms. Schaff seconded the Motion, Motion passed.

Policies 5.100 and 1.700 go together. Big change is that the State passed legislation asking districts to focus on diversity and hiring staff. The 21-22 school year we will work together with the State in putting together a plan to be as diverse as we possibly can. Will bring back to the Board for approval.

Approve the first reading of revised Board Policies 5.310 Vacations and Holidays, 5.303 Personal and Professional Leave, and 5.302 Sick Leave, with mark-ups.

Motion was made by Danny O'Quinn, second by Phil Isaacs to approve the first reading of revised Board Policies 5.310 Vacations and Holidays, 5.303 Personal and Professional Leave, and 5.302 Sick Leave, with mark-ups. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Mr. O'Quinn asked that Regular Agenda Items 9.B and 9.C be combined. Mr. O'Quinn also made the Motion to combine Regular Agenda Items 9.B. and 9.C, Ms. Schaff seconded the Motion, Motion passed.

5.310: Staff can roll over 15 days, just for this school year, and then back to 10 days for next year. Two year process to phase back in.

5.303: Professional Employees: End of 2021 school year 4 unused personal leave days can be rolled over to four (4) full sick days. Any beyond that roll to 1/2 sick days.

Support personnel: One (1) unused personal day will be rolled to one (1) equivalent sick day. Any beyond that roll to 1/2 sick days.

5.302: Bus drivers do not receive sick leave so they will be compensated for any

unused personal days.

Approve Thomas Weems, Architect to complete plan and design work for a proposed classroom addition at T. A. Dugger Junior High School.

Motion was made by Phil Isaacs, second by Danny O'Quinn to approve Thomas Weems, Architect to complete plan and design work for a proposed classroom addition at T. A. Dugger Junior High School. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

We anticipate receiving enough funding with ESSER 3.0 to be able to complete this project. Address handicap accessibility, extra restrooms, spread students out, Building is 81 years old, classrooms are small. It will enable us to spread children out due to social distancing and who knows how long that will be an issue. This will allow Mr. Weems to begin some preliminary work on finalizing plans. Money has to be spent by September 2023. Helps us get out in the front of these projects before other school systems begin the same thing. This would be a small investment on the front-end on the school system side. When project is improved, what is done on the front-end would be included in the total project. It's exciting to see what began 12-15 years ago finally coming to fruition.

Mr. Pless: Do you remember the estimated cost all those years ago?

Mr. VanHuss: Maybe 4.7 million, but there's been an increase in building materials. Rough estimate right now would be south of 5 million.

Mr. Wilson: still have classrooms behind gym? No...those portables have been there for 50 years. This is the location of the new addition, two story, eliminate issue for handicap children. Will be able to have a couple Science and Engineering Classrooms.

Mr. Wilson: Will this addition be connected to the building?

Mr. VanHuss: Yes, this will be connected to the main building.

Mr. VanHuss: It's a need.

Mr. O'Quinn: ESSER funds does allow for capital projects?

Mr. VanHuss: Yes. All the stipulations aren't out yet, but you have to tie things in with class size, etc. 20% has to be focused on learning loss. More guidelines to come.

Approve 141 General Purpose 2020-2021 Budget Amendment No. 1 which appropriates an employee bonus.

Motion was made by Phil Isaacs, second by Mike Wilson to approve 141 General Purpose 2020-2021 Budget Amendment No. 1 which appropriates an employee bonus. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

This has been a long time coming. When Governor added BEP money for salaries, the money is not recurring so no guarantee that funding will be there. So a bonus uses non-recurring funds. No promise that BEP increase will be able to give raises. Hoping to have a BEP estimate by the next Budget Workshop in April to determine raises. Raises have been across the board and feel it's the right thing to do. We are very fortunate to have Ms. Wilson, a real asset and invaluable in this process. \$600.00 bonus for full time employees, part-time employees receive \$400.00 and pro-rated amount for those that work less than five (5) hours per week. Small token of our appreciation. Almost a quarter of a million dollars to do this. Excited to be able to do this.

Mr. O'Quinn: Most are teaching in the classroom and also teaching virtually.

Mr. VanHuss: That's the good thing about Wednesdays.

Mr. Isaacs: Support has worked a lot of long hours. Let's not forget them either.

Mr. VanHuss: Larger percentage of bonus for classified staff.

FOR YOUR INFORMATION

NEXT REGULARLY SCHEDULED BOARD MEETING

The next regularly scheduled Board Meeting will be held on Thursday, April 15, 2021 at 5:30 p.m. in the Mack Pierce Board Room in the offices of the Elizabethton Board of Education, located at 804 S. Watauga Avenue, Elizabethton, Tennessee. There will be a Budget Workshop on Thursday, April 15th at 4:45 p.m., immediately preceding the next regularly scheduled Board Meeting.

ADJOURN

Motion was made by Danny O'Quinn, second by Phil Isaacs Motion to Adjourn  
Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

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Chairman of the Board  
Schools

Director of

		2020-21	2020-21	2020-21	2020-21	Unencumbered	March 2020-21	
	Acct	Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance - YTD Act	Monthly Activity	
141 R 40110	000	CURRENT PROPERTY TAX	3,100,000.00	3,100,000.00	2,830,971.88	91.32	269,028.12	1,028,731.48
141 R 40120	000	TRUSTEE'S COLLECTIONS - PRIOR	83,000.00	83,000.00	47,238.19	56.91	35,761.81	17,075.20
141 R 40130	000	CIR CLK/CLK & MASTER COLLECTIO	18,500.00	18,500.00	9,985.53	53.98	8,514.47	3,497.25
141 R 40140	000	INTEREST AND PENALTY	24,000.00	24,000.00	12,848.37	53.53	11,151.63	4,300.43
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	239.84	6.00	3,760.16	0.00
141 R 40210	000	LOCAL OPTION SALES TAX	2,300,000.00	2,468,810.00	1,523,978.70	61.73	944,831.30	315,322.97
141 R 40275	000	MIXED DRINK TAX	18,000.00	18,000.00	9,471.93	52.62	8,528.07	1,277.77
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	338.45	56.41	261.55	20.75
141 R 43511	000	TUITION - REGULAR DAY STUDENTS	310,000.00	310,000.00	293,998.23	94.84	16,001.77	87,191.09
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	44,566.83	20.03	177,985.17	10,947.61
141 R 44110	000	INVESTMENT INCOME	20,000.00	20,000.00	3,509.26	17.55	16,490.74	661.79
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	9,585.89	0.00	-9,585.89	0.00
141 R 44990	000	OTHER LOCAL REVENUES	200.00	200.00	1,040.06	520.03	-840.06	0.00
141 R 46511	000	BASIC EDUCATION PROGRAM	14,346,000.00	14,450,500.00	11,524,300.00	79.75	2,926,200.00	1,453,600.00
141 R 46515	000	EARLY CHILDHOOD EDUCATION	404,779.00	404,779.00	244,910.81	60.50	159,868.19	33,440.75
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	42,414.95	46.10	49,585.05	2,331.70
141 R 46610	000	CAREER LADDER PROGRAM	41,359.00	41,359.00	19,902.64	48.12	21,456.36	0.00
141 R 46980	000	OTHER STATE GRANTS	55,540.00	55,540.00	176,645.00	318.05	-121,105.00	96,945.00
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	18,770.78	74.49	6,429.22	10.49
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	2,427,354.93	101.14	-27,354.93	827,354.93
Grand Revenue Totals		23,709,520.00	23,982,830.00	19,242,072.27	80.23	4,740,757.73	3,882,709.21	

Number of Accounts: 37

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

		2020-21	2020-21	2020-21	2020-21	Unencumbered	March 2020-21
	Acct	Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance - YTD Act	Monthly Activity
141 E 71100	REGULAR INSTRUCTION PROGRAM	11,102,130.00	11,223,505.00	6,741,029.13	60.06	4,482,272.87	598,694.40
141 E 71200	SPECIAL EDUCATION PROGRAM	1,982,648.00	2,030,573.00	1,158,178.32	57.04	868,529.54	159,962.89
141 E 71300	VOCATIONAL EDUCATION PROGRAM	992,510.00	1,002,380.00	594,815.54	59.34	393,936.43	92,312.30
141 E 71400	STUDENT BODY EDUCATION PROGRAM	308,745.00	309,455.00	391,181.98	126.41	-81,726.98	29,230.19
141 E 72110	ATTENDANCE	81,225.00	81,935.00	66,884.02	81.63	14,535.32	5,177.16
141 E 72120	HEALTH SERVICES	368,005.00	375,960.00	212,989.98	56.65	161,953.88	26,438.30
141 E 72130	OTHER STUDENT SUPPORT	802,633.00	811,088.00	521,567.76	64.30	240,320.24	55,561.95
141 E 72210	REGULAR INSTRUCTION PROGRAM	979,244.00	988,329.00	600,486.91	60.76	387,742.09	65,013.42
141 E 72220	SPECIAL EDUCATION PROGRAM	344,955.00	346,790.00	228,646.46	65.93	117,880.54	30,937.53
141 E 72230	VOCATIONAL EDUCATION PROGRAM	147,768.00	148,828.00	110,972.56	74.56	37,855.44	11,700.98
141 E 72250	TECHNOLOGY	462,713.00	465,173.00	326,205.26	70.13	123,862.81	39,760.17
141 E 72310	BOARD OF EDUCATION	475,300.00	476,010.00	410,330.63	86.20	61,028.67	29,730.69
141 E 72320	OFFICE OF THE SUPERINTENDENT	343,598.00	345,483.00	221,277.98	64.05	113,320.92	26,196.90
141 E 72410	OFFICE OF THE PRINCIPAL	1,545,129.00	1,561,334.00	1,037,306.85	66.44	523,877.15	125,653.63
141 E 72510	FISCAL SERVICES	282,861.00	285,576.00	247,676.00	86.73	36,379.20	24,512.48
141 E 72610	OPERATION OF PLANT	1,512,240.00	1,525,835.00	1,050,495.88	68.85	470,223.16	114,417.64
141 E 72620	MAINTENANCE OF PLANT	817,590.00	822,170.00	746,320.52	90.77	-76,871.69	68,908.99
141 E 72710	TRANSPORTATION	441,895.00	447,870.00	275,529.61	61.52	148,812.12	36,476.40
141 E 73100	FOOD SERVICE	0.00	16,205.00	15,728.68	97.06	-1,731.68	13,756.25
141 E 73300	COMMUNITY SERVICES	216,552.00	216,552.00	30,555.20	14.11	174,131.29	1,674.54
141 E 73400	EARLY CHILDHOOD EDUCATION	404,779.00	404,779.00	246,365.44	60.86	155,807.42	32,194.61
141 E 76100	REGULAR CAPITAL OUTLAY	92,000.00	92,000.00	1,073,931.96	1,167.32	-1,730,683.93	243,605.50
141 E 99100	OPERATING TRANSFERS	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
<b>Grand Expense Totals</b>		<b>23,709,520.00</b>	<b>23,982,830.00</b>	<b>16,308,476.67</b>	<b>68.00</b>	<b>6,626,454.81</b>	<b>1,831,916.92</b>

