

# ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION

## REGULAR SCHEDULED MEETING

*Thursday, May 19, 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, May 19, 2022, at 5:30 PM in the Mack Pierce Board Room, 804 South Watauga Ave , Elizabethton, TN 37643.

1. **CALL TO ORDER**
2. **MOMENT OF SILENCE**
3. **PLEDGE TO THE FLAG**
4. **APPROVE CONSENT AGENDA AND REGULAR AGENDA**
5. **TIME FOR CITIZENS TO SPEAK**
  - A. There have been no citizens ask to appear before the Board.
6. **SPECIAL RECOGNITION**
  - A. Recognition of EHS Students and Programs:

Recognition of Health Science Certified Nursing Assistants (Industry Certifications).

Recognition of Future Business Leaders of America (FBLA).

Recognition of Recipient of State Future Farmers of America Degree.

Recognition of Audio/Video Production Winners.

Recognition of Work Ethic Distinction Winners.

Recognition of CSI Team Winners.

Recognition of Aviation Program students.

Recognition of Aviation Supporters.

Steve Brumit and John Brumit-N734ZT Aircraft Owners

Lt. Col. Bill Powley-F.L.I.G.H.T. Foundation

Brad Hardie-\$5,000.00 Donation to EHS Aviation Program

- B. Recognition of the T. A. Dugger golf team.
  - C. Recognition of Bryson Rollins, EHS Football Player.
7. **CONSENT AGENDA**
- A. Minutes of Regular Meeting: April 21, 2022.
  - B. Approve General Purpose Fund Financial Statement, April 30, 2022.
  - C. Approve Federal Projects Fund Financial Statement, April 30, 2022.
  - D. Approve School Nutrition Fund Financial Statement, April 30, 2022.
  - E. Approve a Memorandum of Understanding between Elizabethton City Schools and Frontier Health for the 2022-2023 School Year.
  - F. Approve a Memorandum of Understanding between Elizabethton City Schools and Northeast State Community College for the 2022-2023 School Year.
  - G. Approve the 2022 CCLC Corhort Grant.
  - H. Approve FY22 Literacy Training Teacher Stipend Grant.
  - I. Approve the Elizabethton (101) Public District FY 2022 Summer Learning Camps Application.
  - J. Approve renewal of RFP 2019-2020-02, Pest Control Services with Chappell's Pest Control for the fiscal year of July 1, 2022 - June 30, 2023. This contract will provide pest control services at six Elizabethton City School facilities at \$4,800.00 annually.
  - K. Approve second reading of revised Board Policy 6.206, Transfers within the System.
  - L. Approve second reading of revised Board Policy 6.600, Student Records.
  - M. Approve rejecting bids received for Baseball Hitting Facility.
  - N. Approve an Equipment Disposal Request from John Minton, Principal at EHS for the disposal of a green stool from the Science Pod to be trashed.
  - O. Approve an Equipment Disposal Request from Chris Berry, Principal at T. A. Dugger for the disposal of the following items: Sound cart, Yamaha Mixer, Crown Power Amp., Dual 31 bank equalizer and Tascam CD.
  - P. Approve an Equipment Disposal Request from Chris Berry, Principal at T. A. Dugger for the disposal of old Dell Desktops, monitors, and keyboards, to be recycled.
  - Q. Approve travel submitted by Jason Clevinger, for the FBLA Students at EHS to travel to the FBLA National Competition in Chicago, Illinois, June 28, 2022, through July 3, 2022.
8. **REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS**
- A. Personnel Report
    - a. NEW: Lou Ann Mollish, Cook at EHS, effective March 11, 2022; Cassidy Selvage, ESP Student Leader (Systemwide), effective April 28, 2022; Cody Broussard, Community Involvement-Swim Instructor at EHS, effective May 2, 2022; Maggie Johnson, ESP Student Leader, (Systemwide), effective May 2, 2022; Taylor Owens, ESP Student Leader (Systemwide), effective May 5, 2022; Clarissa Gray, ESP Student Leader (Systemwide), effective May 9, 2022.

ADDITIONAL POSITION: Victoria Nanney, Varsity Cheerleading Coach at

EHS, Effective May 3, 2022; Lindsay "Makailah" Shell, ESP Student Leader (Systemwide), effective May 4, 2022;

TRANSFERS: Malarie Guinn from PT Assistant to the Teacher at HME, to FT Assistant to the Teacher at WELC, beginning April 25, 2022; Charlotte MacDonald from PT Substitute Cook to Substitute Cook, effective May 2, 2022.

LEAVE OF ABSENCE: Cathy Sanders from May 16, 2022, to May 24, 2022; Rachael Williams, Athletic Admn. Asst. at EHS from April 28, 2022, through June 6, 2022; Sandy Cox from April 26, 2022, through May 6, 2022; Tracy Holliday from May 26, 2022, through July 29, 2022; Sandy Cox, Educational Assistant at HME, from April 26, 2022 through May 24, 2022.

RESIGNATIONS: Linda Espino, ESP Student Leader (Systemwide), effective April 26, 2022; Dru Williams, ESP Student Leader (Systemwide), effective May 10, 2022; Pam Campbell, ESP Student Leader (Systemwide), effective May 23, 2022; Megan Ellis, Varsity Cheerleading Coach at EHS, effective May 2, 2022; Carrie Ward, Educational Assistant at EHS, effective May 25, 2022; Nancy Matherly, ESP Student Leader, (Systemwide), effective April 20, 2022; Tiffany Rainey, Educational Assistant at WS, effective May 25, 2022; Skylar Steele, Educational Assistant at WSE, effective May 25, 2022; Leslie Georgiou, Educational Assistant at HME, effective May 25, 2022; Jennifer Campbell, Cafeteria Personnel at TAD, effective May 4, 2022.

RETIREMENTS: W. Barry Johnson, Physical Education Teacher at T. A. Dugger, effective May 26, 2022, Peggy Moore, Library Assistant at EHS, effective May 25, 2022; Bill McClay, Boys' Head Soccer Coach at EHS, effective May 28, 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 permission for the Board Chair to negotiate a new employment contract with Director of Schools, Richard VanHuss.
  - B. Approve the Elizabethton City Schools FY 2022-2023 Budget.
  - C. Approve purchase of Trane HVAC Equipment for Harold McCormick Elementary School in the amount of \$353,174.00, to be paid for using ESSER 2.0 funds.
  - D. Approve a 3-year Contract with Hapara to provide device monitoring and safety software beginning July 1, 2022, in the amount of \$66,864.00, to be paid for with Best for All District Grant funds.
  - E. Approve Contract with Summers-Taylor, Inc. to construct an additional parking area for East Side Elementary School at a cost of \$248,979.00.

- F. Approve a Contract between Elizabethton City Schools and Physical Therapy Services, P.A. for physical therapy and occupational therapy from August 1, 2022, through July 31, 2023, contract is renewable for four years.
  - G. Approve a Contract between Elizabethton City Schools and Deborah L. Curlee Communication Consultants, LLC, d/b/a Sidekick Therapy Partners for the 2022-2023 School Year.
  - H. Approve awarding RFP 2022-2023-LAWN for Lawn Maintenance Services to G & R Lawn Care for the fiscal year of July 1, 2022 - June 30, 2023, in the annual amount of \$92,595.00.
  - I. Approve Cook's Mechanical to complete preventative maintenance on cafeteria equipment for the 2022-2023 School Year.
10. **FOR YOUR INFORMATION**
11. **NEXT REGULARLY SCHEDULED BOARD MEETING**
- A. The next regularly scheduled Board Meeting will be held on the 16th day of June 2022, at 5:30 p.m. in the Mack Pierce Board Room in the offices of the Elizabethton Board of Education, located at 804 S. Watauga Avenue, Elizabethton, Tennessee.
12. **ADJOURN**

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

The Elizabethton Board of Education met in a regular meeting on Thursday, April 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 Phil Isaacs 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 have asked to appear before the Board.

SPECIAL RECOGNITION

Recognition of the CER Curriculum Review Teams.

Mr. VanHuss recognized the work the CER Curriculum Review Teams have done. Very appreciative of teachers to share material with others. We're very proud of everything they do!

Recognition of the Drama Department Students from EHS and TAD.

Fall 2020 in the middle of a film project, but hybrid was not good. Opportunity to have a musical. Catch was it had to be filmed. Buckled down last year and made an

hour-long film using adobe, industry style cameras and produced Beauty and the Beast in an hour-long production. Learned a lot. First full on stage film "The Adams Family". Hoping to grow forensics in the future. Upcoming events are "That's Not How I Remember It" and "Oz". May 6th at 7:30 and May 7th, 2:30 and 7:30 at the Bonnie Kate Theater. That's Not How I Remember It is a romp in the 80's. OZ is a story of grief as told by Oz himself. Liken it to a Pixar movie, lighthearted, then hard truth, then back up again. We've accomplished a lot and am very proud of them.

Mr. Wilson: Stated the quality of production was unbelievable. They did an amazing job.

Recognition of the EHS Marching Band.

Students have exceeded all his expectations. Truly special at EHS, and looking forward to next year. Won three local competitions. Tennessee High (Music in the Castle) John Battle Invitational and Carnes Invitational. Western Carolina where they were the Reserved Grand Champion and beat a Nationally ranked band and were second to Dobyns Bennet. 2A State Championship, 2nd Place Reserve Grand Champions, and the Color Guard won a State Championship. Seven students made All-State East Ensemble. Concert Bands were split into, one went to an assessment and received an excellent rating and had 100+ Superior Ratings at a Solo Ensemble event. Spring Concert to be held Thursday, May 5th. Also, one All State Student, Ethan Horton, just found out he's 5th Chair in the All State Band Competition. Senior's are the reason they did very well. He acknowledged that Perry Elliott had these children for three years prior to Mr. Valentine. He's appreciative and thankful for their hard work.

Recognition of the TSBA SCOPE 2022 Conference Students from EHS.

Dr. Minton shared in 2018 EHS opened up the opportunity for students to apply to attend Scope Conference. Opportunity for student leaders across Tennessee to learn about School Boards and how they work. EHS had eleven applicants this year. Students were interviewed and asked questions pertaining to the debate questions that would be asked at Conference. Elijah Smith, Ashlyn Meadows, Kaitlyn Glover, and Ryleigh Ruble were chosen. They had to debate issues they didn't agree on, then

have a School Board Meeting. Thanks to Mr. Hensley for promoting. Just want them to know how proud we are of them for representing ECS with class. Student leadership is important.

### CONSENT AGENDA

Minutes of Regular Meeting: March 17, 2022

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

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

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

Approve second reading of Board Policy 1.102, Board Members Legal Status.

Approve Memorandum of Understanding (MOU) with Frontier Health for a School-Based Behavioral Health Liaison to provide early intervention, prevention, consultation, assessment, and referral services to Elizabethton City Schools.

Approve Interquest Detection Canines Agreement for 2022-2023.

Approve Equipment Disposal Request from Brian Culbert, CTE Director at EHS for the disposal of two manual sphygmomanometers and blood pressure cuffs and one manikin.

Approve an Equipment Disposal Request from Eric Wampler, Principal at HME for the disposal of textbooks.

Approve an Equipment Disposal Request from Dr. Jon Minton, Principal at EHS, for the disposal of a potters wheel and kiln to be sold on Gov Deals.

Approve an Equipment Disposal Request from Dr. Jon Minton, Principal at EHS, for the disposal of a wooden bookshelf to be thrown away.

Approve an Equipment Disposal Request from Jon Minton, Principal at EHS for the disposal of an Adams Vibraphone and Majestic Marimba to be sold.

Approve an Equipment Disposal Request from Travis Hurley, Principal at ES for the disposal of two shelving units to be thrown away.

Approve travel to Knoxville, Tennessee for Nursing Education students to take the CNA Certification Exam for Spring 2022, on Friday, May 6, 2022.

Approve travel for the FBLA State Conference winners to travel to the FBLA National Conference in Chicago, Illinois June 27, 2022 through July 4, 2022.

Approve travel for Director of Schools to attend the TOSS Legislative Update on Monday, May 16th at Sarah Simpson PD & Technology Center in Knoxville, Tennessee.

## REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS

### Personnel Report

NEW: Alexis Kirby, ESP Student Leader, Systemwide, effective March 30, 2022; Jan Broome, Tn All Corp Instructional Asst. at HME, effective April 4, 2022; Hailey Ingle, Asst. to the Teacher at ESE, effective March 23, 2022; Bonnie White, SPED Asst./Lunchroom Monitor at WSE, effective April 4, 2022; Dolly Ruddlesden, Substitute Cafeteria Personnel, Systemwide, effective March 17, 2022; Morgan Roszel, Swim Instructor/Lifeguard at EHS, effective March 16, 2022; Dalton Roszel, Lifeguard/Swim Instructor at EHS, effective March 7, 2022; Codi Taylor, Educational Assistant at HME, effective April 4, 2022; Lindsay "Makailah" Shell, Interim TNAC Teacher at HME, effective April 29, 2022 through May 25, 2022.

ADDITIONAL POSITION: Isayah Balaicuis, E-Sports Coach at EHS, effective March 21, 2022; Abbie Grindstaff, Asst. to the Teacher at WSE, effective March 24, 2022.

TRANSFERRED: Megan Reid, Interim Kindergarten Teacher at HME, effective April 4, 2022, through May 25, 2022; Sienna Brown, from P/T Educational Asst. to F/T TN All Corp Instructional Asst. at TAD, effective March 15, 2022; Dolly Ruddlesden, Cafeteria Personnel at EHS, from Substitute Cook to P/T Cook, effective March 21, 2022; Leanna Murdock, from TNAC Teacher-ELA Teacher to ELA Teacher, effective April 8, 2022.

RESIGNED: Barry Edney, Boys Asst. Basketball Coach at EHS, effective April 1, 2022; Elizabeth Austin, Tn All Corp Instructional Asst. at HME, effective March 24, 2022; Crystal Carpenter, Cafeteria Personnel at EHS, effective March 11, 2022; Bill McClay, Girls' Head Soccer Coach at EHS, effective March 16, 2022; Megan Ramirez, ESP Student Leader, Systemwide, effective March 19, 2022; Faith

Simmons, ESP Student Leader, Systemwide, effective April 6, 2022; Lela Fasciano, Educational Assistant at ESE, effective April 15, 2022; Sarah Bowers, Educational Assistant at WELC, effective April 4, 2022; Emilee Carver, Asst. Volleyball Coach at EHS, effective April 12, 2022.

LEAVE OF ABSENCE: Beth Stevens, Teacher at HME, from April 4, 2022, through May 25, 2022; Shelley Smithdeal, Speech Therapist at WSE, from March 16, 2022, through May 25, 2022; Kathryn Daugherty, Math Interventionist at HME, from April 4, 2022, through May 25, 2022; Tracy Hayes, Registrar at TAD, from April 25, 2022, through May 6, 2022; Debbie Estep, Teacher at HME, from April 11, 2022 through April 26, 2022.

OTHER: Shawna Valentine, name change from Shawna Kelley, effective March 24, 2022; Brittany Tipton, name change from Brittany Starnes.

#### Director's Update

Ms. Malone and art Teachers across system had first community art show. Over 40 pieces of art by our students at the new Chamber of Commerce Building. It was fantastic! Students were so proud of their work! All 40 pieces of artwork were sold. They raised over \$1,500.00 with proceeds going to the Isaiah 117 House. Great way to recognize students and their talents. Thanks to Ms. Malone, Mr. Roberts, Ms. Miller, Ms. Harris and Ms. Berry for all their work. Putting pressure on Ms. Malone for next year! Great night.

Continue to follow new funding formula. Looks promising. Updates to come. All Directors in NE Tn. sent letters in support of the new funding formula. Excited about the potential benefits to come.

EHS hosted the Chamber Membership Breakfast this morning. Great chance for community to see all the good things going on in our schools. Visit from XQ Super School Institute as well. Potential for future partnerships with that organization. Thankful for all they've done!

We have another mental health counselor through a grant approved. We now have

three and appreciate the partnership with Frontier Health. Potential to add one for every school or one per 250 students. State recognizes this is a huge need.

#### Board Member Reports

Dr. Minton great job this morning. Thanks for a great morning!

#### City Council Liaison's Report

#### Student Liaison's Report

Mental Health: It means a lot to see the School Board adding these things. Multiple students have asked for this for a long time.

### REGULAR AGENDA

Approve first reading of revised Board Policy 6.206, Transfers Within the System.

Motion was made by Danny O'Quinn, second by Jamie Schaff to approve first reading of revised Board Policy 6.206, Transfers Within the System. Motion carried.

Phil Isaacs: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Legislature enacted a procedure for all districts to follow for open enrollment.

Students within the district to be able to go to different schools for which they're not zoned. We have had procedures in place for many years but felt is necessary to add language that mirrors state law. It's a little more work on our end but not that drastic a change. We will be notifying parents of spots available past the first half day. Hard to determine in April. If we have a request for a specific grade level at a specific school that exceeds slots available, a lottery process will be in place to determine who gets those spots.

Approve first reading of revised Board Policy 6.600, Student Records.

Motion was made by Danny O'Quinn, second by Phil Isaacs to approve first reading of revised Board Policy 6.600, Student Records. Motion carried.

Phil Isaacs: aye

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

aye: 5, nay: 0

The number of computer programs and software we continue to add to the district, there's a question as to who is a school system official. Ms. Owen advised we tighten up our policy. Best for All District Grant working with software company allowing teachers to monitor chromebooks in the classroom. This software company will need to be considered a school official. This is where we need to tighten policy up.

Approve the Elizabethton (101) Public District FY 2022 Fiscal Pre-Monitoring Supports Grant in agreement with Blackburn, Childers & Steagall, CPA's.

Motion was made by Danny O'Quinn, second by Phil Isaacs to approve the Elizabethton (101) Public District FY 2022 Fiscal Pre-Monitoring Supports Grant in agreement with Blackburn, Childers & Steagall, CPA's. Motion carried.

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

aye: 5, nay: 0

State Grant to utilize our auditors to help with ESSER reporting, tracking, and monitoring. Another layer in being transparent.

Approve the Elizabethton (101) Public District FY 2022 Best for All District Grant.

Motion was made by Danny O'Quinn, second by Jamie Schaff to approve the Elizabethton (101) Public District FY 2022 Best for All District Grant. Motion carried.

Phil Isaacs: aye

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

aye: 5, nay: 0

We've received another \$200,000.00 Grant due to ECS being designated a Best for All District. Proposing two things with this Grant. (1) Tremendous success with TN All Corp tutoring at elementary and junior high level. (2) Implement TN All Corp Tutoring program at EHS focused on math. Item F Agenda Item addresses hiring a teacher and assistant for EHS. Software Contract mentioned in previous Agenda Item also ready for approval in May.

Math not subject specific, just where needed.

Ratify a Licensed Psychologist Services Contract between Elizabethton City Board of Education and Chastity Chartier, PsyD., for psychological services for Elizabethton City Schools from April 18, 2022, through June 30, 2023.

Motion was made by Phil Isaacs, second by Mike Wilson to ratify a Licensed Psychologist Services Contract between Elizabethton City Board of Education and Chastity Chartier, PsyD., for psychological services for Elizabethton City Schools from April 18, 2022, through June 30, 2023. Motion carried.

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

aye: 5, nay: 0

We currently have two individuals performing psychological services (testing for special needs). We've had three people at one time or the other. But due to health issues we only have one at the current time. We're hopeful the psychologist with

health issues can get well and return. Currently, we need to meet timelines and this will make a difference. This has been a burden on our Special Education Department.

Approve creation of a Full-Time Teacher position and Full-Time Teacher Assistant Position to provide in-school math support at Elizabethton High School for the 2022-2023 school year, or until grant funding is exhausted.

Motion was made by Danny O'Quinn, second by Phil Isaacs to approve creation of a Full-Time Teacher position and Full-Time Teacher Assistant Position to provide in-school math support at Elizabethton High School for the 2022-2023 school year, or until grant funding is exhausted. Motion carried.

Phil Isaacs: aye

Danny  
O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Paid for by Best for All District Grant and may be able to extend it an additional year. We're hopeful it will be an asset to the high school.

Approve the creation of two part-time summer library interns and one grant manager, utilizing funding received through the American Rescue Plan (ARP): Humanities Grants for Libraries.

Motion was made by Danny O'Quinn, second by Phil Isaacs to approve the creation of two part-time summer library interns and one grant manager, utilizing funding received through the American Rescue Plan (ARP): Humanities Grants for Libraries. Motion carried.

Phil Isaacs: aye

Danny  
O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

Mike Wilson: aye

aye: 5, nay: 0

Mr. Hensley wrote a grant through ARP. Positions are specifically to do research on the building we're in (Douglas School). Internships for current college students (graduate or undergraduate) preferably with history or communications degree. Preferably former EHS students. Interns would be working in the community, holding community events, trying to bring people in for oral story telling, get artifacts (yearbooks, pictures, brochures, etc.) digitizing all the paperwork. Some might not be willing to give up their materials but might do so if we can digitize it and return it to them. Then they would organize the material over the summer.

Dustin to work as Grant Manager and reporting back to the American Library Association. Starts May 25, 2022, and just for this summer. We appreciate Mr. Hensley to tackle this task.

FOR YOUR INFORMATION

NEXT REGULARLY SCHEDULED BOARD MEETING

The next regularly scheduled Board Meeting will be held on the 19th day of May 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

Meeting adjourned by Mr. Pless.

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Chairman of the Board

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Director of Schools

Acct	2021-22		2021-22		2021-22		2021-22		Unencumbered	April 2021-22
	Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance	- YTD Act	Monthly Activity			
141 R 40110	000	3,325,000.00	3,325,000.00	89.36	353,824.74	0.00	0.00			
141 R 40120	000	83,000.00	83,000.00	51.29	40,426.55	0.00	0.00			
141 R 40130	000	18,500.00	18,500.00	38.92	11,300.16	0.00	0.00			
141 R 40140	000	24,000.00	24,000.00	48.48	12,364.79	0.00	0.00			
141 R 40162	000	62,500.00	62,500.00	0.00	62,500.00	0.00	0.00			
141 R 40163	000	4,000.00	4,000.00	6.29	3,748.42	0.00	0.00			
141 R 40210	000	2,700,000.00	2,700,000.00	51.83	1,300,566.87	0.00	0.00			
141 R 40275	000	18,000.00	18,000.00	83.17	3,029.31	0.00	0.00			
141 R 40320	000	30,550.00	30,550.00	0.00	30,550.00	0.00	0.00			
141 R 41110	000	600.00	600.00	62.25	226.50	0.00	0.00			
141 R 43511	000	300,000.00	300,000.00	108.62	-25,869.92	0.00	23,753.57			
141 R 43513	000	750.00	750.00	0.00	750.00	0.00	0.00			
141 R 43517	000	222,552.00	222,552.00	62.00	84,573.69	0.00	13,579.64			
141 R 43990	000	0.00	0.00	0.00	-10,000.00	0.00	0.00			
141 R 44110	000	10,000.00	10,000.00	39.90	6,009.99	0.00	783.76			
141 R 44120	000	1,000.00	1,000.00	10.00	900.00	0.00	0.00			
141 R 44170	000	0.00	0.00	0.00	0.00	0.00	0.00			
141 R 44990	000	200.00	200.00	546.58	-893.16	0.00	0.00			
141 R 46511	000	15,199,000.00	15,199,000.00	90.31	1,473,100.00	0.00	1,525,100.00			
141 R 46515	000	404,779.00	404,779.00	68.35	128,097.96	0.00	28,806.06			
141 R 46550	000	6,500.00	6,500.00	0.00	6,500.00	0.00	0.00			
141 R 46590	000	92,000.00	92,000.00	55.98	40,496.62	0.00	5,549.07			
141 R 46610	000	41,359.00	41,359.00	42.24	23,887.64	0.00	0.00			
141 R 46980	000	160,560.00	160,560.00	57.72	67,879.90	0.00	34,755.03			
141 R 46990	000	113,000.00	113,000.00	0.00	113,000.00	0.00	0.00			
141 R 48610	000	25,200.00	25,200.00	8.43	23,075.64	0.00	0.00			
141 R 49800	000	30,882.00	30,882.00	0.00	30,882.00	0.00	0.00			
141 R 49810	000	2,400,000.00	2,400,000.00	83.33	400,000.00	0.00	200,000.00			
Grand Revenue Totals		25,273,932.00	25,273,932.00	83.46	4,180,927.70	0.00	1,834,068.63			

Number of Accounts: 36

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

Acct	2021-22		2021-22		2021-22		2021-22		Unencumbered	April 2021-22
	Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance	YTD Act	Monthly Activity			
141 E 71100	REGULAR INSTRUCTION PROGRAM	11,389,838.00	11,389,838.00	7,761,357.32	68.14	3,628,480.68	911,019.49			
141 E 71200	SPECIAL EDUCATION PROGRAM	2,065,538.00	2,065,538.00	1,366,471.59	66.16	698,857.22	169,637.62			
141 E 71300	VOCATIONAL EDUCATION PROGRAM	1,075,195.00	1,075,195.00	741,065.69	68.92	327,939.33	89,031.54			
141 E 71400	STUDENT BODY EDUCATION PROGRAM	363,460.00	363,460.00	546,577.99	150.38	-183,117.99	25,576.96			
141 E 72110	ATTENDANCE	96,240.00	96,240.00	73,500.15	76.37	22,139.85	6,019.98			
141 E 72120	HEALTH SERVICES	378,352.00	378,352.00	269,761.94	71.30	104,540.56	39,913.97			
141 E 72130	OTHER STUDENT SUPPORT	1,109,378.00	1,109,378.00	771,145.88	69.51	337,504.49	117,546.65			
141 E 72210	REGULAR INSTRUCTION PROGRAM	980,138.00	980,138.00	703,673.84	71.79	268,188.71	65,599.02			
141 E 72220	SPECIAL EDUCATION PROGRAM	358,159.00	358,159.00	249,960.60	69.79	108,198.40	28,296.28			
141 E 72230	VOCATIONAL EDUCATION PROGRAM	152,998.00	152,998.00	119,245.81	77.94	33,752.19	12,221.97			
141 E 72250	TECHNOLOGY	619,790.00	619,790.00	523,180.42	84.41	84,479.21	40,910.55			
141 E 72310	BOARD OF EDUCATION	499,485.00	499,485.00	442,271.31	88.55	51,065.57	13,009.66			
141 E 72320	OFFICE OF THE SUPERINTENDENT	367,418.00	367,418.00	305,192.16	83.06	51,044.20	32,713.94			
141 E 72410	OFFICE OF THE PRINCIPAL	1,655,558.00	1,655,558.00	1,233,587.27	74.51	421,970.73	133,654.75			
141 E 72510	FISCAL SERVICES	366,770.00	366,770.00	302,266.22	82.41	60,052.75	26,582.94			
141 E 72610	OPERATION OF PLANT	1,574,160.00	1,574,160.00	1,337,618.17	84.97	232,266.22	111,843.81			
141 E 72620	MAINTENANCE OF PLANT	884,780.00	884,780.00	853,420.62	96.46	-187,915.26	122,791.52			
141 E 72710	TRANSPORTATION	590,030.00	590,030.00	357,078.35	60.52	83,927.47	7,499.79			
141 E 73100	FOOD SERVICE	27,314.00	27,314.00	5,974.03	21.87	21,339.97	4,093.02			
141 E 73300	COMMUNITY SERVICES	221,552.00	221,552.00	91,828.73	41.45	116,283.47	10,022.17			
141 E 73400	EARLY CHILDHOOD EDUCATION	404,779.00	404,779.00	282,168.97	69.71	121,513.93	32,444.08			
141 E 76100	REGULAR CAPITAL OUTLAY	92,000.00	92,000.00	240,533.08	261.45	-421,446.40	61,251.28			
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	18,577,880.14	73.51	5,982,065.30	2,061,680.99			

Number of Accounts: 533

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

	Acct	2021-22		2021-22		2021-22		2021-22		Unencumbered	Monthly Activity
		Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance	- YTD Act				
142 R 47141	OCA	TITLE 1 GRANTS TO LOCAL EDUC A	135,456.00	110,556.87	84,543.28	76.47	26,013.59	7,212.03			
142 R 47189	OCA	EISENHOWER PROF DEVELOPMENT ST	12,000.00	14,300.00	8,586.43	60.04	5,713.57	932.86			
142 R 47131	OCP	VOCATIONAL EDUC - BASIC GRANTS	43,355.00	43,354.96	32,281.68	74.46	11,073.28	1,144.00			
142 R 47143	OID	SPECIAL EDUCATION - GRANTS TO	576,045.00	630,493.69	386,318.55	61.27	244,175.14	43,949.47			
142 R 47145	OPS	SPECIAL EDUCATION PRESCHOOL GR	15,299.00	17,029.69	8,541.38	50.16	8,488.31	1,067.67			
142 R 47141	OT1	TITLE 1 GRANTS TO LOCAL EDUC A	625,023.00	787,598.80	460,872.70	58.52	326,726.10	57,117.68			
142 R 47590	OT1	OTHER FEDERAL THROUGH STATE	60,113.00	72,693.73	42,868.17	58.97	29,825.56	5,271.86			
142 R 47189	OT2	EISENHOWER PROF DEVELOPMENT ST	89,668.00	126,002.47	59,795.13	47.46	66,207.34	3,609.28			
142 R 47590	OVR	OTHER FEDERAL THROUGH STATE	43,390.00	43,390.00	32,238.18	74.30	11,151.82	5,065.24			
142 R 47147	21C	SAFE AND DRUG-FREE SCHOOLS-ST	145,334.00	145,334.00	134,797.17	92.75	10,536.83	21,800.80			
142 R 47404	702	ARP Homeless	0.00	44,471.90	595.05	1.34	43,876.85	409.20			
142 R 47404	890	SPECIAL EDUCATION - GRANTS TO	40,000.00	41,386.65	31,699.80	76.59	9,686.85	3,060.54			
142 R 47402	902	ARP IDEA	0.00	141,634.30	42,186.84	29.79	99,447.46	3,430.15			
142 R 47403	903	ARP IDEA, Preschool	0.00	9,442.87	3,458.30	36.62	5,984.57	1,515.83			
142 R 47401	930	ESSBR 3.0	0.00	152,250.00	175,899.16	115.53	-23,649.16	39,104.17			
142 R 47307	931	ESSBR 2.0	0.00	62,500.00	50,270.08	80.43	12,229.92	5,756.46			
142 R 47307	932	ESSBR 2.0	1,695,244.00	1,695,244.00	666,385.03	39.31	1,028,858.97	9,764.24			
142 R 47401	933	ESSBR 3.0	2,480,135.00	4,229,871.00	558,873.63	13.21	3,670,997.37	69,208.55			
142 R 47309	950	Literacy Stipend Grant	0.00	0.00	19,772.50	0.00	-19,772.50	19,772.50			
142 R 47301	CRS	ESSBR-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	100,000.00	0.00	-100,000.00	2,000.00			
142 R 47141	TIN	TITLE 1 GRANTS TO LOCAL EDUC A	27,175.00	48,482.09	24,230.05	49.98	24,252.04	1,704.84			
Grand Revenue Totals			5,988,237.00	8,602,131.50	3,121,502.39	36.29	5,480,629.11	302,897.33			

Number of Accounts: 22

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

Acct	2021-22		2021-22		2021-22		2021-22		Unencumbered		April 2021-22	
	Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance - YTD Act	Monthly Activity	Unencumbered	Balance - YTD Act	Monthly Activity	Unencumbered	Balance - YTD Act	Monthly Activity
142 E 71100	1,429,294.00	2,974,821.09	1,887,567.95	63.45	973,944.15	140,716.69	973,944.15	140,716.69	140,716.69	973,944.15	140,716.69	140,716.69
142 E 71200	591,344.00	742,651.86	446,207.27	60.08	296,444.59	56,960.26	296,444.59	56,960.26	56,960.26	296,444.59	56,960.26	56,960.26
142 E 71300	26,157.00	30,657.37	23,891.49	77.93	6,765.88	536.00	6,765.88	536.00	536.00	6,765.88	536.00	536.00
142 E 72120	40,000.00	60,000.00	48,000.00	80.00	12,000.00	4,000.00	12,000.00	4,000.00	4,000.00	12,000.00	4,000.00	4,000.00
142 E 72130	96,889.00	177,033.05	117,897.71	66.60	49,505.83	13,064.49	49,505.83	13,064.49	13,064.49	49,505.83	13,064.49	13,064.49
142 E 72210	320,904.00	469,338.34	306,796.92	65.37	162,092.42	48,689.84	162,092.42	48,689.84	48,689.84	162,092.42	48,689.84	48,689.84
142 E 72220	40,000.00	97,335.34	32,080.20	32.96	65,255.14	3,440.94	65,255.14	3,440.94	3,440.94	65,255.14	3,440.94	3,440.94
142 E 72230	1,948.00	1,947.59	613.14	31.48	734.45	0.00	734.45	0.00	0.00	734.45	0.00	0.00
142 E 72250	68,985.00	68,985.00	51,178.55	74.19	17,806.45	5,764.24	17,806.45	5,764.24	5,764.24	17,806.45	5,764.24	5,764.24
142 E 72410	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
142 E 72710	0.00	4,121.00	0.00	0.00	4,121.00	0.00	4,121.00	0.00	0.00	4,121.00	0.00	0.00
142 E 73300	142,834.00	142,584.00	156,805.89	109.97	-14,221.89	18,691.08	-14,221.89	18,691.08	18,691.08	-14,221.89	18,691.08	18,691.08
142 E 76100	3,200,000.00	3,800,000.00	96,065.94	2.53	3,689,197.00	0.00	3,689,197.00	0.00	0.00	3,689,197.00	0.00	0.00
142 E 99100	29,882.00	32,656.86	0.00	0.00	32,656.86	0.00	32,656.86	0.00	0.00	32,656.86	0.00	0.00
Grand Expense Totals	5,988,237.00	8,602,131.50	3,167,105.06	36.82	5,296,301.88	291,863.54	5,296,301.88	291,863.54	291,863.54	5,296,301.88	291,863.54	291,863.54

Number of Accounts: 237

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

Acct	2021-22		2021-22		2021-22		2021-22		Unencumbered Balance - YTD Act	Monthly Activity April 2021-22
	Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance	FYTD Act				
143 R 43522	000	21,825.00	13,379.65	61.30	8,445.35	3,071.45				
143 R 43525	000	30,750.00	19,404.46	63.10	11,345.54	1,492.00				
143 R 43990	000	13,000.00	13,000.00	2,160.13	16.62	10,839.87	0.00			
143 R 44110	000	2,000.00	2,000.00	544.78	27.24	1,455.22	101.29			
143 R 46520	000	10,000.00	10,000.00	10,017.28	100.17	-17.28	10,017.28			
143 R 47111	000	615,000.00	615,000.00	1,138,814.93	185.17	-523,814.93	153,290.87			
143 R 47112	000	93,500.00	93,500.00	89,720.36	95.96	3,779.64	10,697.51			
143 R 47113	000	370,000.00	370,000.00	468,952.19	126.74	-98,952.19	58,075.88			
143 R 47114	000	18,000.00	18,000.00	128,805.56	715.59	-110,805.56	1,866.00			
143 R 47115	000	0.00	0.00	0.00	0.00	0.00	0.00			
Grand Revenue Totals		1,174,075.00	1,174,075.00	1,871,799.34	159.43	-697,724.34	238,612.28			

Number of Accounts: 36

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

Acct	2021-22 Original Budget	2021-22 Revised Budget	2021-22 FYTD Activity	2021-22 FYTD %	Unencumbered Balance - YTD Act	April 2021-22 Monthly Activity
143 E 73100 ---	1,174,075.00	1,174,075.00	1,159,867.07	98.79	14,207.93	113,334.82
FOOD SERVICE						
Grand Expense Totals	1,174,075.00	1,174,075.00	1,159,867.07	98.79	14,207.93	113,334.82

Number of Accounts: 88

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

**SERVICES AGREEMENT  
BETWEEN ELIZABETHTON CITY SCHOOLS AND  
FRONTIER HEALTH**

The purpose of this Agreement is to make certain our schools and community are under the provision, Integration, and coordination of mental health services.

**WHEREAS**, the **Elizabethton City Schools** (ECS) desires to incorporate and encourage mental health throughout the district; and,

**WHEREAS**, **Frontier Health** (FH) has the required expertise and experience necessary to provide appropriate services within the scope of this effort;

**NOW THEREFORE**, ECS and FH mutually agree to the following terms of this Agreement beginning August 1, 2022.

I. ECS agrees to do the following:

- Assist in the identification and referral of students to Frontier Health in the event of a major school crisis or behavioral health need of a student or faculty member.
- Identify and offer onsite facilities for Frontier Health staff for the purpose of providing two (2) School Based Therapists as deemed appropriate for any student, faculty member, or administrator with a behavioral health need, or for consultation and education of any behavioral and mental health situation.
- Promote parental information and involvement in collaboration with mental health services as necessary for the students effected by any behavioral health need. Recognize this collaboration as an essential effort toward school implementation of an integrate partnership with FH for the availability of recovery and behavioral health services for the student of Elizabethton City.
- Recognize this collaboration as an essential effort toward school implementation of an integrated partnership with FH for the availability of recovery and behavioral health services for the students of Elizabethton City.

II. FH agrees to do the following:

- FH will accept referrals from ECS for services when appropriate and dependent on admission criteria while utilizing referral procedures as agreed upon for any mental/behavioral health need including in the event of a major school crisis situation.
- FH will collaboratively work with ECS to help resolve crisis situation, student behavioral health problems, and provide a decision on eligibility for public mental health services. FH staff will assist in administrative consultation for the development of classroom based behavioral health plans in the support of social and emotional learning of students. For students who are not eligible for public mental health services and supports, FH will provide the eligibility decision and an opportunity for a second opinion.

FH will provide referrals for appropriate community services. Exact timeframe of appointments is contingent on the urgency of the individual situation.

- FH will communicate with referring school personnel on behalf of the students as appropriate and authorized.
- FH staff will provide school-based behavioral health interventions and will monitor student progress based on those intervention in accordance with Tier II expectations in the Student Behavioral Support Structure model.
- FH will provide qualified and trained personnel as School Based Therapists to work on campus for up to a maximum of four (4) days per week at the identified schools as determined by ECS.
- School Based Therapists will provide services as deemed appropriate for referred students with behavioral health needs and upon the request of authorized ECS staff.
- FH acknowledges that the provision of any services to students identified as having a disability, shall be in accordance with the student's individualized education plan (IEP), any behavior interventions plans, Section 504 plans, and any applicable Board policies.
- FH shall require all employees to immediately report to the school administrator instances where a student communicates a serious threat of harm to himself or others.

III. FH agrees to the following in order to ensure quality and continuity of care:

1. Provider Staff

- a. FH shall assign only individuals who are properly licensed, certified, and/or credentialed to provide services under this agreement and shall ensure that the licensure and/or certification status of any individual providing services under this agreement remains in good standing during the term of this agreement. FH shall assume and retain responsibility for credentialing. Due to the direct interaction that FH will have with the District's students by providing services under this agreement. FH acknowledges that any employee assigned to deliver the services will be removed and replaced upon request by the District's Administration or designed, provided. However, FH shall retain final decision-making authority over its hiring and other employment decisions regarding the employee(s).

2. Background Checks

- a. FH represents and warrants that it will comply with Tennessee Code Annotated § 49-5-413 for all employees or agents who are assigned to work in the District's schools or have any direct contact with District's students. All background checks shall be performed by a Tennessee licensed background company at the expense of FH and must be completed before any such individual will be permitted to begin working in any of the District's schools. In addition, FH shall comply with the hiring standards set forth in Tennessee Code Annotated 33-2-1202© with respect to checking past work and personal references prior to allowing any employee to work on school premises.

3. Liability Insurance
  - a. FH staff providing services under the terms of this agreement will be covered by professional liability insurance through FH.
4. Continuity of Care/Services
  - a. FH staff will provide person-centered services that are in the best interests of mutual consumers and are in compliance with standards and guidelines set forth in federal and state law related to mental health services. FH staff will also assure compliance by any entities providing third party reimbursement.
5. Non-Discrimination
  - a. FH hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subject to discrimination in the performance of this agreement or in the employment practices of FH on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. FH shall, upon request, provide proof of non-discrimination and shall post in conspicuous places, available to all employee and applicants, notices of nondiscrimination.
6. Legal Compliance
  - a. FH agrees to comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations in the performance of its duties under the agreement. These laws specifically include, but are not limited to, the Family Education Rights and Privacy Act of 1974 (20 U.S.C. 1232g) ("FERPA"), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Alcohol and Drug Abuse Treatment Confidentiality Regulations (42 CFR Part 2) the Tennessee Data Accessibility, Transparency and Accountability Act (Tenn. Code Ann. § 5 49-1703), Tennessee's mandatory child abuse and child sexual abuse reporting laws (Tenn. Code Ann. § 37-1-403; § 37-1-605) and all administrative rules and regulations accompanying these laws. FH agrees to cooperate with the District as required by these laws in the performance of its duties under this Agreement.
7. Drug-Free Workplace
  - a. FH represents and warrants that it maintains a drug-free workplace and that none of its employees will be assigned to provide services under this Agreement unless they have cleared a pre-employment drug screening.
8. Confidentiality
  - a. FH agrees to take necessary physical, administrative, and technical safeguards to protect the confidentiality of all personally identifiable Information and data related to ECS students and/or employees provided to or acquired by FH, whether maintained physically, electronically, or otherwise. Such Information will not be copied, used, or disclosed by FH for any purpose except as reasonably required to provide services under the terms of this Agreement. FH agrees that it will immediately notify ECS of any breach of confidentiality or other violation of law and will reasonably cooperate with any remedial efforts taken by ECS. At the termination of this agreement, FH shall return to ECS all personally identifiable or otherwise confidential information provided by ECS or its agents, and if not returnable, shall identify such information to ECS and provide written assurance to ECS that the information is destroyed.

9. Place of Service

- a. Services will be provided at ECS facilities if possible but may be provided off-site according to the desires and needs of the student.

IV. Both parties agree to the following:

1. Billing Procedures

- a. This agreement allows for FH to bill ECS for the provision of staff in the role of Student Assistance Therapist on a monthly basis as agreed to by the school administration and based on the current budget of \$50,000.00 per year. ECS agrees to allow for FH staff to bill third party insurance when and as appropriate for medically necessary behavioral health services with consent of the parent/guardian/eligible student.

