

ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION

REGULAR SCHEDULED MEETING

Thursday, June 17, 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, June 17, 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
6. TIME FOR CITIZENS TO SPEAK REGARDING ESSER PLANNING AND THE AMERICAN RESCUE PLAN FUNDING.
7. SPECIAL RECOGNITION

A. Special Recognition of the following:

All Cafeteria Staff and School Nutrition Program Coordinator

Mr. Dustin Hensley, Library Media Specialist at EHS

Ms. Veronica Watson, Student Liaison to the Board of Education

8. CONSENT AGENDA

- A. Minutes of Regular meeting: May 20, 2021.
- B. Approve General Purpose Fund Financial Statement, May 30, 2021.
- C. Approve Federal Projects Fund Financial Statement, May 30, 2021.
- D. Approve School Nutrition Fund Financial Statement, May 30, 2021.
- E. Equipment Disposal Request from Travis Hurley, Principal at ES for the disposal of an Amazon Basics Paper Shredder that no longer works.
- F. Equipment Disposal Request from Travis Hurley, Principal at ESE, for the disposal of a Dell docking station to be thrown away.
- G. Equipment Disposal Request from Chris Berry, Principal at TAD for the disposal of 22 Dell Optiplex computers from the Computer Lab to be recycled by the Technology Dept.
- H. Equipment Disposal Request from John Wright, Principal at WSE, for the disposal of three desktop computers to be recycled by Technology.

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.

- I. Equipment Disposal Request from Jason Lancaster for the disposal of various switches, battery back-ups, and old Olympus camera to be thrown away.
- J. Approve second reading of revised Board Policy 6.204 Attendance of Non-Resident Students.
- K. Approve on first reading Board Policy 1.407 School District Records as revised.
- L. Approve FY22 Consolidated Application Approval for IDEA/ESEA School Year 2021-22.
- M. Approve renewal of a Dual Enrollment Memorandum of Understanding between Elizabethton City Schools and Northeast State Community College for the 2021-2022 Academic Year.
- N. Approve the Renewal of Bid No. 2018-2019-02-SN for milk and ice cream products from Mayfield Dairy for the bid period July 1, 2021, through June 30, 2022.
- O. *Approve WELNET agreement for Focused Fitness program to assist physical education teachers to collect and report student fitness data. This program is funded through Coordinated School Health and was paid for in 19-20 school year, but was unused due to COVID-19.*

P. Approve School Year 2021-22 Agreement to Administer the School Nutrition Program(s).

9. REPORT – DIRECTOR OF SCHOOLS/BOARD MEMBERS

Additional Position: Tammy Markland, Book Bus Coordinator, effective May 17, 2021; Judy Fletcher, Book Bus Teacher, effective May 17, 2021; Lakyn B. Janes, ESP Student Leader (System-wide), effective May 18, 2021; Lauren Meier, Asst. Girls' Soccer Coach at EHS, effective June 3, 2021; Vanessa Nanney, Asst. Cheerleading Coach at TAD, effective May 26, 2021.

New Hire: Kaitlyn D. Haney, ESP Student Leader (System-wide), effective May 26, 2021; Samantha Husbands, Head Girls'/Asst. Boys' Soccer Coach at TAD, effective May 14, 2021; Jessica Lovelace, ESP Student Leader (System-wide), effective May 25, 2021; Kelci H. Marosites, ESP Student Leader/Child Care Worker at HME, effective June 7, 2021; Jonathan E. Valentine, Teacher (Band) at EHS, effective August 2, 2021; Robyn Roszel, CIP-Swimming Instructor at EHS, effective June 7, 2021.

Resignations: Rachel Arrowood, Teacher at TAD, effective May 26, 2021; Mary Beth Biggs, Asst. Volleyball Coach at TAD, effective July 31, 2021; Hannah Grindstaff, ESP Student Leader (System-wide), effective May 20, 2021; Adam Laney, Asst. Soccer Coach at EHS, effective May 12, 2021; Bayley McGee, Asst. Girls' Basketball Coach at TAD, effective June 2, 2021; Rikki D. Wagner, ESP Student Leader (System-wide) effective May 25, 2021; Ryan C. White, Asst. Baseball Coach at EHS, effective May 18, 2021.

Transfer: Kendra Lewis, from Instructional Assistant at ESE, to Teacher (ESSER) at HME.; Victoria Nanney from Cheerleading Coach at TAD to JV Cheerleading Coach at EHS; Judy Fletcher, from Librarian at WSE to College & Career Advisor at EHS, effective May 31, 2021; Melody Crockett, from Teacher at TAD to Teacher (ESSER) at EHS, effective August 2, 2021; Beth Deloach, from 2nd Grade Teacher at HME to ESSER K-2 ELA Team Teacher at HME, effective August 2, 2021.

Leave of Absence: Leslie N. Webb, teacher at HME, from April 20, 2021, through May 12, 2021.

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.

Retirements: Leslie N. Webb, Teacher at HME, effective May 25, 2021; Regina Wilder, Coordinated School Health Coordinator, effective July 1, 2021.

10. OTHER

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

11. REGULAR AGENDA

- A. Approve revised Board Policy 6.205 Student Assignments, with mark-ups.
- B. Approve creation of a full-time bus driver/custodian/maintenance position to begin in the 2021-2022 school year.
- C. Ratify creation of a Career Advisor position for Elizabethton High School to be funded from General Purpose and XQ funds.
- D. Approve creation of three (3) elementary and one (1) junior high teacher positions to support the TN All Corps. in-school tutoring program to be paid for using ESSER 3.0 funds.
- E. Approve selection of Five Points Benefits Solutions as the exclusive Insurance Broker for Elizabethton City Schools.
- F. Approve Five Points "My Benefits Channel" for Elizabethton City Schools.
- G. Approve a Memorandum of Understanding between Elizabethton City Schools and Niswonger Foundation for AP Access for All.
- H. Approve Grow Your Own Grant Memorandum of Understanding between the State of Tennessee and Elizabethton City Schools.
- I. Approve purchase of Aruba ClearPass Network Access Control System to minimize threats of malicious attacks via connected devices accessing the District's network. Purchase is via TIPS USA Cooperative Purchasing Agreement.
- J. Approve purchase of Comprehensive Health Education Curriculum from Advancing Health Equity in the amount of \$5,062.20 using Coordinated School Health funds.
- K. Approve the purchase of a new Daktronics SportsSound150 sound system for the TAD Gymnasium from Daktronics (Quote #762840-1-0) in the amount of \$18,309.00, to be purchased using TAD Athletic funds. State Contract TCPN #R170101.
- L. Discussion regarding the American Rescue Plan and ESSER funding.
- M. Discussion regarding the Director of Schools evaluation.

12. FOR YOUR INFORMATION

13. NEXT REGULARLY SCHEDULED BOARD MEETING

- A. The next regularly scheduled Board Meeting will be held on Thursday, July 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

14. ADJOURN

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.

ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION
REGULAR SCHEDULED MEETING
Thursday, May 20, 2021 5:30 PM
Mack Pierce Board Room

The Elizabethton Board of Education met in a regular meeting on Thursday, May 20, 2021, at 5:30 PM, at Mack Pierce Board Room.

Attendance Taken at 5:30 PM.

Phil Isaacs: Present
Danny O'Quinn: Present
Eddie Pless: Present
Jamie Schaff: Present
Mike Wilson: Present

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 Phil Isaacs TO APPROVE THE CONSENT AND REGULAR AGENDA. Motion carried.

Phil Isaacs: aye
Danny O'Quinn: aye
Eddie Pless: aye
Jamie Schaff: aye
Mike Wilson: aye

aye: 5, nay: 0

TIME FOR CITIZENS TO SPEAK

No Citizens have asked to appear before the Board.

Special recognition of the CER Curriculum Review Team as follows:

Laura Blevins

Amanda Righter
Kendra Cline
Janey White
Lindsey Kyker
Matthew Fox
Kristin Waite
Brennan Trent
Denise Hilton
Brandi McCloud

Comprehensive Educational Review. Directed by Dr. Mia Hyde. K through 12, ELA, Math and Social Studies. Materials vetted by our team. Thanks to everyone on the Team.

Mr. VanHuss: We appreciate the work they've done and are doing. We're really excited about what that means for our school system.

CONSENT AGENDA

Minutes of Regular Meeting: April 15, 2021.

Approve General Purpose Fund Financial Statement, April 30, 2021.

Approve Federal Projects Fund Financial Statement, April 30, 2021.

Approve School Nutrition Fund Financial Statement, April 30, 2021.

Approve Equipment Disposal Request from Regina Isaacs, Child Nutrition Director, for the disposal of Dell Optiplex Computers located in all the schools for disposal by the Technology Department. Please see attached documentation for details.

Approve Equipment Disposal Request from Jon Minton, Principal at EHS for the disposal of a wooden desk, desk chair and broken library projector screen to be thrown away.

Approve Equipment Disposal Request from Jon Minton, Principal at EHS for the disposal of plastic chairs to be thrown away.

Approve an Agreement between Elizabethton City Schools and Deborah L. Curlee Communication Consultants, LLC, d/b/a Sidekick Therapy Partners, to provide speech and language services for the school year 2021-2022.

Approve Equipment Disposal Request from Jon Minton, Principal at EHS for the disposal of weight lifting equipment to be donated to Recovery Soldiers Ministry.
Approve Equipment Disposal Request from Eric Wampler for the disposal of Dell Computers and Monitors to be thrown away.

Approve Equipment Disposal Request from Brian Culbert, CTE Director at EHS, for the disposal of a Manikin (Beatrice) to be thrown away.

Approve Equipment Disposal Request from Joey Trent, Director of Maintenance and Technology, for the disposal of a Precision 4800 Laptop Computer to be recycled by the Technology Department.

Approve a Memorandum of Understanding between Elizabethton City Schools and Lobaki, Inc., to confirm that EHS Students will have the opportunity to intern with Lobaki through 2023.

Approve a Memorandum of Understanding between ECS and Niswonger Foundation for Project "On Track" for the period of April 26, 2021 through May 31, 2022.

Approve the following individuals' permission to pick up night deposits made at Citizens Bank. Forrest Holt, Community Involvement Director, Myra Newman, Assistant Director of Schools, and Rachael Williams, EHS Athletics Secretary.

Approve Agreement between ECS and Interquest Detection Canines for the period August 2021 through May 2022.

Approve the Renewal of RFP 2019-2020-02, Pest Control Services, with Chappell's Pest Control for the fiscal year of July 1, 2021, through June 30, 2022. This contract will provide pest control services at six Elizabethton City School facilities at \$4,800.00 annually.

Approve the Renewal of RFP 2019-2020-01, Lawn Maintenance Services by Jabez Complete Lawn Service for the fiscal year of July 1, 2021, through June 30, 2022. This Contract will provide lawn maintenance services at six Elizabethton City School facilities at \$70,000.00 annually.

Approve Maggie Booher, Teacher at EHS, to conduct anonymous surveys from data received from her current classroom students to use as qualitative research for her Master of Education Degree at Milligan College.

Approve Equipment Disposal Request from Teresa Robinson, Systemwide RN for the disposal of #4 adult outdated CPR mannequins and #4 infant outdated mannequins to be donated to the Elizabethton Parks and Recreation.

REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS

OTHER

Director's Update

We have 2-1/2 days left of an incredibly unprecedented year. Cooks, custodians, technology, teachers, maintenance, the job has been incredible. They've loved on our kids which is what they needed. Kids are resilient. Leadership and guidance has been key.

ESSER 3.0: strings attached, and we're working through the details. A more detailed report in June to discuss plans with this money. Reminder, Saturday is a big day...graduation at EHS, 10:00 a.m. This is the first outside graduation since 1973. Those planning on being there, please make sure you're there by 9:15 a.m. Thank you to Supervisors...always reports and monitoring, especially this year. Shout out for all their hard work. People are serving multiple roles. Really excited about the quality of individuals we can employ.

City Council: recognized the football team for their state championship. They're at a retreat in Gatlinburg right now considering some requests made by us.

Good luck to Connor Johnson and Kia Simmons from EHS competing in State Track Meet. We also have four individuals at T. A. Dugger who have also qualified for the State Track Meet and those are Brock Stewart, Lilly Hardin, Jeriah Norris, and Lillyanna May. The EHS Softball team plays tomorrow night at 5:30 against Gibbs High School in a Sectional Game, we're one game away from the State Tournament. They've had a tremendous season. We wish them well.

Dr. Newman gave an update on summer school. She and a few others have developed a summer school plan. Going to be a challenge. Two camps one at WSE rising 1st through 5th (207 enrolled), and a TAD 6-8th grade students (101

enrolled). Our teachers have stepped up and have agreed to work for four weeks, Camps will be for 16 days, 4 weeks, 4 days per week in the month of June. Camp at West Side will be for seven hours, 2 hours of Math, 2 hours of reading, physical activity, an hour of intervention, serve breakfast and lunch and an hour of STREAM. Middle School will have 2 hours of math, 2 hours of reading, an hour of intervention, physical activity, breakfast and lunch. This wouldn't have been possible without three special people as our Program Directors, Dr. Tammy Markland, Ms. Penny Nave, and Mr. Justin White. We have around 19 teachers working at elementary and 15 teachers at TAD. We will also have a Secretary, Nurse, Educational Assistants, and a Frontier Health Counselor to help serve our students. Looking forward to this opportunity.

We will recognize Veronica Watson at the June Board Meeting as she will be graduating on Saturday. We will also be welcoming our new Student Liaison, Maggie Cole!

Board Reports

City Council Liaison's Report

Mr. Simerly did not attend due to a City Council Retreat in Gatlinburg, Tennessee.

Student Liaison's Report

Veronica stated she would wait until the June Meeting to speak.

REGULAR AGENDA

Approve the Elizabethton City Schools Budget for the 2021-2022 Fiscal Year.

Motion was made by Phil Isaacs, second by Danny O'Quinn to approve the Elizabethton City Schools Budget for the 2021-2022 Fiscal Year. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

All Board Members read Declarations regarding family members working within the School System.

All employees will receive at least a three percent raise. Salary study was done about 15 years ago to look at teacher pay scale. No rhyme or reason in moving from one step to the next. Proposed index we're recommending in this budget, index for moving from Bachelors to Masters or Masters to Ed.S or Ed.S to Doctoral, roughly a 10% increase. Step 0 to 1 there's a 5% increase then Steps 1-15 would be 2.5% increase. We will have a scale showing what to expect from one step to the next. This normalizes the scale. Some of the largest raises we've ever given. This has always been on the back burner, and we're glad to be able to do this.

All the things that were requested in the Budget Workshop are included in this Budget Document.

Mr. Pless stated he was glad we were able to do this and special thanks to Beth.

Approve FY22 Consolidated Application Approval for IDEA/ESEA School Year 2021-2022.

Motion was made by Phil Isaacs, second by Danny O'Quinn to approve FY22 Consolidated Application Approval for IDEA/ESEA School Year 2021-2022. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

This includes all Federal Programs. Thanks to Mr. Hutchins and Mr. Boatman for their work on this Application.

Approve revised Board Policy 6.204 Attendance of Non-Resident Students, with mark-ups.

Motion was made by Danny O'Quinn, second by Phil Isaacs to approve revised Board Policy 6.204 Attendance of Non-Resident Students, 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

Section on Page Three: We've kicked this around for several years. Allowing City of Elizabethton Employees to bring their children to ECS tuition-free. Fire, Police, Water, Electric, City Hall, roughly (250) employees. Amount of tuition under \$15,000.00. The financial impact is fairly minimal. The City of Elizabethton is our funding body. This would be an opportunity to give back to the City. It might even be a retention solution for the City. Goodwill gesture to the City.

Approve ratification for the creation of an additional Typhoons coach position for the Community Involvement Program at EHS.

Motion was made by Phil Isaacs, second by Jamie Schaff to approve ratification for the creation of an additional Typhoons coach position for the Community Involvement Program at EHS. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

The Typhoons program is a youth swim program. Program is self-funded through fees paid by participants.

Coach Holt: Thanked the Board for approval of the position. Month of May program has grown with 30 participants, city school students, a few county students, and some home schoolers. Previously had one instructor and a lifeguard. This allows for more supervision.

Approve creation of an E-Sports Gaming Program Instructor position to be funded and managed by the ECS Community Involvement Program.

Motion was made by Danny O'Quinn, second by Mike Wilson to approve creation of an E-Sports Gaming Program Instructor position to be funded and managed by the ECS Community Involvement Program. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

EHS has created an ESports gaming team. Chad Salyer is heading this up. Doing great. This will allow to get the ESports gaming into the summer and available to our students and students in the surrounding area. This will be paid from fees collected from participants. TClasses will be held in the computer lab in Mr. Clevinger's classroom at EHS a couple of days a week. Caitlyn Kecther received a scholarship gaming on her own. Miligan and ETSU have an ESports Program. It's a growing opportunity.

Veronica Watson stated from a student perspective, she appreciated this being implemented. It's hard to believe this is a thing that's happening and that we've been able to jump on it. It's great to keep students involved and coming back.

Approve proposed Change Orders for T. A. Dugger Jr. High School interior renovations and re-roofing projects resulting in a credit of \$13,377.85.

Motion was made by Danny O'Quinn, second by Mike Wilson to approve proposed Change Orders for T. A. Dugger Jr. High School interior renovations and re-roofing projects resulting in a credit of \$13,377.85. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

We had two projects going on at the same time, interior renovations, restrooms and roofing. There were additional costs involving the restrooms where concrete had to be cut up to put in the new plumbing. Also, metal beaming had to be installed in the upstairs bathrooms.

On the roofing project we had substantial savings. We also had built in contingencies in the roofing project. We're taking some contingency savings we had in the roof project to take care of the interior renovations, and they will issue a check to us in the amount of \$13,377.85. They also held back \$7,000.00 when the project was started so when the chimney work is finished that amount may be \$20,377.85. This change order will take care of the interior renovation project and when the chimney work is finished there will be another change order. You need to go down and check out the restrooms if you haven't yet.

Approve the purchase of 42 Anywhere Cart AC-30-30 Bay Configurable Charging Carts from Central Technologies, in the total amount of \$23,940.00, to be used in all schools for the storing of Chromebooks.

Motion was made by Jamie Schaff, second by Danny O'Quinn to approve the purchase of 42 Anywhere Cart AC-30-30 Bay Configurable Charging Carts from Central Technologies, in the total amount of \$23,940.00, to be used in all schools for the storing of Chromebooks. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

We purchased 1,500 Chromebooks and have nowhere to store them. We are in the process of collecting them all and will have a good place to store them. These funds were built into ESSER 1.0 to purchase the carts. Part of TIPS USA bid process.

Approve Trane proposal to replace rooftop units at East Side and West Side Elementary Schools in the amount of \$99,299.00. These units will be paid for using ESSER 2.0 funds.

Motion was made by Phil Isaacs, second by Mike Wilson to approve Trane proposal to replace rooftop units at East Side and West Side Elementary Schools in the amount of \$99,299.00. These units will be paid for using ESSER 2.0 funds. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Another item using ESSER 2.0 Funds. All rooftop units that need to be replaced at East Side and West Side. US Communities Cooperative Purchasing Contract.

Approve purchase of new band uniforms for Elizabethton High School, in the amount of \$62,625.00 to be paid for using donated funds.

Motion was made by Mike Wilson, second by Danny O'Quinn to approve purchase of new band uniforms for Elizabethton High School, in the amount of \$62,625.00 to be paid for using donated funds. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

We have a new Band Director. Jonathan Valentine will be taking over as the new Director and wanted him to have input on the design of the uniforms. EHS hosted a retirement reception for Mr. Elliott last week. The EHS band will have Mr. Elliott's fingerprints all over it for many years. Regina May has been out beating the bushes to collect money. We will have a few more months to collect more funds to cover uniform cost until they are ready. \$10,000.00 for bibbers and the \$52,625.00 for the jackets and shakos.

FOR YOUR INFORMATION

NEXT REGULARLY SCHEDULED BOARD MEETING

The next regularly scheduled Board Meeting will be held on Thursday, June 17, 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

ADJOURN

Motion was made by Danny O'Quinn, second by Mike Wilson 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

Motion was made by Danny O'Quinn, second by Mike Wilson to adjourn the meeting. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Danny O'Quinn made the Motion to Adjourn and Mike Wilson seconded the Motion.

