

ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION

REGULAR SCHEDULED MEETING

Thursday, March 17, 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 Thursday, March 17, 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

A. Ms. Gouge's chorus students sang the National Anthem.

4. APPROVE CONSENT AGENDA AND REGULAR AGENDA

5. TIME FOR CITIZENS TO SPEAK

A. No citizens have asked to appear before the Board.

6. SPECIAL RECOGNITION

A. Recognition of the CER Curriculum Review Teams.

B. Recognition of the EHS Choral Students.

C. Recognition of the EHS and TAD Wrestling Teams.

D. Recognition of the EHS Girls' Basketball Team.

7. CONSENT AGENDA

A. Minutes of Regular Meeting: February 21, 2022.

B. Approve General Purpose Fund Financial Statement, February 28, 2022.

C. Approve Federal Projects Fund Financial Statement, February 28, 2022.

D. Approve School Nutrition Fund Financial Statement, February 28, 2022.

E. Approve an Equipment Disposal Request from John Wright, Principal at West Side Elementary for the disposal of a microwave to be thrown away.

F. Approve an Equipment Disposal Request from Brian Culbert, CTE Director for the disposal of a West Bend automatic bread and dough maker that no longer works.

G. Equipment Disposal Request from Forrest Holt, Athletic Director at EHS, for the disposal of softball batting nets/hardware valued at \$500.00 to be advertised for sale in the newspaper, Facebook and the TSSAA Portal.

H. Approve Trane Continuation of Service Agreement through March 31, 2023.

I. Approve Comprehensive Educational Resources (CER) Membership with the Niswonger Foundation for the 2022-2023 school year.

J. Ratify travel for the Director of Schools to attend the EHS Girls' Championship Basketball game in Murfreesboro, Tennessee on Wednesday, March 9, 2022.

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

- K. Approve travel for the EHS Baseball Team to travel to Gordonsville, Tennessee on April 8, 2022.
- L. Approve travel for the EHS Softball team to travel to Pikeville, Kentucky on April 22, 2022.
- M. Approve travel for the AP U. S. History class to travel to Williamsburg, Virginia, Monticello, Virginia, Jamestown, Virginia and Busch Gardens, beginning April 21, 2022, and returning April 25, 2022.

8. REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS

A. Personnel Report

a. NEW: Alexander Matlock, Asst. to the Teacher at EHS, effective February 14, 2022; Andrew Andes, Asst. to the Teacher at ESE, effective February 16, 2022; Camryn Evans, ESP Student Leader, Systemwide, effective February 10, 2022; Faith Simmons, ESP Student Leader, Systemwide, effective February 10, 2022; Leah Moore, TN All Corp Instructional Asst. at T. A. Dugger, effective February 23, 2022; Caroline Hill, ESP Student Leader, Systemwide, effective March 1, 2022; Crystal Carpenter, Cafeteria Personnel at EHS, effective March 1, 2022; Ashley Owensby, ESP-Student Leader, Systemwide, effective March 3, 2022; Jarrod Ellis, Asst. JV Baseball Coach at EHS, effective March 4, 2022; Anna Lister, ESP Student Leader (Systemwide), effective March 3, 2022.

TRANSFERRED: Brian Adams, from TN All Corp. Asst. to Instructional Asst. (full time substitute) at T. A. Dugger; effective February 24, 2022; Heather Dykes, from PT Cafeteria Personnel at EHS to PT Cafeteria Personnel at WSE, effective February 8, 2022; Amy Alexander, from Substitute Teacher to Asst. to the Teacher at EHS, effective February 14, 2022; Karma Ingram, from Instructional Asst. at T. A. Dugger to Bookkeeper at T. A. Dugger, effective February 16, 2022.

RESIGNED: Skylar Steele, ESP Student Leader, Systemwide, effective February 23, 2022; Theresa Lopez, ESP Student Leader, Systemwide, effective February 15, 2022; Adrienne Meade, Asst. to the Teacher at ESE, effective February 25, 2022; Shawnee Markland, SPED Asst. to the Teacher at WSE, effective March 18, 2022.

LEAVE OF ABSENCE: Hailey Holyfield, Teacher at EHS, (Revised) from January 26, 2022, through April 26, 2022; Nicole Horne, Teacher at ESE, from February 7, 2022, through February 23, 2022; Travis Smithdeal, Teacher at T. A. Dugger, from April 4, 2022, through April 19, 2022; Jessica Ridley, Teacher at T. A. Dugger, from April 4, 2022, through May 6, 2022; Jodi Buckles, LPN at WSE from February 8, 2022, through March 11, 2022; Shawna Kelley, Instructional Asst. at T. A. Dugger, from May 16, 2022, through May 24, 2022.

B. Director's Update

C. Board Member Reports

D. City Council Liaison's Report

E. Student Liaison's Report

9. REGULAR AGENDA

A. Approve an adjustment in Professional Development Days to the 2022-2023 Elizabethton City Schools Calendar.

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.

B. Approve Blackburn, Childers, and Steagall, PLC for ESSER Pre-Monitoring preparation services through June 30, 2024, at a cost not to exceed \$56,200.00.

C. Approve first reading of revised Board Policy 1.102, Board Members Legal Status.

D. Approve Math Implementation Grant Application to the Tennessee Department of Education.

10. FOR YOUR INFORMATION

11. NEXT REGULARLY SCHEDULED BOARD MEETING

A. The next regularly scheduled Board Meeting will be held on the 21st day of April 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

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

ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION
REGULAR SCHEDULED MEETING
Monday, February 21, 2022 5:30 PM
Mack Pierce Board Room

The Elizabethton Board of Education met in a regular meeting on Monday, February 21, 2022, at 5:30 PM, at Mack Pierce Board Room.

CALL TO ORDER

MOMENT OF SILENCE

PLEDGE TO THE FLAG

APPROVE CONSENT AGENDA AND REGULAR AGENDA

Motion was made by Danny O'Quinn, second by Jamie Schaff to approve the Consent and Regular Agendas. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

TIME FOR CITIZENS TO SPEAK

No citizens asked to appear before the Board.

SPECIAL RECOGNITION

Recognition of the EHS State Qualifying Swimmers.

Coach Holt, Coach Brussard, and Coach Rozelle recognized the TAD Swimmers.

Mr. VanHuss commented that Coach Sutton began the program and that for a long time swimming was a club, and now it is a real sport. Thanks to Coach Holt and Dr. Minton for making it an emphasis.

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

Dr. Minton recognized Karisse Dickison for her 2nd place finish in the National Billboard Design Competition.

Recognition of the EHS Football Team.

Coach Witten recognized the EHS Football team for competing in the third straight championship.

CONSENT AGENDA

Minutes of Regular Meeting: January 20, 2022.

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

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

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

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

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

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.

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

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.

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.

Approve an Equipment Disposal Request from John Wright, Principal at West Side Elementary School for the disposal of two black top tables.

