

# ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION

## REGULAR SCHEDULED MEETING

*Monday, February 21, 2022, @ 5:30 PM*

### Board Members

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

The Elizabethton Board of Education will meet on Monday, February 21, 2022, at 5:30 PM in the Mack Pierce Board Room, 804 South Watauga Ave , Elizabethton, TN 37643.

**1. CALL TO ORDER**

**2. MOMENT OF SILENCE**

**3. PLEDGE TO THE FLAG**

**4. APPROVE CONSENT AGENDA AND REGULAR AGENDA**

**5. TIME FOR CITIZENS TO SPEAK**

A. No citizens asked to appear before the Board.

**6. SPECIAL RECOGNITION**

A. Recognition of the EHS State Qualifying Swimmers.

B. Recognition of EHS Student Karisse Dickison who placed 2nd in a National Billboard Design Competition.

C. Recognition of the EHS Football Team.

**7. CONSENT AGENDA**

A. Minutes of Regular Meeting: January 20, 2022.

B. Approve General Purpose Fund Financial Statement, January 31, 2022.

C. Approve Federal Projects Fund Financial Statement, January 31, 2022.

D. Approve School Nutrition Fund Financial Statement, January 31, 2022.

E. Approve the Director of Schools to travel to Nashville, Tennessee for the 2022 TOSS Legislative & Learning Conference on March 22-24, 2022.

F. Approve Ricoh Master Lease Agreement and Ricoh Master Maintenance Sale Agreements to supply copiers for ECS.

G. Approve Elizabethton City Schools to enter into a contract with SchoolKit for Early Literacy services in the amount of \$80,000.00 to be paid with the Early Literacy Networks Grant and to be paid over a two-year period.

H. Approve an Affiliation Agreement between Elizabethton City Schools and The University of Akron.

I. Approve an Equipment Disposal Request from Travis Hurley, Principal at East Side Elementary School for the disposal of 200 metal chairs and 40 metal padded chairs that are broken. PTAC will be purchasing new chairs.

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.

- J. Approve an Equipment Disposal Request from Travis Hurley, Principal at East Side Elementary School for the disposal of a wooden cart that's broken, to be thrown away.
- K. Approve an Equipment Disposal Request from John Wright, Principal at West Side Elementary School for the disposal of two black top tables.
- L. Approve an Equipment Disposal Request from Beth Wilson, Finance Director at Central Office, for the disposal of a Risograph Machine that is no longer functional.
- M. Approve an Equipment Disposal Request from John Wright, Principal at West Side Elementary School for the disposal of 25 School Dictionaries by Macmillian Publishing Company and 20 of The World Almanacs, World Atlas and Webster's American English Dictionaries, to be donated.
- N. Approve an Equipment Disposal Request from John Wright, Principal at West Side Elementary School for the disposal of five battery operated walkie-talkies.
- O. Approve an Equipment Disposal Request from John Wright, Principal at West Side Elementary School for the disposal of fiction and non-fiction books that are beyond repair. Those in better condition will be donated to the Betsy Book Bus.
- P. Approve an Equipment Disposal Request from John Wright, Principal at West Side Elementary for the disposal of books that are water damaged, molded, or damaged beyond repair.

**8. REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS**

A. Personnel Report

- a. ADDITIONAL POSITION: Jason Holly, Golf Coach at TAD, effective January 19, 2022.

NEW: Karen Martin, Educational Asst. to the Teacher at EHS, effective January 20, 2022; Cassidy Brown, Educational Asst. to the Teacher at EHS, effective January 20, 2022; Regina May, Sub LPN, Systemwide, effective January 26, 2022; Jessica Hayes, Interim Biology Teacher at EHS, effective January 31, 2022, through May 2, 2022; Shawnee Markland, SPED Assistant to the Teacher at WSE, effective February 1, 2022; Cassie Jones, ESP Student Leader Systemwide, effective February 7, 2022

TRANSFERRED: Carrie Matherly, from PT to FT Special Ed. Asst.at WSE, effective January 19, 2022; Ellie Phillips, from Substitute to Interim Teacher at EHS, effective January 27, 2022; Kaylee Ingram, from ESP Student Leader to Educational Assistant to the Teacher at ESE, effective February 7, 2022

RESIGNED: Christopher Derr, Custodian at EHS, effective January 19, 2022; Michayla Miller, Educational Asst. to the Teacher at EHS, effective February 11, 2022; Tamara Street, Cafeteria Personnel at WSE, effective January 28, 2022; Bethany Isaacs, Educational Assistant to the Teacher at EHS, effective January 28, 2022; Lucas Gentry, Tn All Corp Instructional Assistant at TAD, effective February 4, 2022

RETIRING: Mitzi Phillips, Bookkeeper at T. A. Dugger, effective February 15, 2022.

LEAVE OF ABSENCE: Tammy Markland (REVISED), Assistant to the Principal at WS from March 7, 2022 through May 31, 2022.

B. Director's Update

a. Dustin Hensley to report on the \$10,000.00 Grant received supporting paid internships this summer to help collect and document the history of the Douglas School for the EHS Archives in the school library.

C. Board Member Reports

D. City Council Liaison's Report

E. Student Liaison's Report

**9. REGULAR AGENDA**

A. Approve the 2023-2024 Elizabethton City Schools Calendar.

B. Approve the ESSER 3.0 Public Plan-Federal Relief Spending Addendum and Safe Return to In-Person Instruction and Continuity of Services Plan Addendum.

C. Approve the award of Bid Number ECSS 2021-2022-02 for Pool Deck Resurfacing and Locker Room restoration for Elizabethton High School to be awarded to High Tech Industries, Inc. in the amount of \$29,572.00.

D. Approve 2022-2023 budget request letter from Elizabethton City Schools to the City of Elizabethton.

E. Approve on first and final reading Board Policy 2.806 Bids and Quotations, as revised.

F. Discussion of potential dates for Capital Projects and Budget Workshops.

**10. FOR YOUR INFORMATION**

**11. NEXT REGULARLY SCHEDULED BOARD MEETING**

A. The next regularly scheduled Board Meeting will be held on the 17th day of March 2022, at 5:30 p.m. in the Mack Pierce Board Room in the offices of the Elizabethton Board of Education, located at 804 S. Watauga Avenue, Elizabethton, Tennessee.

**12. ADJOURN**

ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION  
REGULAR SCHEDULED MEETING  
Thursday, January 20, 2022 5:30 PM  
Mack Pierce Board Room

The Elizabethton Board of Education met in a regular meeting on Thursday, January 20, 2022, at 5:30 PM, at Mack Pierce Board Room.

Attendance Taken at 5:31 PM.

Phil Isaacs: Present  
Danny O'Quinn: Absent  
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 Phil Isaacs, second by Jamie Schaff to approve the Consent and Regular Agendas. Motion carried.

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

aye: 4, nay: 0, Absent: 1

TIME FOR CITIZENS TO SPEAK

SPECIAL RECOGNITION

Recognition of the 2021-2022 Elizabethton City Schools System-Level Teachers of the Year and Building-Level Teachers of the Year as follows:

Building Level:

ESE: Pre-K-4th-Tammy Troutman

5th-8th - Barbara Smith

HME: Pre-K-4th-Jennifer Landstreet

5th-8th-Amanda Righter

WSE: Pre-K-4th-Sara Penley

5th-8th-Matt Tynes

TAD: 5th-8th-Christopher Lockhart

EHS: 9th-12th-Brennan Trent

District Level:

HME: Pre-K-4th-Jennifer Landstreet

HME: 5th-8th-Amanda Righter

EHS: 9th-12th-Brennan Trent

Mr. Thompson presented the Building Level and District Level Teachers of the Year with certificates.

Recognition of the 2020-2021 Elizabethton High School Fighting Cyclones Football Team.

The football team was not able to attend and will be recognized at another meeting.

CONSENT AGENDA

Minutes of Regular Meeting: December 16, 2021.

Approve General Purpose Fund Financial Statement, December 31, 2021.

Approve Federal Projects Fund Financial Statement, December 31, 2021.

Approve School Nutrition Fund Financial Statement, December 31, 2021.

Approve travel by the EHS Agriculture Department to travel to Louisville, Kentucky, February 17, 2022, through February 18, 2022, to tour the University of Kentucky's agriculture campus and attend the National Championship tractor pull in Louisville, Kentucky.

Approve Federal Projects Fund Budget Amendment #1FP.

Approve signature card changes for Elizabethton High School at Citizens Bank.  
Approve a request to open a new savings account for Elizabethton High School at Citizens Bank.

Approve an Equipment Disposal Request from Chris Berry, Principal at T. A. Dugger Jr. High School for the disposal of a laminator that no longer works.

Approve an Equipment Disposal Request from John Wright, Principal at West Side Elementary for the disposal of chairs with broken legs to be trashed.

## REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS

### Personnel Report

NEW: Brittany Starnes, ESP Student Leader (Systemwide), effective December 28, 2021; Deidre Brown, Interim P/T Math Teacher at EHS, effective January 4, 2022; Craig Wilcox, Naval Sciences Assistant at EHS, effective January 14, 2022; Christopher Derr, Custodial Personnel at EHS, effective January 5, 2022; Abbie Grindstaff, ESP Student Leader (Systemwide), effective January 5, 2022; Heather Dykes, Cafeteria Personnel at EHS, effective January 12, 2022; Bethany Isaacs, Educational Asst. to the Teacher at EHS, effective January 11, 2022.

TRANSFER: Carolyn Ayers, from Cafeteria Personnel at EHS to Cafeteria Personnel at ESE, effective January 5, 2022; Charlotte MacDonald, from Sub Cook to PT Cook at EHS, effective January 13, 2022; Elizabeth Greenwell, from Educational Asst. at WSE to TN All Corp Inst. Asst. at WSE, effective January 14, 2022; Heather Hansen, from F/T SPED Asst. to F/T Instructional Asst. at WSE, effective January 14, 2022.

RESIGNATIONS: Chad Salyer, Teacher at EHS, effective January 13, 2022; Chardonnay Roberts, Educational Asst. to the Teacher at EHS, effective December 15, 2021; Makayla Newman, ESP Student Leader (Systemwide), effective December 30, 2021; Amy Carrier, TN All Corp Teacher at HME, effective December 31, 2021; Hannah Derrick, Educational Asst. to the Teacher at WSE, effective January 4, 2022; Nathan Hargis, Educational Asst. to the Teacher at EHS, effective January 12, 2022 (remaining as Jazz Band Director at EHS).

LEAVE OF ABSENCE: Tammy Markland, Asst. to the Principal at WSE, from January 27, 2022, through April 22, 2022; Charlene Ray, Attendance Data Manager at EHS, from January 3, 2022, through January 24, 2022; April Sutphin, LPN at HME, from December 10, 2021, through December 17, 2021 (continuation of previous leave); Hailey Holyfield, Teacher at EHS, from January 31, 2022, through May 2, 2022; Shelley Smithdeal, Speech Therapist at WSE, from April 4, 2022, through May 25, 2022.

#### Director's Update

Congratulations to all our Teachers of the Year winners. Very appreciative for all their efforts. Big night to award tenure. Thanks to Marsha Taylor for the documents. One of the documents is an Amendment for the ESSER 3.0 Public Plan-Federal Relief Spending Addendum and Return to Safe Instruction for your review. We are required to have updates every six months. We will discuss these and vote on them for approval at our next Board Meeting in February. Also working on a five-year capital master plan for the District. Mr. Weems is helping us with this and hope to have something ready for you to look at soon. Would like to have a workshop to discuss things we might want to add. Excited about the initial plan Mr. Weems has put together. The State is considering a new funding formula for State Education funding. Finishing up this week and next with more information to come then. Key is what is the base funding is going to be. Will get multiplier information soon. Recommendation to the state was to invest another one billion dollars. We're 42-44 in the country for spending per student. We need this and need to be able to give our teachers the resources that they need and keep them in the profession. Will share information when it's received. Next week is School Board Appreciation Week. Thankless job and pay is bad. We appreciate you, and thank you for your willingness to serve! The "goodie bags" are from West Side and EHS.

#### Board Member Reports

We are honored to serve this system and our community. We appreciate the nice things the schools do.

#### City Council Liaison's Report

Working on budgets right now. No bonds paying off this year for the system. Next year will be a better year for the school system. Putting resources toward the

Covered Bridge Park this year. 2023 will be a better year for T. A. Dugger. Baseball coming shortly.

Student Liaison's Report

Nothing...not been in school that long.

REGULAR AGENDA

Motion was made by Jamie Schaff, second by Phil Isaacs to approve tenure. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: Absent

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 4, nay: 0, Absent: 1

This is a great accomplishment due to your hard work. Congratulations!

Recognition of the following Teachers recommended for tenure:

Reid Casey

Katie Dugger

Zach Ensor

Collin McHenry

Cody Metcalf

Barb Robinson

Courtney Shelton

Rachel Wagner

Angela Wilber

Motion was made by Jamie Schaff, second by Phil Isaacs to approve the following teachers for tenure: Reid Casey Katie Dugger Zach Ensor Collin McHenry Cody Metcalf Barb Robinson Courtney Shelton Rachel Wagner Angela Wilber Motion carried.

Phil Isaacs: aye

Danny  
O'Quinn: Absent

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 4, nay: 0, Absent: 1

Congratulations on this great accomplishment!

FOR YOUR INFORMATION

NEXT REGULARLY SCHEDULED BOARD MEETING

The next regularly scheduled Board Meeting will be held on \_\_\_\_\_, February \_\_, 2022, 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.

The next regularly scheduled Board Meeting will be held on Monday, February 21st, 2022 at 5:30 p.m.

ADJOURN

Motion was made by Phil Isaacs, second by Jamie Schaff Motion to Adjourn Motion carried.

Phil Isaacs: aye

Danny O'Quinn: Absent

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 4, nay: 0, Absent: 1

Motion was made by Phil Isaacs, second by Mike Wilson to adjourn the meeting.

Motion carried.