Chairman of the Board
Schools

Director of

			2020-21	2020-21	2020-21	2020-21	Unencumbered	May 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	3,025,702.17	97.60	74,297.83	30,872.68
141 R 40120	000	TRUSTEE'S COLLECTIONS - PRIOR	83,000.00	83,000.00	70,974.20	85.51	12,025.80	343.76
141 R 40130	000	CIR CLK/CLK & MASTER COLLECTIO	18,500.00	18,500.00	14,568.63	78.75	3,931.37	3,460.49
141 R 40140	000	INTEREST AND PENALTY	24,000.00	24,000.00	21,451.47	89.38	2,548.53	2,314.69
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	1,006.74	25.17	2,993.26	766.90
141 R 40210	000	LOCAL OPTION SALES TAX	2,300,000.00	2,468,810.00	1,986,450.78	80.46	482,359.22	217,086.71
141 R 40275	000	MIXED DRINK TAX	18,000.00	18,000.00	12,333.51	68.52	5,666.49	1,501.09
141 R 40320	000	BANK EXCISE TAX	30,550.00	30,550.00	16,860.93	55.19	13,689.07	0.00
141 R 41110	000	MARRIAGE LICENSES	600.00	600.00	399.12	66.52	200.88	33.53
141 R 43511	000	TUITION - REGULAR DAY STUDENTS	310,000.00	310,000.00	322,511.30	104.04	-12,511.30	9,285.40
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	76,974.62	34.59	145,577.38	19,384.69
141 R 44110	000	INVESTMENT INCOME	20,000.00	20,000.00	5,561.82	27.81	14,438.18	1,087.12
141 R 44120	000	LEASE/RENTALS	1,000.00	1,000.00	100.00	10.00	900.00	100.00
141 R 44170	000	MISCELLANEOUS REFUNDS	0.00	0.00	9,584.07	0.00	-9,584.07	0.00
141 R 44990	000	OTHER LOCAL REVENUES	200.00	200.00	1,058.87	529.44	-858.87	0.00
141 R 46511	000	BASIC EDUCATION PROGRAM	14,346,000.00	14,450,500.00	13,150,400.00	91.00	1,300,100.00	0.00
141 R 46515	000	EARLY CHILDHOOD EDUCATION	404,779.00	404,779.00	289,493.41	71.52	115,285.59	0.00
141 R 46550	000	DRIVER EDUCATION	6,500.00	6,500.00	0.00	0.00	6,500.00	0.00
141 R 46590	000	OTHER STATE EDUCATION FUNDS	92,000.00	92,000.00	46,414.39	50.45	45,585.61	0.00
141 R 46610	000	CAREER LADDER PROGRAM	41,359.00	41,359.00	44,522.09	107.65	-3,163.09	24,619.45
141 R 46980	000	OTHER STATE GRANTS	55,540.00	55,540.00	176,645.00	318.05	-121,105.00	0.00
141 R 46990	000	OTHER STATE REVENUES	113,000.00	113,000.00	0.00	0.00	113,000.00	0.00
141 R 48610	000	DONATIONS	25,200.00	25,200.00	29,770.78	118.14	-4,570.78	0.00
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	2,827,354.93	117.81	-427,354.93	200,000.00
Grand Revenue Totals			23,709,520.00	23,982,830.00	22,130,138.83	92.27	1,852,691.17	510,856.51

Number of Accounts: 37

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

	Acct	2020-21	2020-21	2020-21	2020-21	Unencumbered	May 2020-21
		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	8,803,352.12	78.44	2,408,378.76	1,002,665.44
141 E 71200	SPECIAL EDUCATION PROGRAM	1,982,648.00	2,030,573.00	1,563,194.35	76.98	464,550.50	164,260.14
141 E 71300	VOCATIONAL EDUCATION PROGRAM	992,510.00	1,002,380.00	771,217.08	76.94	230,070.22	79,822.66
141 E 71400	STUDENT BODY EDUCATION PROGRAM	308,745.00	309,455.00	331,288.28	107.06	-21,833.28	99,684.57
141 E 72110	ATTENDANCE	81,225.00	81,935.00	79,281.86	96.76	2,653.14	5,172.66
141 E 72120	HEALTH SERVICES	368,005.00	375,960.00	282,605.27	75.17	86,977.46	33,005.49
141 E 72130	OTHER STUDENT SUPPORT	802,633.00	811,088.00	695,194.05	85.71	75,593.95	104,988.64
141 E 72210	REGULAR INSTRUCTION PROGRAM	979,244.00	988,329.00	755,051.03	76.40	233,277.97	71,715.01
141 E 72220	SPECIAL EDUCATION PROGRAM	344,955.00	346,790.00	301,675.82	86.99	44,851.18	36,852.39
141 E 72230	VOCATIONAL EDUCATION PROGRAM	147,768.00	148,828.00	137,287.92	92.25	11,540.08	12,277.08
141 E 72250	TECHNOLOGY	462,713.00	465,173.00	433,374.42	93.16	15,809.49	54,278.37
141 E 72310	BOARD OF EDUCATION	475,300.00	476,010.00	445,732.20	93.64	23,073.60	13,583.69
141 E 72320	OFFICE OF THE SUPERINTENDENT	343,598.00	345,483.00	276,747.28	80.10	58,406.05	26,778.51
141 E 72410	OFFICE OF THE PRINCIPAL	1,545,129.00	1,561,334.00	1,294,963.77	82.94	266,134.08	122,914.68
141 E 72510	FISCAL SERVICES	282,861.00	285,576.00	302,440.84	105.91	-18,502.79	25,218.16
141 E 72610	OPERATION OF PLANT	1,512,240.00	1,525,835.00	1,283,935.23	84.15	233,212.42	113,602.79
141 E 72620	MAINTENANCE OF PLANT	817,590.00	822,170.00	901,581.70	109.66	-218,542.00	67,842.77
141 E 72710	TRANSPORTATION	441,895.00	447,870.00	356,345.97	79.56	67,296.14	39,784.50
141 E 73100	FOOD SERVICE	0.00	16,205.00	39,113.71	241.37	-25,116.71	0.00
141 E 73300	COMMUNITY SERVICES	216,552.00	216,552.00	34,552.99	15.96	174,612.49	-4,979.16
141 E 73400	EARLY CHILDHOOD EDUCATION	404,779.00	404,779.00	322,524.83	79.68	80,464.55	31,930.11
141 E 76100	REGULAR CAPITAL OUTLAY	92,000.00	92,000.00	1,613,365.84	1,753.66	-1,832,754.17	295,934.88
141 E 99100	OPERATING TRANSFERS	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
Grand Expense Totals		23,709,520.00	23,982,830.00	21,024,826.56	87.67	2,365,153.13	2,397,333.38

Number of Accounts: 640

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

		2020-21	2020-21	2020-21	2020-21	Unencumbered	May 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	93,000.51	78.88	24,894.49	9,943.28
142 R 47189	OCA	EISENHOWER PROF DEVELOPMENT ST	13,000.00	16,000.00	10,723.11	67.02	5,276.89	1,349.46
142 R 47131	OCP	VOCATIONAL EDUC - BASIC GRANTS	42,387.00	40,179.48	31,625.33	78.71	8,554.15	1,074.12
142 R 47143	OID	SPECIAL EDUCATION - GRANTS TO	556,598.00	584,914.59	418,773.82	71.60	166,140.77	51,117.51
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	513,212.24	64.41	283,539.25	53,377.77
142 R 47590	OT1	OTHER FEDERAL THROUGH STATE	58,404.00	71,464.28	45,527.30	63.71	25,936.98	4,787.79
142 R 47189	OT2	EISENHOWER PROF DEVELOPMENT ST	81,123.00	140,542.25	92,689.94	65.95	47,852.31	24,986.68
142 R 47590	OVR	OTHER FEDERAL THROUGH STATE	42,335.00	42,335.00	31,598.98	74.64	10,736.02	0.00
142 R 47147	21C	SAFE AND DRUG-FREE SCHOOLS-ST	145,334.00	145,334.00	118,196.80	81.33	27,137.20	32,345.28
142 R 47143	890	SPECIAL EDUCATION - GRANTS TO	54,215.00	54,215.00	42,380.83	78.17	11,834.17	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	435,103.36	100.00	0.00	0.00
142 R 47301	CRS	ESSER-CARES ACT	0.00	631,129.02	463,632.98	73.46	167,496.04	36,205.69
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	23,326.93	50.17	23,171.62	0.00
142 R 47304	TCH	Remote Technology Grant - COVI	0.00	160,672.00	160,672.00	100.00	0.00	0.00
Grand Revenue Totals			1,829,613.00	3,417,047.02	2,587,722.25	75.73	829,324.77	220,559.99

Number of Accounts: 21

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

		2020-21	2020-21	2020-21	2020-21	Unencumbered	May 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	1,117,793.75	78.51	223,215.28	76,570.95
142 E 71200	SPECIAL EDUCATION PROGRAM	571,672.00	607,925.72	427,577.16	70.33	180,348.56	48,525.41
142 E 71300	VOCATIONAL EDUCATION PROGRAM	25,268.00	24,594.56	28,676.48	116.60	-6,265.40	2,989.99
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	72,936.13	75.07	22,169.63	7,429.98
142 E 72210	REGULAR INSTRUCTION PROGRAM	209,768.00	342,202.79	227,206.67	66.40	114,896.12	37,535.25
142 E 72220	SPECIAL EDUCATION PROGRAM	54,215.00	68,166.87	49,546.85	72.68	18,620.02	5,451.41
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	114,356.59	55.76	90,720.41	10,499.69
142 E 72410	OFFICE OF THE PRINCIPAL	0.00	0.00	2,809.64	0.00	-2,809.64	1,400.90
142 E 73300	COMMUNITY SERVICES	141,084.00	141,834.00	118,196.80	83.33	23,637.20	26,991.40
142 E 76100	REGULAR CAPITAL OUTLAY	0.00	435,103.36	443,327.36	101.89	-114,299.00	0.00
142 E 99100	OPERATING TRANSFERS	25,490.00	29,285.80	0.00	0.00	29,285.80	0.00
Grand Expense Totals		1,829,613.00	3,417,047.02	2,602,527.43	76.16	621,427.90	217,394.98

Number of Accounts: 151

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

		2020-21	2020-21	2020-21	2020-21	Unencumbered	May 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	13,558.56	61.21	8,591.44	1,877.94
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	16,113.51	47.05	18,136.49	526.54
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	250.80	6.69	3,499.20	20.37
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	557,425.88	100.17	-925.88	57,254.40
143 R 47112	000	USDA COMMODITIES	93,500.00	93,500.00	86,001.16	91.98	7,498.84	4,313.46
143 R 47113	000	USDA BREAKFAST	253,500.00	253,500.00	323,187.88	127.49	-69,687.88	27,892.92
143 R 47114	000	USDA - ESP SNACK PROGRAM	18,000.00	18,000.00	6,029.52	33.50	11,970.48	844.80
Grand Revenue Totals			1,176,125.00	1,176,125.00	1,025,365.07	87.18	150,759.93	92,730.43

Number of Accounts: 44

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

		2020-21	2020-21	2020-21	2020-21	Unencumbered	May 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	942,371.29	80.13	233,753.71	86,459.46
Grand Expense Totals		1,176,125.00	1,176,125.00	942,371.29	80.13	233,753.71	86,459.46

Number of Accounts: 85

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

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

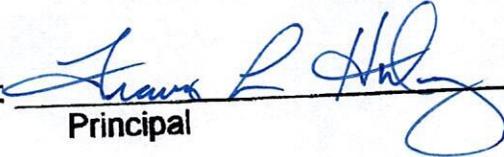
The following items are hereby declared surplus property/equipment of no value or valued at less than \$250.00. Since these items are no longer useful to the Elizabethton City School System, they may be sold at a fair price to any person interested in purchasing them, given away or disposal may be made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

ITEM: Amazon basics
Paper shredder

INVENTORY TAG NUMBER: 4864

METHOD OF SALE/DISPOSAL: Trash

SCHOOL/BUILDING WHERE ITEM IS HOUSED East Side Elementary

SALE/DISPOSAL AUTHORIZED BY:  DATE: 6/21/20
Principal

AUTHORIZED BY: _____ DATE: _____
Director of Schools

AUTHORIZED BY: _____ DATE: _____
Board Chairman

Amazon Basics
Paper shredder

4824

Trash

East Side Elementary

1/1/20

A handwritten signature in blue ink, appearing to read "James F. Hill".

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

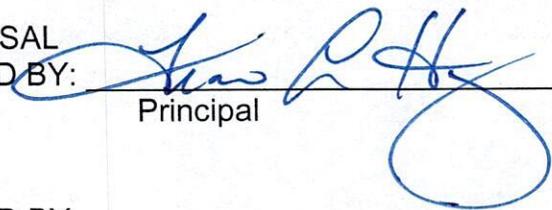
The following items are hereby declared surplus property/equipment of no value or valued at less than \$250.00. Since these items are no longer useful to the Elizabethton City School System, they may be sold at a fair price to any person interested in purchasing them, given away or disposal may be made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

ITEM: Dell Docking Station

INVENTORY TAG NUMBER: 4814

METHOD OF SALE/DISPOSAL: trash

SCHOOL/BUILDING WHERE ITEM IS HOUSED ESE

SALE/DISPOSAL AUTHORIZED BY:  DATE: 5/26/21
Principal

AUTHORIZED BY: _____ DATE: _____
Director of Schools

AUTHORIZED BY: _____ DATE: _____
Board Chairman

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

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

ITEM: 22 Sell Optiplex 790 Computers from Mrs. Aleksaev's
Computer Lab / Getting updated computers

INVENTORY TAG NUMBER: Attached

METHOD OF SALE/DISPOSAL: Receiving

SALE/DISPOSAL AUTHORIZED BY: *C. By* DATE: 6-9-21
Principal

AUTHORIZED BY: _____ DATE: _____
Director of Schools

AUTHORIZED BY: _____ DATE: _____
Board Chairman

Chris Berry

From: Jason Lancaster
Sent: Wednesday, June 2, 2021 10:47 AM
To: Chris Berry
Subject: Computer disposal

Here is the information for the computers to be removed from McKamey's lab. The monitors will be replaced as well but did not have inventory stickers on them. Just the belongs to stickers.

All computers are a Dell Optiplex 790.

SN#	INV#
6gh3yr1	3908
7nl9xr1	3907
41mbxq1	3905
7mwfxr1	3903
gzs0yr1	3904
7mncxr1	3902
6g71yr1	3901
gzx2yr1	3900
28lmxr1	3899
gxr0yr1	3898
7njdxr1	3897
gzxxr1	3896
dmpwv1	3609
gzx1yr1	3894
7n7pxr1	3893
7xf7v1	
7g757v1	3909
7n2bxr1	3891
7n3bxr1	3892
6gbyxr1	3890
7n2fxr1	3889
gxr1yr1	3888

Jason Lancaster
Computer Technician
Elizabethton City Schools
804 S. Watauga Ave,
Elizabethton, TN, 37643
423-547-8000

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: 3 desk top computers
WSE49-SW03
WSE119-SW02
WSE119-SW01

INVENTORY TAG NUMBER: _____

METHOD OF SALE/DISPOSAL: 1. T. will dispose

SCHOOL/BUILDING WHERE ITEM IS HOUSED West Side Elementary

SALE/DISPOSAL AUTHORIZED BY: [Signature] DATE: 6/1/21
Principal

AUTHORIZED BY: [Signature] DATE: 6/2/21
Director of Schools

AUTHORIZED BY: _____ DATE: _____
Board Chairman

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

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

ITEM: HP-1700 Spot Switch J9079A x11

APC RM1200 Battery Backup

HP-2610-24 x2

Old camera (Olympus)

INVENTORY TAG NUMBER: SIOPNOA Attached, sheet 12059, CN01007

METHOD OF SALE/DISPOSAL: Disposal

SALE/DISPOSAL AUTHORIZED BY: _____ DATE: _____
Principal

AUTHORIZED BY: _____ DATE: _____
Director of Schools

AUTHORIZED BY: _____ DATE: _____
Board Chairman

Disposal	sn	inv
HP 1700 8 Port Switch	cn212zg0v0	
HP 1700 8 Port Switch	cn920zh00x	
HP 1700 8 Port Switch	cn2afr0526	
HP 1700 8 Port Switch	cn946zg3f9	
HP 1700 8 Port Switch	cn212zg1h6	
HP 1700 8 Port Switch	cn024zg092	
HP 1700 8 Port Switch	cn025zg0lz	
HP 1700 8 Port Switch	cn024g0h7	
HP 1700 8 Port Switch	cn923zg024	
HP 1700 8 Port Switch	cn923zg0pf	
HP 1700 8 Port Switch		
HP 2610 24 Port Switch	cn025zg0m0	12059
HP 2610 24 Port Switch	cn030zt0c1	
APC RM1200 UPS		

Elizabethton City Board of Education

Monitoring: Review: Annually, in April	Descriptor Term: Attendance of Non-Resident Students	Descriptor Code: 6.204	Issued Date: 01/15/19
		Rescinds: 6.204	Issued: 03/21/17

1 Students in grades K-12 residing outside the corporate limits of the City of Elizabethton may attend
2 schools within the school system under the following conditions:

- 3 1. No such student will be placed in a class if it results in an oversized class as defined by the
4 State of Tennessee, Department of Education, and/or Elizabethton City School System.
5 Placement is made annually and contingent upon enrollment and space available. Parents will
6 be notified no later than the second Monday in May each school year if their child is not
7 eligible for re-enrollment.
8
- 9 2. Any tuition due must be paid according to a tuition fee schedule established annually by the
10 Board. Prior to any such student's attendance in a city school, tuition will be paid in one full
11 payment, in two one-half payments (before each semester), or 8 monthly payments (four
12 months in first semester: August, September, October, November and four months in second
13 semester: January, February, March, April) using PayPal. If payment is not received by the first
14 day of each month (or by the first day of school), students will not be allowed to return for the
15 remainder of the school year.
16
- 17 3. Application for admission should be made prior to the first day of school as outlined in
18 administrative procedures. Any application received after the first ten (10) days of school must
19 be approved by the director of schools, who shall have the discretion to decide whether to
20 admit any non-resident student on a case-by-case basis.¹ Any tuition student (including students
21 residing in tuition-free zones) making application for admission must be in academic "good-
22 standing" and "on-track" for graduation in accordance with guidelines established by the
23 director of schools. First consideration will be given to students already enrolled in
24 Elizabethton City Schools.
25
- 26 4. If a parent of a student teaches at a school located outside the school system of their residence,
27 the student may attend such school and must adhere to that school system's tuition
28 requirements.²
29
- 30 5. Any parent, guardian or parent awarded primary physical custody of a prospective student
31 where such parent or guardian resides outside the corporate limits of the City of Elizabethton
32 shall be obligated to pay tuition in order for the student to attend a city school (grades K-8).
33 Attendance shall be set upon the terms and conditions as herein set forth.
34
- 35 6. Parents, guardians, or custodial parents hereinabove referred who reside in the 7th, 8th, 13th, or
36 15th Civil District of Carter County, Tennessee, shall be granted tuition-free status for those
37 children eligible to be enrolled in grades 9-12. Non-resident tuition-free students are still

1 subject to the other provisions of Policy 6.204.
2

- 3 7. Elizabethton City Schools is not required to transport students who live outside the city limits
4 of Elizabethton.
5
- 6 8. Parents, guardians or custodial parents hereinabove referred who reside outside of Carter
7 County shall be obligated to pay tuition according to the established fee schedule in order for
8 the student to attend a city school at any grade level (K-12).
9
- 10 9. When the director of schools determines that tuition has not been paid, students will be
11 excluded from school until payment is made. When payment is not made on all or any part of
12 the required tuition for a previous year, the student(s) shall be ineligible to enroll the following
13 year.
14
- 15 10. When the director of schools determines that a parent, guardian and/or student has
16 misrepresented the place of the student's residence or any other factor determining tuition
17 status, the student will be immediately disenrolled from Elizabethton City Schools and said
18 student shall not be eligible to attend any Elizabethton City School for the remainder of that
19 school year, unless city residence is established and verified. Any unpaid tuition remains due
20 and payable to Elizabethton City Schools. If necessary, the school system will take all legally
21 permissible steps to recover unpaid tuition.
22
- 23 11. Students who become residents of the school system will be refunded any unused portion of the
24 tuition on a pro-rata basis.
25
- 26 12. Students transferring into the school system within two weeks of the initial day of school or
27 during the school year must have the approval of the sending and receiving school system.³ It is
28 preferred such transfers occur at the beginning of grading periods and/or semesters.
29
- 30 13. Non-resident students (students paying tuition or students residing in tuition-free zones) may be
31 asked to terminate their enrollment with Elizabethton City Schools by notice to the parent or
32 eligible student provided no later than the second Monday of May in each school year. Such
33 termination of enrollment shall be effective for the following year. Non-resident students may
34 be terminated for discipline or attendance problems, for falling below academic "good-
35 standing," failing to stay "on-track" for graduation (as defined in administrative procedures), or
36 for other good reasons as determined by the director of schools. Each case requires that the
37 principal notify the director of schools in writing of the problem, and in turn the director of
38 schools shall notify parents of the time that the termination is to become effective the following
39 year.
40
- 41 14. Tuition will be paid at the assigned school and will be transferred into the central office account
42 no later than October 1 and March 1 of the school year.
43
- 44 15. Any permanent ECS employee (excluding those in substitute/temporary positions) living
45 outside the corporate city limits of Elizabethton shall be entitled to enroll his/her child(ren) in
46 the Elizabethton City School System tuition-free.

- 1 16. If space is available, any Elizabethton City Employee (excluding those in substitute/temporary
2 positions) living outside the corporate city limits of Elizabethton whose child has been accepted
3 for enrollment in Elizabethton City Schools may attend tuition-free. This provision may be
4 revised if the system's financial position warrants a modification.
5
- 6 17. Priority Order: In-zone students; ECS employees (tuition waiver students); employee out-of-
7 zone students; returning out-of-zone students; siblings of returning out-of-zone students; new
8 out-of-zone students; Elizabethton City Employee tuition-free students; returning tuition
9 students; siblings of returning tuition students; new tuition students.