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.

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.

Approve an Equipment Disposal Request from John Wright, Principal at West Side Elementary School for the disposal of five battery operated walkie-talkies.

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.

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.

REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS

Personnel Report

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.

Director's Update

So great to recognize our students, 5 wrestlers qualified for state, both basketball teams (men and women) playing for championships. Fantastic athletic season!! Very proud of them and wish them luck as they move forward. Thanks to Marsha Taylor, Myra Newman and others who worked on the ESSER Plans and Best for All District Recognition. Working with Tom Weems to develop a Capital Projects Plan for the next 5-10 years. New State Funding formula released on Thursday. Will give us an idea based on current enrollment. Congratulations to Mr. Dustin Hensley on the Humanities Grant he received. This is National Public School Week. ECS is an important part of our society, culture and community. We take children from where they are and stretch them as far as possible. Received a lot of good information at the TSBA Legal and Legislative Workshop as well as the National Superintendents Conference in Nashville last week. Please see the handouts. General Assembly Legislative items TSBA is supporting and the ones they're opposing. Encourage you to look over those. See Mr. VanHuss if you have questions or comments.

Superintendent's Conference was huge, over 4,000 School Superintendents there. Focusing on culture, climate of schools, relationships, etc. That's a focus we have as well. We work hard to find somewhere a student can plug in. Of all the jobs created in Tennessee 40% will only require a certificate or two year degree. There is such a need and a focus right now. Significant salaries for those in CTE. It was a great opportunity to see what's going on in other parts of the country. Great things going on in ECS, two national publications based on ECS, Christian Science Monitor, The 74, multiple visits from State Department, more coming up, hosting next round of early literacy training in April, later in March we'll be recognized for

our Reading 360 work. So many good things going on. Reinforces what good work our teachers are doing. Thank you for the work you do in our school system.

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.

Funding through the American Rescue Plan. We were one of 200 libraries to receive funding. The focus of this grant is to create an archive for the Douglas School. We need more information on the Douglas School. Paying two college interns to work in the Douglas Community, compiling the records and archiving them. Thank you for the freedom to work on these grants.

Board Member Reports

On behalf of the Board, we appreciate the schools for all the gifts during School Board Appreciation Week. Welcome to Ashlyn Meadows. She is one of the four students attending the Scope Conference. Looking forward to a report of what she learned while there.

City Council Liaison's Report

Mr. Simerly reminded us that the budgets are coming up. He told of a personal experience he had with a server at a restaurant in Elizabethton and how she heard of Elizabethton City Schools from a former friend and moved here, so her child could be a part of ECS. Makes you feel good!

Student Liaison's Report

Third social and emotional learning survey students just finished. Focusing on that right now. Thanked Dr. Minton for allowing her to attend the meeting with Mr. Weems for the bathrooms. Mr. VanHuss said someone from Mr. Weems office came to discuss the whole process in remodeling the restrooms. Looking at ways of how we can dress those up.

REGULAR AGENDA

Approve the 2023-2024 Elizabethton City Schools Calendar.

Motion was made by Danny O'Quinn, second by Mike Wilson to approve the 2023-2024 Elizabethton City Schools Calendar. Motion carried.

Phil Isaacs: aye

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

aye: 5, nay: 0

In general, same procedure we've followed for many years. Appreciate all the calendar committee members who help put this calendar together. Nice to have a calendar a year out.

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

Motion was made by Danny O'Quinn, second by Jamie Schaff to approve the ESSER 3.0 Public Plan-Federal Relief Spending Addendum and Safe Return to In-Person Instruction and Continuity of Services Plan Addendum. Motion carried.

Phil Isaacs: aye

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

aye: 5, nay: 0

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

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

aye: 5, nay: 0

Motion was made by Danny O'Quinn, second by Phil Isaacs to approve 2022-2023 budget request letter from Elizabethton City Schools to the City of Elizabethton.

Motion carried.

Phil Isaacs: aye

Danny
O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

We have to update these plans every six months. Several people here at Central Office helped with this. Some dollars changed, but that's all the changes.

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.

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

Phil Isaacs: aye

Danny
O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Motion was made by Mike Wilson, second by Danny O'Quinn to approve 2022-2023 budget request letter from Elizabethton City Schools to the City of Elizabethton.

Motion carried.

Phil Isaacs: aye

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

aye: 5, nay: 0

Pool deck pretty bad for quite a while. We will remove mats, clean and put a non-slip surface down. Needed for quite some time. Improves functionality of the area. \$9,500.00 was generated from the Typhoon Swim Club going toward the cost of this renovation. Not having to dip into fund balance to do this work. This is another way for us to stretch every dollar.

Mr. Wilson stated he was always worried about the condition of this area. Mr. Pless stated it was a very nice pool and deserves this renovation.

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

Motion was made by Danny O'Quinn, second by Phil Isaacs to approve 2022-2023 budget request letter from Elizabethton City Schools to the City of Elizabethton.

Motion carried.

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

aye: 5, nay: 0

Mr. VanHuss stated this letter is to request funding to cover the SRO's at the Elementary Schools and maybe part of the TAD SRO. This grant has allowed us to have an SRO at every school. The positive interaction with students and SRO's is invaluable. We are very appreciative of the way the City supports us. The Council

is very supportive, and we're very appreciative. We're partnering with the City for next year's concerts. It's going to be great for the community.

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

Motion was made by Danny O'Quinn, second by Jamie Schaff to approve on first and final reading Board Policy 2.806 Bids and Quotations, as revised. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

This item would change the Board Policy and raise the bid limit from \$10,000.00 to \$25,000.00. Very excited about this. It costs more and more to live and run a school system. Sometimes the bid process is delayed due to the process. Quotes will still be required.

Mr. Isaacs asked if anything under \$25,000.00 would not come before the Board. Mr. VanHuss clarified it would not.

Discussion of potential dates for Capital Projects and Budget Workshops.

The Capital Projects and Budget Workshops have been scheduled for Wednesday, March 2nd at 5:00 p.m.

FOR YOUR INFORMATION

NEXT REGULARLY SCHEDULED BOARD MEETING

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.

ADJOURN

Mr. Mike Wilson made a motion to adjourn the meeting.