2. Governing Law

- a. This Agreement, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall be governed by and interpreted in accordance with the laws of the State of Tennessee, excluding its choice of law principles. Any claim of whatever character arising under this Agreement or under any statute or common law relating in any way, directly or indirectly, to the subject matter of this Agreement or to the dealings between the parties during the term of this Agreement shall be brought exclusively in a state court of competent jurisdiction in Carter County, Tennessee.

3. Term and Termination

- a. This Agreement shall commence on August 1, 2022. Each party agrees to meet at least yearly to evaluate this Agreement and make any adjustments deemed necessary. The parties stipulate and agree that this Agreement shall terminate automatically and without the need for any action by the Parties upon receipt of notice by either party that FH 's licensure status has been suspended or revoked. Any agreed upon early termination of this Agreement shall be provided to each party with a 30-day notice prior to termination of the Agreement.

4. Assignability

- a. FH agrees that its obligations or duties arising out of or defined in this Agreement shall not be transferred or assigned by FH without prior written consent of ECS.

5. Entire Agreement

- a. This Agreement constitutes the entire agreement between the parties and supersedes all prior written and oral negotiations and understandings. Each and every modification and amendment of this Agreement must be in writing and signed by an authorized representative of each party. No waiver of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision whether or not similar, nor shall any waiver constitute a continuing waiver.

6. Surviving Obligation

- a. The obligations of confidentiality provided herein will survive the expiration or termination of this Agreement, regardless of the reason for such termination.

7. Severability

- a. If one or more of the provisions contained in this agreement shall for any reason be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision of this agreement, which shall be construed as if such Invalid, illegal, or unenforceable provision had never been contained.

8. Non-Compete

- a. Neither Party is, nor shall be deemed to be, an employee, agent, or legal representative of the other Party for any purpose. Neither Party shall be entitled to enter into any contracts in the name of, or on behalf of the other Party, nor shall either Party be entitled to pledge the credit of the other Party in any way or hold itself out as having the authority to do so. Neither party shall engage in the recruitment, solicitation, enlistment, or contracting of active employees of the other party for the purpose of employment during the duration of this agreement, and shall avoid the hiring of active contracted employees who are working in positions identified within this agreement.

9. Authorization

- a. Each Party stipulates that the signor below is fully authorized to execute this agreement on its behalf.

\_\_\_\_\_  
Director of Schools, Elizabethton City Schools (ECS)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kristie Hammonds, President & CEO, Frontier Health

\_\_\_\_\_  
Date

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

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

OVERVIEW

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

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

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

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

Students must submit:

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

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

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

A. RESPONSIBILITIES OF THE PARTIES

A.1 The College

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

A.2. The School System designee shall

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

A.3. The College and the School System shall

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

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

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

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

B. AGREEMENT TERM

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

C. FACULTY

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

D. TERMS AND CONDITIONS

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

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

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

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

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

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

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

**IN WITNESS WHEREOF:**

**ELIZABETHTON CITY SCHOOLS:**

DocuSigned by:		
<i>Richard Vanhuss</i>	Richard VanHuss, Director of Schools	2021-06-01   2:27 PM CDT
		<b>Date</b>

**NORTHEAST STATE COMMUNITY COLLEGE:**

DocuSigned by:		
<i>Connie Marshall</i>	Connie Marshall, Ed.D. Interim Vice President, Academic Affairs	2021-06-01   2:36 PM CDT
		<b>Date</b>

DocuSigned by:		
<i>Bethany Bullock</i>	Bethany H. Bullock, Ph.D. President	2021-06-01   5:40 PM CDT
		<b>Date</b>

**TENNESSEE BOARD OF REGENTS:**

DocuSigned by:	DS <i>DLG</i>	
<i>Flora W. Tydings</i>	Chancellor	2021-06-02   6:39 PM CDT
		<b>Date</b>

**DUAL ENROLLMENT AGREEMENT ADDENDUM  
BETWEEN  
NORTHEAST STATE COMMUNITY COLLEGE  
AND  
ELIZABETHTON CITY SCHOOLS  
FOR THE 2022-2023 ACADEMIC YEAR**

In alignment with Part B (below) of our original Dual Enrollment Agreement enacted last year (attached), signing this addendum reflects the College's and Elizabethton City Schools' agreement to extend this Agreement for an additional period of one year.

**B. AGREEMENT TERM**

B.1. Term. This Agreement shall be effective for the period commencing on August 1, 2021, and ending on July 31, 2022.

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

**IN WITNESS WHEREOF:**

**ELIZABETHTON CITY SCHOOLS:**

---

Richard VanHuss, Director of Schools

**Date**

**NORTHEAST STATE COMMUNITY COLLEGE:**

---

Pashia Hogan, Ed.D.

**Date**

Acting Vice President, Academic Affairs

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Connie Marshall, Ed.D., Interim President

**Date**

**TENNESSEE BOARD OF REGENTS:**

---

Chancellor

**Date**

History Log

Elizabethton (101) Public District - FY 2023 - 21st CCLC Cohort 2022 - Rev 0 - History Log

Attention Needed	Date	User	Status (S)/Comment (C)	S/C
<input type="checkbox"/>	4/14/2022 12:50:05 PM	Richard Vanhuss	Agreed to "By submitting this automated application, the local education agency representatives assure that the application will be authorized by the board of education of the local education agency, and the undersigned representatives have been duly authorized by formal action of the board to file this application for, and on behalf of, the local education agency, and otherwise to act as the authorized representatives of the local education agency in connection with this application. By submitting this automated application, the local education agency is acknowledging that it understands and agrees to abide by the applicable assurances attached to this application."	C
	4/14/2022 12:50:05 PM	Richard Vanhuss	Status changed to 'LEA Authorized Representative Approved'.	S
	4/14/2022 11:50:00 AM	Beth Wilson	Status changed to 'LEA Fiscal Representative Approved'.	S
	4/14/2022 11:48:43 AM	Carrie Taylor	Status changed to 'Draft Completed'.	S
	3/15/2022 9:11:24 AM	Carrie Taylor	Status changed to 'Draft Started'.	S

Attention Needed	Date	User	Status (S)/Comment (C)	S/C
	3/9/2022 2:45:21 PM	Melissa Brown	Status changed to 'Not Started'.	S

Allocations

Elizabethton (101) Public District - FY 2023 - 21st CCLC Cohort 2022 - Rev 0 - Allocations

	(1)	21st CCLC	Total
Original		\$0.00	\$0.00
Incoming Carryover		\$0.00	\$0.00
Outgoing Carryover		\$0.00	\$0.00
Reallocated		\$0.00	\$0.00
Additional		\$0.00	\$0.00
Released		\$0.00	\$0.00
Consortium		\$0.00	\$0.00
Forfeited		\$0.00	\$0.00
FER Released		\$0.00	\$0.00
Total		\$0.00	\$0.00

Contacts

Elizabethton (101) Public District - FY 2023 - 21st CCLC Cohort 2022 - Rev 0 - Contacts

**Additional Contacts**

<b>Type</b>	<b>Contact(s)</b>
Agency Director	<u>Richard Vanhuss</u>
Fiscal Director	<u>Beth Wilson</u>
Grant Director	<u>Carrie Taylor</u>

**Elizabethton (101) Public District - FY 2023 - 21st CCLC Cohort 2022 - Rev 0 - 21st CCLC Cohort 2022**

**Organizational type that best describes your agency:**

Public School / Public School District ▼

This is a joint application between an LEA and community based organization.

**Proposed Sites**

Center / Site Name	Proposed Number of Students Served	Grade Span Targeted	Site Location (Address)	Students attend a Title I School	Students attend a Priority or Focus School
Harold McCormick Elementary School	50	K-5	226 S. Cedar Ave. Elizabethton, TN 37643	<input checked="" type="checkbox"/>	<input type="checkbox"/>
East Side Elementary School	50	K-5	800 Siam Rd. Elizabethton, TN 37643	<input checked="" type="checkbox"/>	<input type="checkbox"/>
West Side Elementary School	52	K-5	1310 Burgie St. Elizabethton, TN 37643	<input checked="" type="checkbox"/>	<input type="checkbox"/>
T.A. Dugger Jr. High School	30	6-8	305 W. E St. Elizabethton, TN 37643	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Public Notice**

Describe how the community was given public notice of your intent to submit this application and how this application and any waiver requests are available for public review after submission of this application.

The public was notified via postings on all of our social media accounts and on our school website that there would be a copy of the Nita M. Lowey 21st CCLC grant application on file at our central office and that it would be able to be viewed by appointment and they were given the contact information on how to view it and any waiver requests.

**DUNS Number**

100072768

**Unique Entity Identifier (UEI)**

MP87VN3EF127

Prior Grantees / New Applicants

**Elizabethton (101) Public District - FY 2023 - 21st CCLC Cohort 2022 - Rev 0 - 21st CCLC Cohort 2022**

**Organizational Capacity**

- Prior Grantee
- New Applicant

**Prior Grantees Only. A prior grantee is an agency that has received either a 21st CCLC or LEAP grant within the last 5 years.**

Funded Agency

Elizabethton City Schools

Last Year of Grant Funding

2022

**Funding Source**

- Lottery for Education: Afterschool Programs
- 21st Century Community Learning Centers

**Grade Level Served**

- Elementary (PK - 5)
- High (9 - 12)
- Middle (6 - 8)
- Adult Family Members

**Program Successes and Lessons Learned**

Re-applicants should describe prior experience implementing the 21st CCLC grant including successes and lessons learned.

In re-applying for this grant, we reflected over the past 5 years. There were numerous successes that we recalled - from a non-verbal student showing the beginning signs of speaking to behavior issues resolving with several students. However, we feel that our most significant success would be our ability to push through the pandemic with our program intact and the ability to offer services during the COVID shut down period. We were able to quickly adapt and offer parents resources to keep their children involved in the activities they had grown to love. Our employees were stretched to their limits mentally. However they stepped up to the plate and took this challenge head on. They were able to create lessons and activities in their own home and record them so they could be shared. We put together weekly digital activity books with all of the same activities they enjoyed in our program. There were helpful tips and tricks for parents and encouragement to help them along the journey of homeschooling. We were able to have pick up locations for activities that could be completed at home along with how to videos filmed by our own staff walking them through the activities step-by-step. All of these efforts kept families involved in our program and engaged with one another. Once we were able to meet in person we had a good return rate. I think this was directly due to our efforts of connecting with students and families virtually in their home.

There were also a number of lessons learned throughout the previous 5 years. But most importantly, we learned how important QUALITY staffing is over QUANTITY staffing. Once the pandemic hit our employees were asked to go above and beyond what they were already doing. They were asked to, not only teach a creative and engaging lesson, but they were asked to them in front of a camera. That is not as easy as it sounds! And after seeing what some were able to do, versus what some were unable to do; it became apparent to us that it was necessary, in our hiring process, to be more selective at picking quality workers to have in our program. Most of our staff were able to rise to the challenge and excelled to put out creative content while others did not or put forth minimal effort. Seeing these efforts fold out in front of us made us realize that we had to be more purposeful in selecting candidates that have a higher work ethic and greater skill set than we previously thought we needed.

Overall, our experience implementing the 21st CCLC grant over the past 5 years was full of highs and lows, but every aspect was wonderful. Prior to the pandemic, we operated like a well oiled machine - and we are finding our way back to that function level. We have had a lot of staff turn-over and a lot of COVID policies we have had to navigate, but we have been successfully and positively impacting student's lives this entire time - which I feel is the most important thing about this grant. It allows us the ability to staff appropriately and provide quality instruction for our students as well as introduce our students to experiences they may never have otherwise.

## **New Project Components**

The re-applicant should clearly identify the new project components in this application. For example, a new project component may include additional program activities (i.e. activities that were not available to students or families in prior project years) and/or an expansion of the program into different target areas (i.e. adding program sites or serving another grade level).

We have several new and exciting components to offer students in our upcoming year. First off we will be implementing a new virtual learning (VR) program. We will be using the ClassVR platform. It is an open platform, supporting virtual and augmented curriculum content, and allows students and teachers to create, upload, and share their own content. The ClassVR portal includes access to a huge library of curriculum that is standards aligned and engaging, along with downloadable structured lesson plans and guides to help spark the imagination of students. The Portal also provides access to a community of content that has been created and shared by teachers around the world, as well as exciting partnerships with great VR and AR educational content publishers. ClassVR has been designed to provide an exciting, engaging, yet simple to use interface to allow students and teachers to quickly and easily access educational content and applications with minimal fuss and no distractions, keeping them focused on the task at hand. ClassVR's pre-printed lesson plans can be used independently by students, or in peer groups, aiding self led learning and peer collaboration. Students can discuss topics, then interact with virtual and augmented reality. The ClassVR covers lessons on the following subjects: Art, Biology, Chemistry, Personal, Social and Citizenship Education, Design, Technology and Industrial Arts, Drama, Theatre and Performing Arts, Literacy and Language Arts, History, Mathematics, Music, Physical Education, Physics, and Geography. We believe this will fully engage students and excite them about learning.

Another new component that we will be adding in to our program is coding. The students will discover coding with the original Botley the Coding Robot! Botley comes with advanced features that grow along with your coding skills. Best of all, Botley helps kids learn to code completely screen-free - no phone or tablet required! Botley is CSTA (computer science teacher association), NGSS (next generation state standards), and ISTE (international society for teaching and education) standards aligned. Botley is a colorful robot and remote-control combo that teaches kids beginner code. Children can program their Botley coding robot by entering a code on the remote and then ask Botley to 'run the code'. Students will learn the basic concepts of coding like algorithms, loops and debugging while playing with Botley. These are coding concepts that even 5 year old students can understand. Coding at this age is not just about computers – learning to code has many benefits beyond the computer screen. Students who learn the basic concepts of coding will also be learning to problem solve and think creatively. Through the use of this coding robot students will learn problem solving, self-correcting errors, critical thinking , analytical thinking, if-then logic, working collaboratively with others, discussion and communication skills, calculating distance, and spatial concepts.

We are also going to be implementing a new curriculum entitled MindWorks. MindWorks Resources develops comprehensive enrichment designed to support the dynamic needs of after-school program and the unique needs of the students participating in the programs across the country. Using the comprehensive research into the structure of the 21st Century Learning Model, the most recent studies into learning styles, the compelling evidence behind Project Based Learning (PBL), and the decades of research behind state standards for education, MindWorks Resources has successfully designed an all-inclusive, evidence-based program which promotes the 21st Century Learning Model and follows best practices for the education of children. The structure of 21st Century Learning involves five types of skills, namely communication, collaboration, creativity, critical thinking, and information literacy in order to produce students who will do well in life, have digital literacy skills, and be well-respected as responsible citizens (Saucerman et al., 2017; Osler & Starkey, 2018). MindWorks Resources uses the 21st Century Learning Model as the basis for all its lessons to ensure that students participating in MindWorks activities are developing the skills they need for the future, all while developing a love for learning. Principles which are key to the 21st Century Learning Model and integrated into MindWorks enrichment include:

- \* Authentic learning - learning from real world problems and questions
- \* Mental model building - using physical and virtual models to refine understanding
- \* Internal motivation - identifying and employing positive emotional connections in learning
- \* Multi-modal learning - applying multiple learning methods for diverse learning styles
- \* Social learning - using the power of social interaction to improve learning impact
- \* International learning - using the world around you to improve teaching and learning skills.

In addition, MindWorks Resources integrates the following best practices into daily, hands-on lessons to promote the development of life-long skills:

- \* Critical Thinking
- \* Creative Thinking
- \* Collaborating
- \* Information Literacy
- \* Media Literacy
- \* Technology Literacy
- \* Flexibility
- \* Initiative
- \* Social Skills
- \* Productivity

#### \* Leadership

The latest theories and research on best practices in teaching and learning, and the content standards developed at the state and national level, is of utmost importance in the development of MindWorks Resources' enrichment. In alignment with the 21st Century Learning Model, MindWorks' enrichment carefully balances both teacher-directed and student initiated learning, with an emphasis on responding to students' learning styles and building on their strengths and interests. In addition to utilizing research from the 21st Century Learning Model, learning styles, and national and state standards, MindWorks Resources also incorporates key components of project-based learning into the academic enrichment. Project Based Learning (PBL) is an instructional approach built upon authentic learning activities that engage student interest and motivation. These activities are designed to answer a question or solve a problem and generally reflect the types of learning and work people do in the everyday world, outside the classroom. Project Based Learning teaches students 21st century skills as well as content in engaging and student-centered ways. These skills include communication and presentation skills, organization and time management skills, research and inquiry skills, self-assessment and reflection skills, and group participation and leadership skills. This research-based approach to education incorporates hands-on learning each and every day through a variety of both research and evidence-based techniques, including multi-sensory learning. Students are given the opportunity to learn content by creating small-scale, hands-on projects that require the use of the inquiry process to formulate questions, plan, research, develop, improve, and present finished products as part of the lessons. These projects require critical thinking, problem solving, collaboration, communication; evaluation, revision, and hard work which are core to the research findings in the 21st Century Learning Model. The fundamental goal of MindWorks' Resources is to develop lessons and activities that plant seeds of learning while adhering to best-practiced in education and the most recent research into learning styles and individual learning. By utilizing the results from almost a century of research into brain development, learning styles, and normal language development, MindWorks is able to create highly effective, student-centered learning experiences that meet the highest standards for learning.

For physical activity and nutrition we are planning to use a new program called "BOKS". The BOKS program includes lesson plans, training, and support needed to get kids moving for up to 45 minutes a day. It also includes shorter movement breaks, games, and activities tailored to our needs. BOKS can help children not only develop healthy habits to promote optimal growth trajectories but also promote social and emotional skills that can help them better handle stress, peer interactions, and negative feelings it is just what children need and should be broadly scaled. BOKS will help with executive functioning such as improved shift and working memory skills, physical fitness by decreased body fat percentage; increased cardiovascular endurance; and promote increased activity time outside of BOKS. BOKS also includes nutritional knowledge and will increase knowledge of nutritional and healthy living concepts. In a traditional BOKS class, trainers (trained employees) use rotating 12-week plans for classes. Every

BOKS class includes running and then focuses on a functional fitness skill of the week (like squats, push-ups, or planks), which are incorporated into relays, obstacle courses, and group games. At the end of every class, kids stretch and cool down while listening to the BOKS Bit nutrition tip of the week. BOKS is an adaptive program and includes activities for all children. BOKS also includes what is called a "BOK Burst" which we will utilize at beginning of our day and also sometimes for transitions in between activities. BOKS Bursts are 1 to 10 minute in-classroom physical activities created to help kids stay active and energize their brains for enhanced learning. The programming takes into consideration the typical classroom layout and resources, and all Bursts, whether individual, partner, or team focused, are designed to be performed with minimal space. Bursts are traditionally led by teachers, but training can also be tailored to cover a youth-led model, providing kids a health focused leadership role within the school or classroom.

Traversing through the height of COVID allowed us to rethink how we could serve our community better and opened us up to the idea of offering more sites. After surveying parents and teachers it was apparent to us that it is more appealing to have the students stay at the school they attend during the school day rather than traveling to another school. In response to the survey results we are adding more program sites. In the past we merged into one location, we will now offer four separate sites. This will consist of three elementary school sites and one middle school site. This will allow children to stay at the school they are attending during the day rather than traveling by bus to one location. Parents are familiar with their child's home school and generally speaking it is closer to their home which requires less travel for parents after long work days. This change will also allow us an opportunity to work closely with the children's teachers and collaborate lessons being taught and will also hopefully encourage teachers to be a part of afterschool learning and give them a chance to continue to grow relationships with the children they are working with in a different environment.

### **New Applicants Only**

If the applicant does not have a prior history of State grants or contracts, provide the following information:

Previous experience with grant funding at the local or federal level.

Previous experience in delivering educational or related services.

## Resources

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

Budget

**Elizabethton (101) Public District - FY 2023 - 21st CCLC Cohort 2022 - Rev 0 - 21st CCLC Cohort 2022**

Indirect Cost	
Total Contributing to Indirect Cost	\$241,825.00
Indirect Cost Rate	4.46%
Maximum Allowed for Indirect Cost	\$10,785.39

Account Number	Total
73300 - Community Services	\$241,825.00
99100 - Transfers Out	\$2,750.00
<b>Total</b>	<b>\$244,575.00</b>
<b>Adjusted Allocation</b>	<b>\$0.00</b>
<b>Remaining</b>	<b>(\$244,575.00)</b>

Budget Detail

**Elizabethton (101) Public District - FY 2023 - 21st CCLC Cohort 2022 - Rev 0 - 21st CCLC Cohort 2022**

73300 - Community Services - \$241,825.00 ▼

Budget Detail		Narrative Description
<b>Account Number:</b>	73300 - Community Services	<p>96% of the directors salary comes from the ESP program. The remaining comes from a separate program. It is at 96% due to the fact that the director spends 96% of their time working on the grant guidelines and grant objectives and ensuring that high quality programming is being utilized to meet those objectives.</p>
<b>Line Item Number:</b>	105 - Supervisor / Director	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$33,946.00	
<b>Line Item Total:</b>	\$33,946.00	
<b>Account Number:</b>	73300 - Community Services	<p>This covers 10 part time Student Leaders at \$12 an hour, 1-4 hours a day based on attendance and need, 5 days a week, 180 days a school year for \$77,850 a year.</p>
<b>Line Item Number:</b>	116 - Teachers	
<b>Optional Program Code:</b>		
<b>Location</b>	Elizabethton (101)	

<b>Code:</b>			
<b>Quantity:</b>	1.00		
<b>Cost:</b>	\$77,850.00		
<b>Line Item Total:</b>	\$77,850.00		
<b>Account Number:</b>	73300 - Community Services	<p>This is for one site coordinator at \$16 an hour, 4-5 hours a day, 180 school days a year equaling \$14,899, and four assistant site coordinators at \$14 an hour, 4 hours a day, 1180 school days a year equaling \$52,592 a school year.</p>	
<b>Line Item Number:</b>	189 - Other Salaries & Wages		
<b>Optional Program Code:</b>			
<b>Location Code:</b>	Elizabethton (101)		
<b>Quantity:</b>	1.00		
<b>Cost:</b>	\$52,592.00		
<b>Line Item Total:</b>	\$52,592.00		
<b>Account Number:</b>	73300 - Community Services		<p>This is the social security amount for the Director, Site Coordinators, Assistant Site Coordinators, and Student Leaders. 6.2%</p>
<b>Line Item Number:</b>	201 - Social Security		
<b>Optional Program Code:</b>			

<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$10,197.00	
<b>Line Item Total:</b>	\$10,197.00	
<b>Account Number:</b>	73300 - Community Services	This is state retirement for the Director and other classified staff. 12.35% for classified- only for eligible employees.
<b>Line Item Number:</b>	204 - State Retirement	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$7,075.00	
<b>Line Item Total:</b>	\$7,075.00	
<b>Account Number:</b>	73300 - Community Services	This is life insurance for the director.
<b>Line Item Number:</b>	206 - Life Insurance	
<b>Optional Program Code:</b>		

<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$45.00	
<b>Line Item Total:</b>	\$45.00	
<b>Account Number:</b>	73300 - Community Services	This is medical insurance for the director.
<b>Line Item Number:</b>	207 - Medical Insurance	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$7,500.00	
<b>Line Item Total:</b>	\$7,500.00	
<b>Account Number:</b>	73300 - Community Services	This is dental insurance for the director.
<b>Line Item Number:</b>	208 - Dental Insurance	
<b>Optional Program Code:</b>		

<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$300.00	
<b>Line Item Total:</b>	\$300.00	
<b>Account Number:</b>	73300 - Community Services	This is the Medicare amount for the director, site coordinators, assistant site coordinators, student leaders and certified teaching staff. 1.45%
<b>Line Item Number:</b>	212 - Employer Medicare	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$2,383.00	
<b>Line Item Total:</b>	\$2,383.00	
<b>Account Number:</b>	73300 - Community Services	For travel/conferences and meetings \$10,000 has been budgeted. This will allow the director and staff to participate in various professional development opportunities that may arise including statewide afterschool provider conferences.
<b>Line Item Number:</b>	355 - Travel	
<b>Optional Program Code:</b>		

<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$10,000.00	
<b>Line Item Total:</b>	\$10,000.00	
<b>Account Number:</b>	73300 - Community Services	
<b>Line Item Number:</b>	499 - Other Supplies and Materials	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$39,937.00	
<b>Line Item Total:</b>	\$39,937.00	
		<b>Total for 73300 - Community Services:</b>
		\$241,825.00
		<b>Total for all other Account Numbers:</b>
		\$2,750.00
		<b>Total for all Account Numbers:</b>
		\$244,575.00
		<b>Adjusted Allocation:</b>
		\$0.00
		<b>Remaining:</b>
		(\$244,575.00)

For curriculum we have budgeted \$39,937. This will include purchasing of the following curriculums: MindUp \$1,000, MindWorks \$33,540, Class VR \$5,097, and Core Essential Values \$300.



Budget Detail

**Elizabethton (101) Public District - FY 2023 - 21st CCLC Cohort 2022 - Rev 0 - 21st CCLC Cohort 2022**

99100 - Transfers Out - \$2,750.00 ▼

Budget Detail		Narrative Description
<b>Account Number:</b>	99100 - Transfers Out	Indirect cost will cover items such as printing, copying, electricity, telephone and other costs incurred by the school system to operate the program.
<b>Line Item Number:</b>	504 - Indirect Cost	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$2,750.00	
<b>Line Item Total:</b>	\$2,750.00	
		<b>Total for 99100 - Transfers Out:</b>
		\$2,750.00
		<b>Total for all other Account Numbers:</b>
		\$241,825.00
		<b>Total for all Account Numbers:</b>
		\$244,575.00
		<b>Adjusted Allocation:</b>
		\$0.00
		<b>Remaining:</b>
		(\$244,575.00)

Budget Overview

**Elizabethton (101) Public District - FY 2023 - 21st CCLC Cohort 2022 - Rev 0 - 21st CCLC Cohort 2022**

Indirect Cost	
Total Contributing to Indirect Cost	\$241,825.00
Indirect Cost Rate	4.46%
Maximum Allowed for Indirect Cost	\$10,785.39

Filter by Location: All - \$244,575.00 ▼

Line Item Number	Account Number	73300 - Community Services	99100 - Transfers Out	Total
105 - Supervisor / Director		33,946.00		33,946.00
116 - Teachers		77,850.00		77,850.00
189 - Other Salaries & Wages		52,592.00		52,592.00
201 - Social Security		10,197.00		10,197.00
204 - State Retirement		7,075.00		7,075.00
206 - Life Insurance		45.00		45.00
207 - Medical Insurance		7,500.00		7,500.00

Account Number	73300 - Community Services	99100 - Transfers Out	Total
Line Item Number			
208 - Dental Insurance	300.00		300.00
212 - Employer Medicare	2,383.00		2,383.00
355 - Travel	10,000.00		10,000.00
499 - Other Supplies and Materials	39,937.00		39,937.00
504 - Indirect Cost		2,750.00	2,750.00
<b>Total</b>	241,825.00	2,750.00	244,575.00
		<b>Adjusted Allocation</b>	0.00
		<b>Remaining</b>	-244,575.00

**Elizabethton (101) Public District - FY 2023 - 21st CCLC Cohort 2022 - Rev 0 - 21st CCLC Cohort 2022**

**Student recruitment and retention. The applicant should describe who will be served and the process for student recruitment and retention. The applicant must describe what data will be used to determine student participation in the program. Students must meet the eligibility guidelines mentioned in the Absolute Priority section of the application.**

All children in grades K-8 in Elizabethton City Schools are targeted as potential participants in the Extended School Program. Within this group, students who are identified as academically at-risk are specifically targeted to participate in the program. Continuing with a 21<sup>st</sup> CCLC grant would allow the program to keep our rates lower or free which allows us to serve a larger number of at-risk students. All three elementary schools and the middle school in the system have action plans addressing reading and mathematics achievement and value-added scores. The Tennessee Department of Education provides student achievement data which can be used to identify students who are not projected to score proficient or advanced on the Reading and Mathematics TCAP tests. These students would be targeted to attend the program. The ESP program provides an additional level of intervention for these students. In 2008, Elizabethton City Schools implemented a Response to Intervention (RTI) program for Reading and Mathematics. AIMS Web was selected as the progress monitoring tool for the program. This data would be used in the Extended School Program to identify students in need of supplemental, remedial, and/or enrichment activities for these two academic areas. Students who score in the bottom 25% of their class on the benchmark and progress monitoring assessments will be targeted for entrance into the program. Many times, the classroom teacher is the first to recognize at-risk students; therefore, teacher referrals for students would also be a qualifier for enrollment in the program. Although all students enrolled in Elizabethton City Schools elementary schools are eligible to attend, priority will be given to those students who are on free/reduced lunch, teacher referral and/or principal referral.

**Nutritional programs and physical activity. The applicant should describe how snacks will be provided and the type of physical activities that will be offered to students.**

Snacks are funded by the United States Department of Agriculture (USDA) through the National School Lunch Program (NSLP). The National School Lunch Program Afterschool Snack Program is a federally assisted nutrition program that fills the afternoon hunger gap for school children. Afterschool snacks must contain at least two different components of the following four: a serving of fluid milk; a serving of meat or meat alternate; a serving of vegetables or fruits or full strength vegetable or fruit juice; a serving of whole grain or enriched bread or cereal. For physical activity we are planning to use a new program we have discovered entitled "BOKS". The BOKS program includes lesson plans, training, and support needed to get kids moving for up to 45 minutes a day. It also includes shorter movement breaks, games, and activities tailored to our needs. BOKS can help children not only develop healthy habits to promote optimal growth trajectories but also promote social and emotional skills that can help them better handle stress, peer interactions, and negative feelings it is just what children need and should be broadly scaled. BOKS will help with executive functioning such as improved shift and working memory skills, physical fitness by decreased body fat percentage; increased cardiovascular endurance; and promote increased activity time outside of BOKS. BOKS also includes nutritional knowledge and will increase knowledge of nutritional and healthy living concepts. In a traditional BOKS class, trainers (trained employees) use rotating 12-week plans for class. Every BOKS class includes running and then focuses on a functional BOKS skill of the week (like squats, push-ups, or planks), which are incorporated into relays, obstacle courses, and group games. At the end of every class, kids stretch and cool down while listening to the BOKS Bit nutrition tip of the week. BOKS is an adaptive program and includes activities for all children. BOKS also includes what is called a "BOK Burst" which we will utilize at beginning of our day and also sometimes for transitions in between activities. BOKS Bursts are 1 to 10 minute in-classroom physical activities created to help kids stay active and energize their brains for enhanced learning. The programming takes into consideration the typical classroom layout and resources, and all Bursts, whether individual, partner, or team focused, are designed to be performed with minimal space. Bursts are traditionally led by teachers, but training can also be tailored to cover a youth-led model, providing kids a health focused leadership role within the school or classroom.

**Program Schedule.** The applicant should check the appropriate grade level(s) to be served. For each grade level, indicate if programming will be provided before or afterschool as well as during the summer. The applicant should indicate when transportation will be provided. Enter the total number of hours the program will be open under each day of the week.

**Elementary**

	Transportation Provided	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total Hours Per Week
Before	<input type="checkbox"/>							0
After	<input type="checkbox"/>	3.00	3.00	3.00	3.00	3.00		15.00
Summer	<input type="checkbox"/>	10.45	10.45	10.45	10.45	10.45		52.25
ELT Waiver	<input type="checkbox"/>							0.00

**Middle**

	Transportation Provided	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total Hours Per Week
Before	<input type="checkbox"/>							0.00
After	<input type="checkbox"/>	3.25	3.25	3.25	3.25	3.25		16.25
Summer	<input type="checkbox"/>	10.75	10.75	10.75	10.75	10.75		53.75
ELT Waiver	<input type="checkbox"/>							0.00

**High**

	Transportation Provided	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total Hours Per Week
Before	<input type="checkbox"/>							0.00
After	<input type="checkbox"/>							0.00

Summer	<input type="checkbox"/>									0.00
ELT Waiver	<input type="checkbox"/>									0.00

**Transportation Plan. All programs/sites must establish a plan for the safe transportation of participants and explain that procedure in the proposal, such as bus transportation, parent pick-up, or walking. All programs will be expected to provide services in a manner consistent with state child care guidelines.**

Since the program will be housed in the students home school, the need for transportation is not necessary, unless we take a field trip. Field trips are taken during school break such as Fall Break, Winter Break, Spring Break, and Summers. Elizabethton City Schools graciously provides buses and bus drivers for the extended school program. A transportation request form is filled out when buses are needed for field trips. Per state guidelines we require a permission slip signed by a parent or guardian prior to a student attending a field trip. Parents are given an itinerary and relevant contact information pertaining to the field trip.

All students will be parent pick-up at their home school. When a parent fills out an enrollment application they indicate who is allowed to pick up their student. When a person is authorized to pick up a child they are issued a specific PIN number. They are also directed to download an app on their smart phone that allows them to scan a QR code and sign their student out using their own device. They can either use their unique PIN to sign out their student on our iPad or use the app on their personal device by scanning the QR code and signing on their device. If they choose to scan, it informs the Site Coordinator who is checking the child out through our ProCare childcare software system. Anytime someone is picking up a student for the first time they are asked to show identification so we can verify that they are the authorized person allowed to pick the student up. Once a student is signed out the Site Coordinator radios over a walkie-talkie that the student will be going home. A staff member then radios back that the student is on their way to the front entrance. Once that is done the student is monitored through the school until they reach the check out desk.

**Budget - Program Timeline**

In this section, the applicant will describe the project timeline for the first year of the program. The timeline should delineate when activities will begin, project milestones, and responsible party (ies). Project milestones should be based on the proposed activities that will be implemented to achieve the performance goals. It is not necessary to identify all project activities. The applicant may use a project chart to outline this information.

July 2022-Review staff availability and hire and train new staff as needed, School year staff orientation will take place and we will purchase and implement trainings for all curriculum-as performed by the director

August 2022- Parent Orientation and Parent Handbook Distribution; registration will begin August 3rd and the program opens on August 8th and new curriculum will begin- as performed by the director and site coordinators

September 2022- Parent Involvement Activity and registration for Fall Break- as performed by the site coordinators, enter assessment data into ELAP- as performed by the director

October 2022- Data Check, update stakeholders- as performed by the director, Fall Break- as performed by site coordinators

November 2022- Parent Involvement Activity and registration for Winter Break- as performed by the site coordinators, verify state issued student ID's are in ELAP- as performed by the director

December 2022- Winter Break- as performed by the site coordinators and Data Check, update stakeholders, enter all FRPL, SpEd, ELL into ELAP- as performed by the director

January 2023- Mid-Year Report, enter teacher emails and Fall 2022 GPA's in ELAP - as performed by the director

February 2023- Parent Involvement Activity, parent survey- as performed by the site coordinators, Data Check- as performed by the director

March 2023- Spring break registration, Possible student surveys, Teacher surveys, Spring Break- as performed by the site coordinators,

April 2023- Summer registration, Parent Involvement Activity- as performed by the site coordinators, Data Check, hire summer staff as needed- as performed by the director

May 2023- Parent Orientation for Summer Program, hire summer staff as needed, last push for Parent and Teacher surveys, End of Year Report- as performed by the director

June 2023- Summer Program begins- as performed by the director and site coordinators, Spring 2023 GPA, school year absentees, ISS, state assessment data, and daily records entered into ELAP- as performed by the director

### **Resources**

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

**Elizabethton (101) Public District - FY 2023 - 21st CCLC Cohort 2022 - Rev 0 - 21st CCLC Cohort 2022**

**Community Assets and Opportunities. In this section, the applicant will describe the community assets that exist to support the project. The process used to identify community assets including the key stakeholders who were involved such as parents, students, community members, etc. should also be described. The applicant should broadly discuss how the assets can be used to support the program and improve the program experience for students and families.**

The process we used to identify community assets entailed meetings with school system central office staff, parents, students, and community members. In these meetings we talked about all our community has to offer and how each item will add value to our program. We defined an asset as a person, physical structure or place, a community service, and businesses. We are fortunate in our community to have excellent camaraderie among our community members. This gives way to many supporters for our extended school program.

Some of the assets we identified are as follows:

People- Ryan Witten, embraces the opportunity to help athletes ages 9-18 achieve their goals by developing their fundamental physical skills. Ryan has continuously supported the extended school program by volunteering free services during the summer months at our sites. Jamie Ferguson, leads a parent lead program called All Pro Dads. This group meets monthly in the mornings before school and supports families that take part in our program. Joe LaPorte, supports our community by donating funds for things to be built such as new soccer fields, track, and football stadium. We are allowed access to use all of these locations as needed. Tom Taylor, is a local sports broadcaster who is also a supporter of our extended school program. He highlights a student of the month from our program live on his sports broadcasting show. He is an asset to our community by broadcasting various community events for youth through high school sports. He broadcasts these free for the community to view.

Physical Structures/Place - The main community asset for our extended school program would be our school buildings themselves. Elizabethton City School System allows us access to the school buildings in our city. We are allowed access to use three elementary schools and a middle school to house our program. We plan on utilizing West Side Elementary School, East Side Elementary School, Harold McCormick Elementary School, and T.A. Dugger Middle School to house our program. Each of these schools have a gymnasium, cafeteria, media center, and classrooms that

we will have access to use. Additionally, the three elementary schools have multiple playgrounds we have access to along with a stage in each gymnasium. The middle school has an auditorium with a stage, and a walking track that can also be utilized in our program. Elizabethton City Schools also provide our program the ability to use their school buses as a means of transportation for field trips. They transport the students and staff to and from multiple locations throughout the school year and summer. We have several city parks that are open for our program to utilize that are within walking distance to each school. These parks are maintained by our parks and rec department. The parks and rec department supports our program by ensuring restroom facilities are unlocked and available when we schedule visits. One of those parks houses our town land mark The Covered Bridge (which spans across the Doe River which flows into the Watauga River) and is beside another town land mark called The Monument. We also have a public library that supports and welcomes our program to use their facilities. The Elizabethton/Carter County Public Library provides a full range of library services to residents and guests of all ages, aiding and supporting their civic, cultural, educational, intellectual, and recreational endeavors. They support our program by offering summer programming as well as sending volunteers to our program to read with our students and offer library card registration. We are within walking distance to the Library at certain sites. We are fortunate to have two State Parks in our county. Sycamore Shoals State Historic Park protects the land that was the location of several important historical events that occurred in the late 18th century. Roan Mountain State Park (RMSP) encompasses more than 2,000 acres dominated by rich hardwood forest along rugged ridges. Doe River goes through the center of RMSP park and supports a healthy population of trout, wildflowers and wildlife. Both of these state parks partner with our program to provide field trip locations and wildlife and historical education. The Tweetsie Trail is a rails-to-trails project of former ET&WNC railroad right-of-way between Johnson City and Elizabethton. The trail provides opportunities for walking, hiking, running, biking, etc. on a relatively flat grade in a beautiful, natural setting. The trail runs right behind one of our elementary schools and we are able to access it anytime we wish. The Appalachian Trail runs the length of our county. Some of the best scenery on the trail is found along that length. The Overmountain Victory trail runs through Elizabethton and intersects with the Appalachian Trail. Every year the story of the Overmountain trail is relived by people in authentic period clothing and gear. Both trails provide a wonderful way for our students to see nature and experience history. We also have several Fire Departments and Police stations in our community. These can be used for field trip sites and for educational purposes.

Community Services - Services of the Carter County Health Department include: WIC (Women Infants and Children) supplemental nutrition program, EPSD&T "well child" screenings (Early, Periodic, Screening, Diagnostic, & Treatment), vital records (birth and death certificates), dental health services, environmental health, acute primary care services, health promotion, immunizations, nutrition education. They often partner with our program by providing nutritional and health education to our students. Our county also has a Recycling drop off center that accepts cardboard, paper, aluminum, and plastic. Often our kids will do service learning projects that include recycling and we are able to use this

center to drop off items. The Senior Citizens Center - often we will do a service learning project by sending cards or other items to the center. There are numerous churches in our county, one hospital and several walk-in health clinics.

Businesses- There are a multitude of local businesses that will often provide free kids meals, coupons, and student or family discounts as well as provide donations or services for our program. In the past we have worked with Fatz, McDonalds, KFC, Applebee's, Dino's Restaurant, Domino's Pizza, Little Caesar's Pizza, Taco John's, J's Corner, Wal-Mart, Lowes, Food City and Ingles Grocery Store.

All of these community assets work together to improve the program experience for students and families by enhancing what our program offers in a way we would be otherwise be unable to do if we were not located in this county. Being surrounded by people who love our kids, history and nature and utilizing those assets within our program gives our students and families more time to connect with and feel supported by the community in which they live.

**Performance Goals and Indicators. The Tennessee Department of Education (TDOE) extended learning programs has established a set of performance goals and indicators as a part of the statewide evaluation of 21st CCLC programs. Performance targets were based on statewide data collected during prior program years and/or national targets. A chart of the performance goals and indicators is listed below. Each performance goal aligns with a specific aspect of the department's strategic plan. Indicators are the tools that will be used to measure progress towards goals. The indicators are pre-established and in some cases include TDOE developed instruments such as teacher and parent surveys that will be provided to the grantee.**

In this section, the applicant should describe the following: 1. specific program activities that will be implemented to address each performance goal and target; 2. relevant professional development activities pertaining to each goal and performance target and 3. how progress towards performance goals will be shared with stakeholders such as parents, students and school/community partners.

**Performance Goal 1: All students will reach high academic standards demonstrating growth in reading/language arts and mathematics.**

Performance Target(s)

1.1 At least 25% of all students in grades 4-8 who participated in programming during the school year will demonstrate growth in Math state assessments.

1.2 At least 40% of all students in grades 4-8 who participated in programming 90 hours or more during the school year will demonstrate growth in Math state assessments.

1.3 At least 20% of all students in grades 4-8 who participated in programming during the school year will demonstrate growth in Reading/Language arts state assessments.

1.4 1.3 At least 40% of all students in grades 4-8 who participated in programming 90 hours or more during the school year will demonstrate growth in Reading/Language arts state assessments.

**Activities**

For this performance target we will mainly be using lessons from our MindWorks curriculum. MindWorks Resources integrates the following best practices into daily, hands-on lessons to promote the development of life-long skills. Learning Skills (Critical Thinking, Creative Thinking, Collaborating, and Communicating); Literacy Skills (Information Literacy, Media Literacy, Technology Literacy Life Skills, Flexibility, and Initiative); and Social Skills (Productivity and Leadership).