Number of Accounts: 597

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

		2020-21	2020-21	2020-21	2020-21	Unencumbered	March 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	117,895.00	75,619.83	64.14	42,275.17	8,128.79
142 R 47189	OCA	EISENHOWER PROF DEVELOPMENT ST	13,000.00	16,000.00	8,364.27	52.28	7,635.73	1,103.21
142 R 47131	OCP	VOCATIONAL EDUC - BASIC GRANTS	42,387.00	40,179.48	25,889.87	64.44	14,289.61	1,800.87
142 R 47143	OID	SPECIAL EDUCATION - GRANTS TO	556,598.00	584,914.59	322,988.43	55.22	261,926.16	34,228.97
142 R 47145	OPS	SPECIAL EDUCATION PRESCHOOL GR	15,074.00	19,079.10	3,504.27	18.37	15,574.83	0.00
142 R 47141	OT1	TITLE 1 GRANTS TO LOCAL EDUC A	677,518.00	796,751.49	385,393.57	48.37	411,357.92	33,098.10
142 R 47590	OT1	OTHER FEDERAL THROUGH STATE	58,404.00	71,464.28	34,062.45	47.66	37,401.83	2,968.78
142 R 47189	OT2	EISENHOWER PROF DEVELOPMENT ST	81,123.00	140,542.25	64,226.82	45.70	76,315.43	4,071.59
142 R 47590	OVR	OTHER FEDERAL THROUGH STATE	42,335.00	42,335.00	28,105.21	66.39	14,229.79	6,288.77
142 R 47147	21C	SAFE AND DRUG-FREE SCHOOLS-ST	145,334.00	145,334.00	75,155.94	51.71	70,178.06	12,671.58
142 R 47143	890	SPECIAL EDUCATION - GRANTS TO	54,215.00	54,215.00	30,480.81	56.22	23,734.19	5,372.41
142 R 47143	891	SPECIAL EDUCATION - GRANTS TO	0.00	12,451.87	7,087.02	56.92	5,364.85	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 47303	CLP	CLP-LEA REOPENING	0.00	60,000.00	60,000.00	100.00	0.00	0.00
142 R 47305	CNT	Connectivity Grant - COVID	0.00	37,050.00	31,468.36	84.93	5,581.64	0.00
142 R 47990	CPS	OTHER DIRECT FEDERAL REVENUE	0.00	435,103.36	351,208.77	80.72	83,894.59	59,358.54
142 R 47301	CRS	ESSER-CARES ACT	0.00	631,129.02	407,549.12	64.57	223,579.90	102,338.31
142 R 47143	IDS	SPECIAL EDUCATION - GRANTS TO	0.00	0.00	4,263.64	0.00	-4,263.64	0.00
142 R 47143	IDT	SPECIAL EDUCATION - GRANTS TO	0.00	5,432.03	5,198.47	95.70	233.56	0.00
142 R 47141	T1N	TITLE 1 GRANTS TO LOCAL EDUC A	35,930.00	46,498.55	18,100.82	38.93	28,397.73	2,854.65
142 R 47304	TCH	Remote Technology Grant - COVI	0.00	160,672.00	160,672.00	100.00	0.00	0.00
<b>Grand Revenue Totals</b>			<b>1,829,613.00</b>	<b>3,417,047.02</b>	<b>2,095,076.03</b>	<b>61.31</b>	<b>1,321,970.99</b>	<b>274,284.57</b>

Number of Accounts: 21

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

		2020-21	2020-21	2020-21	2020-21	Unencumbered	March 2020-21
	Acct	Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance - YTD Act	Monthly Activity
142 E 71100	REGULAR INSTRUCTION PROGRAM	700,595.00	1,423,688.00	988,752.32	69.45	430,273.35	340,236.01
142 E 71200	SPECIAL EDUCATION PROGRAM	571,672.00	607,925.72	331,949.63	54.60	275,976.09	47,790.73
142 E 71300	VOCATIONAL EDUCATION PROGRAM	25,268.00	24,594.56	24,559.49	99.86	-1,091.93	5,334.21
142 E 72120	HEALTH SERVICES	0.00	40,000.00	0.00	0.00	40,000.00	0.00
142 E 72130	OTHER STUDENT SUPPORT	99,402.00	97,160.00	58,933.88	60.66	34,283.73	6,695.88
142 E 72210	REGULAR INSTRUCTION PROGRAM	209,768.00	342,202.79	163,297.58	47.72	178,805.21	28,365.25
142 E 72220	SPECIAL EDUCATION PROGRAM	54,215.00	68,166.87	37,576.83	55.12	30,590.04	5,381.41
142 E 72230	VOCATIONAL EDUCATION PROGRAM	2,119.00	2,008.92	100.00	4.98	1,908.92	0.00
142 E 72250	TECHNOLOGY	0.00	205,077.00	87,268.55	42.55	117,808.45	10,487.67
142 E 72410	OFFICE OF THE PRINCIPAL	0.00	0.00	4.50	0.00	-4.50	-13,071.99
142 E 73300	COMMUNITY SERVICES	141,084.00	141,834.00	81,452.14	57.43	60,381.86	13,706.15
142 E 76100	REGULAR CAPITAL OUTLAY	0.00	435,103.36	435,103.36	100.00	0.00	143,253.13
142 E 99100	OPERATING TRANSFERS	25,490.00	29,285.80	0.00	0.00	29,285.80	0.00
<b>Grand Expense Totals</b>		<b>1,829,613.00</b>	<b>3,417,047.02</b>	<b>2,208,998.28</b>	<b>64.65</b>	<b>1,198,217.02</b>	<b>588,178.45</b>

Number of Accounts: 148

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

		2020-21	2020-21	2020-21	2020-21	Unencumbered	March 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	10,585.10	6.23	159,414.90	0.00
143 R 43522	000	LUNCH PAYMENTS - ADULTS	22,150.00	22,150.00	9,880.47	44.61	12,269.53	2,785.70
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	14,226.95	41.54	20,023.05	2,069.97
143 R 43990	000	OTHER CHARGES FOR SERVICES	13,000.00	13,000.00	2,393.29	18.41	10,606.71	0.00
143 R 44110	000	INVESTMENT INCOME	3,750.00	3,750.00	211.23	5.63	3,538.77	8.25
143 R 46520	000	SCHOOL FOOD SERVICE	10,750.00	10,750.00	9,819.37	91.34	930.63	0.00
143 R 47111	000	USDA SCHOOL LUNCH PROGRAM	556,500.00	556,500.00	416,842.28	74.90	139,657.72	83,800.80
143 R 47112	000	USDA COMMODITIES	93,500.00	93,500.00	73,852.49	78.99	19,647.51	6,667.50
143 R 47113	000	USDA BREAKFAST	253,500.00	253,500.00	254,707.62	100.48	-1,207.62	43,667.72
143 R 47114	000	USDA - ESP SNACK PROGRAM	18,000.00	18,000.00	4,049.04	22.49	13,950.96	1,209.60
Grand Revenue Totals			1,176,125.00	1,176,125.00	796,567.84	67.73	379,557.16	140,209.54

Number of Accounts: 44

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

		2020-21	2020-21	2020-21	2020-21	Unencumbered	March 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	776,528.18	66.02	399,596.82	108,596.43
<hr/> Grand Expense Totals		1,176,125.00	1,176,125.00	776,528.18	66.02	399,596.82	108,596.43

Number of Accounts: 85

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

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in February</b>	Descriptor Term: <b>Goals and Objectives</b>	Descriptor Code: <b>5.100</b>	Issued Date: <b>03/19/97</b>
		Rescinds: <b>GAA</b>	Issued: <b>01/16/90</b>

1 The Board's personnel goals are as follows:

- 2 1. To ensure that the Director of Schools recruits the best qualified individuals to staff the school  
3 district;
- 4
- 5 2. To provide compensation, benefits and working environment sufficient to attract and retain  
6 qualified employees;
- 7
- 8 3. To set goals for educator diversity that take into consideration the diversity of the student  
9 population;<sup>1</sup>
- 10
- 11 4. To provide an in-service training program for all employees to improve their performance; and
- 12
- 13 5. To conduct an evaluation program that will contribute to the continuous improvement of staff  
14 performance.

\_\_\_\_\_  
Cross Reference:

School District Goals & Objectives 1.700

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in September</b>	Descriptor Term: <b>School District Goals</b>	Descriptor Code: <b>1.700</b>	Issued Date: <b>08/24/90</b>
		Rescinds: <b>1.800</b>	Issued:

1 The Board shall determine the educational goals of the school district. In discharging that responsibility,  
2 the Board has adopted the following goals:

## 3 **INSTRUCTION**

- 4 1. To promote a plan for the organized improvement of school curriculum, including the transition  
5 between elementary and secondary schools;  
6
- 7 2. To offer a wide range of career and service opportunities;  
8
- 9 3. To promote an integration of academic, physical, social and emotional growth experiences for  
10 each student; and  
11
- 12 4. To promote the recognition of achievement in all endeavors ( i.e., academic, athletic); and  
13

## 14 **STUDENTS**

- 15 1. To structure the instructional program to provide necessary alternatives to meet a variety of  
16 individual needs and aspirations;  
17
- 18 2. To ensure that each student's interests, capacities and objectives are considered in his/her  
19 learning program; and  
20
- 21 3. To help students gain understanding of themselves, as well as skills and techniques in living and  
22 working with others and being responsible citizens.  
23

## 24 **PERSONNEL**

- 26 1. To promote high quality performance by the staff, including both professional and support  
27 personnel;

- 1  
2 2. To establish acceptable performance standards for all personnel;  
3  
4 3. To set goals for educator diversity that take into consideration the diversity of the student  
5 population;<sup>1</sup>  
6  
7 4. To provide in-service training and professional growth experiences for teachers and  
8 administrators; and  
9  
10 5. To maintain an evaluation system for the improvement of the instructional system.