Chairman of the Board

Director of Schools

		2021-22	2021-22	2021-22	2021-22	Unencumbered	February 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>	
141 R 40110	000	CURRENT PROPERTY TAX	3,325,000.00	3,325,000.00	1,921,747.01	57.80	1,403,252.99	498,069.35
141 R 40120	000	TRUSTEE'S COLLECTIONS - PRIOR	83,000.00	83,000.00	29,826.67	35.94	53,173.33	5,951.61
141 R 40130	000	CIR CLK/CLK & MASTER COLLECTIO	18,500.00	18,500.00	6,699.16	36.21	11,800.84	0.00
141 R 40140	000	INTEREST AND PENALTY	24,000.00	24,000.00	9,166.92	38.20	14,833.08	980.93
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	251.58	6.29	3,748.42	251.58
141 R 40210	000	LOCAL OPTION SALES TAX	2,700,000.00	2,700,000.00	1,130,362.18	41.87	1,569,637.82	232,078.76
141 R 40275	000	MIXED DRINK TAX	18,000.00	18,000.00	11,673.90	64.86	6,326.10	1,793.25
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	358.43	59.74	241.57	38.52
141 R 43511	000	TUITION - REGULAR DAY STUDENTS	300,000.00	300,000.00	282,478.15	94.16	17,521.85	82,491.93
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	109,838.84	49.35	112,713.16	14,961.65
141 R 43990	000	OTHER CHARGES FOR SERVICES	0.00	0.00	10,000.00	0.00	-10,000.00	10,000.00
141 R 44110	000	INVESTMENT INCOME	10,000.00	10,000.00	2,651.29	26.51	7,348.71	514.69
141 R 44120	000	LEASE/RENTALS	1,000.00	1,000.00	100.00	10.00	900.00	100.00
141 R 44170	000	MISCELLANEOUS REFUNDS	0.00	0.00	819.53	0.00	-819.53	-165.30
141 R 44990	000	OTHER LOCAL REVENUES	200.00	200.00	1,093.16	546.58	-893.16	45.82
141 R 46511	000	BASIC EDUCATION PROGRAM	15,199,000.00	15,199,000.00	10,675,700.00	70.24	4,523,300.00	1,525,100.00
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	0.00
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	0.00
141 R 46990	000	OTHER STATE REVENUES	113,000.00	113,000.00	0.00	0.00	113,000.00	0.00
141 R 48610	000	DONATIONS	25,200.00	25,200.00	2,101.02	8.34	23,098.98	1,810.00
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	1,600,000.00	66.67	800,000.00	200,000.00
Grand Revenue Totals		25,273,932.00	25,273,932.00	16,051,825.10	63.51	9,222,106.90	2,574,022.79	

Number of Accounts: 36

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

Acct	2021-22		2021-22		Unencumbered	February 2021-22	
	Original Budget	Revised Budget	FYTD Activity	FYTD %			Balance - YTD Act
141 E 71100 --- ---	REGULAR INSTRUCTION PROGRAM	11,389,838.00	11,389,838.00	5,816,997.49	51.07	5,572,840.51	774,454.18
141 E 71200 --- ---	SPECIAL EDUCATION PROGRAM	2,065,538.00	2,065,538.00	1,114,649.36	53.96	947,502.33	180,180.22
141 E 71300 --- ---	VOCATIONAL EDUCATION PROGRAM	1,075,195.00	1,075,195.00	558,006.13	51.90	508,699.78	89,453.90
141 E 71400 --- ---	STUDENT BODY EDUCATION PROGRAM	363,460.00	363,460.00	492,544.47	135.52	-129,084.47	161,488.96
141 E 72110 --- ---	ATTENDANCE	96,240.00	96,240.00	61,966.50	64.39	33,473.50	5,313.67
141 E 72120 --- ---	HEALTH SERVICES	378,352.00	378,352.00	197,442.01	52.18	179,429.62	32,713.83
141 E 72130 --- ---	OTHER STUDENT SUPPORT	1,109,378.00	1,109,378.00	492,148.65	44.36	616,129.35	65,395.92
141 E 72210 --- ---	REGULAR INSTRUCTION PROGRAM	980,138.00	980,138.00	615,765.66	62.82	360,979.34	72,449.50
141 E 72220 --- ---	SPECIAL EDUCATION PROGRAM	358,159.00	358,159.00	195,465.17	54.57	162,693.83	25,779.89
141 E 72230 --- ---	VOCATIONAL EDUCATION PROGRAM	152,998.00	152,998.00	94,801.87	61.96	58,196.13	12,221.97
141 E 72250 --- ---	TECHNOLOGY	619,790.00	619,790.00	432,282.56	69.75	175,047.54	47,245.22
141 E 72310 --- ---	BOARD OF EDUCATION	499,485.00	499,485.00	397,161.49	79.51	98,196.79	21,533.51
141 E 72320 --- ---	OFFICE OF THE SUPERINTENDENT	367,418.00	367,418.00	240,089.90	65.35	113,689.73	28,954.49
141 E 72410 --- ---	OFFICE OF THE PRINCIPAL	1,655,558.00	1,655,558.00	958,906.92	57.92	696,351.08	132,185.97
141 E 72510 --- ---	FISCAL SERVICES	366,770.00	366,770.00	249,225.01	67.95	113,273.73	28,825.78
141 E 72610 --- ---	OPERATION OF PLANT	1,574,160.00	1,574,160.00	1,086,736.65	69.04	482,507.74	130,080.23
141 E 72620 --- ---	MAINTENANCE OF PLANT	884,780.00	884,780.00	655,866.30	74.13	-2,480.99	79,141.65
141 E 72710 --- ---	TRANSPORTATION	590,030.00	590,030.00	300,231.25	50.88	135,485.77	49,350.69
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	77,010.24	34.76	131,415.96	4,153.08
141 E 73400 --- ---	EARLY CHILDHOOD EDUCATION	404,779.00	404,779.00	182,625.60	45.12	221,707.30	28,347.03
141 E 76100 --- ---	REGULAR CAPITAL OUTLAY	92,000.00	92,000.00	174,002.40	189.13	-421,446.40	27,976.00
141 E 99100 --- ---	OPERATING TRANSFERS	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
Grand Expense Totals		25,273,932.00	25,273,932.00	14,393,925.63	56.95	10,082,922.17	1,997,245.69

Number of Accounts: 527

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

		2021-22	2021-22	2021-22	2021-22	Unencumbered	February 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	69,487.46	62.85	41,069.41	7,929.03
142 R 47189	OCA	EISENHOWER PROF DEVELOPMENT ST	12,000.00	14,300.00	6,639.00	46.43	7,661.00	1,025.60
142 R 47131	OCP	VOCATIONAL EDUC - BASIC GRANTS	43,355.00	43,354.96	30,175.99	69.60	13,178.97	5,456.39
142 R 47143	OID	SPECIAL EDUCATION - GRANTS TO	576,045.00	630,493.69	291,800.79	46.28	338,692.90	50,366.18
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	386,370.78	49.06	401,228.02	68,162.05
142 R 47590	OT1	OTHER FEDERAL THROUGH STATE	60,113.00	72,693.73	35,991.76	49.51	36,701.97	6,291.23
142 R 47189	OT2	EISENHOWER PROF DEVELOPMENT ST	89,668.00	126,002.47	52,232.96	41.45	73,769.51	4,479.39
142 R 47590	OVR	OTHER FEDERAL THROUGH STATE	43,390.00	43,390.00	21,470.94	49.48	21,919.06	0.00
142 R 47147	21C	SAFE AND DRUG-FREE SCHOOLS-ST	145,334.00	145,334.00	112,996.37	77.75	32,337.63	16,493.35
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	25,192.92	60.87	16,193.73	3,435.54
142 R 47402	902	ARP IDEA	0.00	141,634.30	29,713.97	20.98	111,920.33	9,604.20
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	136,794.99	89.85	15,455.01	23,032.54
142 R 47307	931	ESSER 2.0	0.00	62,500.00	38,148.16	61.04	24,351.84	6,365.46
142 R 47307	932	ESSER 2.0	1,695,244.00	1,695,244.00	641,681.11	37.85	1,053,562.89	0.00
142 R 47401	933	ESSER 3.0	2,480,135.00	4,229,871.00	422,456.27	9.99	3,807,414.73	69,371.07
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	18,925.21	39.04	29,556.88	2,859.92
Grand Revenue Totals			5,988,237.00	8,602,131.50	2,615,553.81	30.41	5,986,577.69	274,871.95