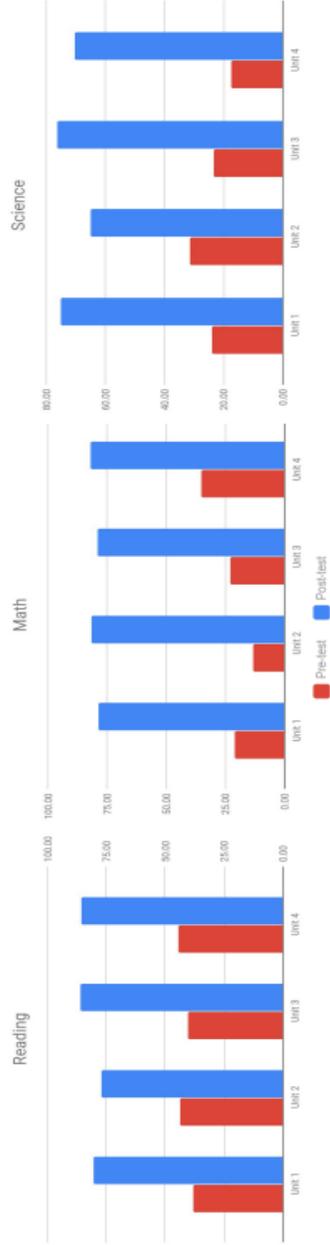
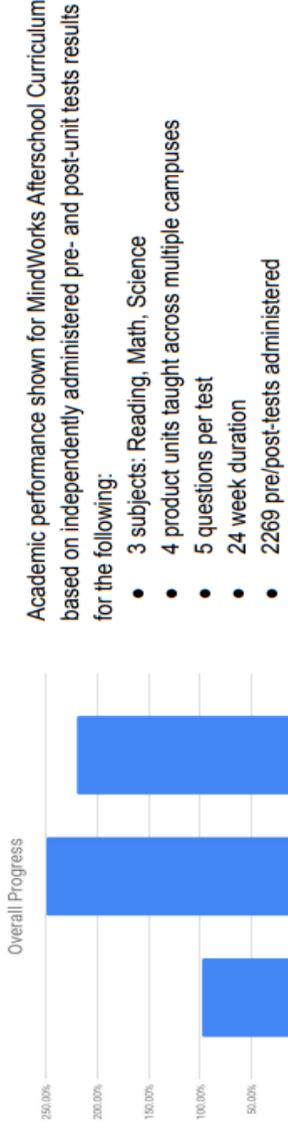
MindWorks' primary focus is the promotion of language and literacy. Using age-appropriate language, vocabulary, and context within each activity, they focus on promoting students' language development in natural and meaningful ways. Positive behaviors increase and attendance is improved when learning is hands-on and fun! Students are engaged in experimental learning that unfolds naturally in each and every MindWorks lesson.

No two days are alike; students will look forward to their after-school experience! All learning styles are addressed as our auditory, visual, and kinesthetic instructions engage students in active learning. Academic enrichment is achieved in Math, Science and Language Arts, all infused with STEAM, Social Studies, and Careers. Lessons are easy to implement by facilitators of all experience levels. Lesson preparation time is minimized which frees up valuable time for facilitators to build relationships with students. Facilitator confidence is increased through a consistent and engaging lesson format. Instant out-of-the-box activities are available at a moment's notice. Students' progress is documented through pre- and post- assessments for each set of lessons. Students enjoy learning and staff is comfortable and confident in facilitating lessons using the thoroughly researched, evidence-based, and well-structured program.

Below is an Academic Performance Study for MindWorks. As you can see the growth amount from the pre test to the post test is well over the 25% and even the 40% growth mark. We are hopeful this will be the same for our students as we use this new and

exciting hands on learning curriculum.

### MindWorks Resources Afterschool Curriculum Academic Performance Study



June 26, 2018

MindWorks also offers a Family Engagement Kit. Designed for optimal family engagement, either as a school-based family night or at home, each of the ENGAGE Family kits contain three lessons created to encourage family communication, problems-solving, and fun. With engaging projects and a wide variety of materials, the ENGAGE Family lessons are sure to have the entire family involved. Each creative, hands-on lesson provides an overview of the topic for the activity, a materials list, step-by-step instructions for completing the project, and "Let's Talk" questions to promote communication after the project is finished. MindWorks' ENGAGE Family is the perfect way to get the entire family involved in learning!

<p><b>Professional Development</b></p>	<p>The curriculum MindWorks offers employee training annually. This will consist of hands on learning for all employees. This training will equip our employees to understand and teach the lessons throughout the year. These trainings cover both Math and Language Arts. Additionally we will supplement the MindWorks training with Y4Y staff training. Y4Y focuses on learning for every staff member at every level of a 21st Century Community Learning Centers program. Research shows that students who attend high-quality afterschool programs are likely to do better in school, make positive choices about their health and well-being, and show improved communication and social skills with peers and adults.</p>
<p><b>Communicating Results</b></p>	<p>We will communicate these updates to our stakeholders in our monthly newsletters. Anytime we recognize a student has made growth in Math or Language Arts they will appear in the "Shout Out" section of our newsletter. This will keep parents and students engaged in learning and be proud of the progress they are making. Additionally we will communicate results through the weekly school system newsletter when applicable and on our website. Regular communication with school day teachers will guide us in measuring progress for students in K-3. Progress is more than grades alone. Progress also will be shown in the areas of behavior, social and emotional skills, and absenteeism. This is why regular teacher check ins will prove beneficial to our program. Additionally the school system has given us access to Skyward which is our school management software. Through this system we will be able to track student grades.</p>
<p><b>Performance Goal 2: All students will reach high academic standards demonstrating growth in all subjects.</b></p>	
<p><b>Performance Target(s)</b></p>	<p>2.1 At least 25% of ALL students in grades 7-8 and 10-12 who participated in programming during the school year and had an unweighted GPA of less than 3.0 the year before, will demonstrate an improved GPA.</p> <p>2.2 At least 50% of ALL students in grades 7-8 and 10-12 who participated in programming 90 hours or more during the school year and had an unweighted GPA of less than 3.0 the year before, will demonstrate an improved GPA.</p>
<p><b>Activities</b></p>	<p>Having a variety of learning tools available in a classroom is absolutely crucial to maintaining students' interest and dynamically appealing to the variety of preferential</p>

learning styles with any group of students. VR and AR learning provides a platform of varied, interactive and tactile learning, which appeals to various learning habits and preferences. Virtual reality (VR) technology can be used to add value to traditional teaching methods, creating fully immersive learning experiences where students are encouraged to communicate and collaborate. ClassVR is an all-in-one virtual reality solution that provides everything needed to implement VR into our program. It is designed specifically for the classroom providing headsets, resources, teacher controls and charging stations that help create immersive and engaging lessons. ClassVR gets students excited and fully engaged in learning through virtual reality. ClassVR's pre-printed lesson plans can be used independently by students, or in peer groups, aiding in self-led learning and peer collaboration. Students will be able to discuss topics, then interact with virtual and augmented reality (AR). ClassVR's platform of being able to add, manage and control the varied content provides teachers with a flexible system of being able to change what appears and what the students interact with by one click of a button. This content may be in the form of 360-degree images, 360-degree videos or interacting with 3D models through the use of the ARCube. ClassVR covers lessons on the following subjects: Art, Biology, Chemistry, Personal, Social and Citizenship Education, Design, Technology and Industrial Arts, Drama, Theatre and Performing Arts, Literacy and Language Arts, History, Mathematics, Music, Physical Education, Physics, and Geography. We believe this will fully engage students and excite them about learning. Being able to virtually engage in a variety of subjects will support learning in the classroom and improve the students over all GPA. Some key benefits of VR and AR in the classroom are improved outcomes through increased engagement and better knowledge retention through personal experience. Class VR follows the SAMR model for using technology in the classroom.

Another tool we will use to improve overall GPA is Botley a coding robot. Coding is a basic literacy in the digital age, and kids need to understand and work with the technology around them. Having children learn coding at a young age prepares them for the future. Coding helps children with communication, creativity, math, writing, and confidence. Students who learn the basic concepts of coding will also be learning to problem solve and think creatively. Children who learn to code understand how to plan and organize thoughts. Coding helps children to be able to visualize abstract concepts, lets them apply math to real-world situations, and makes math fun and creative. Through the use of Botley students will learn problem solving, self-correcting errors, critical thinking , analytical thinking, if they learn working collaboratively with others, discussion and communication

thinking, problem solving, working collaboratively with others, discussion and communication skills, calculating distance, and spatial concepts. These skills will carry over into the classroom and support overall academic growth thus raising the GPA of students.

We will use both of these programs periodically in our family engagement activities so that families are able to experience these wonderful advancements in technology.

### Professional Development

All ClassVR users are entitled to unlimited support via phone and email, with access to a suite of resources to help with implementation and training. Subscriptions come with bite-sized lectures on how to get set-up on ClassVR, using the portal and creating your very own VR experiences to make sure you're getting the most out of the headsets. All ClassVR Educational Specialists are fully qualified teachers. They have extensive experience in training teachers how to use technology successfully in the classroom. They understand how to adapt their sessions to meet the needs of staff across the whole range of familiarity with new technologies.

Additionally we will supplement the ClassVR training with Y4Y staff training. Y4Y focuses on learning for every staff member at every level of a 21st Century Community Learning Centers program. Research shows that students who attend high-quality afterschool programs are likely to do better in school, make positive choices about their health and well-being, and show improved communication and social skills with peers and adults.

### Communicating Results

We will communicate these updates to our stakeholders in our monthly newsletters. Anytime we recognize a student has made growth in Math or Language Arts they will appear in the "Shout Out" section of our newsletter. This will keep parents and students engaged in learning and be proud of the progress they are making. Additionally we will communicate results through the weekly school system newsletter and on our website. Regular communication with school day teachers will guide us in measuring progress for students in K-6. Progress is more than grades alone. Progress also will be shown in the areas of behavior, social and emotional skills, and absenteeism. This is why regular teacher check ins will prove beneficial to our program. Additionally the school system has given us access to Skyward which is our school management software. Through this system we will be able to track student grades.

**Performance Goal 3: The percentage of students who are chronically absent from school will decrease.**

<p>Performance Target(s)</p>	<p>3.1 At least 50% of ALL students who participated in programming during the school year and missed 18 days or more in the prior school year, will demonstrate an improved attendance rate in the current school year.</p> <p>3.2 At least 75% of ALL students who participated in the programming 90 hours or more during the school year and missed 18 days or more in the prior school year, will demonstrate and improved attendance rate in the current school year.</p>
<p>Activities</p>	

We will continue to analyze our strengths and weakness as a program to help with absenteeism. Through our use of ProCare, our childcare management software, we are able to track student attendance so that we can make informed decisions on how to improve. The most direct way we can improve attendance is by finding new ways to connect with parents. Parents are our customers and integrating them into the program will also help improve attendance. By eliminating any communication issues, our program will become an integral part of not only the child's day, but their parents as well. Sharing updates about their children will help to keep to them involved. Utilizing social media can also help boost our attendance numbers just by making our work more visible and keeping parents updated. We will engage with parents at checkout times using verbal announcements or updates on how their child is excelling in our program. We will also communicate through our monthly newsletter. We will have students of the month which will make the student be eligible to guest star on a local sports broadcasting show. Attendance will play a large role on which student that is selected monthly.

Students must attend their normal school day in order to attend our afterschool program. We will do an attendance war each month based on grade levels. Which ever grade level has the highest percentage of attendance for that month will get a random reward sometime throughout the following month. Giving the reward randomly will incentivize the student to attend the afterschool program as much as possible which in turn increases daily school attendance.

The best way to identify student absences is by using the attendance data collected through our ProCare childcare software program. If a site coordinator notices that a student has been absent from the after school program, they will check with the building administration to see if the student is having attendance issues during the school day and if so how can they help. Additionally the Site coordinator will reach out to the parent or guardian of the student who has been absent to see if there is nay support they can offer.

Another way our program helps decrease absenteeism is by supporting the McKinney Vento homeless assistance program. Any student who qualifies for this program can attend our program free of charge.

### Competitive Priority III Activities

We will be using a curriculum called MindUP to address mental health. For nearly two decades, the MindUP Program has been supporting mental wellness for children to thrive in school and throughout their lives. MindUP was created in response to the global epidemic of childhood aggression, anxiety, depression, and suicide. MindUP was developed by a team of experts and focuses on four pillars, neuroscience, social-emotional learning (SEL), positive psychology, and mindful awareness. MindUP provides the vehicle for whole-child, whole-school, whole-community transformation and offers programs that include educators, administrators, families, and adults. We are planning to integrate this into our daily frame work of our programs and be able to help address the mental health of the students we serve. MindUP For Schools is an evidence-based program that has been shown to increase pro-social actions, decrease aggressive behaviors, and improve academic achievement especially in math and language arts. MindUP has been shown to reduce aggression and increase pro-social behaviors. Evidence also demonstrates MindUP's positive impact on academic measures, such as math and language arts. A specific MindUp lesson will be taught monthly at each school by a certified school counselor. The counselor will dive deeper into a specific lesson for that month and then remain at the school for a set amount of time to meet with students one on one that may want to talk to them. A licensed counselor will also be on standby the entire year in case other needs may arise on days they are not at the school.

**Professional Development**

All employees will be trained on our ProCare system and understand how to accurately track attendance. They will also remind and encourage good attendance practices to the students. Employees will have yearly training on interaction with students. Building these relationships will be key to great attendance records. When the students look forward to spending time with the employees they are more apt to attend. Site coordinators will be trained in parent communication that can be implemented at check out time. This will assist us in knowing how the children are enjoying our program and if there are any issues that student may be have that we can help fix.

Additionally we will implement Y4Y staff training. Y4Y focuses on learning for every staff member at every level of a 21st Century Community Learning Centers program. Research shows that students who attend high-quality afterschool programs are likely to do better in school, make positive choices about their health and well-being, and show improved communication and social skills with peers and adults.

**Communicating Results**

Stakeholders will be able to see ways to interact and connect with our program in our monthly newsletter. We will also feature the student of the month and announce when their sports radio show will be airing so that all can watch. Additionally we will communicate results and showcase the program through the weekly school system newsletter, on the school system website and via social media outlets such as Facebook and Twitter.

**Performance Goal 4: All students will exhibit positive behavior changes that support academics and social growth.**

**Performance Target(s)**

- 4.1 At least 50% of ALL students who participated in programming during the school year will experience a decrease in the school suspensions compared to the previous year.
- 4.2 At least 75% of ALL students who participated in programming 90 hours or more during the school year will experience a decrease in in-school suspensions compared the previous year.

**Activities**

To combat unwanted behavior from students that could result in suspension we will be using a curriculum called "Core Essential Values". Through the use of Core Essential Values, we will use monthly value words (or Big Ideas) and a simple application to help focus on developing internal competencies in order to influence outward behaviors. Or in other words, as we tell kids, "Ideas that grow inside you to change the world around you." There are three components that Core Essential Values focus on. The first one is "Treating Others Right". This component focuses on our relationships with others, including the social emotional learning competencies of social awareness and relationship skills. The second component is "Making Smart Decisions". This component is about learning to make choices that incorporate many factors, as is age appropriate. It involves learning how to evaluate, identify problems, and being aware of personal safety and ethical standards. The third component is "Maximizing your potential". This incorporates self-awareness and self-management, and emphasizes long and short-term goals, where age appropriate. In using this curriculum our hopes are to promote character education and turn the tide in student suspensions. Each month there is also an animal and color associated with the value. These have specific meanings that tie back to the value and can be used for visual learners. It is a unique way of engaging students who may love art or animals. It is a visual representation of what value they are being taught for the month. We feel like this program will allow us to give students the tools they need and empower them to become the wonderful little people that they are. Through these core values it will allow students to understand behaviors and change them for the positive. This education of values will also foster and support academic and social growth among students and their peers. This program will help teach them how to feel good about themselves and when to recognize the positive choices they are making in their day to day lives. We will use the framework to show how to be meaningful and align to a bigger vision in our county where local businesses and organizations also focus on these same character traits. We will be able to link these traits to employability skills that ultimately develop better citizens and employees in our community. With all of these tools we think it will influence children to behave in a positive way thus cutting down on the number of suspended students throughout the school year.

### Competitive Priority III Activities

We will be using a curriculum called MindUP to address mental health. For nearly two decades, the MindUP Program has been supporting mental wellness for children to thrive in school and throughout their lives. MindUP was created in response to the global epidemic of childhood aggression, anxiety, depression, and suicide. MindUP was developed by a team of experts and focuses on four pillars, neuroscience, social-emotional learning (SEL), positive psychology, and mindful awareness. MindUP provides the vehicle for whole-child, whole-school, whole-community transformation and offers programs that include educators, administrators, families, and adults. We are planning to integrate this into our daily frame work of our program and be able to help address the mental health of the students we serve. MindUP For Schools is an evidence-based program that has been shown to increase pro-social actions, decrease aggressive behaviors, and improve academic achievement especially in math and language arts. MindUP has been shown to reduce aggression and increase pro-social behaviors. Evidence also demonstrates MindUP's positive impact on academic measures, such as math and language arts. A specific MindUp lesson will be taught monthly at each school by a certified school counselor. The counselor will dive deeper into a specific lesson for that month and then remain at the school for a set amount of time to meet with students one on one that may want to talk to them. A licensed counselor will also be on standby the entire year in case other needs may arise on days they are not at the school. We believe that with all of this in place it will promote better suspension rates by taking care of situations before they escalate.

**Professional Development**

Our staff will have an annual training of these character traits for the year at the beginning of each school year. We will go over the names and meanings and work together to come up with ways to incorporate them in all of our monthly activities. The newsletter will also include a section called "Why the Color" and "Why the Animal", explaining the significance of the color and animal of the month that corresponds with the value of the month. Each employee will be given a jump drive with the curriculum for them to use throughout the school year.

Additionally we will supplement the Core Essential Value and MindUP trainings with Y4Y staff training. Y4Y focuses on learning for every staff member at every level of a 21st Century Community Learning Centers program. Research shows that students who attend high-quality afterschool programs are likely to do better in school, make positive choices about their health and well-being, and show improved communication and social skills with peers and adults.

**Communicating Results**

These values will be communicated to our stakeholders through a monthly newsletter. Teachers, parents, and children will all know the value for that month and be able to utilize it in their daily interaction with the children. The newsletter will include practical ways to live out the value of the month and give conversation starters. Additionally we will communicate results through the weekly school system newsletter, social media outlets and on our website.

**Performance Goal 5: All students will continuously be engaged in their learning.**

**Performance Target (s)**

- 5.1 At least 50% of ALL students who participated in programming during the school year will demonstrate an improvement in teacher-reported engagement in learning.
- 5.2 At least 75% of ALL students who participated in programming 90 hours or more during the school year will demonstrate an improvement in teacher-reported engagement in learning.

**Activities**

The assistant site coordinator for each site will meet with teachers regularly at their school and go over the pacing guide so we stay on track. This will allow each school to coincide the lessons being taught in our program with what is being taught in the classroom. With our MindWorks curriculum we will provide hands on learning lessons that are the same concepts being taught in the classroom. This will reinforce the learning and show students practical ways the knowledge can be applied. Doing these lessons will help students be more engaged in the classroom and excited to learn about how the lessons can be applied to everyday life. This engagement in learning will spill over into the classroom and be evident to teachers and to other students.

**Professional Development**

Site coordinators will be trained on what pacing guides are and how to pick lessons from our curriculum that coincide with what is being taught in the classroom. Presentation skill training will also be done for all employees. The way the lessons are presented will greatly effect the reception of the lessons for the students. When we are excited about learning, the students will in turn become excited both in our program and in the classroom. It becomes less of what we "have" to do and more of what we "get" to do mentality. Additionally we will implement Y4Y staff training. Y4Y focuses on learning for every staff member at every level of a 21st Century Community Learning Centers program. Research shows that students who attend high-quality afterschool programs are likely to do better in school, make positive choices about their health and well-being, and show improved communication and social skills with peers and adults.

**Communicating Results**

We will communicate in our monthly newsletter what lessons and hands on activities are being taught for each grade level. Our newsletter will contain what is called a "Grade Level Statement". This is an overview for stakeholders about what will be taking place in each grade level at each site. This will detail the hands on lessons that will match up with the pacing guides. Additionally we will communicate results through the weekly school system newsletter, social media outlets and on our website.

**Performance Goal 6: Family engagement will be embedded in the entirety of the program.**

<p><b>Performance Target (s)</b></p>	<p>6.1 At least 90% of all families with children/youth who participated in the program will report that the program offers useful resources and materials such as workshops on homework assistance, parent advocacy, adult education classes, etc.</p> <p>6.2 At least 90% of all families with children/youth who participated in the program will report that there is always program staff available to discuss individual student needs.</p> <p>6.3 At least 90% of all families with children/youth who participate in the program will report they that the program provides an open, welcoming environment for families.</p>
<p><b>Activities</b></p>	<p>Useful resources are available to both the families and the children through many different mediums. We will have a monthly newsletter with activities parents can do with their student at home. This will help keep them informed with what their child is learning in our program. This can create conversations that are crucial in the students leaning.</p> <p>We will also offer a Parent Involvement Activities every Quarter. Parent involvements will be planned at various times during the program and take into account the parent's work schedule. These will allow students and parents to learn and grow together. We will alternate subjects for these involvements making sure to cover a variety of topics. We will make the activities relatable to what is going on in culture and in our community. These will also sometimes include a service learning project to benefit our community. Parents are encouraged to attend any scheduled fields trips with their student. Parents also know that we are a transparent program and have an open door policy. If ever any question arose they would feel comfortable to talk to us about it.</p> <p>There will be an assistant site coordinator at each school and will greet the parents at pick up. They will be available daily to discuss any individual student needs. The program director is also available at any time to discuss with parents any concerns or specific needs they have as a family or they have for their student. Through communication with the other staff the site coordinator will make an effort to communicate to each parent something interesting /positive that their child did or said at least once a week. The site coordinator will also ask parents regularly for input about their child's needs.</p> <p>We will also have community resources available for families. We will have an area where resources are located and will allow for privacy and confidentiality. Resources will include mental &amp; physical health, nutrition, housing, freebies, etc. We will also provide parents with a parent handbook. This handbook explains all program policies and procedures that families need to know. Family friendly language is used, not jargon or acronyms, in all written communications to families. We will also offer a parent suggestion box at each site and we will be prepared to</p>

address parents' suggestions constructively. During Staff Orientation the program will have training on how staff can make an effort to understand and respect cultural differences, to be non-judgmental, and keep an open mind about all families. Staff receive training and support in being aware of their own "cultural lenses" and/or biases, and how to be respectful of families and children no matter their backgrounds and cultural identifiers such as ethnicity, education level, race, sexual orientation, employment status, language, disability, socioeconomic status, etc. Another way we will engage with our parents will be at pick up time. Once quarterly we will have a gift for them at pick up. We will have "Mocha's for Moms" and "Doughnuts for Dads". Upon check out of their child the moms will be given the opportunity to make a cup of coffee and the dads will be given a doughnut. This will produce reciprocity and harbor good connections with parents. When they feel like we are giving to them they will in turn give to us in ways that will be beneficial to the program such as giving us more information on how to serve them as a family or giving of their time to help organize an event.

**Competitive  
Priority III  
Activities**

We will offer parent engagement using our MindUp program. This will allow parents access to the same lessons that their children are being taught to address mental health. Monthly a certified counselor will dive deeper into a specific lesson for that month and then remain at the school for a set amount of time to meet with students one on one as needed. A licensed counselor will also be on standby for additional family or student needs. We will have an area that parents can access upon pick up where resources are located and will allow for privacy and confidentiality. Resources will include mental & physical health, nutrition, housing, freebies, family activities, etc.

**Professional  
Development**

All staff will be trained on the MindUp curriculum. They will also undergo training through Youth for You, an online training resource, for "Family Engagement" and "Creating a "Positive Learning Environment". These tools will assist them in building parent advocacy, and engaging with families while creating a welcoming environment that is open for communication.

## Communicating Results

Each site will have its own location on resources that will be available to all stakeholders. We will also list resources in our monthly newsletter. When a suggestion is made in a suggestion box that will also be talked about in the monthly newsletter along with how we plan to address the comment. Additionally we will communicate results through the weekly school system newsletter and on our website.

Competitive Priority II Out of School Time Career Pathways. Competitive priority points will be awarded to applicants that propose to do one or more of the following:

- Provide work based learning opportunities for students during extended learning/out of school time
- Provide opportunities for students to prepare and sit for industry recognized certification exams

In this section, the applicant should describe the work based learning and/or certification opportunities that will be available to high school students who participate in the program.

**Partnerships. In this section, the applicant should describe how partnerships have or will be formed to carry out the project goals. A signed copy of the memorandum of agreement with the school district(s) must be completed and submitted with the application as well a statement of collaboration and partnership agreement form for each partner.**

Partners are invaluable to an after-school program. They support not only the program, but the students and families of the program. We rely on our partners to bring community into the school. This allows our students to feel more a part of the community and hopefully will give them a sense of ownership in their community. We have various partnerships that have eagerly agreed to work with us. Community-based organizations are also a key component to our after-school program in the fact that we will rely on their support in many ways. It is always with great pride that schools have collaboration within the community, and this is no exception to our Extended School Program. We believe that by joining together resources and knowledge we can create and maintain a first-rate program to help our children and area. We will ensure that all our partners collaborate and work together to have full success for each student. All communication will take place through the program director. In the absence of the director, the assistant

director will be the back-up designee. To make sure we have successful partnerships we will measure the productivity monthly by accessing our original goals, the student's overall accomplishments, and the staff's feedback. To maintain the progress and success for all partners working together we will hold semiannual meetings that will include any member of the partnership, staff, and community who would like to discuss the progress happening with students academically and socially. At the end of each meeting adjustments will be made to the program to its benefit. Since this is a technology-based world we live in, email will be an important aspect of communication as well between all partners and our program. We have secured partnership with several community partners. Elizabethton City Schools agrees to provide our program sites that include all utilities including a landline phone; use of office space; use of computer lab, library, and gymnasium; janitorial services; and maintenance of facilities. Additionally, Elizabethton City Schools will provide access to dye cut machine; book keeping services, payroll services; nutrition services; copy machines, include ESP staff in any relative trainings offered by the system and provide maintenance for all equipment. Elizabethton Chick-fil-A has agreed to donate four free kids meals monthly for our students of the month award. Tom Taylor Sports Show a six-time Associated Press Sportscaster of the year, agrees to announce our students of the month for elementary and middle school on the Tom Taylor Sports Show. This will take place on air at a sporting event and will allow the students to guest star for a short segment during the broadcast. The time and date will vary from month to month. The Coordinated School Health with Elizabethton City Schools agrees to offer quarterly health/wellness newsletters for parents; plan nutrition education classes for parents and students, as well as give parents strategies for increasing physical activity at home. CSH will offer general support for enhancing the health and wellness of our program's students in the form of lessons and resources from the Health Smart Curricula. CSH will measure the student's height and weight to calculate Body Mass Index at the beginning of the school year. CSH will provide training and resources to encourage students to participate daily moderate to vigorous physical activity that is developmentally appropriate, enjoyable, and involves a variety of activities. The Carter County Health Department shall partner with our program through their health educator to offer health promotion classes to the students in our program. The health educator will coordinate with ECS staff to plan curricula that promotes physical activity, nutrition, and wellness. Elizabethton Parks and Recreation agrees to provide special events throughout the year exclusively for our program. These will include an annual meet and greet with Santa and a special story time at the elementary schools. They will also have a Lego event hosted at the Parks and Rec Center, and a Glow Dodgeball competition. We will provide transportation to the students from each site to attend these events. Additional, Elizabethton Parks and Rec agrees to provide access to the restroom facilities at the city parks when we are scheduled to be at any park within city limits. Sycamore Shoals State Park has agreed to host a field trip for our students offering programming that covers the history of the state of Tennessee as well as the history of the City of Elizabethton. Additionally, the park will allow our program to host scavenger hunts and walks along and on the park trail. The Elizabethton/Carter County Public Library agrees to end as representative to the middle school once a month to discuss things such as genealogy and Tennessee History. Additionally, they will send a representative each month to read age appropriate books to the

students. They will also campaign a library card initiative with the students at all schools to get them excited about coming and checking out books.

**Sustainability. Applicants are asked to describe the process for continuing the project after grant funding is no longer available. The sustainability plan should be detailed. The applicant should include in this section a list of in-kind contributions that includes the source and approximate dollar amount.**

In order to sustain the program apart from grant funding we would target our at risk population who would need support outside of the regular school day. This would include students who are identified as academically at-risk. Students who are not projected to score proficient or advanced on the Reading and Mathematics TCAP tests and students who qualify for the Response to Intervention (RTI) program for Reading and Mathematics. This data would be used in the Extended School Program to identify students in need of supplemental, remedial, and/or enrichment activities for these two academic areas. Students who score in the bottom 25% of their class on the benchmark and progress monitoring assessments will be targeted for entrance into the program. Many times, the classroom teacher is the first to recognize at-risk students; therefore, teacher referrals for students would also be a qualifier for enrollment in the program. By streamlining who services are offered to, our budget for staffing and consumable items would significantly decrease which helps in sustaining the program. Non-consumable items such as curriculum, equipment, and community assets will still remain intact and will be utilized to further sustain the program. Activities will be focused on those that achieve desired outcomes. During our partnership meetings sustainability activities will be made known and discussed with partners and stakeholders.

In partnership meetings fundraiser and scholarship options will be discussed to sustain the program. Possibilities might include, a golf tournament, a community yard sale, a dessert auction, etc. To further sustain the program we would seek out in-kind donations from local businesses and community stakeholders. An income based fee designed to replicate the structure that the department of human services utilizes would be implemented. These fees would be collected once a year at registration. The amount would be determined based upon fundraising efforts. However no child will be excluded from attending the program if the student is not capable of paying the annual fee. Fees will be deposited on an as needed basis throughout the school year and will be managed by the school system.

## **Resources**

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

Related Documents

**Elizabethton (101) Public District - FY 2023 - 21st CCLC Cohort 2022 - Rev 0 - 21st CCLC Cohort 2022**

Optional Documents		
Type	Document Template	Document/Link
(21st CCLC/LEAPS) Statement of Collaboration/Partnerships	 <a href="#">Statement of Collaboration Form Template</a>	 <a href="#">Elizabethton Parks and Recreation Center</a>  <a href="#">Sycamore Shoals State Park</a>  <a href="#">Elizabethton Chick-fil-A</a>  <a href="#">Elizabethton Carter County Public Library</a>  <a href="#">Elizabethton City Schools, Carter County Health Department, Coordinated School Health</a>  <a href="#">Tom Taylor Sports Show</a>
(21st CCLC/LEAPS) Proof of D-U-N-S/UEI and System for Award Management (SAM) registration [Upload up to 2 document(s)]	N/A	 <a href="#">SAM and DUNS</a>
(21st CCLC/LEAPS) Most recent audit or financial review [Upload up to 2 document(s)]	N/A	 <a href="#">Audit Report 2021</a>
(21st CCLC/LEAPS) Memorandum of Agreement (required for CBOs)	 <a href="#">Memorandum of Agreement Form</a>	 <a href="#">Memorandum Agreement</a>
(21st CCLC/LEAPS) 501c(3) Determination Letter (required for CBOs) [Upload up to 1	N/A	

document(s)]			
(21st CCLC/LEAPS) IRS 990 (if applicable) [Upload up to 1 document(s)]	N/A		
(21st Century) Private Schools Consultation (CBOs)	 <u>Documentation of Private Schools Participation</u>	 <u>Private Schools</u>	
(21st CCLC) Expanded Learning Time Plan [Upload up to 1 document(s)]	N/A		
(21st CCLC) Program Income and Fees Plan	N/A	 <u>Program Income</u>	

Assurances

Elizabethton (101) Public District - FY 2023 - 21st CCLC Cohort 2022 - Rev 0 - 21st CCLC Cohort 2022

- I, THE UNDERSIGNED, CERTIFY that the information contained in this application is complete and accurate to the best of my knowledge; that the necessary assurances of compliance with applicable state and federal statutes, rules, and regulations will be met; and, that the indicated agency designated in this application is authorized to administer this grant. - Check box to agree.
  
- I FURTHER CERTIFY that the assurances listed below have been satisfied and that all facts, figures, and representation in this application are correct to the best of my knowledge. - Check box to agree.

Name of Applicant Agency Administrator:

Certify Date:  

21st CCLC General Assurances

Assurance is hereby provided that:

1. The programs and services provided under this grant will be used to address the needs set forth in the application and fiscal related information will be provided within the fiscal year timelines established for new, reapplying, and/or continuing programs.
2. The programs and services provided with federal funds under this grant will be operated so as not to discriminate on the basis of age, sex, race, national origin, religion, creed, or disability.
3. Administration of the program, activities, and services covered by this application will be in accordance with all applicable state and federal statutes, regulations, and the approved application.

4.	The activities and programs that will be performed under this grant will be used to supplement services and not supplant funds from non-federal sources.
5.	The grantee will require the entity and its principals involved in any subtier covered transaction paid through federal funds, that requires such certification, to ensure it/they are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by a federal department or agency. {EDGAR-Part 85}
6.	The grantee will evaluate its program periodically to assess its progress toward achieving its goals and objectives and use its evaluation results to refine, improve, and strengthen its program and to refine its goals and objectives as appropriate.
7.	The grantee will submit to the department such information, and at such intervals, that the department requires to complete state and/or federal reports.
8.	This program will be administered in accordance with all applicable statutes, regulations, program plans, and applications.
9.	The grantee will cooperate in carrying out any evaluation of this program conducted by or for the state educational agency, the secretary, or other federal officials.
10.	The grantee will comply with civil rights and nondiscrimination requirement provisions and equal opportunities to participate for all eligible students, teachers, and other program beneficiaries.
11.	The grantee will use fiscal control and fund accounting procedures as will ensure proper disbursement of, and accounting for, federal funds received and distributed under this program.
12.	The grantee will (a) make reports to the Tennessee Department of Education and the U.S. Secretary of Education as may be necessary to enable the state and federal departments to perform their duties under this program; and (b) maintain records, provide information, and afford access to the records, as the department or the U.S. Secretary of Education may find necessary to carry out their duties
13.	Each agency receiving funds under this grant shall use these funds only to supplement, and not to supplant state and local funds that, in the absence of such funds would otherwise be spent for activities under this section.

14. The applicant will file financial reports and claims for reimbursement in accordance with procedures prescribed by the Tennessee Department of Education.
15. No board or staff member of a grantee will participate in, or make recommendations with respect to, an administrative decision regarding a program or project if such decision can be expected to result in any benefit or remuneration, such as a royalty, commission, contingent fee, brokerage fee, consultant fee, or other benefit to him or her or any member of his/her immediate family.
16. Before the plan was submitted, the grantee afforded a reasonable opportunity for public comment on the plan and has considered such comment.
17. Any printed (or other media) description of programs will state the total amount being spent on the project or activity and will indicate the percentage of funds from the federally funded programs.
18. The grantee will 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.
19. The grantee will administer such funds and property to the extent required by the authorizing statutes.

**Program Specific Assurances**

**Assurance is further provided that:**

20. The program will take place in a safe and easily accessible facility.
21. The proposed program was developed and will be carried out in active collaboration with the schools the students attend.
22. The program will primarily target students who attend schools eligible for school-wide programs under Section 1114 and the families of such students.
23. Funds under this part will be used to increase the level of state, local, and other non-federal funds that would, in the absence of funds under this part, and in no case supplant federal, state, local, or other non-federal funds.

24. The community will be given notice of an intent to submit an application and that the application and any waiver request will be available for public review after submission of the application.

25. The program will be provided in a manner that meets the minimum, basic requirements of state child care guidelines.

New Applicant Summary

**Elizabethton (101) Public District - FY 2023 - 21st CCLC Cohort 2022 - Rev 0 - New Applicant Summary**

Grant Name	Applicant Name	Application Number	Budget Amount	Applicant Score
21st CCLC Cohort 2022	Elizabethton	21	\$244,575.00	Not Assigned

Allocations

**Elizabethton (101) Public District - FY 2022 - FY22 Literacy Training Teacher Stipend Grant - Rev 0 - Allocations**

	<b>(1)</b>	<b>Stipend PK-5 (2)</b>	<b>Stipend 5-12</b>	<b>Total</b>
<b>Original</b>	\$0.01	\$0.00	\$0.01	\$0.02
<b>Incoming Carryover</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Outgoing Carryover</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Reallocated</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Additional</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Released</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Consortium</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Forfeited</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>FER Released</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>	\$0.01	\$0.00	\$0.01	\$0.02

Cover Page

**Elizabethton (101) Public District - FY 2022 - FY22 Literacy Training Teacher Stipend Grant - Rev 0 - Allocations**

**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

**Director of Schools**

**Name**

Richard VanHuss

**Email**

richard.vanhuss@ecschoools.net

Phone

423-547-8000

Check here if the district is not applying for the PK-5 Literacy Training Teacher Stipend grant.

**PK-5 Literacy Training Teacher Stipend Grant Point of Contact**

Name

Myra Newman

Email

myra.newman@ecschoools.net

Phone

423-547-8000

**PK-5 Shipping Material Point of Contact**

Name

Rachel Darnell

Email

rachel.darnell@ecschoools.net

Phone

423-547-8000

Address

Elizabethton City Schools C/O Rachel Darnell 804 S. Watauga Ave Elizabethton, TN 37643

Check here if the district is not applying for the Secondary 5-12 Literacy Training Teacher Stipend Grant.

### Secondary 5-12 Literacy Training Teacher Stipend Grant Point of Contact

Check if the 5-12 point of contact will be the same as the PK-5 point of contact listed above.

Name

Myra Newman

Email

myra.newman@ecschoools.net

Phone

423-547-8000

### Secondary 5-12 Shipping Material Point of Contact

Check if the 5-12 shipping contact is the same as the PK-5 shipping contact listed above.

Name

Myra Newman

Email

myra.newman@ecschoools.net

Phone

423-547-8000

Address

Elizabethton City Schools C/O Myra Newman 804 S. Watauga Ave Elizabethton, TN 37643

### Fiscal Representative Point of Contact

Name

Beth Wilson

Email

beth.wilson@ecschoools.net

Phone

423-547-8000

**Which Grant(s) is your district applying?**

- Early Reading Training (PK-5)
- Secondary Literacy Training (5-12)

**DUNS Number**

100072768

**Unique Entity Identifier (UEI)**

MP87VN3EF127

Program Details

**Elizabethton (101) Public District - FY 2022 - FY22 Literacy Training Teacher Stipend Grant - Rev 0 - Early Reading Training (PK-5)**

**Program Question**

If any Week 2 participants will require accommodations, please select from the list below.

Hearing

Physical

Visual

Other

**Resources**

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

Budget

**Elizabethton (101) Public District - FY 2022 - FY22 Literacy Training Teacher Stipend Grant - Rev 0 - Early Reading Training (PK-5)**

<b>Account Number</b>	<b>Total</b>
71100 - Regular Instruction Program	\$0.01
<b>Total</b>	<b>\$0.01</b>
<b>Adjusted Allocation</b>	<b>\$0.01</b>
<b>Remaining</b>	<b>\$0.00</b>

Budget Detail

**Elizabethton (101) Public District - FY 2022 - FY22 Literacy Training Teacher Stipend Grant - Rev 0 - Early Reading Training (PK-5)**

71100 - Regular Instruction Program - \$0.01 ▼

Budget Detail		Narrative Description
<b>Account Number:</b>	71100 - Regular Instruction Program	Funds will be utilized to pay \$1000 stipend to teachers who attend Early Literacy and Secondary Literacy Training in Summer 2022
<b>Line Item Number:</b>	189 - Other Salaries & Wages	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$0.01	
<b>Line Item Total:</b>	\$0.01	
<b>Total for 71100 - Regular Instruction Program:</b>		\$0.01
<b>Total for all other Account Numbers:</b>		\$0.00
<b>Total for all Account Numbers:</b>		\$0.01
<b>Adjusted Allocation:</b>		\$0.01
<b>Remaining:</b>		\$0.00

Budget Overview

**Elizabethton (101) Public District - FY 2022 - FY22 Literacy Training Teacher Stipend Grant - Rev 0 - Early Reading Training (PK-5)**

Filter by Location: All - \$0.01 ▼

Line Item Number	Account Number	71100 - Regular Instruction Program	Total
189 - Other Salaries & Wages		0.01	0.01
<b>Total</b>		0.01	0.01
		<b>Adjusted Allocation</b>	0.01
		<b>Remaining</b>	0.00

Related Documents

**Elizabethton (101) Public District - FY 2022 - FY22 Literacy Training Teacher Stipend Grant - Rev 0 - Early Reading Training (PK-5)**

**Required Documents**

This page is currently not accepting Related Documents.

Program Details

**Elizabethton (101) Public District - FY 2022 - FY22 Literacy Training Teacher Stipend Grant - Rev 0 - Secondary Literacy Training (5-12)**

**Program Question**

If any Week 2 participants will require accommodations, please select from the list below.

Hearing

Physical

Visual

Other

**Resources**

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

Budget

**Elizabethton (101) Public District - FY 2022 - FY22 Literacy Training Teacher Stipend Grant - Rev 0 - Secondary Literacy Training (5-12)**

<b>Account Number</b>	<b>Total</b>
71100 - Regular Instruction Program	\$0.01
<b>Total</b>	<b>\$0.01</b>
<b>Adjusted Allocation</b>	<b>\$0.01</b>
<b>Remaining</b>	<b>\$0.00</b>

Budget Detail

**Elizabethton (101) Public District - FY 2022 - FY22 Literacy Training Teacher Stipend Grant - Rev 0 - Secondary Literacy Training (5-12)**

71100 - Regular Instruction Program - \$0.01 ▾

Budget Detail		Narrative Description
<b>Account Number:</b>	71100 - Regular Instruction Program	Funds will be utilized to pay \$1000 stipend to teachers who complete Course I and Course II of the Secondary Literacy Training
<b>Line Item Number:</b>	189 - Other Salaries & Wages	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$0.01	
<b>Line Item Total:</b>	\$0.01	
<b>Total for 71100 - Regular Instruction Program:</b>		\$0.01
<b>Total for all other Account Numbers:</b>		\$0.00
<b>Total for all Account Numbers:</b>		\$0.01
<b>Adjusted Allocation:</b>		\$0.01
<b>Remaining:</b>		\$0.00

Budget Overview

**Elizabethton (101) Public District - FY 2022 - FY22 Literacy Training Teacher Stipend Grant - Rev 0 - Secondary Literacy Training (5-12)**

Filter by Location: All - \$0.01

Line Item Number	Account Number	71100 - Regular Instruction Program	Total
189 - Other Salaries & Wages		0.01	0.01
<b>Total</b>		0.01	0.01
		<b>Adjusted Allocation</b>	0.01
		<b>Remaining</b>	0.00

Related Documents

**Elizabethton (101) Public District - FY 2022 - FY22 Literacy Training Teacher Stipend Grant - Rev 0 - Secondary Literacy Training (5-12)**

**Required Documents**

This page is currently not accepting Related Documents.