Phil Isaacs: aye

Danny O'Quinn: Absent

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 4, nay: 0, Absent: 1

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Chairman of the Board

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Director of Schools

			2021-22	2021-22	2021-22	2021-22	Unencumbered	January 2021-22
	Acct		Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance - YTD Act	Monthly Activity
141 R 40110	000	CURRENT PROPERTY TAX	3,325,000.00	3,325,000.00	1,423,677.66	42.82	1,901,322.34	950,550.41
141 R 40120	000	TRUSTEE'S COLLECTIONS - PRIOR	83,000.00	83,000.00	23,875.06	28.77	59,124.94	7,042.80
141 R 40130	000	CIR CLK/CLK & MASTER COLLECTIO	18,500.00	18,500.00	6,699.16	36.21	11,800.84	395.75
141 R 40140	000	INTEREST AND PENALTY	24,000.00	24,000.00	8,185.99	34.11	15,814.01	1,187.69
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	0.00	0.00	4,000.00	0.00
141 R 40210	000	LOCAL OPTION SALES TAX	2,700,000.00	2,700,000.00	898,283.42	33.27	1,801,716.58	222,031.96
141 R 40275	000	MIXED DRINK TAX	18,000.00	18,000.00	9,880.65	54.89	8,119.35	1,598.66
141 R 40320	000	BANK EXCISE TAX	30,550.00	30,550.00	0.00	0.00	30,550.00	0.00
141 R 41110	000	MARRIAGE LICENSES	600.00	600.00	319.91	53.32	280.09	41.87
141 R 43511	000	TUITION - REGULAR DAY STUDENTS	300,000.00	300,000.00	199,986.22	66.66	100,013.78	-27.72
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	94,877.19	42.63	127,674.81	13,703.26
141 R 44110	000	INVESTMENT INCOME	10,000.00	10,000.00	2,136.60	21.37	7,863.40	407.71
141 R 44120	000	LEASE/RENTALS	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
141 R 44170	000	MISCELLANEOUS REFUNDS	0.00	0.00	984.83	0.00	-984.83	-2,219.50
141 R 44990	000	OTHER LOCAL REVENUES	200.00	200.00	1,047.34	523.67	-847.34	0.00
141 R 46511	000	BASIC EDUCATION PROGRAM	15,199,000.00	15,199,000.00	9,150,600.00	60.21	6,048,400.00	1,534,600.00
141 R 46515	000	EARLY CHILDHOOD EDUCATION	404,779.00	404,779.00	157,578.12	38.93	247,200.88	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	35,567.73	38.66	56,432.27	5,155.29
141 R 46610	000	CAREER LADDER PROGRAM	41,359.00	41,359.00	17,471.36	42.24	23,887.64	0.00
141 R 46980	000	OTHER STATE GRANTS	160,560.00	160,560.00	46,340.05	28.86	114,219.95	46,340.05
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	291.02	1.15	24,908.98	11.00
141 R 49800	000	OPERATING TRANSFERS	30,882.00	30,882.00	0.00	0.00	30,882.00	0.00
141 R 49810	000	CITY GENERAL FUND TRANSFER	2,400,000.00	2,400,000.00	1,400,000.00	58.33	1,000,000.00	200,000.00
<b>Grand Revenue Totals</b>			<b>25,273,932.00</b>	<b>25,273,932.00</b>	<b>13,477,802.31</b>	<b>53.33</b>	<b>11,796,129.69</b>	<b>2,980,819.23</b>

Number of Accounts: 34

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

		2021-22	2021-22	2021-22	2021-22	Unencumbered	January 2021-22
	Acct	Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance - YTD Act	Monthly Activity
141 E 71100	REGULAR INSTRUCTION PROGRAM	11,389,838.00	11,389,838.00	5,042,543.31	44.27	6,347,294.69	893,036.30
141 E 71200	SPECIAL EDUCATION PROGRAM	2,065,538.00	2,065,538.00	934,469.14	45.24	1,129,356.19	186,987.89
141 E 71300	VOCATIONAL EDUCATION PROGRAM	1,075,195.00	1,075,195.00	468,552.23	43.58	602,415.17	88,394.93
141 E 71400	STUDENT BODY EDUCATION PROGRAM	363,460.00	363,460.00	331,055.51	91.08	-19,332.51	27,729.05
141 E 72110	ATTENDANCE	96,240.00	96,240.00	56,652.83	58.87	39,587.17	12,207.92
141 E 72120	HEALTH SERVICES	378,352.00	378,352.00	164,728.18	43.54	212,792.95	31,647.77
141 E 72130	OTHER STUDENT SUPPORT	1,109,378.00	1,109,378.00	426,752.73	38.47	680,825.27	64,825.53
141 E 72210	REGULAR INSTRUCTION PROGRAM	980,138.00	980,138.00	543,316.16	55.43	433,086.84	62,730.22
141 E 72220	SPECIAL EDUCATION PROGRAM	358,159.00	358,159.00	169,685.28	47.38	188,473.72	18,886.88
141 E 72230	VOCATIONAL EDUCATION PROGRAM	152,998.00	152,998.00	82,579.90	53.97	70,418.10	12,221.97
141 E 72250	TECHNOLOGY	619,790.00	619,790.00	385,037.34	62.12	225,229.17	41,178.74
141 E 72310	BOARD OF EDUCATION	499,485.00	499,485.00	375,627.98	75.20	119,858.30	55,534.75
141 E 72320	OFFICE OF THE SUPERINTENDENT	367,418.00	367,418.00	211,135.41	57.46	142,009.76	29,979.82
141 E 72410	OFFICE OF THE PRINCIPAL	1,655,558.00	1,655,558.00	826,720.95	49.94	828,537.05	174,102.52
141 E 72510	FISCAL SERVICES	366,770.00	366,770.00	220,399.23	60.09	141,751.40	29,201.92
141 E 72610	OPERATION OF PLANT	1,574,160.00	1,574,160.00	956,656.42	60.77	611,787.97	116,688.49
141 E 72620	MAINTENANCE OF PLANT	884,780.00	884,780.00	576,724.65	65.18	111,228.78	52,804.41
141 E 72710	TRANSPORTATION	590,030.00	590,030.00	250,880.56	42.52	191,229.57	26,431.78
141 E 73100	FOOD SERVICE	27,314.00	27,314.00	0.00	0.00	27,314.00	0.00
141 E 73300	COMMUNITY SERVICES	221,552.00	221,552.00	72,857.16	32.88	145,391.04	4,651.42
141 E 73400	EARLY CHILDHOOD EDUCATION	404,779.00	404,779.00	154,278.57	38.11	249,754.33	-3,914.65
141 E 76100	REGULAR CAPITAL OUTLAY	92,000.00	92,000.00	146,026.40	158.72	-416,446.40	26,271.00
141 E 99100	OPERATING TRANSFERS	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
<b>Grand Expense Totals</b>		<b>25,273,932.00</b>	<b>25,273,932.00</b>	<b>12,396,679.94</b>	<b>49.05</b>	<b>12,063,562.56</b>	<b>1,951,598.66</b>

Number of Accounts: 527

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

		2021-22	2021-22	2021-22	2021-22	Unencumbered	January 2021-22	
<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	135,456.00	110,556.87	61,558.43	55.68	48,998.44	7,843.77
142 R 47189	OCA	EISENHOWER PROF DEVELOPMENT ST	12,000.00	14,300.00	5,613.40	39.25	8,686.60	0.00
142 R 47131	OCP	VOCATIONAL EDUC - BASIC GRANTS	43,355.00	43,354.96	24,719.60	57.02	18,635.36	2,445.00
142 R 47143	OID	SPECIAL EDUCATION - GRANTS TO	576,045.00	630,493.69	241,434.61	38.29	389,059.08	47,690.39
142 R 47145	OPS	SPECIAL EDUCATION PRESCHOOL GR	15,299.00	17,029.69	0.00	0.00	17,029.69	0.00
142 R 47141	OT1	TITLE 1 GRANTS TO LOCAL EDUC A	625,023.00	787,598.80	318,208.73	40.40	469,390.07	60,627.73
142 R 47590	OT1	OTHER FEDERAL THROUGH STATE	60,113.00	72,693.73	29,700.53	40.86	42,993.20	5,595.83
142 R 47189	OT2	EISENHOWER PROF DEVELOPMENT ST	89,668.00	126,002.47	47,753.57	37.90	78,248.90	4,746.82
142 R 47590	OVR	OTHER FEDERAL THROUGH STATE	43,390.00	43,390.00	21,470.94	49.48	21,919.06	6,430.08
142 R 47147	21C	SAFE AND DRUG-FREE SCHOOLS-ST	145,334.00	145,334.00	96,503.02	66.40	48,830.98	14,512.68
142 R 47404	702	ARP Homeless	0.00	44,471.90	185.85	0.42	44,286.05	0.00
142 R 47143	890	SPECIAL EDUCATION - GRANTS TO	40,000.00	41,386.65	21,757.38	52.57	19,629.27	3,446.34
142 R 47402	902	ARP IDEA	0.00	141,634.30	20,109.77	14.20	121,524.53	11,094.77
142 R 47403	903	ARP IDEA, Preschool	0.00	9,442.87	0.00	0.00	9,442.87	0.00
142 R 47401	930	ESSER 3.0	0.00	152,250.00	113,762.45	74.72	38,487.55	48,810.18
142 R 47307	931	ESSER 2.0	0.00	62,500.00	31,782.70	50.85	30,717.30	6,374.46
142 R 47307	932	ESSER 2.0	1,695,244.00	1,695,244.00	641,681.11	37.85	1,053,562.89	15,519.93
142 R 47401	933	ESSER 3.0	2,480,135.00	4,229,871.00	353,085.20	8.35	3,876,785.80	71,213.68
142 R 47301	CRS	ESSER-CARES ACT	0.00	186,094.48	197,289.28	106.02	-11,194.80	0.00
142 R 47309	LSG	Literacy Stipend Grant	0.00	0.00	98,000.00	0.00	-98,000.00	0.00
142 R 47141	T1N	TITLE 1 GRANTS TO LOCAL EDUC A	27,175.00	48,482.09	16,065.29	33.14	32,416.80	2,488.40
<b>Grand Revenue Totals</b>			<b>5,988,237.00</b>	<b>8,602,131.50</b>	<b>2,340,681.86</b>	<b>27.21</b>	<b>6,261,449.64</b>	<b>308,840.06</b>

Number of Accounts: 21

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

		2021-22	2021-22	2021-22	2021-22	Unencumbered	January 2021-22
	Acct	Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance - YTD Act	Monthly Activity
142 E 71100	REGULAR INSTRUCTION PROGRAM	1,429,294.00	2,974,821.09	1,384,811.44	46.55	1,489,612.69	152,670.87
142 E 71200	SPECIAL EDUCATION PROGRAM	591,344.00	742,651.86	261,184.18	35.17	481,467.68	58,379.96
142 E 71300	VOCATIONAL EDUCATION PROGRAM	26,157.00	30,657.37	21,087.32	68.78	5,601.88	2,818.00
142 E 72120	HEALTH SERVICES	40,000.00	60,000.00	36,000.00	60.00	24,000.00	4,000.00
142 E 72130	OTHER STUDENT SUPPORT	96,889.00	177,033.05	83,666.54	47.26	87,001.86	13,213.46
142 E 72210	REGULAR INSTRUCTION PROGRAM	320,904.00	469,338.34	199,857.14	42.58	269,331.20	29,391.81
142 E 72220	SPECIAL EDUCATION PROGRAM	40,000.00	97,335.34	21,757.38	22.35	75,577.96	3,440.94
142 E 72230	VOCATIONAL EDUCATION PROGRAM	1,948.00	1,947.59	435.34	22.35	1,512.25	0.00
142 E 72250	TECHNOLOGY	68,985.00	68,985.00	33,885.83	49.12	35,099.17	5,764.24
142 E 72410	OFFICE OF THE PRINCIPAL	0.00	0.00	0.00	0.00	0.00	0.00
142 E 72710	TRANSPORTATION	0.00	4,121.00	0.00	0.00	4,121.00	0.00
142 E 73300	COMMUNITY SERVICES	142,834.00	142,584.00	102,601.18	71.96	39,982.82	13,930.06
142 E 76100	REGULAR CAPITAL OUTLAY	3,200,000.00	3,800,000.00	96,065.94	2.53	3,689,197.00	0.00
142 E 99100	OPERATING TRANSFERS	29,882.00	32,656.86	0.00	0.00	32,656.86	0.00
<b>Grand Expense Totals</b>		<b>5,988,237.00</b>	<b>8,602,131.50</b>	<b>2,241,352.29</b>	<b>26.06</b>	<b>6,235,162.37</b>	<b>283,609.34</b>

Number of Accounts: 233

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

		2021-22	2021-22	2021-22	2021-22	Unencumbered	January 2021-22	
<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 43522	000	LUNCH PAYMENTS - ADULTS	21,825.00	21,825.00	7,863.20	36.03	13,961.80	1,333.00
143 R 43525	000	A LA CARTE SALES	30,750.00	30,750.00	14,295.16	46.49	16,454.84	2,419.07
143 R 43990	000	OTHER CHARGES FOR SERVICES	13,000.00	13,000.00	2,160.13	16.62	10,839.87	0.00
143 R 44110	000	INVESTMENT INCOME	2,000.00	2,000.00	287.35	14.37	1,712.65	66.60
143 R 46520	000	SCHOOL FOOD SERVICE	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00
143 R 47111	000	USDA SCHOOL LUNCH PROGRAM	615,000.00	615,000.00	692,616.12	112.62	-77,616.12	123,388.27
143 R 47112	000	USDA COMMODITIES	93,500.00	93,500.00	57,653.38	61.66	35,846.62	6,779.45
143 R 47113	000	USDA BREAKFAST	370,000.00	370,000.00	301,427.24	81.47	68,572.76	46,025.12
143 R 47114	000	USDA - ESP SNACK PROGRAM	18,000.00	18,000.00	67,673.82	375.97	-49,673.82	1,325.00
143 R 47115	000	USDA FOOD SERVICE EQUIPMENT GR	0.00	0.00	0.00	0.00	0.00	0.00
Grand Revenue Totals			1,174,075.00	1,174,075.00	1,143,976.40	97.44	30,098.60	181,336.51

Number of Accounts: 36

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

		2021-22	2021-22	2021-22	2021-22	Unencumbered	January 2021-22
	<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	1,174,075.00	1,174,075.00	765,714.56	65.22	408,360.44	97,520.11
<hr/> Grand Expense Totals		1,174,075.00	1,174,075.00	765,714.56	65.22	408,360.44	97,520.11

Number of Accounts: 83

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

## Master Lease Agreement

Number: \_\_\_\_\_

### CUSTOMER INFORMATION

Full Legal Name <b>Elizabethton City School District</b>				
Address <b>804 South Watauga Ave</b>				
City <b>Elizabethton</b>	State <b>TN</b>	Zip <b>37643</b>	Contact <b>Richard VanHuss</b>	Telephone Number <small>423-547-800</small>
Federal Tax ID Number* <b>62-0730716</b> <small>(Do Not Insert Social Security Number)</small>	Facsimile Number		E-mail Address <b>richard.vanhuss@ecschoos.net</b>	

\*Not required for State and Local Government entities.

This Master Lease Agreement ("Lease Agreement") has been written so that when we use the words "you", "your" or "Customer" in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us" or "our" in this Lease Agreement, we mean Ricoh USA, Inc. ("Ricoh") or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 300 Eagleview Blvd #200, Exton, PA 19341.

- 1. Agreement.** We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a "Schedule"), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer." To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software."
- 2. Schedules: Delivery and Acceptance.** Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on the Product delivery and acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within three (3) business days after any Product is installed.
- 3. Term; Payments.** The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the Effective Date or such later date as we may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. If any Payment or other amount payable under any Schedule is not received within ten (10) days of its due date, you will pay to us, in addition to that Payment, a one-time late charge of 5% of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). You also agree to pay all shipping and delivery costs associated with the ownership or use of the Product, which amounts may be included in your Payment or billed separately. You agree to pay \$25.00 for each check returned for insufficient funds or for any other reason. You also agree that, except as set forth in Section 18 below, THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are "net" and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.
- 4. Product Location; Use and Repair.** You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). All alterations, additions or replacements will become part of the Product and our property at no cost or expense to us. We may inspect the Product at any reasonable time. If we inspect the Product, we agree to comply with any applicable facility access and safety requirements, including, but not limited to, compliance with Tennessee Code Annotated § 49-5-413(d).
- 5. Taxes and Fees.** Unless and to the extent you are exempt and provide a valid exemption certificate to us, in addition to the payments under this Lease Agreement, you agree to pay all taxes, assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to pay upfront sales or use tax at lease inception or when you relocate the Product to a jurisdiction that charges upfront sales or use tax, then you agree to pay such sales or use tax as a lump sum due and payable with the invoice due immediately after lease inception or the relocation of the Product, as applicable. You warrant that you are a sales/use tax-exempt entity and you will provide us with a sales/use tax-exempt certificate within ninety (90) days of the first invoice to receive a credit/waiver of sales tax.
- 6. Warranties:** We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO US AND OUR ASSIGNEE, YOU LEASE OR RENT THE PRODUCT "AS-IS." The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you.

YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES. Any limitation of liability provision contained in the Agreement is enforceable only to the extent permitted by Tennessee law.