## 11 OPERATIONS

- 12 1. To make every effort to secure adequate funding for the educational program in support of the  
13 stated goals;  
14  
15 2. To maintain an adequate system of fiscal and business management;  
16  
17 3. To develop plans for the efficient use of school facilities; and  
18  
19 4. To ensure appropriate communication between the Director of Schools and the Board  
20

21 The Board shall annually review these goals and revise them as necessary.

22  
23 The Director of Schools is responsible for developing procedures and strategies to implement the  
24 goals of the Board.

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### Legal References

1. State Board of Education Policy 5.700; TCA 49-1-302(g)

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### Cross References

Role of the Board of Education 1.101  
Board Member Development Opportunities 1.204  
Fiscal Management Goals 2.100  
Business Management Goals 3.100  
Instructional Program 4.100  
Evaluations of Instructional Programs 4.702  
Personnel Goals 5.100  
Student Goals 6.100

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in February</b>	Descriptor Term: <b>Sick Leave</b>	Descriptor Code: <b>5.302</b>	Issued Date: <b>08/20/15</b>
		Rescinds: <b>5.302</b>	Issued: <b>09/18/14</b>

## 1 PROFESSIONAL PERSONNEL

2 The time allowed for sick leave for professional personnel shall be one (1) day for each month employed  
3 during the school year and shall accumulate for an unlimited number of days.<sup>1</sup>

4 Sick leave shall be defined as: illness of a teacher from natural causes or accident, quarantine, or illness  
5 or death of a member of the immediate family of a teacher, including the teacher's wife or husband,  
6 parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, daughter-  
7 in-law, son-in-law, brother-in-law, and sister-in-law.<sup>2</sup>

8 A signed statement listing the cause of absence shall be provided by the employee on forms furnished  
9 by the director of schools and shall promptly be given to the immediate supervisor in support of all  
10 claims for sick leave pay. A falsified statement shall be grounds for dismissal.

11 Medical certification may be required in support of any claim for sick leave and may be required in  
12 support of any claim for sick leave pay for absences of five (5) or more consecutive days. Such medical  
13 certification may be provided by a physician, physician's assistant or nurse practitioner.<sup>1</sup>

14 The principal shall notify the director of schools' office at once if an employee is sick beyond the limit  
15 of his sick leave accumulation. The substitute teacher, beyond this point, must have a certificate or  
16 permit and must be paid according to the state salary scale.

17 Permanent, cumulative sick leave records for each active professional employee shall be kept in the  
18 director of schools' office.

19 A teacher, upon employment, may transfer his accumulated sick leave from another Tennessee school  
20 system provided that the director of schools of the system in which the accumulated leave was held  
21 provides notarized verification.<sup>1</sup>

22 Sick leave for maternity purposes may be taken during the period of physical disability only. A teacher  
23 may use up to thirty (30) days of accumulated sick leave for the adoption of a child. If both adoptive  
24 parents are teachers only one parent may request leave. Written verification from the adoption agency  
25 or other entity handling the adoption shall be required before the leave is granted.<sup>1</sup>

## 26 SUPPORT PERSONNEL

27 Persons employed in support positions shall accrue sick leave at the rate of one (1) day per month. No  
28 sick leave is allowed for bus drivers.

1 The immediate supervisor may require medical certification stating the reason for the absence for any  
2 absence within the sick leave regulation. Frequent and misuse of sick leave by an individual are  
3 sufficient grounds for requiring medical certification. Such medial certification may be provided by a  
4 physician, physician's assistant or nurse practitioner.

5 **FAMILY MEDICAL LEAVE ACT**

6 Employees are required to substitute sick leave for FMLA leave so that the leaves run concurrently.

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Legal References

1. TCA 49-5-710
2. TRR/MS 0520-1-2-.04(2)

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Cross References

- Family and Medical Leave 5.305  
Physical Assault Leave 5.307

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in February</b>	Descriptor Term: <b>Personal and Professional Leave</b>	Descriptor Code: <b>5.303</b>	Issued Date: <b>08/15/13</b>
		Rescinds: <b>5.303</b>	Issued: <b>11/30/05</b>

## 1 **PROFESSIONAL PERSONNEL**

2

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

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

6

7 As a result of COVID-19, at the end of the 2020-2021 school year, four (4) unused days will be carried  
8 over to four (4) equivalent sick days. The remaining days, if unused, will carry over as one-half (1/2)  
9 sick day (each).

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

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

14 1. Except in emergency, each employee shall give the principal at least one day's notice in writing  
15 of intent to take leave;

16

17 2. The approval of the principal of the school shall be required:

18

19 a. If more than ten percent (10%) of the teachers in any given school request its use on the same  
20 day;

21 b. If requested during any prior established student examination period;

22 c. If requested on the day immediately preceding or following a holiday or vacation period; or

23 d. If the proposed request imposes an undue hardship on the educational process of the school.

1 Professional leave is a short, temporary absence for the purpose of attending workshops and other  
2 meetings relating to school business or serving on boards and commissions which meet during daytime  
3 hours when appointed by a mayor, city council, county executive or county commission.<sup>2</sup>

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

5 In addition, certificated employees shall be granted leave to serve on any board or commission of the  
6 state when the appointment is made by the Governor or General Assembly. Such leave shall not be  
7 counted against any other accumulated leave credits. The employee shall notify the principal at least  
8 five (5) days prior to leave being taken.<sup>2</sup>

## 9 **SUPPORT PERSONNEL**

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

17

## 18 **BEREAVEMENT LEAVE**

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

22 Immediate family shall include spouse, parents, legal guardian, grandparents, children (including an  
23 unborn child), grandchildren, brothers, sisters, mother-in-law, father-in-law, son-in-law, daughter-in-  
24 law, brother-in-law, and sister-in-law.

25 No sick leave is allowed for bus drivers. Bus drivers shall be compensated at the end of each fiscal year  
26 for unused personal days.

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Legal References:

1. TCA 49-5-711; TRR/MS 0520-1-2-.04(3)
2. TCA 49-5-205

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in February</b>	Descriptor Term: <b>Vacations and Holidays</b>	Descriptor Code: <b>5.310</b>	Issued Date: <b>06/23/05</b>
		Rescinds: <b>5.310</b>	Issued: <b>06/28/04</b>

## 1 VACATIONS

### 2 *Paraprofessionals*

3 The Board grants all paraprofessional personnel, if employed on a 12-month basis, five (5) days paid  
4 vacation after the employee has worked for one (1) year. After the employee has worked two (2) years,  
5 ten (10) days paid vacation shall be granted, and after five (5) years, fifteen (15) days paid vacation shall  
6 be granted. If such employee is employed less than a full fiscal year, then any applicable days of paid  
7 vacation will be granted on a prorated basis.

### 8 *Professionals*

9 The Board grants all professional personnel, if employed on a twelve (12) month basis, fifteen (15) days  
10 paid vacation per year. If such employee is employed less than a full fiscal year, then any applicable  
11 days of paid vacation will be granted on a prorated basis.

### 12 *Accumulated Days*

13 No employee may carry over more than ten (10) vacation days past the end of a fiscal year (June 30).  
14 Any such vacation days that are carried over to the next fiscal year, will be paid at the rate applicable  
15 when granted if an employee terminates employment before vacation days are exhausted. Vacation days  
16 are used on a first granted, first used basis. At the end of each fiscal year, any remaining vacation days  
17 in excess of ten (10) shall be converted into sick leave days at the rate of one-half (1/2) sick leave day  
18 for one (1) vacation leave day.

19 As a result of COVID-19, for school year 2020-2021 only, no employee may carry over more than fifteen  
20 (15) vacation days past the end of the fiscal year (June 30, 2021). Any such vacation days that are carried  
21 over to the next fiscal year, will be paid at the rate applicable when granted if an employee terminates  
22 employment before vacation days are exhausted. Vacation days are used on a first granted, first used  
23 basis. At the end of 2021 fiscal year, any remaining vacation days in excess of fifteen (15) shall be  
24 converted into sick leave days at the rate of one-half (1/2) sick leave day for one (1) vacation leave day.

## 25 TIME SCHEDULE

26 The number of hours and days worked shall be determined by the principal of each school with  
27 concurrence of the director of schools in order to provide the best possible service to students.

## 28 HOLIDAYS

29 Paraprofessional personnel, if employed on a 12-month basis, shall be entitled to the following holidays:

- 1 New Year's - 2 days
- 2 Spring Break - 1 day
- 3 Good Friday - 1 day
- 4 Independence Day - 1 day
- 5 Labor Day - 1 day
- 6 Thanksgiving - 3 days
- 7 Christmas - 3 days

8 Other paraprofessional personnel who are employed for less than twelve (12) months per year shall be  
9 entitled to the following holidays:

- 10 New Year's - 1 day
- 11 Good Friday - 1 day
- 12 Labor Day - 1 day
- 13 Thanksgiving - 1 day
- 14 Christmas - 1 day

15 Equivalent days, as approved by the director of schools, may be taken when these days fall on weekends  
16 or school is in session

1. TCA 5-23-101;104

## Appendix A

*Why Do You Do Your Work?*

Using the scale below, please indicate to what extent each of the following items corresponds to the reasons why you are presently involved in your work

Does not correspond at all		Corresponds moderately					Corresponds exactly	
1	2	3	4	5	6	7		
1. Because this is the type of work I chose to do to attain a certain lifestyle.								
			1	2	3	4	5 6 7	
2. For the income it provides me.								
			1	2	3	4	5 6 7	
3. I ask myself this question, I don't seem to be able to manage the important tasks related to this work.								
			1	2	3	4	5 6 7	
4. Because I derive much pleasure from learning new things.								
			1	2	3	4	5 6 7	
5. Because it has become a fundamental part of who I am.								
			1	2	3	4	5 6 7	
6. Because I want to succeed at this job, if not I would be very ashamed of myself.								
			1	2	3	4	5 6 7	
7. Because I chose this type of work to attain my career goals.								
			1	2	3	4	5 6 7	
8. For the satisfaction I experience from taking on interesting challenges								
			1	2	3	4	5 6 7	
9. Because it allows me to earn money.								
			1	2	3	4	5 6 7	
10. Because it is part of the way in which I have chosen to live my life.								
			1	2	3	4	5 6 7	
11. Because I want to be very good at this work, otherwise I would be very disappointed.								
			1	2	3	4	5 6 7	
12. I don't know why, we are provided with unrealistic working conditions.								
			1	2	3	4	5 6 7	
13. Because I want to be a "winner" in life.								
			1	2	3	4	5 6 7	
14. Because it is the type of work I have chosen to attain certain important objectives.								
			1	2	3	4	5 6 7	
15. For the satisfaction I experience when I am successful at doing difficult tasks.								
			1	2	3	4	5 6 7	
16. Because this type of work provides me with security.								
			1	2	3	4	5 6 7	
17. I don't know, too much is expected of us.								
			1	2	3	4	5 6 7	
18. Because this job is a part of my life.								
			1	2	3	4	5 6 7	

*Note.* Intrinsic motivation = 4,8,15; integrated regulation = 5,10,18; identified regulation = 1,7,14; introjected regulation = 6,11,13; external regulation = 2,9,16; amotivation = 3,12,17.