Legal References

1. TCA 49-6-3104;
TRR/MS 0520-01-03-.03(11)(f)—(i)
2. TCA 49-6-3113; TCA 49-6-3103
3. TCA 49-6-3105

Elizabethton City Board of Education

Monitoring: Review: Annually, in July	Descriptor Term: School District Records	Descriptor Code: 1.407	Issued Date: 07/18/17
		Rescinds: 1.407	Issued: 12/08/16

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

6 No records pertaining to individual students will be released for inspection by the public or any
7 unauthorized persons. In addition, information, records, and plans related to security and safety will not
8 be released for public inspection.¹¹

9 All requests to inspect or receive copies of records shall be submitted to ~~Clara Perkins~~ **Felecia Baird**
10 (contact information is listed at the end of this policy), the district's public records request coordinator
11 and records custodian.¹²

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

15 **REQUESTS FOR INSPECTION²**

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

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

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

25 **REQUESTS FOR COPIES²**

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

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

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

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

11 **FREQUENT AND MULTIPLE REQUESTS**

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

20 **DENYING REQUESTS FOR NONCOMPLIANCE¹³**

21 *Requests to Inspect a Public Record*

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

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

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

30 *Requests for Copies of Public Records*

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

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

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

1 RECORDS RETENTION

2 The director of schools and/or his/her designee(s) shall retain and dispose of school district records in
3 accordance with the following guidelines:^{2,4}

- 4 1. The director of schools and/or his/her designee(s) will determine if a particular record is of
5 permanent or temporary value in accordance with regulations promulgated by County Public
6 Records Commission and the Tennessee Institute for Public Services records manual;^{5,6}
- 7 2. Temporary value records which have been kept beyond the required time may be recommended
8 to the Public Records Commission for destruction;^{7,8}
- 9 3. The records that the State Librarian and Archivist desire to preserve in their facilities will be
10 transferred to the State Library and Archives. The temporary value records rejected by the State
11 Library and Archives may be transferred to another institution or destroyed;^{7,8,9}
- 12 4. Permanent records will be kept in some usable form (digital, printed, microfilm, etc.). If the
13 director of schools desires to destroy the original permanent record, these records must be
14 reproduced by microfilming or some other permanent reproduction method. Permission to
15 destroy any original permanent record after microfilming follows the same procedure noted
16 above for temporary records;^{6,8} and
- 17 5. The director of schools shall establish procedures to safeguard against the unlawful destruction,
18 removal, or loss of records.¹⁰

19 DISTRICT PUBLIC RECORDS REQUEST COORDINATOR¹⁴

20 ~~Clara Perkins~~ **Felecia Baird**

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

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

23 Fax: (423) 547-8929

24 Email: ~~clara.perkins@ecschoools.net~~ felecia.baird@ecschoools.net

25

Legal References

1. TCA 49-2-301(b)(1)(CC)
2. TCA 10-7-503; Public Acts of 2017, Chapter No. 233
3. TCA 10-7-506(a)
4. TCA 49-2-104
5. TCA 10-7-401
6. TCA 10-7-406
7. TCA 10-7-404
8. TCA 10-7-413
9. TCA 10-7-414
10. TCA 39-16-504
11. TCA 10-7-504(p)
12. *Policy Related to Reasonable Charges a Records Custodian May Charge for Frequent and Multiple Requests for Public Records*, Tennessee Comptroller of the Treasury, available at <https://www.comptroller.tn.gov/openrecords/forms.asp>.
13. Public Acts of 2017, Chapter No. 233
14. TCA 10-7-503(g)(4)

Cross References

Financial Reports and Records 2.701
Personnel Records 5.114
Student Records 6.600

FY22 Consolidated Application Approval for IDEA/ESEA
School Year 2021-22

LEA # 101

LEA Name (Legal Name of Agency): Elizabethton City Schools

LEA # <u>101</u>	LEA Name (Legal Name of Agency): Elizabethton City Schools
LEA Legal Making Address	
Street Address: <u>804 S. Watauga Ave.</u>	
City <u>Elizabethton</u>	State Tennessee Zip <u>37643</u>

Consolidated Project begins July 1, 2021 and ends June 30, 2022.

The facts, figures, and representations made in this application, including exhibits, attachments, and assurances herein, are true and correct to the best of my knowledge.

The Board of Education has reviewed and approved this project year application for filing.

This action is recorded in the official minutes of the Agency's Board meeting held on the date entered below:

JUNE 17, 2021

Board Meeting Date

Director of Schools (Signature)

Richard VanHuss

Director of Schools (Print Name)

Date Signed

Board of Education Official (Signature)

Eddie Pless

Board of Education Official (Print Name)

Date Signed

**DUAL ENROLLMENT AGREEMENT
BETWEEN
NORTHEAST STATE COMMUNITY COLLEGE
AND
ELIZABETHTON CITY SCHOOLS
FOR THE 2021-2022 ACADEMIC YEAR**

This Agreement, by and between Northeast State Community College (NeSCC), hereinafter referred to as the "NeSCC or Institution or College" and Elizabethton City Schools, hereinafter referred to as the "School System" is for the purpose of providing eligible high school students the opportunity to earn both college and high school graduation credits simultaneously upon successful completion of qualified course(s), as further defined in the "SCOPE OF SERVICES."

OVERVIEW

In accordance with the guidelines set forth by the Tennessee Board of Regents (TBR), the Tennessee Higher Education Commission (THEC), and the procedures established by NeSCC, we, the Institution, do hereby enter into this Agreement to provide eligible high school students the opportunity to earn both college credits and high school graduation credits simultaneously upon successful completion of qualified course(s). Such agreement is in accordance with Tennessee Board of Regents Policy 2:03:00:00.

Qualified programs/courses are those listed in the current NeSCC *Catalog and Student Handbook* and use the program/course syllabus, including outcomes and requirements, and text and materials approved by the College.

Eligible students must be enrolled as 9th, 10th, 11th, or 12th grade students in a Tennessee public or nonpublic secondary school or in a home education program.

Students may enroll in a specific program/course based on the program's/course's specific placement requirements as determined by NeSCC. Enrollment must be in a dual enrollment course or courses that lead(s) to a certificate or diploma.

Students must submit:

- A completed application for admission signed by the student;
- Required signatures from student and parent/legal guardian.
- A high school transcript, ACT or SAT or placement test scores as appropriate to program/course requirements, and identification as required.

All costs associated with enrollment in college courses shall be the responsibility of the school, the student, or his/her parent/legal guardian.

Students may be eligible for the Tennessee Lottery Dual Enrollment Grant and may complete an application online through the Tennessee Student Assistance Corporation (TSAC) within the appropriate time frame.

A. RESPONSIBILITIES OF THE PARTIES

A.1 The College

- Is responsible for ensuring qualified faculty or adjunct faculty teach the course(s).
- Will provide a mandatory orientation session for all adjunct faculty.
- Reserves the right to schedule an observation of the class by the respective dean or his/her designee at any time to ensure that college-level outcomes are met.
- Will conduct periodic performance reviews of all faculty and reserve the right to refuse reappointment of any instructor who does not meet the College's standards of instruction.
- Will award college credit for each course successfully completed.
- Will adhere to the School System's standard operating procedures for the reservation and utilization of school equipment.
- Reserves its right to approve science and computer laboratories and equipment as appropriate and compatible for the delivery of a course.
- Will make effort to coordinate course delivery with the needs of the high school.
- Maintains its right to cancel any class with enrollment insufficient to cover expenses.

A.2. The School System designee shall

- Award high school graduation credit(s) for each college course successfully completed.
- Provide appropriate classroom space and instructional equipment for classes offered on site.
- Pursuant to 0520-1-3-.06(4) (c) 1. of Tennessee Board of Education Rules, Regulations, and Minimum Standards for the Governance of Tennessee Public School (1994), retain the right to observe and supervise instruction, which is conducted in the high school during regular school hours.
- Not combine students enrolled in the college course with students who are receiving only high school credit.

A.3. The College and the School System shall

- Designate a duly responsible coordinator to provide oversight of details and distribute general program information and necessary forms to students.
- Jointly determine the course(s) to be offered, subject to the College's staffing and scheduling limitations.
- Agree to follow the College's or the School System's academic calendar as appropriate to the location/parameters of the program/course offered.
- Provide appropriate information to the students regarding the Tennessee Lottery Dual Enrollment Grant.

A.4 The College and the Board of Education/School System shall:

- Agree to follow the College's Policy 03:05:04 Academic, Non-Academic, and Classroom Misconduct as it pertains to Classroom Misconduct, Disruptive Behavior, Academic Misconduct, and Non-Academic Misconduct. That is, an instructor has the right to temporarily remove a disruptive student from a classroom.
- Agree that should a student be temporarily removed in the high school setting due to classroom misconduct or disruptive behavior, he/she will be immediately referred to designated high school disciplinary personnel and provided re-entry only with aforementioned personnel's written permission.

- Agree that dually enrolled students in the high school setting are subject to the College's policy as it relates to plagiarism, cheating, and other forms of academic misconduct.
- Agree that the implementation regulations pertaining to discipline and conduct of students, insures the constitutional rights of students by affording a system of constitutionally and legally sound procedures, which provide the protection of due process of law. Northeast State has enacted policies, which are in compliance with TBR Policy 3:02:01:00, as well as all state and federal law. All disciplinary procedures are affirmatively communicated to the faculty, staff, and students of the institution as well as published in appropriate websites, handbooks, or manuals.

B. AGREEMENT TERM

- B.1. Term. This Agreement shall be effective for the period commencing on August 1, 2021, and ending on July 31, 2022.
- B.2. Term Extension. The Institution reserves the right to extend this Agreement for an additional period or periods of time representing increments of no more than one year and a total term of no more than five (5) years, provided that the Institution notifies the School System in writing of its intention to do so at least sixty (60) days prior to the Agreement's expiration date. An extension of the term of this Agreement will be effected through an amendment to the Agreement. If any extension of the Agreement necessitates additional funding, the increase in the College's maximum liability will also be effected through an amendment to the Agreement.

C. FACULTY

- C.1. Instructors for the dual enrollment classes shall be subject to the approval of both Parties and will adhere to NeSCC's policies regarding academic standards and documentation of attendance and grades.
- C. 2. In the event the instructor is provided and compensated by NeSCC, such compensation will be based upon applicable policies as to the College's faculty.
- C. 3. In the event the instructor is provided and directly compensated by the School System, such compensation will be based upon applicable School System policies. The College shall reimburse the School System based upon the College's applicable policies as to adjunct faculty. In no event shall the maximum liability of the College for such reimbursement exceed seven hundred thirty dollars per credit hour [\$783]. The maximum liability shall not be subject to escalation for any reason unless this Agreement is amended. If any extension of the Agreement necessitates additional funding, the increase in the College's maximum liability will also be effected through an amendment to the Agreement.

D. TERMS AND CONDITIONS

- D.1. Required Approvals. The Institution is not bound by this Agreement until it is approved by the appropriate officials in accordance with applicable Tennessee laws and regulations as shown on the signature page of this Agreement.
- D.2. Modification and Amendment. This Agreement may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials.

- D.3. Performance. The Institution reserves the right to replace/request the School System to replace any instructor for nonperformance and/or violation of the College's policies and guidelines.
- D.4. Termination. Either party may terminate this Agreement with or without cause for any reason. Either party shall provide the other at least ninety (90) days written notice before the effective termination date. Termination shall not be effective until the end of the academic year then in progress.
- D.5. Nondiscrimination. The School System hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the School System on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by federal, or state constitutional or statutory law. The School System shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.6. State and Federal Compliance. The School System shall comply with all applicable state and federal laws and regulations, including the Family Educational Rights and Privacy Act (FERPA) and NeSCC's policies and guidelines in the performance of this Contract. The School System agrees that its officers, employees, and agents will use personally identifiable information from an education record disclosed pursuant to this Agreement only for the purposes for which the disclosure was made and not for any other purpose. The personally identifiable information may not be disclosed or re-disclosed by either Party to any but the other Party without prior written consent of the student or as otherwise permitted by the Agreement.
- D.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.
- D.8. Severability. If any terms or conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
- D.9. Communications and Contacts.

The College:
Dr. Connie Marshall
Interim Vice President for Academic Affairs
Northeast State Community College
2425 Highway 75
Blountville, TN 37617

The School System:
Mr. Richard VanHuss
Director of Schools
Elizabethton City Schools
804 South Watauga Avenue
Elizabethton, TN 37643

- D.10. Relationship of the Parties. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.

D.11. Liability. NeSCC is a public institution of higher education and a member of the State University and Community College System of Tennessee governed by the Tennessee Board of Regents. As a state entity, its liability arising from performance under this agreement shall be subject to and limited to those rights and remedies, if any, available under T. C. A. §§ 9-8-101 through 9-8-407. The School System is a political subdivision of the state and as such its liability for injuries which may result from its performance under this agreement shall be subject to and limited to those rights and remedies, if any, available under the Tennessee Governmental Tort Liability Act, §§ T. C. A. 29-20-201, et seq.

Each party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from action or omissions of itself or those for whom it is legally responsible, relating to or arising under this Agreement.

IN WITNESS WHEREOF:

ELIZABETHTON CITY SCHOOLS:

DocuSigned by:
Richard Vanhuss 2021-06-01 | 2:27 PM CDT
Richard VanHuss, Director of Schools **Date**

NORTHEAST STATE COMMUNITY COLLEGE:

DocuSigned by:
Connie Marshall 2021-06-01 | 2:36 PM CDT
Connie Marshall, Ed.D. **Date**
Interim Vice President, Academic Affairs

DocuSigned by:
Bethany Bullock 2021-06-01 | 5:40 PM CDT
Bethany H. Bullock, Ph.D. **Date**
President

TENNESSEE BOARD OF REGENTS:

DocuSigned by:
Flora W. Tydings ^{DS} DLG 2021-06-02 | 6:39 PM CDT
Chancellor **Date**

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

DEPARTMENT: SCHOOL NUTRITION

SUBJECT: RENEWAL OF BID 2018-2019-02-SN FOR MILK AND ICE CREAM PRODUCTS FOR THE PERIOD JULY 1, 2021 THROUGH JUNE 30, 2022

SUMMARY: An offer to renew the current bid for milk and ice cream products was made to Mayfield Dairy. The offer was accepted. All renewal documents were completed and returned. No price increases were requested.

ACCOUNT FUNDING: Account 143-73100-422 (Food Supplies)

NECESSARY BOARD ACTION: Motion to approve renewal of Bid 2018-2019 -02-SN, the purchase of milk and ice cream products from Mayfield Dairy for the bid period July 1, 2021 through June 30, 2022

APPROVED BY THE ELIZABETHTON BOARD OF EDUCATION:

Eddie Pless, Board Chairperson

Richard VanHuss, Director of Schools

Date

Date

FOCUSED FITNESS L.L.C.

WELNET SERVICE AGREEMENT

June 10, 2021

This WELNET Service Agreement (“**Agreement**”) is effective on ~~October 6, 2020~~ (“**Effective Date**”) and is made by and between Focused Fitness, LLC, a Washington limited liability corporation with its principal place of business at 2426 S. Dishman-Mica Rd , Spokane Valley, WA 99206 (“**Focused Fitness**”) and, Elizabethton City Schools, a School Client, with its principal place of business at 804 South Watauga Avenue, Elizabethton, TN 37643 (“**Client**”).

RTW

10. Definitions.

1.1 “**Administrator(s)**” means those Users who are granted expanded access to the Services, including without limitation the ability to import data into the Services.

1.2 “**Services**” mean the online services to be provided hereunder, as described in Attachment A or as otherwise agreed in a writing signed by the parties, including any modifications, bug fixes, improvements, or enhancements included by Focused Fitness as part of the Services during the term of this Agreement.

1.3 “**Focused Fitness Site**” means the collection of web pages containing a common base URL of www.focusedfitness.org that is delivered over the Internet.

1.4 “**WELNET site**” means the collection of web pages containing a common base URL of www.focusedfitness.org/WELNET that is delivered over the Internet.

1.5 “**User**” or “**Users**” means those students (if any), staff and teachers within the Client’s school Client and/or school who are authorized by Client to access the Services and includes Administrators.

11. Services.

2.1 General. Focused Fitness agrees to provide Users with the Services pursuant to the terms and conditions set forth in this Agreement. In the event that either party desires to make changes to Attachment A or to this Agreement during the term of this Agreement, such party shall so notify the other party, and both parties shall agree in writing on such changes and on necessary adjustments, if any, to the other terms of this Agreement that are required to accommodate such changes.

2.2 Non-Exclusivity. Focused Fitness hereby grants to Client a non-exclusive use of the Licensed Materials and the right to provide the Licensed Materials to Authorized Users in accordance with this agreement. Nothing herein shall prevent Focused Fitness from marketing or selling any goods or services to any prospective customer.

2.3 Service Levels/User Support. Focused Fitness will provide the Services and User support in accordance with the service levels set forth in Attachment C.

12. Consideration.

3.1 General. Client will pay Focused Fitness for the Services pursuant to the “**Payment Schedule**” set forth in Attachment B.

3.2 Payment Terms. Client will pay all Focused Fitness invoices within thirty (30) days of the invoice date.

- (iv) Nothing in the Agreement shall be construed to limit Focused Fitness's use or retention during and after expiration or termination of the Agreement of education records or information from education records from which all personally identifiable information has been removed such that a student's identity may not reasonably be ascertained. Focused Fitness agrees not to attempt to re-identify data that has been de-identified and not to transfer de-identified data to any party without consent of the Client.
- (iii) Security Measures. Focused Fitness will protect the Hosting Environment, the Web Site, User Information, and transmission of data by between the Web Site and Users (collectively the "**Protected Services**") using the highest industry standard procedures and technologies. Without limitation to the foregoing sentence, at a minimum, Focused Fitness will implement the following measures:
 - (a) At all times during the Term, Focused Fitness will protect the Protected Services by using industry standard intrusion detection technology, and monitor the Protected Services using trained Internet security specialists.
 - (b) Focused Fitness will protect the Protected Services with a firewall that is configured with an intrusion detection system that monitors the Internet segment and can immediately shut down ports that are being attacked.
 - (c) Focused Fitness will generate logs and review logs to determine unauthorized activities relating to the Protected Services every ten (10) days.
 - (d) All physical access to the Protected Services will be restricted to authorized employees of Focused Fitness who have a need to for such access to carry out their duties, and are under an obligation to treat the Protected Services as confidential and to comply with Focused Fitness's obligations under this Agreement.
 - (e) All Internet access to the Protected Services must be accomplished via SSL (Secure Socket Layer) Version 3 or a successor version thereto, which must provide an encrypted session over the Internet.
 - (f) Focused Fitness agrees that it will immediately notify Client of any breach of confidentiality or other violation of law and will reasonably cooperate with any remedial efforts taken by Client. Upon expiration or termination of this Agreement, Focused Fitness shall return to the Client all personally identifiable or otherwise confidential information provided by the Client or its agents, and if not returnable, shall identify such information to the Client and provide written assurance to the Client that the information is destroyed. Focused Fitness acknowledges and agrees that its employees understand the obligations of confidentiality of Data.

15. Client's Responsibilities.

6.1 System Requirements. The Services are made available over the Internet. To access the Services, Users must have: (i) a suitable Internet connection, and (ii) access to a computer that meets the minimum hardware and software requirements specified by Focused Fitness from time to time on the Focused Fitness Site. Client acknowledges that it is responsible for ensuring that Users can

Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99), are confidential pursuant thereto and T.C.A. Section 10-7-504(a)(4) and are not subject disclosure upon a public records request.

8. Feedback. Either party may from time to time provide suggestions, comments or other feedback (“**Feedback**”) to the other party with respect to Confidential Information disclosed to it by the other party. Both parties agree that notwithstanding anything to the contrary in this Agreement, all Feedback is and shall be entirely voluntary and shall not, absent separate written agreement, constitute Confidential Information or create any confidentiality obligation for the receiving party. Each party shall be free to use, implement and disclose such Feedback as it sees fit, entirely without obligation of any kind to the other party, with the sole exception that the party receiving Feedback will not disclose that the other party provided such Feedback except with prior written consent.

9. Representations and Warranties. Each party hereby represents and warrants that (i) this Agreement has been duly and validly executed and delivered by such party and constitutes a legal and binding obligation of such party, enforceable against such party in accordance with its terms; (ii) such party has all necessary power and authority to execute and perform in accordance with this Agreement; (iii) it will comply with all applicable laws in the performance of its obligations under this Agreement, in particular with any federal and state rules regarding student records, privacy, and the commercial use of student information, including but not limited to the Family Educational Rights and Privacy Act and the Health Insurance Portability and Accountability Act of 1996; and (iv) such party’s execution, delivery and performance of this Agreement will not conflict with or violate any provision of law, rule or regulation to which such party is subject, or any agreement or other obligation directly or indirectly applicable to such party or binding upon its assets.

10. Term, Termination, and Renewal

10.1 Term. This Agreement will be effective as of the Effective Date and will continue in effect up to 1 year after the Effective Date (“**Initial Term**”).