7. **Loss or Damage.** You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") except to the extent caused by our gross negligence or willful misconduct or the gross negligence or willful misconduct of our employees, agents or affiliates, whether or not insured, from the time of Product delivery to you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity from Ricoh.
8. **Indemnity, Liability and Insurance.** (a) [Intentionally omitted.] (b) You agree to maintain insurance to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be cancelled by us at any time. Any indemnification provision contained in the Agreement is enforceable only to the extent permitted by Tennessee law.
9. **Title; Recording.** We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
10. **Software or Intangibles.** To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date.
11. **Default.** Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.
12. **Remedies.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules, and/or any or all other agreements that we have entered into with you; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) we or our representative may peacefully repossess the Product without court order and you will not make any claims against us for damages or trespass or any other reason; (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity; (f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, five (5) days' notice shall constitute reasonable notice. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.
13. **Ownership of Product; Assignment.** YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEASE AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests in the Product and/or this Lease Agreement or any Schedule without notice to you even if less than all the Payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Servicer and the Product based on your own judgment.
14. **Renewal; Return of Product.** AFTER THE MINIMUM TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT THE PRODUCT BE RETURNED TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you will immediately make the Product subject to such expired Schedule available to us (or our designee), in as good condition as when you received it, except for ordinary wear and tear. We will bear all shipping, de-installing, and crating expenses of the Product and will insure the Product for its full replacement value during shipping. You must pay additional monthly Payments at the same rate as then in effect under a Schedule, until the Product is made accessible to us or our designees in good condition and working order. Notwithstanding anything to the contrary set forth in this Lease Agreement, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Products leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Ricoh to perform Data Management Services at then-prevailing rates. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Products will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.

15. Miscellaneous. It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THIS LEASE AGREEMENT AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN US REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, PURCHASE ORDERS. Any purchase order, or other ordering documents, will not modify or affect this Lease Agreement or any Schedule, nor have any other legal effect and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. Any change in any of the terms and conditions of this Lease Agreement or any Schedule must be in writing and signed by us. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, you or we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date sent. Each of our respective rights and indemnities will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. You authorize us, our agent and/or our Assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our Assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product. You agree to provide updated annual and/or quarterly financial statements to us upon request.
16. Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code. YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE STATE OF TENNESSEE. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN CARTER COUNTY, TENNESSEE, OR THE FEDERAL DISTRICT COURT FOR THE EASTERN DISTRICT OF TENNESSEE TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY SECTIONS 508-522 OF ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE PRODUCT). TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.
17. Counterparts; Facsimiles. Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.
18. State and Local Government Provisions. Customer is a State or political subdivision of a State and therefore the following additional terms and conditions shall apply:
- (a) Essentiality. During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.
- (b) Non-Appropriation/Non-Substitution. (i) If all of the following shall occur: (A) your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, (B) other funds are not available for such payments, and (C) the non-appropriation of funds did not result from any act or failure to act on your part, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall return to us all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to return the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide, upon our request, an opinion of independent counsel (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.
- (c) Funding Intent. You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.
- (d) Authority and Authorization. (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable

against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.

- (e) Quiet Enjoyment. We warrant that we will not interfere with your quiet enjoyment of the use of the Product so long as no event of default under this Lease Agreement or any Schedule shall have occurred and be continuing. If we inspect the Product, we agree to comply with any applicable facility access and safety requirements.
  - (f) Public Records. Notwithstanding any provision herein, Ricoh acknowledges that Customer is subject to and will comply with the Tennessee Open Records Act, set out in T.C.A. §10-7-503 *et seq.*, including disclosure of this Agreement and any other documents or records subject to release pursuant to the Tennessee Open Records Act, without notice to Ricoh.
  - (g) Assignment. You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.
19. Affiliate Responsibilities. Any entity controlled by, controlling or under common control with you and identified on Exhibit A to this Lease Agreement (each such entity, an "Affiliate") may enter into Schedules under this Lease Agreement and shall be billed directly for equipment and services provided to such Affiliate under this Lease Agreement. You may add and delete Affiliates to and from Exhibit A from time to time by providing a signed, updated Exhibit A to us; provided that an Affiliate may not be deleted from Exhibit A if such Affiliate owes any payment to Ricoh. You and each such Affiliate shall be jointly and severally responsible for acts, omissions and obligations under the Schedule(s) executed by such Affiliate, including, without limitation, obligations under this Lease Agreement as incorporated therein.
21. Notices: Promotional Materials. All notices shall be given in writing by the party sending the notice to the party receiving the notice at its address shown above (or to any other address specified by that party in writing) with postage prepaid. Neither party shall (orally or in writing) make any media release or issue any promotional materials concerning this Agreement or the subject matter hereof nor (b) use any trade name, service mark, logo, or trademark of the other party without the prior written approval of the other party, which shall not be unreasonably withheld, conditioned or delayed.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

THE PERSON SIGNING THIS LEASE AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

<p><b>CUSTOMER</b></p> <p>By: <input checked="" type="checkbox"/> <u>Richard VanHuss</u>  <i>Authorized Signer Signature</i></p> <p>Printed Name: <u>Richard VanHuss</u></p> <p>Title: <u>Dir. of Schools</u> Date: <u>1/28/22</u></p> <p>Facsimile Number: <u>423-547-8929</u></p>	<p>Accepted by: <b>RICOH USA, INC.</b></p> <p>By: <u>Tim McFall</u>  <i>Authorized Signer Signature</i></p> <p>Printed Name: <u>Tim McFall</u></p> <p>Title: <u>Vice President, Managing Director</u> Date: <u>1-31-22</u></p> <p>Facsimile Number: _____</p>
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## MASTER MAINTENANCE & SALE AGREEMENT

CUSTOMER INFORMATION					
Full Legal Name	Elizabethton (TN) City Schools Board of Education				
Address	804 South Watauga Avenue				
City	Elizabethton	State	TN	Zip Code	37643

This Master Maintenance & Sale Agreement (“Agreement”) sets forth the specific terms and conditions under which Ricoh USA, Inc. (“Ricoh”) agrees to sell the specific equipment, software, and/or hardware (“Products”) and/or provide the services (“Services”) identified on an Order (defined below). In order to obtain Products and/or Services from Ricoh hereunder, Customer will either: (i) execute an order form (in a form to be provided and executed by Ricoh) referencing this Agreement; or (ii) issue a purchase order to Ricoh (each, an “Order”). Either party may terminate this Agreement at any time upon prior written notice to the other. Termination of this Agreement shall not, however, alter or otherwise modify the rights or obligations of the parties with respect to any Order placed and accepted prior to such termination. Each Order is separately enforceable as a complete and independent binding agreement, independent of all other Orders, if any.

### Terms applicable to Service transactions only:

1. **Services.** (a) Each Order for Services must identify the specific Services to be performed, including, if applicable, the equipment to be serviced (the “Serviced Products”), the Term (defined in Section 3) of the Service engagement, the location at which Services shall be performed and the applicable Service Charges (defined in Section 4) for such Order. Ricoh will not be responsible to provide Services for Serviced Products in the event the Term and location(s) are not identified on the Order accepted by Ricoh.

(b) For maintenance and repair Services, Ricoh will repair or replace in accordance with the terms and conditions of this Agreement and the manufacturer’s specifications, any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of Ricoh.

(c) The maintenance and repair Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including, without limitation, using unauthorized media, improper voltage, or the use of consumable or other supplies or media that do not conform to the manufacturer’s specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning, humidity control, or other failure to provide a suitable operating environment; (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) unless covered under an extended hour service contract, service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) and Service calls or work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) repairs or replacements that are materially hindered by Customer’s failure to perform the Customer obligations set forth in the Agreement or applicable Order; (v) repairs or replacement of any removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (vi) consumable supplies such as paper, staples, refillable staple cartridges (even under a staples inclusive Order), or any toner (other than black, cyan, yellow, magenta under a toner inclusive Order), unless expressly provided for in the applicable Order; (vii) repairs, service calls and/or connectivity of attachments not purchased from Ricoh; (viii) any software, system support or related connectivity unless specified in writing by Ricoh; (ix) parts no longer available from the applicable manufacturer, provided, however, that Ricoh will repair or replace with alternative suitable parts; (x) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (xi) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Ricoh; (xii) maintenance or repairs of any Serviced Product that is relocated by someone other than Ricoh or a Ricoh authorized agent until such Serviced Product passes inspection by a Ricoh technician at the new location demonstrating that the Serviced Product was not damaged during the move and functions in accordance with the applicable manufacturer’s specifications, and Customer understands that a minimum one (1) hour labor charge (or longer, depending on the circumstances) at then-prevailing time and materials rates will apply for inspection of the equipment at the new location; (xiii) repairs of damage or increase in service time caused by Force Majeure Conditions; (xiv) reconditioning and similar major overhauls of Serviced Products; (xv) any obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium (“Data Management Services”), unless Customer engages Ricoh to perform such Data Management Services at then-prevailing rates pursuant to an Order for such purpose; and (xvi) engineering changes which provide additional capabilities to the Ricoh Equipment (defined in Section 13) covered herein unless made at Customer’s request and paid at Ricoh’s applicable time and material rates then in effect. Damage to Serviced Products or parts arising from causes beyond the control of Ricoh are not covered by this Agreement. Ricoh may terminate its Service obligations under any Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Ricoh.

2. **Service Calls.** Unless otherwise specified in an Order, service calls will be made during 8:00am – 5:00pm local service time, Monday through Friday (“Normal Business Hours”) at the installation address shown on the applicable Order. Service does not include coverage on Ricoh holidays, which include New Year’s Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, “RicoH Holidays”). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on Ricoh Holidays, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. While at Customer’s site, Ricoh personnel shall comply with Customer’s reasonable policies pertaining to access, security and use of Customer sites and systems, provided that such policies are provided to Ricoh in advance and in writing, do not conflict with the terms and conditions of this Agreement or any Order, and do not impose any additional financial or legal burden on Ricoh.

3. **Term; Early Termination.** Each Order shall become effective on the date that Ricoh accepts the Order and shall continue for the term identified in the Order. The duration of the initial term and renewal agreed by the parties thereto are collectively referred to as the “Term.” Customer may terminate any Order under this Agreement for convenience prior to expiration of its Term so long as Customer is not then in default and provides Ricoh at least thirty (30) days prior written notice. Ricoh may terminate any Order under this Agreement for convenience prior to expiration of its Term so long as Ricoh is not then in default and provides Customer at least sixty (60) days prior written notice.

4. **Service Charges.** (a) Service charges (“Service Charges”) will be set forth on an Order. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer’s limited warranty during the period covered by any such warranty, to the extent Ricoh has

agreed with such manufacturer not to charge a customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on the applicable Order may result in an increase of Service Charges or the termination of the Order; and (iii) to the extent that Customer requests that Ricoh registers with a third-party vendor prequalification service and Ricoh agrees to register, Customer will be charged for Ricoh's registration and any other related fees for registering with such service and this Agreement shall be the only terms and conditions to govern such registration and service.

(b) Unless otherwise specified in an Order, Service Charges are based on standard 8.5x11 and 8.5x14 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images or other image sizes. Customer acknowledges that pricing is based on the prevailing rates at the time of the Order. Unless otherwise expressly agreed to in writing, if the Term of the Order exceeds twelve (12) months, and (i) the Service Charges or rates expressly set forth in the Order are not fixed for a period longer than twelve (12) months, then the Service Charges and any rate expressly set forth in the Order may be increased by Ricoh with notice to and consent of Customer, such consent not to be unreasonably withheld.

5. **Use of Recommended Supplies; Meter Readings.** (a) It is not a condition of this Agreement that Customer use only Ricoh-provided supplies. If Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Products, that do not conform to the manufacturer's specifications, or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate the applicable Order with respect to such Serviced Products. If so terminated, Customer will be offered Service on a "per call" basis at Ricoh's then-prevailing time and material rates. If Ricoh determines that Customer has used more Ricoh-provided supplies than the manufacturer's recommended specifications, then Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse Customer additional supply shipments.

(b) Customer is required to provide Ricoh actual and accurate meter readings in accordance with the billing schedule set forth on an Order. Ricoh may, at its discretion and dependent upon Serviced Product capabilities, collect remote meter readings and utilize equipment monitoring services using automatic meter reading solutions ("AMR"). This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Serviced Product failure and may enable firmware upgrades. The meter count and other information collected by AMR ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. **AMR cannot and does not collect Customer document content.** Ricoh uses reasonably available technology to maintain the security of the Data; however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the internet. Ricoh retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to any non-Ricoh third party in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. AMR technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to AMR.

(c) If Customer fails to provide actual and accurate meter readings to Ricoh in accordance with the billing schedule set forth on an Order, appropriate adjustments will be made by Ricoh in a subsequent billing cycle following Customer providing actual and accurate meter readings.

(d) All Personally Identifiable Information (PII) and other non- public information, including, but not limited to, student Data, metadata, and user content, will be accessed and/or used by Ricoh or its affiliates, subcontractors or agents only as required to provide Services and fulfill duties to Customer. All PII or other non-public information relating to Customer, Customer's students and/or employees accessed or used by RICOH in conjunction with its Services shall at all times be treated as confidential and will not be copied, used or disclosed by RICOH for any purpose other than to perform the Services. RICOH will take all reasonable physical, administrative and technical safeguards necessary to protect the confidentiality of information accessed or used by Ricoh and will immediately notify Customer of any breach of confidentiality or other violation of law and will reasonably cooperate with any remedial efforts taken by Customer. RICOH will not materially change how information that is accessed or used under the terms of this Agreement in any way without advance notice to and consent from the Customer. RICOH acknowledges and agrees that its employees, agents or representatives understand the obligations of confidentiality of Data.

6. **Connectivity and Professional Services.** Customer may acquire connectivity, IT and professional services from Ricoh ("Professional Services") by executing and delivering to Ricoh an Order setting forth the specific services to be provided. Ricoh shall provide the Professional Services at Customer's location(s) or on a remote basis as set forth in the Order. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform the Professional Services. Customer acknowledges that Ricoh's performance of the Professional Services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Order. Estimated delivery and/or service schedules contained in any Order are non-binding estimates; Ricoh shall use its best effort to meet or exceed all delivery or service schedules. Intellectual property rights, if any, arising from the Professional Services provided under any Order shall remain the property of Ricoh. Unless connectivity Services are specifically identified in the Order as part of the Services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

7. **Customer Obligations.** Customer agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the Service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricoh in writing or designated in the applicable Order, all supplies for use with the Serviced Products will be provided by Customer and will be available "on site" for servicing. Customer agrees that (i) any equipment not serviced by Ricoh which utilizes identical supplies to the Serviced Products must be covered under a separate inclusive non-Ricoh service program; (ii) any Serviced Products under one Ricoh Service Level may not utilize any supplies provided to other Serviced Products with a different Ricoh Service Level (i.e., no sharing of supplies across different Ricoh Service Levels); (iii) all supplies that Ricoh provides as part of the Services are only for use with the Serviced Products and Customer may not resell any supplies; and (iv) upon expiration or termination of the applicable Services or change to a service program that does not include supplies, Customer must promptly return to Ricoh all unused supplies provided as part of the Services, otherwise Customer will be billed for and will pay for all such unreturned supplies. In addition, Customer agrees to use Ricoh's remote, self-service support tools (which are available at [www.My.Ricoh-USA.com](http://www.My.Ricoh-USA.com), or a successor site, at no additional charge) to resolve common uncomplicated issues quickly and conveniently. If Customer does not use the available self-service support tools, then Ricoh may charge additional fees at the then-prevailing time and materials rates for performing those tasks on Customer's behalf.

8. **Insurance.** Each party certifies that it maintains, through self-insurance or otherwise, reasonable amounts of general liability and personal property insurance, in the amount required by law, and that such insurance will remain in effect during the Term of an Order. Such insurance shall be primary and non-contributory. Limits provided may not be construed to limit liability. General liability insurance shall include the other party as an additional insured and contain no exclusions for cross liability between insureds. Upon request, each party agrees to deliver the other party evidence of such insurance coverage. Failure to maintain adequate insurance does not relieve liability under this Agreement.