Received August 31, 2007

Revision received November 27, 2008

Accepted December 1, 2008 ■

# MLQ Multifactor Leadership Questionnaire

## Rater Form (5x-Short)

Name of Leader: \_\_\_\_\_ Date: \_\_\_\_\_

Organization ID #: \_\_\_\_\_ Leader ID #: \_\_\_\_\_

This questionnaire is to describe the leadership style of the above-mentioned individual as you perceive it. Please answer all items on this answer sheet. **If an item is irrelevant, or if you are unsure or do not know the answer, leave the answer blank.** Please answer this questionnaire anonymously.

IMPORTANT (necessary for processing): Which best describes you?

I am at a higher organizational level than the person I am rating.

The person I am rating is at my organizational level.

I am at a lower organizational level than the person I am rating.

I do not wish my organizational level to be known.

Forty-five descriptive statements are listed on the following pages. Judge how frequently each statement fits the person you are describing. Use the following rating scale:

Not at all	Once in a while	Sometimes	Fairly often	Frequently, if not always
0	1	2	3	4

*THE PERSON I AM RATING. . .*

1.	Provides me with assistance in exchange for my efforts .....	0	1	2	3	4
2.	Re-examines critical assumptions to question whether they are appropriate.....	0	1	2	3	4
3.	Fails to interfere until problems become serious.....	0	1	2	3	4
4.	Focuses attention on irregularities, mistakes, exceptions, and deviations from standards.....	0	1	2	3	4
5.	Avoids getting involved when important issues arise.....	0	1	2	3	4
6.	Talks about their most important values and beliefs .....	0	1	2	3	4
7.	Is absent when needed.....	0	1	2	3	4
8.	Seeks differing perspectives when solving problems .....	0	1	2	3	4
9.	Talks optimistically about the future .....	0	1	2	3	4
10.	Instills pride in me for being associated with him/her.....	0	1	2	3	4
11.	Discusses in specific terms who is responsible for achieving performance targets .....	0	1	2	3	4
12.	Waits for things to go wrong before taking action .....	0	1	2	3	4
13.	Talks enthusiastically about what needs to be accomplished .....	0	1	2	3	4
14.	Specifies the importance of having a strong sense of purpose .....	0	1	2	3	4
15.	Spends time teaching and coaching.....	0	1	2	3	4

Continued =>

	<b>Not at all</b>	<b>Once in a while</b>	<b>Sometimes</b>	<b>Fairly often</b>	<b>Frequently, if not always</b>
	0	1	2	3	4
16. Makes clear what one can expect to receive when performance goals are achieved.....0	1	2	3	4	
17. Shows that he/she is a firm believer in “If it ain’t broke, don’t fix it.”.....0	1	2	3	4	
18. Goes beyond self-interest for the good of the group .....0	1	2	3	4	
19. Treats me as an individual rather than just as a member of a group.....0	1	2	3	4	
20. Demonstrates that problems must become chronic before taking action.....0	1	2	3	4	
21. Acts in ways that builds my respect .....0	1	2	3	4	
22. Concentrates his/her full attention on dealing with mistakes, complaints, and failures.....0	1	2	3	4	
23. Considers the moral and ethical consequences of decisions.....0	1	2	3	4	
24. Keeps track of all mistakes.....0	1	2	3	4	
25. Displays a sense of power and confidence .....0	1	2	3	4	
26. Articulates a compelling vision of the future.....0	1	2	3	4	
27. Directs my attention toward failures to meet standards.....0	1	2	3	4	
28. Avoids making decisions.....0	1	2	3	4	
29. Considers me as having different needs, abilities, and aspirations from others.....0	1	2	3	4	
30. Gets me to look at problems from many different angles .....0	1	2	3	4	
31. Helps me to develop my strengths.....0	1	2	3	4	
32. Suggests new ways of looking at how to complete assignments .....0	1	2	3	4	
33. Delays responding to urgent questions.....0	1	2	3	4	
34. Emphasizes the importance of having a collective sense of mission.....0	1	2	3	4	
35. Expresses satisfaction when I meet expectations .....0	1	2	3	4	
36. Expresses confidence that goals will be achieved .....0	1	2	3	4	
37. Is effective in meeting my job-related needs.....0	1	2	3	4	
38. Uses methods of leadership that are satisfying.....0	1	2	3	4	
39. Gets me to do more than I expected to do.....0	1	2	3	4	
40. Is effective in representing me to higher authority .....0	1	2	3	4	
41. Works with me in a satisfactory way.....0	1	2	3	4	
42. Heightens my desire to succeed .....0	1	2	3	4	
43. Is effective in meeting organizational requirements.....0	1	2	3	4	
44. Increases my willingness to try harder .....0	1	2	3	4	
45. Leads a group that is effective.....0	1	2	3	4	

# ECS TRANSPORTATION REQUEST FORM

**TYPE OF TRIP:**

FIELDTRIP  ATHLETIC/BAND  EXCURSION  ACADEMIC COMPETITION

**METHOD OF TRANSPORTATION:**

SCHOOL BUS  RENTAL VEHICLE  WALKING

DATE OF REQUEST: 3-26-21 GROUP/TEAM/GRADE: Boys Basketball

Elizabethton High School SCHOOL 12-27-21 DATE OF TRIP 1-2-22 DEPARTURE TIME TBD RETURN TIME TBD

YES  NO   
DESTINATION IS GREATER THAN 50 MILES

YES  NO   
DESTINATION IS OUT-OF-STATE

YES  NO   
DESTINATION IS ON BOARD APPROVED LIST

20  
TOTAL NUMBER INVOLVED

1  
NUMBER OF BUSES OR VANS NEEDED

TBD  
COST PER STUDENT (if applicable)

Tampa Bay Invitational Tampa, FL  
DESTINATION

ADDITIONAL STOP 1

ADDITIONAL STOP 2

ADDITIONAL STOP 3

ADDITIONAL STOP 4

YES  NO  NA   
PERMISSIONS SLIPS OBTAINED

YES  NO  NA   
CAFETERIA NOTIFIED IF STUDENTS WILL MISS LUNCH

**PERSON(S) IN CHARGE OF STUDENTS REMAINING AT SCHOOL (if applicable):**

N/A

**NAMES & CELL NUMBERS OF CHAPERONES/SPONSORS:**

Lucas Honeycutt 423-895-2145  
Garry Harrison 423-957-0425

Lucas Honeycutt  
SPONSOR'S NAME

lucas.honeycutt@ecschools.net  
SPONSOR'S EMAIL ADDRESS

**ITEMS BELOW - TO BE COMPLETED BY ADMINISTRATION**

**BUILDING ADMINISTRATOR:**

Needs Board Approval

Forest Holt  
ADMINISTRATOR'S SIGNATURE

APPROVED  DENIED

ADMINISTRATOR'S EMAIL ADDRESS

**SYSTEM ADMINISTRATOR:**

APPROVED  DENIED

TRANSPORTATION DIRECTOR

**TO BE COMPLETED BY DRIVER:**

DEPARTURE TIME

RETURN TIME

TOTAL TIME

DRIVER'S SIGNATURE

\*SIGN UPON RETURN FROM TRIP

\*TRIP SPONSOR'S SIGNATURE

# ELIZABETHTON CITY SCHOOLS

## REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

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

ITEM: Dell optiplex 755  
Dell optiplex 755  
Dell optiplex 755  
Dell optiplex 755  
 \_\_\_\_\_

INVENTORY TAG NUMBER: 6L2MQG1, 7KW9YG1, 9NCYAWG1, H24SQH1

METHOD OF SALE/DISPOSAL: Disposal

SCHOOL/BUILDING WHERE ITEM IS HOUSED West Side

SALE/DISPOSAL AUTHORIZED BY: Sammy Markland DATE: 3-24-21  
Principal

AUTHORIZED BY: Bill Vets DATE: 3/26/21  
Director of Schools

AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Board Chairman

# ELIZABETHTON CITY SCHOOLS

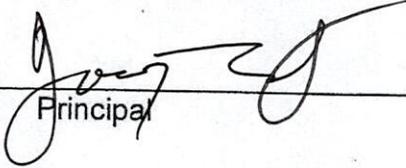
## REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

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ITEM: Various Copiers and Printers  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INVENTORY TAG NUMBER: See Attached  
\_\_\_\_\_

METHOD OF SALE/DISPOSAL: Disposal  
\_\_\_\_\_

SALE/DISPOSAL AUTHORIZED BY:  DATE: 4/8/21  
Principal

AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Director of Schools

AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Board Chairman

Model	SN#
Brother HL-22	u62804c1n162152
	u62673g2n764192
	u62674d1j92678
	u62710a4n820313
	u62674d3n873910
	u62673b1j611977
	u62709k3n598196
	u62674d1j792675
	u62674d3n877024
	u62674d1j782085
	u62710e4n257248
	u62674h3n408266
Brother Fax 2840	u63274h5j995622
Brother HL-31C	u63476a3j114636
	u63476j5j960285
	u63478l3j288119
	u63476b3j133406
Okidata C610	ak0c013512a0
	ak17001514a0
	ak52025517b0
	ak5a005750b0
Okidata C6150	ae9a008743b0
	ae9a038065b0
	ae95000804b0
	ae94002965b0
HP Laserjet P1102W	vnb3j72909
Brother DCP-7040	u62065m0n891622
Epson Workforce 1100	lnue041709
Brother DCP-L2540DW	u63885j5n643604
	u63885j5n711351
	u63885c5n975499
Brother HL-53	u62248a0j507208
	u62248c9j217402
Brother MFC-9340CDW	u63481h3j200017
HP Color Laserjet CM 1312nifimp	cnb883k9pn
Lexmark E234N	7218fy7
Xerox Phaser 6500	N/A
Lexmark C540N	945d2y0
	945d2y9
Lexmark C544DN	9459r56
Brother MFC-9330CDW	ug63480j4j488349
Dell 5130 CND	9fw26x1
HP Laserjet 2605DN	cngc71k33b
Orion TVCR0950BW	68270710716
Brother 5450DN	u63079f4n757653
Brother MFC-L2700DW	u63887c5n953077