Assurances

**Elizabethton (101) Public District - FY 2022 - FY22 Literacy Training Teacher Stipend Grant - Rev 0 - Assurances**

\* 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:

**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](#).
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.
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.

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.
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>
9.	Keep such records, and provide such information to the TDOE, as may be reasonably required for fiscal audit, data reporting, and program evaluation.
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.
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.
12.	Special Education and Related Services shall be provided in compliance with established Federal and State Rules, Regulations, & Minimum Standards.
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.
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
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](mailto:cpo.auditnotice@tn.gov).

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

**Elizabethton (101) Public District - FY 2022 - Summer Learning Camps - Rev 0 - Allocations**

**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](mailto:richard.vanhuss@ecschools.net)

**Phone**

423-547-8000

**Summer Learning Camps Point of Contact**

**Name**

Myra Newman

**Email**

[myra.newman@ecschools.net](mailto:myra.newman@ecschools.net)

**Phone**

423-547-8000

**DUNS Number**

100072768

**Unique Entity Identifier (UEI)**

MP87VN3EF127

Allocations

**Elizabethton (101) Public District - FY 2022 - Summer Learning Camps - Rev 0 - Allocations**

	(1) Summer Learning	(2) Bridge Camp	(3) STREAM	(4) Sum Learn Transp	Total
<b>Original</b>	\$155,100.57	\$70,094.70	\$44,314.45	\$42,680.45	\$312,190.17
<b>Incoming Carryover</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Outgoing Carryover</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Reallocated</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Additional</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Released</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Consortium</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Forfeited</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>FER Released</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>	\$155,100.57	\$70,094.70	\$44,314.45	\$42,680.45	\$312,190.17

Budget

**Elizabethton (101) Public District - FY 2022 - Summer Learning Camps - Rev 0 - Learning Camps**

<b>Account Number</b>	<b>Total</b>
71100 - Regular Instruction Program	\$130,812.57
71200 - Special Education Program	\$0.00
72110 - Attendance	\$0.00
72120 - Health Services	\$4,718.00
72130 - Other Student Support	\$0.00
72210 - Support Services/Regular Instruction Program	\$0.00
72310 - Board of Education	\$0.00
72410 - Office of the Principal	\$9,328.00
72610 - Operation of Plant	\$4,242.00
72710 - Transportation	\$0.00
73100 - Food Service	\$6,000.00
99100 - Transfers Out	\$0.00
<b>Total</b>	<b>\$155,100.57</b>
<b>Adjusted Allocation</b>	<b>\$155,100.57</b>
<b>Remaining</b>	<b>\$0.00</b>

Budget Detail

**Elizabethton (101) Public District - FY 2022 - Summer Learning Camps - Rev 0 - Learning Camps**

71100 - Regular Instruction Program - \$130,812.57 ▼

Budget Detail		Narrative Description	
<b>Account Number:</b>	71100 - Regular Instruction Program	Funds to pay 19 teachers (FTE 19.00) for 4 weeks of Summer Learning Camp.	
<b>Line Item Number:</b>	116 - Teachers		
<b>Optional Program Code:</b>			
<b>Location Code:</b>	Elizabethton (101)		
<b>Quantity:</b>	1.00		
<b>Cost:</b>	\$79,200.00		
<b>Line Item Total:</b>	\$79,200.00		
<b>Account Number:</b>	71100 - Regular Instruction Program		Funds to pay 7 (FTE 6.02) Educational Assistant positions at \$15 an hour for 6 hours a day for a total of 16 days.
<b>Line Item Number:</b>	163 - Educational Assistants		
<b>Optional Program Code:</b>			
<b>Location</b>	Elizabethton (101)		

<b>Code:</b>		
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$10,080.00	
<b>Line Item Total:</b>	\$10,080.00	
<b>Account Number:</b>	71100 - Regular Instruction Program	Funds to pay Social Security benefits for Summer Learning Camp employees (Teachers - FTE 19.00; Educational Assistants - FTE 6.02)
<b>Line Item Number:</b>	201 - Social Security	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$5,536.00	
<b>Line Item Total:</b>	\$5,536.00	
<b>Account Number:</b>	71100 - Regular Instruction Program	Funds to pay state retirement benefits for Summer Learning Camp employees (Teachers - 19.00) and Educational Assistant that have selected retirement benefits.
<b>Line Item Number:</b>	204 - State Retirement	
<b>Optional Program Code:</b>		

<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$7,379.00	
<b>Line Item Total:</b>	\$7,379.00	
<b>Account Number:</b>	71100 - Regular Instruction Program	Funds to pay Employer Medicare benefits for Summer Learning Camp employees. (Teacher - 19.00; Educational Assistant - 6.02)
<b>Line Item Number:</b>	212 - Employer Medicare	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$1,295.00	
<b>Line Item Total:</b>	\$1,295.00	
<b>Account Number:</b>	71100 - Regular Instruction Program	Funds to pay Retirement-Hybrid Stabilization benefits for appropriate Summer Learning Camp employees. (For those that qualify)
<b>Line Item Number:</b>	217 - Retirement - Hybrid Stabilization	Teachers - FTE 19)
<b>Optional Program Code:</b>		

<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$1,119.00	
<b>Line Item Total:</b>	\$1,119.00	
<b>Account Number:</b>	71100 - Regular Instruction Program	<p>Funds to purchase needed instructional supplies and materials to operate and instruct students during Summer Learning Camp. Instructional Supplies and Materials will include any instructional programs (CKLA, Benchmark, Amplify, Math), paper to copy Math and ELA materials, pencils, construction paper, dry erase markers, chart paper, tape, paper clips, highlighters, etc.</p>
<b>Line Item Number:</b>	429 - Instructional Supplies & Materials	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$26,203.57	
<b>Line Item Total:</b>	\$26,203.57	
<b>Total for 71100 - Regular Instruction Program:</b>		\$130,812.57
<b>Total for all other Account Numbers:</b>		\$24,288.00
<b>Total for all Account Numbers:</b>		\$155,100.57
<b>Adjusted Allocation:</b>		\$155,100.57
<b>Remaining:</b>		\$0.00



Budget Detail

**Elizabethton (101) Public District - FY 2022 - Summer Learning Camps - Rev 0 - Learning Camps**

72120 - Health Services - \$4,718.00 ▼

Budget Detail		Narrative Description	
<b>Account Number:</b>	72120 - Health Services	Funds to employ 1 nurse (FTE 1.00) for the Summer Learning Camp	
<b>Line Item Number:</b>	131 - Medical Personnel		
<b>Optional Program Code:</b>			
<b>Location Code:</b>	Elizabethton (101)		
<b>Quantity:</b>	1.00		
<b>Cost:</b>	\$4,000.00		
<b>Line Item Total:</b>	\$4,000.00		
<b>Account Number:</b>	72120 - Health Services		Funds to pay Social Security benefits for school nurse.
<b>Line Item Number:</b>	201 - Social Security		
<b>Optional Program Code:</b>			
<b>Location</b>	Elizabethton (101)		

<b>Code:</b>		
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$248.00	
<b>Line Item Total:</b>	\$248.00	
<b>Account Number:</b>	72120 - Health Services	Funds to pay State Retirement benefits for school nurse for the Summer Learning Camp
<b>Line Item Number:</b>	204 - State Retirement	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$412.00	
<b>Line Item Total:</b>	\$412.00	
<b>Account Number:</b>	72120 - Health Services	Funds to pay Employer Medicare benefits for school nurse for Summer Learning Camp
<b>Line Item Number:</b>	212 - Employer Medicare	
<b>Optional Program Code:</b>		

Location Code: Elizabethton (101)

Quantity: 1.00

Cost: \$58.00

Line Item Total: \$58.00

Total for 72120 - Health Services: \$4,718.00

Total for all other Account Numbers: \$150,382.57

Total for all Account Numbers: \$155,100.57

Adjusted Allocation: \$155,100.57

Remaining: \$0.00

Budget Detail

**Elizabethton (101) Public District - FY 2022 - Summer Learning Camps - Rev 0 - Learning Camps**

72410 - Office of the Principal - \$9,328.00 ▼

Budget Detail		Narrative Description
<b>Account Number:</b>	72410 - Office of the Principal	Funds to employ two (2) part-time Program Directors (FTE 1.00)
<b>Line Item Number:</b>	139 - Assistant Principal(s)	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$6,000.00	
<b>Line Item Total:</b>	\$6,000.00	
<b>Account Number:</b>	72410 - Office of the Principal	Funds to employ 1 Summer Learning Camp Secretary (FTE - 1.00)
<b>Line Item Number:</b>	161 - Secretary(s)	
<b>Optional Program Code:</b>		
<b>Location</b>	Elizabethton (101)	

<b>Code:</b>		
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$1,920.00	
<b>Line Item Total:</b>	\$1,920.00	
<b>Account Number:</b>	72410 - Office of the Principal	Funds to pay Social Security benefits for Office of Principal/Summer Learning Camp employees.
<b>Line Item Number:</b>	201 - Social Security	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$492.00	
<b>Line Item Total:</b>	\$492.00	
<b>Account Number:</b>	72410 - Office of the Principal	Funds to pay State Retirement benefits for Office of the Principal/Summer Learning Camp employees.
<b>Line Item Number:</b>	204 - State Retirement	
<b>Optional Program Code:</b>		

<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$801.00	
<b>Line Item Total:</b>	\$801.00	
<b>Account Number:</b>	72410 - Office of the Principal	Funds to pay Employer Medicare benefits for Summer Learning Camp/Office of the Principal employees.
<b>Line Item Number:</b>	212 - Employer Medicare	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$115.00	
<b>Line Item Total:</b>	\$115.00	
<b>Total for 72410 - Office of the Principal:</b>		\$9,328.00
<b>Total for all other Account Numbers:</b>		\$145,772.57
<b>Total for all Account Numbers:</b>		\$155,100.57
<b>Adjusted Allocation:</b>		\$155,100.57
<b>Remaining:</b>		\$0.00



Budget Detail

**Elizabethton (101) Public District - FY 2022 - Summer Learning Camps - Rev 0 - Learning Camps**

72610 - Operation of Plant - \$4,242.00 ▼

Budget Detail		Narrative Description	
<b>Account Number:</b>	72610 - Operation of Plant	Funds to employ two (2) FTE 2.0 Custodian for Summer Learning Camp	
<b>Line Item Number:</b>	166 - Custodial Personnel		
<b>Optional Program Code:</b>			
<b>Location Code:</b>	Elizabethton (101)		
<b>Quantity:</b>	1.00		
<b>Cost:</b>	\$3,700.00		
<b>Line Item Total:</b>	\$3,700.00		
<b>Account Number:</b>	72610 - Operation of Plant		Funds to pay Social Security benefits for Summer Learning Camp Custodian
<b>Line Item Number:</b>	201 - Social Security		
<b>Optional Program Code:</b>			
<b>Location</b>	Elizabethton (101)		

<b>Code:</b>		
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$196.00	
<b>Line Item Total:</b>	\$196.00	
<b>Account Number:</b>	72610 - Operation of Plant	Funds to pay State Retirement benefits for Summer Learning Camp Custodian
<b>Line Item Number:</b>	204 - State Retirement	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$300.00	
<b>Line Item Total:</b>	\$300.00	
<b>Account Number:</b>	72610 - Operation of Plant	Funds to pay Employer Medicare benefits for Summer Learning Camp Custodian
<b>Line Item Number:</b>	212 - Employer Medicare	
<b>Optional Program Code:</b>		

Location Code: Elizabethton (101)

Quantity: 1.00

Cost: \$46.00

Line Item Total: \$46.00

Total for 72610 - Operation of Plant: \$4,242.00

Total for all other Account Numbers: \$150,858.57

Total for all Account Numbers: \$155,100.57

Adjusted Allocation: \$155,100.57

Remaining: \$0.00

Budget Detail

**Elizabethton (101) Public District - FY 2022 - Summer Learning Camps - Rev 0 - Learning Camps**

73100 - Food Service - \$6,000.00 ▼

Budget Detail		Narrative Description
<b>Account Number:</b>	73100 - Food Service	Funds will be utilized to purchase daily nutritious snacks for campers.
<b>Line Item Number:</b>	422 - Food Supplies	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$6,000.00	
<b>Line Item Total:</b>	\$6,000.00	
<b>Total for 73100 - Food Service:</b>		\$6,000.00
<b>Total for all other Account Numbers:</b>		\$149,100.57
<b>Total for all Account Numbers:</b>		\$155,100.57
<b>Adjusted Allocation:</b>		\$155,100.57
<b>Remaining:</b>		\$0.00

Budget Overview

**Elizabethton (101) Public District - FY 2022 - Summer Learning Camps - Rev 0 - Learning Camps**

Filter by Location: All - \$155,100.57 ▼

Line Item Number	Account Number	71100 - Regular Instruction Program	72120 - Health Services	72410 - Office of the Principal	72610 - Operation of Plant	73100 - Food Service	Total
116 - Teachers		79,200.00					79,200.00
131 - Medical Personnel			4,000.00				4,000.00
139 - Assistant Principal(s)				6,000.00			6,000.00
161 - Secretary(s)				1,920.00			1,920.00
163 - Educational Assistants		10,080.00					10,080.00
166 - Custodial Personnel					3,700.00		3,700.00
201 - Social Security		5,536.00	248.00	492.00	196.00	0.00	6,472.00

Line Item Number	Account Number	71100 - Regular Instruction Program	72120 - Health Services	72410 - Office of the Principal	72610 - Operation of Plant	73100 - Food Service	Total
204 - State Retirement		7,379.00	412.00	801.00	300.00	0.00	8,892.00
212 - Employer Medicare		1,295.00	58.00	115.00	46.00	0.00	1,514.00
217 - Retirement - Hybrid Stabilization		1,119.00	0.00	0.00	0.00	0.00	1,119.00
422 - Food Supplies						6,000.00	6,000.00
429 - Instructional Supplies & Materials		26,203.57					26,203.57
<b>Total</b>		130,812.57	4,718.00	9,328.00	4,242.00	6,000.00	155,100.57
						<b>Adjusted Allocation</b>	155,100.57
						<b>Remaining</b>	0.00

Learning Camp Program Details

**Elizabethton (101) Public District - FY 2022 - Summer Learning Camps - Rev 0 - Learning Camps**

\* 1. What is the camp start date?

05/31/2022



\* 2. What is the camp end date?

06/23/2022



\* 3. Did the district receive an approved waiver for implementation of summer programming?

Yes ▼

\* Upload the Waiver in the Related Documents Folder

\* 4. Did the district adopt a policy that requires participation for priority students based on the criteria from the bill?

No ▼

\* Upload the Policy in the Related Documents Folder

\* 5. How many students in your district meet the criteria for priority status as defined in Public Chapter 1?

421

\* 6. Is your district using other funding sources to support this camp?

Yes ▼

If yes, what funding sources did the district utilize.

State and Local

ESSER 1.0

ESSER 2.0

ESSER 3.0

Community Partnership

Other

If **Other**, write what funding source was utilized.

7. Please attach an overview of your district summer camp in **Related Documents** that includes dates, daily schedule, and staffing plan. This artifact is for informational purposes only.

### Resources

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

[Click here to read the FAQ.](#)

[Click here to read the Budget Narrative Overview](#)

Learning Camp Student Eligibility and Participation

**Elizabethton (101) Public District - FY 2022 - Summer Learning Camps - Rev 0 - Learning Camps**

**Instructions**

Complete the following chart.

The percentages will auto-populate and must equal 100% before the application can be submitted.

*Example*

Projected summer camp/bridge camp/STREAM enrollment	Number of students projected to enroll who qualify as ED	Percent of students projected to enroll who qualify as ED	Number of students projected to enroll who meet the priority status as defined in Public Chapter 1	Percent of students projected to enroll who meet the priority status as defined in Public Chapter 1
236	145	61.44%	91	38.56%

**Student Eligibility and Participation**

Projected summer camp/bridge camp/STREAM enrollment	Number of students projected to enroll who qualify as ED	Percent of students projected to enroll who qualify as ED	Number of students projected to enroll who meet the priority status as defined in Public Chapter 1	Percent of students projected to enroll who meet the priority status as defined in Public Chapter 1
421	255	60.5700 %	166	39.43 %

**Resources**

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

[Click here to read the FAQ.](#)

[Click here to read the Budget Narrative Overview](#)

Elizabethon (101) Public District - FY 2022 - Summer Learning Camps - Rev 0 - Learning Camps

**Instructions**

Column A-I Total Headcount/FTE for each column of the employee category

Column J Totals will auto-calculate across the bottom of the graph and in the last column of the graph

See the **Resources** area below for more • [FTE guidance](#).

*Example*

Column A	Column B		Column C		Column D		Column E		Column F		Column G		Column H		Column I		Column J	
	Headcount	FTE	Headcount	FTE	Headcount	FTE												
20	12.89	19	14.61	0	0.00	0	0.00	8	8.00	1	1.00	2	0	0.00	0	0.00	50	37.50
20	12.89	19	14.61	0	0.00	0	0.00	8	8.00	1	1.00	2	0	0.00	0	0.00	50	37.50

**Summer Camp Personnel**

Column A	Column B		Column C		Column D		Column E		Column F		Column G		Column H		Column I - Specify		Column J		
	Headcount	FTE	Headcount	FTE	Headcount	FTE													
19	19.00	7	6.02	0	0.00	2	1.00	0	0.00	1	1.00	0	0.00	2	2.00	1	1.00	32	30.02
19	19.00	7	6.02	0	0.00	2	1.00	0	0.00	1	1.00	0	0.00	2	2.00	1	1.00	32	30.02

**Resources**

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

[FTE Guidance](#)

[Click here to read the FAQ](#)

[Click here to read the Budget Narrative Overview](#)

Related Documents

**Elizabethton (101) Public District - FY 2022 - Summer Learning Camps - Rev 0 - Learning Camps**

Required Documents		
Type	Document Template	Document/Link
Summer Camp Planning Documents [Upload at least 1 document(s)]	N/A	 <a href="#">Elizabethton Summer Learning Camps Overview</a>
Optional Documents		
Type	Document Template	Document/Link
Waiver	N/A	 <a href="#">Waiver Approval</a>  <a href="#">Waiver Approval Email</a>
Enrollment Criteria (Optional)	N/A	
Enrollment/Attendance Policy (Optional)	N/A	

Budget

**Elizabethton (101) Public District - FY 2022 - Summer Learning Camps - Rev 0 - Bridge Camp**

<b>Account Number</b>	<b>Total</b>
71100 - Regular Instruction Program	\$61,128.70
71200 - Special Education Program	\$0.00
72110 - Attendance	\$0.00
72120 - Health Services	\$0.00
72130 - Other Student Support	\$0.00
72210 - Support Services/Regular Instruction Program	\$0.00
72310 - Board of Education	\$0.00
72410 - Office of the Principal	\$8,966.00
72610 - Operation of Plant	\$0.00
72710 - Transportation	\$0.00
73100 - Food Service	\$0.00
99100 - Transfers Out	\$0.00
<b>Total</b>	<b>\$70,094.70</b>
<b>Adjusted Allocation</b>	<b>\$70,094.70</b>
<b>Remaining</b>	<b>\$0.00</b>

Budget Detail

**Elizabethton (101) Public District - FY 2022 - Summer Learning Camps - Rev 0 - Bridge Camp**

71100 - Regular Instruction Program - \$61,128.70 ▼

Budget Detail		Narrative Description	
<b>Account Number:</b>	71100 - Regular Instruction Program	Funds to employ 12 (FTE 12.00) Summer Bridge Camp teachers.	
<b>Line Item Number:</b>	116 - Teachers		
<b>Optional Program Code:</b>			
<b>Location Code:</b>	Elizabethton (101)		
<b>Quantity:</b>	1.00		
<b>Cost:</b>	\$48,000.00		
<b>Line Item Total:</b>	\$48,000.00		
<b>Account Number:</b>	71100 - Regular Instruction Program		Funds to employ three (FTE 3.00) Educational Assistants for Summer Bridge Camp
<b>Line Item Number:</b>	163 - Educational Assistants		
<b>Optional Program Code:</b>			
<b>Location</b>	Elizabethton (101)		

<b>Code:</b>		
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$4,320.00	
<b>Line Item Total:</b>	\$4,320.00	
<b>Account Number:</b>	71100 - Regular Instruction Program	Funds to pay Social Security benefits for Summer Bridge Camp teachers and educational assistants
<b>Line Item Number:</b>	201 - Social Security	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$3,244.00	
<b>Line Item Total:</b>	\$3,244.00	
<b>Account Number:</b>	71100 - Regular Instruction Program	Funds to pay State Retirement benefits for appropriate Summer Bridge Camp teachers
<b>Line Item Number:</b>	204 - State Retirement	
<b>Optional Program Code:</b>		

<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$3,546.70	
<b>Line Item Total:</b>	\$3,546.70	
<b>Account Number:</b>	71100 - Regular Instruction Program	Funds to pay Employer Medicare benefits for Summer Bridge Camp employees.
<b>Line Item Number:</b>	212 - Employer Medicare	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$759.00	
<b>Line Item Total:</b>	\$759.00	
<b>Account Number:</b>	71100 - Regular Instruction Program	Funds to pay Retirement - Hybrid Stabilization benefits for appropriate Summer Bridge Camp teachers
<b>Line Item Number:</b>	217 - Retirement - Hybrid Stabilization	
<b>Optional Program Code:</b>		

Location Code: Elizabethton (101)

Quantity: 1.00

Cost: \$1,259.00

Line Item Total: \$1,259.00

**Total for 71100 - Regular Instruction Program:** \$61,128.70

**Total for all other Account Numbers:** \$8,966.00

**Total for all Account Numbers:** \$70,094.70

**Adjusted Allocation:** \$70,094.70

**Remaining:** \$0.00

Budget Detail

**Elizabethton (101) Public District - FY 2022 - Summer Learning Camps - Rev 0 - Bridge Camp**

72410 - Office of the Principal - \$8,966.00 ▼

Budget Detail		Narrative Description
<b>Account Number:</b>	72410 - Office of the Principal	Funds to employ one (FTE 1.00) Summer Bridge Camp Program Director
<b>Line Item Number:</b>	139 - Assistant Principal(s)	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$6,000.00	
<b>Line Item Total:</b>	\$6,000.00	
<b>Account Number:</b>	72410 - Office of the Principal	Funds to employ one (FTE 1.00) Summer Bridge Camp secretary
<b>Line Item Number:</b>	161 - Secretary(s)	
<b>Optional Program Code:</b>		
<b>Location</b>	Elizabethton (101)	

<b>Code:</b>		
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$1,680.00	
<b>Line Item Total:</b>	\$1,680.00	
<b>Account Number:</b>	72410 - Office of the Principal	Funds to pay Social Security benefits for Summer Bridge Camp/Office of the Principal employees
<b>Line Item Number:</b>	201 - Social Security	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$476.00	
<b>Line Item Total:</b>	\$476.00	
<b>Account Number:</b>	72410 - Office of the Principal	Funds to pay State Retirement benefits for Summer Bridge Camp/Office of the Principal employees
<b>Line Item Number:</b>	204 - State Retirement	
<b>Optional Program Code:</b>		

<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$280.00	
<b>Line Item Total:</b>	\$280.00	
<b>Account Number:</b>	72410 - Office of the Principal	Funds to pay Employer Medicare benefits for Summer Bridge Camp/Office of the Principal employees
<b>Line Item Number:</b>	212 - Employer Medicare	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$111.00	
<b>Line Item Total:</b>	\$111.00	
<b>Account Number:</b>	72410 - Office of the Principal	Funds to pay Retirement-Hybrid Stabilization benefits to appropriate Summer Bridge Camp/Office of the Principal employees
<b>Line Item Number:</b>	217 - Retirement - Hybrid Stabilization	
<b>Optional Program Code:</b>		

Location Code: Elizabethton (101)

Quantity: 1.00

Cost: \$419.00

Line Item Total: \$419.00

Total for 72410 - Office of the Principal: \$8,966.00

Total for all other Account Numbers: \$61,128.70

Total for all Account Numbers: \$70,094.70

Adjusted Allocation: \$70,094.70

Remaining: \$0.00

Budget Overview

**Elizabethton (101) Public District - FY 2022 - Summer Learning Camps - Rev 0 - Bridge Camp**

Filter by Location: All - \$70,094.70 ▼

Line Item Number	Account Number	71100 - Regular Instruction Program	72410 - Office of the Principal	Total
116 - Teachers		48,000.00		48,000.00
139 - Assistant Principal(s)			6,000.00	6,000.00
161 - Secretary(s)			1,680.00	1,680.00
163 - Educational Assistants		4,320.00		4,320.00
201 - Social Security		3,244.00	476.00	3,720.00
204 - State Retirement		3,546.70	280.00	3,826.70
212 - Employer Medicare		759.00	111.00	870.00
217 - Retirement - Hybrid Stabilization		1,259.00	419.00	1,678.00
<b>Total</b>		61,128.70	8,966.00	70,094.70
			<b>Adjusted Allocation</b>	70,094.70
			<b>Remaining</b>	0.00

Bridge Camp Program Details

**Elizabethton (101) Public District - FY 2022 - Summer Learning Camps - Rev 0 - Bridge Camp**

\* 1. What is the camp start date?

05/31/2022



\* 2. What is the camp end date?

06/23/2022



\* 3. Did the district receive an approved waiver for implementation of summer programming?

Yes ▼

\* Upload the Waiver in the Related Documents Folder

\* 4. Did the district adopt a policy that requires participation for priority students based on the criteria from the bill?

No ▼

\* Upload the Policy in the Related Documents Folder

\* 5. How many students in your district meet the criteria for priority status as defined in Public Chapter 1?

249

\* 6. Is your district using other funding sources to support this camp?

Yes ▼

If yes, what funding sources did the district utilize.

State and Local

ESSER 1.0

ESSER 2.0

ESSER 3.0

Community Partnership

Other

If **Other**, write what funding source was utilized.

7. Please attach an overview of your district summer camp in **Related Documents** that includes dates, daily schedule, and staffing plan. This artifact is for informational purposes only.

### Resources

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

[Click here to read the FAQ](#)

[Click here to read the Budget Narrative Overview](#)

Bridge Camp Student Eligibility and Participation

**Elizabethton (101) Public District - FY 2022 - Summer Learning Camps - Rev 0 - Bridge Camp**

**Instructions**

Complete the following chart.

The percentages will auto-populate and must equal 100% before the application can be submitted.

*Example*

Projected summer camp/bridge camp/STREAM enrollment	Number of students projected to enroll who qualify as ED	Percent of students projected to enroll who qualify as ED	Number of students projected to enroll who meet the priority status as defined in Public Chapter 1	Percent of students projected to enroll who meet the priority status as defined in Public Chapter 1
236	145	61.44%	91	38.56%

**Student Eligibility and Participation**

Projected summer camp/bridge camp/STREAM enrollment	Number of students projected to enroll who qualify as ED	Percent of students projected to enroll who qualify as ED	Number of students projected to enroll who meet the priority status as defined in Public Chapter 1	Percent of students projected to enroll who meet the priority status as defined in Public Chapter 1
249	150	60.24091 %	99	39.76 %

**Resources**

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

[Click here to read the FAQ](#)

[Click here to read the Budget Narrative Overview](#)



Related Documents

**Elizabethton (101) Public District - FY 2022 - Summer Learning Camps - Rev 0 - Bridge Camp**

Required Documents		
Type	Document Template	Document/Link
Summer Camp Planning Documents [Upload at least 1 document(s)]	N/A	 <a href="#">Summer Camps Overview</a>
Optional Documents		
Type	Document Template	Document/Link
Waiver	N/A	 <a href="#">Summer Camp Waiver Data</a>  <a href="#">Waiver Approval Email</a>
Enrollment/Attendance Policy (Optional)	N/A	
Enrollment Criteria (Optional)	N/A	

Budget

**Elizabethton (101) Public District - FY 2022 - Summer Learning Camps - Rev 0 - STREAM Mini Camps**

Account Number	Total
71100 - Regular Instruction Program	\$41,955.45
72110 - Attendance	\$0.00
72120 - Health Services	\$0.00
72130 - Other Student Support	\$0.00
72210 - Support Services/Regular Instruction Program	\$0.00
72310 - Board of Education	\$0.00
72410 - Office of the Principal	\$2,359.00
72610 - Operation of Plant	\$0.00
72710 - Transportation	\$0.00
73100 - Food Service	\$0.00
99100 - Transfers Out	\$0.00
<b>Total</b>	<b>\$44,314.45</b>
<b>Adjusted Allocation</b>	<b>\$44,314.45</b>
<b>Remaining</b>	<b>\$0.00</b>

Budget Detail

**Elizabethton (101) Public District - FY 2022 - Summer Learning Camps - Rev 0 - STREAM Mini Camps**

71100 - Regular Instruction Program - \$41,955.45 ▼

Budget Detail		Narrative Description	
<b>Account Number:</b>	71100 - Regular Instruction Program	Funds to pay an additional \$400 a week to 17 Summer Learning Camp teachers (FTE 17.00) to provide STREAM activities and curriculum	
<b>Line Item Number:</b>	116 - Teachers		
<b>Optional Program Code:</b>			
<b>Location Code:</b>	Elizabethton (101)		
<b>Quantity:</b>	1.00		
<b>Cost:</b>	\$28,200.00		
<b>Line Item Total:</b>	\$28,200.00		
<b>Account Number:</b>	71100 - Regular Instruction Program		Funds to pay Social Security benefits to STREAM Mini Camps teachers
<b>Line Item Number:</b>	201 - Social Security		
<b>Optional Program Code:</b>			
<b>Location</b>	Elizabethton (101)		

<b>Code:</b>		
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$1,749.00	
<b>Line Item Total:</b>	\$1,749.00	
<b>Account Number:</b>	71100 - Regular Instruction Program	Funds to pay State Retirement benefits to appropriate STREAM Mini Camps teachers
<b>Line Item Number:</b>	204 - State Retirement	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$2,300.00	
<b>Line Item Total:</b>	\$2,300.00	
<b>Account Number:</b>	71100 - Regular Instruction Program	Funds to pay Employer Medicare for STREAM Mini Camp teachers
<b>Line Item Number:</b>	212 - Employer Medicare	
<b>Optional Program Code:</b>		

<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$409.00	
<b>Line Item Total:</b>	\$409.00	
<b>Account Number:</b>	71100 - Regular Instruction Program	Funds to pay Retirement-Hybrid Stabilization benefits to appropriate STREAM Mini Camp teachers
<b>Line Item Number:</b>	217 - Retirement - Hybrid Stabilization	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$517.00	
<b>Line Item Total:</b>	\$517.00	
<b>Account Number:</b>	71100 - Regular Instruction Program	Funds to purchase supplies and materials to create STREAM activities and lessons for STREAM Mini Camp
<b>Line Item Number:</b>	429 - Instructional Supplies & Materials	
<b>Optional Program Code:</b>		

Location Code: Elizabethton (101)

Quantity: 1.00

Cost: \$8,780.45

Line Item Total: \$8,780.45

Total for 71100 - Regular Instruction Program: \$41,955.45

Total for all other Account Numbers: \$2,359.00

Total for all Account Numbers: \$44,314.45

Adjusted Allocation: \$44,314.45

Remaining: \$0.00

Budget Detail

**Elizabethton (101) Public District - FY 2022 - Summer Learning Camps - Rev 0 - STREAM Mini Camps**

72410 - Office of the Principal - \$2,359.00 ▼

**Budget Detail**

**Narrative Description**

**Account Number:** 72410 - Office of the Principal

**Line Item Number:** 139 - Assistant Principal(s)

**Optional Program Code:**

**Location Code:** Elizabethton (101)

**Quantity:** 1.00

**Cost:** \$2,000.00

**Line Item Total:** \$2,000.00

Funds to provide 2 Summer Learning Camp Program Directors (FTE - 1.00) with additional pay to cover the additional hour for STREAM in the Summer Learning Camp.

**Account Number:** 72410 - Office of the Principal

**Line Item Number:** 201 - Social Security

**Optional Program Code:**

**Location Code:** Elizabethton (101)

Funds to pay Social Security benefits for additional STREAM hour of Summer Learning Camp

<b>Code:</b>		
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$124.00	
<b>Line Item Total:</b>	\$124.00	
<b>Account Number:</b>	72410 - Office of the Principal	Funds to pay State Retirement benefits for additional STREAM hour of Summer Learning Camp
<b>Line Item Number:</b>	204 - State Retirement	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$206.00	
<b>Line Item Total:</b>	\$206.00	
<b>Account Number:</b>	72410 - Office of the Principal	Funds to pay Employer Medicare benefits for additional STREAM hour of Summer Learning Camp
<b>Line Item Number:</b>	212 - Employer Medicare	
<b>Optional Program Code:</b>		

Location Code: Elizabethton (101)

Quantity: 1.00

Cost: \$29.00

Line Item Total: \$29.00

Total for 72410 - Office of the Principal: \$2,359.00

Total for all other Account Numbers: \$41,955.45

Total for all Account Numbers: \$44,314.45

Adjusted Allocation: \$44,314.45

Remaining: \$0.00

Budget Overview

**Elizabethton (101) Public District - FY 2022 - Summer Learning Camps - Rev 0 - STREAM Mini Camps**

Filter by Location: All - \$44,314.45 ▼

Line Item Number	Account Number	71100 - Regular Instruction Program	72410 - Office of the Principal	Total
116 - Teachers		28,200.00		28,200.00
139 - Assistant Principal(s)			2,000.00	2,000.00
201 - Social Security		1,749.00	124.00	1,873.00
204 - State Retirement		2,300.00	206.00	2,506.00
212 - Employer Medicare		409.00	29.00	438.00
217 - Retirement - Hybrid Stabilization		517.00	0.00	517.00
429 - Instructional Supplies & Materials		8,780.45		8,780.45
<b>Total</b>		41,955.45	2,359.00	44,314.45
			<b>Adjusted Allocation</b>	44,314.45
			<b>Remaining</b>	0.00

STREAM Camp Program Details

**Elizabethton (101) Public District - FY 2022 - Summer Learning Camps - Rev 0 - STREAM Mini Camps**

\* 1. What is the camp start date?

05/31/2022



\* 2. What is the camp end date?

06/23/2022



\* 3. Did the district receive an approved waiver for implementation of summer programming?

Yes ▼

\* Upload the Waiver in the Related Documents Folder

\* 4. Did the district adopt a policy that requires participation for priority students based on the criteria from the bill?

No ▼

\* Upload the Policy in the Related Documents Folder

\* 5. How many students in your district meet the criteria for priority status as defined in Public Chapter 1?

421

\* 6. Is your district using other funding sources to support this camp?

Yes ▼

If yes, what funding sources did the district utilize.

State and Local

ESSER 1.0

ESSER 2.0

ESSER 3.0

Community Partnership

Other

If **Other**, write what funding source was utilized.

7. Please attach an overview of your district summer camp in **Related Documents** that includes dates, daily schedule, and staffing plan. This artifact is for informational purposes only.

### Resources

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

[Click here to read the FAQ](#)

[Click here to read the Budget Narrative Overview](#)

STREAM Camp Student Eligibility and Participation

**Elizabethton (101) Public District - FY 2022 - Summer Learning Camps - Rev 0 - STREAM Mini Camps**

**Instructions**

Complete the following chart.

The percentages will auto-populate and must equal 100% before the application can be submitted.

*Example*

Projected summer camp/bridge camp/STREAM enrollment	Number of students projected to enroll who qualify as ED	Percent of students projected to enroll who qualify as ED	Number of students projected to enroll who meet the priority status as defined in Public Chapter 1	Percent of students projected to enroll who meet the priority status as defined in Public Chapter 1
236	145	61.44%	91	38.56%

**Student Eligibility and Participation**

Projected summer camp/bridge camp/STREAM enrollment	Number of students projected to enroll who qualify as ED	Percent of students projected to enroll who qualify as ED	Number of students projected to enroll who meet the priority status as defined in Public Chapter 1	Percent of students projected to enroll who meet the priority status as defined in Public Chapter 1
421	255	60.5700 %	166	39.43 %

**Resources**

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

[Click here to read the FAQ](#)

[Click here to read the Budget Narrative Overview](#)

Elizabethton (101) Public District - FY 2022 - Summer Learning Camps - Rev 0 - STREAM Mini Camps

**Instructions**

Column A-I Total Headcount/FTE for each column of the employee category  
 Column J Totals will auto-calculate across the bottom of the graph and in the last column of the graph  
 See the **Resources** area below for more • *FTE guidance.*

*Example*

Column A	Column B		Column C		Column D		Column E		Column F		Column G		Column H		Column I		Column J		
	Teachers	Education Assistants	Alternative Teachers	Administration Employees	Food Service Employees	Health Employees	Transportation Employees	Custodian Employees	Other	Total	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	
20	12.89	19	14.61	0	0.00	0	0.00	8	8.00	1	1.00	2	2.00	0	0.00	0	0.00	50	37.50
20	12.89	19	14.61	0	0.00	0	0.00	8	8.00	1	1.00	2	2.00	0	0.00	0	0.00	50	37.50

**STREAM Camp Personnel**

Column A	Column B		Column C		Column D		Column E		Column F		Column G		Column H		Column I - Specify		Column J		
	Teachers	Education Assistants	Alternative Teachers	Administration Employees	Food Service Employees	Health Employees	Transportation Employees	Custodian Employees	Other - Specify	Total	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	
17	17.00	0	0.00	2	1.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	19	18.00
17	17.00	0	0.00	2	1.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	19	18.00

**Resources**

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

[\\*FTE Guidance](#)

[Click here to read the FAQ](#)

[Click here to read the Budget Narrative Overview](#)

Related Documents

**Elizabethton (101) Public District - FY 2022 - Summer Learning Camps - Rev 0 - STREAM Mini Camps**

Required Documents		
Type	Document Template	Document/Link
Summer Camp Planning Documents [Upload at least 1 document(s)]	N/A	 <a href="#">Summer Camps Overview</a>
Optional Documents		
Type	Document Template	Document/Link
Waiver	N/A	 <a href="#">Summer Camp Waiver Data</a>  <a href="#">Waiver Approval Email</a>
Enrollment/Attendance Policy (Optional)	N/A	
Enrollment Criteria (Optional)	N/A	

Budget

**Elizabethton (101) Public District - FY 2022 - Summer Learning Camps - Rev 0 - Summer Learning Transportation**

<b>Account Number</b>	<b>Total</b>
72710 - Transportation	\$42,680.45
<b>Total</b>	<b>\$42,680.45</b>
<b>Adjusted Allocation</b>	<b>\$42,680.45</b>
<b>Remaining</b>	<b>\$0.00</b>

Budget Detail

**Elizabethton (101) Public District - FY 2022 - Summer Learning Camps - Rev 0 - Summer Learning Transportation**

72710 - Transportation - \$42,680.45 ▼

Budget Detail		Narrative Description
<b>Account Number:</b>	72710 - Transportation	Funds will be utilized to pay stipends for Transportation Director/Supervisor to manage bus transportation for Summer Learning Camps. 3 employees (FTE .18)
<b>Line Item Number:</b>	105 - Supervisor / Director	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$8,263.00	
<b>Line Item Total:</b>	\$8,263.00	
<b>Account Number:</b>	72710 - Transportation	Funds will be utilized to pay employment of 5 (FTE 5.00) bus drivers for the Learning Camps
<b>Line Item Number:</b>	146 - Bus Drivers	
<b>Optional Program Code:</b>		

<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$8,000.00	
<b>Line Item Total:</b>	\$8,000.00	
<b>Account Number:</b>	72710 - Transportation	Funds will be utilized to pay salaries for 13 (FTE 13.00) Bus Assistants for daily routes for both morning and afternoon runs.
<b>Line Item Number:</b>	189 - Other Salaries & Wages	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$18,720.00	
<b>Line Item Total:</b>	\$18,720.00	
<b>Account Number:</b>	72710 - Transportation	Funds will be utilized to pay Social Security for all Summer Learning Camps Transportation employees. (Director/Supervisor, Bus Drivers, Bus Assistants)
<b>Line Item Number:</b>	201 - Social Security	
<b>Optional Program Code:</b>		

<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$2,169.00	
<b>Line Item Total:</b>	\$2,169.00	
<b>Account Number:</b>	72710 - Transportation	Funds will be utilized to pay State Retirement for all Summer Learning Camp Transportation Employees (Director/Supervisor, Bus Drivers, and Bus Assistants).
<b>Line Item Number:</b>	204 - State Retirement	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$2,687.00	
<b>Line Item Total:</b>	\$2,687.00	
<b>Account Number:</b>	72710 - Transportation	Funds will be utilized to pay Employer Medicare expenses for all Summer Learning Camp Transportation employees (Director/Supervisor, Bus Drivers, and Bus Assistants).
<b>Line Item Number:</b>	212 - Employer Medicare	
<b>Optional Program Code:</b>		

<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$507.00	
<b>Line Item Total:</b>	\$507.00	
<b>Account Number:</b>	72710 - Transportation	Funds will be utilized to purchase Diesel Fuel for buses utilized for the Summer Learning Camps.
<b>Line Item Number:</b>	412 - Diesel Fuel	
<b>Optional Program Code:</b>		
<b>Location Code:</b>	Elizabethton (101)	
<b>Quantity:</b>	1.00	
<b>Cost:</b>	\$2,334.45	
<b>Line Item Total:</b>	\$2,334.45	
<b>Total for 72710 - Transportation:</b>		\$42,680.45
<b>Total for all other Account Numbers:</b>		\$0.00
<b>Total for all Account Numbers:</b>		\$42,680.45
<b>Adjusted Allocation:</b>		\$42,680.45
<b>Remaining:</b>		\$0.00



Budget Overview

**Elizabethton (101) Public District - FY 2022 - Summer Learning Camps - Rev 0 - Summer Learning Transportation**

Filter by Location: All - \$42,680.45 ▼

Line Item Number	Account Number	72710 - Transportation	Total
105 - Supervisor / Director		8,263.00	8,263.00
146 - Bus Drivers		8,000.00	8,000.00
189 - Other Salaries & Wages		18,720.00	18,720.00
201 - Social Security		2,169.00	2,169.00
204 - State Retirement		2,687.00	2,687.00
212 - Employer Medicare		507.00	507.00
412 - Diesel Fuel		2,334.45	2,334.45
<b>Total</b>		<b>42,680.45</b>	<b>42,680.45</b>
		<b>Adjusted Allocation</b>	<b>42,680.45</b>
		<b>Remaining</b>	<b>0.00</b>

Program Details

**Elizabethton (101) Public District - FY 2022 - Summer Learning Camps - Rev 0 - Summer Learning Transportation**

\* How does the planned use of these funds align with your current student transportation services?