9. **Indemnification.**

9.1 **Indemnification by Ricoh.** Ricoh shall indemnify, defend, and hold harmless the Customer from:

(a) all third-party claims incurred by the Customer arising out of the death or bodily injury of any agent, employee, or business invitee of the Customer, or the damage, loss, or destruction of any tangible property of the Customer to the extent proximately caused by the negligent acts or omissions or willful misconduct of Ricoh, its employees, or agents;

(b) all third-party claims of intellectual property infringement, including trademarked, copyrighted, patented, or non-patented invention, process, or article manufactured or used in the performance of the Contract, including its use by Elizabethton City Schools. If Ricoh or subcontractor uses any design, device, or materials covered by letters, patent, trademark, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work;

(c) violation of any federal, state, county, city, or other applicable laws, ordinances, or regulations by Ricoh, its agents, associates, or employees.

9.2 **Indemnification by Customer.** To the extent permitted by Tennessee law, Customer shall indemnify, defend, and hold harmless Ricoh from:

(a) all third-party claims incurred by Ricoh arising out of the death or bodily injury of any agent, employee, or business invitee of the Ricoh, or the damage, loss, or destruction of any tangible property of Ricoh to the extent proximately caused by the negligent acts or omissions or willful misconduct of Customer, its employees, or agents;

(b) violation of any federal, state, county, city, or other applicable laws, ordinances, or regulations by Customer, its agents, associates, or employees.

9.3 Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section 9 may apply. Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of this Section 9 shall survive the expiration or earlier termination of this Agreement.

**Terms applicable to Product sale transactions only:**

10. **Order; Delivery and Acceptance.** Each Order for Products must identify the Products, the Product delivery location and the applicable Product charges. Ricoh will not be obligated to sell or deliver Products where such information is not provided in the applicable Order. Customer shall be responsible for all installation, transportation and rigging expenses. Customer agrees to confirm delivery of all Products covered by each Order when the same is delivered by signing a delivery and acceptance certificate or written delivery acknowledgement. Payment for accepted purchased Products will be due and payable in accordance with this Agreement and shall not be contingent on installation of software or performance of Professional Services. Orders shall not be cancelable by Customer following acceptance by Ricoh. Ricoh reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments and remit payments as invoiced by Ricoh. Ricoh reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for any Products when due or for any other credit reason.

11. **Risk of Loss.** Upon delivery at Customer premises, Customer assumes all risk of theft, loss or damage to the Products, no matter how occasioned.

12. **Returns; Damaged Products.** No Products may be returned without Ricoh's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. On authorized returns, Customer agrees to pay a restocking charge equivalent to thirty percent (30%) of the purchase price. Products returned without written authorization from Ricoh may not be accepted by Ricoh and are the sole responsibility of Customer. All nonsaleable merchandise (that has been opened or partially used) will be deducted from any credit due to Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Ricoh within five (5) days after receipt of Products.

**Terms applicable to all transactions:**

13. **Warranty.** Ricoh agrees to perform its Services: (a) in a good and workmanlike manner; (b) using reasonable care and skill; and (c) according to the description contained in the applicable Order. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. Customer acknowledges that Ricoh's performance of Services is dependent upon Customer's timely and effective performance of its responsibilities. For any Products manufactured by Ricoh ("Ricoh Equipment"), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Ricoh Equipment will be in good working order and will be free from any defects in material and workmanship. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply if (a) the Ricoh Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (b) the Ricoh Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (c) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh Equipment, or (d) the Ricoh Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse, and Ricoh makes no additional warranty or guaranty with respect to any such third-party Products. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request. All

Ricoh and/or third-party software provided by Ricoh is licensed, not sold, and is subject to the server, seat, quantity and/or other usage restrictions set forth in each applicable license agreement, license terms, or subscription terms relating to such intangible property or associated services (each such license of grant of rights to access or use, a "Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("Licensor") and the restrictions set forth in the applicable Order. Ricoh has no right, title or interest in any third-party software (including any open-source software) and Ricoh makes no representations and provides no representations or warranties with respect thereto. Customer is solely responsible for entering into and complying with Software Licenses with the applicable Licensor and acknowledges that its rights and obligations with respect to such software, as well as those of the Licensor, are solely as set forth in such Software Licenses. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN AN ORDER, RICOH MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INFRINGEMENT OR THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS. NO WARRANTIES ARE CREATED BY ANY COURSE OF DEALING BETWEEN THE PARTIES, COURSE OF PERFORMANCE, TRADE USAGE OR INDUSTRY CUSTOM. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER OR A THIRD PARTY FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE, AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES. NOTHING IN THIS AGREEMENT SHALL CONSTITUTE AN ILLEGAL DEBT OR PLEDGE OF THE FULL FAITH AND CREDIT OF CUSTOMER.

14. **Limitations.** TO THE EXTENT PERMISSIBLE UNDER TENNESSEE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFIT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE BREACHING PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS HEREIN AND ANY LIABILITY RESULTING FROM THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 HEREIN, THE AMOUNT OF ANY DIRECT LIABILITY OF A PARTY TO THE OTHER OR ANY THIRD-PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE NON-BREACHING PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

15. **Payment; Taxes.** Payment terms are net thirty (30) days. If invoices are unpaid and overdue, Customer agrees to pay Ricoh a late charge of one and one-half percent (1.5%) per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Ricoh all costs and expenses of collection, or in the enforcement of Ricoh's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. Ricoh has no obligation to use Customer's invoicing or billing portals, processes, methods or invoicing formats specific to Customer billing requirements. All remedies hereunder or at law are cumulative. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Ricoh.

16. **Default.** In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the applicable Services specified in an Order made pursuant to this Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under the Order when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Agreement as incorporated into the Order, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. Failure to permit Ricoh to repair or replace the Serviced Products shall constitute a material breach of this Agreement and excuse Ricoh from any and all future performance hereunder. If Customer defaults in its obligations hereunder, Ricoh may, in addition to any other remedies available at law or equity, require Customer to immediately pay to Ricoh all past due payments under all Orders.

17. **Non-Solicitation; Independent Contractors.** Customer agrees that during the Term of any Order and for a period of one (1) year after termination or expiration of the last Order to be executed hereunder, it shall not directly or indirectly solicit, hire, or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. The relationship of the parties is that of independent contractors.

18. **Assignment; Force Majeure.** Neither party shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder, whether voluntarily or by process of law, without the prior written consent of the other party, which shall not be unreasonably withheld. Any such attempted assignment or delegation shall be void. Ricoh shall not be liable for failure to deliver or delays in delivery of Products or Services occasioned by causes beyond Ricoh's control, including without limitation, natural disasters, extreme weather, floods, transportation suspensions or delays, infrastructure failures, utility outages, demonstrations, pandemics, epidemics, plague, outbreaks of infectious disease, public health crises (including quarantine or other employee restrictions), prohibitions or restrictions on travelling, strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of Ricoh's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations (including restrictions on meeting or working in groups), unavailability of Services, personnel or materials or other causes beyond Ricoh's control ("Force Majeure Conditions"). If Force Majeure Conditions arise in a manner that, as determined in Ricoh's reasonable judgement, modify the conditions of Ricoh's performance of one or more Services in a material manner, then Ricoh will use good faith efforts to continue providing the Services; however, in that event, Ricoh may upon thirty (30) days' advance notice to Customer increase the Service Charges and other applicable fees by a reasonable amount related to the Force Majeure Conditions.

19. **Hardware Logs.** Under this Agreement, Customer may order certain hardware Products (or Customer may have independently obtained hardware products outside of this Agreement) that create and store logs concerning its operation that may include information about individual end-users, such as employees' work email addresses, IP addresses of assigned workstations, and other personal information. Ricoh, its corporate parent, and their subsidiaries and

affiliates in some cases use device logs to update and upgrade the features of products, authenticate end users, and provide end-user support and other customer service. Additional information about applicable device logging features, including Customer's options for configuring those features, appears in the applicable product documentation, copies of which are available to Customer at no additional charge for Ricoh Products. Except as Customer otherwise instructs Ricoh in writing, Customer: (a) authorizes Ricoh to install and configure the Products ordered under this Agreement using its default device log settings; and (b) instructs Ricoh to process the personal information included in device logs, if any, subject to: (i) Ricoh's confidentiality and privacy obligations to Customer; (ii) solely to perform under this Agreement and the applicable Order; and (iii) in accordance with applicable law for the purposes stated above and for no other purpose.

20. **Electronic Signatures.** Each party agrees that electronic signatures of the parties on this Agreement and any Order will have the same force and effect as manual signatures.

21. **Governing Law; Entire Agreement.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Tennessee without regard to its conflict of laws principles. The parties hereto also agree to submit to the exclusive jurisdiction of the courts of the State of Tennessee located in or nearest Carter County, Tennessee and the U.S. District Court for the Eastern District of Tennessee. to resolve any action under this Agreement. The Uniform Computer Information Transactions Act shall not apply to this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement, supersedes all proposals, oral and written, and all other communications between the parties relating to the Products and Services and may not be amended except in writing and signed by an officer or authorized representative of both parties. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements by any Ricoh agent, employee or representative, including but not limited to, statements or representations made in sales presentations or sales proposals that differ in any way from the terms of this Agreement shall be given no force or effect. In the event of any conflict or inconsistency between the terms and conditions set forth in this Agreement and those contained in any Order, the terms and conditions of the Order shall control; provided, however, purchase orders issued to Ricoh for Products and/or Services, even if they do not expressly reference or incorporate this Agreement, shall: (i) be subject to this Agreement; (ii) serve only to identify the Products and/or Services (along with pricing and quantities) ordered; and (iii) not be deemed to alter or otherwise modify the terms and conditions of this Agreement. In the event of any conflict or inconsistency between the terms and condition of this Agreement and any document other than an Order, the terms of this Agreement shall prevail. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept any Order under this Agreement by either its signature or by commencing performance (e.g., Product delivery, initiating Services, etc.). Ricoh may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer, which is accepted by Ricoh, as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. Ricoh shall comply with all laws directly applicable to its performance under this Agreement in delivering Products and Services. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement should be sent to: Ricoh USA, Inc., 3920 Arkwright Road, Macon, GA 31210. Any notices required under this Agreement or otherwise shall be sent to Elizabethton City Board of Education; c/o the Director of Schools; 804 South Watauga Avenue; Elizabethton Tennessee 37643.

22. **Safety.** Ricoh shall bear responsibility for the means and methods and safety precautions it undertakes in the performance of its work. Ricoh shall always comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards.

23. **No Disruption.** Ricoh acknowledges and agrees that Customer's facilities are academic in nature and thus activities in all Customer facilities will not be interrupted by Ricoh's work activities. Absent emergent circumstances, Ricoh shall obtain the advance written consent of the Customer before the computer systems associated with this work are purposefully taken off-line or removed from service during normal working hours. Ricoh must coordinate any such activities with the administrator of the facility to minimize disruptions to normal Customer activities.

24. **Taxes.** As a tax-exempt entity, Customer shall not be responsible for sales or use taxes incurred for products or services. Customer shall supply Ricoh with its Sales and Use Tax Exemption Certificate upon Ricoh's request. Ricoh shall bear the burden of providing its suppliers with a copy of Customer's tax exemption certificate and Ricoh shall assume all liability for such taxes, if any, that should be incurred.

25. **No Personal Liability.** No board member, administrator, official, agent or employee of Customer shall be personally liable to Ricoh 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 Customer; for any amount which may become due under the Agreement; or on any obligations under the terms of the Agreement.

26. **Background Checks.** Ricoh shall comply with all provisions of Tennessee Code Annotated § 49-5-413(d), including but not limited to requiring a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee who may have direct contact with school children or who will come on or about school property when children are present. No employees of Ricoh who may have direct contact with school children or who will come on or about school property when children are present shall have been convicted of crimes for child abuse, severe child abuse, child sexual abuse, or child neglect pursuant to Tennessee Code Annotated, Title 37. Ricoh shall ensure that its subcontractors comply with the requirements of this paragraph.

27. **Non-Discrimination.** Ricoh hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subject to discrimination in the performance of this Agreement or in the employment practices of CER on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee constitutional or statutory law.

28. **Public Records.** Notwithstanding any provision herein, Ricoh acknowledges that Customer is subject to and will comply with the Tennessee Open Records Act, set out in T.C.A. §10-7-503 *et seq.*, including disclosure of this Agreement and any other documents or records subject to release pursuant to the Tennessee Open Records Act, without notice to Ricoh.

29. Execution of Order Forms. In addition to Customer's authorized district administrators, administrators of schools operated and controlled by Customer's Board of Education may execute an Order Form and that administrator's school shall be billed directly for equipment and services provided to that school.

**CUSTOMER**

By: Richard VanHuss  
Name: Richard VanHuss  
Title: Dir. of Schools  
Date: 1/28/22

**RICOH USA, INC.**

By: Tim McFall  
Name: Tim McFall  
Title: Vice President, Managing Director  
Date: January 21, 2022

**CONTRACT  
BETWEEN ELIZABETHTON CITY SCHOOLS  
AND  
SCHOOLKIT**

This Contract, by and between Elizabethton City Schools ("District") and **SchoolKit** ("Contractor") is for the provision of early literacy network support, as further defined in the "SCOPE OF SERVICES." District and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a Limited Liability Company.

Contractor Place of Incorporation or Organization: Washington, DC

Contractor Edison Registration ID # 227328

**A. SCOPE OF SERVICES:**

- A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:
- a. Assessment: Refers to any tool used to determine students' skills and knowledge in relation to reading.
  - b. Asynchronous: Learning that occurs virtually online and through prepared resources, without real-time teacher-led interaction.
  - c. Coach or Coaching: Refers to instructional Coaching and refers to the process of a School Leader providing support and Feedback on teacher instructional practice using the TN Foundational Skills IPG.
  - d. Decoding: The ability to apply knowledge of letter-sound relationships as well as letter patterns to correctly pronounce written words.
  - e. Disadvantaged Student(s): Those who participate in, or whose family participates in, economic assistance programs, such as the free or reduced-price lunch programs, social security insurance ("SSI"), food stamps, foster care, refugee assistance (cash or medical assistance), and/or earned income tax credit ("EITC").
  - f. Dyslexic Student(s): A student who has been identified as having a specific learning disability that is neurobiological in origin. It is characterized by difficulties with accurate and/or fluent word recognition and by poor spelling and Decoding abilities.
  - g. Early Literacy Network Participant – A district that has completed week 1 and week 2 of the TN Early Reading Training and has been awarded an Early Literacy Network grant to fund the support of an Implementation support vendor for foundational skills instruction in grades Pre-K-2 as follow up to the training
  - h. English Learner(s): A non-English language background student who qualifies for English as a second language services via a District approved English language proficiency screener.
  - i. Feedback: This term refers to the consistent and intentional practice of a School Leader observing a teacher's classroom informally to give them Feedback on their instructional practice. For the purposes of this Contract, Feedback will focus on Implementation of high-quality English Language Arts ("ELA") materials.
  - j. Foundational Reading Skills: The continuum of skills that research has demonstrated are required to systematically teach reading, including Phonological Awareness, Phonemic Awareness, fluency, Decoding, and vocabulary development.
  - k. High-Quality Instructional Materials ("HQIM") are defined as a complex set of resources that build conceptually through the yearlong scope and sequence as well as through grade levels that includes comprehensive tools that allow teachers to plan instructional experiences for all learners. ELA HQIM are those materials approved in the 2019 Districtwide adoption process, found at:  
[https://www.tn.gov/content/dam/tn/education/textbook/Adoption\\_Section.E\\_2019\\_Final\\_01\\_30\\_20.pdf](https://www.tn.gov/content/dam/tn/education/textbook/Adoption_Section.E_2019_Final_01_30_20.pdf)