Number of Accounts: 21

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

		2021-22	2021-22	2021-22	2021-22	Unencumbered	February 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	1,644,576.54	55.28	1,220,904.57	259,765.10
142 E 71200	SPECIAL EDUCATION PROGRAM	591,344.00	742,651.86	321,624.04	43.31	421,027.82	60,439.86
142 E 71300	VOCATIONAL EDUCATION PROGRAM	26,157.00	30,657.37	25,005.49	81.56	5,457.88	3,918.17
142 E 72120	HEALTH SERVICES	40,000.00	60,000.00	40,000.00	66.67	20,000.00	4,000.00
142 E 72130	OTHER STUDENT SUPPORT	96,889.00	177,033.05	97,222.99	54.92	74,194.22	13,556.45
142 E 72210	REGULAR INSTRUCTION PROGRAM	320,904.00	469,338.34	228,760.66	48.74	239,147.68	28,903.52
142 E 72220	SPECIAL EDUCATION PROGRAM	40,000.00	97,335.34	25,198.32	25.89	72,137.02	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	39,650.07	57.48	29,334.93	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	120,606.31	84.59	21,977.69	18,005.13
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
Grand Expense Totals		5,988,237.00	8,602,131.50	2,639,145.70	30.68	5,831,668.92	397,793.41

Number of Accounts: 235

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

		2021-22	2021-22	2021-22	2021-22	Unencumbered	February 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	8,835.05	40.48	12,989.95	971.85
143 R 43525	000	A LA CARTE SALES	30,750.00	30,750.00	16,335.23	53.12	14,414.77	2,040.07
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	362.08	18.10	1,637.92	74.73
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	838,638.94	136.36	-223,638.94	146,022.82
143 R 47112	000	USDA COMMODITIES	93,500.00	93,500.00	63,499.32	67.91	30,000.68	5,845.94
143 R 47113	000	USDA BREAKFAST	370,000.00	370,000.00	355,241.32	96.01	14,758.68	53,814.08
143 R 47114	000	USDA - ESP SNACK PROGRAM	18,000.00	18,000.00	69,215.82	384.53	-51,215.82	1,542.00
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	1,354,287.89	115.35	-180,212.89	210,311.49

Number of Accounts: 36

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

		2021-22	2021-22	2021-22	2021-22	Unencumbered	February 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	902,251.81	76.85	271,823.19	136,537.25
<hr/> Grand Expense Totals		1,174,075.00	1,174,075.00	902,251.81	76.85	271,823.19	136,537.25

Number of Accounts: 88

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

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

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

ITEM:

Microwave

INVENTORY #
TAG NUMBER:

1404

METHOD OF
SALE/DISPOSAL:

dumpster

SCHOOL/BUILDING
WHERE ITEM IS
HOUSED

WSE

SALE/DISPOSAL
AUTHORIZED BY:

[Signature] DATE: 2/16/22
Principal

AUTHORIZED BY:

[Signature] DATE: 2/21/22
Director of Schools

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: Automatic Bread + Dough Maker
WEST BEND (brand)
"AMERICA'S FAVORITE"

INVENTORY TAG NUMBER: NO serial #, NO tag #

METHOD OF SALE/DISPOSAL: _____

SCHOOL/BUILDING WHERE ITEM IS HOUSED Elizabethton High School

SALE/DISPOSAL AUTHORIZED BY: *Don Culbert* DATE: 2/25/22
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: Softball Batting Nets/Hardware
valued @ \$ 500.00

INVENTORY TAG NUMBER: Ø NA

METHOD OF SALE/DISPOSAL: Newspaper / Facebook / TSSAA Portal
Try to sell the items.

SALE/DISPOSAL AUTHORIZED BY: F. Hest AD-EHS DATE: 3/11/22
Principal

AUTHORIZED BY: [Signature] DATE: 3/11/22
Director of Schools

AUTHORIZED BY: _____ DATE: _____
Board Chairman

First HD-ETH

2/11/15

Try to sell the items.

Memberships / Facebook / LEADIT Project

Q NA

Norman @ \$ 200.00

2011/11 Betting Note / Hardware



Trane U.S. Inc.
10384 Wallace Alley Street
Kingsport, TN 37663
Phone: (423) 224-1150, Fax: (423) 224-1151
Service Contact: (423) 224-1150

February 10, 2022

Elizabethton City Schools
804 South Watauga Avenue
Elizabethton, TN 37643 U.S.A.

ATTENTION:

SUBJECT: Continuation of Service Agreement 110006TAD

Your Trane Service Agreement is scheduled for renewal on 4/1/2022. To assure that there will be no interruption of service and benefits to Elizabethton City Schools your Service Agreement will be extended through 3/31/2023. The adjusted Service Fees for the renewal term for all sites is set forth in the following table:

Contract Year	Annual Amount - All Sites USD	Payment USD	Payment Term
Year 1	17,133.00	17,133.00	Annual

The Annual Amount and Payment information set forth above DO NOT include applicable sales tax. Applicable sales taxes will be included upon generation of the invoice for the renewed Service Agreement. Payment of applicable sales tax is the responsibility of the Customer.

If there is any reason why this Service Agreement should not be extended through this period, please notify Trane in writing 30 days prior to the renewal date indicated above. If so notified, Trane can continue at your discretion to provide services beyond the renewal date at our standard time and material rates.

Service Fee Discount. A one-time 3.00 % discount is offered for full payment of 1 year(s) in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be 513.99 USD if this option is selected. Tax will be calculated based upon the pre-discounted price. This Service Fee discount is for advance payment only under the terms stated in this section and is not applicable to credit card transactions. Please check the box to select this discount option.

SCOPE OF SERVICE

The Scope of Service for the new agreement period will remain the same as delivered in the current period.

TERMS & CONDITIONS

Terms & Conditions for the renewal period are attached.

CLARIFICATIONS

If Elizabethton City Schools accounting procedures require a purchase order for the renewal term, please provide your purchase order number to Trane no less than 30 days prior to the renewal date.