Brother HL-3170CDW	u63478d5j704550
Brother HL-3075CW	u63093d2j842901
	u63093f2j887003
HP Laserjet P1006	vnd3249016
Brother DCP-7065DN	u62712f2n169127
Epson Workforce 645	pjny104185
Brother HL-5250DN	u61444g8j662055
	u61444g8j662061
Riso 220 UI	81904410
	81904400
	82541197
	82546997
	82545414
Riso 220 U	78506393
Bizhub DI 2510	31761494
Bizhub 421	0353815
Minolta CSPRO EP3000	31719471
Savin 3183 DNP	n8520870106
Sharp MX-M232D	15083218

# ELIZABETHTON CITY SCHOOLS

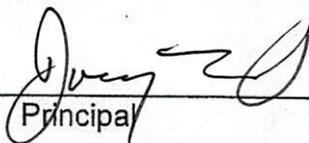
## REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

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: Various Switches  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INVENTORY TAG NUMBER: see ATTACHED  
\_\_\_\_\_

METHOD OF SALE/DISPOSAL: Recycle  
\_\_\_\_\_

SALE/DISPOSAL AUTHORIZED BY:  DATE: 4/8/21  
Principal

AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Director of Schools

AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Board Chairman

HP Switch Model	Model #	SN#
HP 2620-24	j9623a	cn72drr0sm cn72drr0rq cn72drr0cn cn72drr0pd cn72drr052 cn72drr0bz
HP 2610-24	j9085a	cn817zt12f cn902zt08t cn817zt13g cn817zt19t cn026zt0kf cn216zt17j cn902zt049 cn902zt0f0 cn902zt1gq cn817zt13k cn817zt127 cn146zt0lt cn817zt0dm cn817zt0ah cn817zt0p4
HP 2626-PWR	j8164a	tw509pc02p
HP 2824	j4903a	sg513sj0bz sg513sj0by
HP 2626	j4900b	cn623se04h cn741se17q tw603se0q5 tw603se227 cn619se0gc tw537se0hq cn722se0yn cn746se07r cn624se09k tw531se0nm
HP 2626	j4900c	cn752fy5qt
HP 2626	j4900a	tw443pb2r1 tw443pb2yu tw443pb2tn tw443pb2r9 tw443pb1fq tw443pb2x3 tw443pb2rl
HP 2610-24-PWR	j9087a	cn926zr170
HP 2610-24/12PWR	j9086a	cn951zq0ff cn915zq0j8 cn951zq0lh

HP 1700-24	J9080a	cn951zq0j4 cn951zq0jd cn907zh0w0 cn923zh05y cn925zh07v cn925zh028 cn925zh071
Signamax HP 4108gl HP 1810-8	065-7341a j4865a j9800a	g071105706 sg717mf01m cn35frqf36 cn35frqfbh cn35frqfdz
HP 1700-8	j9079a	cn024zg0gf cn011zg011 cn923zg030 cn944zg06x cn024zg0yn cn944zg025 cn025zg1r8 cn936zg09c



Proposal For: (Good until June 30, 2021) Submit Purchase Orders to:

District/School: Elizabethton City Schools, TN  
 Contact: Josh Boatman  
 Phone: (423) 547-8000  
 Date Submitted: 22-Mar-21  
 Submitted By: Diane Huettig

Winsor Learning, Inc.  
 3001 Metro Dr, Suite 480  
 Bloomington, MN 55425  
 Tel: 800.321.7585  
 Fax: 651.222.3969

Item #	Item Description - Sondag Dual Delivery	Qty.	Price	Total
260-1600	Sondag System 1 Intervention Set - Dual Delivery**	8	\$ 1,395.00	\$ 11,160.00
360-1600	Sondag System 2 Intervention Set - Dual Delivery**	5	\$ 1,395.00	\$ 6,975.00
	Sondag Dual Delivery Materials Subtotal			\$ 18,135.00
	Shipping and Handling			\$ 1,423.50
	Subtotal			\$ 19,558.50
	State Sales Tax if Applicable			\$ -
	Sondag Dual Delivery Materials Total			\$ 19,558.50
Item #	Item Description - Print Only	Qty.	Price	Total
110-1600	Let's Play Learn Classroom Set	3	\$ 1,095.00	\$ 3,285.00
	Print Only Materials Subtotal			\$ 3,285.00
	Shipping and Handling	10%		\$ 328.50
	Subtotal			\$ 3,613.50
	State Sales Tax if Applicable	N/A		\$ -
	Print Only Materials Total			\$ 3,613.50
	<b>MATERIALS TOTAL</b>			\$ 23,172.00

\*\*Includes Annual eLearning online subscription. Renewal starts 12 months after PO is received (current price \$195).

**Terms and Conditions**

The following terms and conditions apply to materials provided by Winsor Learning, Inc. ("Winsor") to your school/district (your "School"):

1. Payment is due within thirty (30) days of receipt of invoice
2. This agreement constitutes the entire agreement of the parties, superseding any prior oral or written agreements regarding this matter



**Proposal For: (Good until June 30, 2021)** **Submit Purchase Orders to:**

**District/School:** Elizabethton City Schools, TN  
**Contact:** Josh Boatman  
**Phone:** (423) 547-8000  
**Date Submitted:** 22-Mar-21  
**Submitted By:** Diane Huettig

**Winsor Learning, Inc.**  
**3001 Metro Dr, Suite 480**  
**Bloomington, MN 55425**  
**Tel: 800.321.7585**  
**Fax: 651.222.3969**

Item #	Item Description - Digital Only	Qty.	Price	Total
	<b>Sonday System 1 Online Module Overview</b>	<b>8</b>	<b>\$ 149.00</b>	<b>\$ 1,192.00</b>
	<b>Sonday System 2 Online Module Overview</b>	<b>5</b>	<b>\$ 149.00</b>	<b>\$ 745.00</b>
	<b>Digital Only Materials Subtotal</b>			<b>\$ 1,937.00</b>
	<b>State Tax, if applicable</b>	<b>N/A</b>		<b>-</b>
	<b>Digital Only Materials Total</b>			<b>\$ 1,937.00</b>
	<b>MATERIALS TOTAL</b>			<b>\$ 1,937.00</b>

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1. Payment is due within thirty (30) days of receipt of invoice
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Edgenuity Inc.  
 8860 E. Chaparral Road  
 Suite 100  
 Scottsdale AZ 85250  
 877-725-4257

Price Quote for Services  
 ELIZABETHTON CITY SCHOOL DISTRICT  
 ELIZABETHTON TN  
 Account Number 89574  
 Quote Number 194770  
 Total \$16,050.00  
 Date 3/25/2021

Payment Schedule	Contract Start	Contract End
	5/24/2021	8/1/2021

Qty	Description	Comment	End Date	Per Unit	Amount
<b>ELIZABETHTON CITY SCHOOL DISTRICT</b>					
60	LearnZillion Illustrative Mathematics Grade 1 Student Workbooks Beta		08/01/2021	\$25.00	\$1,500.00
60	LearnZillion Illustrative Mathematics Grade 2 Student Workbooks Beta		08/01/2021	\$25.00	\$1,500.00
60	LearnZillion Illustrative Mathematics Grade 3 Student Workbooks Beta		08/01/2021	\$25.00	\$1,500.00
60	LearnZillion Illustrative Mathematics Grade 4 Student Workbooks Beta		08/01/2021	\$25.00	\$1,500.00
60	LearnZillion Illustrative Mathematics Grade 5 Student Workbooks Beta		08/01/2021	\$25.00	\$1,500.00
80	LearnZillion Illustrative Mathematics Grade 6 - Student Workbooks		08/01/2021	\$10.00	\$800.00
80	LearnZillion Illustrative Mathematics Grade 7 - Student Workbooks		08/01/2021	\$10.00	\$800.00
80	LearnZillion Illustrative Mathematics Grade 8 - Student Workbooks		08/01/2021	\$10.00	\$800.00
60	LearnZillion Illustrative Mathematics: Grade 1 SU		08/01/2021	\$10.00	\$600.00
60	LearnZillion Illustrative Mathematics: Grade 2 SU		08/01/2021	\$10.00	\$600.00
60	LearnZillion Illustrative Mathematics: Grade 3 SU		08/01/2021	\$10.00	\$600.00
60	LearnZillion Illustrative Mathematics: Grade 4 SU		08/01/2021	\$10.00	\$600.00

Edgenuity will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Edgenuity will invoice the customer for additional usage.

This quote is subject to the Terms and Conditions available at <https://learnzillion.com/terms>, may change without notice, and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Edgenuity's written consent.

**ELIZABETHTON CITY SCHOOL DISTRICT**

**Edgenuity Inc. Representative**

Signature: \_\_\_\_\_

Katherine Deasy  
 LearnZillion Account Executive  
 TEL 512-809-6278  
 EMAIL [Katherine.Deasy@edgenuity.com](mailto:Katherine.Deasy@edgenuity.com)

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

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

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

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. All order documentation can be submitted electronically at <https://edgenuity.formstack.com/forms/ar>. Alternatively you can e-mail this quote, the purchase order and order documentation to [AR@edgenuity.com](mailto:AR@edgenuity.com) or fax to 480-423-0213.