The Summer Learning Transportation Plan aligns with our current student transportation services in that we plan to utilize the Summer Learning Transportation plan to hire 5 current bus drivers (FTE 5.00) , utilize current modes of transportation (buses), and zone routes to support student attendance to the Summer Learning Camps. Funds will also be utilize to extend pay a stipend for transportation directors/supervisors and mechanic, 3 personnel (FTE .18) for the summer schedule. Funds will also be utilized to hire 13 (FTE 13.00) Bus Assistants to ride morning and afternoon routes to support transportation safety.

\* How does the planned use of these funds directly tied to summer learning transportation?

Funds from this Summer Learning Transportation grant will allow us the ability to transport students to and from home to school and school to home. Providing transportation to our Summer Learning Camps will promote camp daily attendance.

\* Identify other grant applications that are funding summer programming transportation.

- Bridge Camp Application Funds
- Summer Camp Application Funds
- STREAM Camp Application Funds
- None
- Other

If Other selected, please type the funding source here.

335 \* How many estimated students will use school transportation for summer programming?

**Resources**

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

[Click here to read the FAQ](#)

[Click here to read the Budget Narrative Overview](#)

Related Documents

**Elizabethton (101) Public District - FY 2022 - Summer Learning Camps - Rev 0 - Summer Learning Transportation**

**Required Documents**

This page is currently not accepting Related Documents.

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

**FUND 141 GENERAL PURPOSE**

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

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**DEPARTMENT:** OPERATION OF PLANT

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**SUBJECT:** RENEWAL OF RFP 2019-2020-02, PEST CONTROL SERVICES

**SUMMARY:** As per B.2. of the Request for Proposal Specifications - "The contract may be Extended for one (1) year periods for a total of five (5) years if (a) both parties are in agreement; (b) the increase in cost of services is below 5%; (c) the previous year's service has been to the satisfaction of the Elizabethton City Board of Education; and (d) no apparent problems exist." All conditions have been met and we should continue with Chappell's Pest Control. Chappell's Pest Control has agreed to continue services at the original price for the fiscal year July 1, 2022 - June 30, 2023. The cost per month would remain at \$400.00. The annual cost of the contract would be \$4,800.00.

**ACCOUNT**

**FUNDING:** Account code 141-72610-399  
Operation of Plant / Other Contracted Services

**RECOMMENDATION:** Based on the fact that the previous year's service has been satisfactory, Richard VanHuss, Director of Schools and Joey Trent, Director of Facilities, make the recommendation that the contract with Chappell's Pest Control be extended for the fiscal year of July 1, 2022 - June 30, 2023.

**NECESSARY**

**BOARD ACTION:** Motion to approve Renewal of RFP 2019-2020-02, Pest Control Services with Chappell's Pest Control for the fiscal year of July 1, 2022 - June 30, 2023. This contract will provide pest control services at six Elizabethton City School facilities at \$4,800.00 annually.

**APPROVED BY ELIZABETHTON BOARD OF EDUCATION:**

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Eddie Pless  
Board Chair

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Richard VanHuss  
Director of Schools

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DATE

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DATE



# Chappell's Pest Control LLC

May 12, 2022

## Elizabethton Board of Education

### Re: Pest Control Services 2020-2021

Chappell's Pest Control proposes pest control services for the following facilities from July 1, 2022 and extend through June 30, 2023 and not to exceed 5% of previous years agreement.

Elizabethton High School, T.A. Dugger, West Side Elementary, East Side Elementary, Harold McCormick Elementary, and Central Office.

#### **Pest Control Services:**

\$450.00 per month or annual at \$5400.00.

#### **Bedbug Services:**

Certified K9 detection per schedule and on an as needed basis. Cost will vary on each facility. Thermal remediation treatment using TempAir systems. Treatment will vary to size and nature of area treated.

#### **Termite Services:**

Termite services will be provided on an as needed basis. Treatment cost will vary based on size and nature of area.

Please feel free to contact our offices if you need further assistance.

We at Chappell's Pest Control promise to provide you with prompt and courteous service. If you have any questions, please feel free to call us at 423-542-9601 or 423-213-8395.

We look forward to serving you.  
Thank you,

#### **Chappell's Pest Control**

241 Old Watauga Rd.  
Elizabethton, TN 37643  
423-542-9601  
Charter# 1570

[www.chappellspetcontrol.com](http://www.chappellspetcontrol.com)

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in April</b>	Descriptor Term: <b>Transfers Within the System</b>	Descriptor Code: <b>6.206</b>	Issued Date: <b>07/18/13</b>
		Rescinds: <b>6.206</b>	Issued: <b>10/18/07</b>

## 1 **General<sup>1</sup>**

2 Each year, the Director of Schools/designee shall review the number of spaces available in each school  
3 by grade, class, and program levels. This information shall be posted on the district's website along with  
4 the dates of the district's open enrollment period. The open enrollment period shall last for thirty (30)  
5 days and information about the number of seats available shall be posted for at least fourteen (14) days  
6 prior. The Director of Schools/designee shall reserve a reasonable number of enrollment spaces at each  
7 school to account for the enrollment of zoned students, siblings of students, and students who have a  
8 parent/guardian employed at the school.<sup>2</sup>

9 During the district's open enrollment period each year, a parent/guardian may request that his/her child  
10 attend a school within the district other than the one to which the child is zoned. The Director of  
11 Schools/designee shall review such requests, and if adequate space is available, grant such transfers. If  
12 the number of requests exceeds the number of available spaces, the Director of Schools/designee shall  
13 implement a lottery to fill the available spaces.

14 The open enrollment process shall be completed before other nonresident transfers are approved.

## 15 **POST ENROLLMENT<sup>1</sup>**

16 Once accepted, the student shall provide his/her own transportation to and from the school. The student  
17 must maintain satisfactory attendance, behavior, and effort to remain in the new school.

## 18 **CHANGE IN RESIDENCE<sup>1</sup>**

19

20 Students whose families transfer their residence to another school area after the first month of school  
21 may complete the school year at their former school. Students who present evidence that they will move  
22 during the school year and who desire to enroll in a new school in the new area may do so with prior  
23 written request for a change of school area.

Legal References

1. TCA 49-2-128
2. TCA 49-6-3113
3. 34 C.F.R. § 100.4

Cross References

- Student Assignments 6.205
- Homeless Students 6.503
- Students in Foster Care 6.505

\*\* Not effective in event of federally-mandated desegregation order.

# Elizabethton City Board of Education

Monitoring: <b>Review: Annually, in May</b>	Descriptor Term: <b>Student Records</b>	Descriptor Code: <b>6.600</b>	Issued Date: <b>11/16/21</b>
		Rescinds: <b>6.600</b>	Issued: <b>09/18/14</b>

1 A cumulative record shall be kept for each student enrolled in school. The folder shall contain a health  
2 record, attendance record, and scholarship record; shall be kept current; and shall accompany the student  
3 through his/her school career.<sup>1</sup>

4 The name used on the record of the student entering the school system must be the same as that shown  
5 on the birth certificate, unless evidence is presented that such name has been legally changed. If the  
6 parent/guardian does not have, or cannot obtain a birth certificate, then the name used on the records of  
7 such student will be as shown on documents which are acceptable as proof of date of birth.

8 The name used on the records of a student entering the school district from another school shall be the  
9 same as that shown on records from the school previously attended unless evidence is presented that  
10 such name has been legally changed as prescribed by law.

11 When a student transfers to another school within the school district or to a school outside the school  
12 district, copies of the student's records, including the student's disciplinary records, shall be sent to the  
13 transfer school.<sup>2</sup>

14 When a student transfers to a school outside the system, copies of the student's records, including the  
15 student's disciplinary records, shall be sent to the transfer school.<sup>2</sup>

16 All records shall be remitted in accordance with the Family Education Rights and Privacy Act (FERPA).<sup>3</sup>

## 17 ACCESS TO STUDENT RECORDS

18 Student records shall be confidential. Authorized school officials shall have access to and permit access  
19 to student education records for legitimate educational purposes.<sup>4</sup> Authorized school officials include,  
20 but are not limited to, teachers, administrators, supervisors, or support staff members (including health  
21 or medical staff and law enforcement unit personnel) who have legitimate educational interests in or who  
22 need to review education records in order to fulfill their professional responsibilities. A school official  
23 also may include a volunteer, contractor, or consultant, such as an attorney, auditor, medical consultant,  
24 or therapist who, while not employed by the school, performs an institutional service or function for  
25 which the school would otherwise use its own employees and who is under the direct control of the  
26 school with respect to the use and maintenance of PII from education records; a parent or student  
27 volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent,  
28 student, or other volunteer assisting another school official in performing his or her tasks.

29

30

1 A legitimate educational interest is the official's need to know information in order to:

- 2 1. Perform required administrative tasks;
- 3 2. Perform a supervisory or instructional task directly related to the student's education; and
- 4 3. Perform a service or benefit for the student or the student's family such as health care, counseling,  
5 student job placement, or student financial aid.

6 Authorized school officials may release information from or permit access to a student's education record  
7 without the parent(s)/guardian(s) or eligible student's\* prior written consent in the following instances:

- 8 1. To comply with a judicial order or lawfully issued subpoena. The school district will make a  
9 reasonable effort to notify the student's parent(s)/guardian(s) or the eligible student before  
10 making a disclosure;<sup>5</sup>  
11
- 12 2. If the disclosure is an item of directory information;<sup>6</sup>  
13
- 14 3. To comply with the requirements of child abuse reports to the extent known by the school  
15 officials including the name, address, and age of the student; the name and address of the  
16 person responsible for the care of the student; and the facts requiring the report;<sup>7</sup>  
17
- 18 4. When certain federal and state officials need information in order to audit or enforce legal  
19 conditions related to federal- or state-supported education programs in the school district;<sup>8</sup>  
20
- 21 5. When the school district has entered into a contract for an organization to conduct scientific  
22 research on the school district's behalf to develop tests or improve instruction, provided that the  
23 studies are conducted in a manner which will not permit the disclosure of personal  
24 identification of students and their parent(s)/guardian(s) by individuals other than to  
25 representatives of the organization, and that the information will be destroyed when no longer  
26 needed for the purpose for which the study was conducted;<sup>9</sup>  
27
- 28 6. To appropriate officials if the parent(s)/guardian(s) claim the student as a dependent as defined  
29 by the Internal Revenue Code;<sup>10</sup>  
30
- 31 7. To accrediting organizations to carry out their accrediting functions;<sup>11</sup>  
32
- 33 8. To officials of another school, school system, or postsecondary institution when a student seeks  
34 or intends to enroll in another school district or a postsecondary institution.  
35 Parent(s)/guardian(s) of the student shall be notified of the transfer and shall have the right to  
36 obtain copies of the record transferred as well as an opportunity to challenge the content of the  
37 record;<sup>12</sup>  
38
- 39 9. To financial institutions or government agencies that provide or may provide financial aid to a  
40 student in order to establish eligibility, to determine the amount of financial aid, to establish  
41 conditions for the receipt of financial aid, and to enforce financial aid agreements;<sup>13</sup>  
42

- 1 10. To the appropriate officials in connection with a health or safety emergency if knowledge of  
2 the information is necessary to protect the health or safety of the student or others;<sup>14</sup>  
3
- 4 11. To the Attorney General/designee for official purposes related to the investigation or  
5 prosecution of an act of domestic or international terrorism. An educational agency that, in  
6 good faith, produces education records in accordance with an order shall not be liable to any  
7 person for that production;<sup>15</sup>  
8
- 9 12. To any agency caseworker or other representative of a state or local child welfare agency or  
10 tribal organization authorized to access the student's educational records when such agencies or  
11 organizations are legally responsible for the care and protection of the student;<sup>16</sup>  
12
- 13 13. To the Secretary of Agriculture/designee for purposes of conducting program monitoring,  
14 evaluations, and performance measurements, provided that the data collected will be protected  
15 in a manner which will not permit the disclosure of personal identification of students and their  
16 parent(s)/guardian(s) by individuals other than to representatives of the organization, and that  
17 the information will be destroyed when no longer needed for the purpose for which it was  
18 conducted;<sup>17</sup> and  
19
- 20 14. To state and local authorities to whom information is specifically allowed to be reported or  
21 disclosed by state law that concerns the juvenile justice system and the system's ability to  
22 effectively serve, prior to adjudication, the student whose records were released.<sup>18</sup>

### 23 *Consent to Disclose Records*<sup>19</sup>

24 Authorized school officials may release information from a student's education record if the student's  
25 parent(s)/guardian(s) or the eligible student gives written consent for the disclosure. The written consent  
26 shall include:

- 27 1. Specification of the records to be released;  
28
- 29 2. Reasons for the disclosure;  
30
- 31 3. Person, organization, or class of persons or organizations to whom the disclosure is to be made;  
32
- 33 4. Signature of the parent(s)/guardian(s) or eligible student; and  
34
- 35 5. Date of the consent, and if appropriate, a date when the consent is to be terminated.

36 The student's parent(s)/guardian(s) or the eligible student may obtain a copy of any records disclosed  
37 under this provision.

### 38 **RECORDKEEPING**

39 The school district will maintain an accurate record of all requests to disclose information from or to  
40 permit access to a student's education records. The school district will maintain an accurate record of

1 information it discloses and access it permits. The district will maintain this record as long as it maintains  
 2 the student's education record.<sup>20</sup>

3 The record will include at least:<sup>20</sup>

- 4 1. Name of the person or agency that makes the request;
- 5
- 6 2. Interest the person or agency has in the information;
- 7
- 8 3. Date the person or agency makes the request; and
- 9
- 10 4. Whether the request is granted, and if it is, the date access is permitted, or the disclosure is made.

11 \* *The student becomes an "eligible student" when he/she reaches age eighteen (18) or enrolls in a post-*  
 12 *secondary school, at which time all of the above rights become the student's right.*<sup>21</sup>

13

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#### Legal References

1. 20 USCA § 1232g; TRR/MS 0520-01-02-.31(2)
2. TCA 49-6-3001(c)(1)
3. TCA 49-1-701 *et seq.*; 20 USCA § 1232g
4. TCA 10-7-504(a)(4); 20 USCA § 1232g
5. 20 USCA § 1232g(b)(2)(B); 20 USCA § 1232g(b)(1)(J)
6. 20 USCA § 1232g(b)(2); TCA 10-7-504(a)(4)(A)
7. TCA 37-1-403
8. 20 USCA § 1232g(b)(3), (5); 20 USCA § 1232g(b)(1)(C)
9. 20 USCA § 1232g(b)(1)(F)
10. 20 USCA § 1232g(b)(1)(H)
11. 20 USCA § 1232g(b)(1)(G)
12. 20 USCA § 1232g(b)(1)(B)
13. 20 USCA § 1232g(b)(1)(D)
14. 20 USCA § 1232g(b)(1)(I)
15. 20 USCA § 1232g(j); USA Patriot Act of 2001 § 507
16. 20 USCA § 1232g(b)(1)(L)
17. 20 USCA § 1232g(b)(1)(K)
18. 20 USCA § 1232g(b)(1)(E)
19. 34 CFR § 99.30; 20 USCA § 1232g(b)(2)(A)
20. 34 CFR § 99.32(a)
21. 34 CFR §§ 99.3, 99.5; TCA 49-1-704

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#### Cross References

- School District Records 1.407
- Promotion and Retention 4.603
- Testing Programs 4.700
- Attendance 6.200
- Withdrawals 6.207
- Child Custody/Parental Access 6.209
- Bus Safety and Conduct 6.308
- Corporal Punishment 6.314
- Disciplinary Hearing Authority 6.317
- Admission of Suspended/Expelled Students 6.318
- Acquired Immune Deficiency Syndrome 6.404
- Reporting Child Abuse 6.409
- Media Access to Students 6.604



# 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: \*1 Green Stool from science Pod  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INVENTORY TAG NUMBER: No Tags

METHOD OF SALE/DISPOSAL: Dumpster

SCHOOL/BUILDING WHERE ITEM IS HOUSED: EHS

SALE/DISPOSAL AUTHORIZED BY: [Signature] DATE: 4/25/22  
Principal

AUTHORIZED BY: [Signature] DATE: 5/4/22  
Director of Schools

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

P.E.

# 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: Sound Cart - Tag # - 003237  
Yamaha Mixer - Tag # - 003243  
Crown Power Amp - Tag #s - 003240 + 003239  
Dual 31 band Equalizer - Tag # - 003244  
Tascam BCD - Tag # - 003238

INVENTORY TAG NUMBER: \* See Above ↑

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

SALE/DISPOSAL AUTHORIZED BY: [Signature] DATE: 5-9-22  
Principal

AUTHORIZED BY: [Signature] DATE: 5/11/22  
Director of Schools

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

# ELIZABETHTON CITY SCHOOLS

## REQUEST FOR PROPERTY / EQUIPMENT

### SALE / DISPOSAL

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

appropriate manner.

OLD Dell Desktops

TAG# see attached list

Monitors

Keyboards

ITEMS: see attached list

Per Darrin Brewer

METHOD OF

(From Media Center)

SALE/DISPOSAL: RECYCLE

Library

---

SALE/DISPOSAL

AUTHORIZED BY: \_\_\_\_\_

*Jam Cardu*  
Principal

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

*5/16/22*

AUTHORIZED BY: \_\_\_\_\_

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

Director of Schools

AUTHORIZED BY: \_\_\_\_\_

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

Board Chairman

<u>Device</u>	<u>Dell tag#</u>	<u>tad#</u>	<u>ETSU#</u>	<u>Device</u>	<u>tad#</u>
Dell 7010 Tower	cyt4q22	-		dell keyboard	3718
Dell 7010 Tower	cyy4q22	-		dell keyboard	3722
Dell 7010 Tower	cyw3q22	-		dell keyboard	3717
Dell 7010 Tower	cyz3q22	-		dell keyboard	3716
Dell 7010 Tower	cyq2q22	-		dell keyboard	3709
Dell 7010 Tower	cz13q22	-		dell keyboard	3713
Dell 7010 Tower	cyq3q22	-		dell keyboard	3710
Dell 7010 Tower	cyt2q22	-		dell keyboard	3723
Dell 7010 Tower	cyr4q22	-		dell keyboard	3705
Dell 7010 Tower	gf6sn02	-		dell keyboard	3726
Dell 7010 Tower	cyr3q22	-		dell keyboard	3499
Dell 7010 Tower	gm6sn02	-		dell keyboard	3501
Dell 7010 Tower	cyv2q22	-		dell keyboard	3707
Dell 7010 Tower	cyp3q22	-		dell keyboard	3728
Dell 7010 Tower	byxkr12	-		dell keyboard	3725
Dell 7010 Tower	cz03q22	-		dell keyboard	3724
Dell 7010 Tower	cys3q22	-		dell keyboard	3703
Dell 7010 Tower	3cv5x12	-		dell keyboard	3727
Dell 7010 Tower	gn6sn02	-		dell keyboard	3700
Dell 7010 Tower	cyv4q22	-		dell keyboard	3704
Dell 7010 Tower	cyx2q22	-		dell keyboard	3701
Dell 7010 Tower	cyx4q22	-		dell keyboard	3702
Dell 7010 Tower	h21yv02	-		dell keyboard	3729
Dell 7010 Tower	3cq4x12	-	t55740	dell keyboard	3712
Dell 7010 Tower	cys2q22	-		dell keyboard	
Dell 7010 Tower	4k6sn02	-		dell keyboard	
Dell 7010 Tower	cz04q22	-		dell keyboard	
Dell 7010 Tower	cyy3q22	-		dell keyboard	
Dell 7010 Tower	cz05q22	-		dell keyboard	
Dell 7010 Tower	cyz2q22	-		20" monitor	3735
Dell 7010 Tower	cyy2q22	-		20" monitor	3736
Dell 7010 Tower	hg6sn02	-		20" monitor	3737
Dell 7010 Tower	cyw4q22	-		20" monitor	3738
Dell 7010 Tower	3cy5x12	-	T55746	20" monitor	3739
Dell 7010 Tower		-	907329	20" monitor	3740
Dell 7010 Tower		-	907165	20" monitor	3741
Dell 7010 Tower		-	T55869	20" monitor	3742
Dell 7010 Tower		-	908309	20" monitor	3743
Dell 7010 Tower	fpkkFX1	-		20" monitor	3744
Dell 7010 Tower	6gh4qw1	-		20" monitor	3745
Dell 7010 Tower		-	907086	20" monitor	3746
dell 5040 tower		-	T57008	20" monitor	3747
E19 monitor		3073		20" monitor	3748
E19 monitor		3068		20" monitor	3749
E19 monitor		3074		20" monitor	3750
E19 monitor		3063		20" monitor	3751

<u>Device</u>	<u>Dell tag#</u>	<u>tad#</u>	<u>ETSU#</u>
E19 monitor		3061	
E19 monitor		3084	
E19 monitor		3067	
E19 monitor		3064	
E19 monitor		3065	
dell 7020 tower	-	908314	
dell 7020 tower		908316	
dell 7020 tower		908313	
dell 7020 tower		908312	
dell 7020 tower		908420	
dell 7020 tower		908386	
dell 7020 tower		908214	
dell 7020 tower		908425	
dell 7020 tower		908136	
dell 7020 tower		908132	
dell 7020 tower		908303	
dell 7020 tower		908325	
dell 7020 tower		908089	
dell 7020 tower		908162	
dell 7020 tower		908348	
dell 7020 tower		908305	

<u>Device</u>	<u>tad#</u>
20" monitor	3753
20" monitor	3754
20" monitor	3756
20" monitor	3757
20" monitor	3759
20" monitor	3760
20" monitor	3761
20" monitor	3762
20" monitor	3763
20" monitor	3763
20" monitor	3764
E19 monitor	3076
E19 monitor	3874
E19 monitor	3077
E19 monitor	3066
E19 monitor	3080
E19 monitor	3083
E19 monitor	3072
E19 monitor	3078
E19 monitor	3075
E19 monitor	3071
E19 monitor	3069
E17 monitor	3079
E17 monitor	3166

# ECS TRANSPORTATION REQUEST FORM

TYPE OF TRIP: **FBLA National Competition**

FIELDTRIP  ATHLETIC/BAND  EXCURSION  ACADEMIC COMPETITION

METHOD OF TRANSPORTATION:

SCHOOL BUS  RENTAL VEHICLE  FLIGHT

DATE OF REQUEST: **4/25/2022** GROUP/TEAM/GRADE: **FBLA**

**EHS** SCHOOL **6/28-7/3** DATE OF TRIP **6am 6/28** DEPARTURE TIME **1pm 7/3** RETURN TIME

YES  NO   
DESTINATION IS GREATER THAN 50 MILES

YES  NO   
DESTINATION IS OUT-OF-STATE

YES  NO   
DESTINATION IS ON BOARD APPROVED LIST

**4**  
TOTAL NUMBER INVOLVED

NUMBER OF BUSES OR VANS NEEDED

COST PER STUDENT (if applicable)

**Chicago, IL**  
DESTINATION

ADDITIONAL STOP 1

ADDITIONAL STOP 2

ADDITIONAL STOP 3

ADDITIONAL STOP 4

YES  NO  NA   
PERMISSIONS SLIPS OBTAINED

YES  NO  NA   
CAFETERIA NOTIFIED IF STUDENTS WILL MISS LUNCH

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

N/A

NAMES & CELL NUMBERS OF CHAPERONES/SPONSORS:

Jason Clevinger 276-623-3803

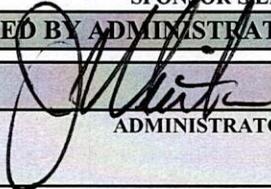
Jason Clevinger  
SPONSOR'S NAME

jason.clevinger@ecschoools.net  
SPONSOR'S EMAIL ADDRESS

ITEMS BELOW - TO BE COMPLETED BY ADMINISTRATION

BUILDING ADMINISTRATOR:

APPROVED  DENIED

  
ADMINISTRATOR'S SIGNATURE

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

**FBLA Nationals**  
**Chicago 2022**  
**Preliminary Plan**

**Tuesday June 28<sup>th</sup>:**

5:00 AM – Leave Elizabethton for Asheville  
7:10AM – Board flight to Atlanta from Asheville  
8:15AM – Arrive in Atlanta  
9:30AM – Board flight from Atlanta to Chicago (Midway International Airport)  
10:30AM – Arrive in Chicago  
Noon-ish - Check in at Hyatt Regency, McCormick Place  
7:05PM - Attend Cubs/Reds game at Wrigley Field

**Wednesday June 29<sup>th</sup>:**

6:30PM – Opening Session

**Thursday June 30<sup>th</sup>:**

9:15AM-10:30AM Hayden – Cyber Security Test  
11:15AM-12:30PM Owen – Business Communications Test  
1:30PM-5:30PM Holden – Computer Game and Simulation (Prelims)

**Friday July 1<sup>st</sup>:**

1:30PM-5:30PM Holden – Computer Game and Simulations (Finals)  
6:30PM – Awards Ceremony 1 – Objective Test Winners (Hayden and Owen)

**Saturday July 2<sup>nd</sup>:**

6:30PM – Awards Ceremony 2 – Performance Winners (Holden)

**Sunday July 3<sup>rd</sup>:**

4:30AM – Leave for Airport  
6:00AM – Board flight to Atlanta from Chicago  
8:50AM – Arrive at Atlanta  
11:10AM – Board flight from Atlanta to Asheville  
12:02PM – Arrive in Asheville  
2:00-2:30 – Arrive in Elizabethton

**ELIZABETHTON  
CITY SCHOOLS**



**2022-2023  
BUDGET**

**ELIZABETHTON CITY SCHOOLS  
2022-2023 BUDGET**

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**ELIZABETHTON CITY SCHOOLS  
ADMINISTRATION  
FOR THE 2022-2023 BUDGET YEAR**

**BOARD OF EDUCATION**

Eddie Pless, Chair  
Phil Isaacs, Vice-Chair  
Danny O'Quinn  
Jamie Schaff  
Mike Wilson

**CENTRAL OFFICE ADMINISTRATION**

Richard VanHuss, Ed. S.  
Director of Schools

Myra Newman, Ed. D.  
Assistant Director of Schools - Academics

John Hutchins, Ed. S.  
Assistant Director of Schools - Operations

Josh Boatmas, Ed. S.  
Director of Special Education & RTI

Travis Thompson, Ed. S.  
Director of Early Learning & Data Accountability

Joey Trent  
Director of Facilities, Technology & Transportation

Beth Wilson, MBA  
Director of Business & Fiscal Management

## 2022-2023 BUDGET AT A GLANCE

- ❖ The amount budgeted for BEP is the April estimate.
- ❖ The contribution rate for retirement for legacy certified staff is 8.69%, 9.0% for certified staff (hired after 7/1/14), and 12.35% for classified staff.
- ❖ All certified and classified staff members will receive a step increase, if eligible. The BS 0 annual salary will increase from \$38,200 to \$40,500 which will effect all professional salaries (see page 5). The hourly rates for classified personnel have been adjusted to recruit employees.
- ❖ Retirement incentives are budgeted at \$30,000.
- ❖ The Board will continue to pay 100% of individual dental and life insurance premiums for full-time employees.
- ❖ The Board will pay 100% of the individual medical insurance premiums for full-time employees electing the Standard, Limited and CDHP Options. All other options and levels of coverage are funded similar to the 2022 calendar year.
- ❖ Medical insurance premiums are budgeted to have an increase of 6.0% in January 2023.
- ❖ Dental insurance premiums are budgeted to increase 5.0% in January 2023.
- ❖ The Federal Projects Fund is showing an increase due to the capital outlay portions of ESSER funds from the Federal Government to be used for learning loss and to increase healthy environments.
- ❖ \$92,000 has been budgeted for Captial Outlay from local funds. No Captial Outlay has been budgeted from the excess sales tax or reserved funds.
- ❖ The proposed changes to salary and benefits for positions are listed on page 6.
- ❖ The school nutrition budget reflects the shift from free meals for all students for the 2021-2022 school year to students paying according to the lunch classification.

### TOTAL BUDGET FOR ALL FUNDS

	Estimated Budget 2021-2022	<b>Proposed Budget 2022-2023</b>	\$ Change	% Change
General Fund	\$26,041,297	<b>\$27,094,468</b>	\$1,053,171	4.04%
Federal Projects Fund	\$5,848,818	<b>\$7,044,180</b>	\$1,195,362	20.44%
School Nutrition Program	\$1,591,135	<b>\$1,336,625</b>	(\$254,510)	-16.00%
Total All Funds	<u>\$33,481,250</u>	<u><b>\$35,475,273</b></u>	<u>\$1,994,023</u>	<u>5.96%</u>

**ELIZABETHTON CITY SCHOOLS  
BUDGET SUMMARY OF ALL FUNDS  
2022-2023**

	<b>General Purpose Fund</b>	<b>Federal Projects Fund</b>	<b>School Nutrition Program</b>	<b>Total Funds</b>
<b><u>Revenues</u></b>				
Local Revenues	\$ 7,623,802	\$ -	\$ 240,125	\$ 7,863,927
State Revenues	\$ 17,020,631	\$ -	\$ 10,000	\$ 17,030,631
Federal Revenues	\$ -	\$ 7,044,180	\$ 1,086,500	\$ 8,130,680
Operating Transfers	\$ 50,035	\$ -	\$ -	\$ 50,035
City of Elizabethton	\$ 2,400,000	\$ -	\$ -	\$ 2,400,000
<b>Total Revenues</b>	<b>\$ 27,094,468</b>	<b>\$ 7,044,180</b>	<b>\$ 1,336,625</b>	<b>\$ 35,475,273</b>
<b><u>Budgeted Reserves</u></b>				
Reserves for Specific Projects	\$ -	\$ -	\$ -	\$ -
<b>Total Budgeted Reserves</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b><u>Expenditures</u></b>				
Regular Instruction Programs	\$ 12,075,014	\$ 2,226,253	\$ -	\$ 14,301,267
Special Education Programs	\$ 2,274,763	\$ 665,457	\$ -	\$ 2,940,220
Vocational Education Programs	\$ 1,139,290	\$ 20,830	\$ -	\$ 1,160,120
Student Body Education Programs	\$ 405,985	\$ -	\$ -	\$ 405,985
Other Student Support	\$ 1,701,621	\$ 224,161	\$ -	\$ 1,925,782
Regular Instruction Support	\$ 1,159,122	\$ 370,906	\$ -	\$ 1,530,028
Special Education Support	\$ 333,140	\$ -	\$ -	\$ 333,140
Vocational Education Support	\$ 161,694	\$ 1,500	\$ -	\$ 163,194
Technology Services - Support	\$ 652,540	\$ 142,204	\$ -	\$ 794,744
General Administration	\$ 925,939	\$ -	\$ -	\$ 925,939
School Administration	\$ 1,777,952	\$ -	\$ -	\$ 1,777,952
Business Services	\$ 391,655	\$ -	\$ -	\$ 391,655
Operation & Maintenance of Plant	\$ 2,696,221	\$ -	\$ -	\$ 2,696,221
Student Transportation Services	\$ 639,445	\$ -	\$ -	\$ 639,445
Food Service	\$ 30,145	\$ -	\$ 1,336,625	\$ 1,366,770
Community Services	\$ 221,552	\$ 142,834	\$ -	\$ 364,386
Early Childhood Education	\$ 415,390	\$ -	\$ -	\$ 415,390
Capital Outlay	\$ 92,000	\$ 3,200,000	\$ -	\$ 3,292,000
Transfers to Other Funds	\$ 1,000	\$ 50,035	\$ -	\$ 51,035
<b>Total Expenditures</b>	<b>\$ 27,094,468</b>	<b>\$ 7,044,180</b>	<b>\$ 1,336,625</b>	<b>\$ 35,475,273</b>
<b>Excess of Revenues &amp; Reserves Over/(Under) Expenditures</b>				
	\$ -	\$ -	\$ -	\$ -
<b>Estimated Beginning Fund Balance and Reserves</b>				
	<b>\$ 2,475,000</b>	<b>\$ 25,000</b>	<b>\$ 530,224</b>	<b>\$ 3,030,224</b>
<b>Estimated Ending Fund Balance and Reserves</b>				
	<b>\$ 2,475,000</b>	<b>\$ 25,000</b>	<b>\$ 530,224</b>	<b>\$ 3,030,224</b>

**ELIZABETHTON CITY SCHOOLS  
ANALYSIS OF AVERAGE DAILY MEMBERSHIP (ADM)**

**AVERAGE DAILY MEMBERSHIP (ADM) BY LOCATION**

	ADM EOY 2021	ADM April 2022
Elizabethton High School	848	830
T. A. Dugger Junior High School	615	628
East Side Elementary	384	379
Harold McCormick Elementary	329	351
West Side Elementary	353	373
	<b>2,529</b>	<b>2,561</b>
Pre-K Special Ed & Early Learning Center	92	105
Total	2,621	2,666

**BEP & AVERAGE DAILY MEMBERSHIP HISTORY**

Budget Year	Average Daily Membership (ADM)	Increase / (Decrease) in ADM	BEP Funding Received	Percentage Increase in BEP Funding	Dollar Increase in BEP Funding	
2022-2023			*	<b>\$16,263,000</b>	<b>6.82%</b>	<b>\$1,012,000</b>
2021-2022	2,561	32	**	<b>\$15,251,000</b>	<b>2.95%</b>	<b>\$417,887</b>
2020-2021	2,529	50		<b>\$14,833,113</b>	<b>4.75%</b>	<b>\$652,113</b>
2019-2020	2,479	15		<b>\$14,181,000</b>	<b>3.39%</b>	<b>\$455,000</b>
2018-2019	2,464	4		<b>\$13,726,000</b>	<b>2.45%</b>	<b>\$318,000</b>
2017-2018	2,460	(1)		<b>\$13,408,000</b>	<b>3.66%</b>	<b>\$450,000</b>
2016-2017	2,461	38		<b>\$12,958,000</b>	<b>5.39%</b>	<b>\$663,000</b>
2015-2016	2,423	(25)		<b>\$12,295,000</b>	<b>4.50%</b>	<b>\$529,500</b>
2014-2015	2,448	23		<b>\$11,765,500</b>	<b>2.71%</b>	<b>\$310,500</b>
2013-2014	2,425	3		<b>\$11,455,000</b>	<b>5.04%</b>	<b>\$550,000</b>
2012-2013	2,422	98		<b>\$10,905,000</b>	<b>5.70%</b>	<b>\$588,000</b>
2011-2012	2,324	89		<b>\$10,317,000</b>	<b>4.51%</b>	<b>\$445,000</b>
2010-2011	2,235	118		<b>\$9,872,000</b>	<b>5.64%</b>	<b>\$527,000</b>
2009-2010	2,117	49		<b>\$9,345,000</b>	<b>4.53%</b>	<b>\$405,000</b>
2008-2009	2,068	89		<b>\$8,940,000</b>	<b>6.09%</b>	<b>\$513,000</b>
2007-2008	1,979	8		<b>\$8,427,000</b>	<b>8.00%</b>	<b>\$624,000</b>
2006-2007	1,971	(17)		<b>\$7,803,000</b>	<b>2.63%</b>	<b>\$200,000</b>
2005-2006	1,988	(52)		<b>\$7,603,000</b>	<b>3.64%</b>	<b>\$267,000</b>

\* This reflects the April BEP estimate for 2022-2023.

\*\* The ADM reflects April 2022.

**Elizabethton City Schools**  
**10 Month Teacher Salary Schedule**  
**2022-2023**

Exp.	Bachelor		Increase Including Step	Masters		Increase Including Step	Exp.
	<u>21-22</u>	<u>22-23</u>		<u>21-22</u>	<u>22-23</u>		
0	38,200	40,500		42,020	44,550		0
1	40,110	42,525	11.3%	43,930	46,575	10.8%	1
2	41,065	43,538	8.5%	44,885	47,588	8.3%	2
3	42,020	44,550	8.5%	45,840	48,600	8.3%	3
4	42,975	45,563	8.4%	46,795	49,613	8.2%	4
5	43,930	46,575	8.4%	47,750	50,625	8.2%	5
6	44,885	47,588	8.3%	48,705	51,638	8.1%	6
7	45,840	48,600	8.3%	49,660	52,650	8.1%	7
8	46,795	49,613	8.2%	50,615	53,663	8.1%	8
9	47,750	50,625	8.2%	51,570	54,675	8.0%	9
10	48,705	51,638	8.1%	52,525	55,688	8.0%	10
11	49,660	52,650	8.1%	53,480	56,700	7.9%	11
12	50,615	53,663	8.1%	54,435	57,713	7.9%	12
13	51,570	54,675	8.0%	55,390	58,725	7.9%	13
14	52,525	55,688	8.0%	56,345	59,738	7.8%	14
15	53,480	56,700	7.9%	57,300	60,750	7.8%	15
16+	53,480	56,700	6.0%	57,300	60,750	6.0%	16+

Exp.	Education Specialist		Increase Including Step	Doctorate		Increase Including Step	Exp.
	<u>21-22</u>	<u>22-23</u>		<u>21-22</u>	<u>22-23</u>		
0	45,840	48,600		49,660	52,650		0
1	47,750	50,625	10.4%	51,570	54,675	10.1%	1
2	48,705	51,638	8.1%	52,525	55,688	8.0%	2
3	49,660	52,650	8.1%	53,480	56,700	7.9%	3
4	50,615	53,663	8.1%	54,435	57,713	7.9%	4
5	51,570	54,675	8.0%	55,390	58,725	7.9%	5
6	52,525	55,688	8.0%	56,345	59,738	7.8%	6
7	53,480	56,700	7.9%	57,300	60,750	7.8%	7
8	54,435	57,713	7.9%	58,255	61,763	7.8%	8
9	55,390	58,725	7.9%	59,210	62,775	7.8%	9
10	56,345	59,738	7.8%	60,165	63,788	7.7%	10
11	57,300	60,750	7.8%	61,120	64,800	7.7%	11
12	58,255	61,763	7.8%	62,075	65,813	7.7%	12
13	59,210	62,775	7.8%	63,030	66,825	7.7%	13
14	60,165	63,788	7.7%	63,985	67,838	7.6%	14
15	61,120	64,800	7.7%	64,940	68,850	7.6%	15
16+	61,120	64,800	6.0%	64,940	68,850	6.0%	16+

**HISTORICAL SUMMARY OF PERSONNEL POSITIONS  
2022-2023**

<u>GENERAL PURPOSE</u>	<u>ACTUAL 2020-2021</u>	<u>ACTUAL 2021-2022</u>	<u>ADDITIONS 2021-2022</u>	<u>BUDGET 2022-2023</u>
Principals	5.00	5.00	-	5.00
Assistant Principals	5.00	5.00	-	5.00
Assistant to the Principal	2.00	2.00	-	2.00
Certified Teachers	179.50	180.00	2.00	182.00
Librarians	5.00	5.00	-	5.00
Guidance Counselors	6.00	7.00	-	7.00
Career Advisor	0.00	2.00	-	2.00
Instructional Assistants	5.00	5.00	-	5.00
Instructional Coach	1.00	1.50	-	1.50
Interventionist	3.00	0.00	-	0.00
Bartleby Coordinator	1.00	1.00	-	1.00
System-Wide Nurse - RN	1.00	1.00	-	1.00
School Nurse - LPN	6.00	6.00	-	6.00
School Health Coordinator	1.00	1.00	-	1.00
Educational Assistants	41.46	36.77	-	36.77
Registrar	1.00	1.00	-	1.00
School Secretaries	9.00	8.50	-	8.50
School Bookkeepers	5.00	5.00	-	5.00
Attendance Clerks	3.00	3.00	-	3.00
Library Assistants	2.34	1.50	-	1.50
Lunchroom Monitor	0.75	0.75	-	0.75
Bus Drivers	11.00	10.50	-	10.50
Administrators	6.35	6.35	0.15	6.50
Director of Schools	1.00	1.00	-	1.00
Custodians	20.76	20.76	-	20.76
Maintenance Technicians	6.00	6.00	-	6.00
Computer Specialists	3.00	4.00	-	4.00
Administrative Specialists	6.35	6.50	-	6.50
Public Relations / Grant Writer	1.00	1.00	-	1.00
Clerical Personnel	1.13	2.00	-	2.00
ESP Personnel	9.00	9.00	-	9.00
<b>GP Totals</b>	<b>348.64</b>	<b>345.13</b>	<b>2.15</b>	<b>347.28</b>
<b><u>FEDERAL PROJECTS</u></b>				
Certified Teachers	3.00	5.00	(1.00)	4.00
Implementation Coach (ESSER)	0.00	1.00	-	1.00
Interventionists	5.00	9.00	-	8.00
Instructional Coach	1.00	1.00	-	0.50
Assistant to the Principal	0.50	0.50	-	0.50
Professional Development Coordinator	0.50	0.50	-	0.50
ESSER Grant Manager	0.00	0.00	-	1.00
Social Worker	0.00	1.00	-	1.00
TN All Corp Teachers	0.00	4.00	-	4.00
TN All Corp Instructional Assistants	0.00	10.00	-	10.00
Best for All Teacher	0.00	0.00	1.00	1.00
Best for All Assistant	0.00	0.00	1.00	1.00
ARP IDEA/Preschool Assistants	0.00	6.00	(6.00)	0.00
Educational Assistants	34.14	34.14	(2.00)	32.14
Grant/Program Assts/Sec	1.65	1.65	-	1.50
Administrator	0.65	0.65	(0.15)	0.50
<b>FP Totals</b>	<b>46.44</b>	<b>74.44</b>	<b>(7.15)</b>	<b>66.64</b>
<b><u>SCHOOL NUTRITION PROGRAM</u></b>				
Cafeteria Managers	5.00	5.00	-	5.00
Cooks	14.00	14.00	-	14.50
Clerical Personnel	0.50	0.00	-	0.00
School Nutrition Coordinator	1.00	1.00	-	1.00
<b>SNP Totals</b>	<b>20.50</b>	<b>20.00</b>	<b>0.00</b>	<b>20.50</b>
<b>TOTAL ALL FUNDS</b>	<b>415.58</b>	<b>439.57</b>	<b>(5.00)</b>	<b>434.42</b>