- l. Implementation: The process that occurs after a district adopts HQIM and requires district leaders, School Leaders, and teachers to change practices to ensure that instruction is grounded in HQIM.
  - m. Intervention: A multi-tiered system of academic supports for reading gaps defined by reading Assessments.
  - n. Lesson Preparation/Unit Preparation: Supporting teachers' unit and lesson planning process grounded within high-quality materials and understanding the daily lesson components of the materials and how to use those components to deliver lessons and sequence lessons into a unit with a culminating Assessment.
  - o. Oral Language: Spoken language, including spoken words and articulated sounds. Also referred to as vocal language.
  - p. Phonemic Awareness: The specific ability to focus and manipulate individual sounds in spoken words.
  - q. Phonological Awareness: The ability to manipulate Oral Language including words, syllables, onsets, and rimes.
  - r. School Leader: A School Leader could serve as a principal, assistant principal or instructional Coach and for the purposes of this Contract serves as an instructional leader within a school and provides teacher Feedback on their instruction.
  - s. Students with Disabilities: A child between three (3) and twenty-one (21) years of age, both inclusive, who has been evaluated and determined as having a District-identified disability of functional delay or intellectually gifted, or as having one (1) or more of the following disabilities as defined in 34 C.F.R. §§ 300.8: an intellectual disability; a hearing impairment, including deafness; a speech or language impairment; a visual impairment, including blindness; emotional disturbance; an orthopedic impairment; autism; traumatic brain injury; other health impairment; a specific learning disability; developmental delay; deaf-blindness; or multiple disabilities and who, by reason thereof, needs special education and related service. It also means a student with a mental or physical impairment that substantially limits one or more major life activities, as defined by Section 504 of the Rehabilitation Act of 1973.
  - t. Synchronous: Learning opportunities that are interactive, two-way online, or distance education that happens in real time with a teacher.
  - u. Tennessee Foundational Skills Curriculum Supplement ("TNFSCS"): An open-source suite of instructional materials and aligned supports for teachers, designed to support the teaching of Tennessee's foundational skills standards for ELA in grades PK–2. Units of instruction, ancillary materials such as student workbooks and Assessment and remediation guides, and professional learning and Implementation supports for teachers are all available at <https://bestforall.tnedu.gov/book/foundational-skills>.
  - v. Tennessee Foundational Skills Instructional Practice Guide ("TN Foundational Skills IPG"): A classroom observation tool that provides a Coaching framework focused on Foundational Skills instruction for grades Pre-K-2.
  - w. Walk-Through: Walk-Through refers to a daylong event where a group of educational leaders visits pre-determined classrooms within a district utilizing the TN IPG tool to observe and score classrooms as a vehicle for providing Feedback on Implementation success and challenges.
- A.3. For every Early Literacy Network that seeks to utilize this Contract, the Contractor shall provide the following as requested by the Early Literacy Network Participant:
- a. Collaborative development of comprehensive Pre-K-2 ELA Implementation plan including Foundational Reading Skills and knowledge building, which may include the TNFSCS.
  - b. Focused leader Walk Through training using the TN ELA IPG and the TN Early Literacy IPG (School Leader and district leader).
  - c. Focused leader Walk Through training or Coaching on providing teacher support with TN ELA IPG and the TN Early Literacy IPG.
  - d. Unit Preparation/Lesson Preparation for knowledge building lessons and foundational skills lessons.

- e. Use of student work analysis protocols to determine if tasks are on grade level and determine mastery level of students to support and provide next steps needed in Tier I instruction.
- f. Training for Pre-K-2 educators in sounds-first strategies for teaching Foundational Reading Skills.
- g. Embedded lesson support for Foundational Reading Skills.
- h. Training and support for curriculum-embedded Assessments that determine additional supports necessary for students during Tier I instruction.
- i. Training and support for Intervention programming design.
- j. Training and support for Intervention data use and planning including screener and diagnostic use
- k. Training and support for Intervention programming including resources and progress monitoring for students demonstrating significant reading deficiencies or other subgroups of students including but not limited to Dyslexic Students, Students with Disabilities, English Learners, and/or Disadvantaged Students.
- l. Additional district and schoolwide literacy planning for Pre-K-2 as a result of baseline data.
- m. As determined by the Early Literacy Network Participant, the services may be provided in a variety of ways such as on-the-ground training and support, webinars, Synchronous or Asynchronous training, etc.

A.4. The Contractor shall comply with all District required monitoring and evaluation activities. This includes but is not limited to monitoring completion of services and district satisfaction through bi-annual (two (2) times per year) reviews, as required by the District's federal grant award.

A.5. The Contractor shall invoice districts in the Early Literacy Network for services provided, in the respective amounts owed, in accordance with the Contractor's cost proposal to RFQ # 33101-2120633105NC2 in Attachment C, incorporated into the Contract as though set forth verbatim.

- a. The Contractor agrees that the prices listed in the Attachment C do not exceed prices the Contractor currently offers elsewhere. If, during the term of this Contract, the Contractor offers to sell or sells any of the services provided under this Contract at a lower rate elsewhere, the Contractor agrees to automatically decrease pricing to purchasing districts in order to match the lowest price offered.
- b. The terms and conditions of this Contract apply to purchases by Tennessee school districts.
- c. The Contractor shall address all invoicing processes and disputes directly with the purchasing district.

**B. TERM OF CONTRACT:**

This Contract shall be effective on December 15, 2021 ("Effective Date") and extend until June 30, 2022 ("Term"). The District shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

**C. PAYMENT TERMS AND CONDITIONS:**

This contract is for a total of \$39,545. Elizabethton County Schools will pay SchoolKit on the following schedule:

- March 30, 2022 - \$19,772.50
- June 30, 2022 - \$19,772.50

**D. MANDATORY TERMS AND CONDITIONS:**

- D.1. Required Approvals. The District is not bound by this Contract until it is duly approved by the Parties and all appropriate District officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as District below or any other address provided in writing by a Party.

The District:

Myra Newman, Assistant Director of Schools for Curriculum  
Elizabethton City Schools  
804 Watuaga Ave. Elizabethton, TN 37643  
Email: Myra.Newman@ecschoools.net  
Telephone # (423) 547-8000

The Contractor:

Ethan Mitnick, President  
SchoolKit  
1330 Otis Pl NW Suite 2, Washington, DC 20010  
Email: ethan@schoolkitgroup.com  
Telephone # 610-858-1546

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

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable District officials.
- D.4. Termination for Convenience. The District may terminate this Contract for convenience without cause and for any reason. The District shall give the Contractor at least thirty (30) days written notice before the effective termination date. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.5. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the District shall have the right to immediately terminate the Contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the District for damages sustained by virtue of any Breach Condition and the District may seek other remedies allowed at law or in equity for breach of this Contract.
- D.6. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the District. Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The District reserves the right to request additional information or

impose additional terms and conditions before approving an assignment of this Contract in whole or in part of the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

- D.7. **Conflicts of Interest.** The Contractor warrants that no amount shall be paid directly or indirectly to an employee or official of the District as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the District or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the District.

- D.8. **Nondiscrimination.** The Contractor 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 Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or District law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.9. **Prohibition of Illegal Immigrants.** The requirements of Tennessee Code Ann. §12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the State of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor hereby agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the District a completed and signed copy of the document at Attachment A, hereto, semi-annually during the Term. If the Contractor is a party to more than one contract with the District, the Contractor may submit one attestation that applies to all contracts with the District. All Contractor attestations shall be maintained by the Contractor and made available to District officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to District officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the District.
- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tennessee Code Ann. § 12-3-309 for acts or omissions occurring after its effective date. This law requires the Chief Procurement Officer to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the District to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.

- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United Districts citizen, a Lawful Permanent Resident, or a person whose physical presence in the United Districts is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.10. Records. The Contractor shall maintain documentation of services rendered under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed under this Contract, shall be maintained for a period of five (5) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the District, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the District, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the District as requested.
- D.13. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.14. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the Parties that such Parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the District, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.15. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the District and hold it harmless from any costs to the District arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.16. District Liability. The District shall have no liability except as specifically provided in this Contract. In no event will the District be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise.

- D.17. **Force Majeure.** The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.18. **District and Federal Compliance.** The Contractor shall comply with all applicable District and Federal laws and regulations in the performance of this Contract.
- D.19. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the District, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the District or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the District or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tennessee Code Ann. §§ 9-8-101-408.
- D.20. **Completeness.** This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.21. **Severability.** If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.22. **Headings.** Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.23. **Incorporation of Additional Documents.** Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance of this Contract, these items shall govern in the order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
  - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachments A, B, and C;
  - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
  - d. the District solicitation, as may be amended, requesting responses in competition for this Contract;
  - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
  - f. the Contractor's response seeking this Contract.
- D.24. **Insurance.** Contractor shall maintain insurance coverage as specified in this Section. The District reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the District. All insurance companies providing coverage must be: (a) acceptable to the District; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the District. Contractor agrees to name the District as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the District. Any deductible or self-insured retention ("SIR") over fifty

thousand dollars (\$50,000) must be approved by the District. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the District is otherwise named as an additional insured.

Contractor shall provide the District a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the District – CPO Risk Manager, 312 Rosa L. Parks Ave., 3<sup>rd</sup> floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the District evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the District may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead, Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The District reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time.

The District agrees that it shall give written notice to the Contractor as soon as practicable after the District becomes aware of any claim asserted or made against the District, but in no event later than thirty (30) calendar days after the District becomes aware of such claim. The failure of the District to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the District in any legal matter, as the right to represent the District is governed by Tenn. Code Ann. § 8-6-106.

**The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the District. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.**

a. Commercial General Liability ("CGL") Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:

- i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.

- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:

- i. The Contractor employs fewer than five (5) employees;
- ii. The Contractor is a sole proprietor;
- iii. The Contractor is in the construction business or trades with no employees;
- iv. The Contractor is in the coal mining industry with no employees;
- v. The Contractor is a District or local government; or
- vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

d. Professional Liability Insurance

- 1) Professional liability insurance shall be written on an occurrence basis or on a claims-made basis. If this coverage is written on a claims-made basis, then:
  - i. The retroactive date must be shown, and must be on or before the earlier of the Effective Date of the Contract or the beginning of Contract work or provision of goods and services;
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) full years from the date of the final Contract payment; and
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or prior to the Contract Effective Date, the Contractor must purchase "extended reporting" or "tail coverage" for a minimum of five (5) full years from the date of the final Contract payment.
- 2) Any professional liability insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate; and
- 3) If the Contract involves the provision of services by medical professionals, a policy limit not less than three million (\$3,000,000) per claim and three million dollars (\$3,000,000) in the aggregate for medical malpractice insurance.

D.25. **Hold Harmless.** The Contractor agrees to indemnify and hold harmless the District as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the District to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the District to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the District in any legal matter, as the right to represent the District is governed by Tenn. Code Ann. § 8-6-106.

D.26. **HIPAA Compliance.** The District, but only to the extent required by law, and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this section shall survive the termination of the Contract.

- a. Contractor warrants to the District that it is familiar with the requirements of the Privacy Rules and will comply with all applicable requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the District, including cooperation and coordination with District privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The District and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the District and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another such document.

- d. The Contractor will indemnify the District and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the District because of the violation.

D.27. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. § 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

D.28. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or District department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, District, or local) transaction or grant under a public transaction; violation of federal or District antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, District, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, District, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the District if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

D.29 Background Checks. Contractor 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. Contractor shall ensure that subcontractors, consultants, agents, subsidiaries and/or affiliates, if any, comply with the statutory requirements described in this paragraph.

**E. SPECIAL TERMS AND CONDITIONS:**

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

E.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable District, federal and state law, including, but not limited to, the Family Educational Rights and Privacy Act (20 U.S.C. 1232g) and Tennessee Code Annotated 10-7-504(a)(4)). All material and information, regardless of form, medium or method of communication, provided to the Contractor by the District or acquired by the Contractor on behalf of the District shall be regarded as confidential information in accordance with the provisions of applicable District, state and federal law, District, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not

be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable District and federal law, District, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the District to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the District's information; or, disclosed by the District to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or District law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the District or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.3. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that the Contractor's goods or services are endorsed by the District. The restrictions on Contractor advertising or marketing materials under this section shall survive the termination of this Contract.

E.4. Lobbying. The Contractor 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 Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor 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 section 1352, title 31, *U.S. Code*.

E.5. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the District under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the District. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the District submitting to any extraneous terms and

conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.

E.6. Equal Opportunity. The Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - (1) Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising;
  - (2) Layoff or termination;
  - (3) Rates of pay or other forms of compensation; and
  - (4) Selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, District that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. If the District approves any subcontract, the subcontract shall include paragraphs (a) and (b) above.

In addition, to the extent applicable the Contractor agrees to comply with 41 C.F. R. § 60-1.4, as that section is amended from time to time during the term.

E.7. Disclosure of Personal Identity Information. The Contractor shall report to the District any instances of unauthorized disclosure of confidential information that come to the attention of the Contractor. Any such report shall be made by the Contractor within twenty-four (24) hours after the instance has come to the attention of the Contractor. The Contractor, at the sole discretion of the District, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Contractor shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.

E.8. Transfer of Contractor's Obligations.

- a. The Contractor shall immediately notify the District in writing of a proposed merger, acquisition or sale of its business operation, or the part of its business operation that provides services under this Contract, or that this Contract will be sold to or assumed by another entity. The entity that is proposed to assume the Contractor's duties under this Contract, whether through merger, acquisition, sale or other transaction, will be hereinafter described as the "New Entity".
- b. The Contractor (or, if the Contractor no longer exists as a legal entity, the New Entity) will provide to the District within a reasonable time, information that the District may require about the merger, acquisition or sale, which may include:
  - i. the date and terms of the merger, acquisition or sale, including specifically, but not limited to, adequate documentation of the financial solvency and adequate capitalization of the proposed New Entity

- ii. evidence of financial solvency and adequate capitalization of the proposed New Entity which may consist of,
  - (1) Debt;
  - (2) Assets;
  - (3) Liabilities;
  - (4) Cash flow
  - (5) Percentage of the total revenues of the company that are represented by this Contract;
  - (6) The most recent annual financial reports;
  - (7) The most recent annual financial reports filed with government agencies, if applicable.
- iii. a complete description of the relationship of any New Entity to any parent company or subsidiary or division resulting from the merger, acquisition or sale of the original Contractor's business or the part of the original Contractor's business that provides services under this Contract or from assumption by, or sale to, another entity of the contract itself, including:
  - (1) the names and positions of corporate or company officers, project managers, other Contractor management staff with responsibilities under the Contract, and numbers and the type of technical or other personnel who will be responsible for fulfilling the obligations of the Contract, and any subcontracts that will be used to provide any personal or other services under the Contract by the New Entity and,
  - (2) an organizational chart clearly describing the organizational structure of the New Entity, parent company, subsidiary, division or other unit of the entity or parent company with which it has merged or by which it, or the Contract, has been acquired.
- iv. such additional evidence of financial solvency, adequate capitalization and information regarding corporate organizational and personnel assigned to the Contract as the District determines is necessary to evaluate the status of the proposed or consummated merger, acquisition or sale.
- c. The original Contractor shall immediately notify the District in writing in the event of a change in its legal name and/or Federal Employer Identification Number (FEIN). The Contractor shall comply with District requests for copies of any documents that have been filed with District corporate records officials or other officials in the District of its incorporation that verify the name change and a narrative description of the reasons for the name change. If a New Entity has succeeded to the interest of the original Contractor, it shall immediately provide the District written notification of its Federal Employer Identification Number (FEIN), its complete corporate name, District of incorporation, and other documentation required to effectuate the transfer.
- d. Notwithstanding any other provisions of this Contract to the contrary, the District may immediately terminate this Contract in whole or in stages in the event that it determines that the New Entity
  - i. has been debarred from District or Federal contracting in the past five years
  - ii. has had a contract terminated for cause by the District within the past five years.