Price Quote for Services  
 ELIZABETHTON CITY SCHOOL DISTRICT  
 ELIZABETHTON TN  
 Account Number 89574  
 Quote Number 194770  
 Total \$16,050.00  
 Date 3/25/2021

Edgenuity Inc.  
 8860 E. Chaparral Road  
 Suite 100  
 Scottsdale AZ 85250

Qty	Description	Comment	End Date	Per Unit	Amount
60	LearnZillion Illustrative Mathematics: Grade 5 SU		08/01/2021	\$10.00	\$600.00
80	LearnZillion Illustrative Mathematics: Grade 6 Single User		08/01/2021	\$10.00	\$800.00
80	LearnZillion Illustrative Mathematics: Grade 7 Single User		08/01/2021	\$10.00	\$800.00
80	LearnZillion Illustrative Mathematics: Grade 8 Single User		08/01/2021	\$10.00	\$800.00
1	LearnZillion Professional Development Webinar Training		08/01/2021	\$750.00	\$750.00
				<b>Subtotal</b>	\$16,050.00
				<b>Total</b>	\$16,050.00





Services Order Form

Order #: Q-181207-1  
 Date: 2021-02-05  
 Offer Valid Through: 2021-03-31

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Elizabethton

Address: 804 S. Watauga Ave  
 City: Elizabethton  
 State/Province: Tennessee  
 Zip/Postal Code: 37643  
 Country: United States

**Order Information**  
 Billing Frequency: Annual Upfront  
 Payment Terms: Net 30

**Billing Contact**

**Primary Contact**

Name: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_

Name: Richard VanHuss  
 Email: richard.vanhuss@ecschoools.net  
 Phone: (423) 547-8000

**Billing Frequency Term:**

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Year 1						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Custom Training			Per Hour	3	USD 500.00	USD 1,500.00
Virtual Canvas Leadership Workshop			Per Event	1	USD 7,500.00	USD 7,500.00
Non-Recurring Sub-Total						USD 9,000.00
Year 1 Total						USD 9,000.00
<b>Grand Total:</b>						USD 9,000.00

Deliverable	Description	Expiration
Canvas Custom Training	1 Hour of remote webinar training. Customized agenda developed based on client specific needs.	12 Months
Virtual Canvas Leadership Workshop	Series of two 3 hour sessions provides the instructional content of the Canvas Leadership Institute and is delivered to an individual district. This virtual workshop is designed to support district and school leaders, coaches, teacher leaders, and other influential K-12 administrators who are implementing Canvas.	6 Months

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

**Duration:** The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

**Miscellaneous:** Instructure's support terms are available as follows:  
 Canvas & Catalog: <https://www.canvaslms.com/policies/support-terms>  
 Folium: <https://portfolium.com/support-terms>  
 MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

**Notes**

The 3 included Canvas Custom Trainings will be 90 minute sessions.

PURCHASE ORDER INFORMATION	TAX INFORMATION
<p>Is a Purchase Order required for the purchase or payment of the products on this order form?</p> <p>Please Enter (Yes or No): _____</p> <p>If yes, please enter PO Number: _____</p>	<p>Check here if your company is exempt from US state sales tax : _____</p> <p><i>Please email all US state sales tax exemption certifications to <a href="mailto:ar@instructure.com">ar@instructure.com</a></i></p>

By executing this Order Form, each party agrees to be legally bound by this Order Form and the applicable terms and conditions.

**Elizabethton**

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

**Instructure, Inc.**

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

## Instructure Terms and Conditions

These terms and conditions apply to the provision of the products or services by Instructure, Inc. ("**Instructure**") to the entity identified in the Order Form ("**Customer**"). An "**Order Form**" means any order for the provision of products or services signed by Customer. These terms are incorporated into the Order Form and together, form the "**Agreement**." Instructure and Customer are referred to in this Agreement each as a "**party**" and together as the "**parties**."

**1. Service.** Subject to the terms of this Agreement, Instructure will provide to Customer proprietary software as a service offering(s) made available through a URL in a hosted environment (together with any other products and services identified in the Order Form, the "**Service**"). All rights in and to the Service not expressly granted to Customer in this Agreement are reserved by Instructure. Instructure shall: (a) deploy all updates and upgrades to the Service to Customer that Instructure provides to its customers generally for no additional charge; and (b) provide support ("**Support**") pursuant to the terms described on the Order Form. For purposes of this Agreement, "**User**" means an individual who is authorized by the Customer to use the Service and for whom Customer has purchased a subscription.

**2. Customer Restrictions.** Customer shall not (and shall not permit Users to): (a) sell, resell, rent, lease, lend, sublicense, distribute, assign, timeshare, or otherwise transfer or provide access to the Service to any third party except as expressly authorized under this Agreement; (b) use or access the Service for competitive purposes; (c) copy, modify, adapt, or create derivative works from any feature, function, interface, or graphic in the Service; (d) remove or modify Instructure's policies or proprietary markings displayed within the Service; (e) use, interfere with, disrupt or circumvent the integrity, security or performance of the Service, including by probing, scanning, or testing any Instructure system or network or its security or authentication measures; (f) store or transmit any malicious code; (g) permit direct or indirect access to or use of any Service or Customer Content (as defined below) in a way that circumvents a contractual usage limit; (h) attempt to gain unauthorized access to the Service, its related systems or networks or Third-Party Services (as defined below); (i) use the Service or any Third-Party Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; or (j) use the Service to distribute software or tools that gather information, distribute advertisements, or engage in conduct that may result in retaliation against Instructure or its data, systems, or networks. Use and access to the Application Program Interface ("**API**") will be subject to the Instructure API Policy available at <https://www.instructure.com/policies/api-policy>.

**3. Customer Responsibilities.** Customer shall have sole responsibility for Customer Content and use of the Service by Users in compliance with this Agreement and the Acceptable Use Policy provided within the Service and available at <https://www.instructure.com/policies/acceptable-use> (the "**AUP**"). Customer agrees to reasonably assist Instructure in connection with a User's adherence to the AUP. Customer further agrees to: (a) maintain the confidentiality and security of passwords and abide by any access protocols or credential requirements set by Instructure; (b) obtain from Users any consents necessary under this Agreement or to allow Instructure to provide the Service; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Service; (d) notify Instructure promptly of any such unauthorized access or use of which it learns; (e) cooperate reasonably in all respects with respect to implementation, access, support, and maintenance of the Service; and (f) ensure that a current email address is associated with each User's account.

**4. Representations.** Each party represents that (a) it has the power and authority to validly enter into this Agreement, (b) this Agreement has been duly and validly authorized, executed and delivered by such party, (c) the execution and delivery of this Agreement does not violate or conflict with any other agreement, license, or obligation of such party, (d) it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from or on behalf of any employees or agents of the other party in connection with this Agreement, and (e) it is financially solvent and has the ability to perform its obligations hereunder.

**5. Instructure Warranties.** Instructure warrants that: (a) it shall implement reasonable administrative, technical, and physical safeguards in an effort to secure its facilities and systems from unauthorized access and to secure the Customer Content; (b) the functionality or features of the Service and Support may change but will not materially degrade during the Term; and (c) the Service will materially conform to its then-current documentation. As Customer's sole and exclusive remedy for Instructure's breach of the warranties set forth in this Section 5: (i) Instructure shall correct the non-conforming Service at no additional charge to Customer; or (ii) in the event Instructure is unable to correct such deficiencies after good-faith efforts, Instructure shall refund Customer amounts paid that are attributable to the defective Service from the date Instructure received such notice. Customer must report deficiencies in writing to Instructure within thirty (30) days of their identification in order to receive any warranty remedies herein. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5 AND TO THE MAXIMUM EXTENT OF THE LAW, INSTRUMENT AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, INSTRUMENT DOES NOT WARRANT THE RESULTS OR OUTCOMES FROM USE OF THE SERVICE OR THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE EXTENT THE FOREGOING DISCLAIMER IS EXPRESSLY PROHIBITED BY LAW, ANY AVAILABLE WARRANTY SHALL BE LIMITED TO THIRTY (30) DAYS AND TO THE SERVICE REMEDIES PROVIDED BY INSTRUMENT IN THIS SECTION 5.

**6. Fees.** As consideration for the subscription to the Service, Customer shall pay all fees set forth in an Order Form ("**Fees**") annually in advance, thirty (30) days after receipt of an invoice or as otherwise agreed to in the Order Form. All Fees owed by Customer are exclusive of, and Customer shall pay all applicable sales, use, VAT, excise, withholding, and other taxes that may be levied in connection with this Agreement. Instructure reserves the right (in addition to any other rights or remedies Instructure may have) to discontinue the Service and to suspend all Users' and Customer's access to the Service if any Fees are overdue until such amounts are paid in full. Except as expressly set forth in this Agreement, all Fees are non-refundable.

**7. Service Standard.** Instructure will use commercially reasonable efforts to make each Service available with an annual uptime percentage of at least 99.9% ("**Service Commitment**"). In the event Instructure does not meet the Service Commitment, Customer will be eligible to receive a service credit as described below. The maximum amount of the credit is 1/12 of the annual subscription Fees paid and attributable to the Service that is unavailable for a twelve (12) month period. The service credit is calculated by taking the number of hours the applicable Service was unavailable below the Service Commitment, and multiplying it by 3% of 1/12 of the applicable annual subscription Fees. Any days prior to Customer's initial use of the Service will be deemed to have had 100% availability. Any unavailability used to calculate a prior service credit cannot be used for any future claims. The Service Commitment does not apply to any scheduled outages, standard maintenance windows, force majeure, and outages that result from any technology issue not originating from Instructure. Customer's sole and exclusive remedy for breach of the Service Commitment in this Section 7 will be for Instructure to provide a credit as provided in this Section 7; on the condition that Customer notifies Instructure in writing of such claim within thirty (30) days of becoming eligible for such claim.

**8. Compliance.** Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement, including with respect to personally identifiable information from records that are subject to applicable privacy laws, including, but not limited to, the Family Educational Rights and Privacy Act, as amended ("**Personal Information**"). Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (a) is located in a country that is subject to a U.S. government embargo; or (b) is listed on any U.S. government list of prohibited or restricted parties.

**9. Customer Content.** As between Instructure and Customer, any and all information, data, results, plans, sketches, text, files, links, images, photos, videos, audio files, notes, or other materials uploaded by a User through the Service ("**Customer Content**") remain the sole property of Customer. Instructure may use the Customer Content solely to provide and improve the Service in accordance with this Agreement or Customer's instructions.

**10. Data Use.** Customer agrees that data derived from Instructure's provision of the Service or Customer's use of the Service ("**Usage Data**") may be used by Instructure for the purposes of analysis, including statistical analysis, trend analysis, creation of data models, and creation of statistical rules. Such Usage Data will only be used in its aggregated or anonymized form and such results may be used by Instructure for any lawful purpose not otherwise excluded by this Agreement. As between the parties, Instructure owns the Usage Data. Notwithstanding anything contained in this Agreement to the contrary, Usage Data does not include Customer Content or any information that identifies or can be reasonably used to identify an individual person or Customer.

**11. Third-Party Services.** Customer may access third-party services, content or links through the use of the Service (collectively "**Third-Party Services**"). Instructure does not control Third-Party Services or make any representations or warranties with respect to Third-Party Services. In addition, Instructure is not responsible for Third-Party Services.