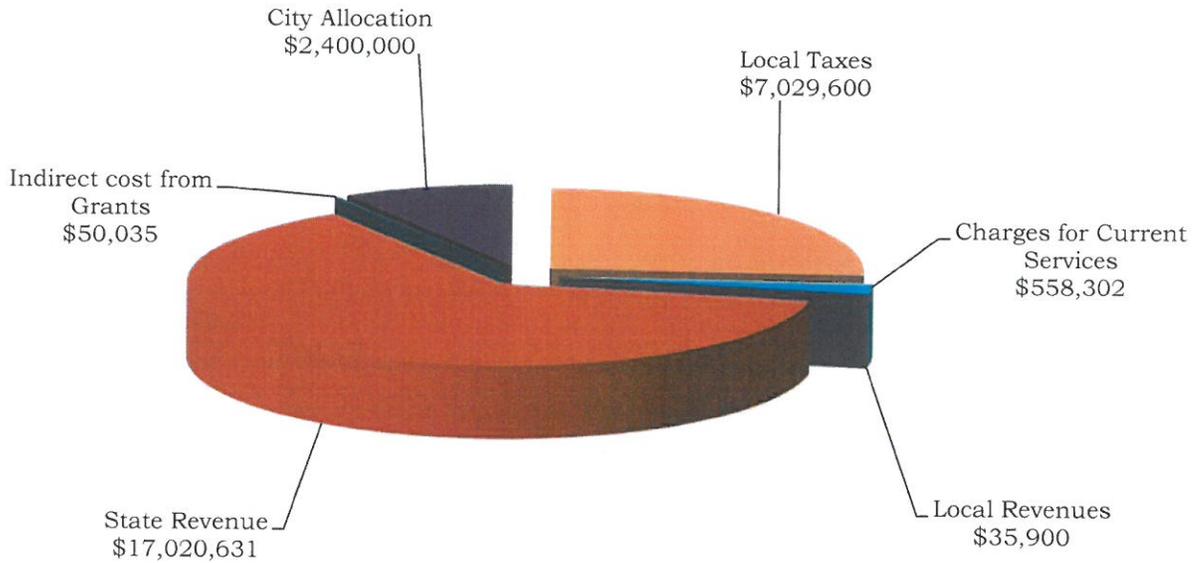
**Add one (1) Full-Time Certified SPED Teacher (TBD)**  
**Move one (1) Full-Time Certified Teacher at WELC from Title I to Voluntary PreK Grant**  
**Move .15 FTE of an Administrator from Consolidated Administration to General Purpose**  
**Add one (1) Full-Time Certified Best for All Teacher (EHS)**  
**Add one (1) Full-Time Classified Best for All Assistant (EHS)**  
**Eliminate one (1) Title I Interventionist (WSE)**  
**Reduce two (2) Full-Time Title I Educational Assistants to Part-Time (HME)**  
**Increase one (1) Part-Time Title I Educational Assistant to Full-Time (WSE)**  
**Eliminate one (1) Title I Full-Time Educational Assistant (ESE)**  
**Eliminate one (1) Title I PartTime Educational Assistant (ESE)**  
**Eliminate six (6) Full-Time ARP Educational Assistant Positions (End of Grant Period)**



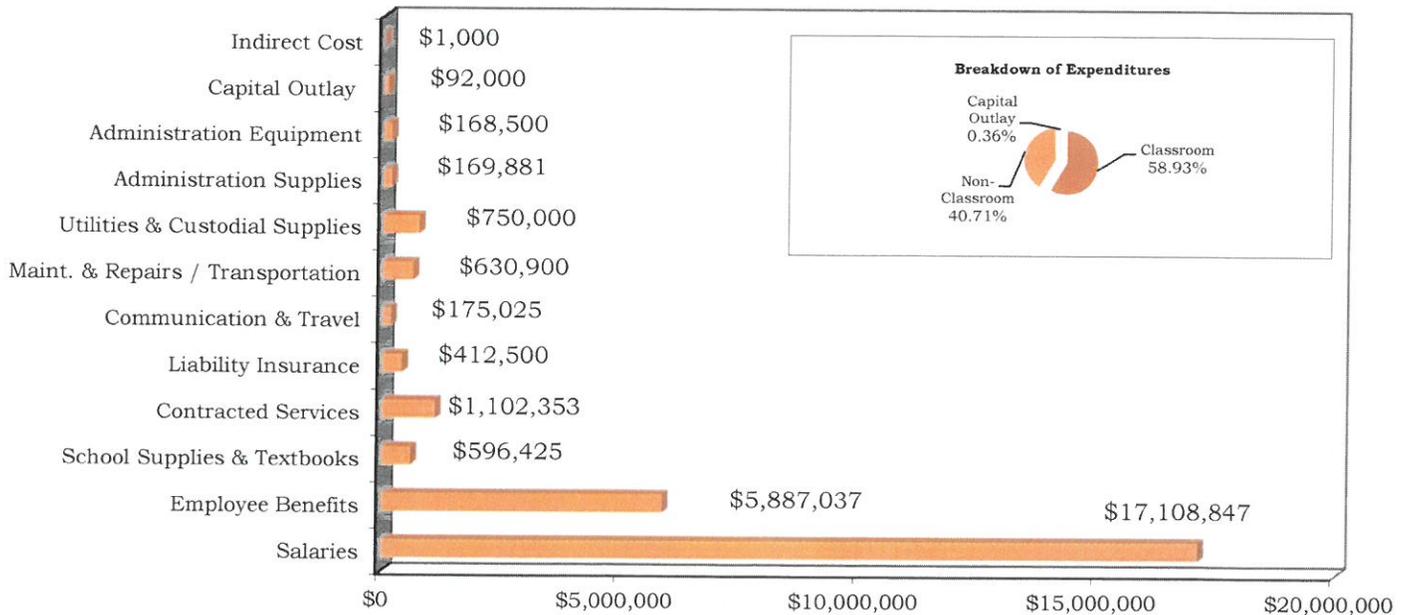
**GENERAL  
PURPOSE  
FUND**

# GENERAL PURPOSE FUND 2022-2023

## ESTIMATED REVENUES - \$27,094,468



## ESTIMATED EXPENDITURES - \$27,094,468



**ELIZABETHTON CITY SCHOOLS  
GENERAL PURPOSE BUDGET  
2022-2023**

		<u>ACTUAL</u> <u>2020-2021</u>	<u>PROJECTED</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>
ESTIMATED REVENUES AND OTHER SOURCES				
40000	Local Taxes	\$ 6,663,948	\$ 6,854,500	\$ 7,029,000
41000	Licenses & Permits	\$ 547	\$ 550	\$ 600
43000	Charges for Current Services	\$ 446,885	\$ 548,895	\$ 558,302
44000	Other Local Revenues	\$ 7,573	\$ 17,350	\$ 9,500
46500	State Education Funds	\$ 15,594,525	\$ 15,786,279	\$ 16,809,509
46800	Other State Revenues	\$ 362,594	\$ 273,540	\$ 211,122
47500	Other Federal Through State	\$ 73,129	\$ -	\$ -
48000	Other Governments and Citizens Groups	\$ 32,885	\$ 25,200	\$ 26,400
49000	Other Sources (Non-Revenue)	<u>\$ 3,598,880</u>	<u>\$ 2,413,000</u>	<u>\$ 2,450,035</u>
	TOTAL ESTIMATED REVENUES AND OTHER SOURCES	<b><u>\$ 26,780,968</u></b>	<b><u>\$ 25,919,314</u></b>	<b><u>\$ 27,094,468</u></b>
ESTIMATED RESERVES				
34000	Beginning Reserves to be Used for Specific Projects	<u>\$ 424,653</u>	<u>\$ 145,000</u>	<u>\$ -</u>
	TOTAL ESTIMATED RESERVES	<b><u>\$ 424,653</u></b>	<b><u>\$ 145,000</u></b>	<b><u>\$ -</u></b>
	<b>TOTAL AVAILABLE FUNDS</b>	<b><u>\$ 27,205,621</u></b>	<b><u>\$ 26,064,314</u></b>	<b><u>\$ 27,094,468</u></b>
ESTIMATED EXPENDITURES				
INSTRUCTION				
71100	Regular Instruction Program	\$ 11,523,426	\$ 11,624,815	\$ 12,075,014
71200	Special Education Program	\$ 2,029,595	\$ 2,064,080	\$ 2,274,763
71300	Vocational Education Program	\$ 1,002,507	\$ 1,094,325	\$ 1,139,290
71400	Student Body Education Program	<u>\$ 324,412</u>	<u>\$ 412,551</u>	<u>\$ 405,985</u>
	TOTAL INSTRUCTION	<b><u>\$ 14,879,939</u></b>	<b><u>\$ 15,195,771</u></b>	<b><u>\$ 15,895,052</u></b>
SUPPORT SERVICES				
72100	Students	\$ 1,321,969	\$ 1,598,629	\$ 1,701,621
72200	Instructional Support	\$ 1,844,371	\$ 2,181,792	\$ 2,306,496
72300	General Administration	\$ 803,378	\$ 861,641	\$ 925,939
72400	School Administration - Office of Principal	\$ 1,534,057	\$ 1,661,259	\$ 1,777,952
72500	Business Administration	\$ 308,991	\$ 364,510	\$ 391,655
72600	Operation and Maintenance of Plant	\$ 2,528,289	\$ 2,696,230	\$ 2,696,221
72700	Student Transportation	<u>\$ 424,218</u>	<u>\$ 622,362</u>	<u>\$ 639,445</u>
	TOTAL SUPPORT SERVICES	<b><u>\$ 8,765,275</u></b>	<b><u>\$ 9,986,423</u></b>	<b><u>\$ 10,439,329</u></b>
NON-INSTRUCTIONAL SERVICES				
73100	School Food Service	\$ 39,114	\$ 29,814	\$ 30,145
73300	Community Services	\$ 51,646	\$ 212,395	\$ 221,552
73400	Early Childhood Education	\$ 405,034	\$ 405,894	\$ 415,390
76100	Regular Capital Outlay	\$ 1,639,048	\$ 210,000	\$ 92,000
99100	Operating Transfers	<u>\$ -</u>	<u>\$ 1,000</u>	<u>\$ 1,000</u>
	NON-INSTRUCTIONAL SERVICES	<b><u>\$ 2,134,842</u></b>	<b><u>\$ 859,103</u></b>	<b><u>\$ 760,087</u></b>
	<b>TOTAL EXPENDITURES</b>	<b><u>\$ 25,780,056</u></b>	<b><u>\$26,041,297</u></b>	<b><u>\$ 27,094,468</u></b>
<b>ESTIMATED REVENUE &amp; RESERVES OVER EXPENDITURES</b>				
		<b><u>\$ 1,425,565</u></b>	<b><u>\$ 23,018</u></b>	<b><u>\$ -</u></b>

**ELIZABETHTON CITY SCHOOLS  
GENERAL PURPOSE BUDGET  
2022-2023**

	<u>ACTUAL</u> <u>2020-2021</u>	<u>PROJECTED</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>
<b>ESTIMATED REVENUES</b>			
LOCAL TAXES / LICENSES			
40110	\$ 3,263,053	\$ 3,325,000	\$ 3,350,000
40120	\$ 75,782	\$ 82,000	\$ 83,000
40130	\$ 23,472	\$ 22,000	\$ 23,000
40140	\$ 26,842	\$ 23,500	\$ 26,000
40162	\$ 56,328	\$ 56,000	\$ 58,000
40163	\$ 1,056	\$ 1,000	\$ 2,500
40210	\$ 3,185,304	\$ 3,300,000	\$ 3,450,000
40275	\$ 14,425	\$ 15,000	\$ 18,000
40320	\$ 17,687	\$ 30,000	\$ 18,500
41110	\$ 547	\$ 550	\$ 600
	<u>\$ 6,664,495</u>	<u>\$ 6,855,050</u>	<u>\$ 7,029,600</u>
CHARGES FOR CURRENT SERVICES			
43511	\$ 342,072	\$ 330,000	\$ 335,000
43513	\$ 500	\$ 500	\$ 750
43517	\$ 104,313	\$ 218,395	\$ 222,552
	<u>\$ 446,885</u>	<u>\$ 548,895</u>	<u>\$ 558,302</u>
OTHER LOCAL REVENUE			
44110	\$ 6,416	\$ 6,000	\$ 7,500
44120	\$ 100	\$ 150	\$ 1,000
44990	\$ 1,057	\$ 11,200	\$ 1,000
	<u>\$ 7,573</u>	<u>\$ 17,350</u>	<u>\$ 9,500</u>
STATE EDUCATION FUNDS			
46511	\$ 14,833,113	\$ 15,251,000	\$ 16,263,000
46515	\$ 405,034	\$ 404,779	\$ 415,390
46550	\$ 7,251	\$ 6,500	\$ 6,500
46590	\$ 312,569	\$ 90,000	\$ 92,000
46610	\$ 36,559	\$ 34,000	\$ 32,619
	<u>\$ 15,594,525</u>	<u>\$ 15,786,279</u>	<u>\$ 16,809,509</u>
OTHER STATE REVENUES			
46980	\$ 250,414	\$ 160,540	\$ 98,122
46990	\$ 112,180	\$ 113,000	\$ 113,000
	<u>\$ 362,594</u>	<u>\$ 273,540</u>	<u>\$ 211,122</u>
FEDERAL THROUGH STATE			
47590	\$ 73,129	\$ -	\$ -
	<u>\$ 73,129</u>	<u>\$ -</u>	<u>\$ -</u>
OTHER GOVERNMENTS & CITIZEN GROUPS			
48610	\$ 32,885	\$ 25,200	\$ 26,400
	<u>\$ 32,885</u>	<u>\$ 25,200</u>	<u>\$ 26,400</u>
OTHER SOURCES			
49100	\$ 1,174,340	\$ -	\$ -
49800	\$ 24,540	\$ 13,000	\$ 50,035
49800	\$ -	\$ -	\$ -
49810	\$ 2,400,000	\$ 2,400,000	\$ 2,400,000
	<u>\$ 3,598,880</u>	<u>\$ 2,413,000</u>	<u>\$ 2,450,035</u>
<b>TOTAL REVENUES AND OTHER SOURCES</b>	<u>\$ 26,780,968</u>	<u>\$ 25,919,314</u>	<u>\$ 27,094,468</u>

**ELIZABETHTON CITY SCHOOLS  
GENERAL PURPOSE BUDGET  
2022-2023**

<b>ESTIMATED EXPENDITURES</b>		<b>ACTUAL 2020-2021</b>	<b>PROJECTED 2021-2022</b>	<b>ESTIMATED 2022-2023</b>
<u>INSTRUCTIONAL</u>				
71100	REGULAR EDUCATION PROGRAM			
116	Teachers	\$ 7,469,324	\$ 7,650,000	\$ 8,025,400
117	Career Ladder	\$ 19,840	\$ 17,000	\$ 17,000
128	Homebound Teachers	\$ 22,096	\$ 25,000	\$ 28,000
163	Educational Assistants	\$ 253,360	\$ 255,000	\$ 273,990
189	Other Salaries & Wages	\$ 293,721	\$ 230,000	\$ 253,090
195	Certified Substitute Teachers	\$ 350	\$ 5,000	\$ 10,000
198	Non-Certified Substitute Teachers	\$ 40,470	\$ 55,000	\$ 85,000
201	Social Security	\$ 475,511	\$ 525,000	\$ 533,129
204	State Retirement	\$ 740,820	\$ 738,000	\$ 691,788
206	Life Insurance	\$ 13,484	\$ 13,165	\$ 13,300
207	Medical Insurance	\$ 1,315,082	\$ 1,332,527	\$ 1,393,000
208	Dental Insurance	\$ 50,897	\$ 51,470	\$ 51,600
212	Employer Medicare	\$ 112,218	\$ 115,833	\$ 143,732
215	On-Behalf Payments for OPEB	\$ 68,088	\$ 68,200	\$ 68,200
217	TCRS-SRT	\$ 37,171	\$ 42,000	\$ 47,360
399	Other Contracted Services	\$ 23,758	\$ 27,000	\$ 29,000
429	Instructional Supplies	\$ 143,817	\$ 150,500	\$ 167,805
449	Textbooks	\$ 311,300	\$ 200,000	\$ 155,000
471	Software	\$ 41,159	\$ -	\$ -
499	Other Supplies & Materials	\$ 85,837	\$ 79,120	\$ 88,620
722	Regular Instructional Equipment	\$ 5,124	\$ 45,000	\$ -
71100	TOTAL REGULAR EDUCATION PROGRAM	<u>\$ 11,523,426</u>	<u>\$ 11,624,815</u>	<u>\$ 12,075,014</u>
71200	SPECIAL EDUCATION PROGRAM			
116	Teachers	\$ 885,476	\$ 901,000	\$ 1,038,828
117	Career Ladder	\$ 1,000	\$ 1,000	\$ 1,000
128	Homebound Teachers	\$ -	\$ 1,000	\$ 2,000
163	Educational Assistants	\$ 364,838	\$ 361,375	\$ 375,170
171	Speech Pathologists	\$ 165,051	\$ 172,000	\$ 182,860
195	Certified Substitute Teachers	\$ -	\$ 600	\$ 500
198	Non-Certified Substitute Teachers	\$ 2,611	\$ 3,000	\$ 10,000
201	Social Security	\$ 82,750	\$ 86,000	\$ 98,062
204	State Retirement	\$ 122,467	\$ 122,100	\$ 130,322
206	Life Insurance	\$ 2,365	\$ 2,365	\$ 2,455
207	Medical Insurance	\$ 258,042	\$ 263,300	\$ 273,000
208	Dental Insurance	\$ 10,313	\$ 10,415	\$ 10,740
212	Employer Medicare	\$ 19,664	\$ 19,500	\$ 23,015
215	On-Behalf Payments for OPEB	\$ 16,388	\$ 16,500	\$ 16,500
217	TCRS-SRT	\$ 6,464	\$ 7,500	\$ 8,070
310	Contracts with Public Agencies	\$ 8,555	\$ 12,425	\$ 14,241
312	Contracts with Private Agencies	\$ 57,560	\$ 60,000	\$ 60,000
429	Instructional Supplies	\$ 12,155	\$ 15,000	\$ 15,000
499	Other Supplies & Materials	\$ 3,629	\$ 4,500	\$ 3,000
725	Special Education Equipment	\$ 10,268	\$ 4,500	\$ 10,000
71200	TOTAL SPECIAL EDUCATION PROGRAM	<u>\$ 2,029,595</u>	<u>\$ 2,064,080</u>	<u>\$ 2,274,763</u>

**ELIZABETHTON CITY SCHOOLS  
GENERAL PURPOSE BUDGET  
2022-2023**

		<u>ACTUAL</u> <u>2020-2021</u>	<u>PROJECTED</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>
71300	VOCATIONAL EDUCATION PROGRAM			
116	Teachers	\$ 702,599	\$ 760,000	\$ 795,425
189	Other Salaries & Wages	\$ -	\$ 15,000	\$ 18,000
195	Certified Substitute Teachers	\$ -	\$ 750	\$ 500
198	Non-Certified Substitute Teachers	\$ 6,709	\$ 12,000	\$ 10,000
201	Social Security	\$ 40,584	\$ 42,000	\$ 49,000
204	State Retirement	\$ 62,779	\$ 64,900	\$ 61,305
206	Life Insurance	\$ 1,260	\$ 1,260	\$ 1,260
207	Medical Insurance	\$ 125,407	\$ 127,210	\$ 132,170
208	Dental Insurance	\$ 4,594	\$ 4,755	\$ 4,300
212	Employer Medicare	\$ 9,511	\$ 11,000	\$ 11,500
215	On-Behalf Payments for OPEB	\$ 5,853	\$ 5,900	\$ 5,900
217	TCRS-SRT	\$ 5,798	\$ 5,950	\$ 6,430
336	Maintenance & Repair - Equipment	\$ 1,488	\$ 2,600	\$ 2,500
429	Instructional Supplies	\$ 15,581	\$ 40,000	\$ 40,000
499	Other Supplies & Materials	\$ 10,154	\$ -	\$ -
599	Other Charges	\$ 749	\$ 1,000	\$ 1,000
730	Vocational Education Equipment	\$ 9,441	\$ -	\$ -
71300	TOTAL VOCATIONAL EDUCATION PROGRAM	<u>\$ 1,002,507</u>	<u>\$ 1,094,325</u>	<u>\$ 1,139,290</u>
71400	STUDENT BODY EDUCATION PROGRAM			
189	Other Salaries & Wages	\$ 264,681	\$ 290,000	\$ 325,590
201	Social Security	\$ 15,965	\$ 18,000	\$ 20,000
204	State Retirement	\$ 17,186	\$ 20,500	\$ 22,435
206	Life Insurance	\$ 45	\$ 45	\$ 45
207	Medical Insurance	\$ 6,532	\$ 7,600	\$ 7,900
208	Dental Insurance	\$ 307	\$ 306	\$ 315
212	Employer Medicare	\$ 3,735	\$ 4,200	\$ 4,700
217	TCRS-SRT	\$ 1,061	\$ 2,500	\$ 7,500
499	Other Supplies & Materials	\$ 4,400	\$ 4,400	\$ 4,500
599	Other Charges	\$ 10,500	\$ 13,000	\$ 13,000
790	Other Equipment	\$ -	\$ 52,000	\$ -
71400	TOTAL STUDENT BODY EDUCATION PROGRAM	<u>\$ 324,412</u>	<u>\$ 412,551</u>	<u>\$ 405,985</u>
	TOTAL INSTRUCTIONAL EXPENDITURES	<u>\$ 14,879,939</u>	<u>\$ 15,195,771</u>	<u>\$ 15,895,052</u>
	<u>SUPPORT SERVICES - STUDENTS</u>			
72110	ATTENDANCE			
105	Supervisor	\$ 1,500	\$ 1,500	\$ 1,500
161	Secretary	\$ 45,803	\$ 46,135	\$ 48,360
201	Social Security	\$ 2,917	\$ 2,950	\$ 2,950
204	State Retirement	\$ 4,510	\$ 4,545	\$ 6,125
206	Life Insurance	\$ 45	\$ 45	\$ 45
207	Medical Insurance	\$ 7,428	\$ 7,600	\$ 7,900
208	Dental Insurance	\$ 300	\$ 315	\$ 315
212	Employer Medicare	\$ 682	\$ 650	\$ 700
355	Travel	\$ 1,130	\$ 3,500	\$ 3,500
399	Other Contracted Services	\$ 20,274	\$ 22,000	\$ 22,000
499	Other Supplies & Materials	\$ 279	\$ 5,000	\$ 7,000
72110	TOTAL ATTENDANCE	<u>\$ 84,870</u>	<u>\$ 94,240</u>	<u>\$ 100,395</u>

**ELIZABETHTON CITY SCHOOLS  
GENERAL PURPOSE BUDGET  
2022-2023**

		<b>ACTUAL 2020-2021</b>	<b>PROJECTED 2021-2022</b>	<b>ESTIMATED 2022-2023</b>
72120	HEALTH SERVICES			
105	Supervisor	\$ 43,266	\$ 46,222	\$ 50,119
131	Medical Personnel	\$ 204,565	\$ 195,000	\$ 206,550
201	Social Security	\$ 14,846	\$ 15,800	\$ 15,900
204	State Retirement	\$ 22,962	\$ 25,000	\$ 25,055
206	Life Insurance	\$ 450	\$ 450	\$ 450
207	Medical Insurance	\$ 62,546	\$ 62,870	\$ 80,600
208	Dental Insurance	\$ 2,556	\$ 2,895	\$ 3,210
212	Employer Medicare	\$ 3,472	\$ 3,600	\$ 3,685
355	Travel	\$ 586	\$ 550	\$ 750
399	Other Contracted Services	\$ -	\$ -	\$ 250
499	Other Supplies & Materials	\$ 30,570	\$ 15,000	\$ 21,106
524	In-service / Staff Development	\$ 50	\$ 1,500	\$ 1,500
599	Other Charges	\$ 696	\$ 750	\$ 750
72120	TOTAL HEALTH SERVICES	<u>\$ 386,566</u>	<u>\$ 369,637</u>	<u>\$ 409,925</u>
72130	OTHER STUDENT SUPPORT			
117	Career Ladder Program	\$ 1,000	\$ 1,000	\$ 1,000
123	Guidance Personnel	\$ 329,584	\$ 578,587	\$ 645,800
161	Secretary(s)	\$ 124,127	\$ 96,402	\$ 104,725
189	Other Salaries and Wages	\$ 1,000	\$ 4,000	\$ 4,000
201	Social Security	\$ 27,504	\$ 35,062	\$ 40,062
204	State Retirement	\$ 42,972	\$ 54,246	\$ 56,587
206	Life Insurance	\$ 765	\$ 945	\$ 990
207	Medical Insurance	\$ 88,769	\$ 101,000	\$ 109,000
208	Dental Insurance	\$ 3,693	\$ 3,850	\$ 4,000
212	Employer Medicare	\$ 6,433	\$ 8,500	\$ 9,315
215	On-Behalf Payments for OPEB	\$ 5,560	\$ 5,700	\$ 5,700
217	TCRS-SRT	\$ 2,042	\$ 3,900	\$ 4,260
309	Contracts with Government Agencies	\$ 169,300	\$ 169,560	\$ 106,862
322	Evaluation & Testing	\$ 2,085	\$ 20,000	\$ 37,000
399	Other Contracted Services	\$ 42,700	\$ 43,000	\$ 53,000
599	Other Charges	\$ 3,000	\$ 9,000	\$ 9,000
72130	TOTAL OTHER STUDENT SUPPORT	<u>\$ 850,534</u>	<u>\$ 1,134,752</u>	<u>\$ 1,191,301</u>
	TOTAL SUPPORT SERVICES - STUDENTS	<u>\$ 1,321,969</u>	<u>\$ 1,598,629</u>	<u>\$ 1,701,621</u>

**ELIZABETHTON CITY SCHOOLS  
GENERAL PURPOSE BUDGET  
2022-2023**

		<u>ACTUAL</u> <u>2020-2021</u>	<u>PROJECTED</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>
<u>SUPPORT SERVICES - INSTRUCTIONAL STAFF</u>				
72210	REGULAR EDUCATION - SUPPORT			
105	Supervisor / Director	\$ 181,157	\$ 190,000	\$ 281,715
117	Career Ladder Program	\$ 4,000	\$ 4,000	\$ 4,000
129	Librarians	\$ 276,718	\$ 271,000	\$ 286,540
161	Secretary(s)	\$ 57,004	\$ 46,134	\$ 48,360
163	Library Assistants	\$ 25,297	\$ 27,090	\$ 27,340
189	Other Salaries & Wages	\$ 67,185	\$ 83,270	\$ 114,415
201	Social Security	\$ 35,479	\$ 38,000	\$ 46,903
204	State Retirement	\$ 60,114	\$ 63,000	\$ 67,641
206	Life Insurance	\$ 702	\$ 758	\$ 765
207	Medical Insurance	\$ 78,512	\$ 85,540	\$ 94,630
208	Dental Insurance	\$ 2,830	\$ 3,150	\$ 3,445
212	Employer Medicare	\$ 8,317	\$ 9,300	\$ 10,598
215	On-Behalf Payments for OPEB	\$ 5,365	\$ 5,500	\$ 5,500
217	TCRS-SRT	\$ 1,007	\$ 2,000	\$ 3,095
336	Maintenance & Repair Services - Equipment	\$ 10,400	\$ 13,400	\$ 13,400
355	Travel	\$ 582	\$ 1,000	\$ 1,000
399	Other Contracted Services	\$ 21,339	\$ 50,000	\$ 60,000
432	Library Books / Media	\$ 31,195	\$ 41,000	\$ 41,000
499	Other Supplies & Materials	\$ 3,774	\$ 5,500	\$ 4,800
524	In-service / Staff Development	\$ 10,613	\$ 16,975	\$ 26,975
599	Other Charges	\$ 500	\$ 5,000	\$ 17,000
790	Other Equipment	\$ 3,513	\$ 12,000	\$ -
72210	TOTAL REGULAR EDUCATION - SUPPORT	<u>\$ 885,605</u>	<u>\$ 973,617</u>	<u>\$ 1,159,122</u>
72220	SPECIAL EDUCATION - SUPPORT			
105	Supervisor / Director	\$ 69,140	\$ 79,000	\$ 59,870
161	Secretary(s)	\$ 34,602	\$ 23,067	\$ 24,180
201	Social Security	\$ 6,003	\$ 6,200	\$ 5,200
204	State Retirement	\$ 10,678	\$ 10,200	\$ 8,185
206	Life Insurance	\$ 133	\$ 110	\$ 80
207	Medical Insurance	\$ 16,239	\$ 18,000	\$ 13,130
208	Dental Insurance	\$ 525	\$ 600	\$ 495
212	Employer Medicare	\$ 1,404	\$ 1,450	\$ 1,200
215	On-Behalf Payments for OPEB	\$ 780	\$ 800	\$ 800
312	Contracts with Private Agencies	\$ 186,037	\$ 200,000	\$ 200,000
336	Maintenance & Repair Services - Equipment	\$ 1,052	\$ 1,000	\$ 1,000
355	Travel	\$ 683	\$ 500	\$ 2,000
367	Maintenance Services - Records	\$ -	\$ 5,000	\$ 5,000
524	In-service / Staff Development	\$ 4,038	\$ 7,500	\$ 12,000
72220	TOTAL SPECIAL EDUCATION - SUPPORT	<u>\$ 331,315</u>	<u>\$ 353,427</u>	<u>\$ 333,140</u>
72230	VOCATIONAL EDUCATION - SUPPORT			
105	Supervisor / Director	\$ 81,003	\$ 86,000	\$ 90,475
117	Career Ladder Program	\$ 1,000	\$ 1,000	\$ 1,000
161	Secretary(s)	\$ 24,722	\$ 24,430	\$ 26,040
201	Social Security	\$ 5,817	\$ 6,762	\$ 7,262
204	State Retirement	\$ 10,773	\$ 11,161	\$ 11,162
206	Life Insurance	\$ 135	\$ 135	\$ 135
207	Medical Insurance	\$ 18,389	\$ 18,875	\$ 19,600
208	Dental Insurance	\$ 607	\$ 630	\$ 630
212	Employer Medicare	\$ 1,361	\$ 1,515	\$ 1,690
524	In-service / Staff Development	\$ -	\$ 3,700	\$ 3,700
72230	TOTAL VOCATIONAL EDUCATION - SUPPORT	<u>\$ 143,806</u>	<u>\$ 154,208</u>	<u>\$ 161,694</u>

**ELIZABETHTON CITY SCHOOLS  
GENERAL PURPOSE BUDGET  
2022-2023**

		<u>ACTUAL</u> <u>2020-2021</u>	<u>PROJECTED</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>
72250	TECHNOLOGY SERVICES - SUPPORT			
105	Supervisor / Director	\$ 41,757	\$ 43,000	\$ 44,855
121	Data Processing Personnel	\$ 145,459	\$ 191,090	\$ 212,160
201	Social Security	\$ 11,535	\$ 14,450	\$ 14,600
204	State Retirement	\$ 17,936	\$ 22,500	\$ 30,100
206	Life Insurance	\$ 180	\$ 225	\$ 225
207	Medical Insurance	\$ 26,314	\$ 34,200	\$ 35,000
208	Dental Insurance	\$ 1,066	\$ 1,425	\$ 1,400
212	Employer Medicare	\$ 2,698	\$ 3,380	\$ 3,700
336	Maintenance & Repair - Equipment	\$ 17,323	\$ 58,000	\$ 58,000
350	Internet Connectivity	\$ 145,398	\$ 131,000	\$ 133,000
355	Travel	\$ 1,977	\$ 2,500	\$ 3,000
399	Other Contracted Services	\$ 12,963	\$ 30,000	\$ 30,000
411	Data Processing Supplies	\$ 12,432	\$ 16,000	\$ 16,000
524	In-service / Staff Development	\$ 2,000	\$ 2,000	\$ 2,000
709	Data Processing Equipment	<u>\$ 44,610</u>	<u>\$ 150,770</u>	<u>\$ 68,500</u>
72250	TOTAL TECHNOLOGY SERVICES - SUPPORT	<u>\$ 483,646</u>	<u>\$ 700,540</u>	<u>\$ 652,540</u>
	TOTAL FOR SUPPORT - INSTRUCTIONAL STAFF	<u>\$ 1,844,371</u>	<u>\$ 2,181,792</u>	<u>\$ 2,306,496</u>
<u>GENERAL ADMINISTRATION</u>				
72310	BOARD OF EDUCATION SERVICES			
118	Secretary to the Board	\$ 3,000	\$ 3,000	\$ 3,000
189	Other Salaries & Wages	\$ 45,907	\$ 46,605	\$ 48,680
201	Social Security	\$ 2,747	\$ 3,050	\$ 3,200
204	State Retirement	\$ 4,651	\$ 4,720	\$ 6,380
206	Life Insurance	\$ 45	\$ 45	\$ 45
207	Medical Insurance	\$ 8,504	\$ 8,750	\$ 9,000
208	Dental Insurance	\$ 300	\$ 315	\$ 315
210	Unemployment Compensation	\$ 1,605	\$ 5,000	\$ 15,000
212	Employer Medicare	\$ 642	\$ 700	\$ 740
305	Audit Services	\$ 33,800	\$ 34,900	\$ 36,500
320	Dues & Memberships	\$ 19,839	\$ 20,000	\$ 16,000
331	Legal Services	\$ 17,470	\$ 30,000	\$ 25,000
399	Other Contracted Services	\$ 2,000	\$ 6,000	\$ 6,000
506	Liability Insurance	\$ 55,310	\$ 60,000	\$ 60,000
510	Trustee Commissions	\$ 100,853	\$ 105,000	\$ 115,000
513	Workmen's Compensation Insurance	\$ 157,624	\$ 155,000	\$ 173,000
524	In-service / Staff Development	\$ 3,712	\$ 8,600	\$ 10,000
599	Other Charges	<u>\$ 9,239</u>	<u>\$ 7,500</u>	<u>\$ 10,000</u>
72310	TOTAL BOARD OF EDUCATION SERVICES	<u>\$ 467,249</u>	<u>\$ 499,185</u>	<u>\$ 537,860</u>

**ELIZABETHTON CITY SCHOOLS  
GENERAL PURPOSE BUDGET  
2022-2023**

		<b>ACTUAL 2020-2021</b>	<b>PROJECTED 2021-2022</b>	<b>ESTIMATED 2022-2023</b>
72320	OFFICE OF THE SUPERINTENDENT			
101	Administrative Officer (Director of Schools)	\$ 122,921	\$ 124,000	\$ 127,800
117	Career Ladder Program	\$ 1,000	\$ 1,000	\$ 1,000
161	Secretary	\$ 45,803	\$ 46,135	\$ 48,360
162	Receptionist	\$ 17,740	\$ 24,410	\$ 26,755
189	Other Salaries & Wages	\$ 4,800	\$ 4,800	\$ 4,800
201	Social Security	\$ 11,269	\$ 12,062	\$ 12,837
204	State Retirement	\$ 19,114	\$ 19,586	\$ 20,887
206	Life Insurance	\$ 158	\$ 180	\$ 180
207	Medical Insurance	\$ 29,767	\$ 27,050	\$ 28,000
208	Dental Insurance	\$ 1,029	\$ 918	\$ 945
212	Employer Medicare	\$ 2,661	\$ 2,815	\$ 3,015
302	Advertising	\$ 2,689	\$ 4,000	\$ 6,000
307	Communication	\$ 56,193	\$ 62,000	\$ 65,000
320	Dues & Memberships	\$ 2,252	\$ 1,000	\$ 3,500
348	Postal Charges	\$ 1,469	\$ 2,500	\$ 3,000
349	Printing	\$ 1,730	\$ 250	\$ 1,500
355	Travel	\$ -	\$ 250	\$ 500
399	Other Contracted Services	\$ 4,225	\$ 8,500	\$ 10,000
435	Office Supplies	\$ 2,461	\$ 4,500	\$ 4,500
524	In-service / Staff Development	\$ 1,264	\$ 6,500	\$ 7,500
599	Other Charges	\$ 7,586	\$ 10,000	\$ 12,000
72320	TOTAL OFFICE OF THE SUPERINTENDENT	<u>\$ 336,130</u>	<u>\$ 362,456</u>	<u>\$ 388,079</u>
	TOTAL GENERAL ADMINISTRATION	<u>\$ 803,378</u>	<u>\$ 861,641</u>	<u>\$ 925,939</u>
	<u>SCHOOL ADMINISTRATION</u>			
72410	OFFICE OF THE PRINCIPAL			
104	Principals	\$ 411,773	\$ 465,000	\$ 495,685
117	Career Ladder Program	\$ 3,000	\$ 3,000	\$ 3,000
139	Assistant Principals	\$ 351,609	\$ 380,000	\$ 404,935
161	Secretary(s)	\$ 167,279	\$ 170,000	\$ 177,290
162	Clerical Personnel	\$ 60,333	\$ 64,000	\$ 71,100
189	Other Salaries & Wages	\$ 124,815	\$ 138,510	\$ 161,655
201	Social Security	\$ 66,234	\$ 73,000	\$ 79,186
204	State Retirement	\$ 113,167	\$ 121,419	\$ 121,792
206	Life Insurance	\$ 1,544	\$ 1,575	\$ 1,575
207	Medical Insurance	\$ 182,534	\$ 190,000	\$ 202,900
208	Dental Insurance	\$ 6,799	\$ 7,130	\$ 7,415
212	Employer Medicare	\$ 15,490	\$ 17,000	\$ 18,044
215	On-Behalf Payments for OPEB	\$ 10,145	\$ 10,400	\$ 10,400
217	TCRS-SRT	\$ 104	\$ -	\$ -
355	Travel	\$ 1,239	\$ 2,000	\$ 2,000
435	Office Supplies	\$ 17,225	\$ 17,225	\$ 17,225
524	In-service / Staff Development	\$ 767	\$ 1,000	\$ 3,750
72410	TOTAL OFFICE OF THE PRINCIPAL	<u>\$ 1,534,057</u>	<u>\$ 1,661,259</u>	<u>\$ 1,777,952</u>

**ELIZABETHTON CITY SCHOOLS  
GENERAL PURPOSE BUDGET  
2022-2023**

		<u>ACTUAL</u> <u>2020-2021</u>	<u>PROJECTED</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>
<u>BUSINESS ADMINISTRATION</u>				
72510	FISCAL SERVICES			
105	Supervisor / Director	\$ 87,175	\$ 90,385	\$ 95,760
119	Accountants	\$ 67,484	\$ 92,270	\$ 96,720
161	Secretary - Insurance Administrator	\$ 45,803	\$ 46,135	\$ 48,360
162	Clerical Personnel	\$ 11,691	\$ 19,440	\$ 20,800
201	Social Security	\$ 12,348	\$ 15,500	\$ 16,000
204	State Retirement	\$ 19,795	\$ 23,515	\$ 32,315
206	Life Insurance	\$ 196	\$ 250	\$ 250
207	Medical Insurance	\$ 25,282	\$ 34,000	\$ 36,000
208	Dental Insurance	\$ 1,006	\$ 1,400	\$ 1,400
212	Employer Medicare	\$ 2,863	\$ 3,500	\$ 3,700
317	Data Processing Services	\$ 30,089	\$ 29,115	\$ 30,000
320	Dues & Memberships	\$ -	\$ -	\$ 100
355	Travel	\$ -	\$ -	\$ 250
435	Office Supplies	\$ 4,558	\$ 7,500	\$ 5,000
524	In-service / Staff Development	\$ 700	\$ 1,500	\$ 5,000
72510	TOTAL FISCAL SERVICES	<u>\$ 308,991</u>	<u>\$ 364,510</u>	<u>\$ 391,655</u>
<u>OPERATION AND MAINTENANCE OF PLANT</u>				
72610	OPERATION OF PLANT			
166	Custodial Personnel	\$ 427,020	\$ 462,000	\$ 538,300
201	Social Security	\$ 25,812	\$ 27,000	\$ 33,000
204	State Retirement	\$ 38,741	\$ 43,000	\$ 64,926
206	Life Insurance	\$ 815	\$ 895	\$ 895
207	Medical Insurance	\$ 135,028	\$ 145,300	\$ 148,600
208	Dental Insurance	\$ 5,585	\$ 6,000	\$ 6,015
212	Employer Medicare	\$ 6,037	\$ 6,800	\$ 7,800
399	Other Contracted Services	\$ 57,264	\$ 60,000	\$ 60,000
410	Custodial Supplies	\$ 56,107	\$ 64,000	\$ 64,000
415	Electricity	\$ 460,792	\$ 480,000	\$ 495,000
434	Natural Gas	\$ 70,718	\$ 87,000	\$ 90,000
454	Water & Sewer	\$ 48,704	\$ 88,000	\$ 93,000
501	Boiler Insurance	\$ 2,584	\$ 3,000	\$ 3,500
502	Building & Contents Insurance	\$ 130,669	\$ 134,000	\$ 134,000
599	Other Charges	\$ 513	\$ 8,000	\$ 8,000
720	Plant Operation Equipment	\$ 9,250	\$ -	\$ -
72610	TOTAL OPERATION OF PLANT	<u>\$ 1,475,638</u>	<u>\$ 1,614,995</u>	<u>\$ 1,747,036</u>