10.2 Renewal. This Agreement shall automatically renew at the end of the current term and will extend for successive additional one-year periods thereafter unless either party gives written notice of its intention not to renew 60 days before expiration of the current term (“**Renewal Term**”).

10.3 Termination for Cause. Either party may suspend performance or terminate this Agreement immediately upon written notice to the other party at any time if the other party is in material breach of any provision of this Agreement and has failed to cure that breach within thirty (30) days after receipt of written notice thereof. Without limiting the foregoing, Focused Fitness may suspend performance or terminate this Agreement immediately upon written notice to Client if Client is sixty (60) days overdue on any payment due to Focused Fitness under this Agreement.

10.4 Effect of Expiration/Termination. Upon the expiration or termination of this Agreement Client will pay all amounts due to Focused Fitness up to the date of expiration/termination. The following Sections will survive the expiration or termination of this Agreement:

11. Non-Discrimination Statement

11.1 Focused Fitness assures the School Client that its agency complies with all state and federal guidelines and/or regulations and does not discriminate on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, age, veteran status, or disability. This is in

13.5 Waiver. No waiver of any provision of this Agreement will be effective unless it is in a signed writing, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.

13.6 Governing Law; Venue. This Agreement will be governed by and construed under the laws of the State of Tennessee (except to the extent federal law is controlling on the subject matter), without regard to its conflict of laws provisions. All disputes brought by either party arising under this Agreement will be brought in a court of competent jurisdiction in Carter County, Tennessee, as permitted by law, and each party hereby submits to the exclusive jurisdiction and venue in such courts. Focused Fitness waives all defenses of lack of personal jurisdiction and forum nonconveniens. Process may be served on either party in the manner authorized by applicable law or court rule.

13.7 Attorney's Fees. In any action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party will be entitled to recover its costs, including attorneys' fees.

13.8 Severability. If any term of this Agreement is found by a court of competent jurisdiction to be in whole or in part unenforceable, then the remainder of this Agreement shall continue in effect so long as the Agreement still expresses the intent of the parties. If the intent of the parties cannot be preserved, this Agreement shall be null and void.

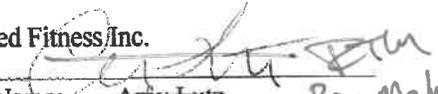
13.9 No Third-Party Beneficiaries. This Agreement is for the benefit of, and shall be enforceable by, the parties only. This Agreement is not intended to confer any right or benefit on any third party. No action may be commenced or prosecuted against a party by any third party claiming as a third-party beneficiary of this Agreement.

13.10 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, oral or written. Changes, modifications or waivers to this Agreement must be in writing and signed by both parties.

13.11 Prevailing Terms: Where terms of this Agreement conflict with other agreements or terms and conditions, the terms of this Agreement shall prevail.

IN WITNESS WHEREOF, Focused Fitness and Client agree to the terms and conditions set forth in this Agreement.

Focused Fitness Inc.

By: 
Print Name: Amy Lutz *Ben Mah*
Title: VP-Software *COO*
Date: 10-27-2020

6/10/2021

School District:

By: _____
Print Name: Richard VanHuss
Title: Director of Schools
Date: _____

ATTACHMENT B

Payment Schedule

Elizabethton City Schools, School Client, will pay Focused Fitness for Services according to the following **"Payment Schedule"**: Payment is due in full within 30 days of signing this contract.

Initial Term

\$1,000– WELNET Software: This fee includes 1 year of hosting, yearly or more frequent uploads of student data, hosting and backup, all enhancements to current modules and unlimited technical support to set up software system. Specialized programming (i.e., customized reports) will be billed at \$125 per hour.

June 10, 2021 – July 31, 2022

Initial Term – ~~October 6, 2020~~ – July 31, 2021



Renewal Term

\$500 – WELNET Software: This yearly fee includes: yearly or more frequent uploads of student data, hosting and backup, all enhancements to current modules and up to 3 hours of technical support. Additional technical support or specialized programming (i.e., customized reports) will be billed at a rate of \$125/hour.

This Agreement shall automatically renew at the end of the current term and will extend for successive additional one-year periods thereafter unless either party gives written notice of its intention not to renew 60 days before expiration of the current term.

Renewal Term – August 1, 2021 – July 31, 2022

2022 2023



ATTACHMENT D

Licensed Marks



School Year 2021-22 Agreement to Administer the School Nutrition Program(s)

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

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

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

The State Agency (SA)

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

The School Food Authority (SFA)

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

exceed three (3) months average expenditures for its nonprofit School Nutrition Program or such other amount as may be approved by the SA in accordance with 7 CFR 210.19 (a); agrees that indirect costs may be recovered from the School Nutrition Program only from a reserve fund that exceeds three (3) months' operating expenses as outlined in T.C.A. § 49-6-2305 Reserve Fund;

3. Maintain a system of financial accounting as prescribed under 7 CFR 210.14, 220.13 and 225;
4. Comply with uniform administrative requirements, cost principles, and audit requirements of federal awards in 2 CFR part 200 as applicable;
5. Serve meals, during meal periods, which meet the requirements for food components and dietary standards as prescribed in 7 CFR 210.10 and 220.8;
6. Price meals as a unit;
7. Serve meals free or at a reduced price to all children who are determined by the local educational agency to be eligible for such meals under 7 CFR part 245;
8. Comply with the requirements of Provision 2, the Community Eligibility Provision, and reimbursement alternatives if applicable.
9. Claim reimbursement at the assigned rates only for reimbursable free, reduced price, and paid meals served to eligible children in accordance with 7 CFR parts 210 and 220. Agree that the SFA official who electronically signs the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy as specified in 7 CFR 210.8 and 220.9 governing claims for reimbursement. Acknowledge that failure to submit accurate claims will result in the withholding of payments, suspension or termination of the program as specified in 7 CFR regulations. Acknowledge that if failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft or fraudulent activity the penalty specified in 7 CFR 210.26 and 220.19 shall apply;
10. Count the number of free, reduced price and paid reimbursable meals served to eligible children at the point of service, or through another counting system if approved by the State Agency (SA);
11. Submit claims for reimbursement in accordance with 7 CFR 210.8 and 220.11;
12. Comply with the requirements of the United States Department of Agriculture regulations regarding nondiscrimination (7 CFR parts 15, 15a, 15b);
13. Not discriminate against any child because of his or her eligibility for free or reduced price meals in accordance with the approved Free and Reduced Price Policy Statement;

The program applicant hereby agrees that it will comply with:

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

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

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

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

of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.

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

Regulations.

21. Retain the individual applications for free and reduced price meals and meal supplements submitted by families for a period of 3 years after the end of the fiscal year to which they pertain or as otherwise specified under paragraph (b)(17) of 7 CFR 245.2.
 22. No later than December 31 of each year provide the State Agency (SA) with a list of all elementary schools under its jurisdiction in which 50 percent or more of enrolled children have been determined eligible for free or reduced price meals as of the last operating day the preceding October. In addition, each SFA shall provide, when available for the schools under its jurisdiction, and upon the request of a sponsoring organization of day care homes of the Child and Adult Care Food Program, information on the boundaries of the attendance areas for the elementary schools identified as having 50 percent or more of enrolled children certified eligible for free or reduced price meals.
- c. Afterschool care requirements. Those SFAs with eligible schools (as defined in 7 CFR 210.10(n)(1)) that elect to serve meal supplements during afterschool care programs, shall agree to:
1. Serve meal supplements which meet the minimum requirements prescribed in 7 CFR 210.10;
 2. Price the meal supplement as a unit;
 3. Serve meal supplements free or at a reduced price to all children who are determined by the SFA to be eligible for free or reduced price school meals under 7 CFR part 245;
 4. If charging for meals, the charge for a reduced price meal supplement shall not exceed 15 cents;
 5. Claim reimbursement at the assigned rates only for meal supplements served in accordance with this Agreement;
 6. Claim reimbursement for no more than one meal supplement per child per day;
 7. Review each afterschool care program two times a year; the first review shall be made during the first four weeks that the school is in operation each school year, except that an afterschool care program operating year round shall be reviewed during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter; and
 8. Agree to provide organized, regularly scheduled activities in a structured and supervised environment, including an educational or enrichment activity; and
 9. Comply with all requirements of 7 CFR 210, except that, claims for reimbursement need not be based on "point of service" meal supplement counts (as required by 7 CFR 210.9(b)(9)).
- d. Seamless Summer Option (SSO). Those SFAs with eligible schools that elect to serve meals and

meal supplements with the seamless summer option, shall agree to:

1. feed children in low-income areas during the summer months (or during extended breaks of a year-round school schedule). The National School Lunch Act at 42 USC 1761(a)(8) allows public and non-profit school food authorities/ Local Educational agency (SFA/LEA) participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to operate the Seamless Summer Option. The SFA/LEA will follow requirements, where applicable, in the NSLP and SBP regulations at 7 CFR Parts 210, 220 and 225 for this option.
2. apply with the location and description of the option site, percentage of Free/Reduced price meals, type of site and method of advertisement;
3. adhere to the special provisions of the Seamless Summer Option, which are described in the following sections (4-23)
4. demonstrate financial and administrative capability for Program operations and accepts final financial and administrative responsibility for total Program operations at all sites;
5. follow SSO policy (established in the body of regulations, instructions, handbooks, and other written guidance) to choose SSO sites.
6. Restricted Open Site is an open site initially (open to all children through age 18 in the community), but later restricted by the district for security, safety or control reasons;
7. Closed enrolled site is a site located in eligible or non-eligible areas that are limited to a group of enrolled children through age 18, of which at least 50 percent must be eligible for free or reduced price school meals (academic summer schools are excluded). An example of a closed enrolled site is a summer enrichment program in a school site that has less than 50 percent of its regular students eligible for free and reduced price meals but 50 percent or more of the students enrolled in the enrichment program are eligible for free and reduced price meals. Contact the State Agency (SA) for additional information needed for enrolled sites or camps;
8. the SFA will not claim any meals under the seamless option at any site without receiving prior approval from the State Agency (SA);
9. all persons meeting the definition of Children in the Summer Food Service Program (SFSP) federal regulations at 7 CFR 225.2 are eligible to participate. This includes all persons in the community who are 18 years of age and under and (as defined at 7 CFR 225.2) those persons over age 18 who meet the State Agency (SA) definition of mentally or physically disabled persons;
10. the SFA/LEA will follow NSLP meal service requirements for lunch or snacks (7 CFR 210.10) and SBP meal service requirements (7 CFR 220.8) for breakfast. With State Agency (SA) approval, the SFA/LEA may serve a supper meal, using applicable NSLP meal service requirements for lunches.
11. meals will be counted at the point of service.



12. second meals are not reimbursable and may not be claimed.
 13. production and menu records will be maintained that show compliance with meal requirements;
 14. the designated lunch period will be between the hours of 10 a.m. and 2 p.m., unless otherwise exempted by FNS (such as supper service that would not occur during these hours).
 15. the SFA/LEA may allow "offer versus serve" meals at SSO sites.
 16. Off-site consumption of meals will not be allowed, except as part of a scheduled event such as a planned field trip.
 17. the number and types of meals will comply with the SFSP requirements at 7 CFR 225.16(b), as described below in sections # 18-23.
 18. All sites except camps or migrant sites: With State Agency (SA) approval, the SFA/LEA may serve up to two meals at all sites. Meal service may include breakfast, lunch, snack, or supper. The SFA/LEA may not claim both lunch and supper meals at the same site on the same day.
 19. there will be no charge for meals served to eligible participants.
 20. meals at all approved SSO sites, except camps, will be served free to all children in accordance with 7 CFR 225.6(e)(4) of the SFSP regulations.
 21. the SFA/LEA may claim meals at the "free" rates prescribed by USDA for the NSLP (including snacks) and the SBP. Supper meals, if permitted by the State Agency (SA), may be claimed at the free rate for NSLP lunches. All lunches and suppers served under this amendment will receive the standard commodity support rate available for the NSLP. SSO sites that qualify for the severe need breakfast rate will continue to receive this differential.
 22. on the monthly claim filed with the State Agency (SA), the SFA/LEA must identify meals served at SSO sites separately from other NSLP or SBP meals served at other sites.
 23. the SFA/LEA will review the meal counting, claiming, and meal pattern compliance within the three (3) weeks of starting operations for all sites that are newly approved to operate the Seamless Summer Feeding Option or that are operated by non-SFA/LEA personnel.
- e. The Fresh Fruit and Vegetable Program (FFVP) allows selected schools to receive reimbursement for the cost of making free fresh fruits and vegetables available to students during the school day. The following conditions must be met:
1. these fresh fruits and vegetables must be provided separately from the lunch or breakfast meal, in one or more areas of the school during the official school day;
 2. all schools that participate in the FFVP are required to widely publicize within the school the availability of free fresh fruits and vegetables;



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

The SA and the SFA mutually agree that:

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

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

cannot have access to eligibility information. The SFA/LEA is responsible for determining whether it is legally permissible and appropriate for an individual to have access to and/or disclose students' free and reduced price eligibility information.

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

Policy Statement for Providing Free and Reduced Price Meals to Students

This document is part of the Agreement between the SFA and the SA to administer the School Nutrition Programs.

The SFA accepts responsibility for providing **free and reduced price meals and/or free milk and afterschool snacks** to eligible children in the schools under its jurisdiction.

The SFA assures the Tennessee Department of Education that the school district will uniformly implement the following policies to administer the program(s) in schools under its jurisdiction. In fulfilling these responsibilities, the SFA agrees to the following provisions:

- A. Serve meals free to children from households whose income is at or below the free meal eligibility scale listed in the current income eligibility guidelines, or whose participation in SNAP (formerly Food Stamp Program) or Families First also called Temporary Assistance for Needy Families (TANF) or the Food Distribution Program on Indian Reservations (FDPIR) qualifies them for direct certification for free meals, or whose migrant, homeless, runaway or foster child status or other federally-approved status as described in a policy memorandum issued by the United States Department of Agriculture, entitles them for categorical eligibility for free meals;
- B. Serve meals at a reduced price to children from households whose income is at or below the reduced price meal eligibility scale listed in the current income eligibility guidelines and/or use other available resources for the student co-pay for reduced price breakfast meals (\$.30 per meal) or paid meals to serve breakfast meals at no charge to students who are eligible for reduced price meals or paid meals;
- C. Set reduced price charges for lunch and breakfast at or below the maximum reduced price allowed by regulations and below the full price of the lunch or breakfast. Reduced price charges for lunch shall be set at \$.40 or less, reduced price breakfast shall be served free of charge to qualifying students using the state allocation provided under Session Law 21-345 or at \$.30 or less and reduced price snacks shall be served at \$.15 or less;
- D. Ensure food is not used as a means of rewarding or punishing students for any purpose;
- E. Ensure no physical segregation of, nor any other discrimination against, any child because of his/her inability to pay the full price. The names of children eligible to receive free or reduced price meals shall not be distributed, published, posted, or announced in any manner, and there shall be no overt identification of any such children by use of special tokens, tickets, identification numbers or any other means. Further assurance is given that children eligible for free or reduced price meals shall not be required to:
 - 1. Work for their meals;

2. Use separate dining room areas;
 3. Go through a separate serving line;
 4. Enter the dining room through a separate entrance;
 5. Eat meals at a different time;
 6. Eat a meal different from the one sold to children paying the full price.
- F. Operate the School Nutrition Programs so that no child shall be discriminated against on the basis of race, color, national origin, sex, age, or disability.
- G. Authorize the School Nutrition Administrator/Designee to serve as the Determining Official for the LEA; the Determining Official shall determine student's meal eligibility status based on the 2021-2022 eligibility guidelines. This official agrees that information on the application will be used to determine the child's eligibility for only those benefits designated by the parent/guardian. The determining official is also authorized to make decisions about extending school meal benefits to students residing in households where other students are directly certified for free meals and who are subsequently eligible to receive them based USDA guidance. (Note: The Determining Official may not serve as the Hearing Official. See Item K.)
- H. Develop and make available to each child's parent or guardian, a letter as outlined herein, including a household application for free or reduced price meals, at the beginning of each school year. The school system must develop a procedure and keep it on file for disseminating applications (school packets, email, website, or combination, etc.). This procedure must define if applications will be paper or electronic and how they will be returned. Parents will be responsible for completing a household application and returning it to the school or Board of Education for review. Such applications and documentation of action taken will be maintained for three (3) years after the end of the school year to which they pertain. Applications are effective for one year. Any parent enrolling a child in a school for the first time, at any time during the year, shall be provided an application for meal benefits. If a child transfers from one school to another under the jurisdiction of the LEA, his eligibility for free or reduced price meal will be transferred to, and honored by, the receiving school. Parents or guardians will be notified, within 10 working days, of the acceptance or denial of their applications. Children will be served meals immediately upon the submission of a complete application; children whose applications are approved for free meal benefits shall not incur charges during the application processing period.

Use data from the state agency's Direct Certification Technology System to issue meal benefits to students who are directly certified for free meals and to notify the students' households of free meal benefits and allow the household the opportunity to decline free meal benefits should they choose to do so.

Public Law 111-296 allows certification of a foster child for free meals, without application, if the local educational agency or other child nutrition program institution obtains documentation from an

appropriate state or local agency indicating the status of the child as a foster child whose care and placement is the responsibility of the state or that the foster child has been placed with a caretaker household by a court. The foster child is categorically eligible and may be certified without an application. Households with foster and non-foster children may choose to include the foster child as a household member, as well as any personal income earned by the foster child, on the same household application that includes their non-foster children. This will streamline the application process and may help the foster family's non-foster children qualify for free or reduced price meals based on household size and income.

In processing the application, the LEA would certify the foster child for free meals, and then make an eligibility determination for the remainder of the household based on the household's income (including personal income earned by the foster child) or other categorical eligibility information reported on the application. Foster payments received by the family from the placing agency are not considered income and do not need to be reported. The presence of a foster child in the household does not convey eligibility for free meals to all children in the household in the same manner as FNS, Temporary Assistance for Needy Families (TANF), Food Distribution Program.

When an application is denied, parents or guardians will be provided written notification in a language that parents and guardians can understand, to the extent practicable, which shall include the following:

1. Reason for the denial of benefits, (for example: income in excess of allowable limits or incomplete application).
 2. Notification of the right to appeal the denial of benefits.
 3. Specific instructions on how to appeal.
 4. Statement reminding parents that they may reapply for free and reduced price benefits at any time during the school year. (Note: The reasons for ineligibility shall be properly documented and retained on file at the LEA level.)
- I. Select and verify by November 15 the eligibility of a sample of the approved free and reduced price applications on file as of October 1. The SFA further agrees to maintain the following records relative to verification for a period of three (3) years:
1. Total number of applications on file as of October 1st.
 2. Documentation of the sample selection.
 3. Summary of all verification activities and outcomes.
- J. Conduct a second party review of applications to ensure the applications are complete and benefits are accurately issued if a computerized system is not used.

K. Identify individuals within the district who are authorized to serve as liaisons in the following areas:

- Migrant
- Homeless/Runaway
- Head Start
- Even Start
- Foster Child

These liaisons will be authorized to provide official, accurate information to the SFA's determining official for the purpose of determining categorical eligibility for students who meet pre-established criteria.

L. Designate a Hearing Official to establish and use a fair hearing procedure under which:

1. A household can appeal a decision made on the original application.
2. A household can appeal an adverse action made because of verification of an application.
3. The SFA can challenge the continued eligibility of any child. During the appeal and hearing, the child who was determined to be eligible based on the application submitted will continue to receive free or reduced price meals or free milk.

The Hearing Official must be someone not involved in the original eligibility determination. It is suggested that the Hearing Official hold a position at a higher administrative level than that of the Determining Official.

Hearing Procedure

Prior to initiating the hearing procedure, the school official, the parent(s) or the guardian may request a conference to provide an opportunity for the parent(s)/guardian(s) and school official(s) to discuss the situation, present information, obtain an explanation of data submitted in the application and the decisions rendered. Such a conference shall not in any way prejudice nor diminish the right to a fair hearing.