We value your business and look forward to continuing to serve and contribute to your organization's success.

Sincerely,

Glen Johnson
Account Manager
Trane

COVID-19 NATIONAL EMERGENCY CLAUSE

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

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

CUSTOMER ACCEPTANCE

Authorized Representative

Printed Name

Title

Purchase Order

Acceptance Date

Trane's License Number:

SITE COVERAGE

The following Sites are included:

Central Office ECS	804 South Watauga Avenue, Elizabethton, TN 37643, United States
Elizabethton High School	907 West E Street, Elizabethton, TN 37643, United States
Harold McCormick Elementary	226 S Cedar Street, Elizabethton, TN 37643, United States
TA Dugger	306 W E Street, Elizabethton, TN 37643, United States

TERMS AND CONDITIONS (SERVICE)

“Company” shall mean Trane U.S. Inc..

- 1. Agreement.** These terms and conditions (“Terms”) are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the following commercial services as stated in the Proposal (collectively, the “Services”): inspection, maintenance and repair (the “Maintenance Services”) on equipment (the “Covered Equipment”), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as “Energy and Building Performance Services”). **COMPANY’S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**
- 2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
- 3. Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s Terms and Conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counteroffer will be deemed accepted. Customer’s acceptance of performance by Company will in any event constitute an acceptance by Customer of Company’s Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Services provided by Company to the date of cancellation.
- 4. Fees and Taxes.** Fees for the Services (the “Service Fees”) are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company’s normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.
- 5. Payment.** Payment is due upon receipt of Company’s invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.
- 6. Customer Breach.** Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer’s bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.
- 7. Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer’s expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer’s telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer’s communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.
- 8. Customer Obligations.** Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.
- 9. Exclusions.** Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer’s existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer’s failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement (“Pre-Existing Conditions”), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment;

and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

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

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

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

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

15. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

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

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

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the

usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

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

20. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

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

1-26.130-7 (0821)

Supersedes 1-26.130-7 (0720)



CER Membership Agreement 2022-2023 School Year

Comprehensive Educational Resources (CER) is an educational consortium that currently serves twenty-seven school districts in Northeast Tennessee and across the state. CER is a collaboration between these twenty-seven districts and The Niswonger Foundation that currently reaches approximately 124,000 students. CER began in May 2020.

Vision

Comprehensive Educational Resources aims to improve student outcomes as measured by the state assessment by giving students and teachers equal access to a variety of teacher created and reviewed materials that are aligned to Tennessee state standards, rigorous, and easily accessible. We are also committed to analyzing state assessment and benchmark data collaboratively with districts to guide instructional adjustments and improve student outcomes.

District Participation

By March 1, existing CER districts must complete a "membership agreement." The membership agreement will include the number of students from the state report card as of March 1. Districts will be invoiced from the Niswonger Foundation at the cost of \$2/per student based on the state report card as a "membership fee". For districts that join after March 1, they will complete the membership agreement based on the number of students on the state report card at the time of joining.

The membership agreement and membership fee will provide the district with access to the CER website and all materials. It will also give the district one representative on the Steering Committee and a monthly progress report to Superintendents. Finally, it will also give the district yearly reports using the state assessment data.

District Costs

In addition to the membership fee, there are optional costs associated with CER. If districts contribute a teacher to a curriculum team, districts will be responsible for compensating each teacher. This compensation could include three (3) days of flex time to compensate for creating materials. Districts can decide how this flex time will be provided to each teacher. In addition, each teacher on a curriculum team may need to be provided with three (3) days of a substitute and travel to review materials. By May 1, the Steering Committee will finalize the curriculum team compensation.

If districts participate in the CASE benchmark, there will be an annual contract with Instructure that meets the needs of the district.

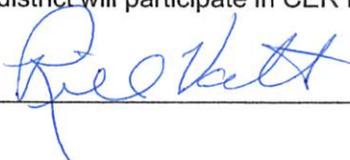
If districts participate in Learning Together, our common professional development day, there will be a per person registration fee. Districts will have to decide by January if they are going to participate in Learning Together.

District: Elizabethton City

Number of students on the state report card: 2,546

By signing and returning the membership agreement, your district will participate in CER for the 2022-23 school year.

Name: Richard VanHuss

Signature: 

26?

ECS TRANSPORTATION REQUEST FORM

TYPE OF TRIP:

FIELDTRIP ATHLETIC/BAND EXCURSION ACADEMIC COMPETITION

METHOD OF TRANSPORTATION:

SCHOOL BUS RENTAL VEHICLE WALKING

DATE OF REQUEST: 2/8/22 GROUP/TEAM/GRADE: EHS Baseball

SCHOOL: Elizabethton HS DATE OF TRIP: 4/8/22 - 4/9 DEPARTURE TIME: 1:00 PM RETURN TIME: 5:00 PM on 4/9/22

YES NO
DESTINATION IS GREATER THAN 50 MILES

Gordonsville, TN
DESTINATION

YES NO
DESTINATION IS OUT-OF-STATE

ADDITIONAL STOP 1

YES NO
DESTINATION IS ON BOARD APPROVED LIST

ADDITIONAL STOP 2

30
TOTAL NUMBER INVOLVED

ADDITIONAL STOP 3

1
NUMBER OF BUSES OR VANS NEEDED

ADDITIONAL STOP 4

N/A
COST PER STUDENT (if applicable)

YES NO NA
PERMISSIONS SLIPS OBTAINED

YES NO NA
CAFETERIA NOTIFIED IF STUDENTS WILL MISS LUNCH

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

NAMES & CELL NUMBERS OF CHAPERONES/SPONSORS:

Ryan Presnell (423) 525-0747 Adam Copeland (423) 773-3122
Reid Casey (423) 571-2749 Hunter Hodges (423) 895-9711

SPONSOR'S NAME

SPONSOR'S EMAIL ADDRESS

ITEMS BELOW - TO BE COMPLETED BY ADMINISTRATION

BUILDING ADMINISTRATOR:

F. Holt
ADMINISTRATOR'S SIGNATURE

APPROVED DENIED

ADMINISTRATOR'S EMAIL ADDRESS

SYSTEM ADMINISTRATOR:

APPROVED DENIED

TRANSPORTATION DIRECTOR

TO BE COMPLETED BY DRIVER:

DEPARTURE TIME RETURN TIME TOTAL TIME DRIVER'S SIGNATURE

*SIGN UPON RETURN FROM TRIP

*TRIP SPONSOR'S SIGNATURE

ELIZABETHTON CITY SCHOOLS

2022 K-12 CALENDAR 2023

AUGUST 2022					SEPTEMBER 2022					OCTOBER 2022				
MON	TUE	WED	THU	FRI	MON	TUE	WED	THU	FRI	MON	TUE	WED	THU	FRI
1 TEACHER INSERVICE DAY	2 TEACHER WORKDAY	3 	4 ELECTION DAY TEACHER WORKDAY	5 TEACHER INSERVICE DAY				1	2 PR	3	4	5 X	6	7
8 FIRST FULL DAY	9	10	11	12	5 LABOR DAY	6	7	8	9	10	11	12	13	14
15	16	17	18	19	12	13	14	15	16	17	18	19	20	21
22	23	24	25	26	19	20	21	22	23 PARENT TEACHER CONF.	24	25	26	27	28 PD DAY
29	30	31			26	27	28	29	30	31				
NOVEMBER 2022					DECEMBER 2022					JANUARY 2023				
MON	TUE	WED	THU	FRI	MON	TUE	WED	THU	FRI	MON	TUE	WED	THU	FRI
	1	2	3	4				1	2	2 PD DAY	3 TEACHER WORKDAY	4	5	6
7 PD DAY	8 ELECTION DAY PD DAY	9	10	11	5	6	7	8	9	9	10	11	12	13
14	15	16 PR	17	18	12	13	14	15	16 X	16 MARTIN LUTHER KING DAY	17	18	19	20
21	22	23	24	25	19	20	21	22	23	23	24	25	26	27
28	29	30			26	27	28	29	30	30	31			
FEBRUARY 2023					MARCH 2023					APRIL 2023				
MON	TUE	WED	THU	FRI	MON	TUE	WED	THU	FRI	MON	TUE	WED	THU	FRI
		1	2	3 PR			1	2	3	3	4	5	6	7 GOOD FRIDAY
6	7	8	9	10	6	7	8	9	10 X	10	11	12	13	14
13	14	15	16	17	13	14	15	16	17	17	18	19	20	21
20 PD DAY	21	22	23	24	20	21	22	23	24 PD DAY	24	25	26	27	28
27	28				27	28	29	30	31					
MAY 2023					KEY									
MON	TUE	WED	THU	FRI	<p>1ST SEM DAYS: 83 2ND SEM. DAYS: 90</p> <p>173 - STUDENT DAYS 7 - PROF. DEV. DAYS 180 - TOTAL DAYS</p> <p> 4 - TEACHER WORKDAYS 3 - ALT. INSERVICE DAYS</p> <p> 2 - TEACHER INSERVICE HOLIDAYS AND BREAKS</p> <p> 7 - PROF. DEV. DAYS</p> <p> 3 - ABBREVIATED DAYS: GRADES K-5 (8:00 - 11:46 AM); GRADES 6-12 (7:45-11:16 AM)</p> <p> 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)</p> <p>PR - PROGRESS REPORTS 6 - STOCKPILED INCLEMENT WEATHER DAYS</p> <p>X - END OF GRADING PERIOD</p> <p> - FIRST/LAST STUDENT DAY</p>									
1	2	3	4	5	BOARD APPROVAL DATE: 11/17/20									
8 PD DAY	9	10	11	12										
15	16	17	18	19										
22	23 X	24 TEACHER WORKDAY	25	26										
29 MEMORIAL DAY	30	31												

February 28, 2022

Mr. Eddie Pless, Chair
Mr. Richard VanHuss, Director of Schools,
Ms. Beth Wilson, Director of Finance, and the
Elizabethton City Schools Board of Education
804 South Watauga Avenue
Elizabethton, TN 37643-4207

Blackburn, Childers and Steagall, PLC is pleased to propose on providing the Elizabethton City Schools with various assistance with pre-monitoring preparation with policies and procedures related to ESSER 1.0, ESSER 2.0 and ESSER.3.0 funds.

Suggested assistance from BCS include:

- Research assistance related to allowed costs and expenses of ESSER funds
- Examine equipment management requirements per ESSER and Uniform Guidance requirements
- Testing of compliance with Davis-Bacon Act specific to construction contracts
- Examine current written polices, processes and internal control procedures specific to accounting for ESSER funds and reporting, including retention of records and documents
- Testing of internal controls, including allowable costs, compliance with procurement policies specific to use of ESSER funds
- Examining equipment management requirements for adherence to ESSER and Uniform Guidance requirements
- Other assistance that the Director of Schools, Federal Projects Directors and/or Director of Finance may request and BCS agrees to, specific to ESSER funds

Given the current nature of the grant funds that extend to June 30, 2024, this agreement for fiscal pre-monitoring support would conclude at June 30, 2024. Our fees will not exceed \$56,200 for these services. If additional services are requested, we would propose an additional fee at that time.

Also, given the nature of changes to these federal funds and given the likelihood the federal and/or state agencies, including the Tennessee Comptroller's office, Department of Education and State of Tennessee Department of Education may provide additional recommendations or guidance, we will discuss any such changes with you at that time. Depending upon the nature of such revisions, we would discuss any additional testing, procedures and fees with the Director of Schools and/or the Director of Finance. Our procedures will be guided in part from information from the Tennessee Department of Education, Tennessee Comptroller's Office and the Office of Management and Budget Compliance Supplement.

These services will not constitute an external audit or review and we will not express an opinion or any form of assurance on them. Please note that our engagement cannot be relied on to disclose errors, fraud, or illegal acts that may exist. However, we will inform you of any such matters that come to our attention.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

We appreciate the opportunity to be of service to the Elizabethton City Schools and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return it to us.

Very truly yours,

BLACKBURN, CHILDERS & STEAGALL, PLC



Kevin R. Peters, CPA
Member of the Firm

RESPONSE:

This letter correctly sets forth the understanding of the Elizabethton City Schools Board of Education.

By: _____

Title: _____

Date: _____

Elizabethton City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Board Members Legal Status	Descriptor Code: 1.102	Issued Date: 10/22/92
		Rescinds: ABC	Issued: 08/24/90

1 The legal status of board members shall be as follows:¹

2 **NUMBER**

3 The Board is composed of five (5) members.

4 **QUALIFICATIONS**

5 Members of the Board shall be residents and voters of the city **of substantially equal population,**⁵ and
6 shall be citizens of recognized integrity, intelligence, and ability to administer the duties of the office.^{1,2}
7 To qualify as a candidate, an individual must show proof of graduation from high school or receipt of a
8 GED **or HiSET.**³ No member of the City Council nor any other city **governmental** official shall be
9 eligible for election as a member of the Elizabethton City Board of Education.^{2,4}

10 **TERMS OF OFFICE**

11 Members of the Board shall serve four (4) year terms.^{5,1}

12 ~~**METHOD OF ELECTION**~~

13 ~~Members of the Board shall be elected at large by qualified voters of Elizabethton at the regular city~~
14 ~~elections.~~

15 **VACANCIES**

16 Vacancies shall be declared to exist on account of death, resignation, removal ~~from the district which~~
17 ~~elected him, removal from the school system,~~⁴ or through due process proceedings.^{2,5}

18 When a vacancy occurs, the unexpired term shall be filled ~~within 30 days by an affirmative vote of a~~
19 ~~majority of the remaining Board members.~~⁷ **at the next regular or special meeting of the local legislative**
20 **body.**⁶ Such appointment shall continue until the next regular election.