**ELIZABETHTON CITY SCHOOLS  
GENERAL PURPOSE BUDGET  
2022-2023**

		<u>ACTUAL</u> <u>2020-2021</u>	<u>PROJECTED</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>
72620	MAINTENANCE OF PLANT			
105	Supervisor / Director	\$ 41,757	\$ 43,000	\$ 44,855
167	Maintenance Personnel	\$ 243,323	\$ 249,560	\$ 266,760
201	Social Security	\$ 17,457	\$ 17,775	\$ 19,000
204	State Retirement	\$ 27,171	\$ 27,730	\$ 38,485
206	Life Insurance	\$ 315	\$ 315	\$ 315
207	Medical Insurance	\$ 39,611	\$ 47,930	\$ 58,980
208	Dental Insurance	\$ 1,922	\$ 2,325	\$ 2,290
212	Employer Medicare	\$ 4,083	\$ 4,100	\$ 4,500
329	Laundry Services	\$ 2,404	\$ 2,500	\$ 3,000
335	Maintenance & Repair - Buildings	\$ 597,573	\$ 600,000	\$ 412,000
336	Maintenance & Repair - Equipment	\$ -	\$ 1,000	\$ 1,000
338	Maintenance & Repair - Vehicles	\$ 7,036	\$ 5,000	\$ 5,000
399	Other Contracted Services	\$ 70,000	\$ 80,000	\$ 93,000
524	In-Service / Staff Development	\$ -	\$ -	\$ -
72620	TOTAL MAINTENANCE OF PLANT	\$ <u>1,052,650</u>	\$ <u>1,081,235</u>	\$ <u>949,185</u>
	TOTAL OPERATION AND MAINTENANCE OF PLANT	\$ <u>2,528,289</u>	\$ <u>2,696,230</u>	\$ <u>2,696,221</u>
<u>OTHER SUPPORT</u>				
72710	TRANSPORTATION			
105	Supervisor / Director	\$ 10,375	\$ 4,800	\$ 4,800
142	Mechanic	\$ 23,000	\$ 23,000	\$ 25,800
146	Bus Drivers	\$ 133,867	\$ 151,300	\$ 163,900
189	Other Salaries & Wages	\$ 52,262	\$ 20,000	\$ 20,000
201	Social Security	\$ 11,974	\$ 11,960	\$ 12,860
204	State Retirement	\$ 19,802	\$ 18,875	\$ 23,490
206	Life Insurance	\$ 360	\$ 495	\$ 495
207	Medical Insurance	\$ 69,755	\$ 94,020	\$ 94,320
208	Dental Insurance	\$ 2,729	\$ 3,790	\$ 3,790
212	Employer Medicare	\$ 2,896	\$ 2,790	\$ 2,990
217	TCRS-SRT	\$ 11	\$ 25	\$ -
338	Maintenance & Repair - Vehicles	\$ 9,261	\$ 40,000	\$ 20,000
340	Medical (Physicals / Drug & Alcohol Testing)	\$ 2,895	\$ 3,000	\$ 3,000
412	Diesel Fuel	\$ 20,906	\$ 50,000	\$ 60,000
425	Gasoline	\$ 8,030	\$ 15,000	\$ 25,000
450	Tires & Tubes	\$ 2,768	\$ 7,500	\$ 10,000
453	Vehicle Parts	\$ 16,523	\$ 20,000	\$ 20,000
511	Vehicle & Equipment Insurance	\$ 32,668	\$ 34,500	\$ 42,000
524	In-service / Staff Development	\$ 1,073	\$ 1,500	\$ 2,000
599	Other Charges	\$ 3,064	\$ 6,000	\$ 5,000
729	Transportation Equipment	\$ -	\$ 113,807	\$ 100,000
72710	TOTAL TRANSPORTATION	\$ <u>424,218</u>	\$ <u>622,362</u>	\$ <u>639,445</u>
	TOTAL SUPPORT SERVICES	\$ <u>8,765,275</u>	\$ <u>9,986,423</u>	\$ <u>10,439,329</u>
<u>NON-INSTRUCTIONAL SERVICES</u>				
73100	FOOD SERVICE			
162	Other Salaries & Wages	\$ 20,150	\$ 19,438	\$ 20,800
201	Social Security	\$ 1,246	\$ 1,205	\$ 1,290
204	State Retirement	\$ 1,698	\$ 1,850	\$ 2,570
206	Life Insurance	\$ -	\$ 23	\$ 25
207	Medical Insurance	\$ -	\$ 4,360	\$ 5,000
208	Dental Insurance	\$ -	\$ 158	\$ 160
212	Employer Medicare	\$ 291	\$ 280	\$ 300
399	Other Contracted Services	\$ 5,966	\$ -	\$ -
710	Food Service Equipment	\$ 9,763	\$ 2,500	\$ -
73100	TOTAL FOOD SERVICE	\$ <u>39,114</u>	\$ <u>29,814</u>	\$ <u>30,145</u>

**ELIZABETHTON CITY SCHOOLS  
GENERAL PURPOSE BUDGET  
2022-2023**

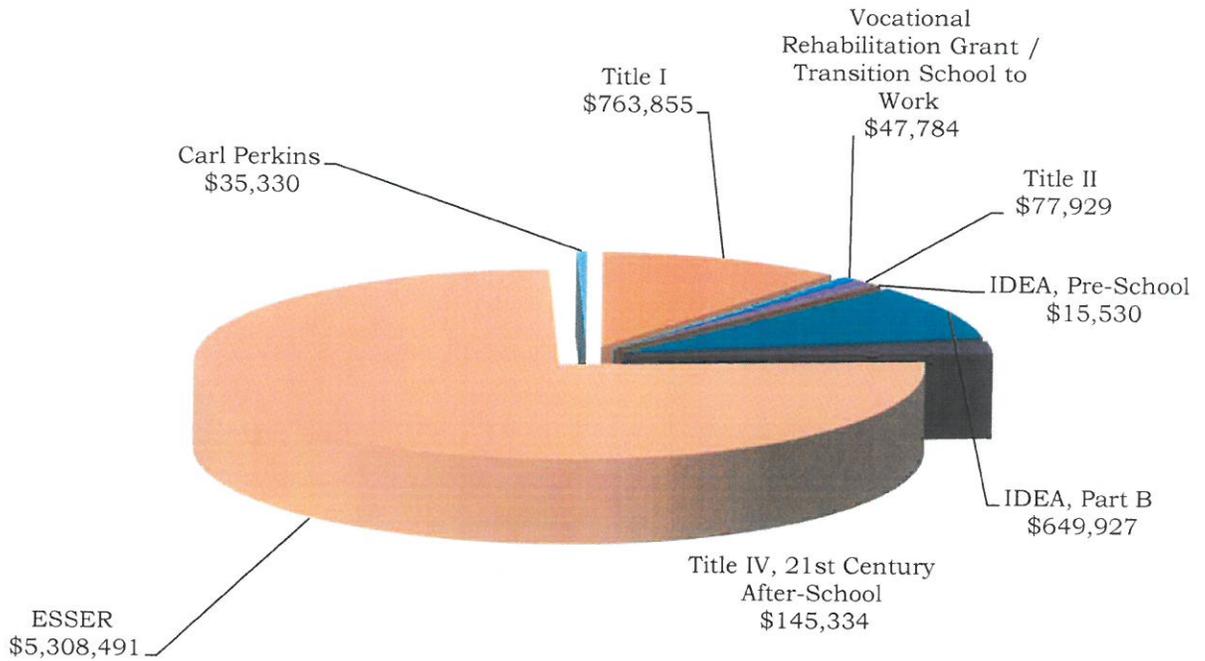
	<u>ACTUAL</u> <u>2020-2021</u>	<u>PROJECTED</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>
73300	COMMUNITY SERVICES		
105	\$ 2,500	\$ 3,950	\$ 4,000
116	\$ 2,831	\$ 75,000	\$ 85,000
189	\$ 14,404	\$ 61,350	\$ 56,000
201	\$ 1,088	\$ 8,090	\$ 8,977
204	\$ 496	\$ 5,355	\$ 4,505
206	\$ -	\$ 5	\$ 5
207	\$ 27	\$ 300	\$ 500
208	\$ -	\$ 15	\$ 15
212	\$ 132	\$ 1,930	\$ 2,050
355	\$ 75	\$ 2,500	\$ 2,500
422	\$ 3,771	\$ 12,000	\$ 15,000
499	\$ 25,553	\$ 30,900	\$ 34,500
524	\$ 427	\$ 3,500	\$ 3,500
599	\$ 343	\$ 7,500	\$ 5,000
73300	<u>\$ 51,646</u>	<u>\$ 212,395</u>	<u>\$ 221,552</u>
73400	EARLY CHILDHOOD EDUCATION		
105	\$ 66,614	\$ 68,405	\$ 25,260
116	\$ 96,139	\$ 99,320	\$ 158,975
161	\$ 19,847	\$ 19,410	\$ 21,970
163	\$ 93,851	\$ 72,000	\$ 83,475
189	\$ 18,750	\$ 17,810	\$ 17,895
201	\$ 17,921	\$ 16,780	\$ 18,000
204	\$ 20,972	\$ 24,500	\$ 29,200
206	\$ 356	\$ 470	\$ 465
207	\$ 39,276	\$ 52,050	\$ 49,000
208	\$ 1,437	\$ 2,365	\$ 2,250
212	\$ 4,193	\$ 3,920	\$ 4,400
217	\$ 636	\$ 925	\$ 1,000
355	\$ 125	\$ 100	\$ 500
499	\$ 8,201	\$ 22,839	\$ 2,500
790	\$ 16,717	\$ 5,000	\$ 500
73400	<u>\$ 405,034</u>	<u>\$ 405,894</u>	<u>\$ 415,390</u>
	<u>\$ 495,794</u>	<u>\$ 648,103</u>	<u>\$ 667,087</u>
	<u>OTHER USES</u>		
76100	CAPITAL OUTLAY		
304	\$ 127,363	\$ 10,000	\$ -
706	\$ -	\$ -	\$ -
707	\$ 1,511,684	\$ 200,000	\$ 92,000
715	\$ -	\$ -	\$ -
76100	<u>\$ 1,639,048</u>	<u>\$ 210,000</u>	<u>\$ 92,000</u>
99100	OPERATING TRANSFERS		
504	\$ -	\$ 1,000	\$ 1,000
99100	<u>\$ -</u>	<u>\$ 1,000</u>	<u>\$ 1,000</u>
	<b><u>\$ 25,780,056</u></b>	<b><u>\$ 26,041,297</u></b>	<b><u>\$ 27,094,468</u></b>



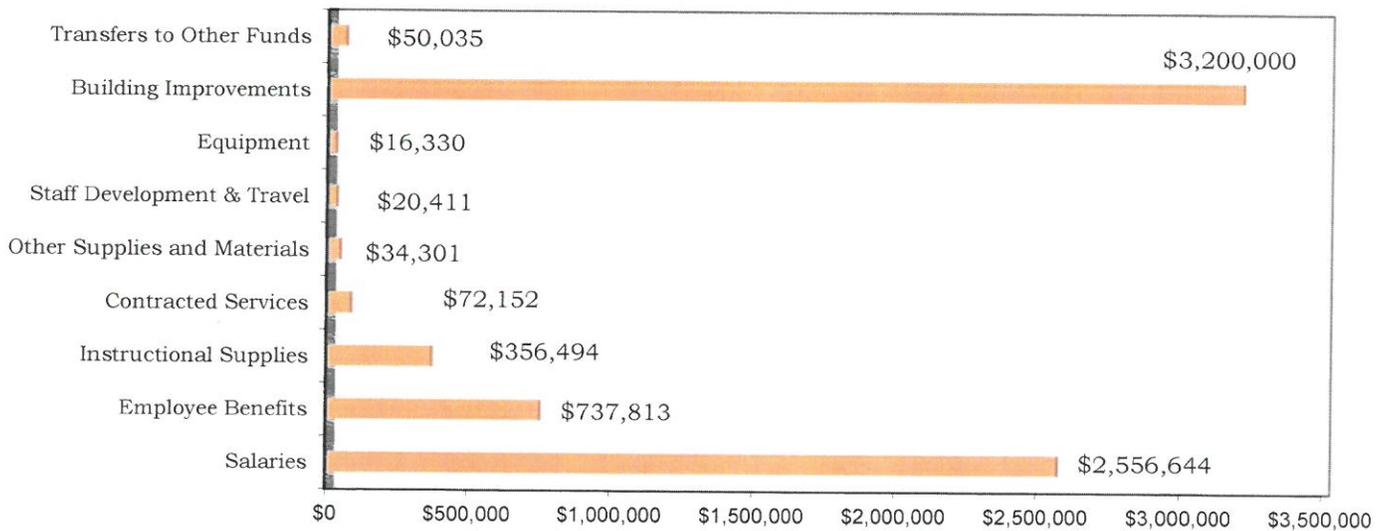
**FEDERAL  
PROJECTS  
FUND**

# FEDERAL PROJECTS FUND 2022-2023

## ESTIMATED REVENUES - \$7,044,180



## ESTIMATED EXPENDITURES - \$7,044,180



**ELIZABETHTON CITY SCHOOLS  
FEDERAL PROJECTS BUDGET  
2022-2023**

		<u>ACTUAL</u> <u>2020-2021</u>	<u>PROJECTED</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>
ESTIMATED REVENUES				
47100	Federal Funds Received thru State	\$ 3,000,437	\$ 5,848,818	\$ 7,044,180
	<b>TOTAL REVENUES</b>	<b>\$ 3,000,437</b>	<b>\$ 5,848,818</b>	<b>\$ 7,044,180</b>
ESTIMATED RESERVES				
34655	Committed for Education	\$ 25,000	\$ 25,000	\$ 25,000
	<b>TOTAL RESERVES</b>	<b>\$ 25,000</b>	<b>\$ 25,000</b>	<b>\$ 25,000</b>
ESTIMATED EXPENDITURES				
	INSTRUCTION			
71100	Regular Instruction Program	\$ 1,253,393	\$ 2,689,959	\$ 2,226,253
71200	Special Education Program	\$ 559,225	\$ 709,722	\$ 665,457
71300	Vocational Education Program	\$ 38,169	\$ 30,657	\$ 20,830
	<b>TOTAL INSTRUCTION</b>	<b>\$ 1,850,787</b>	<b>\$ 3,430,338</b>	<b>\$ 2,912,540</b>
	SUPPORT SERVICES			
72100	Students	\$ 80,973	\$ 224,279	\$ 224,161
72200	Instructional Staff	\$ 330,999	\$ 457,632	\$ 372,406
72250	Technology Services	\$ 124,745	\$ 68,985	\$ 142,204
	<b>TOTAL SUPPORT SERVICES</b>	<b>\$ 536,717</b>	<b>\$ 750,896</b>	<b>\$ 738,771</b>
	COMMUNITY SERVICES			
73300	Community Services - After School	\$ 141,834	\$ 142,584	\$ 142,834
	<b>TOTAL COMMUNITY SERVICES</b>	<b>\$ 141,834</b>	<b>\$ 142,584</b>	<b>\$ 142,834</b>
	CAPITAL OUTLAY			
76100	Capital Outlay	\$ 446,559	\$ 1,500,000	\$ 3,200,000
	<b>TOTAL CAPITAL OUTLAY</b>	<b>\$ 446,559</b>	<b>\$ 1,500,000</b>	<b>\$ 3,200,000</b>
	OPERATING TRANSFERS			
99100	Operating Transfers	\$ 24,540	\$ 25,000	\$ 50,035
	<b>TOTAL OPERATING TRANSFERS</b>	<b>\$ 24,540</b>	<b>\$ 25,000</b>	<b>\$ 50,035</b>
	<b>TOTAL ESTIMATED EXPENDITURES</b>	<b>\$ 3,000,437</b>	<b>\$ 5,848,818</b>	<b>\$ 7,044,180</b>

Please note that all Federal Programs are estimated based on preliminary estimates. The Federal Projects Budget will be amended for ESSER funds, actual allocations and beginning of year carryover amounts when determined.

**ELIZABETHTON CITY SCHOOLS  
FEDERAL PROJECTS BUDGET  
2022-2023**

		<u>ACTUAL</u> <u>2020-2021</u>	<u>PROJECTED</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>
<b>ESTIMATED REVENUES</b>				
FEDERAL THROUGH STATE				
47131	Vocational Education - Basic Grants to States	\$ 42,977	\$ 43,355	\$ 35,330
47141	Title I Grants to Local Education Agencies	\$ 799,412	\$ 826,638	\$ 710,064
47143	Special Education - Grants to States	\$ 606,927	\$ 671,880	\$ 649,927
47145	Special Education Preschool Grants	\$ 17,579	\$ 17,030	\$ 15,530
47147	Title IV, Part B, 21st Century After School Grant	\$ 145,334	\$ 145,334	\$ 145,334
47189	Eisenhower Professional Development State Grants	\$ 117,956	\$ 140,302	\$ 77,929
47301	ESSER 1.0	\$ 445,035	\$ 186,094	\$ -
47303	LEA Reopening & Programmatic Supports	\$ 60,000	\$ -	\$ -
47304	Remote Technology Grant	\$ 160,672	\$ -	\$ -
47305	Internet Connectivity Grant	\$ 31,468	\$ -	\$ -
47307	ESSER 2.0	\$ 37,162	\$ 1,497,544	\$ 1,969,099
47401	ESSER 3.0	\$ -	\$ 1,980,213	\$ 3,339,392
47402	ARP, IDEA	\$ -	\$ 121,634	\$ -
47403	ARP, Preschool	\$ -	\$ 9,443	\$ -
47404	ARP, Homeless	\$ -	\$ 14,472	\$ -
47309	Early Literacy Grants	\$ -	\$ 119,773	\$ -
47590	Other Federal Through State	\$ 100,812	\$ 75,106	\$ 101,575
47990	Direct Federal Revenue	\$ 435,103	\$ -	\$ -
TOTAL FEDERAL THROUGH STATE		\$ 3,000,437	\$ 5,848,818	\$ 7,044,180
<b>TOTAL REVENUES</b>		<b>\$ 3,000,437</b>	<b>\$ 5,848,818</b>	<b>\$ 7,044,180</b>
<b>ESTIMATED EXPENDITURES</b>				
71100	REGULAR EDUCATION PROGRAM			
116	Teachers	\$ 96,160	\$ 587,100	\$ 576,679
163	Educational Assistants	\$ 78,075	\$ 280,000	\$ 334,726
189	Other Salaries & Wages	\$ 253,054	\$ 408,375	\$ 522,453
201	Social Security	\$ 25,325	\$ 110,054	\$ 88,818
204	State Retirement	\$ 39,097	\$ 175,214	\$ 133,581
206	Life Insurance	\$ 840	\$ 3,066	\$ 2,250
207	Medical Insurance	\$ 77,650	\$ 332,628	\$ 226,999
208	Dental Insurance	\$ 3,015	\$ 13,432	\$ 9,765
212	Employer Medicare	\$ 5,925	\$ 25,790	\$ 20,791
429	Instructional Supplies & Materials	\$ 66,024	\$ 132,000	\$ 22,071
471	Software	\$ 134,885	\$ 53,300	\$ 263,734
499	Other Supplies & Materials	\$ -	\$ 15,000	\$ 18,886
722	Regular Instruction Equipment	\$ 473,343	\$ 554,000	\$ 5,500
71100	TOTAL REGULAR EDUCATION PROGRAM	\$ 1,253,393	\$ 2,689,959	\$ 2,226,253
71200	SPECIAL EDUCATION PROGRAM			
116	Teachers	\$ 45,907	\$ 50,771	\$ 56,650
163	Educational Assistants	\$ 422,971	\$ 526,241	\$ 506,093
189	Other Salaries & Wages	\$ 3,000	\$ 3,000	\$ -
195	Certified Substitute Teachers	\$ -	\$ -	\$ -
201	Social Security	\$ 29,013	\$ 36,000	\$ 34,107
204	State Retirement	\$ 13,936	\$ 24,000	\$ 23,464
206	Life Insurance	\$ 223	\$ 460	\$ 225
207	Medical Insurance	\$ 30,916	\$ 50,000	\$ 35,500
208	Dental Insurance	\$ 1,227	\$ 2,000	\$ 1,260
212	Employer Medicare	\$ 6,834	\$ 8,000	\$ 8,158
312	Contracts with Private Agencies	\$ -	\$ -	\$ -
429	Instructional Supplies & Materials	\$ 5,198	\$ 2,500	\$ -
725	Special Education Equipment	\$ -	\$ 6,750	\$ -
71200	TOTAL SPECIAL EDUCATION PROGRAM	\$ 559,225	\$ 709,722	\$ 665,457

**ELIZABETHTON CITY SCHOOLS  
FEDERAL PROJECTS BUDGET  
2022-2023**

		<u>ACTUAL 2020-2021</u>	<u>PROJECTED 2021-2022</u>	<u>ESTIMATED 2022-2023</u>
71300	VOCATIONAL EDUCATION PROGRAM			
429	Instructional Supplies	\$ 6,399	\$ 2,800	\$ 3,000
499	Other Supplies & Materials	\$ 8,820	\$ 6,330	\$ 7,000
730	Vocational Instruction Equipment	<u>\$ 22,950</u>	<u>\$ 21,527</u>	<u>\$ 10,830</u>
71300	TOTAL VOCATIONAL EDUCATION PROGRAM	<u>\$ 38,169</u>	<u>\$ 30,657</u>	<u>\$ 20,830</u>
71000	TOTAL INSTRUCTIONAL EXPENDITURES	<u>\$ 1,850,787</u>	<u>\$ 3,430,338</u>	<u>\$ 2,912,540</u>
72120	HEALTH SERVICES			
312	Contracts with Private Agencies	\$ -	\$ 60,000	\$ 50,000
72120	TOTAL HEALTH SERVICES	<u>\$ -</u>	<u>\$ 60,000</u>	<u>\$ 50,000</u>
72130	OTHER STUDENT SUPPORT			
130	Social Worker	\$ -	\$ 53,198	\$ 50,120
189	Other Salaries & Wages	\$ 45,786	\$ 44,960	\$ 46,000
201	Social Security	\$ 2,683	\$ 6,085	\$ 5,936
204	State Retirement	\$ 4,470	\$ 9,847	\$ 11,382
206	Life Insurance	\$ 45	\$ 135	\$ 135
207	Medical Insurance	\$ 7,442	\$ 15,054	\$ 15,500
208	Dental Insurance	\$ 300	\$ 530	\$ 630
212	Employer Medicare	\$ 609	\$ 1,420	\$ 1,391
355	Travel	\$ 59	\$ 1,000	\$ 5,000
399	Other Contracted Services	\$ 14,000	\$ 16,000	\$ 22,152
499	Other Supplies & Materials	\$ 3,686	\$ 9,450	\$ 7,915
524	Inservice / Staff Development	<u>\$ 1,893</u>	<u>\$ 6,600</u>	<u>\$ 8,000</u>
72130	TOTAL OTHER STUDENT SUPPORT	<u>\$ 80,973</u>	<u>\$ 164,279</u>	<u>\$ 174,161</u>
72210	REGULAR INSTRUCTION SUPPORT			
105	Supervisor / Director	\$ 63,299	\$ 62,603	\$ 49,767
161	Secretary	\$ 29,122	\$ 23,067	\$ 20,800
189	Other Salaries & Wages	\$ 99,347	\$ 224,443	\$ 213,681
196	In-Service Training	\$ 14,000	\$ 3,000	\$ 3,000
201	Social Security	\$ 12,431	\$ 19,412	\$ 20,868
204	State Retirement	\$ 20,786	\$ 28,894	\$ 25,835
206	Life Insurance	\$ 171	\$ 352	\$ 249
207	Medical Insurance	\$ 17,069	\$ 32,625	\$ 25,170
208	Dental Insurance	\$ 678	\$ 1,311	\$ 946
212	Employer Medicare	\$ 2,887	\$ 4,539	\$ 4,179
499	Other Supplies & Materials	\$ 3,619	\$ 5,000	\$ 500
524	Inservice / Staff Development	<u>\$ 2,210</u>	<u>\$ 10,000</u>	<u>\$ 5,911</u>
72210	TOTAL REGULAR INSTRUCTION SUPPORT	<u>\$ 265,619</u>	<u>\$ 415,246</u>	<u>\$ 370,906</u>
72220	SPECIAL EDUCATION PROGRAM SUPPORT			
189	Other Salaries & Wages	\$ 50,387	\$ 32,250	\$ -
201	Social Security	\$ 3,102	\$ 1,999	\$ -
204	State Retirement	\$ 3,225	\$ 2,267	\$ -
206	Life Insurance	\$ 90	\$ 50	\$ -
207	Medical Insurance	\$ 7,444	\$ 4,180	\$ -
208	Dental Insurance	\$ 307	\$ 175	\$ -
212	Employer Medicare	\$ 725	\$ 465	\$ -
355	Travel	\$ -	\$ -	\$ -
499	Other Supplies & Materials	\$ -	\$ -	\$ -
524	Inservice / Staff Development	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
72220	TOTAL SPECIAL EDUCATION SUPPORT	<u>\$ 65,280</u>	<u>\$ 41,386</u>	<u>\$ -</u>

**ELIZABETHTON CITY SCHOOLS  
FEDERAL PROJECTS BUDGET  
2022-2023**

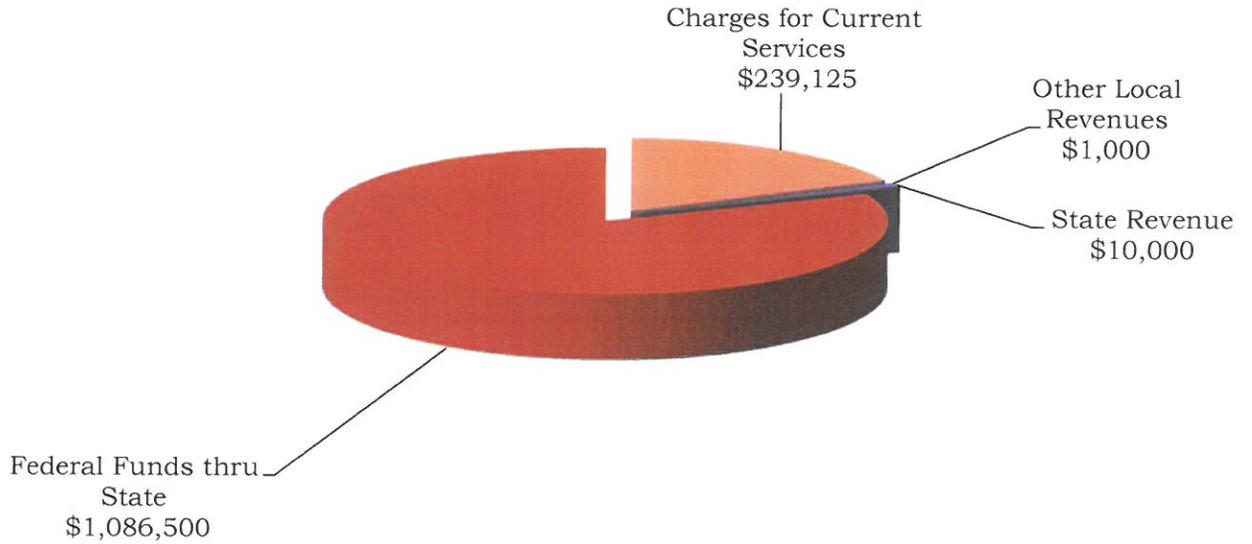
		<b>ACTUAL 2020-2021</b>	<b>PROJECTED 2021-2022</b>	<b>ESTIMATED 2022-2023</b>
72230	VOCATIONAL EDUCATION SUPPORT			
524	Inservice / Staff Development	\$ 100	\$ 1,000	\$ 1,500
72230	TOTAL VOCATIONAL EDUCATION SUPPORT	<u>\$ 100</u>	<u>\$ 1,000</u>	<u>\$ 1,500</u>
72250	TECHNOLOGY			
138	Instructional Computer Personnel	\$ 40,599	\$ 52,000	\$ 56,800
201	Social Security	\$ 2,448	\$ 3,295	\$ 3,520
204	State Retirement	\$ 3,665	\$ 4,680	\$ 5,110
206	Life Insurance	\$ 86	\$ 45	\$ 45
207	Medical Insurance	\$ 6,513	\$ 7,900	\$ 7,900
208	Dental Insurance	\$ 268	\$ 315	\$ 315
212	Employer Medicare	\$ 573	\$ 750	\$ 825
350	Internet Connectivity	\$ 70,593	\$ -	\$ -
471	Software	\$ -	\$ -	\$ 67,689
72250	TOTAL TECHNOLOGY	<u>\$ 124,745</u>	<u>\$ 68,985</u>	<u>\$ 142,204</u>
	TOTAL EXPENDITURES FOR SUPPORT SERVICES	<u>\$ 536,717</u>	<u>\$ 750,896</u>	<u>\$ 738,771</u>
73300	COMMUNITY SERVICES			
105	Supervisor / Director	\$ 29,770	\$ 34,550	\$ 34,550
116	Teachers	\$ 65,857	\$ 60,325	\$ 61,325
189	Other Salaries & Wages	\$ 25,451	\$ 24,000	\$ 24,000
201	Social Security	\$ 7,570	\$ 7,370	\$ 7,430
204	State Retirement	\$ 5,912	\$ 7,307	\$ 5,590
206	Life Insurance	\$ 31	\$ 45	\$ 85
207	Medical Insurance	\$ 5,131	\$ 6,960	\$ 7,822
208	Dental Insurance	\$ 211	\$ 302	\$ 294
212	Employer Medicare	\$ 1,901	\$ 1,725	\$ 1,738
73300	TOTAL COMMUNITY SERVICES	<u>\$ 141,834</u>	<u>\$ 142,584</u>	<u>\$ 142,834</u>
76100	CAPITAL OUTLAY			
707	Building Improvements	\$ 446,559	\$ 1,500,000	\$ 3,200,000
72230	TOTAL VOCATIONAL EDUCATION SUPPORT	<u>\$ 446,559</u>	<u>\$ 1,500,000</u>	<u>\$ 3,200,000</u>
99100	OPERATING TRANSFERS			
504	Indirect Cost	\$ 24,540	\$ 25,000	\$ 50,035
99100	TOTAL OPERATING TRANSFERS	<u>\$ 24,540</u>	<u>\$ 25,000</u>	<u>\$ 50,035</u>
	<b>GRAND TOTAL EXPENDITURES</b>	<u><b>\$ 3,000,437</b></u>	<u><b>\$ 5,848,818</b></u>	<u><b>\$ 7,044,180</b></u>



SCHOOL  
NUTRITION  
FUND

# SCHOOL NUTRITION FUND 2022-2023

## ESTIMATED REVENUES - \$1,336,625



## ESTIMATED EXPENDITURES - \$1,336,625



**ELIZABETHTON CITY SCHOOLS  
SCHOOL NUTRITION PROGRAM BUDGET  
2022-2023**

		<b>ACTUAL <u>2020-2021</u></b>	<b>PROJECTED <u>2021-2022</u></b>	<b>ESTIMATED <u>2022-2023</u></b>
ESTIMATED REVENUES				
43000	Charges for Current Services	\$ 33,003	\$ 37,500	\$ 239,125
44000	Other Local Revenues	\$ 277	\$ 500	\$ 1,000
46500	State Education Funds	\$ 9,819	\$ 10,017	\$ 10,000
47100	Federal Funds Received thru State	<u>\$ 1,008,366</u>	<u>\$ 1,693,000</u>	<u>\$ 1,086,500</u>
<b>TOTAL ESTIMATED REVENUES</b>		<b><u>\$ 1,051,465</u></b>	<b><u>\$ 1,741,017</u></b>	<b><u>\$ 1,336,625</u></b>
ESTIMATED EXPENDITURES				
73100	Food Service	\$ 1,041,270	\$ 1,591,135	\$ 1,336,625
<b>TOTAL ESTIMATED EXPENDITURES</b>		<b><u>\$ 1,041,270</u></b>	<b><u>\$ 1,591,135</u></b>	<b><u>\$ 1,336,625</u></b>
ESTIMATED RESERVES				
39000	<b>BEGINNING RESERVES</b>	<b><u>\$ 370,147</u></b>	<b><u>\$ 380,342</u></b>	<b><u>\$ 530,224</u></b>
<b>REVENUE OVER/(UNDER) EXPENDITURES</b>		<b><u>\$ 10,195</u></b>	<b><u>\$ 149,882</u></b>	<b><u>\$ -</u></b>
<b>ENDING RESERVES</b>		<b><u>\$ 380,342</u></b>	<b><u>\$ 530,224</u></b>	<b><u>\$ 530,224</u></b>

**ELIZABETHTON CITY SCHOOLS  
SCHOOL NUTRITION PROGRAM BUDGET  
2022-2023**

		<u>ACTUAL</u> <u>2020-2021</u>	<u>PROJECTED</u> <u>2021-2022</u>	<u>ESTIMATED</u> <u>2022-2023</u>
<b>ESTIMATED REVENUES</b>				
CHARGES FOR CURRENT SERVICES				
43521	Lunch Payments - Children	\$ -	\$ -	\$ 162,500
43522	Lunch Payments - Adults	\$ 15,055	\$ 13,000	\$ 21,900
43523	Income From Breakfast	\$ -	\$ -	\$ 475
43525	A La Carte Sales	\$ 15,555	\$ 22,000	\$ 41,250
43990	Other Charges - Catering, Etc.	\$ 2,393	\$ 2,500	\$ 13,000
	TOTAL CHARGES FOR CURRENT SERVICES	<u>\$ 33,003</u>	<u>\$ 37,500</u>	<u>\$ 239,125</u>
OTHER LOCAL REVENUE				
44110	Interest Earned	\$ 277	\$ 500	\$ 1,000
44990	Other Local Revenue - Grants	\$ -	\$ -	\$ -
	TOTAL OTHER LOCAL REVENUE	<u>\$ 277</u>	<u>\$ 500</u>	<u>\$ 1,000</u>
STATE OF TENNESSEE				
46520	State Matching - Food Service	\$ 9,819	\$ 10,017	\$ 10,000
46990	Other State Revenue	\$ -	\$ -	\$ -
	TOTAL STATE EDUCATION FUNDS	<u>\$ 9,819</u>	<u>\$ 10,017</u>	<u>\$ 10,000</u>
FEDERAL THROUGH STATE				
47111	USDA School Lunch Program	\$ 573,518	\$ 999,000	\$ 635,000
47112	USDA Commodities	\$ 87,811	\$ 90,000	\$ 93,500
47113	USDA Breakfast Program	\$ 332,065	\$ 475,000	\$ 340,000
47114	USDA - Other Revenue	\$ 6,030	\$ 129,000	\$ 18,000
47,115	USDA -Equipment	\$ 8,942	\$ -	\$ -
	TOTAL FEDERAL THROUGH STATE	<u>\$ 1,008,366</u>	<u>\$ 1,693,000</u>	<u>\$ 1,086,500</u>
	<b>TOTAL REVENUES AND OTHER SOURCES</b>	<u>\$ 1,051,465</u>	<u>\$ 1,741,017</u>	<u>\$ 1,336,625</u>
<b>ESTIMATED EXPENDITURES</b>				
73100	FOOD SERVICE			
105	Supervisor	\$ 45,490	\$ 46,845	\$ 48,360
162	Clerical Personnel	\$ 18,876	\$ -	\$ -
165	Cafeteria Personnel	\$ 278,608	\$ 350,000	\$ 396,500
201	Social Security	\$ 19,775	\$ 25,000	\$ 27,590
204	State Retirement	\$ 29,359	\$ 32,000	\$ 36,985
206	Life Insurance	\$ 761	\$ 765	\$ 720
207	Medical Insurance	\$ 142,576	\$ 145,000	\$ 138,840
208	Dental Insurance	\$ 5,664	\$ 5,600	\$ 5,355
212	Employer Medicare	\$ 4,624	\$ 5,475	\$ 6,450
336	Maintenance & Repair Services - Equipment	\$ 14,591	\$ 10,000	\$ 6,000
354	Transportation - Other Than Students	\$ 1,990	\$ 2,000	\$ 2,500
355	Travel	\$ 3	\$ 200	\$ 200
422	Food Supplies	\$ 340,014	\$ 550,000	\$ 531,050
435	Office Supplies	\$ 639	\$ 750	\$ 1,000
469	USDA Commodities	\$ 87,811	\$ 90,000	\$ 93,500
499	Other Supplies & Materials	\$ 34,108	\$ 58,000	\$ 30,250
524	In-Service / Staff Development	\$ 286	\$ 1,500	\$ 1,075
599	Other Charges	\$ 7,153	\$ 18,000	\$ 7,750
710	Food Service Equipment	\$ 8,942	\$ 250,000	\$ 2,500
<b>73100</b>	<b>TOTAL EXPENDITURES</b>	<u><b>\$ 1,041,270</b></u>	<u><b>\$ 1,591,135</b></u>	<u><b>\$ 1,336,625</b></u>



# Proposal

(Valid for 30 days from Proposal date)

**PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.  
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED**

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**Prepared For:**  
Elizabethton City Schools

**Date:** May 9, 2022

**Proposal Number:** J3-31211-1  
**Quote Number:** 23-210867-22-004  
**Co-op Contract Number:** USC 15-JLP-023

**Job Name:**  
Elizabethton Harold McCormick Phase 1

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

**Payment Terms:**  
Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

\*Offloading, reloading and storage of all rooftop units by Barnhart Crane from shipping date to June 2023 is included in this quote.\*

### Tag Data - 3-10 Ton R-410A PKGD Unitary Gas/Electric Rooftop (Qty: 13)

Item	Tag(s)	Qty	Description	Model Number
A1	RTU-2, RTU-3, RTU-4, RTU-5, RTU-6, RTU-7, RTU-8, RTU-9, RTU-10, RTU-11, RTU-12	11	3-10 Ton R-410A PKGD Unitary Gas/Electri	YHC047E3RLA--P6E1C1B7B00AA1000100 0000000
A2	RTU-13, RTU-14	2	3-10 Ton R-410A PKGD Unitary Gas/Electri	YHC037E3RLA--P6E1C1B7B00AA1000100 0000000

### Product Data - 3-10 Ton R-410A PKGD Unitary Gas/Electric Rooftop

#### All Units

- DX cooling, gas heat
- High efficiency
- Convertible configuration
- 208-230/60/3
- Microprocessor controls
- Low gas heat
- Low Leak Econ-comp enthalpy 0-100%/BR 3p
- Single Zone VAV
- Hinged panels/2 in pleated filters MERV 13
- Standard condenser coil w/hail guard
- Through the base gas & electrical
- Non-fused disconnect
- Powered convenience outlet

- Air-Fi Wireless communication interface
- Dehumidification-hot gas reheat
- Condensate Drain Pan Overflow Switch
- Demand control ventilation
- Stainless steel drain pan
- Human Interface
- CO2 wall mounted, sensor only (Fld)
- 5 year parts and labor warranty
- Seismic rated vibration spring isolation curb (Fld)
- Delayed startup warranty

**Item: A1 Qty: 11 Tag(s): RTU-2, RTU-3, RTU-4, RTU-5, RTU-6, RTU-7, RTU-8, RTU-9, RTU-10, RTU-11, RTU-12**  
4 Ton 17 SEER

**Item: A2 Qty: 2 Tag(s): RTU-13, RTU-14**  
3 Ton 17 SEER  
Power exhaust (Fld)

**Not Included:** power wiring, gas piping or specialties, spare filters or belts, owner training.

**Tag Data - Packaged Gas/Electric Rooftop Units (Qty: 1)**

Item	Tag(s)	Qty	Description	Model Number
B1	RTU-1	1	12 1/2 -25 Ton Packaged Unitary Gas/Elec	YHD210G3RVD--PAE1C1B7B00AA1000100000000

**Product Data - Packaged Gas/Electric Rooftop Units**

**Item: B1 Qty: 1 Tag(s): RTU-1**

- Gas/Electric
- High efficiency
- Downflow
- 17.5 Ton
- 208-230/60/3
- Reliatel
- Gas Heat - Modulating
- Low Leak Economizer, Comparative Enthalpy w/ Barometric Relief
- Single zone VAV standard w shaft ground
- Hinged panels/2" Pleated Filters MERV 13
- Standard condenser coil with hail guard
- Through the base electric/gas
- Unit mounted non-fused disconnect
- Powered convenience outlet
- Air-Fi wireless communication interface
- Dehumidification-hot gas reheat
- Condensate overflow switch
- Demand ventilation controls
- Stainless steel drain pan
- Human Interface
- CO2 wall mounted, sensor only (Fld)
- Humidity wall mounted sensor (Fld)
- High static drive (Fld)
- Power exhaust (Fld)
- Shaft grounding ring 0.5" (Fld)
- Ventilation module (Fld)
- 5 year parts and labor warranty
- Factory startup
- Seismic rated vibration spring isolation curb (Fld)
- Delayed startup warranty

**Not Included:** power wiring, gas piping or specialties, spare filters or belts, owner training.

**Tag Data - Trane - Mitsubishi Ductless Split (M Series) (Qty: 2)**

Item	Tag(s)	Qty	Description
C1	DS/DSCU-1, DS/DSCU-2	2	Trane - Mitsubishi Ductless Split (M Ser

**Product Data - Trane - Mitsubishi Ductless Split (M Series)****Item: C1 Qty: 2 Tag(s): DS/DSCU-1, DS/DSCU-2**

Standard Ship  
 NTXSMT09A111AA  
 NTXWMT09A111AA  
 1 SS610E Drain Pan Level Sensor  
 1 X87-711 Cond 110V w/ reservoir sensor  
 1 QSMS1201M 12" Single Fan Stand  
 1 HG-B4 M-Series Hail Guard  
 1 PAC-UKPRC001-CN-1 BACnet and Modbus  
 1 PAC-US444CN-1 Thermostat Interface

**Tag Data - Trane - Mitsubishi Ductless Split (P Series) (Qty: 1)**

Item	Tag(s)	Qty	Description
A1	DS-1	1	Trane - Mitsubishi Ductless Split (P Ser

**Product Data - Trane - Mitsubishi Ductless Split (P Series)****Item: A1 Qty: 1 Tag(s): DS-1**

Standard Ship Cycle  
 TRUYA0241HA70NA Cooling only  
 TPKA0A0241KA70A Wall Mounted  
 1 SS610E Drain Pan Level Sensor/Control  
 1 X87-721 Condensate Pump  
 2 WB-PA3 Wind Baffle  
 1 PAC-UKPRC001-CN-1 BACnet and Modbus  
 1 TAR-FL32MA-E

**Not Included:** disconnects, power wiring, external vibration isolation, refrigerant piping or specialties, spare filters or belts, start-up, owner training.

**Control Systems and Equipment****Building Level Control**

- Bring existing Tracer SC up to the latest revision
- Add (1) SC15 Core Application License
- Color graphics
  - Custom Floor Plan Graphics
  - Standard RTU Graphics

**Unit Level Controls****RTU's typical of 14**

- Factory BACnet controller, WCI and end devices
- Wire SD shutdown
- Address controllers per schedule
- Install Airfi zone sensor (Field Provided, Field Installed)
- Install Airfi Humidity option in above sensors (Field Provided, Field Installed)
- Install Airfi CO2 sensor

**Controls System Services**

- Kick-off meeting with owner's representative for project coordination.
- Coordinate with owner representative for security access and project implementation.
- Project management, programming & checkout of provided equipment and controls.
- Trane project closeout provisions shall consist of the following:
  - Backup installed system at completion of project.

- Record drawings including O&M's of provided controls.
- (2) Hours of onsite controls training.
- Work to be performed during normal working hours.