The designated hearing official shall ensure that the hearing procedure provides the following for both the household and the LEA:

1. A publicly-announced, simple method for making an oral or written request for a hearing;
2. An opportunity to be assisted or represented by an attorney or other person;
3. An opportunity to examine, prior to and during the hearing, the documents and records presented to support the decision under appeal;
4. Reasonable promptness and convenience in scheduling a hearing, and adequate notice as to its time and place;

5. An opportunity to present oral or documentary evidence and arguments supporting a position without undue interference;
 6. An opportunity to question or refute any testimony or other evidence and to confront and cross examine any adverse witness(s);
 7. That the hearing will be conducted and the decision be made by an official who did not participate in the decision under appeal (or any previous conference);
 8. That the decision of the hearing official will be based on the oral and documentary evidence presented at the hearing and entered into the hearing record;
 9. That the parties concerned and any designated representative thereof be notified in writing of the decision;
 10. That for each hearing, a written record be prepared, including the decision under appeal, any documentary evidence and a summary of any oral testimony presented at the hearing, the decision of the hearing official and the reasons therefore, and a copy of the notification to the parties concerned of the hearing official's decision; and,
 11. That such written record must be retained for a period of three (3) years after the close of the school year to which it pertains; these records must be made available for examination by the parties concerned or their designees at any reasonable time and place during such period.
- M. Submit a public/press release annually to notify the public of the process for applying for free and reduced price meal benefits or maintain a copy of the press release from the state which is issued statewide. At such time during the course of the year the LEA is informed of major employers contemplating or experiencing large layoffs, or other conditions that would result in loss of income to households, the LEA will provide specific information about applying for free or reduced price school meal benefits to employees whose children may be enrolled in the LEA. In addition, the LEA agrees to provide such a public release whenever there is a change in eligibility criteria, unless specifically exempted from doing so.
- N. Establish a written procedure to collect money from children who pay for their meals and milk and to account for the number of free, reduced price, and full price and alternate meals served. The procedure described will be used so that no other child in the school will be aware of such procedure or the identity of the children receiving free or reduced price meals or free milk.
- O. Submit to the Tennessee Department of Education, School Nutrition Program, Andrew Johnson Tower, 710 James Robertson Parkway, Nashville, TN 37243-0389, any revisions to the administrative procedures outlined in this policy statement before implementation. Such changes will be effective only upon approval by the department. All changes in eligibility criteria must be publicly announced in the same manner used at the beginning of the school year.



Agreement to Administer the School Nutrition Program(s) for Local Education Agencies/SFAs School Year 2021-22

My signature below indicates that I understand and agree to all the terms and conditions contained in the 2021-22 Agreement and Free and Reduced Price Policy Statement to operate the School Nutrition Program(s) and will ensure all school personnel abide with the provisions set forth in the Agreement and Policy Statement.

[Name of SFA]

[SFA Agr #]

System DUNS Number: _____

Indirect Cost Rate: _____

On behalf of the School Food Authority:

Director of Schools:

[Print]

[Signature]

[Date]

School Nutrition Program Administrator:

[Print]

[Signature]

[Date]

On behalf of the Tennessee Department of Education:

State Director, School Nutrition Program:

Dr. Sandy Dawes _____

[Print]

[Signature]

[Date]

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

Local Agriculture Products Compliance Plan School Year 2021-22

T.C.A § 49-6-2303-6

[Name of SFA]

[SFA Agr #]

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

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

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

On behalf of the School Food Authority:

Director of Schools:

[Print]

[Signature]

[Date]

School Board Chairperson:

[Print]

[Signature]

[Date]

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

Elizabethton City Board of Education

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

1 TO SCHOOLS

2 Each child is required to attend the school in the zone in which he lives, unless there is a change of
3 residence or special permission granted by the director of schools as authorized by the Board.¹

4 Parents may elect to enroll their children in any school in the school system provided the parent provides
5 transportation to and from that respective school and provided that such choice does not cause
6 overcrowding in the school requested. Requests for placement must be approved by the principal and
7 director of schools.

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

10 TO CLASSES

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

12 Students who enter the system from another school system are to be placed by the principal in the grade
13 and/or level as indicated by records from the former school. If the student's placement is inappropriate
14 in the grade or level assigned, he/she may be reassigned by the principal to another grade level. Parents
15 shall be kept advised.

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

21 PRIORITY ORDER

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

- 1 students; Elizabethton City Employee tuition-free students; returning tuition students; siblings of
- 2 returning tuition students; new tuition students.

Legal Reference:

1. TCA 49-6-3102 through 3103; OP Atty. Gen. 99-055 (March 9, 1999)
2. TCA 49-6-3201
3. Public Acts of 2015, Chapter No. 286



Richard VanHuss
Director of Schools

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

TO: Delta Dental
DATE: 6/18/2021
FROM: Elizabethton City Schools
SUBJECT: Policy number(s): TN01323

To whom it may concern,

On today's date, we appoint Five Points Benefits Solutions FEIN 45-3344683, as our exclusive insurance agent for Delta Dental plans. This appointment rescinds and supersedes all previous agent appointments and shall remain in force until cancelled in writing.

I understand that you will make this appointment effective on the first of the month following the date of this letter, and that once effective all commissions and other compensation payable from Delta Dental from this date on will be paid to the agent appointed in this letter. I represent that I am authorized to appoint an agent for the lines of coverage that are included in this letter.

Sincerely,

Richard VanHuss

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



**ELIZABETHTON
CITY SCHOOLS**

Experience Excellence

Richard VanHuss
Director of Schools

John Hutchins

Assistant Director of Schools- Operations

Dr. Myra Newman

Assistant Director of Schools - Academics

TO: USAbLe Life

DATE: 6/18/2021

FROM: Elizabethton City Schools

SUBJECT: Policy number(s): 4402-3705-2787 / 50000676-0001 /
TS0003765 / 3765

To whom it may concern,

On today's date, we appoint Five Points Benefits Solutions FEIN 45-3344683, as our exclusive insurance agent for USAbLe Life plans. This appointment rescinds and supersedes all previous agent appointments and shall remain in force until cancelled in writing.

I understand that you will make this appointment effective on the first of the month following the date of this letter, and that once effective all commissions and other compensation payable from USAbLe Life from this date on will be paid to the agent appointed in this letter. I represent that I am authorized to appoint an agent for the lines of coverage that are included in this letter.

Sincerely,

Richard VanHuss

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



MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (“Agreement”) is between Sanorbix, LLC, a Tennessee limited liability company with its principal place of business at 377 Riverside Drive, Ste. 301, Franklin, TN 37068 and the Client named below. The parties agree as follows:

WHEREAS, Client (“Client”) is a customer of Five Points Benefits Solutions, LLC (“FPBS”) known as follows:

Client Name:	<u>Elizabethton City Schools</u>
Address:	<u>804 S Watauga Ave</u>
City, State, Zip Code:	<u>Elizabethton, TN 37643</u>
Telephone Number:	<u>(423) 547-8000 ext 8203</u>
Email Address:	<u>richard.vanhuss@ecschoools.net</u>

WHEREAS, FPBS is an insurance brokerage firm selling and servicing employee benefits, and in addition, serving as the Client’s central point of contact for the management of some or all of the Employee Life Cycle;

WHEREAS, Sanorbix, LLC is the owner of the brand, proprietary technology, and registered trademark known as “MyBenefitsChannel” (“MBC”), available for subscription as Standard Modules and Add-On Options;

WHEREAS, FPBS has a subscription to integrate the service and support of MBC with those other services typically provided by an insurance broker, including benefits administration and online enrollment, for the benefit of FPBS and FPBS’s customers, and Client is approved as a customer as acknowledged by the signature of FPBS appearing below; and

WHEREAS, Client hereby subscribes to MBC for Services through FPBS’s license of MyBenefitsChannel;

NOW THEREFORE, it is mutually understood and agreed as follows:

1. The MBC Standard Terms of Agreement are accepted and incorporated into this Agreement.
2. The FPBS Standard Terms of Agreement are accepted and incorporated into this Agreement.
3. Statement of Work Number 1 and any subsequent Statement of Work executed by the parties, including any Attachments to a Statement of Work, are accepted and incorporated into this Agreement. In the event of a conflict between Schedule A and any MBC or FPBS Standard Terms of Agreement, Schedule A shall control.

IN WITNESS WHEREOF, the parties have executed and delivered the foregoing Agreement, effective as of the last date beneath the parties’ signatures below.

SANORBIX, LLC:

Signature: _____

Printed Name: Joshua R Barnett

Title: Chief Financial Officer

Date: _____

CLIENT:

Signature: _____

Printed Name: Richard VanHuss

Title: Director of Schools

Date: _____

Approved as Client by Five Points Benefits Solutions, LLC:

Signature: _____

Printed Name/Title: Wesley Dozier, VP of Sales



MBC STANDARD TERMS OF AGREEMENT

The parties to the Master Subscription Agreement agree to the following MBC Standard Terms of Agreement, which are incorporated into the Master Subscription Agreement as if set forth therein.

1. DEFINITIONS: Capitalized terms shall have the meaning set forth below or elsewhere in the Agreement:
 - a. Add-On Options: Add-On Options refers to one or more buy-up subscriptions that a Client may purchase from MyBenefitsChannel or a third-party connector integrated with MyBenefitsChannel. A detailed list of all applications and services of MyBenefitsChannel known as Add-On Options is available upon request, as set forth in Schedule A to this Subscription Agreement.
 - b. Agreement: Agreement generally refers to this Subscription Agreement, together with any attached schedules, exhibits, or amendments.
 - c. Beta Testing Agreement: A Beta Testing Agreement is a written contract between MBC and the Client that provides Client's acceptance of the terms and conditions of participation in a beta testing process for ongoing development of a function, feature, Improvement, Service, or application of MyBenefitsChannel. Beta testing is limited in duration.
 - d. Client Data: Client Data is defined as any data inputted into MyBenefitsChannel or otherwise provided by the Client, or an employee of the Client, to facilitate the use of the Services by the Client or an employee of the Client, MBC and its affiliates, or third-party connectors.
 - e. Confidential Information: Confidential Information is defined as certain information which is proprietary to or confidential to MBC or Client, including all non-public information, in all forms and formats (including, without limitation, written, oral, electronic, automated, audio and video) obtained by either party arising from or related to this relationship, shall be deemed to be Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include information which is (i) in or becomes part of the public domain other than by disclosure by the other party; (ii) demonstrated to be previously known to the other party prior to receipt of same from the disclosing party, (iii) independently developed by the other party outside of this Agreement and relationship without the use of any portion of MBC or Client Confidential Information, or (iv) rightfully obtained by the other party from third parties who are not subject to confidentiality obligations regarding the information.
 - f. Effective Date: The Effective Date of this Agreement is the last date beneath the parties' signatures on the Agreement. The Effective Date as to a Service may be identified in any Schedule A Statement of Work.
 - g. Employee Life Cycle: The Employee Life Cycle generally refers to the organizational stages an employee advances through—from recruitment and onboarding, to development and compensation, to separation—and the Client's use of technology subscriptions and professional services throughout that process.
 - h. Implementation Workbook for Online Enrollment and/or Benefit Administration Platform: An Implementation Workbook for Online Enrollment and/or Benefit Administration Platform is a written agreement with the Client that provides Client's acceptance of the online enrollment / benefits administration platform, including a detailed description of the scope of delivery, data syncing deadlines, and other specifications or limitations.
 - i. Improvements: Improvements is any intellectual property related to, within the scope of, or that enhances the Services, including any aggregate data created as a result thereof.
 - j. Initial Term: The Initial Term is typically twelve (12) months and refers to that period of time beginning on the Effective Date and continuing to the Renewal Date, unless terminated pursuant to the terms set forth in the Agreement or unless the subscription expires or is terminated.
 - k. MyBenefitsChannel: MyBenefitsChannel is the software owned by MBC and used by the Client and MBC AND ITS AFFILIATES to manage the Employee Life Cycle. MyBenefitsChannel is comprised of the Services as set forth in Schedule A to this Subscription Agreement, including applications or services comprising the Standard Module, and, where agreed by the Client, for one or more applications or services known as an Add-On Option. In addition, MyBenefitsChannel connects to payroll and online enrollment / benefits administration.
 - l. Peak Service Requests: For purposes of the print and mail services offered by MBC, Peak Service Requests are those submissions for printing and mailing that occur on or during the five (5) business days prior to the due date set by the Internal Revenue Service for the applicable form.

- m. Renewal Date: The Renewal Date of this Agreement is set forth in Schedule A to this Subscription Agreement.
 - n. Renewal Term: Unless otherwise set forth in Schedule A to this Subscription Agreement, the Renewal Term is twelve (12) months and refers to that period of time automatically beginning on the Renewal Date and continuing for an additional twelve (12) months thereafter, unless terminated pursuant to the terms set forth in the Agreement.
 - o. Schedule A: Schedule A refers to any Statement of Work attached to this Subscription Agreement and setting forth the Subscriptions selected by the Client, the Subscription Fees and any additional charges applicable to the subscriptions or Services, and the Effective Date and Renewal Date. Schedule A may be replaced periodically to and will be treated as an amendment if signed by the parties. There may be multiple Statements of Work in effect at any given time. Any additional or replacement Schedule A will be sequentially numbered at the time of signature.
 - p. Services: Services generally refers to any subscription to an application or service of MyBenefitsChannel as set forth in Schedule A to this Subscription Agreement, including applications or services comprising the Standard Module, and, where agreed by the Client, for one or more applications or services known as an Add-On Option. Services and access to content in MyBenefitsChannel are purchased as subscriptions, and subscriptions may be added during the Term at the same Subscription Fees as the underlying subscription and prorated for the portion of the Term remaining. Services may include content obtained by MBC from publicly available resources or Third-Party Connectors and made available to Client.
 - q. Setup Fees: Setup Fees are detailed on Schedule A to the Subscription Agreement and are typically a one-time charge due from the Client for initial implementation of MyBenefitsChannel and the Services.
 - r. Standard Module: The Standard Module refers to a bundle subscription that a Client may purchase from MyBenefitsChannel for certain applications or services of MyBenefitsChannel. Please refer to Schedule A for a detailed list of applications and services included in the Standard Module.
 - s. Subscription Fees: Subscription Fees are detailed on Schedule A to the Subscription Agreement and include all charges due from the Client for access to and use of MyBenefitsChannel and the Services.
 - t. Term: Term collectively refers to the Initial Term and any subsequent Renewal Term(s).
 - u. Third-Party Connectors: Third-Party Connectors are vendors outside of the direct control of the Client and MBC and its affiliates, such as insurance brokers or consultants on behalf of MBC, that are involved in the management of the Employee Life Cycle, such as such as payroll providers and insurance carriers. MBC may add new Third-Party Connectors over time.
 - v. User: User means an individual who is authorized by the Client to use a Service, for whom Client has purchased a subscription (or in the case of any Services provided by MBC or its affiliates without charge, for whom a Service has been provisioned), and to whom Client (or MBC at Client's request) has supplied a user identification and password (for Services requiring authentication) or otherwise activated as a record created in MyBenefitsChannel (also known as accounts) for Client. Users may vary as to the Service(s) as determined by MBC from time to time. Users may include, for example, employees, consultants, contractors, and agents of Client, and third parties with whom the Client transacts business.
2. TERM: This Agreement shall commence on the Effective Date and shall remain in effect until the latter of the first Renewal Date or until all subscriptions have expired or terminated, and the Agreement shall automatically renew thereafter for Renewal Terms of twelve (12) months each unless either party provides the other written notice of its intention not to renew at least thirty (30) days prior to the end of the Initial Term or any Renewal Term.
3. SUBSCRIPTION FEES: The Client agrees to pay the Subscription Fees, Setup Fees, and additional charges set forth in Schedule A, subject to the terms and conditions as provided for in this Agreement, without demand or offset to MBC, its agents or assigns. Payment shall be made to Sanorbix, LLC. State and local sales tax will be applied to invoices as required by law, and tax-exempt entities must provide appropriate documentation to remove any such taxes from the invoice. Subscription Fees are for subscriptions purchased and not actual usage. Payment obligations are non-cancelable, and fees paid non-refundable unless specified otherwise in Schedule A or approved in the sole discretion of MBC. Users cannot be decreased during the relevant Term. After the Initial Term, MBC reserves the right to increase the Subscription Fees by up to 7% above the applicable Subscription Fees for the User counts during the prior Term or institute additional charges by giving Client written notice sixty (60) days in advance of the Renewal Date, except such notice shall not be required for routine audits of User counts that result in an increase to the Subscription Fees or additional charges provided under Schedule A. Client shall have thirty (30) days to agree to such increase or to provide notice of termination of the Agreement without regard to the end of the Initial or any Renewal Term, and such termination shall not be considered a breach of the Agreement. At any point during the Term, MBC reserves the right to audit User counts and invoice Client for additional Subscription Fees if Client exceeds the User levels indicated on Schedule A by more than ten percent (10%). If Client is under-billed, MBC will add the under-billed amount in a future billing cycle. MBC may use any amounts owed to Client under the Agreement to pay or reimburse MBC for amounts owed by Client. If Client uses the print and mail services offered by MBC instead of electronic notices, Client agrees to pay an additional charge to MBC of \$1.50 per form for non-peak service requests and \$3.00 per form for Peak Service Requests, in addition to the

Subscription Fees.

4. **TERMINATION FOR NONPAYMENT:** MBC has the option to terminate this Agreement for cause, including should any payment due from Client to MBC remain overdue for a period of more than thirty (30) days. Should MBC elect to exercise such cancellation option, said exercise shall be in writing, sent by certified mail, return receipt requested, and such cancellation shall be effective upon receipt. Past due balances shall be subject to an interest charge of 1.5% per month computed from the due date of each invoice previously issued, or the maximum rate legally permitted, whichever is less. Client shall pay any collection costs, including reasonable attorneys' fees, and other expenses incurred by MBC to collect any sums due under this Agreement.
5. **THIRD-PARTY CONNECTORS:** Subject to the progress of technology development and Client's implementation priorities, Client seeks integration of the Employee Life Cycle by MBC. Such integration of the Employee Life Cycle involves connectors by MBC and its affiliates and Third-Party Connectors, to accomplish a system of record and have one central location for adds, deletes, and changes that sync among MyBenefitsChannel and necessary Third-Party Connectors. Third-Party Connectors may not cooperate, or may require Client payment of an additional charge, for centralized management of the Employee Life Cycle via MyBenefitsChannel or may have requirements for data syncing, including deadlines for timely and accurate submission of Client Data to be effective. MBC shall have no responsibility for any disruption in availability involving Third-Party Connectors if the disruption is not within MBC's reasonable control.
6. **INTELLECTUAL PROPERTY:** Except as expressly provided for in this Agreement, the parties shall each retain all intellectual property that they owned prior to the Effective Date, and this Agreement shall not be interpreted or construed to grant a party any rights, title, interest or license in the other party's preexisting intellectual property. MBC shall own all rights, title and interest in any intellectual property and Improvements created during the term of this Agreement and thereafter, including source code of MyBenefitsChannel. Client hereby assigns all right, title and interest in any intellectual property created by the Improvements to MBC. MBC shall have the right to apply for copyrights, patents (including utility and design patents), or other protection for such Improvements, and to enforce its rights in such Improvements, anywhere in the world under its own name and at its own expense. Each party hereby agrees that neither it nor any of its affiliates shall use the name, logo or any other trademarks of the other party without the prior written consent of the other party, which may be withheld at the sole discretion of the other party.
7. **CLIENT DATA:** The Client is entitled to receive Client Data from MyBenefitsChannel under certain circumstances. At termination, and provided that Client has paid all Subscription Fees and additional charges due under the Agreement, MBC and its affiliates will provide Client reasonable transition assistance for up to sixty (60) days relating to the transition to a replacement vendor, which may include sending to Client all of Client Data actively maintained by MBC or its affiliates at termination in a mutually agreed upon format, with MBC retaining inactive archival copies of Client Data. If special development is preauthorized by Client and required to convert Client Data to a format required by Client's replacement vendor, Client will pay an additional charge of then-in-force hourly programming rates for MBC to perform the work. **NEITHER MBC NOR ITS AFFILIATES HAS ANY RESPONSIBILITY FOR THE LEGALITY, RELIABILITY, INTEGRITY, ACCURACY, TIMELINESS, OR QUALITY OF THE CLIENT DATA.** Client is responsible for timely and accurate submission of Client Data, even if Client's failure causes an error in payment of insurance claims, delays in coverage, billing errors, payroll errors, noncompliance with the Internal Revenue Service, or other negative consequences. MBC owns all right, title, and interest in aggregate data in MyBenefitsChannel and may use or monetize aggregate data in a deidentified format without the express permission of the Client. MBC may, at its option, destroy inactive archived data after one year of termination of the Agreement, without prior written notice to Client. **MBC shall process and store all data in accordance with commercial best practices, including the use of appropriate safeguards to protect such data from unauthorized access, use, alteration, or disclosure.**
8. **CONFIDENTIALITY.** MBC and Client agree that they may, during this relationship, be exposed to or acquire Confidential Information. The parties agree to hold the Confidential Information of the other party in confidence, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise give or disclose such information to third parties except to the extent (i) expressly authorized herein or necessary to obtain the benefits of this Agreement, (ii) expressly authorized in writing by the other party, and then only to the extent strictly necessary to perform the respective obligations of the parties; (iii) such disclosure is legally required by a court or government agency; or (iv) subject to disclosure by statute or regulation, including, but not limited to, open records laws. In the event disclosure is required pursuant to (iii) above, the party required to disclose the information shall give the other party notice of such intended disclosure to allow the owner of such information the opportunity to obtain a protective order.
9. **LIMITATION OF LIABILITY:** No suit or action shall be brought against MBC more than one (1) year after the accrual of the cause of action therefore. MBC shall not be liable for any delays, however caused, or for interruptions of the Services caused by strikes, riots, floods, acts of God or by any event beyond the control of MBC. **IN NO EVENT SHALL MBC BE LIABLE FOR ANY**

SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUES, DATA OR USE, INCURRED BY CLIENT OR ITS AFFILIATES OR ANY THIRD PARTY. Any limitation of liability provision contained in the Agreement is enforceable only to the extent permitted by Tennessee law. No provision of the Agreement shall act or be deemed a waiver by the Client of any immunity, its rights or privileges as a sovereign entity, or of any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq. Nothing in this Agreement shall constitute a debt or pledge of the full faith and credit of Client. Except as provided in the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq. Client is not responsible for Users, their acts or data, or any acts or data of a third party.