**12. Limitation of Liability.** EACH PARTY AND ITS SUPPLIERS SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICE (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OR INACCURACY OF DATA, RECORDS OR INFORMATION, COST(S) OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND ANY FAILURE OF DELIVERY OF THE SERVICE), EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. EXCEPT FOR A PARTY'S INDEMNITY OBLIGATIONS IN SECTION 17.1, EACH PARTY'S CUMULATIVE MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

**13. Confidentiality.** Each party acknowledges that it or any entity that directly, or indirectly through one or more intermediaries' controls, is controlled by or is under common control with such party (an "**Affiliate**") may disclose (in such capacity the "**Disclosing Party**") Confidential Information to the other party or its Affiliates (in such capacity, the "**Receiving Party**") in the performance of this Agreement. Accordingly, the Receiving Party shall: (a) keep the Confidential Information disclosed by the other party confidential; (b) use Confidential Information only for purposes of fulfilling its obligations and exercising its rights hereunder; and (c) disclose such Confidential Information only to the Receiving Party's employees or Affiliates who have a need to know and only for the purposes of fulfilling this Agreement or to the extent required by law. As used herein, "**Confidential Information**" means any and all non-public, confidential and proprietary information, data, or know-how, including all Personal Information and information about the Disclosing Party's businesses, operations, finances, properties, employees, relationships with third parties, plans, trade secrets, and other intellectual property and all analyses, compilations, forecasts, studies, summaries, notes, reports, memoranda, interpretations, data, and other materials which contain or are generated from the Confidential Information, whether disclosed in writing, orally, electronically, or by other means, and whether or not identified as confidential. For the avoidance of doubt, any non-public aspect of the Service will be considered the Confidential Information of Instructure. Confidential Information shall not include information that: (i) is or becomes a matter of public knowledge through no fault of the Receiving Party; (ii) is rightfully received by the Receiving Party by a third party without a duty of confidentiality; (iii) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party; or (iv) is identified by the Disclosing Party in writing as no longer confidential and proprietary. Notwithstanding the restrictions above, the Receiving Party may disclose the Confidential Information pursuant to law, regulation, subpoena or court orders, provided that the Receiving Party promptly notifies the Disclosing Party in writing prior to making any such disclosure to permit the Disclosing Party an opportunity to prevent disclosure or seek an appropriate remedy from the proper authority. The Receiving Party agrees to cooperate with the Disclosing Party in seeking such order or other remedy. The Receiving Party further agrees that if the Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required (based on the advice of counsel) and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be afforded the Confidential Information. Further, any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal or unlawful activity on the Service as well as to disclosures required by or under applicable law or related government agency actions. Instructure will also comply with all court orders or subpoenas involving requests for such information.

**14. Proprietary Rights.** As between Customer and Instructure, the Instructure Intellectual Property is, and shall at all times remain the sole and exclusive property of Instructure. Instructure shall have the right, in its sole discretion, to modify the Instructure Intellectual Property. "**Instructure Intellectual Property**" means: (a) the Service; (b) all improvements, changes, enhancements, and components thereof; (c) all other proprietary materials of Instructure and/or its licensors; and (d) all other intellectual property owned by Instructure including, but not limited to, all copyrights, patents, trademarks and trade names, trade secrets, specifications, methodologies, documentation, algorithms, criteria, designs, report formats, and know-how, as well as any underlying source code and object code related thereto.

**15. Term and Termination.** The term of this Agreement is specified in the Order Form ("**Term**") and shall continue for its full duration unless earlier terminated by a party in accordance with this Section 15. In addition to any other rights and remedies that may be available, either party may terminate this Agreement for a material breach of any provision of this Agreement by the other party if such material breach remains uncured for thirty (30) days after receipt of written notice of such breach from the non-breaching party. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. Upon expiration or termination of this Agreement: (a) Customer shall immediately cease using the Service; and (b) in connection with certain aspects of the Service that feature an export function Customer may export the Customer Content by using the export feature within the Service for a period of three (3) months from termination, after which Instructure shall have no obligation to maintain or provide any Customer Content.

**16. Suspension of Service.** Instructure may suspend a User's access to the Service for a violation of Section 3 of this Agreement, any applicable law, or third-party rights to the extent and for the duration necessary to address any such violation. Instructure will use commercially reasonable efforts to

provide notice to Customer in advance of any suspension unless such violation may cause direct harm to the Service or may result in liability to Instructure. Customer agrees that Instructure will not be liable to Customer or a User if Instructure exercises its suspension rights as permitted by this Section 16.

#### **17. Indemnification.**

**17.1** Instructure will indemnify and defend Customer from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claim by a third party alleging that the Service infringes or misappropriates the intellectual property rights of that third party. Notwithstanding the foregoing, Instructure shall not be obligated to indemnify Customer if such infringement or misappropriation claim arises from: (a) the Customer Content; (b) Customer's or User's misuse of the Service; or (c) Customer's or User's use of the Service in combination with any products, services, or technology not provided by Instructure. If a claim of infringement or misappropriation is made, Instructure may, in its sole discretion: (i) modify the Service so that it becomes non-infringing; (ii) obtain a license permitting continued use of the Service; or (iii) terminate the Agreement with no liability to Customer, other than Instructure's obligation to indemnify hereunder, and return the unused portion of any prepaid Fees. Customer will indemnify and defend Instructure from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claim by a third party alleging: (z) the Customer Content infringes or misappropriates the intellectual property rights of that third party; or (y) use of the Service by Customer or any User in violation of this Agreement or the AUP.

**17.2** The party seeking indemnification (the "**Indemnified Party**") shall provide the other party (the "**Indemnifying Party**") with prompt written notice upon becoming aware of any claim subject to indemnification hereunder and shall provide reasonable cooperation to the Indemnifying Party in the defense or investigation of any claim, suit or proceeding. The Indemnifying Party, at its option, will have sole control of such defense, provided that the Indemnified Party is entitled to participate in its own defense at its sole expense. The Indemnifying Party shall not enter into any settlement or compromise of any such claim, suit, or proceeding without the Indemnified Party's prior written consent, except that the Indemnifying Party may without such consent enter into any settlement of a claim that resolves the claim without liability to the Indemnified Party and without impairment to any of the Indemnified Party's rights or requiring the Indemnified Party to make any admission of liability.

**18. General.** Each party acknowledges that any breach, threatened or actual, of this Agreement, including, without limitation, with respect to unauthorized use of proprietary assets, will cause irreparable injury to the other party, such injury would not be quantifiable in monetary damages, and the other party would not have an adequate remedy at law. Each party therefore agrees that the other party shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of this Agreement. Each party waives any requirement that the other party post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to enforce any provision of this Agreement. Any legal notice by a party under this Agreement shall be in writing and either personally delivered, delivered by email or reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified in the Order Form or such other address of which either party may from time to time notify the other in accordance with this Section 18. A copy of all notices to Instructure shall be sent to: Instructure, Inc., 6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, Attention: General Counsel and, if by email, to legal@instructure.com. For purposes of service messages and notices about the Service, Instructure may place a banner notice or send an email to the current email address associated with an account and all notices shall be in English and deemed effective upon receipt. If Instructure is unable to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including, but not limited to, acts of God, earthquakes, hacker attacks, actions or decrees of governmental bodies, changes in applicable laws, or communication or power failures, such obligations will be suspended so long as those circumstances persist. This Agreement shall be interpreted, governed, and construed by the laws of the State of Delaware without regard to principles of conflict of laws. Instructure is an independent contractor to Customer. If any term of this Agreement is invalid or unenforceable, the other terms remain in effect and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Amendments to this Agreement must be made in writing and signed by both parties. The Parties agree that: (a) this Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof, and any prior representations, statements, and agreements relating thereto are superseded by the terms of this Agreement; and (b) Customer may use purchase orders or similar documents only as proof of acceptance of each Order Form and for convenience only, and all terms and conditions (preprinted or otherwise and regardless of how referenced) shall be void and of no effect. Any attempt by Customer to assign this Agreement, in whole or part, to any entity, without Instructure's prior written consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. Customer agrees to allow Instructure to use its name, logo, and non-competitive use details in both text and pictures in its various marketing communications and materials, in accordance with Customer's trademark guidelines and policies. Any terms that by their nature survive termination or expiration of this Agreement will survive (including, but not limited to, Sections 4, 5, 6, 13, 14, 15, 16, and 18).

Updated 02/2020



Services Order Form

Order #: Q-181197-2  
 Date: 2021-03-26  
 Offer Valid Through: 2021-03-31

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Elizabethton

Address: 804 S. Watauga Ave  
 City: Elizabethton  
 State/Province: Tennessee  
 Zip/Postal Code: 37643  
 Country: United States

**Order Information**  
 Billing Frequency: Annual Upfront  
 Payment Terms: Net 30

**Billing Contact**

**Primary Contact**

Name: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_

Name: Richard Vanhuss  
 Email: richard.vanhuss@ecschoools.net  
 Phone: (423) 547-8000

**Billing Frequency Term:**

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Year 1

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2021-06-01	2022-05-31	User	900	USD 8.00	USD 7,200.00
24x7 Tier 1 Support (Faculty Only)	2021-06-01	2022-05-31	30% of Subscription (Minimums Apply)	1	USD 3,500.00	USD 3,500.00
Canvas Subscription Training - Annual Unlimited	2021-06-01	2022-05-31	% of subscription (Minimums Apply)	1	USD 3,000.00	USD 3,000.00
Studio Cloud Subscription	2021-06-01	2022-05-31	User	900	USD 3.34	USD 3,006.00
Recurring Sub-Total						USD 16,706.00
Year 1 Total						USD 16,706.00

Year 2

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2022-06-01	2023-05-31	User	900	USD 8.40	USD 7,560.00
24x7 Tier 1 Support (Faculty Only)	2022-06-01	2023-05-31	30% of Subscription (Minimums Apply)	1	USD 3,500.00	USD 3,500.00
Canvas Subscription Training - Annual Unlimited	2022-06-01	2023-05-31	% of subscription (Minimums Apply)	1	USD 3,000.00	USD 3,000.00
Studio Cloud Subscription	2022-06-01	2023-05-31	User	900	USD 3.51	USD 3,159.00
Recurring Sub-Total						USD 17,219.00
Year 2 Total						USD 17,219.00

Year 3

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2023-06-01	2024-05-31	User	900	USD 8.82	USD 7,938.00
24x7 Tier 1 Support (Faculty Only)	2023-06-01	2024-05-31	30% of Subscription (Minimums Apply)	1	USD 3,500.00	USD 3,500.00
Canvas Subscription Training - Annual Unlimited	2023-06-01	2024-05-31	% of subscription (Minimums Apply)	1	USD 3,000.00	USD 3,000.00
Studio Cloud Subscription	2023-06-01	2024-05-31	User	900	USD 3.68	USD 3,312.00
Recurring Sub-Total						USD 17,750.00
Year 3 Total						USD 17,750.00
<b>Grand Total:</b>						USD 51,675.00

Deliverable	Description	Expiration
Canvas Cloud Subscription	<p>User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.</p> <p>In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days' of receipt.</p>	N/A
24x7 Tier 1 Support (Faculty Only)	24x7 Tier 1 support (faculty only) per year (30% of subscription - min \$3500)	N/A

Deliverable	Description	Expiration
Studio Cloud Subscription	<p>User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.</p> <p>In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days' of receipt.</p>	N/A

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

Metric	Description
User	<p>User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.</p> <p>In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days' of receipt.</p>

Product	Description
Studio Cloud Subscription	1 GB/subscription per User of storage is included in the annual subscription fee. Additional storage can be purchased for \$3,000 per 1 TB per year.