Legal References:

1. TCA 49-2-201
2. TCA 49-2-202(a)(1)
3. TCA 49-2-202(a)(2)
4. TCA 8-47-101; TCA 49-1-611
5. TCA 49-2-202(e); TCA 8-48-101(3)
6. Tennessee Constitution, Article VII, Section 2

Legal References

1. TCA 49-2-201(a)(1)
2. TCA 49-2-202(a)(1)
3. TCA 49-2-202(a)(4)
4. TCA 49-2-202(a)(2)
5. TCA 8-47-101; TCA 49-1-611; TCA 49-2-202(e)(2)
6. TCA 49-2-202(e)(1)

Elizabethton (101) Public District - FY 2023 - Math Implementation Support Grant - Rev 0 - Math Implementation Support Grant

LEA ID#

101

LEA Name

Elizabethton City Schools

LEA Official Address

Street

804 S. Watauga Ave

City

Elizabethton

Zip Code

37643

Phone

423-547-8000

LEA Website

<https://www.ecschools.net/>

Director of Schools

Name

Richard VanHuss

Email

richard.vanhuss@ecschools.net

Phone

423-547-8000

Math Implementation Support Grant Point of Contact

Name

Myra Newman

Email

myra.newman@ecschools.net

Phone

423-547-8000

Program Details

Elizabethton (101) Public District - FY 2023 - Math Implementation Support Grant - Rev 0 - Math Implementation Support Grant

Please provide in the box below a narrative of at least five hundred (500) words in length detailing your math implementation support plan. Within the narrative, please make sure you address the following:

- The districts intent to adopt and purchase State approved (recommended by TN Textbook and Instructional Materials Quality Commission and approved by TN State Board of Education) comprehensive kindergarten through grade twelve math curriculum prior to the start of the 2023-24 academic year that shall be implemented during the 2023-24 academic year. The narrative should include details on how the district will either use ESSER funds, or allocate other identified funds, for this purpose.
- How the district plans to dedicate support to teacher implementation of these new materials specifically how the district plans to leverage principals, coaches, and/or school leaders within this grant opportunity.
- Details on anticipated scope (e.g., grade level focus) with a rationale and desired outcomes as well as the district's plan for how they anticipate this grant opportunity will support and fit into their overarching math High Quality Instructional Materials ("HQIM") implementation goals.
- An indication of willingness to evaluate your implementation data, reflect on the implementation plan, adjust as deemed necessary by the State, and share data (screeners, IPG, teacher survey data, etc.) to support the districts success and the success of this project for students in Tennessee.
- A clear indication of how the district will use this partnership grant, as the grant recipients will have autonomy to choose its vendor resources from the State approved list. Responses should be grounded in an understanding of how partnerships with State qualified professional learning vendors (vendors will be qualified through a State Request for Proposals, currently in development) can be a lever that propels change strategically and with high impact.

Elizabethton City Schools will adhere to all TDOE textbook adoption guidelines throughout the process of adopting High-Quality Instructional Materials (HQIM) for the content area of Math during the 2022-2023 SY. Our goal is to partner with an outside vendor to support our district through this process and to identify the best HQIM that matches

the needs of our district. General Purpose funds designated for textbooks will be utilized to purchase identified HQIM with the sole purpose of implementing it in SY 2023-2024.

Elizabethton City Schools will work in collaboration with the selected vendor to strategically plan the scope of work for the two-year partnership. An analysis of our district math data will be conducted to identify our greatest area(s) of need. Current data indicates high school math, Algebra I, Algebra II, and Geometry, as an area of need for improvement. Additional system data will be analyzed to develop a full scope of work to strengthen math instruction throughout the district. The strategic planning process will help us to either broaden or narrow our scope of work.

Our goal, through this partnership, is to build the capacity of our building administrators and teachers of math in content knowledge, use of High-Quality Instructional Materials (HQIM), and effective research-based instructional strategies and practices for teaching math. Capacity building for our Principals, Instructional Coaches, and Learning Leaders (Teacher Leaders) will consist of training on the TN Math Instructional Practices Guide (IPG) walkthrough tool. This training would also consist of coaching sessions that would support our leaders in norming the walks and how to utilize the information gathered during the walks to support teachers in the implementation of HQIM and effective research-based math strategies. Our leader training will focus on the Instructional Focus Document (IFD) and how to use this tool in conjunction with the IPG tool to best support teachers. Because we believe students need to be doing the cognitive lift; it is important for both the leaders and teachers to develop the skills on how to analyze student work to determine if tasks are on grade level and determine the mastery level of students to support and provide the next steps needed in the TIER I instruction. We will work with our vendor to develop a scope of work to build the capacity of our teachers as well. The teacher capacity building scope of work would include teacher training on the TN Math IPG tool, the Instructional Focus Document, effective research-based instructional strategies and practices for teaching math, analyzing student work, and unit/lesson preparation.

Elizabethton City Schools is willing to evaluate our Math Implementation Plan by analyzing growth on the IPG walkthroughs, progress monitoring students projected achievement, and conducting teacher surveys. Data from these evaluation tools will be reflected upon to develop action plans to drive our goal of improvement of math success for all students.

Is your organization an LEA or Charter School?

LEA ▼

For LEAs only:

Will charter schools within your district also be applying for this grant?

No ▼

Resources

[Click here to open the application guidance document.](#)

Budget

Elizabethton (101) Public District - FY 2023 - Math Implementation Support Grant - Rev 0 - Math Implementation Support Grant

Account Number	Total
72210 - Support Services/Regular Instruction Program	\$0.01
Total	\$0.01
Adjusted Allocation	\$0.01
Remaining	\$0.00

Budget Detail

Elizabethton (101) Public District - FY 2023 - Math Implementation Support Grant - Rev 0 - Math Implementation Support Grant

72210 - Support Services/Regular Instruction Program - \$0.01 ▾

Budget Detail		Narrative Description
Account Number:	72210 - Support Services/Regular Instruction Program	Funds will be utilized to partner with an outside vendor to support implementation of new State Math Standards and new HQIM.
Line Item Number:	399 - Other Contracted Services	
Optional Program Code:		
Location Code:	Elizabethton (101)	
Quantity:	1.00	
Cost:	\$0.01	
Line Item Total:	\$0.01	
Total for 72210 - Support Services/Regular Instruction Program:		\$0.01
Total for all other Account Numbers:		\$0.00
Total for all Account Numbers:		\$0.01
Adjusted Allocation:		\$0.01
Remaining:		\$0.00

Budget Overview

Elizabethton (101) Public District - FY 2023 - Math Implementation Support Grant - Rev 0 - Math Implementation Support Grant

Filter by Location: All - \$0.01 ▼

Line Item Number	Account Number	72210 - Support Services/Regular Instruction Program	Total
399 - Other Contracted Services		0.01	0.01
Total		0.01	0.01
Adjusted Allocation			0.01
Remaining			0.00

Assurances

Elizabethton (101) Public District - FY 2023 - Math Implementation Support Grant - Rev 0 - Math Implementation Support Grant

An authorized LEA or public charter school representative must sign below to indicate approval of the contents of the LEA or public charter school application and these Assurances for the MATH IMPLEMENTATION SUPPORT GRANT.