10. AVAILABILITY: The provision of the Services by MBC may include the provision of access to certain software and websites via the Internet. For such Services, MBC shall be responsible for monitoring system availability in effort to reduce MyBenefitsChannel system downtime. Occasionally the MyBenefitsChannel system will be unavailable for scheduled maintenance periods to perform upgrades and enhancements. Scheduled maintenance will typically be brief and conducted during non-peak operating hours. Notification of scheduled maintenance will be posted to the website.
11. FORUM AND GOVERNING LAW: This Agreement shall be interpreted and governed by the laws of the State of Tennessee without regard to its rules governing conflicts of law. Any dispute arising under this Agreement shall be litigated in Carter County, Tennessee.
12. LITIGATION AGREEMENTS and MEDIATION: The parties shall bear their own expenses and attorney fees associated with litigation. In addition, the parties agree to participate in good faith in a non-binding mediation prior to setting any final hearing or trial, with the costs of mediation, other than their own legal fees, to be evenly divided between the parties.
13. JURY TRIAL WAIVER and LIMITATION ON DAMAGES: The parties agree to waive any jury trial and proceed to trial before a judge: YOU UNDERSTAND AND AGREE THAT MBC AND ITS AFFILIATES AND CLIENT ARE WAIVING THE RIGHT TO A JURY TRIAL IN A PUBLIC COURT. NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS. The parties agree that the judge shall have no power or authority to make any award that provides for punitive or exemplary damages.
14. ENTIRE AGREEMENT: This Agreement, including any schedules or exhibits, or amendments thereto, constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all other agreements between the parties relating to the matters discussed herein, whether written or verbal. If the parties had a prior written "Sales and Service Agreement" with Five Points ICT, Inc. or Sanorbix, LLC, it is hereby terminated and replaced by this Agreement. Other than this Agreement, there are no verbal agreements, representations, warranties, undertakings or other agreements between the parties, with the exceptions of (A) a separate Beta Testing Agreement which the parties may, but are not required to, enter into from time to time for a specified duration and signed by the parties; (B) a separate Implementation Workbook for Online Enrollment and/or Benefit Administration Platform which the Client may, but is not required to, execute from time to time; or (C) any Schedule A Statement of Work executed by the parties under this Agreement.
15. AMENDMENTS: This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
16. CLIENT SATISFACTION: MBC agrees Client may terminate this agreement without penalty and receive a prorated refund if the Services do not perform to the Client's reasonable satisfaction.
17. PERSONAL LIABILITY: No board member, administrator, official, agent or employee of Client shall be personally liable to Sanorbix or any other person or entity, including a third-party beneficiary, in the event any provision of the Agreement is unenforceable; there is any default or breach by Client; for any amount which may become due under the Agreement; or on any obligations under the terms of the Agreement.
18. TENNESSEE CODE ANNOTATED § 49-5-413(d): Although this Agreement does not require MBC or its employees, subcontractors, consultants, agents, subsidiaries and/or affiliates to have direct contact with school children or have access to the grounds of a school when children are present, MBC shall comply with all provisions of Tennessee Code Annotated § 49-5-413(d) for each employee who may have direct contact with school children or who will come on or about school property when children are present. MBC shall ensure that subcontractors, consultants, agents, subsidiaries and/or affiliates, if any, comply with the statutory requirements described in this paragraph.



FPBS STANDARD TERMS OF AGREEMENT

The parties to the Master Subscription Agreement agree to the following FPBS Standard Terms of Agreement, which are incorporated into the Master Subscription Agreement as if set forth therein and which are in addition to the MBC Standard Terms of Agreement.

1. **PURPOSE FOR USE OF FPBS LICENSE TO MBC:** Data integration is a more efficient alternative for FPBS and the Client and reduces errors in coverage and avoids duplicate entry, as well as helping FPBS and the Client service and administer the insurance and avoid additional expenses in servicing the employees of Client. Accordingly, FPBS has a business need to service the Client and administer the insurance using MyBenefitsChannel and any Third-Party Connectors.
2. **RELATIONSHIP BETWEEN FPBS AND MBC:** Client acknowledges that FPBS is a subsidiary and affiliated company of MBC. Accordingly, all references to “MBC and its affiliates” in the MBC Standard Terms of Agreement shall include FPBS.
3. **INDEMNITY and PERFORMANCE OF SERVICES:** MBC is not a licensed insurance agency, agent, or broker. MBC is the technology provider of certain software to FPBS and Client known as MyBenefitsChannel, with integration to Third-Party Connectors. Employees or agents of both FPBS and MBC will perform Services related to the implementation and completion of the online enrollment / benefits administration platform and the Services, but only FPBS will perform services as relates to its role as the broker or agent of record for employee benefits. As relates to any professional liability for FPBS’s role as the broker or agent of record, FPBS shall indemnify, defend, and hold harmless MBC and Client agrees that FPBS shall be solely responsible for any liability of FPBS. As relates to any liability for MyBenefitsChannel’s software processes, errors, omissions, or cybersecurity, MBC shall indemnify, defend, and hold harmless FPBS and Client agrees that MBC shall be solely responsible for any liability of MBC.
4. **COMMITMENT TO BROKER:** Client selects FPBS to serve as its broker or agent of record for group employee benefits. Client represents to MBC and FPBS that FPBS will be the broker or agent of record for an applicable group employee benefit for a minimum of twelve (12) months from the Effective Date of the most recent Statement of Work executed under the Agreement or Implementation Workbook for Online Enrollment and/or Benefits Administration Platform, whichever is later. Client’s failure to fulfill its commitment to make FPBS the broker or agent of record for a minimum of twelve (12) months may result in the Client’s payment of an additional charge for early termination or for Client’s receipt of Client Data under the MBC Standard Terms of Agreement.
5. **TERMINATION OF FPBS AS BROKER:** If Client terminates its relationship with FPBS, whether by notifying a carrier, notifying FPBS, or assigning the agent of record to another broker, the following terms and conditions will apply:
 - a. Client’s use of FPBS’s license for Client’s subscription to the Standard Module of MyBenefitsChannel, as defined in Schedule A, will automatically terminate, because FPBS will no longer have a need to service the Client using MyBenefitsChannel. Prior notice of termination to Client is not required in this situation.
 - b. If Client intends to continue using MyBenefitsChannel without disruption of service after termination of FPBS, Client must make prior arrangements for continued service directly with MBC or another MBC affiliate as appropriate, as evidenced by a signed subscription contract for access to MyBenefitsChannel.
 - c. Connectivity to the online enrollment / benefits administration platform will terminate, immediately and without warning if the carrier requires it, because FPBS will no longer need the platform to administer the insurance.
6. **STATE HEALTH PLAN PARTICIPANTS:** For Clients on the State Health Plan, Client assumes all responsibility for compliance with the applicable Memorandum of Understanding and Plan Documents, regardless of Client’s use of an online enrollment / benefits administration platform.
7. **CLIENT DATA:** In addition to the Client Data terms set forth in the MBC Standard Terms of Agreement, the Client acknowledges that the completed online enrollment / benefits administration platform is not transferable to a replacement broker or agent of record upon termination of FPBS. It is Client’s responsibility to preserve Client Data from the completed online enrollment / benefits administration platform prior to termination of FPBS’s services.



SCHEDULE A

Statement of Work Number 1

SELECT ONE:		
<input checked="" type="checkbox"/> IS AN INITIAL SCHEDULE A		
<input type="checkbox"/> REPLACES PRIOR SCHEDULE A STATEMENT OF WORK NUMBER _____		
<input type="checkbox"/> DOES NOT REPLACE A PRIOR SCHEDULE A (Adds Service or Additional Charge)		
BILLING CYCLE:		
Effective Date of this Schedule A:	<u>07/01/2021</u>	
Renewal Date of this Schedule A:	<u>07/01/2022</u>	<i>Renews annually thereafter, unless terminated.</i>
SUBSCRIPTION COSTS:	Up to <u>500</u> Users	<i>Subject to routine audit by MBC.</i>
Standard Modules:	<u>\$99.00</u>	<i>See Notes 1, 3, and 5. Due annually.</i>
Add-On Options:		
Hiring – MySmartHire	See A-3 if selected.	<i>See Notes 2, 3, and 6. Due annually.</i>
Benefits Administration – Wellness	<u>N/A</u>	<i>Due annually.</i>
Time Management – AOD	<u>N/A</u>	<i>See Note 6. Requires contract with AOD directly.</i>
Compliance – ACA Total Care	<u>N/A</u>	<i>See Notes 1 and 3. Due annually.</i>
Additional Charges:	<u>N/A</u>	<i>See Note 4. Due as incurred.</i>
Amount Due with Agreement:	<u>\$99.00</u>	See A-3 for additional cost of MySmartHire
Amount Due at Renewal:	<u>\$99.00</u>	
NOTES:		
1. Subscription Costs do not include ACA Print & Mail Fees, which are billed upon use (\$1.50 per form, except Peak Service Requests at \$3.00 per form).		
2. Subscription Costs do not include MySmartHire Applicant Tracking Software, which is billed separately as set forth in Schedule A-3 of the Agreement.		
3. The following Services are billed at a flat annual fee in advance and are neither prorated nor refunded: Standard Modules and Add-On Total Care Services.		
4. Additional Charges may be invoiced as incurred by a future Statement of Work for Additional Charge signed by the Client, which will constitute a written amendment to the Agreement for a limited scope of work necessary for a specific task.		
5. Functionality of software evolves over time. Accordingly, Client should seek current feature lists from MBC if Client seeks detailed information about the functionality purchased via subscription. MyBenefitsChannel connects with various payroll companies as Third-Party Connectors, and the level of integration depends on the provider. Client should verify the connection options with MBC prior to execution of the Agreement.		
6. MySmartHire and Attendance on Demand are Third-Party Connectors. MySmartHire is a white labeled product of Applicant Pro sold by MBC and connected to MyBenefitsChannel and requires a click-through end user licensing agreement at the time Client uses MySmartHire. In addition, the terms set forth in Schedule A-3 apply if attached to this Schedule A. Attendance on Demand is a product marketed by MBC and connected to MyBenefitsChannel and requires a separate written contract between the Client and Attendance on Demand.		

SELECTED SUBSCRIPTIONS FOR EMPLOYEE LIFE CYCLE MANAGEMENT

Standard Modules:

CORE HRIS DATABASE

- My Benefits Channel—Core Platform, Survey & Secure Communications
- Online Benefit & Personnel Records for Active Employees
- Online Benefit & Personnel Records for Inactive Employees

HIRING (No Standard Module Option is available)

ONBOARDING / OFFBOARDING

- Onboarding / Offboarding 2.0

HUMAN RESOURCES MANAGEMENT / TRAINING & DEVELOPMENT

- Education & Training
- Professional Development
- Events Registration (*formerly known as In-Service Scheduling*)
- Online In/Out Board (*Who's in the Building*)

BENEFITS ADMINISTRATION

- Benefits Onboarding
- Benefits & HR Library
- Electronic Notices
- Wellness Center (*generic*)
- Online Enrollment / Benefit Administration Platform (*requires annual Implementation Workbook*)

TIME MANAGEMENT

- Time & Attendance Essentials

PAYROLL (*see Schedule A-4, if attached*)

- Paycheck Stub
- W-2 Viewer

COMPLIANCE (*requires Schedule A-1*)

- ACA Variable Hour Employee (VHE) Tracking (*SaaS Solution*)
- ACA IRS Reporting (*SaaS Solution*)
- ACA Education/Services/Consulting

Add-On Options:

HIRING (*requires Schedule A-3 as well as click-through EULA from Third-Party Connector*)

- MySmartHire Standard
- MySmartHire Premium

BENEFITS ADMINISTRATION

- Wellness Center and Plan (*customized*)
- Wellness Management Services
- eHealth Clinic

TIME MANAGEMENT

- Attendance on Demand Timekeeping (*requires separate contract with Third-Party Connector*)

COMPLIANCE (*requires Schedule A-2*)

- Total Care – ACA Variable Hour Employee (VHE) Tracking (*Do It for You Solution*)
- Total Care – ACA IRS Reporting (*Do It for You Solution*)

Attachments to this Schedule A (if checked):
<input checked="" type="checkbox"/> Schedule A-1: ACA Compliance Subscription Summary – SaaS Details
<input type="checkbox"/> Schedule A-2: ACA Compliance Subscription Summary – Total Care Details
<input checked="" type="checkbox"/> Schedule A-3: MySmartHire Applicant Tracking Subscription Summary

Client hereby subscribes to MBC for Services described in this Schedule A, which is incorporated into the Master Subscription Agreement of the parties:

SANORBIX, LLC:

CLIENT:

Signature: _____
 Printed Name: Joshua R Barnett
 Title: Chief Financial Officer
 Date: _____

Signature: _____
 Printed Name: Richard VanHuss
 Title: Director of Schools
 Date: _____

{INTENTIONALLY BLANK}

ACA COMPLIANCE SUBSCRIPTION SUMMARY

SCHEDULE A-1 — SaaS Details

*This Schedule A-1 shall only apply to Clients with at least one (1) ACA Compliance Service under Schedule A.

1. **ACA COMPLIANCE SERVICES GENERALLY:** This Schedule A-1 “ACA Compliance Subscription Summary” generally applies to any Client with one or more ACA Compliance Services. “ACA Compliance Services” shall be defined as ACA SaaS Apps (Variable Hour Tracking, IRS Reporting), Total Care Services (Employee Tracking, IRS Reporting), and the ACA Education/Consulting/Analysis Service, as more particularly described in Schedule A-1 of the Agreement. This Schedule A-1 outlines and summarizes the respective responsibilities of Client and MBC for ACA Compliance Services. MBC shall only perform the ACA Compliance Services indicated under the Schedule A and described as “MyBenefitsChannel Tasks” in this Schedule A-1.
2. **DESCRIPTION OF SUBSCRIPTION:**
 - a. **ACA Variable Hour Employee (VHE) Tracking (an ACA Compliance Service):**
 - i. Ability to setup and track measurement/admin/stability periods for health care reform lookback method.
 - ii. Provides a dashboard to monitor employees trending above 30 hours per week.
 - iii. Provides reports for benefits eligibility to assist with compliance and avoid costly penalties.
 - b. **ACA IRS Reporting (an ACA Compliance Service):**
 - i. Ability to collect/store required data IRS reporting including Section 6055, 6056, Employee Written Statements, etc.
 - ii. Ability to perform electronic transmittal of forms 1095-C and 1094-C to IRS.
 - c. **ACA Education/Consulting/Analysis Service (an ACA Compliance Service):**
 - i. Provide assessment, analysis, education, and support in the following four (4) areas:
 1. Area 1: ACA Initial Assessment & Checklist (First Year Only)
 2. Area 2: ACA Post Assessment
 - a. Unlimited Access to Library of Employer Mandate/1094-C & 1095-C Guidance from IRS
 - b. Unlimited Access to Library of 1095-C Coding Examples and Other Relevant Reporting Guidance Prepared by MBC
 - c. Unlimited Access to MBC Proprietary Knowledge Base (Q&A)
 - d. Access to ACA Consultants via Phone or Email, up to 10-hour annual limit, utilized/tracked in 15-minute increments.
 - e. Additional ACA Consulting:
 - i. For hours above the 10-hour limit, or for consulting onsite, Client will be charged \$300 per hour, billed in 15-minute increments.
 - ii. Client also pays consultant(s) travel expenses for onsite consulting.
 3. Area 3: Additional ACA Resources & Educational Opportunities (Unlimited Access)
 - a. Live Workshops, Webinars, Recorded Training Videos, Searchable Knowledge Base, News Blasts
 4. Area 4: For Clients purchasing the “ACA Education/Consulting/Analysis Service” upon receipt of a communication from the IRS, the MBC consultant may assist the Client as follows:
 - a. Letter 226J Analysis
 - i. Analyze Type/Amount of Penalty (4980H(a) vs. 4980H(b)).
 - ii. Analyze Specific Penalty Months.
 - iii. Analyze Assessable Full-Time Employee Identification/1095-C Coding, including:
 1. Employee Status;
 2. Offer of Coverage (including Minimum Value and Affordability);
 3. Limited Non-Assessment Period Application.
 - iv. Analyze Potential Transitional Relief Application Based Upon:
 1. Employer Size; and/or
 2. Health Plan Year Structure.
 - b. Prepare Form 14764 ESRP Response
 - i. Develop narrative regarding disagreement with proposed assessment (if applicable) incorporating supporting documentation as available.
 - ii. Serve as authorized contact to discuss matter with IRS.
 - c. Letter 227 Analysis

- i. Compare and contrast IRS response with employer position outlined in Form 14764 ESRP Response.
- ii. Work with employer to assess need for pre-assessment conference.
- iii. Request pre-assessment conference if needed/desired by employer.
- d. Pre-Assessment Conference
 - i. Develop materials for and present employer’s case in pre-assessment conference.

3. CLIENT RESPONSIBILITIES FOR DELIVERY OF ACA REQUIRED NOTICES: MBC can only serve as a centralized source of delivery recordkeeping for those notices delivered via electronic means using MBC’s proprietary technology. Notwithstanding Client’s use of the Electronic Notices App, recipients who do not consent to electronic delivery must receive a traditional paper notice. Such distribution of a traditional paper notice is not included under the Agreement and remains the responsibility of the Client. MBC is not liable for Client’s failure to deliver a timely traditional paper notice to any recipient who does not consent to electronic delivery.

4. ACA CONSULTING SERVICE: Although not recommended by MBC, “ACA Education/Consulting/Analysis Service” is available as a stand-alone MBC Service, without requirement that a Client select one or more ACA SaaS Apps or Total Care Services. There are inherent limitations to the “ACA Education/Consulting/Analysis Service” when a Client uses the service in an untimely manner or without using one or more ACA SaaS Apps or Total Care Services such that MBC can assist Client via technology designed to comply with the Affordable Care Act. Client acknowledges and agrees that MBC is not liable for Client’s untimely use of “ACA Education/Consulting/Analysis Service” (such as usage delayed to a time when a past, current, or future notice or penalty may not be under the Client’s control, for example). Client acknowledges and agrees that MBC is not liable for Client’s failure or delay in following the reasonable recommendations of an MBC consultant performing the “ACA Education/Consulting/Analysis Service” (such as failure to make timely corrections to the relevant 1095-C coding, for example). Client acknowledges and agrees that MBC is not liable for Client’s errors or omissions before using the “ACA Education/Consulting/Analysis Service” (such as incorrect employee status determinations, untimely delivery of notices, or failures to offer coverage which can no longer be corrected due to the passage of time, for example).

VHE Employee Tracking (SaaS Solution)	
Employer Tasks	MyBenefitsChannel Tasks
Manually update or import Census* in MBC.	Provide training and technical support on VHE Employee Tracking App.
Manually update or import Employment Events** in MBC.	Provide consulting for substantive questions regarding ACA employee status*^.
Import Time Records.	
Monitor the VHE Dashboard – resolve information alerts, warnings and errors.	
Use MBC to add/remove employees in Measurement Groups.	
Finalize Measurement Period(s) in MBC.	

*Name, Address, Gender, DOB, SSN, Account Type, Initial Hire Date, Initial Employee Type, ALE Member

**Hired, Rehired, Return to Service, Employee Type Change, Paid Leave of Absence, Unpaid Leave of Absence, Family Medical Leave Act, Jury Duty, Military Leave, Terminated

*^Requires the purchase of the ACA Education/Consulting/Analysis Service.

IRS Reporting (SaaS Solution)	
Employer Tasks	MyBenefitsChannel Tasks
Manually update or import Census* in MBC.	Provide training and technical support on IRS Reporting App.
Manually update or import Employment Events** in MBC.	Provide consulting for substantive questions regarding IRS Reporting obligation*^.
Manually update or import Offers of Coverage in MBC.	
Obtain Part III Data from Carrier or TPA and import into MBC.	
Use MBC to run the 1094-C Audit Toolkit. Research and resolve alerts.	
Manually enter Codes into Part II Template and import into MBC.	
Update Reporting Year Package, validate and resolve errors.	
Deliver Forms 1095-C through chosen method (electronic delivery, mail/hand-deliver, or Print & Mail Service).	
Use data from 1094-C Audit Toolkit or payroll system to update the 1094-C tab in the Reporting Year Package.	
Validate the Reporting Year Package and submit to IRS.	
Work with MBC support team to resolve any TIN errors.	

*Name, Address, Gender, DOB, SSN, Account Type, Initial Hire Date, Initial Employee Type, ALE Member

**Hired, Rehired, Return to Service, Employee Type Change, Paid Leave of Absence, Unpaid Leave of Absence, Family Medical Leave Act, Jury Duty, Military Leave, Terminated

*^Requires the purchase of the ACA Education/Consulting/Analysis Service.

Subscription Agreement – Schedule A v2020.03

FPBS Statement of Work Number¹_____

CONFIDENTIAL

MYSMARTHIRE APPLICANT TRACKING SUMMARY

SCHEDULE A-3

*This Schedule A-3 shall only apply to Clients with MySmartHire Applicant Tracking Software under Schedule A.