**Duration:** The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

**Miscellaneous:** Instructure's support terms are available as follows:  
 Canvas & Catalog: <https://www.canvaslms.com/policies/support-terms>  
 Portfolium: <https://portfolium.com/support-terms>  
 MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

**Terms and Conditions**

This Order Form shall be governed by the Master Terms and Conditions which can be found here:  
<https://www.instructure.com/master-terms-conditions>

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

**PURCHASE ORDER INFORMATION**

**TAX INFORMATION**

Is a Purchase Order required for the purchase or payment of the products on this order form?

Please Enter (Yes or No): \_\_\_\_\_

If yes, please enter PO Number: \_\_\_\_\_

Check here if your company is exempt from US state sales tax : \_\_\_\_\_

*Please email all US state sales tax exemption certifications to ar@instructure.com*

By executing this Order Form, each party agrees to be legally bound by this Order Form.

**Elizabethton**

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

**Instructure, Inc.**

Signature:	_____
Name:	_____
Title:	_____
Date:	_____



# QUOTE/ORDER AGREEMENT

**TE21, Inc.**

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

**VALID UNTIL:** 06-30-2021  
**Quote Number:** Q-007975  
**Quote Name:** Elizabethton City TN (CER) - BA IB (MC 3 Yr) - 21-22 - 02/17/2021 13:49

**Business Partner: LEARNING PARTNERS, LLC**

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

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<b>Customer:</b>	<b>Elizabethton City School Dist</b>		
<b>Address:</b>	804 S Watauga Ave, Elizabethton, TN 37643		
<b>Contact Name:</b>	Myra Newman		Assistant Director of Schools for
		<b>Title:</b>	Curriculum
<b>E-mail:</b>	myra.newman@ecschoools.net	<b>Phone:</b>	(423) 547-8000
<b>Sales Rep Contact:</b>	Roger Choate • <i>E-mail:</i> Roger@yourlearningpartners.com • Phone: (270)210-8907		

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**PRODUCTS/SERVICES ORDERED:**



# QUOTE/ORDER AGREEMENT

QTY	UNITS	PRODUCT	DESCRIPTION	PRICE LEVEL	SALES PRICE	TOTAL PRICE
1,774	Students	BA Online MC	Online Student Access - MasteryConnect Platform	MC Platform + GradeCam	\$5.00	\$8,870.00
537	Students	TN-ElemBA CER	CASE Assessments - TN Elementary School Benchmarks for State Tested Subjects	CER 60000+ Consortium Pacing	\$7.50	\$4,027.50
577	Students	TN-MiddBA CER	CASE Benchmark Assessments - TN Middle School for State Tested Subjects	CER 60000+ Consortium Pacing	\$7.50	\$4,327.50
660	Students	TN-HighBA CER	CASE Assessments - TN High School Benchmarks for State Tested Subjects	CER 60000+ Consortium Pacing	\$7.50	\$4,950.00
1,774	Students	StudentRpt	Individual Student Reports	Custom Pricing	\$0.00	\$0.00
1,774	Students	CASE-IB-MC	CASE Item Bank - MasteryConnect Platform	Bundled IB Pricing	\$1.55	\$2,749.70
1,774	Students	IB - Navigate MC	Annual Subscription for Navigate Item Bank	Bundled IB Pricing	\$1.95	\$3,459.30
1	Package	PD-MCDistrict	Mastery Connect District Professional Development Package for new customers	TE21 Base Pricing	\$2,000.00	\$2,000.00
1,805	Students	BA Online enCASE Prof	Online Student Access - TE21 enCASE Platform - Professional Edition with extended assessment analytics	Custom Pricing	(\$2.00)	(\$3,610.00)
1		PD-enCASE Prof Provisioning	enCASE Professional Edition - One-time provisioning fee includes hosted setup, user provisioning, Data Area provisioning, configuration of analytics, training, and assistance with the review and QA process.	Custom Pricing	(\$3,500.00)	(\$3,500.00)
1,774	Students	BA Online MC	Online Student Access - MasteryConnect Platform	MC Platform + GradeCam	\$5.00	\$8,870.00
537	Students	TN-ElemBA CER	CASE Assessments - TN Elementary School Benchmarks for State Tested Subjects	CER 60000+ Consortium Pacing	\$7.50	\$4,027.50
577	Students	TN-MiddBA CER	CASE Benchmark Assessments - TN Middle School for State Tested Subjects	CER 60000+ Consortium Pacing	\$7.50	\$4,327.50
660	Students	TN-HighBA CER	CASE Assessments - TN High School Benchmarks for State Tested Subjects	CER 60000+ Consortium Pacing	\$7.50	\$4,950.00
1,774	Students	StudentRpt	Individual Student Reports	Custom Pricing	\$0.00	\$0.00
1,774	Students	CASE-IB-MC	CASE Item Bank - MasteryConnect Platform	Bundled IB Pricing	\$1.55	\$2,749.70
1,774	Students	IB - Navigate MC	Annual Subscription for Navigate Item Bank	Bundled IB Pricing	\$1.95	\$3,459.30
1	Each	PD-DataWork	Data Workshop for Benchmark Assessments	TE21 Base Pricing	\$2,500.00	\$2,500.00
1,774	Students	BA Online MC	Online Student Access - MasteryConnect Platform	MC Platform + GradeCam	\$5.00	\$8,870.00
537	Students	TN-ElemBA CER	CASE Assessments - TN Elementary School Benchmarks for State Tested Subjects	CER 60000+ Consortium Pacing	\$7.50	\$4,027.50
577	Students	TN-MiddBA CER	CASE Benchmark Assessments - TN Middle School for State Tested Subjects	CER 60000+ Consortium Pacing	\$7.50	\$4,327.50
660	Students	TN-HighBA CER	CASE Assessments - TN High School Benchmarks for State Tested Subjects	CER 60000+ Consortium Pacing	\$7.50	\$4,950.00
1,774	Students	StudentRpt	Individual Student Reports	Custom Pricing	\$0.00	\$0.00
1,774	Students	CASE-IB-MC	CASE Item Bank - MasteryConnect Platform	Bundled IB Pricing	\$1.55	\$2,749.70
1,774	Students	IB - Navigate MC	Annual Subscription for Navigate Item Bank	Bundled IB Pricing	\$1.95	\$3,459.30
					<b>Total:</b>	<b>\$82,542.00</b>



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

Online delivery orders, including CASE Item Bank, are also governed by the Master Terms and Conditions of our delivery platform partner, MasteryConnect, located at <https://www.masteryconnect.com/terms>.

**Additional details of your order follow.**

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

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

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

Additional Assessment Details			
Assessment Package	Op 1: 1st BA, 2nd BA, & Final Comp		
Exceptions to Assessment Package			
College and Career Ready Assessments			
Grades to Test		# of Students	
CASE Item Bank Subscription			
Grades to Access	3-11	# of Students	1,774
Subscription Start Date	07-31-2021	Subscription End Date	07-30-2024
New Subscription Notes			
Online Delivery Platform Vendor			
CASE Item Bank		Assessments	
MasteryConnect		MasteryConnect	
Special Instructions			
<p>This quote is for CASE assessments and CASE+Navigate item bank for grades 3-11, all delivered via MasteryConnect platform* (includes GradeCam), for 2021-22, 2022-23 &amp; 2023-24. Quote includes student reports, standard new platform customer training professional development in Year 1 and a Data Review Workshop professional training session in Year 2.</p> <p>*Credit is included for unused enCASE Professional edition and provisioning fee purchased in 20-21 on quote Q 7355.</p> <p>The pricing for this quote is based on your choice to use Consortium pacing. By using Consortium pacing, you will not be able to make any changes or adjustments to the benchmark assessments or the CASE reports.</p>			

**ASSESSMENT ORDERS:**

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

**PRICING, TERM AND EXPIRATION:** This Order is for the school year over which the purchased assessments referenced above are delivered. For CASE Item Bank, this Order is for a 12 month subscription term as detailed in the above order details. The details of this Quote/Order Agreement, including those related to pricing, are valid if executed by Customer on or before **06-30-2021**.

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

*Special Payment Terms:*

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

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

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

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

**TE21, Inc.**

**Customer: Elizabethton City School Dist**  
**Quote: Q-007975**

**By:**   
**Name:** Lou Ann Little  
**Title:** Sr. Director of Finance & Operations  
**Date:** 2/18/2021

**By (Authorized):** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

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

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



April 5, 2021

Elizabethton School Board,

I am requesting the addition of a coaching position for Elizabethton High School Volleyball.

We offer 3 levels of competition during the season, Varsity, Junior Varsity, and Freshman. We have a maximum of 30 spots on the team. (This is the number of uniforms we keep on hand.) The program would be greatly enhanced by the addition of a fourth coach who would become the Varsity Assistant. Creating and analyzing film has become critical to the game and to recruiting of our athletes for play at the next level. With the current 3 positions we have there is not enough time in the day to fulfill our teaching responsibilities, coach and analyze film. A fourth person could help in this regard. Also, during practices we generally set up 2 nets and divide our team up to allow them the maximum benefit of practice time. It is difficult to evaluate and instruct on both sides of the net while drills are being run. A fourth coach would allow each of us to be responsible for one side of the net and the growth of our players and our program would be greatly enhanced.

Thank you for your consideration of this position. Go Cyclones!!!

*Lulu Bradley*