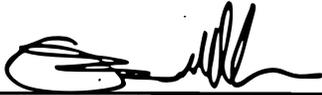
The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the District be liable to the

Contractor or New Entity for compensation for any service which has not been rendered. Upon such termination, the Contractor or New Entity shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- e. The New Entity shall provide to the District within ten (10) business days of the District's request, a notarized document signed by an individual authorized to bind the New Entity certifying that all liabilities and obligations incurred by the former Contractor are assumed by the New Entity.
- f. If the New Entity owes money to the District, it acknowledges that Tennessee Code Ann. § 9-4-604 requires repayment of these funds and will enter into a legally binding agreement for repayment.

**IN WITNESS WHEREOF,**

**SchoolKit:**



2/2/2022

**SCHOOLKIT SIGNATURE**

**DATE**

Ethan Mitnick, President

**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**ELIZABETHTON CITY SCHOOLS**



2/2/22

**Richard VanHuss, DIRECTOR OF SCHOOLS**

**DATE**

# **AFFILIATION AGREEMENT**

## **THE UNIVERSITY OF AKRON and ELIZABETHTON CITY SCHOOLS**

This agreement is entered into between Elizabethton City Schools located at 804 S. Watauga Ave., Elizabethton, TN 37643 (referred to hereafter as "Facility") and The University of Akron, a statutory institution created under the laws of Ohio, located at 302 East Buchtel Common, Akron, OH 44325 (referred to hereafter as "University") through its College of Health and Human Sciences.

The purpose of this agreement is to provide an affiliation agreement that addresses all of the clinical education programs in the College of Health and Human Sciences. This includes the School of Speech Language Pathology and Audiology, School of Social Work, School of Sport Science and Wellness Education, School of Allied Health, School of Counseling and School of Nutrition and Dietetics.

WHEREAS, the University currently conducts accredited educational programs in its College of Health and Human Sciences and desires to obtain clinical educational experience for the students enrolled in the educational programs within the College of Health and Human Sciences (hereinafter the "Students"); and

WHEREAS, the Facility recognizes the need for and desires to aid in the educational development of Students and is willing to make available its clinical and educational resources to the University for such purposes; and

WHEREAS, the University and the Facility mutually desire to promote excellence in human services and health education and to contribute to the professional growth and competence of Students.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, it is understood and agreed upon by the parties hereto as follows:

I The UNIVERSITY and FACILITY agree to affiliate and cooperate for their mutual benefit to provide a high standard of research and educational programs for College of Health and Human Science students. The programs that may be accommodated at the Facility include the following:

- Bachelor of Arts in Social Work (BASW)
- Child Life Specialist
- Masters of Social Work
- Nutrition and Dietetics Coordinated Program
- Speech Language Pathology
- Food and Environmental Nutrition
- Allied Health

## II UNIVERSITY RESPONSIBILITIES

- a) The University shall be responsible for the assignment of students to the Facility. The University agrees to provide to the Facility only those students who have completed the required course of study as determined by the University.
- b) The University shall provide a Clinical Program Coordinator for each program who will act as a liaison between the University and the Facility for that program. The Clinical Program Coordinator will be responsible for maintaining active communications and relationships with the Facility including, but not limited to:
  - (1) Sending the names, telephone numbers and addresses of Students to the Facility Program Coordinator at least two weeks before the first day of each student group assignment;
  - (2) Supplying the Facility with student evaluation forms and information regarding the Students' current level of academic preparation prior to the arrival of each student group to the Facility for the clinical program;
  - (3) Maintaining an ongoing communication with the Facility to integrate the academic and clinical experience and making on-site visits when practical; and
  - (4) Developing, in coordination with the Facility Program Coordinator, an agreement as to hours, place, and type of clinical experience.
- c) The University and/or Student shall purchase and maintain for itself, its Faculty and Students, a policy of professional liability insurance with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate.
- d) The University shall advise the Students that failure to comply with the Facility rules and regulations or failure to comply with any Student Responsibilities set forth in this Agreement shall be sufficient cause for immediate dismissal of the Student from the clinical program at the Facility.

## III FACILITY RESPONSIBILITIES

- a) The Facility shall have the exclusive right to determine the number of Students, if any, which the Facility will accept into the program.
- b) The Facility shall assign a member to serve as the Facility clinical coordinator to whom the University's Clinical Program Coordinator shall report. It is understood by the parties that the Facility may have a different clinical coordinator for each of the programs listed in section I. The clinical coordinator may not be a full-time position and the Facility shall determine, in its sole discretion, the amount of time the clinical coordinator shall devote to the responsibilities set forth herein. The clinical coordinator shall be responsible for:

- (1) Planning and coordinating the clinical education arrangements between the Facility and the University;
  - (2) Serving as a liaison between the Facility and the University; and
  - (3) Developing and administering an orientation program for new Students which will familiarize the Students with the Facility, and all applicable policies and procedures.
- c) A Student shall not be used in lieu of professional or non-professional staff of the Facility, and the Students shall at all times be supervised by a qualified member of the Facility staff or by the Students' clinical instructor as appropriate during their participation in the clinical educational program.
  - d) The Facility agrees to retain complete responsibility for the care of its patients.
  - e) The Facility shall provide clinical education learning experiences for the Students which are planned, organized, and administered by qualified staff in accordance with mutually agreed upon educational objectives and guidelines.
  - f) The Facility reserves the exclusive right, to be exercised solely with the Facility's discretion, to dismiss at any time any Student for any non-discriminatory reason. The Facility Clinical Coordinator shall promptly notify the University's Clinical Program Coordinator of any problem or difficulty arising with a Student, and a discussion shall be held either by telephone or in person regarding the Student. The Facility will, however, have final responsibility and authority to dismiss any Student from the Clinical Program at the Facility.
  - g) The Facility shall, upon reasonable request, permit representatives of the University to inspect the clinical facilities and services available for clinical experience, Student records, if any, and other items pertaining to the clinical education program.
  - h) The parties acknowledge that many Student educational records are protected by the Family Educational Rights and Privacy Act (FERPA) and that the permission of Students must be obtained before Student data can be released to anyone.
  - i) The facility will coordinate with the appropriate entity's emergency medical care for students of the University in the event of accident or sudden illness which occurs during the course of clinical experience upon the premises of the Facility. The cost of such services shall be borne by the students.

#### IV STUDENT RESPONSIBILITIES

- a) The Students shall provide their own transportation to and from the Facility as well as any meals or lodging required during the clinical experience.
- b) The Students agree to abide by the rules, regulations, policies and procedures of the Facility, including, but not limited to, Facility policies, rules and regulations regarding

the confidentiality of patient information. The Students will receive this information during orientation.

- c) Students are required to submit a current background check to the Facility that meets Facility's requirements before they are permitted on the premises of the Facility. The Facility has the sole discretion in determining if the background check meets the Facility's requirements.

## V MISCELLANEOUS

- a) The Facility and the University will promote a coordinated effort by evaluating the Program annually, planning for its continuous improvement, making such changes as are deemed advisable, and discussing problems as they arise concerning this affiliation. Both will jointly plan and mutually agree upon the number of students to be assigned, the dates of their assignment, and the specific experience to be provided. Placement of students will depend on the staff and space availability.
- b) The Facility and the University agree that the Students participating in the clinical program are at all times acting as independent contractors, and no Student in the clinical education program will be deemed to be an employee of the Facility. The Facility shall not be liable for the payment of any wage, salary or compensation or any kind for the services provided by the Students. Further, no Student will be covered by the Facility's workers' compensation, social security, unemployment compensation programs, or any other benefits except those expressly provided for in this Agreement.
- c) Students and faculty will exercise confidentiality with regard to all patient/staff information gained during the experience.
- d) Each party accepts Students without regard for race, sex, creed, national origin, marital status, or age.
- e) The terms and conditions of this Agreement may be amended by written instrument executed by both parties.
- f) This Agreement is nonexclusive. The Facility and the University reserve the right to enter into similar agreements with other institutions.
- g) This Agreement shall be effective for a period of one (1) year beginning on the date of the last signature, and shall be extended automatically for successive one (1) year periods thereafter unless terminated by either party by written notice to the other at least thirty (30) calendar days prior to the end of any such one (1) year period, in which event, this Agreement shall terminate at the end of such one (1) year period unless a later date is specified in such notice.
- h) This Agreement is not a third-party beneficiary contract and confers no rights on any Student or employee of either party.
- i) This Agreement shall be governed by Ohio law.

- j) This Agreement shall supersede any and all prior agreements between the parties regarding the subject matter hereof.
- k) Any notice required hereunder shall be sent by certified or registered mail, return receipt requested, and shall be deemed given upon deposit thereof in the U.S. mail (postage prepaid) bearing the following address:

To the Facility:

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

To the University

The University of Akron  
302 Buchtel Common  
Akron, OH 44325-3700

- l) The provisions of this Agreement are severable. If any provision of this Agreement is declared void or invalid by any court of competent jurisdiction, all other provisions of this Agreement shall remain binding.
- m) During the term of this Agreement, the parties shall take such actions and revise this Agreement as necessary or advisable to comply fully with all laws, rules and regulations applicable to the performance and discharge of such services, including without limitation the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191: "HIPAA") and the rules and regulations promulgated thereunder, as well as guidance issued by the United States Department of Health and Human Services (the "HIPAA Regulations").
- n) Neither party shall use the name of the other in any promotional or advertising material unless review or approval of the intended use is obtained from the party whose name is to be used.
- o) Nothing in this Agreement shall be construed to permit the assignment by either party of any rights or obligations hereunder, and such assignment is prohibited unless evidenced by the written consent of each of the parties. In addition, this Agreement contains all of the terms and conditions between the parties and may be amended only in writing signed by each of the parties.

The individuals executing this Agreement represent that they have the authority to bind their respective party.

**THE UNIVERSITY OF AKRON**

**FACILITY**

Marlene Huff  
Dr. Marlene Huff  
Associate Dean  
College of Health and Human Sciences  
Date: 2-17-22

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved by:

\_\_\_\_\_  
John M. Wiencek, Ph.D.  
Executive Vice President and Provost  
Date: \_\_\_\_\_

Reviewed and approved for legal  
form and sufficiency:

\_\_\_\_\_  
Scott M. Campbell  
Assistant General Counsel and  
Records Compliance Officer  
Date: \_\_\_\_\_

# 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: 200 Metal chairs, broken need replaced.  
(PTAC buying new ones for us.) 😊

40 metal chair padded.

INVENTORY TAG NUMBER: (200) EAST SIDE ONLY ON BOTTOM (PAINTED W) -(40) - ECS 0873-0913

METHOD OF SALE/DISPOSAL: Recycle

SCHOOL/BUILDING WHERE ITEM IS HOUSED EAST SIDE

SALE/DISPOSAL AUTHORIZED BY: [Signature] DATE: 1/18/22  
Principal

AUTHORIZED BY: [Signature] DATE: 1/24/22  
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: Wooden cart, broken  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INVENTORY TAG NUMBER: 4887

METHOD OF SALE/DISPOSAL: trash

SCHOOL/BUILDING WHERE ITEM IS HOUSED: East Side Elementary

SALE/DISPOSAL AUTHORIZED BY: *[Signature]* DATE: 1/27/22  
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: 2) BLACK TOP TABLES (LONG)  
(Kindergarten)

INVENTORY TAG NUMBER: #0613, #0612

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

SCHOOL/BUILDING WHERE ITEM IS HOUSED WSE

SALE/DISPOSAL AUTHORIZED BY: [Signature] DATE: 1/28/22  
Principal

AUTHORIZED BY: [Signature] DATE: 1/31/22  
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: Riso copy machine  
- no longer functional  
(Central Office)

INVENTORY TAG NUMBER: 10005

METHOD OF SALE/DISPOSAL: Tech/Maint. to Dispose

SALE/DISPOSAL AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Principal

AUTHORIZED BY: Rice Valt DATE: 1/28/22  
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: 25 - "School Dictionary" by  
Macmillan Publishing Company, 1990  
ISBN 0-02-195003-2  
20 - The World Almanac World Atlas copywrite 2001

INVENTORY  
TAG NUMBER:

Webster's American English Dictionary  
Scholastic Book of World Records 05.06.19.  
2013 Almanac for Kids

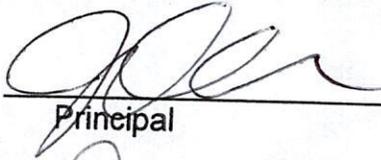
METHOD OF  
SALE/DISPOSAL:

Donate

SCHOOL/BUILDING  
WHERE ITEM IS  
HOUSED

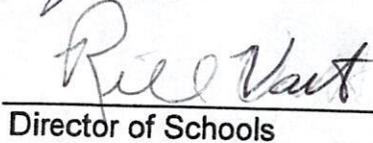
West Side Elementary School

SALE/DISPOSAL  
AUTHORIZED BY:

  
Principal

DATE: 1/31/22

AUTHORIZED BY:

  
Director of Schools

DATE: 2/3/22

AUTHORIZED BY:

Board Chairman

DATE: \_\_\_\_\_

# 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: 5 battery operated  
walkie-talkies  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INVENTORY TAG NUMBER: n/a

METHOD OF SALE/DISPOSAL: donation to area church

SCHOOL/BUILDING WHERE ITEM IS HOUSED: WSE

SALE/DISPOSAL AUTHORIZED BY: [Signature] DATE: 2/4/22  
Principal

AUTHORIZED BY: [Signature] DATE: 2/8/22  
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: Fiction and nonfiction books.  
Outdated Historical topics. Some  
beyond repair or repaired multiple  
times  
Books to be used by middle or  
highschool.

INVENTORY  
TAG NUMBER: \_\_\_\_\_

METHOD OF  
SALE/DISPOSAL: Donate to Betsy Bookbus or Dispose  
and other Media Centers

SCHOOL/BUILDING  
WHERE ITEM IS  
HOUSED West Side Elementary Library

SALE/DISPOSAL  
AUTHORIZED BY: [Signature] DATE: 2/7/22  
Principal

AUTHORIZED BY: [Signature] DATE: 2/10/22  
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: Books  
Water Damaged, molded, and/or  
damaged beyond repair with  
missing words/illustrations.