- * The undersigned authorized representative hereby applies for the program funds requested in the application on behalf of the identified LEA (Grantee). These Assurances, together with all application information submitted by the LEA, constitute the "Grant Contract."**

The Grantee hereby agrees to the following Assurances:

1.	The Grantee shall submit TN Math Instructional Practice Guide ("TN Math IPG") data to the State to track impact of math implementation support.
2.	The Grantee shall participate in math implementation grant support as detailed below for two (2) years. a) The Grantee shall select Grant-funded vendor supports from the following State approved list of services: i. Lead conversations to help identify a district's greatest area of need to be the focus area for the district for the duration of the two (2) year grant. ii. Lead the district in HQIM knowledge building activities prior to the district beginning to use the TN Math IPG as a walkthrough tool. iii. Focused leader walk-through training for School Leaders and district leaders on how to use the TN Math IPG.

	iv. Focused leader walk-through training or coaching on how to provide teacher support with TN Math IPG.
	v. Unit Preparation/Lesson Preparation training for math lessons.
	vi. 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.
	vii. Coaching on the use of Instructional Focus Documents ("IFDs") in tandem with the TN Math IPG.
	viii. Training for math educators in effective research-based instructional strategies (e.g., Concrete-Representation-Abstract (CRA) strategies) and practices for teaching math
	ix. Embedded lesson support for foundational math skills in grades kindergarten through grade two (K-2).
	x. Training and support for curriculum-embedded Assessments that determine additional supports necessary for students during Tier I instruction.
	xi. Training and support on using the IFD's to strengthen mathematics instruction.
	xii. Training and support for tutoring programming design
	xiii. As determined by the Grantee the services may be provided in a variety of ways such as on-the-ground training and support, webinars, synchronous or asynchronous trainings, etc.
	b) The Grantee shall securely share the following impact data with the State:
	i. Scope of selected partner services with vendor and quarterly vendor performance reviews

	ii. TN Math IPG monthly tracker data for teachers in the district's area of focus quarterly
	iii. Teacher semiannual efficacy survey
	iv. Quarterly Math Implementation Support Reports
c) Project Management	<p>i. The Grantee's Project Coordinator shall ensure that the district selects a State approved vendor and that the vendor meets service expectations outlined in the vendor's contract with the State and in accordance with local purchasing policies and procedures. The Grantee shall submit report performance reviews quarterly (on the last business day on or before Sept. 30, Dec. 30, March 30, June 30) to the State.</p> <p>ii. The Grantee's Project Coordinator shall provide the district determined focus area by September 30, 2022.</p> <p>iii. The Grantee's Project Coordinator shall provide the State with IPG trackers</p> <p>iv. The Grantee's Project Coordinator shall ensure all teachers complete the semiannual efficacy survey.</p>
	d) In addition to vendor-based support, Grantee shall participate in two (2) of the three (3) State led grand division district HQIM trainings.

Grant Assurances

1. Administration of the program, activities, and services covered by this Grant Contract shall be in accordance with all applicable state and federal statutes, regulations, and the approved application.

2. The Grantee shall use its own documented procurement procedures in the event of contracted services, which reflect applicable state and local laws and regulations provided that the procurements conform to applicable federal law and regulations.

3. The Grantee shall use fiscal control and fund accounting procedures and shall ensure proper disbursement of, and accounting for federal funds received and distributed under this program.

4. The Grantee shall adopt and use proper methods of administering such program, including a) the enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out each program; or b) the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation.

5. The Grantee shall administer such funds and property to the extent required by authorizing statutes.

6. The Grantee shall maintain on-site documentation for all reimbursement requests for a period of five (5) years following the end of the Grant Contract period. The Grantee shall provide such documentation to the State as requested.

ESSER Assurances

1. The Grantee shall to the greatest extent practicable, continue to pay its employees and contractors during the period of any disruptions or closures related to Coronavirus.

2. The Grantee shall report spending progress and reimbursement request on a monthly basis to the TDOE, along with any other required documentation.

3. The Grantee shall track in its standard accounting program ESSER 3.0 funds separately from ESSER 1.0 and 2.0 funds.

4. All programs, services, and activities covered by this Grant Contract will be operated in accordance with state and federal laws, regulations, as well as approved policies and rules as established by the Tennessee State Board of Education and the TDOE. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards are available [here](#).

<p>5. Expenditures shall be in compliance with the standard accounting procedures and guidelines established by the TDOE, federal legislation, and F&A Accounts Policy 03.</p>
<p>6. Recognize that State approval of an application does not relieve the Grantee of its responsibility to comply with all applicable program and fiscal requirements.</p>
<p>7. Grant funds shall not be expended in any manner other than as outlined in the budgeted section of the approved grant application. Funds shall only be expended for allowable costs. Any changes to the original budget must be pre-approved by the TDOE before line items are modified. The Grantee acknowledges that this program is subject to funds availability and that the TDOE reserves the right to terminate program activities and expenditures for convenience at any time.</p>
<p>8. Use fiscal control and fund accounting procedures that ensure proper disbursement of and accounting for federal funds paid to that agency under each program as noted in <u>Cash Management Improvement Act (CMIA) 7211R rule.</u></p>
<p>9. Keep such records, and provide such information to the TDOE, as may be reasonably required for fiscal audit, data reporting, and program evaluation.</p>
<p>10. Program activities, expenditures, and records shall be subject to monitoring by the TDOE. Grantees shall maintain documentation of all expenditures and shall submit this documentation with the final report.</p>
<p>11. Activities shall align with the intent and purpose of the CRRSA and CARES Acts as outlined in the H.R. 748 legislation. Allowable services, activities, and expenditures funded with the CARES Act align with the ESEA, IDEA, and Perkins, and other allowable programs shall be provided in compliance with established Federal and State Rules, Regulations, & Minimum Standards.</p>
<p>12. Special Education and Related Services shall be provided in compliance with established Federal and State Rules, Regulations, & Minimum Standards.</p>
<p>13. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in any program or activity receiving Federal financial assistance.</p>
<p>14. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in any education program or activity receiving federal financial assistance; and Tennessee Department of Education Technical Application Guide: ESSER Fund 3.0 22 May 2021</p>

15. All regulations, guidelines, and standards issued by the TDOE and U.S. Department of Education.

State of Tennessee Assurances

* The LEA agrees to the State of Tennessee Assurances and has sent **Attachment A** to cpo.auditnotice@tn.gov.

[Click here to download the State of Tennessee Assurances.](#)