BILLING CYCLE:		
Effective Date of Free Trial:	<u>06/01/2021</u>	<i>See Note 1.</i>
Effective Date of Initial Term:	<u>07/01/2021</u>	
Renewal Date of this Schedule A:	<u>07/01/2022</u>	<i>Renews annually thereafter, unless terminated.</i>
User Count:	Up to <u>500</u> Users	<i>See Note 2. Subject to routine audit by MBC.</i>
Amount Due Upon Expiration of Free Trial:	<u>\$3399.00</u>	
Amount Due at Renewal:	<u>\$3399.00</u>	

NOTES:

1. Client is allowed one (1) thirty-day (30-day) free trial.
 - a. Billing will begin immediately following the end of the free trial, unless Client earlier notifies MBC of their intent to cancel.
 - b. If Client goes live mid-month, billing will not be pro-rated within a calendar month.
2. Costs are based on the Total Employee Count (full-time and part-time employees) provided by Client.
 - a. Client represents that it will provide an accurate Total Employee Count to MBC at least once annually and/or upon request.
3. Costs include set up services and standard training and support. Training beyond the standard training will be charged at an hourly rate based on current market value; Client will be given an opportunity to review and approve such charges in advance. Standard training and support services include:
 - a. Product training and job posting assistance
 - b. Phone support during normal business hours (8:30am to 5:00pm Central Monday through Friday, excluding certain holidays)
 - c. Access to robust FAQ, including user guides, videos and tips & tricks, within the MySmartHire portal
4. Client may make certain in-app purchases via credit card within the MySmartHire portal. Client may purchase other add-ons, such as Assessments and/or Background Checks, via separate agreement.
5. MBC will provide Client at least a 30-day notice of any pricing changes. This modifies the MBC Standard Terms of Agreement.
6. Client may cancel at any time; if Client cancels mid-month, billing will not be pro-rated within a calendar month. This modifies the MBC Standard Terms of Agreement.
7. Upon cancellation, Client may request a .CSV backup of their data and resume files. Client will be billed \$99 for this data export. Client's account will be disabled and exported data will be sent to Client within 21 business days of payment.
8. Client agrees to the Privacy Policy available at <https://admin.mysmarthire.com/general-privacy-policy/>, which may be updated from time to time without notice.
9. A click-through EULA is required by MySmartHire at the time of use.



AP Access for All Memorandum of Understanding

Local Education Agency

Vision

By the year 2023, AP Access for All will implement a sustainable program that provides access to well-designed, engaging online Advanced Placement (AP) courses; addresses opportunity gaps that exist among underserved regions of Tennessee; and supports the development of a statewide high school culture that values and encourages rigorous preparation for college and career readiness.

Local Education Agency (LEA): _____

THIS AGREEMENT was entered into by and between the school system mentioned above (the LEA) and the Niswonger Foundation (the Foundation).

The purpose of this Memorandum of Understanding (MOU) is to articulate specific roles and responsibilities of AP Access for All partners of the Niswonger Foundation. This partnership, between the Niswonger Foundation and LEA is funded through a grant from the state of Tennessee. The goal of the AP Access for All grant is to eliminate common barriers to Advanced Placement (AP) coursework therefore expanding access to AP courses to students across the state of Tennessee.

I. Purpose and Scope of the Work

The Foundation was organized and incorporated in 2001 to make a positive and sustainable difference in education in Northeast Tennessee. A key component of the Foundation's strategy, the School Partnership program has provided support for more than 30 school programs. Since its inception the Foundation has supported more than 100 specific partnerships and grants, addressing needs from pre-kindergarten through high school.

Since 2015, the Foundation and high schools across the state of Tennessee have partnered through Niswonger Online to allow students access to courses in a wide range of subject areas including Math, Science, ELA, Social Studies, Electives, CTE, and Advanced Placement. This work has seen over 12,000 high school students earn credits in courses that were oftentimes not offered in their brick and mortar schools.

AP Access for All intends to further the reach of Niswonger Online Advanced Placement (AP) courses and further encourage effective teaching and learning throughout the state by [1] offering free online AP courses to public school students across the state, [2] paying for AP testing fees for all online AP students, [3] offering College Board training to secondary teachers across the state, and [4] offering College Board trained AP teachers the ability to teach online AP courses for Niswonger Online.

In consideration of the mutual commitments herein contained, the partners agree as follows.

II. Responsibilities of the LEA

Participating LEA partners will:

1. Participate in relevant meetings, communities of practice, or other practice-sharing events that are organized by the Administrators of AP Access for All
2. Ensure that the LEA, its leadership, staff, and teaching faculty comply with requests for participation and information that focus on meeting the goals of this program (within the context of local school board policy).
3. Assign an AP Liaison to be the initial contact person at each local school containing grades 9-12.
 - The AP Liaison will work closely with their assigned Regional Relationship Specialist to complete the following tasks:
 - Enrolling and monitoring of online AP Students
 - Transferring earned AP credits to student transcripts
 - Ordering all needed AP tests for online AP students
 - Equitably recruiting students to online AP courses
 - Sharing of AP Access for All information and materials to all students, administrators, and teachers
4. Support AP Liaison in AP Access for All goals that includes the requirement that all online AP students must sit for the AP exam.
5. Comply with any formative or summative program evaluation activities needed by either the State of Tennessee or the Niswonger Foundation.

III. Responsibilities of the Foundation

The Foundation will:

1. Maintain its status as a separately incorporated 501(c)(3) nonprofit organization created to raise, manage, distribute, and steward private resources.
2. Employ staff to fulfill essential responsibilities and provide them with sufficient training and resources. This includes stipends and training to the chosen AP Liaisons and any local teachers who choose to teach an online AP course for Niswonger Online.

3. Assign each high school a Regional Relationship Specialist tasked to train AP Liaison and be the main point of contact.
4. Work collaboratively with and support participating LEAs in AP Access for All activities; provide appropriate feedback and/or technical assistance.
5. Facilitate management activities of the AP Access for All program, including business services, compliance functions and the governance/advisory structures.
6. Develop and coordinate activities for professional development and collaboration activities (e.g. Advanced Placement collaborative cohorts and College Board training).
7. Assume primary responsibility for systems of data collection; coordinate evaluation activities related to the AP Access for All program.
8. Maintain a technology infrastructure that is appropriate for AP Access for All responsibilities.

IV. Joint Responsibilities

1. Collaborate and work in good faith to continue to achieve the overall goals of the AP Access for All program, even when modifications may be required.
2. Work together to determine appropriate timelines for project updates and status reports and to determine how to meet the needs of the LEA in addition to the vision of the AP Access for All Program.

V. Duration

This Memorandum of Understanding shall be effective, beginning with the date of the last signature hereon and ending either (1) on May 31st, 2023 (2) when replaced by an amended MOU signed by each of the parties involved, (3) upon the mutual agreement of the parties, or (4) termination by either party due to unfulfilled responsibilities stated in Sections II or III above.

State of Tennessee Grantee Responsibilities

Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

The Grantee acknowledges, understands, and agrees that this Grant Contract shall be null and void if the Grantee is, or within the past six months has been, an employee of the State of Tennessee or if the Grantee is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

Nondiscrimination. The Grantee agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of

such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Audit Requirements, and Cost Principles for Federal Awards*.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

**STATE OF TENNESSEE
DEPARTMENT OF EDUCATION
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU), by and between the State of Tennessee, Department of Education, hereinafter referred to as "TDOE" and Elizabethton City Schools, hereinafter referred to as "LEA," is to outline specific roles and responsibilities in support of the TDOE in the Grow Your Own grant, as further defined in the "LEA RESPONSIBILITIES AND EXPECTATIONS."

A. LEA RESPONSIBILITIES AND EXPECTATIONS:

- A.1. TDOE is establishing a grant with Milligan University ("the university") to partner with LEAs in a Grow Your Own Partnership, resulting in coursework, initial teaching licensure, and licensure recommendation in K-5 Elementary Education, 6-12 ELA, 6-12 Biology, 6-12 Chemistry, 6-12 History, or 6-12 Math and an additional endorsement in ESL for selected educators from that LEA. The LEA has opted to partner with the university for the opportunity to submit educator applicants for participation.
- A.2. The LEA understands that selection of participants is based on the partnering university's internal review process and participants must adhere to university admissions requirement. As such, LEA participation in the Grow Your Own grant is not guaranteed. Further, the LEA is expected to comply with all terms and conditions of its partnership agreement with the partnering university.
- A.3. If the LEA nominates participants for the program, and the application is selected by the university, the LEA shall complete the following as part of their participation in the residency portion of the program:
 - a. LEAs must employ participants as education assistants, as part of the multi-year residency, who serve in classrooms with highly effective teachers who serve as clinical mentors.
 - b. In the education assistant role, participants may engage in instructional activities such as co-teaching, planning for instruction, small groups, RTI, professional learning communities, or grading.
 - c. In the education assistant role, participants may not be assigned non-instructional duties during the instructional day such as lunchroom monitoring, substitute teaching, study hall, office duty, or in-school suspension. This MOU does not limit duties assigned before or after the regular school day.
- A.4. The LEA understands that the partnering university will cover costs for one licensure exam sitting per participant, and the participant or LEA will be responsible for additional sittings.
- A.5. The LEA shall ensure that the following surveys are completed by all participants in the program:

Survey Title	Frequency / Time of Administration	Survey Taker	Description
Pre-program candidate survey	Once , before the start of the program	All candidates	This survey will request information about the candidate's intention to teach before receipt of GYO grant, the expected reduction of burden (cost, support, etc.) as a result of participation in GYO program, prior

**STATE OF TENNESSEE
DEPARTMENT OF EDUCATION
MEMORANDUM OF UNDERSTANDING**

			experiences with teaching, and general goals or intentions for training.
Residency Survey	Twice , upon placement into a residency & upon completion of the residency.	Undergraduate program candidates	This survey will request information about the candidate's experiences the program, level of satisfaction with training and mentoring, experiences with specific components such as dual certification and SPED endorsements, assistance and resources received as a result of the program, and the extent to which candidate feels prepared to begin teaching, length of residency.
Supervisor Survey	Once , one year into placement of a residency	The lead teacher and/or principal	This survey will request information from the supervisors (the lead teacher & the principal) of the candidate's capacities for teaching, their perceptions of the candidate's training, and the extent to which they believe the candidate is better or worse prepared than comparable teaching candidates from non-GYO programs

B. TERM OF MOU:

This MOU shall be effective 08/01/2021 ("Effective Date") and ending on 08/31/2023 ("Term"). The State shall have no obligation for goods or services provided by the Grantee prior to the Effective Date.

C. COMMUNICATIONS AND CONTACTS:

C.1. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this MOU shall be in writing by EMAIL. Any such communications shall be addressed to the respective party at the appropriate EMAIL address, as set forth below or to that of such other party or address, as may be hereafter specified by EMAIL notice.

TDOE:

Ben Gagne-Maynard, Director of Special Projects – Office of Human Capital
Tennessee Department of Education
9th Floor Andrew Johnson Tower
710 James Robertson Pkwy
Nashville, TN 37243
Ben.Gagne-Maynard@tn.gov
Telephone # (615) 917-2817

**STATE OF TENNESSEE
DEPARTMENT OF EDUCATION
MEMORANDUM OF UNDERSTANDING**

LEA:
Elizabethton City Schools
Richard VanHuss, Director of Schools
804 South Watauga Ave
Elizabethton, TN 37643
richard.vanhuss@ecschoools.net
(423) 547-8000

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- C.2. Subject to Funds Availability. The TDOE's Grant Contract with the partnering university is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the TDOE reserves the right to terminate this MOU upon written notice to the LEA. The TDOE's exercise of this right to terminate shall not constitute a breach of MOU by the State and the LEA shall have not right of recovery against the State.
- C.3. Termination for Convenience. Either Party may terminate this MOU without cause for any reason. A party's exercise of its right to terminate this MOU for convenience shall not be deemed a breach of MOU by either Party. The terminating Party shall give the other Party at least thirty (30) days written notice before the termination date. A Party's exercise of its right to terminate shall not constitute a breach of MOU and the Parties shall have not right of recovery against each other. Notwithstanding the above, the LEA understands that continued participation in the Grow Your Own Partnership requires both a partnership agreement with the partnering university and an executed MOU with the TDOE.

IN WITNESS WHEREOF,

ELIZABETHTON CITY SCHOOLS:

LEA SIGNATURE

DATE

PRINTED NAME AND TITLE OF LEA SIGNATORY (above)

TENNESSEE DEPARTMENT OF EDUCATION:

PENNY SCHWINN, COMMISSIONER

DATE



We have prepared a quote for you

ClearPass

Quote # 004226
Version 1

Prepared for:

Elizabethton City Schools

Joey Trent
joey.trent@ecschoos.net



Products

Description	Price	Qty	Ext. Price
R1V81A Aruba ClearPass C2010 DL20 G10 HW Appl	\$7,440.00	2	\$14,880.00
HS9S7E Aruba 5Y FC NBD Exch E/R CP C2010 SVC	\$5,215.00	2	\$10,430.00
R1T38A Aruba DL360 Gen10 500W Spare PSU	\$477.60	2	\$955.20
HC9K2E Aruba 5Y FC NBD Exch HW AW10 SparePSUSVC	\$189.00	2	\$378.00
JZ404AAE Aruba ClearPass NL AC 5K CE E- LTU	\$32,666.67	1	\$32,666.67
HA0G0E Aruba 5Y FC SW E/R CP NLAC 5K CE E-L SVC	\$13,154.00	1	\$13,154.00
CLEARPASS INSTALLATION CLEARPASS INSTALLATION	\$10,500.00	1	\$10,500.00
TIPS-USA CONTRACT - 200105 TIPS-USA CONTRACT - 200105 - Technology Solutions	\$0.00	1	\$0.00

Subtotal: **\$82,963.87**

ClearPass

Prepared by:

Central Technologies Inc

Joe Alissandrello
423-580-3322
Fax 865-312-8190
joe@centralinc.com

Prepared for:

Elizabethton City Schools

804 South Watauga Avenue
Elizabethton, TN 37643
Joey Trent
(423) 547-8000
joey.trent@ecschoos.net

Quote Information:

Quote #: 004226

Version: 1
Delivery Date: 06/01/2021
Expiration Date: 08/31/2021

Quote Summary

Description	Amount
Products	\$82,963.87
Total:	\$82,963.87

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Central Technologies Inc

Signature: _____



Name: Joe Alissandrello

Title: Senior Account Manager

Date: 06/01/2021

Elizabethton City Schools

Signature: _____

Name: Joey Trent

Date: _____



QUOTE

Please Remit Payment To:
 5619 Scotts Valley Drive, Suite 140
 Scotts Valley, CA 95066
 800-321-4407

QUOTE DATE 05/10/2021

QUOTE NO. 41535

Bill To:

Ship To:

Regina Wilder
 Elizabethton City Schools
 804 S WATAUGA AVE
 ELIZABETHTON, TN 37643-4207
 US
 Phone # 4235478000

SHIP VIA

UPS
 Standard Shipping

ITEM NO	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
H500	HealthSmart Grade K Set, 2nd Edition	3	\$129.99	\$389.97
H501	HealthSmart Grade 1 2nd Edition Set	3	\$129.99	\$389.97
H502	HealthSmart Grade 2 Set, 2nd Edition	3	\$129.99	\$389.97
H503	HealthSmart Grade 3 Set, 2nd Edition	3	\$149.99	\$449.97
H504	HealthSmart Grade 4 Set, 2nd Edition	3	\$149.99	\$449.97
H505	HealthSmart Grade 5 Set, 2nd Edition	3	\$149.99	\$449.97
HS870	HealthSmart HS Complete Set 3d Ed	1	\$999.99	\$999.99
HS080	HealthSmart MS Complete Set 3d Ed	1	\$999.99	\$999.99

Subtotal:	\$4,519.80
Shipping & Handling:	\$542.40
Sales Tax:	\$0.00
Total:	\$5,062.20
Amount Due:	Charge Pending

Remittance must be drawn in USD, drawn on a U.S. Bank.
 Prices good for 90 Days.

Shipping and handling will be charged on all orders.

If for any reason, you are not completely satisfied with any product you buy from us, simply return it in resalable condition within 30 days of receipt, and we will promptly refund the purchase price. *HealthSmart* may be subject to a 25% restocking fee.



DAKTRONICS.COM

201 Daktronics Drive PO Box 5128
Brookings, South Dakota 57006-5128
T 800-325-8766 605-692-0200 F 605-697-4700

Thank you for giving Daktronics the opportunity to be your equipment provider. It is important to us that we capture your vision for this project. The provided quote outlines your product selection. Please look it over carefully and work with your salesperson to review and answer any questions.

We look forward to partnering with you on this exciting opportunity!

Placing Order:

When you are ready to place your order, contact your salesperson to obtain order documents. Daktronics will need the following information:

- Finalized equipment decision, including colors
- Delivery location/address
- Bill to information – Invoice Remit

If you are incorporating school or sponsorship logos into your project, please view [Daktronics Graphics File Standards](#) and submit with your order documents.

Additional Information:

Our website and blog offer helpful information. Learn more about what our customers are talking about by visiting the following:

- Could your PA system use an upgrade?
 - Check out our [Sports Sound Systems](#).
- Wishing you could check off more items on your list of needs?
 - See how [Daktronics Sports Marketing](#) could add revenue to your budget.
- Curious what other schools have installed?
 - Look through our [Daktronics Sports Photo Gallery](#) for ideas.
- Did you know we have an in-house reliability laboratory?
 - Experience the testing your components undergo in our [Product Reliability Lab](#).
- Interested in financing options for orders over \$25,000?
 - View our [Getting Started Guide](#) to see what Daktronics offers.
- Want to view helpful information related to our products, in addition to stories on how other schools are developing students and generating revenue?
 - Check out our [blog](#).

DAKTRONICS QUOTE # 762840-1-0

TA Dugger Junior High School
 Travis Williams
 305 W E St
 Elizabethton, TN USA 37643
 Phone: (423)895-6050
 Fax:
 Email: travis.williams@ecschoools.net

3/May/2021
 Quote valid for: 90 days
 Terms: Net 30 days from shipment with
 Purchase Order
 Subject to Credit Review
 FCA: DESTINATION
 Delivery: Call for Production Time

Reference: Indoor Sound

Item No.	Model	Description	Qty	Price
1	SSN-150	Sportsound Indoor Audio System. Includes sound system with additional subwoofer in a self-contained alum cabinet and mesh grille face. Amplification in wall mounted tilt out rack. Includes a sound system input plate. Cabinet painted Semi-Gloss Black. Mesh	1	\$13,634.00
	SSR-100-NW	Sportsound Rack 100 that includes: 10Ch analog mixer and input/output panel for easy plug and play operation, XLR cables, and Laptop/MP3 interface unit. SSR-100 can use up to 2 wireless components (wireless components sold separately).	1	
	Daktronics Announcer's Interface (Headset Version)	Daktronics Announcer's Interface kit to include: Announcer's push to talk Interface, 15' interface cable, power supply, and single muff headset used by sports announcers.	1	
	W-3902519	CABLE; 4 COND, 13AWG, SPEAKER4, OD: 0.42	250	
	W-1615	Cable, Audio Signal, 1 pair shielded 22 AWG, 1000' spool	1000	
	Labor; Field Technician, Audio System	Regional Field Service Technician Labor which includes final termination of audio cables, audio system commissioning, and customer operation training	1	
2	Physical Installation	See attachment A.	1	\$4,200.00
3	FREIGHT	Shipping to site via LTL (enclosed trailer). Usually unloads at a dock. Forklift or pallet jack may be required.	1	\$475.00
Services				
4	G1C1-W	One Year Warranty - Parts Coverage - G1G1	1	

Total Price Excluding Applicable Tax:	\$18,309.00
--	--------------------

Please reference listed sales literature: DD1569120 for On-site Labor, DD2557627 for Daktronics Announcer's Interface (Headset Version), DD2629816 for SSR-100-NW, DD2672221 for SSN-150, SL-02374 for G1C1-W

Please reference listed shop drawings: DWG-01143675 for SSR-100-NW, DWG-1144831 for SSN-150

Options

Please contact your sales representative for additional information

Service Options

On-site Labor	One Year Extended Service for on-site labor coverage	1	\$632.00
----------------------	---	---	-----------------

DAKTRONICS QUOTE # 762840-1-0

Leasing Program

If your purchase exceeds \$25,000, you may qualify for our leasing program allowing you more flexibility to spread out the cost of your Daktronics display over of a period up to five (5) years. Benefits of our leasing program include fixed rate financing, non-appropriation clause, no prepayment penalty, and customizable payment schedules. Plus, at the end of the lease, the equipment is yours to keep with no additional balloon payments.

Sample payment options as follows:

\$50,000 in total equipment cost = \$10,700 per year

\$100,000 in total equipment cost = \$21,199 per year

\$250,000 in total equipment cost = \$52,899 per year

Payments based on 5 year/annual payment in advance structure. **Leasing is subject to credit approval and agreed upon documentation with Daktronics lending partner. Contact your Daktronics representative for additional options and details.