INVENTORY TAG NUMBER: \_\_\_\_\_

METHOD OF SALE/DISPOSAL: Discard

SCHOOL/BUILDING WHERE ITEM IS HOUSED West Side Elementary Library Media

SALE/DISPOSAL AUTHORIZED BY: [Signature] DATE: 2/7/22  
Principal

AUTHORIZED BY: [Signature] DATE: 2/10/22  
Director of Schools

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

# ELIZABETHTON CITY SCHOOLS

## 2023 K-12 CALENDAR 2024

AUGUST 2023					SEPTEMBER 2023					OCTOBER 2023				
MON	TUE	WED	THU	FRI	MON	TUE	WED	THU	FRI	MON	TUE	WED	THU	FRI
	1 TEACHER INSERVICE DAY	2 TEACHER INSERVICE DAY	3 TEACHER WORKDAY	4 					1 PR	2	3	4 X	5	6
7 TEACHER WORKDAY	8 FIRST FULL DAY	9	10	11	4 LABOR DAY	5	6	7	8	9	10	FALL BREAK		
14	15	16	17	18	11	12	13	14	15	16 PD DAY	17	18	19	20
21	22	23	24	25	18	19	20	21	22 PARENT TEACHER CONF.	23	24	25	26	27
28	29	30	31 19		25	26	27	28	29 19	30	31 16			
NOVEMBER 2023					DECEMBER 2023					JANUARY 2024				
MON	TUE	WED	THU	FRI	MON	TUE	WED	THU	FRI	MON	TUE	WED	THU	FRI
		1 PD DAY	2	3					1	1	2	3	4 PD DAY	5 TEACHER WORKDAY
6	7	8	9	10	4	5	6	7	8	8	9	10	11	12
13	14	15 PR	16	17	11	12	13	14	15 X	15 MARTIN LUTHER KING DAY	16	17	18	19
20	21	22 THANKSGIVING		23	18	19 14	20	21	22	22	23	24	25	26
27	28	29	30 17		25	26	27	28	29	29	30	31 17		
CHRISTMAS BREAK														
FEBRUARY 2024					MARCH 2024					APRIL 2024				
MON	TUE	WED	THU	FRI	MON	TUE	WED	THU	FRI	MON	TUE	WED	THU	FRI
			1	2 PR					1	1 PD DAY	2	3	4	5
5	6	7	8	9	4	5 ELECTION DAY PD DAY	6	7	8 X	8	9	10	11	12
12	13	14	15	16	11	12	13	14	15	15	16	17	18 PR	19
19 PD DAY	20	21	22	23	18	19	20	21	22 16	22	23	24	25	26
26	27	28	29 19		25	26	27	28	29 GOOD FRIDAY	29	30 22			
SPRING BREAK														
MAY 2024					<b>KEY</b>									
MON	TUE	WED	THU	FRI	1ST SEM DAYS: 85    2ND SEM. DAYS: 88 173 - STUDENT DAYS    7 - PROF. DEV. DAYS    180 - TOTAL DAYS 4 - TEACHER WORKDAYS     3 - ALT. INSERVICE DAYS 2 - TEACHER INSERVICE     HOLIDAYS AND BREAKS 7 - PROF. DEV. DAYS 3 - ABBREVIATED DAYS: GRADES K-5 (8:00 - 11:46 AM); GRADES 6-12 (7:45-11:16 AM) 1 - P/T CONF. DAY: GRADES K-5 (8:00 - 11:00 / 12:00 - 3:00); GRADES 6-12 (7:45 - 11:00 / 12:00 - 2:45); (LUNCH FROM 11:00 - 12:00) PR - PROGRESS REPORTS X - END OF GRADING PERIOD - FIRST/LAST STUDENT DAY 6 - STOCKPILED INCLEMENT WEATHER DAYS									
		1	2	3	<b>BOARD APPROVAL DATE:</b>									
6 PD DAY	7	8	9	10										
13	14	15	16	17										
20	21 X	22 TEACHER WORKDAY	23	24 14										
27 MEMORIAL DAY	28	29	30	31										

## ESSER 3.0 Public Plan-Federal Relief Spending Addendum Addendum Guidance

Local educational agencies (LEAs) are required to update the ESSER 3.0 Public Plan every six months through Sept. 30, 2023. Each time, LEAs must seek public input on the plan and any revisions and must take such input into account.

Each LEA must complete the addendum and upload it to ePlan in the LEA Document Library (February 1 and August 27). The LEA must also post the addendum to the LEA's website. Like the development of the plan, all revisions must be informed by community input and reviewed and approved by the governing body prior to posting on the LEA's publicly available website. The intent of the plan is to provide transparency to stakeholders.

Please consider the following when completing the addendum:

- On the summary page, the amounts should total for each relief fund: ESSER 1.0, ESSER 2.0, and ESSER 3.0. and equal the allocation amounts.
- The LEA must respond to all questions in the document.
- The stakeholder engagement responses should closely align to the stakeholder engagement in the Health and Safety Plan.
- The LEA should ensure it used multiple models of engagement offered to stakeholders. Examples may include surveys, in-person or virtual committee meetings, town hall meetings, or other inclusive engagement opportunities.
- LEAs should engage all applicable groups noted in meaningful consultation during the crafting of the plan.
- The number of stakeholders engaged should represent the composition of students. For example, if students with disabilities make up 15 percent of students, then 10-20 percent of respondents should represent this subgroup.
- Ensure the stakeholder engagement happened prior to the development/revision of the plan.
- Plans require local board approval and public posting.
- LEAs must update the ESSER Public Plan at least every six months through Sept. 30, 2023, seek public input on the plan and any revisions and take such input into account.
- The American Rescue Plan (ARP) Act requires LEAs to post plans online in a language that parents/caregivers can understand, or, if it is not practicable to provide written translations to an individual with limited English proficiency, be orally translated. The plan also must be provided in an alternative format accessible, upon request, by a parent who is an individual with a disability as defined by the Americans with Disabilities Act.

## ESSER 3.0 Public Plan-Federal Relief Spending Addendum

The Elementary and Secondary School Emergency Relief 3.0 (ESSER 3.0) Fund under the American Rescue Plan (ARP) Act of 2021, Public Law 117-2, was enacted on March 11, 2021. Funding provided to states and local educational agencies (LEAs) help safely reopen and sustain the safe operation of schools and address the impact of the coronavirus pandemic on the nation’s students.

In the fall of 2021, LEAs developed and made publicly available a Public Plan-Federal Relief Spending. All plans were developed with meaningful public consultation with stakeholder groups. Like the development of the plan, all revisions must be informed by community input and reviewed and approved by the governing body prior to posting on the LEA’s publicly available website.

The following information is intended to update stakeholders and address the requirement.

### **General Information**

LEA Name: Elizabethton City Schools

Director of Schools (Name): Richard VanHuss

ESSER Director (Name): John Hutchins

Address: 804 S. Watauga Ave. Elizabethton, TN 37643

Phone #: 423-547-8000 District Website: [www.ecschools.net](http://www.ecschools.net)

Addendum Date: January 14, 2022

Total Student Enrollment:	2647
Grades Served:	PreK - 12
Number of Schools:	5

### **Funding**

ESSER 1.0 Allocation:	\$ 631,129.02
ESSER 2.0 Allocation:	\$2,519,890.05
ESSER 3.0 Allocation:	\$5,659,315.09
<b>Total Allocation:</b>	<b>\$8,810,334.16</b>

**Budget Summary**

		ESSER 1.0	ESSER 2.0	ESSER 3.0
Academics	Tutoring		113,164.00	1,115,969.94
	Summer Programming			
	Early Reading		70,728.00	
	Interventionists			678,624.06
	Other: Online Curriculum	76,470.00	120,000.00	
	Other: Benchmark Testing	51,099.22	82,542.00	
	Other: Learning Mgmt. Sys.	34,907.75	71,722.45	
	Other: Technology Coach	54,151.89	139,410.00	
	Other: Early Literature Resources	77,513.76		
	Other: Sup/Mat/Equipment			15,500.00
	Sub-Total	294,142.62	597,566.45	1,810,094.00
Student Readiness	AP and Dual Credit/ Enrollment Courses			
	High School Innovation			
	Academic Advising			
	Special Populations			
	Mental Health	20,000.00	60,000.00	
	Other: Social Worker			141,213.00
	Sub-Total	20,000.00	60,000.00	141,213.00
Educators	Strategic Teacher Retention			
	Grow Your Own			
	Class Size Reduction			317,576.00
	Sub-Total			317,576.00
Foundations	Technology	274,182.82	516,333.00	
	High Speed Internet	39,124.72		
	Academic Space (facilities)		1,246,990.60	3,275,339.09
	Auditing and Reporting			115,093.00
	Other: Indirect Cost Transfers	3,678.86	99,000.00	
	Sub-Total	316,986.40	1,862,323.60	3,390,432.09
<b>Total</b>		631,129.02	2,519,890.05	5,659,315.09

## **Academics**

1. Describe strategic allocations to accelerate **Academic Achievement**, including how allocations support the investments identified in the district's needs assessment:

Through our district needs assessment, Elizabethton City Schools identified specific priorities to accelerate Academic Achievement within our district. Our goal is for every student to have access to high-quality instruction aligned to Tennessee State Standards leading to mastery. To achieve this goal, academic and non-academic needs of all students must be supported. Therefore, strategic allocations have been made to support our teachers and students in this endeavor. All PreK-5 teachers and administrators attended the two-week Early Reading Foundational Skills training in the summer of 2021. Teachers that completed courses 1 & 2 received stipends for attendance. We invested in personnel to support high-quality instruction, which includes Interventionists, Instructional Coaches, and Class-size Reduction Teachers. ECS implemented TN ALL Corps to address learning loss by providing high dosage, low ratio tutoring. We also partnered with Niswonger Project On-Track for additional tutoring assistance.

2. Describe initiatives included in the "other" category

Early Literature Resources approved by the TDOE were adopted, purchased, and implemented. Our district was awarded the opportunity to participate in the Early Literacy Networks to support teachers with implementation of new resources. We purchased Canvas, an online learning management system that allows teachers to utilize technology to manage the learning environment/instruction for their classes. The LMS provides a consistent platform for teachers and students and is easily utilized for daily in person instruction and remote learning if needed. We also purchased Odysseyware, an online curriculum that allows students to work on earning high school credits and will be utilized for credit recovery and to support students to meet graduation requirements. A standards-based benchmark progress monitoring tool was purchased to provide us with the ability to monitor students' progress toward mastery of Tennessee State Standards. A technology instructional coach provides technology integration support for our teachers to implement new technology tools in the classroom.

## **Student Readiness**

1. Description of strategic allocations to support **Student Readiness** and the School-Related Supports necessary to access high-quality instruction, including how allocations support the investments identified in the district's needs assessment:

Through our district needs assessment, Elizabethton City Schools identified specific priorities to support Student Readiness within our district. Our goal is for every student to have access to high-quality instruction aligned to Tennessee State Standards leading to mastery. To achieve this goal, academic and non-academic needs of all students must be supported. Therefore, strategic allocations have been made to support our teachers and students in this endeavor. ECS allocated ESSER funding to add an additional mental health counselor in our district who promotes and supports students' academic and social success by assisting with mental health concerns, behavioral concerns, positive behavioral support, academic support and consultation with teachers, parents, and administrators. Our mental health counselors provide students with extended social-emotional support that will enable them to experience a more positive, supportive school environment. ECS is participating in the AP Access for All program, has a standing partnership with Northeast State Community College to offer on-site dual enrollment courses, provides funding for students to enroll in dual enrollment courses from outside grants, and provides funding for students to pay for AP exams from other funding sources. ECS created two College and Career Advisor positions and an

additional middle school counselor from GP funding. We are also partnering with Niswonger Project On-Track for additional tutoring assistance.

2. Describe initiatives included in the “other” category

ECS allocated ESSER funding for a school social worker who promotes and supports students’ academic and social success by assisting with mental health concerns, behavioral concerns, attendance intervention, positive behavioral support, academic support and consultation with teachers, parents, and administrators. Our social worker provides students with extended social-emotional support that will enable them to experience a more positive, supportive school environment. She also assists families with specific needs and connects them to beneficial outside agency resources.

**Educators**

1. Describe strategic allocations to **Recruit, Retain and Support Educators and School Personnel**, including how allocations support the investments identified in the district’s needs assessment:

Through our district needs assessment, Elizabethton City Schools identified specific priorities to recruit, retain, and support educators and school personnel. ECS is in partnership with Milligan University for the Grow Your Own Grant. We are working closely with Milligan University to support three Elizabethton City Schools employees to earn an advanced degree and become a licensed teacher. The program began in August 2021 with employees having two years to complete their degree and certification. Our desire is to develop highly effective educators and to employ them at the conclusion of this program. ECS supported our educators with ESSER funding by adding two classroom size reduction teachers at EHS (English) and TAD (Math). The addition of these teachers at the schools enabled us to accelerate academic achievement by teachers serving fewer students per class.

2. Describe initiatives included in the “other” category

N/A

**Foundations**

1. Describe strategic allocations to **Strengthen Structural Expectations**, including how allocations support the investments identified in the district’s needs assessment:

Through our district needs assessment, Elizabethton City Schools identified specific priorities to strengthen structural expectations including technology in our school system. Chromebooks, teacher laptops, document cameras, Chromebook carts, and Boxlight interactive panels were purchased. This technology allows all students in the district to have access to a device and teachers to provide instruction in person as well as remotely as needed. The Boxlight panels replaced our aging Smartboards across the district and provide our teachers and students with the latest in interactive technology in the classroom. Hotspots and outdoor wi-fi access points were also purchased. This technology allows all students in the district to have access to high-speed internet at home and/or on school campuses. Our needs assessment also noted all our facilities are over 45 years old, with one being 81 years old. During the mid-20th Century, schools were not built with the needs of the 21st Century classroom in mind. Harold McCormick Elementary needs many upgrades, including energy-efficient windows and updated HVAC units. A

major portion of the building is over 60 years old and needs electrical, lighting, and plumbing upgrades. This work has been delayed by the costly nature of removing encapsulated asbestos from the building. This has created a deferred maintenance issue in several systems throughout the school. This project would allow us to improve the energy efficiency of the building, improve the overall learning environment, and improve the indoor air quality of the facility.

2. Describe initiatives included in the “other” category

Minimal indirect cost is budgeted for costs not clearly identified.

**Monitoring, Auditing and Reporting**

1. Outline how the LEA is continuing to actively monitor allocations; conducting interim audits to ensure an appropriate application of funds; collecting and managing data elements required to be reported; and reporting this information to the community.

The ESSER budgets are entered and approved by the TN Department of Education. Utilizing our Universal Grant Guidance document for accounting purposes, each grant is given a separate sub fund within the Federal Projects Fund of the system’s financial software. Purchase Orders are issued for each purchase in accordance with local Board Policies. Proper quotes and board approvals are obtained as necessary. All Purchase Orders are checked to the details of the budget in ePlan before being issued. All invoices are signed to document the receipt of goods or services before payment was made. Checks are issued to vendors in a timely manner. Requests for reimbursement of funds are made in ePlan after funds have been expended. When the funds are received through ACH, the revenue is recorded in the appropriate revenue account in the sub fund of the Federal Projects Fund.

Our district employees an ESSER Grant Manager to provide oversight of funds as required. The manager also completes data collection and monitoring during the grant period to ensure all funded items are implemented as designed. ESSER reporting information is shared with the community on our website and at school board meetings.

2. Describe how the LEA will meet the requirements to spend 20 percent of ESSER 3.0 on direct services to students to address learning loss or indicate participation in TN ALL Corps.

ECS is participating in TN ALL Corps.

**Family and Community Engagement**

1. Describe how the LEA engaged in meaningful consultation with stakeholders in development of the revised plan.

We continue to share ESSER information with our community on our website and through our district newsletter. Our Director of Schools informs and consults with the ECS Board, district, and school administrators. School administrators responded to a questionnaire on ESSER expenditures which provided feedback on ESSER funded programs’ effectiveness and suggestions for improvement. Suggested revisions were presented at the School Board meeting with opportunity for feedback from stakeholders. Our board meetings are open to all stakeholders including parent, school staff, students, and community leaders. These meetings are streamed live, and recordings are posted on our YouTube channel.

2. Describe how the LEA engaged at minimum 10% of the total stakeholders engaged vs. responses received in the development of the revised plan.

ECS did not make significant budgetary changes to our original spending plan, therefore we did not ask stakeholders to complete another survey. However, the original stakeholder survey gave us well above the minimum 10% engagement responses received in the following stakeholder groups: Elected Officials and School Board Members, School and District Administrators, Special Education Administrators, Principals, School Leaders, Educators, School Staff, Civil Rights Organizations, Disability Rights Organizations, and all Interest Groups. We did not meet the 10% engagement responses received with Students and Families on the original plan survey, but we intend to survey stakeholders late spring this year instead of summer. This will give more students the opportunity to engage in the survey at school and the survey link for families will be distributed through Skyward email along with our school newsletter and social media posts.