Notes: Due to the dynamic COVID-19 situation, the freight pricing and proposed schedule for delivery and performance of services are subject to change.

Exclusions:

- | | |
|--|------------------------------|
| - Structure | - Foundation |
| - Power | - Hoist |
| - Technical Support/Installation Support | - Engineering Certification |
| - Signal Conduit | - Labor to Pull Signal Cable |
| - Applicable Permits | - Taxes |
| - Electrical Switch Gear or Distribution Equipment | - Front End Equipment |

Unless expressly stated otherwise in this Quote # 762840-1 Rev 0 or the attachments, if Daktronics performs installation of the Equipment, the price quoted does not include the following services pertaining to physical installations: digging of footings (including dirt removal), any materials fabrication, installation of steel cages, rebar, or bolt attachments, or pouring and finishing of concrete footings. Those service may be provided for an additional cost beyond the quoted price. Purchaser shall be fully responsible for any and all additional costs plus overhead in the event anything unexpected of any nature whatsoever is found while digging the footings including but are not limited to rock, water, utility lines, pipes or any other unforeseen circumstance. The Purchaser acknowledges and agrees that it is fully responsible for all site conditions.

Installation Responsibilities:

If applicable please reference Attachment A for Installation Responsibilities.

Ad/ID Copy Approval Process

Customer shall provide digital artwork for advertising and identification panels, conforming to Daktronics' graphic file standards, at the time of order.

Daktronics will create a proof of provided artwork and require approval of that proof three weeks prior to the initial anticipated ship date. Advertising and identification panels not approved in time, will be shipped without copy in Daktronics' standard finish.

Jonathon Fremming
PHONE: 629-215-9333
FAX:
EMAIL: Jonathon.Fremming@daktronics.com

Kathy Herold
PHONE: 605-692-0200
FAX: 605-692-0381
EMAIL: Kathy.Herold@daktronics.com

Terms And Conditions:

The Terms and Conditions which apply to this order available on request.

SL-02374 Standard Warranty and Limitation of Seller's Liability (www.daktronics.com/terms_conditions/SL-02374.pdf)

SL-02375 Standard Terms and Conditions of Sale (www.daktronics.com/terms_conditions/SL-02375.pdf)

SL-07862 Software License Agreement (www.daktronics.com/terms_conditions/SL-07862.pdf)

NOTE:

The pricing may be adjusted for freight and taxes depending on the options selected.
Please request order documents to submit your order.

DAKTRONICS QUOTE # 762840-1-0 MAIN ATTACHMENT A

CUSTOMER RESPONSIBILITIES

General

- 1) Secure necessary sign permits, as required.
- 2) Secure necessary construction permits, as required.
- 3) Mark location of the new Equipment as delineated in the quote.
- 4) Provide all required floor protection.

Structures

- 1) Not applicable

Electrical & Data

- 1) Provide primary power conductors for each piece of Equipment to within three (3) feet of Equipment location. Primary power per all applicable electrical codes and regulations and shall include; transformer, electrical disconnect, panel board with over current protection, J-boxes, receptacles, power drop cords as applicable per Equipment location and product specifications. Provide all required breakers based on the Equipment electrical loads.
- 2) Provide and install signal cable conduit, with pull string, from control location to each indoor Equipment location to within three (3) feet of Equipment location.

Product/Equipment

- 1) Provide storage of all Equipment and control equipment in a safe, dry, and secure location until installation.
- 2) Required power outlets on clean dedicated circuit(s) for all control equipment.

DAKTRONICS RESPONSIBILITIES

General

- 1) Not applicable

Structures

- 1) Not applicable

Electrical & Data

- 1) Provide secondary power conduits, conductors and power hook-up from the J-box within three (3) feet of Equipment location to all Daktronics supplied load centers/termination panel at/within the Equipment.
- 2) Labor to pull all new signal cable (and remove existing cable, if required).

Product/Equipment

- 1) Accept, lift, unload, and inspect all Equipment and control equipment from carrier.
- 2) Lift and mount Equipment listed in this quotation.

QUALIFICATIONS/CLARIFICATIONS

- 1) **Access:** Daktronics requires unobstructed access to Equipment and control room installation site until display is 100%. Installation equipment (cranes, lifts, trucks, concrete trucks, etc.) are expected to have access directly to the scoreboard/structure location. No concrete pumping, concrete buggies, or crane picks over 10' distance from scoreboard structure are included.
- 2) **Electrical:** The maximum voltage is 120 volts line to neutral for all Equipment in this quotation.
- 3) **Building Penetrations:** Customer to provide all required building (wall/roof) penetrations for the installation of Daktronics provided wireless bridge and/or scoring console radio transmitter components at the control location. Mount Daktronics provided wireless bridge and/or scoring console radio transmitter components to the building in accordance with manufacturers recommendations. Building penetration location shall provide clear line-of-sight to the Equipment. Provide all conduit, with pull string, from control location equipment to the building penetration location.
- 4) **Interior Equipment:** The bottom of the Equipment will be placed at an elevation between ten (10) feet to fifteen (15) feet above the finished floor.



ELIZABETHTON CITY SCHOOLS

ARP ESSER Spending Plans

Continuous Learning Grant **\$60,000.00**

- Technology
 - Teacher Laptops
 - Instructional Technology Coach Equipment
-

Remote Learning Technology Grant **\$100,000.00**

- Technology
 - Student Chromebooks
-

Connectivity Grant **\$37,050.00**

- Technology
 - Hot Spots for Student Connectivity at Home
-

ESSER 1.0 Grant **\$418,556.22**

- Technology
 - Online Learning Platform
 - Teacher Laptops
 - Student Chromebooks
 - Chromebook Storage/Charging Carts
 - Hot Spots for Student Connectivity at Home
 - Document Cameras
 - Outdoor WiFi Access Points for All School Campuses
- Curriculum
 - Online Learning Curriculum
 - Benchmark Testing Program

- Personnel
 - Instructional Technology Coach
 - Indirect Costs
-

ESSER 2.0 Grant

\$2,519,890.05

- Technology
 - Online Learning Platform
 - Interactive Boards for All Classrooms
 - Curriculum
 - Online Learning Curriculum
 - Online Credit Recovery Curriculum
 - Benchmark Testing Program
 - After-School Tutoring
 - Early Literacy Training Support
 - Personnel
 - Instructional Technology Coach
 - Mental Health Counselor
 - Facilities
 - HVAC Rooftop Unit Replacement/Installation
 - Window, Ceiling, & Lighting Upgrades
 - Asbestos Removal
 - Indirect Costs
-

ESSER 3.0 Grant

\$5,659,315.09

- Required 20% Learning Loss (minimum \$1,131,863.02)
 - Personnel
 - School-Based Instructional Interventionists
 - Systemwide Social Worker
 - Class-Size Reduction ELA Teacher
 - Class-Size Reduction Math Teacher
- Personnel
 - Instructional Technology Coach
 - Mental Health Counselors
 - Networking/Computer Technician

- School Counselor
 - Post-Secondary Advisors
 - School-Based Instructional Coaches
 - ESSER Grant Manager
 - Curriculum
 - Math Textbooks/Curriculum
 - ELA Textbooks/Curriculum
 - Facilities
 - Building Addition at T. A. Dugger Junior High School
 - Indirect Costs
-

Summer Learning Camp (Grades K-4) Grant

\$154,372.00

- Personnel
 - Administrator
 - Secretary
 - Teachers
 - Teacher Assistants
 - Nurse
 - Custodian
 - Curriculum
 - Curriculum
 - Supplemental Materials
-

Summer Bridge Camp (Grades 5-7) Grant

\$69,785.87

- Personnel
 - Administrator
 - Secretary
 - Teachers
 - Teacher Assistants
 - Curriculum
 - Curriculum
 - Supplemental Materials
-

Summer STEAM Mini-Camp (Grades K-4) Grant**\$69,785.87**

- Personnel
 - Teachers
 - Teacher Assistants
- Curriculum
 - Curriculum
 - Supplemental Materials

Summer Camp Transportation Grant**\$44,974.05**

- Personnel
 - Transportation Supervision
 - Bus Drivers
 - Bus Assistants
- Bus Fleet Support
 - Fuel Cost

<p style="text-align: center;">Appendix A Administrator’s Perceptions of Director’s Performance</p>	<p style="text-align: center;">5 - Significantly Above</p>	<p style="text-align: center;">4 - Above Expectation</p>	<p style="text-align: center;">3 - At Expectations</p>	<p style="text-align: center;">2 - Below Expectation</p>	<p style="text-align: center;">1 - Significantly Below</p>
1. The director develops clear expectations.					
2. The director models good communication skills					
3. The director is knowledgeable about the curriculum.					
4. The director ensures that funds are spent wisely.					
5. The director holds me accountable for my job responsibilities.					
6. The director supports professional learning activities for teachers and administrators.					
7. The director maintains positive relationships with administrators.					
8. The director ensures the safety of students and school personnel.					
9. The director ensures the safety of students and school personnel.					
10. The director administers the schools in accordance with state laws.					
11. The director has an effective plan to recruit effective employees.					
12. The director takes an active leadership role in the instructional improvement.					
13. The director evaluates my performance in a fair and consistent manner.					
14. The director interacts effectively with system employees.					
15. The director is accessible to administrators.					
16. The director develops good staff morale and loyalty to the system.					
17. The director works effectively with the school board.					
18. The director involves administrators as much as possible in decision-making.					
19. The director listens to suggestions from the administrative staff.					
20. The director demonstrates a caring attitude.					

Print Name: _____

Date: _____

Signature: _____

Elizabethton Board of Education

Evaluation - Director of Schools

Richard VanHuss

June 2021

Appendix B
Board Observational
Data
Board Relationships

	5 - Significantly Above Expectations	4 - Above Expectations	3 - At Expectations	2 - Below Expectations	1 - Significantly Below Expectations
1. Keeps all board members informed on issues, needs and operation of the school system, including employment, promotion and dismissal of personnel.					
2. Has a harmonious relationship with the board.					
3. Offers professional advice to the board on items requiring board action, with appropriate recommendations based on thorough study and analysis.					
4. Maintains a high degree of understanding and respect between staff and the board.					
5. Recommends policies to the board that comply with state law and State Board of Education and Tennessee Department of Education rules and regulations; that protect the security and integrity of the district infrastructure and the data it contains; and that protect the rights and confidentiality of staff and students.					
6. Interprets and executes the intent of board policy through the development of administrative procedures.					
7. Seeks and accepts constructive criticism of work from the board.					
8. Supports board policy and actions to the public and staff.					
9. Remains impartial toward the board, treating all board members alike.					
10. Maintains/improves relations with the Board by consistent and appropriate interpersonal and professional interactions including but not limited to periodic joint seminars, workshops and training sessions.					
11. Refrains from criticism of members of the board.					
12. Uses legal counsel in governance and procedures to avoid civil and criminal liabilities.					
13. Goes immediately and directly to the board when he/she feels an honest, objective difference of opinion exists between him/her and any or all members of the board, in an earnest effort to resolve such difference immediately.					
14. Bases position with regard to matters discussed by the board upon principle, and is willing to maintain that position without regard for its popularity until an official position has been reached, after which time the superintendent supports the decision of the board, as long as he/she remains in its employ.					

Total Mean Score for Board Relations	
---	--

Appendix B Board Observational Data Community Relationships	5 - Significantly Above Expectations	4 - Above Expectations	3 - At Expectations	2 - Below Expectations	1 - Significantly Below Expectations
1. Is an effective spokesperson for the school system.					
2. Models the highest professional standards to the community.					
3. Builds public support for the school district.					
4. Develops cooperative relationships with the news media.					
5. Works effectively with public and private agencies.					
6. Uses information about family and community concerns, expectations, and needs regularly.					
7. Secures available community resources to help the school district solve problems and achieve goals.					
8. Establish partnerships with area businesses, institutions of higher education, and community groups to strengthen programs and support school district goals.					
9. Treats community stakeholders equitably.					
10. Recognizes and values diversity.					
11. Uses public resources and funds appropriately and wisely.					
12. Models community collaboration for staff.					
13. Encourages parental involvement.					
Total Mean Score for Community Relationships					

Appendix B
Board Observational Data
Staff and Personnel
Relationships

	5 - Significantly Above Expectations	4 - Above Expectations	3 - At Expectations	2 - Below Expectations	1 - Significantly Below Expectations
1. Develops good staff morale and loyalty to the system.					
2. Treats all personnel fairly.					
3. Delegates authority to staff members appropriately.					
4. Identifies and applies appropriate policies, criteria and processes for the recruitment, selection, induction, compensation and separation of personnel with attention to issues of equity and diversity.					
5. Demonstrates use of system and staff evaluation data for personnel policies, decision-making, promotion of career growth and professional development.					
6. Offers professional development that is focused on student learning consistent with the school districts vision and goals.					
7. Considers diversity in developing learning experiences.					
8. Uses technologies in teaching and learning.					
9. Recognizes staff for their professional achievements.					
10. Models learning for staff.					
11. Provides shared leadership and decision-making opportunities for staff that promotes a climate of collaboration and collegiality.					
Total Mean Score for Staff and Personnel Relationships					

Appendix B
Board Observational Data
Facilities, Finance and Human
Resources

	5 - Significantly Above Expectations	4 - Above Expectations	3 - At Expectations	2 - Below Expectations	1 - Significantly Below Expectations
1. Demonstrates knowledge of school facilities and develops a process that builds internal and public support for facility needs, including bond issues and capital improvement plans.					
2. Ensures the maintenance of school property and the safety of personnel and property.					
3. Meets and works collaboratively with the Board and appropriate staff to determine priorities for budgeting and the effective allocation of space and human resources.					
4. Utilizes human and material resources outside the district that may support and/or enhance the achievement of goals and objectives.					
5. Provides accurate and timely reports to the board on the financial condition of the school system.					
6. Ensures that the school plant, equipment and support systems operate safely, efficiently, and effectively.					
7. Develops and monitors long-range plans for school and district technology and information systems and makes informed district decisions about computer hardware and software and staff developing needs while allocating resources consistent with district plan.					
8. Acquires, allocates and manages district resources in compliance with all laws to ensure the effective and equitable support of all of the district's students, schools and programs.					
9. Creates and maintains a safe, clean, and aesthetically pleasing environment at all schools.					
10. Demonstrates budget management including financial forecasting, planning, cash flow management, account auditing and monitoring and oversees the district's fiduciary responsibilities.					
11. Establishes and sustains partnerships with community agencies to provide additional resources to support the social and emotional growth and development of at-risk students.					
Total Mean Score for Facilities, Finance and Human Resources					

Appendix B
Board Observational
Data
Vision

	5 - Significantly Above Expectations	4 - Above Expectations	3 - At Expectations	2 - Below Expectations	1 - Significantly Below Expectations
1. Works effectively with board, staff, and community to develop long- range strategic plans.					
2. Initiates communication and facilitates cooperation and collaboration among staff regarding the district's mission, curriculum and program initiatives.					
3. Keeps board and community informed of progress towards long-range goals.					
4. Clearly articulates system's vision, mission and priorities to community and media.					
5. Inspires others to achieve the vision of the school system.					
6. Recognizes and celebrates the contributions of school community members to the realization of the vision.					
7. Ensures that the vision shapes the educational programs, plans, and activities.					
8. Uses assessment data related to student learning to develop the school district vision and goals.					
9. Uses relevant demographic data pertaining to students and their families in developing the school district mission and goals.					
10. Seeks and obtains needed resources to support the implementation of the school district mission and goals.					
11. Monitors, evaluates and advises the vision, mission, and implementation plans regularly.					
Total Mean Score for Vision					

Appendix B
Board Observational
Data
Student Achievement

	5 - Significantly Above Expectations	4 - Above Expectations	3 - At Expectations	2 - Below Expectations	1 - Significantly Below Expectations
1. Develops, implements, promotes and monitors continuous improvement in student achievement by using a variety of appropriate techniques.					
2. Applies effective methods of providing, monitoring, evaluating and reporting student achievement.					
3. Establishes curriculum planning to anticipate occupational trends and school-to-career needs.					
4. Uses child development and learning theories to create developmentally appropriate curriculum and instruction.					
5. Develops the curriculum design and delivery system based on curricular and assessment standards as well as effective and innovative practices.					
6. Provides equitable access for students and staff to technologies that facilitate productivity and enhance learning.					
7. Involves faculty and stakeholders in enhancement and renewal of curriculum to ensure alignment of curriculum, instruction and assessment.					
8. Reviews analyses of student academic achievement through standardized test results and other academic sources.					
9. Applies and communicates qualitative and quantitative findings to identify strengths and weaknesses in programs and practices in order to ensure continuous improvement.					
10. Develops, monitors and assesses district and school improvement plans, including the regular review and analysis of district's test scores by school and sub-groups.					
11. Formulates plan to assess appropriate teaching methods and classroom management strategies for all learners.					
12. Analyzes available instructional resources including applications of technology and assign them in cost effective and equitable manner to enhance student outcomes.					
13. Works collaboratively with members of the staff in using student achievement data to determine relevant professional development opportunities.					
14. Meets with principals regularly to provide feedback on goal achievement and to assess ongoing school improvement efforts.					

15. Encourages various staffing patterns, student grouping plans, class scheduling plans, school organizational structures and facilities design processes to support various teaching strategies and desired student outcomes.					
16. Reviews, reports and reacts appropriately to state accountability measures.					
17. Identifies, clarifies and addresses barriers to student learning.					
18. Recognizes and celebrates student accomplishments.					
19. Models learning for students.					
Total Mean Score for Student Achievement					

Appendix B Board Observational Data Management and Operations

	5 - Significantly Above Expectations	4 - Above Expectations	3 - At Expectations	2 - Below Expectations	1 - Significantly Below Expectations
1. Recognizes, studies and applies emerging trends as appropriate.					
2. Ensures that operational plans and procedures to achieve the vision and goals of the school district are in place.					
3. Manages time to maximize attainment of organizational goals.					
4. Identifies potential problems and opportunities.					
5. Confronts and resolves problems in a timely manner.					
6. Aligns financial, human, and material resources to the goals of school district.					
7. Identifies multiple points of view for problem solving situation and involves stakeholders in decisions affecting schools.					
8. Solicits staff input to discuss issues and to promote effective problem-framing and problem-solving skills.					
9. Demonstrates professional and effective conflict resolution skills.					
10. Uses effective group-process and consensus building skills.					
11. Uses effective communication skills.					
12. Participates in professional learning that is aligned with strategic plan and enhances leadership skills.					
13. Implements and enforces school district code of conduct and appropriate and effective disciplinary policies, procedures and programs in a timely and consistent manner.					
14. Promotes a climate of trust and teamwork within the district.					
15. Clearly communicates expectations regarding behavior and procedures for handling disciplinary problems to students, staff, parents and other members of the community.					
16. Establishes procedures and practices for dealing with emergencies such as weather, threats to the school, student violence and trauma.					
Total Mean Score for Management and Operations					

Appendix B
Board Observational Data
Integrity, Fairness and
Ethics

	5 - Significantly Above Expectations	4 - Above Expectations	3 - At Expectations	2 - Below Expectations	1 - Significantly Below Expectations
1. Examines personal and professional values to develop a personal and professional code of ethics that demonstrates personal integrity.					
2. Demonstrates values, beliefs, and attitudes that inspire others to higher levels of performance.					
3. Serves as a role model.					
4. Accepts responsibility for school operations.					
5. Considers the impact of one’s administrative practices on others.					
6. Uses the influence of the office to enhance the educational program rather than for personal gain.					
7. Treats people fairly, equitably, and with dignity and respect.					
8. Protects the rights and confidentiality of students and staff.					
9. Demonstrates appreciation for and sensitivity to the diversity in the school community.					
10. Exhibits multicultural and ethnic understanding and sensitivity.					
11. Recognizes and respects the legitimate authority of others.					
12. Examines and considers the prevailing values of the diverse school community.					
13. Expects and promotes that others in the school community will demonstrate integrity and exercise ethical behavior throughout the district.					
14. Fulfills legal and contractual obligations.					
15. Applies laws and procedures fairly, wisely, and considerately.					
16. Maintains the physical and emotional wellness necessary to meet the responsibilities of the position.					
Total Mean Score for Integrity, Fairness and Ethics					

Appendix B
Board Observational Data
Political/Social/Cultural
Context

	5 - Significantly Above Expectations	4 - Above Expectations	3 - At Expectations	2 - Below Expectations	1 - Significantly Below Expectations
1. Ensures that the environment in which schools operate is influenced on behalf of students and their families.					
2. Ensures that communication occurs among the school community concerning trends, issues, and potential changes in the environment in which schools operate.					
3. Ensures that there is ongoing dialogue with representatives of diverse community groups.					
4. Ensures that the school community works within the framework of policies, laws, and regulations enacted by local, state, and federal authorities.					
5. Ensures that lines of communication are developed with decision-makers outside the school community.					
6. Promotes and expects a district-based climate of tolerance, acceptance and civility.					
7. Establishes a culture that encourages responsible risk-taking while requiring accountability for results.					
Total Mean Score for Political/Social/Cultural Context					

Comments:

Print Name: _____

Date: _____

Signature: _____