3. Describe how the LEA engaged a representation of a diverse population of stakeholders.

We continue to share ESSER information with our community on our website and through our district newsletter. Our Director of Schools informs and consults with the ECS Board, district, and school administrators who uphold accountability for diverse populations. Our director met with a group of students and a teacher representative at EHS to discuss plan development. School administrators responded to a questionnaire on ESSER expenditures which provided feedback on ESSER funded programs' effectiveness and suggestions for improvement. Suggested revisions were presented at the School Board meeting with opportunity for feedback from stakeholders. Our board meetings are open to all stakeholders including parent, school staff, students, and community leaders. These meetings are streamed live, and recordings are posted on our YouTube channel. The original stakeholder survey engaged a significant diverse population representation of stakeholders and was well above the minimum 10% in the following groups: Students with Disabilities, English Language Learners, Children Experiencing Homelessness, Children in Foster Care, Migratory Students, Students who are Incarcerated, and Underserved Students.

4. Describe how the LEA used multiple modes of engagement (such as surveys, scheduled in-person or virtual meetings, town halls) to gain input from stakeholders in development of the revised plan.

ECS utilized multiple modes of engagement in the development the original and revised plans which included surveys, scheduled meetings, virtual meetings, and school board meetings to gain input from stakeholders. Our school board meetings are streamed live, and recordings are posted on our YouTube channel.

## Safe Return to In-person Instruction and Continuity of Services Plan

### Addendum Guidance

LEAs are required to update the Safe Return to In-Person Instruction and Continuity of Services Plan every six months through **Sept. 30, 2023**. Each time, LEAs must seek public input on the plan and any revisions and must take such input into account. The purpose of the plan is to keep stakeholders informed.

Every LEA should complete the addendum and upload in the LEA document library and post to the LEA's website (February 1 and August 27). Like the development of the plan, all revisions must be informed by community input and reviewed and approved by the governing body prior to posting on the LEA's publicly available website.

Please consider the following when completing the addendum:

- Ensure the LEA used multiple models of engagement offered to stakeholders. Examples may include surveys, in-person or virtual committee meetings, town hall meetings, or other inclusive engagement opportunities.
- LEAs should engage all applicable groups noted in meaningful consultation during the crafting of the plan.
- The number of stakeholders engaged should represent the composition of students. For example, if students with disabilities make up 15 percent of students, then 10-20 percent of respondents should represent this subgroup.
- Ensure the stakeholder engagement happened prior to the development/revision of the plan.
- The LEA must engage the health department in the development of the plan. This is not the same as providing the health department with COVID-19 numbers.
- Plans must explicitly address every bullet point in Question 3 regarding district policies and strategies.
- Plans require local board approval and public posting.
- LEAs must update the *Safe Return to In-Person Instruction and Continuity of Services Plan* at least every six months through Sept. 30, 2023, seek public input on the plan and any revisions and take such input into account. All revisions must include an explanation and rationale of why the revisions were made.
- All revisions must include an explanation and rationale, with meaningful public consultation, and in an understandable format. The American Rescue Plan (ARP) Act requires LEAs to post their Health and Safety Plans online in a language that parents/caregivers can understand, or, if it is not practicable to provide written translations to an individual with limited English proficiency, be orally translated. The plan also must be provided in an alternative format accessible, upon request, by a parent who is an individual with a disability as defined by the Americans with Disabilities Act.

## Safe Return to In-Person Instruction and Continuity of Services Plan Addendum

The Elementary and Secondary School Emergency Relief 3.0 (ESSER 3.0) Fund under the American Rescue Plan (ARP) Act of 2021, Public Law 117-2, was enacted on March 11, 2021. Funding provided to states and local educational agencies (LEAs) help safely reopen and sustain the safe operation of schools and address the impact of the coronavirus pandemic on the nation's students.

In the fall of 2021, LEAs developed and made publicly available a Safe Return to In-Person Instruction and Continuity of Services Plan. All plans were developed with meaningful public consultation with stakeholder groups. LEAs are required to update the plan every six months through September 30, 2023 and must seek public input on the plan and any revisions and must take such input into account. LEAs also must review and update their plans whenever there are significant changes to the CDC recommendations for K-12 schools and to ensure the plan is current. Like the development of the plan, all revisions must be informed by community input and reviewed and approved by the governing body prior to posting on the LEA's publicly available website.

The following information is intended to update stakeholders and address the requirement.

LEA Name: **Elizabethton City Schools**

Date: January 14, 2022

### 1. Describe how the LEA engaged in meaningful consultation with stakeholders in development of the revised plan.

After review of our Safe Return to In-person Instruction and Continuity of Services Plan, ECS began the revision process by consulting with our Director of Schools and Consolidated School Health Coordinator. School administrators were given the opportunity to provide feedback at the monthly principals' meeting and they consulted with teachers at a faculty meeting. Suggested revisions were presented at the December 2021 School Board meeting with opportunity for feedback from stakeholders. Our school board meetings are open to all stakeholders including parent, school staff, students, and community leaders. These meetings are streamed live, and recordings are posted on our YouTube channel.

### 2. Describe how the LEA engaged the health department in the development of the revised plan.

Our Consolidated School Health Coordinator considered current recommendations from the Tennessee Department of Health and the CDC while revising our Health and Safety Plan. She also consulted with officials at the Carter County Health Department and Regional Health Department for the development of the revised plan. Suggested revisions were sent to the Carter County Health Department Director for recommendations and feedback. The CCHD Director approved the proposed revisions.

**3. Provide to the extent to which the LEA has updated adopted policies and a description of any such policies on each of the following health and safety strategies.**

<p><i>Appropriate accommodations for children with disabilities with respect to health and safety policies</i></p> <p>We expect to complete the 2021-22 school year utilizing in-person learning. Currently, there is no plan to provide a virtual option except for students in isolation or quarantine. The traditional, 5-days a week instructional model provides instruction in-person while adhering to additional safety protocols for all students. Students with Disabilities who are quarantined will to receive services in accordance with their IEP.</p>
<p><i>Physical distancing (e.g., use of cohorts/podding)</i></p> <p>The traditional, 5-days a week instructional model provides instruction in-person while adhering to additional safety protocols. Use of cohorts/podding is not part of our revised health and safety strategies.</p>
<p><i>Hand washing and respiratory etiquette</i></p> <p>Hand washing and respiratory etiquette continue to be highly encouraged. Hand sanitation stations are available in all buildings. Increased cleaning and sanitation of high contact areas are a priority. Parents are requested to check temperatures prior to sending students on the bus or to school. Training for staff and students on recommended healthy routines is provided as needed. Staff and students are encouraged to stay home if they are sick or running a temperature of 100.4 or greater. Face coverings are encouraged and available in all schools.</p>
<p><i>Cleaning and maintaining healthy facilities including improving ventilation</i></p> <p>We continue to utilize the following procedures in our facilities. No water fountain use. Students are encouraged to bring a water bottle. Increased cleaning and sanitation of high contact areas are a priority. Increased air circulation in classrooms through windows, doors, and air purifiers (as feasible and practical). Large group assemblies are limited for essential purposes only and follow guidelines (as feasible and practical). Only academic field trips that can be conducted safely, given current conditions, are approved. Social distancing within the classroom is prioritized (where feasible and practical); six feet may not be possible in all classrooms. Schools may alter arrival and departure procedures to minimize contact and congestion, as needed. Physical activity is conducted outdoors whenever possible to group students safely.</p>
<p><i>Contact tracing in combination with isolation and quarantine</i></p> <p>When a positive test for COVID-19 occurs in a school with a student or staff member, the district works with local health department officials and assists with notification and contact tracing as feasible and practical. School administrators maintain confidentiality in accordance with ADA (American Disabilities Act) and HIPAA (Health Insurance Portability and Accountability Act of 1996). Student and staff members with COVID-19 may to return to school adhering to TDH guidelines. It is our intent for the Health Department to provide quarantine guidance to parents and staff members. Potential school closure is based on the level of risk determined by the district. Classroom/school/district closures only occur if a significant need warrants the closure or if it is mandated by the state or local health officials. If the need arises to close schools due to COVID-19, virtual learning per state guidelines will be initiated for impacted students as soon as possible. If a closure is needed for intensive cleaning, communication will be provided.</p>

<i>Diagnostic and screening testing</i>
Diagnostic testing is available to all staff members. Screening testing is available to all school nurses.
<i>Efforts to provide vaccinations to educators, other staff, and students, if eligible</i>
Vaccinations are not mandated for faculty, staff, nor students. ECS partnered with the local health department to provide after-hours vaccine clinics for convenience to school staff. ECS offered a vaccination clinic at Elizabethton High School in collaboration with the local health department and regional health system for adults and students 12 and older. Vaccines are currently available for ages 5 and older at the Carter County Health Department, local pharmacies, and regional health system.
<i>Universal and correct wearing of masks</i>
Face coverings are encouraged and available in all schools.

**4. Provide a current description as to how the LEA is ensuring continuity of services including but not limited to services to address the students’ academic needs, and students’ and staff social, emotional, mental health, and other needs, which may include student health and food services.**

Based on Tennessee Department of Health guidelines, Elizabethton City Schools ensures the continuity of services to address academics needs by continuing school in person the remainder of the 2021-22 school year. Based on this plan, we expect to provide all services to students and families in person in accordance with policies, statues, and all regulations. Common sense infectious disease prevention measures remain in place based on CDC recommendations and Tennessee Department of Health guidelines.

Elizabethton City Schools teaches TN State Standards in all courses and utilizes our Tier II and III intervention blocks to account for learning loss and acceleration. Subgroup services are provided per IEP/ILP. ESSER 3.0 funds enable us to mitigate learning loss by hiring additional teachers to reduce class sizes, work with more students in small intervention groups, and serve additional students in grades 1-8 through TN ALL Corps tutoring.

Our social, emotional, and mental health supports continue at each school with additional school counselors and career advisors, two mental health counselors and a school social worker. Students receive social and emotional health supports during guidance class, small group sessions, and individual counseling and advising. School nurses continue to address health concerns and conduct any necessary actions regarding COVID-19. Mental health counselors are available to all faculty and staff members as needed. Our teachers and administrators participated in “Mental Health Debriefing” sessions offered by the Tennessee Department of Health and Crisis Response Team volunteers.

Other supports for continuing services during the 2021-22 school year include the availability of free breakfast and lunch for all students.

**ELIZABETHTON CITY SCHOOL SYSTEM  
BOARD OF EDUCATION  
AGENDA SUMMARY  
FUND 141 GENERAL PURPOSE**

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**BIDS AND PURCHASES OVER \$10,000**

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**DEPARTMENT:** COMMUNITY INVOLVEMENT PROGRAM / CAPTIAL OUTLAY

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**SUBJECT:** Bid Number ECSS FY2021-2022-02 for POOL DECK RESURFACING AND LOCKER ROOM RESTORATION FOR ELIZABETHTON HIGH SCHOOL

**SUMMARY:** Bids were advertised and solicited for POOL DECK RESURFACING AND LOCKER ROOM RESTORATION FOR ELIZABETHTON HIGH SCHOOL. One (1) bid was received and deemed to be acceptable as per bid specifications. Bids were opened at 3:00 p.m., on Thursday, the 10th day of February 2022. Bids were as follows:

BIDDER	AMOUNT
High Tech Industries, Inc. Greenville, TN	\$29,572.00

**ACCOUNT**

**FUNDING:** Account codes: \$ 9,572.00 Community Involvement Program – Swim Club  
\$ 20,000.00 Capital Outlay

**RECOMMENDATION:** Mr. Richard VanHuss, Director of Schools, and Mr. Forrest Holt, Athletic Director, have reviewed the bids. It is their recommendation that Bid Number ECSS FY2021-2022-02 for POOL DECK RESURFACING AND LOCKER ROOM RESTORATION FOR ELIZABETHTON HIGH SCHOOL be awarded to High Tech Industries, Inc. in the amount of \$29,572.00.

**NECESSARY**

**BOARD ACTION:** Motion to approve the award of bid number ECSS 2021-2022-02 for POOL DECK RESURFACING AND LOCKER ROOM RESTORATION FOR ELIZABETHTON HIGH SCHOOL be awarded to High Tech Industries, Inc. in the amount of \$29,572.00.

**APPROVED BY ELIZABETHTON BOARD OF EDUCATION:**

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Eddie Pless, Chairman

\_\_\_\_\_  
Richard VanHuss, Director of Schools

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE



Richard VanHuss  
Director of Schools

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

February 22, 2022

Mr. Daniel Estes, City Manager  
City of Elizabethton  
136 South Sycamore Street  
Elizabethton, TN 37643

Dear Mr. Estes:

After reviewing our budget needs for 2022-2023, we are not requesting an increase to our 2022-2023 operating allocation. However, we would like to request the continuation of the SRO program at all schools with funding to cover the excess cost beyond the SRO and SAFE Schools grants. Also, we would like to request that SRO's be provided for our Summer School Programs during the months of May and June.

Thank you for your consideration of this request.

Sincerely,

Richard VanHuss  
Director of Schools

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

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in January</b>	Descriptor Term: <b>Bids and Quotations</b>	Descriptor Code: <b>2.806</b>	Issued Date: <b>07/19/16</b>
		Rescinds: <b>2.806</b>	Issued: <b>11/30/09</b>

**Commented [MN1]:** From TSBA:  
More school boards will be able to increase their bidding threshold based on Public Chapter 310. As a result, we have created this model policy for those boards impacted by this change. The threshold can be raised to \$25,000 if the district is in a county with a population of over 40,000.

1 All purchases of supplies, materials, equipment, and contractual services ~~of ten thousand dollars~~  
2 ~~(\$10,000)~~ in excess of twenty-five thousand dollars (\$25,000), including those of individual schools,  
3 shall be based on competitive bids.<sup>1</sup> These bids shall be solicited by advertisement in a newspaper of  
4 general circulation in the school district. ~~except that said newspaper advertisement may be waived in~~  
5 ~~the event of an emergency.~~ The purchasing agent shall advertise for bids and receive quotations. The  
6 advertisement may be waived by the purchasing agent in an emergency.<sup>2</sup>

7 All purchases ~~less than ten thousand dollars (\$10,000);~~ of twenty-five thousand dollars (\$25,000) or  
8 less, including those of individual schools may be made in the open market without newspaper notice;  
9 but shall, ~~follow administrative procedures for quotations.~~<sup>1</sup> whenever possible, be based on at least  
10 three (3) competitive bids.<sup>2</sup>

11 The lowest and/or best bid shall be accepted, provided the purchaser reserves the right to reject any or  
12 all bids or any part of any bid, and if applicable, to accept the bid which is best as evidenced by reasons  
13 relative to the purpose of the purchase.<sup>3</sup> Any bid may be withdrawn prior to the scheduled time for the  
14 opening of bids. Any bid received after the time and date specified shall not be considered.

15 The bidder to whom the award is made may be required to enter into a written contract.

16 The practice of splitting an order or dividing items to be purchased to avoid the use of bidding or other  
17 purchasing procedures is prohibited.

## 18 EXEMPTIONS FROM COMPETITIVE BIDDING

19 Contracts for legal services, educational consultants, ~~insurance purchased through a plan authorized~~  
20 ~~and approved by any organization of governmental entities representing cities and counties,~~ and similar  
21 services by professional persons or groups of high ethical standards; shall not be based upon  
22 competitive bids; but shall be awarded on the basis of recognized competence and integrity.<sup>2,4</sup>

23 Insurance purchased through a plan authorized and approved by an organization of governmental  
24 entities representing cities and counties shall also be exempted.<sup>5</sup>

25

### Legal References

- 1.—TCA 49-2-203(a)(3)(A)-(B); TCA 49-2-206(b)(2)
- 2.—TCA 12-4-106; TCA 29-20-407

### Cross-References

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**Legal References**

1. TCA 49-2-203(a)(3); Public Acts of 2021, Chapter No. 310
2. TCA 49-2-203(a)(3)(A)-(B); TCA 49-2-206(b)(2)
3. TCA 49-2-203(a)(3)(C)
4. TCA 12-3-1209; TCA 12-4-107
5. TCA 29-20-407

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**Cross References**

- Executive Committee 1.301
- Consultants 1.303
- Conflict of Interest 5.601