## Exclusions and Clarifications

### Controls and Services Not Included

- Controls for any systems not listed on previous page(s).
- Power wiring
- Laptops, tablets, and/or local displays
- VFDs and/or installation thereof
- Participation in OCIP or CCIP insurance programs.
- Temporary controls.
- Cutting, Patching, Block fill, Fire proofing, Caulking, Demolition, etc
- Installation of valves, dampers, threadolets, wells, pressure tabs, etc.
- Expedited shipping.

### Proposal Clarifications and Notes

- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval.
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors.
- Remote access, alarming features, workstation or device connections will depend on the IT dept. security rules and network setup options
- Wage scale Labor rates are included
- All of the units need to be started up before the controls system is installed. If the customer does phases of construction. The units will run on return air temperature sensors until near the end of the project.

\*Because of 2023 DOE regulations, unitary orders must be placed by May 26<sup>th</sup>, 2022 to hold current pricing. If an order needs to be cancelled, it must be done within 4 weeks of ordering or a restock fee may apply.\*

Total Net Price (Excluding Sales Tax) .....\$ 353,174.00

Tax Status: Taxable <input type="checkbox"/> Exempt <input type="checkbox"/>	IF EXEMPT PLEASE SUBMIT COMPLETED TAX EXEMPTION CERTIFICATE WITH YOUR SIGNED PROPOSAL OR WITH YOUR PURCHASING DOCUMENTS, KEEP YOUR ORIGINAL ON FILE IN THE OFFICE. YOU WILL BE CHARGED TAX IF A VALID EXEMPTION CERTIFICATE IS NOT ON FILE BEFORE EQUIPMENT, PARTS OR SERVICES ARE PROVIDED. SEE <a href="http://WWW.TAXSITES.COM/STATE-LINKS.HTML">WWW.TAXSITES.COM/STATE-LINKS.HTML</a> FOR TAX FORMS.
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**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.

**This proposal is subject to your acceptance of the attached Trane terms and conditions (Equipment).**

CUSTOMER ACCEPTANCE   <hr/> Authorized Representative  <hr/> Printed Name  <hr/> Title  <hr/> Purchase Order _____  <hr/> Acceptance Date _____	TRANE ACCEPTANCE Trane U.S. Inc.  <hr/> Submitted By: Amelia Goodyear Cell: (717) 497-8137 Office: (423) 224-1159  <hr/> Authorized Representative  <hr/> Title  <hr/> Signature Date
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**TERMS AND CONDITIONS – COMMERCIAL INSTALLATION**

“Company” shall mean Trane U.S. Inc..

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

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

**3. Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

**4. Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

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

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

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

**8. Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

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

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

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

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

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

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

**15. Asbestos and Hazardous Materials.** Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl (“PCB”), or other hazardous materials (hereinafter, collectively, “Hazardous Materials”). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected

area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

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

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

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

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

**20. 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, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

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

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

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

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

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

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

**25. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction

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

**26. 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.

**27. U.S. Government Work.**

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

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

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

1-26.251-10(1221)  
Supersedes 1-26.251-10(0821)

## ADDENDUM TO AGREEMENT

This Addendum ("Addendum") amends the Subscription Services Agreement, all Standard Terms and Conditions, Licenses, Privacy Statements, attachments, exhibits, order forms, and any actual or virtual documents or writings referenced therein (collectively the "Hapara Agreements"), together with this Addendum (all together, the "Agreement") between Hapara ("Hapara") and, on behalf of Elizabethton Board Schools ("District"), the Elizabethton Board of Education, ("Board"), each a "Party" and together, the "Parties". In consideration of the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, this Agreement is amended as follows:

1. **Precedence.** The language in this Addendum takes precedence over the Hapara Agreements. The Agreement and this Addendum shall not be construed to create any ambiguity, it being the intent of the Parties that this Addendum shall control.
2. **U.S. Entities.** The Parties are entities established and operational in the United States and that this Agreement is governed by U.S. laws and does not involve the cross-border sharing of personal information.
3. **Privacy Compliance.** Hapara and Board shall comply with all applicable state and federal laws, regulations and directives governing privacy and data collection, including without limitation, the Family and Educational Rights and Privacy Act ("FERPA", at 20 U.S.C. 1232g); Tenn. Code Ann. § 10-7-504(a)(4); Children's Online Privacy Protection Act ("COPPA", at 15 U.S.C. 6501-6502); and the Protection of Pupil Rights Amendment ("PPRA", at 20 U.S.C. 1232 h). Personally identifiable information of students, teachers, and other employees of the District ("PII") may not be disclosed or redisclosed except as permitted herein, provided, however, that Hapara may disclose PII to its subcontractors, consultants, agents, subsidiaries and/or affiliates if those entities, if any, are bound in writing to the terms and conditions of this Agreement and this Addendum, or comparable agreements as between Hapara and its sub-contractors.
4. **Parent Access.** Hapara shall respond in a reasonably timely manner to the Board's request for PII held by the Hapara to permit Board to implement its procedures by which a parent, legal guardian, or eligible student may review a student's PII and correct erroneous information therein. In the event that a parent of a student or other individual contacts the Hapara to review any student records or student Data accessed pursuant to the services of Hapara, Hapara shall refer the parent or individual to the District so that District may follow the necessary and proper procedures regarding the requested information.
5. **Data.** Data includes all PII and other non-public information. Data includes, but is not limited to, student data, metadata, and user content.

**5.1. Data Property of Board.** The Parties agree that as between them, all rights, including all intellectual property rights in and to student Data or any other student records contemplated per this Agreement shall remain the exclusive property of the Board. For the purposes of FERPA, Hapara shall be considered a School Official under the control and direction of the Board as it pertains to the use of student Data. Hapara has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement.. This Agreement does not give Hapara any rights, implied or otherwise, to Data, content, or intellectual property, except as

expressly stated in this Agreement. Hapara may not sell or trade Data.

**5.2. Limitation to Disclosure of Data.** Hapara shall disclose the minimum amount of Data to Hapara employees or others as authorized herein who need the information to perform services in accordance with this Agreement (“Authorized Persons”). Hapara shall not directly or indirectly disclose Data to unauthorized persons without prior written consent from District.

**5.3 De-Identification.** Hapara may use de-identified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Hapara agrees not to attempt to re-identify de-identified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt re-identification. Further, Hapara agrees that as part of the de-identification process it will not retain location or school information.

**5.4 Marketing and Advertising.** Hapara will not use any Data to advertise or market to District employees, students or their parents. Advertising or marketing may be directed to the District schools only if student information is properly de-identified. Data may not be collected or used for any purpose other than the specific purpose(s) and service(s) outlined in this Agreement, provided, however, that Hapara may use data to improve service(s) under this Agreement.

**5.5 Modification of Terms of Service.** Save and except for modifications of its services made generally and which apply to substantially all of Hapara’s licensees, Hapara will not change how Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from the Board.

**5.6. Data Mining.** Hapara is prohibited from mining Data for any purposes other than those agreed to by the Parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.

**5.7. Data Sharing.** Except as provided herein, Hapara will not share Data with any additional parties without prior written consent of the Board except as required by law. If Hapara relies on or uses one or more subcontractors to perform services under this Agreement, Hapara agrees to share the names of these subcontractors with Board upon request. All subcontractors and successor entities of Hapara must be subject to the terms of this Agreement and this Addendum, or comparable agreements as between Hapara and said subcontractors.

**5.8. Access.** Any Data held by Hapara will be made available to the Board upon request of the Board’s director of schools.

**5.9. Security Controls.** Hapara will use industry standard physical, administrative and technical safeguards, and in any event, safeguards no less rigorous that those used to protect Hapara’s own confidential information, to protect the confidentiality and privacy of District’s Data that is maintained physically, electronically or otherwise. Hapara agrees that it will immediately notify District of any data breach or violation of law that

compromises the security, confidentiality or integrity of Data. Hapara will perform its own remedial efforts to mitigate the breach and will reasonably cooperate with any remedial efforts taken by District. Hapara will promptly use its best efforts to prevent a recurrence of any such breach or violation of law. Hapara will share its incident response plan with the District upon request of the Board's director of schools.

**5.10. Destruction of Data.** When Data are no longer needed for their specified purpose, or upon expiration or termination of this Agreement, Hapara shall return or destroy to the District all personally identifiable or otherwise confidential information provided by the District or its agents, and if not returnable, shall identify such information to the District and provide written assurance to the District that the information is destroyed.

**5.11. Hapara Employees.** Hapara acknowledges and agrees that its employees understand the obligations of confidentiality of Data.

**6. Links to External Websites.** Hapara will provide no links to external third-party websites that require agreement to privacy policies or terms and conditions.

**7. Indemnity, Limitation of Liability and Disclaimer of Warranty.** Any indemnity or hold harmless provision contained in this Agreement requiring Board to indemnify or hold harmless Hapara or any other person or entity and any disclaimer of warranties or other limitation of liability in favor of Hapara is enforceable only to the extent permitted by Tennessee law, provided in addition that Board's monetary limits of liability under any such provision is limited to the monetary limits of liability as provided for in the Tennessee Governmental Tort Liability Act ("TGTLA", at Tenn. Code Ann. § 29-20-101 *et seq*). No provision of this Agreement shall act or be deemed a waiver by Board of any immunity, including its rights or privileges or of any provision of the TGTLA. Board reserves all rights afforded to local governments under law for all general and implied warranties. No provision of this Agreement shall constitute a debt or pledge of the full faith and credit of the Board nor shall any provision of this Agreement act or be deemed a waiver by Board of its rights or privileges as a sovereign entity.

**8. Indemnification.** Hapara shall remain liable without monetary or other limitation to Board for the unauthorized collection, receipt, transmission, storage, disposal, use and disclosure of District's Data under its control and for the actions and omissions of all persons acting under Hapara's authority or control with respect to collection, receipt, transmission, storage, disposal, use and/or disclosure of District's Data. Hapara shall defend, indemnify and hold harmless Board, the District, District board members, officers, employees, agents or other representatives from and against all losses, damages, liabilities deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance arising out of or resulting from any claim by Hapara or any third party claim against Board or any Board representative arising out of or resulting from Hapara's failure to comply with any of its obligations under this Agreement.

**9. Background Checks.** Hapara hereby agrees, warrants and assures that its services do not require its employees or agents to have direct contact with school children or to come on or about school property when children are present. Hapara acknowledges that if such contact or

presence is required for any reason, Hapara shall comply with all provisions of Tennessee Code Annotated § 49-5-413(d) for each employee who may have direct contact with school children or who will come on or about school property when children are present. Hapara shall ensure that subcontractor, consultants, agents, subsidiaries and/or affiliates, if any, comply with the statutory requirements described in this paragraph.

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

**10. Non-Appropriation.** Hapara acknowledges that Board is a governmental entity, and that in the event funds are not appropriated or made available for the services to be provided for any fiscal year covered by the term of this Agreement, this Agreement shall be terminated without liability to Board on the last day of the fiscal year for which funds were appropriated or made available for such purposes. Such termination shall not be deemed a breach of this Agreement.

**11. Damages.** This Agreement does not create an obligation by Board to pay any damages in excess of those amounts legally available to satisfy Board's obligations under this Agreement.

**12. Open Records.** Any documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act (TORA, at Tenn. Code Ann §10-7-503 *et seq.*), are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in this Agreement declaring information confidential. Additionally, Board must, upon proper request, release public documents and records as defined by the TORA, including, but not limited to, this Agreement and all records created and maintained related to this Agreement, without the requirement to provide notice of such request to Hapara.

**13. Governing Law.** This Agreement and this Addendum and the rights and obligations of the Parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles.

**14. No Arbitration, Jurisdiction, Waiver of Jury Trial, Venue.** Notwithstanding any other provision in this Agreement to the contrary, arbitration of any dispute is not permitted. For any dispute that arises between the Parties concerning any aspect of this Agreement that cannot be resolved by mutual agreement, mandatory and exclusive venue and jurisdiction for litigation of the dispute shall be in the state courts in Carter County, Tennessee or the federal court for the Eastern District of Tennessee. The Parties waive their right to a jury trial.

**15. No Taxes, No Interest Payments.** As a tax-exempt entity, Board shall not be responsible for sales or use taxes incurred for products or services. Board shall supply Hapara with its Sales and Use Tax Exemption certificate upon Hapara's request. Hapara shall bear the burden of providing its suppliers with a copy of Board's tax exemption certificate and Hapara shall assume all liability for such taxes, if any, that should be incurred.

**16. Termination for Convenience.** The Board may terminate this Agreement upon thirty (30) days written notice to Hapara. Such termination will not be deemed a breach of contract by

either Party. Should Board exercise this provision, Board will compensate Hapara for all satisfactory and authorized services completed as of the termination date, and Hapara will refund to Board any funds paid by Board in excess of such amount. Upon such termination, Hapara will not have any right to any actual general, special, incidental, consequential or any other damages of any description or amount.

**17. No Liability for Third Parties.** Except as provided in the TGTLA, Board is not responsible for or any acts or data of a third party.

**18. No Automatic Renewal.** The term of this Agreement shall not be renewed or extended beyond the initial term and any provision providing for automatic or continuing renewal of this Agreement is not applicable.

**19. Limitation of Actions or Claims.** Any claim by Board asserted under this Agreement may be initiated within the time limits of the limitation of actions applicable in the State of Tennessee.

**20. Modification of Agreement.** Unilateral modification or amendment of this Agreement by Hapara is prohibited and any provision permitting such by Hapara is not applicable to Board. Any amendment or modification of this Agreement or this Addendum is binding only if it is in writing and properly executed by the non-electronic signatures of authorized representatives of the Parties hereto.

**21. Use of Board's Logo or Name.** Hapara shall not use Board's name or any logo (including that of any school) in marketing or publicity materials or for marketing or publicity purposes without prior written authorization from Board.

**22. Accessibility.** Hapara warrants that any software available to District users conforms to the accessibility guidelines, including, but not limited to, supporting assistive software or devices such as large-print interfaces, text-to-speech output, refreshable braille displays, voice-activated input, and alternate keyboard or pointer interfaces, established by the World Wide Web Consortium's Web Content Accessibility Guidelines 2.1 (WCAG 2.1), and the accessibility guidelines established by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and implementing regulations set forth in 36 C.F.R. Part 1194. Hapara shall provide Board a current completed Voluntary Product Accessibility Template (VPAT) to detail compliance with federal Section 508 standards. Hapara shall promptly respond to and resolve any complaint regarding accessibility of its products or services. Hapara further agrees to indemnify and hold harmless Board from any claims arising out of Hapara's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of this Agreement.

**23. Warranty.** Hapara warrants that the services provided pursuant to this Agreement shall operate and conform in all material respects in conformity with the Agreement and the written representations of Hapara, including applicable user manuals and guides supplied by Hapara or with Hapara's software. If it does not perform as warranted, Hapara shall use commercially reasonable efforts to correct the services so that they operate in all material respects in conformity with the written representations of Hapara. If it cannot correct the services within a reasonable period of time, Hapara shall refund the unamortized purchase price, said unamortized purchase price to mean the full purchase price, of the services.

**24. Binding Effect** This Agreement, including this Addendum, is the entire Agreement between Board, (including Board's employees and other end users) and Hapara. No employee of Board or any other person, without authorization of the Board can bind Board to any contract or agreement and anything contrary contained in this Agreement, the Terms of Service or other agreements or understandings, whether electronic, click-through, or shrink-wrap, and whether verbal or written, with Board's employees or other end users, to the contrary are null, void and without effect as it applies to Board.

**25. No Liability of Board Officials and Employees.** No board member, administrator, official, agent or employee of Board shall be personally liable to Hapara or any other person or entity, including a third-party beneficiary, in the event any provision of this Agreement is unenforceable; there is any default or breach by Board; for any amount which may become due under this Agreement; or on any obligations under the terms of this Agreement.

**26. No Third-Party Beneficiaries.** Except as expressly provided herein, this Agreement shall be construed to benefit the Parties and their respective successors and assigns only and shall not be construed to create third party beneficiary rights in any other party or in any governmental organization or agency. No person who is not a party to this Agreement shall have any right to enforce any of its terms, even if indirectly benefited by it.

**27. Survival.** This Addendum shall survive the completion of or any termination of this Agreement or other document which may accompany this Agreement or be incorporated by reference.

**28. Effective Date.** This Addendum has the effective date of this Agreement.

**Hapara, Inc.**

**Elizabethton City Board of Education**

By:  \_\_\_\_\_

By: \_\_\_\_\_

Name: David Piveman

Name: Eddie Pless

Title: CFO

Title: Chair, Board of Education

Date: 4/22/22

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



# TIPS Member Purchase Order Processing Procedure

1. Visit the TIPS website at: [www.tips-usa.com](http://www.tips-usa.com) and search "All Contracts" or "All Vendors" to locate a specific Vendor, service, or product.
2. When completing a TIPS purchase, the TIPS Member must request a **TIPS Quote** from the TIPS Vendor with the **TIPS Contract Number referenced on the quote**. You can easily request a quote using the TIPS Member Portal.
3. If the Member decides to proceed with the purchase, the Member must submit the **TIPS Quote & PO (payable to the awarded TIPS Vendor) both referencing the TIPS Contract Number**, to [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com).
4. Please note that all vendor instructions must be included on the PO as vendor instructions detailed in the body of the email to [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com) are not seen by the Vendor.
5. A comprehensive list of "automated vendors" can be found at [www.tips-usa.com/automatedvendors.cfm](http://www.tips-usa.com/automatedvendors.cfm). If the vendor is an "**Automated Vendor**" please send the TIPS Quote & PO directly to the vendor.
6. **Member payment** will be made directly to the Vendor by the Member as agreed by the parties.

In the event a **Member submits PO directly to Vendor that is NOT an "Automated Vendor"**, it must be immediately forwarded to TIPS marked as "confirmation only" within **30 days** of the issue date. Please see the **TIPS Reseller Procedure** when using a Reseller of the primary TIPS Vendor.

**Need Assistance? 866-839-8477**

SAR200306



# QUOTE

Elizabethton City School District

**Attention To:**

Phil Ledford

804 S WATAUGA AV  
ELIZABETHTON, TN 37643  
United States

**Issued by:**

Britt Elkins

britt.elkins@hapara.com

PO Box 3117  
Redwood City, CA 94064  
United States

**Quote Date**

3/16/2022

**Quote Number**

00018353

Description	Quantity	Total Price
<p>TIPS Contract Number: 210101</p> <p>Three year subscription to Hāpara Highlights for G Suite (priced per student) which includes deployment, adoption and support services. Dedicated setup, consultation/follow-up and support services (48-hour response). Professional Learning package which includes private Community membership, free self-paced courses, Hāpara Champion Educator Certification Program, customized playbook and a PL rollout planning consultation meeting with district/school leadership</p> <p>Order for Elizabethton City School District.</p> <p>Your subscription runs from July 01, 2022 to June 30, 2025</p>	2,800.00	USD 33,264.00
<p>Three years licensed access to the Hapara Filter powered by Deledao web filtering software. Purchase includes setup, ongoing support, administrative training, access to the Hapara community, and ongoing outreach from the Hapara engagement team.</p> <p>Order for Elizabethton City School District.</p> <p>Your subscription runs from July 01, 2022 to June 30, 2025</p>	2,800.00	USD 33,600.00
<p>Professional Learning Package - includes several differentiated training options for any school personnel: a dedicated Engagement Manager who is on hand to guide you through implementation and training; enrollment in three self-paced Hāpara Champion certification courses; access to an expert teacher through the Champion certification program; 24/7/365 access to learning materials in the Hāpara Community; unlimited access to over 40 hours of self-paced, on-demand courses; and access to free training resources to assist with conducting internal training at your school.</p> <p>Order for Elizabethton City School District.</p> <p>Your subscription runs from July 01, 2022 to June 30, 2025</p>	1.00	USD 0.00
<b>Total Price</b>		USD 66,864.00

Due Date 4/15/2022

Thank you for allowing us to provide you with a quote for our services. The quote is valid for 30 days from the date of the quote ("Quote Date" above).

Please note this quote does not include any applicable sales tax.



Please email Purchase Order to [customeraccounts@hapara.com](mailto:customeraccounts@hapara.com) or fax to the following fax no:+1-650-644-2705. If you have any queries regarding pricing please feel free to contact the sales representative who issued the email (this can be found at the top of the quote).

# Privacy policy

## Privacy policy

### Hāpara, Inc.

**Updated: July 22, 2021**

Hāpara, Inc. (“Hāpara”, “we,” “us,” “our”) provides this Privacy Policy because we know that you care about how your information is collected, used, shared and retained. This privacy policy applies only to information collected when you access our website located at <https://hapara.com/> (“Website,” “site”) and by using the Services accessed at [teacherdashboard.com](https://teacherdashboard.com) and [mystudentdashboard.com](https://mystudentdashboard.com). By visiting the Website or using the Services, you consent to this Privacy Policy.

Our Services enable educational institutions (“Schools” or “Customers”) to make better use of their chosen Cloud platform — Google Workspace or Microsoft Office 365. Our Website serves as a channel for us to share information about our Services with current and potential Customers.

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## How we protect your information



Hāpara takes very seriously the security and privacy of the personal information that it collects pursuant to this privacy policy. Accordingly, we will implement reasonable and appropriate security measures to protect such personal information from loss, misuse and unauthorized access, disclosure, alteration and destruction, taking into account the risks involved in processing and the nature of such data, and comply with applicable laws and regulations. We have also committed to comply with the Student Privacy Pledge (coordinated by FutureofPrivacy.org).

**[View Hāpara's commitment to protecting student privacy](#)**



## The type of information we collect, why we use it

We collect information for several purposes, including to provide services to our Customers and to communicate with and market to prospective customers. The specific information and the purposes for collection are discussed below.



## Service information

In the course of performing our Services, we collect several categories of information (collectively, "Service Information"). Our Customers authorize the collection, processing and transfer of Service Information, and have the responsibility for providing notification to parents and guardians of students and for obtaining all consents as required under applicable laws and regulations. Service Information is retained only as long as it's necessary to provide the Services and support the particular Customer.



**School information:** Educational institutions who are Customers provide the following information about their schools: billing and IT contacts, timezone, class rosters – this includes class codes and titles, and teacher school email addresses. We track and collect the total number of student accounts processed for billing purposes.

School Information is only used to provide Services and support in a manner consistent with this privacy policy; to improve our Services; and to provide our Customers with additional information about our Services.

**Teacher information:** In addition to the class rosters information that the school provides, we also collect information from teachers about their area of responsibility, such as the grade level and subject that they teach or advise. This information is used to deliver services and inform us in the development of new services, and is retained only as long as the teacher is a user of Hāpara services.

**Student information:** Schools provide student school email addresses for students using Hāpara Services. For Customers that elect to have our Services handle the creation of student accounts, we also collect additional student information required by the Cloud Platform to create accounts, such as first and last name and school email address.

Student Information is used to provide our Services and support our customers. As part of support and troubleshooting activities, select Hāpara employees may directly access Student Information, including information which resides on the School's Cloud platform.

Student Information is retained by Hāpara only for the period of time required to process the information and to provide the Services to our Customers.

We do not solicit or collect information directly from students or their parents or guardians – student information can only be provided by their educational institution which is our Customer, and which retains the legal responsibility for collecting and sharing this information with service providers and Hāpara.

***Student generated information:*** Students create significant amounts of content in their school's Cloud platform – such as emails, documents, sites, or blog posts. This information is controlled by their institutional policies through controls provided by Cloud platforms, and independently of Hāpara. Student Generated Content and content metadata (for example document titles, creation dates) held in the School's Cloud platform are essential for providing the Services, and we access and process it only for that purpose. We do not collect or maintain copies of the Student Generated Content held in the School's Cloud platform.

Some Customers allow their students to create content that resides in Hāpara systems. Content creation requires a validated login with the School's Cloud platform (SSO), and all interactions with such content are protected with SSL encryption. This Student Generated Content is held in Hāpara systems and associated with the Customer, and the student identifiers. We do not make such content publicly accessible except as directed by the Customer, and use it only to provide the required Services. This Student Generated Content is retained by Hāpara only for as long as necessary to provide the associated Services.

***Application preferences information:*** Users (teachers, students and administrators) can specify their preferences of the application's behavior during their usage of Hāpara systems. This includes information such as the default sort order of lists, hiding of classes that are rarely used, and regularly used Guide Browsing sessions. This information is stored within Hāpara systems to provide services for the user, and is retained by Hāpara only for as long as necessary to provide the associated Services.

***Product usage information:*** Hāpara collects information about our user's usage of Hāpara systems. Usage information from students are anonymized before they are recorded. Usage information is used to measure the performance of our services, to maintain and improve our services, and to help us develop new services.

**Support information:** In the course of providing Services to our Customers, the diagnostic and troubleshooting processes may require additional information to be collected (troubleshooting a student account rename for example might require access to the student's previous name). This information is limited in scope to what is required to resolve the support request, and is not stored in or shared with other Hāpara systems.

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## Sales & marketing information

We collect information through our Website for Sales and Marketing Services from visitors who wish to learn more, purchase or participate in our Services or seek support for our product. For example, we collect information when you request marketing information, register for a Webinar, apply to a Hāpara Certified Champion Program, apply for a job, interact with us via social media, take a survey, or otherwise communicate with us. The types of information we collect may include your name, e-mail address, location, phone number, school/district affiliation, role, experience, certifications and relevant professional development, and any other information you choose to provide.

Contact information is used by our sales, support, marketing and product teams to contact visitors for the purpose of providing the requested information or services support.

**Information we collect from other sources:** If you interact with us through a social media site, we may have access to publicly available information from that site, such as follows and likes, in accordance with the policies determined by the social media site. If you attend an event or a conference we sponsor or support, your contact details may be directly or indirectly shared with us.

**Web analytics:** Like most organizations, we rely on automatic data collection technologies when you visit our Website or use the Services. We may collect information such as your IP address, internet service provider, browser type, operating system and language, referring and

exit pages and URLs, date and time, amount of time spent on particular pages, what sections of the Website you visit, number of links you click while on the Website, search terms, and other data.

**Operational information:** We also collect Website and Service health diagnostics, and technical logging data used for troubleshooting and performance management.

**Referral source:** We may identify and record the referring source (other internet location) that directed a visitor to our Website. We collect the referring Website address from the HTTP “referrer header” provided by your browser. We use this information to better serve our current and potential clients, measure our marketing services and to identify where we might find future Customers.

**Cookies:** Cookies are small text files that help us to personalize the content of our Website. We use cookies to recognize repeat visitors, and manage the user experience on our Website and Services. If you prefer, you can choose to turn off all cookies via your browser settings. However, some features of our Website require cookies to function, and if you turn your cookies off then your experience of our Website may be sub-optimal.



## How we disclose information

We do not sell student, teacher, or any other information in any form.

**Third-party service providers:** Like many businesses, we hire other companies to perform certain business-related services. We may disclose personal information to certain types of third party companies but only to the extent needed to enable them to provide such services. The types of companies that may receive personal information and their functions are: mail services (hard copy and email); hosting services; database management/back-up services; real-time messaging services; monitoring services; product review sites; and payment processors. If Student Information is required, we

encrypt it prior to transfer whenever possible. All such third parties function as our agents, performing services at our instruction and on our behalf pursuant to contracts which require they provide at least the same level of privacy protection as is required by this privacy policy and implemented by Hāpara.

The list of third-party service providers with whom we share personal information to can be found [here](#).

***Business transfers:*** In the event of a merger, dissolution or similar corporate event, or the sale of all or substantially all of our assets, we expect that the information that we have collected, including personal information, would be transferred to the surviving entity in a merger or the acquiring entity. All such transfers shall be subject to our commitments with respect to the privacy and confidentiality of such personal information as set forth in this privacy policy.

***Disclosure to public authorities, other third parties:*** We are required to disclose personal information in response to lawful requests by public authorities, including for the purpose of meeting national security or law enforcement requirements. We may also disclose personal information to other third parties when compelled to do so by government authorities or required by law or regulation including, but not limited to, in response to court orders and subpoenas. We also may disclose your information when we have reason to believe someone is intending to or is causing harm to other users, or anyone else that could be harmed by such activities, or our rights or property.

***Data breach response plan:*** Hāpara maintains and updates a detailed data breach response plan.



## Your choices and rights

***Opt-out for direct marketing. We do not take part in any form of marketing to students or children.***

If you are a teacher or school administrator and have provided us with your information, we may send you product marketing communications. You may opt out of these communications at any time by sending a request to [privacy@hapara.com](mailto:privacy@hapara.com). Please allow us a reasonable amount of time to process your request.

***Access to personal information.*** Hāpara acknowledges the right of individuals to access their personal information. If you are a parent or guardian and wish to delete your child’s records from our database, please contact the appropriate School official and ask them to carry out this action in collaboration with our team. Upon request to [privacy@hapara.com](mailto:privacy@hapara.com), we will provide you with confirmation as to whether we are processing your personal information, and have the data communicated to you within a reasonable amount of time.

***Retention of customer personal information.*** If you are a Customer or someone who has expressed interest in our Services, we will retain your personal information in a form that identifies you only for as long as it serves the purpose(s) for which it was initially collected as stated in this privacy policy, or subsequently authorized. After such time periods have expired, we may either delete your personal information or retain it in a form such that it does not identify you personally.

If you have requested us not to contact you, we will retain your contact details on the do-not-contact list.

**Data Protection Officer.** Tony Kong ([tony.kong@hapara.com](mailto:tony.kong@hapara.com)) is the company’s data protection officer (“DPO”).



## Links to external websites

The Website may contain links to third party websites (“External Sites”). Hāpara has no control over the privacy practices of these External Sites. As such, we are not responsible for the privacy policies of those External Sites. You should check the applicable third party privacy policy and terms of use when visiting any External Sites, and before

providing any personal information to such External Sites. Hāpara disclaims any responsibility for any activity or omission that occurs on an External Site.

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## Important notice to all non-U.S. residents

Our servers are located in the U.S. If you are located outside of the U.S., please be aware that any information provided to us, including personal information, will be transferred from your country of origin to the U.S. Except in the case of data transfers under the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks, your decision to provide such data to us, or allow us to collect such data through our Website or the Services, constitutes your consent to this data transfer.

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## U.S.-EU privacy shield and Swiss-U.S. privacy shield

Hāpara complies with the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks as set forth by the US Department of Commerce regarding the collection, use, and retention of personal information from the European Union member countries (including Iceland, Liechtenstein and Norway), the United Kingdom and Switzerland, respectively. Hāpara has certified that it adheres to the Privacy Shield principles of Notice, Choice, Accountability for Onward Transfer, Security, Data Integrity and Purpose Limitation, Access, and Recourse, Enforcement and Liability (the “Privacy Shield Principles”). With regard to the Principle of Accountability for Onward Transfer, for example, we remain liable if our agent processes such personal information in a manner inconsistent with the Privacy Shield Principles, unless we prove that we are not responsible for the event giving rise to the damage. To learn more about the Privacy Shield program, and to view our certification page, please visit <https://www.privacyshield.gov/>.

Hāpara is subject to the investigatory and enforcement powers of the Federal Trade Commission.

In compliance with the EU-U.S. and Swiss-U.S. Privacy Shield Principles, Hāpara commits to resolve complaints about your privacy and our collection or use of your personal information. EU, United Kingdom and/or Swiss individuals with inquiries or complaints regarding this privacy policy should first contact Hāpara at [privacy@hapara.com](mailto:privacy@hapara.com). Hāpara has further committed to refer unresolved privacy complaints under the EU-U.S. and Swiss-U.S. Privacy Shield Principles to BBB EU PRIVACY SHIELD, a non-profit alternative dispute resolution provider located in the United States and operated by BBB National Programs, Inc. If you do not receive timely acknowledgment of your complaint, or if your complaint is not satisfactorily addressed by Hāpara, please visit [www.bbbprograms.org/privacy-shield-complaints/](http://www.bbbprograms.org/privacy-shield-complaints/) for more information and to file a complaint. If these processes do not result in a resolution, you may also contact your local data protection authority, the U.S. Department of Commerce, and/or the Federal Trade Commission for assistance. If your complaint still remains unresolved, then you have the right to invoke binding arbitration by the Privacy Shield Panel upon written notice to Hāpara at [privacy@hapara.com](mailto:privacy@hapara.com).

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## Residents of the state of California, the European Economic Area or the United Kingdom

If you are a resident of California, the European Economic Area (“EEA”), the United Kingdom or the country of Brazil, you have certain rights and protections under the law regarding the processing of your personal data. In circumstances where Hāpara acts as a data processor, you must contact your data controller (your educational institution) to avail yourself of these rights and protections. We will verify that you are the person about whom we collect personal information, or an authorized representative, before we act on any privacy requests.

***Legal basis for processing:*** If you are a resident of California, the EEA, the United Kingdom or the country of Brazil, if and when we process

your personal data as a data controller, we will only do so in the following situations:

- We need to use your personal data to perform our responsibilities under our agreement with you or our customer with whom you have a relationship (e.g., for processing payments for or for providing the Hāpara services you or our Customers have requested).
- We have a legitimate interest in processing your personal data. For example, we may process your personal data to communicate with you about changes to our Services or to provide, secure, and improve our Services.
- We have your consent to do so. For example, we may seek your consent to send you marketing communications.

**Data subject requests:** If you are a resident of California, the EEA, the United Kingdom or the country of Brazil, you have the right to know what categories of personal data we hold about you, to access any such personal data, and to ask that your personal data be corrected, erased, or transferred. You may also have the right to object to, or request that we restrict, certain processing. If you would like to exercise any of these rights, you may email us at [privacy@hapara.com](mailto:privacy@hapara.com). Alternatively, you may contact us as indicated below.

**Questions or complaints:** If you are a resident of the EEA and have a concern about our processing of personal data that we are not able to resolve, you have the right to lodge a complaint with the data privacy authority where you reside. For contact details of your local Data Protection Authority, please see: [http://ec.europa.eu/justice/data-protection/article-29/structure/data-protection-authorities/index\\_en.htm](http://ec.europa.eu/justice/data-protection/article-29/structure/data-protection-authorities/index_en.htm).

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## Changes to this privacy policy

We may change this privacy policy from time to time. When material changes are made to this privacy policy, Customers will be notified through the contact email given to us at least two weeks prior to modification taking effect. In that time, the primary administrative contact for a Customer may request that we delete the Service Information from our systems if it does not wish to be bound by the new policy. Please allow us a reasonable amount of time to comply with your request.



## How to contact us

Hāpara's principal headquarters are located at 440 N. Wells St. Suite 250, Chicago, IL 60654. If you have any privacy related requests, or would like to learn more about our privacy policy, you can reach us via the following:

- Email: [privacy@hapara.com](mailto:privacy@hapara.com)
- Telephone: 650-847-1371



Power awesome digital learning anywhere, anytime.

ProductsCompanyContact



Get  
Started



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# Terms and Conditions

## SUBSCRIPTION SERVICES AGREEMENT

**Last Updated: 8/15/20**

THIS SUBSCRIPTION AGREEMENT (“AGREEMENT”) GOVERNS YOUR USE OF THE SERVICES EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY, A SCHOOL, SCHOOL DISTRICT OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO THE ENTITY ON WHOSE BEHALF YOU ARE ACTING. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES

This Agreement is effective between You and Us as of the date of You accepting this Agreement (the “Effective Date”).

### 1. DEFINITIONS

“Administrators” mean the Subscriber-designated technical personnel that administer the Services on Subscriber’s behalf including, as

applicable, the right to access, monitor, use, or disclose Service Configuration Data to Authorized Users.

“Applicable Law(s)” means all federal, national state, and local laws, rules, and regulations including, without limitation, those laws and regulations relating to student privacy and data privacy such as the Family Educational Rights and Privacy Act (31 U.S.C.A. §1232 et. seq.) (“FERPA”), and the Children’s Online Privacy Protection Act (13 U.S.C.A §1301 et. seq.).

“Authorized User” means an employee of Subscriber, an individual consultant engaged by and acting under the direction and control of Subscriber, or any parent or guardian of a Student, who is designated by Subscriber as having the right to use the Services.

“Cloud Platform for Education” or “Cloud Apps for Education” means the chosen Cloud Platform(s) of the Subscriber – Google Apps for Education or Microsoft Office 365 Education.

“User Content” means any content and associated metadata, such as assignments, lesson plans and other content that the Teachers and Students create, post, store and transmit through the Subscriber’s Cloud Apps domain.

“Fee(s)” means the Subscription Fee and all other fees payable or paid for other services purchased pursuant to an Order Page.

“Hāpara,” “We,” “Us,” or “Our,” means Hāpara, Inc.

“Initial Term” means the term that commences on the Effective Date and continues for at least one (1) year, as set out in the Order Form.

“Intellectual Property” or “Intellectual Property Rights” means all inventions and/or works and any and all rights under U.S. and/or foreign patents, trade secrets, know-how, copyrights, and other industrial or intangible property rights of a similar nature; all rights pursuant to grants and/or registrations worldwide in connection with the foregoing and all other rights with respect thereto; all rights under applications for any such grant or registration, all rights of priority

under international conventions to make such applications and the right to control their prosecution, and all rights under amendments, continuations, divisions and continuations-in-part of such applications; and all rights under corrections, reissues, patents of addition, extensions and renewals of any such grant, registration and/or right.

“Order Page” means an order that Subscriber completes to sign up for the Services, which may be online, submitted via facsimile or attached to this Agreement, and sets forth: (i) the Services; (ii) Fees, and the applicable form of payment (e.g., a valid credit card); (iii) number of Students, (iv) the Initial Term; and (iv) Subscriber Domain Names.

“Products” means one or more proprietary software applications and related technology used by Hāpara to provide the Services to Subscribers during the Term.

“Reseller” means an agent authorized by Hāpara to resell Services to Subscriber.

“Services” means the Services provided by Hāpara and used by Subscriber under this Agreement.

“Service Configuration Data” means any configuration data, files, text, and any other information that is required to configure and operate the Services, excluding Student Data.

“Student” means a student enrolled by the Subscriber and designated by the Subscriber to be included in the Services.

“Student Data” means the Student content and related metadata, and Student personally identifiable information.

“Subscriber,” “You” or “Your” means the company or other legal entity for which you are accepting this Agreement.

“Subscriber Domain Names” mean the Cloud Apps for Education domain names owned or controlled by Subscriber, which will be used in connection with the Services and specified in the Order Page.

“Subscriber Users” means the Authorized Users and Administrators designated by Subscriber from among its teachers and staff to use and administer the Services on behalf of Subscriber.

“Subscription Fee” means the amounts invoiced to Subscriber by Hāpara or Reseller for the Services as described in an Order Page.

“Teacher” means a teacher employed by the Subscriber and designated by the Subscriber to be included in the Services.

“Teacher Data” means the Teacher content and related metadata, and name and Cloud Apps (work) email address.

“Term” means the applicable Initial Term and all renewal terms for the applicable Services.

“Third Party” means any entity, organization or individual except Hāpara, Reseller or Subscriber.

“Work Product” means any and all data (other than Service Configuration Data), information, materials, inventions, computer programs and computer software (including, without limitation, all source code), designs, specifications, schematics, production formats, production processes, production design processes and formulae, development tools, inventions, ideas, concepts, know-how, techniques, flow charts, outlines, lists, compilations, writings and pictorial materials, and all documentation, materials, code and media constituting, describing or relating to the foregoing including, without limitation, manuals, memoranda, records and deliverables.

## **2. LICENSE GRANT**

**2.1** Subject to the terms and conditions of this Agreement, Hāpara hereby grants to Subscriber during the Term a limited, non-exclusive, non-transferable (except as permitted under Section 10.2 below) license, without the right to grant sublicenses, to access the Products remotely via the Internet solely for the purpose of using the Services

(the "License"). Pursuant to the License, Subscriber shall have the right to designate the number of Students and/or devices. The applicable Subscription Fees shall be as set forth in Order Page.

Subscriber shall also have the right to designate Subscriber Users, subject to the functionality constraints of the Services. You are solely responsible for ensuring that Subscriber Users are legally permitted under Applicable Law(s) to access and use Student Data. Hāpara shall have no liability for any unauthorized access to Student Data. Hāpara may make additional, optional add-on services available to Subscribers for a Fee from time to time during the Term.

**2.2** Subscriber shall be solely and exclusively responsible for: (i) compliance with this Agreement by all Subscriber Users; (ii) the accuracy and quality of the Service Configuration Data and the User Content, (iii) using commercially reasonable efforts to prevent unauthorized access to or use of the Services, the Products and the Hāpara Intellectual Property, and for notifying Hāpara promptly of any such unauthorized access or use thereof, (iv) using the Services, Products and Hāpara Intellectual Property strictly in accordance with Applicable Laws, (v) as required by Applicable Law, notifying Students, parents and guardians, and obtaining and maintaining informed consents from Students, parents and guardians, to permit (a) Subscriber to purchase and use the Services including, without limitation, permitting Subscriber to access, monitor and use the Service Configuration Data and the User Content, and to disclose the Service Configuration Data and the User Content to Subscriber Users, and (b) Hāpara to exercise its license rights and provide the Services to Subscriber in accordance with this Agreement, (vi) obtaining and maintaining all computer hardware, Internet access and Internet services, including Cloud Apps for Education, and other equipment and/or services needed to access and use the Services properly and all costs and fees associated therewith, and (vii) complying with all applicable Third Party agreements including, without limitation, "Cloud Apps for Education Agreement" for the Term of the Agreement.

**2.3** Subscriber will not (and shall ensure that the Subscriber Users and any Third Parties do not): (i) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code or interface protocols of the Services, the Products or the Hāpara Intellectual Property; (ii) modify, adapt, or translate the Services, the Products or the Hāpara Intellectual Property; (iii) make any copies of the Services, the Products, or the Hāpara Intellectual Property; (iv) resell, distribute, or sublicense the Services, the Products or the Hāpara Intellectual Property; (v) make the Services, the Products or the Hāpara Intellectual Property available on a “service bureau” basis, or otherwise allow any Third Party to use or access any of the foregoing; (vi) remove or modify any proprietary marking or restrictive legends placed on the Services, the Products or the Hāpara Intellectual Property; (vii) use the Services, the Products or the Hāpara Intellectual Property in violation of any Applicable Laws or for any purpose not specifically permitted in this Agreement; or (viii) introduce into the Services, the Products or the Hāpara Intellectual Property any software, virus, worm, “back door,” Trojan Horse, or similar harmful code. Subscriber may not use or access the Services if Subscriber is Our direct competitor, except with Our prior written consent. In addition, Subscriber may not access the Services for purposes of monitoring performance or functionality, or for any other benchmarking or competitive purposes.

**2.4** As between the parties, Subscriber and/or the applicable Authorized User retains all rights, title, and interest in and to the Service Configuration Data and User Content. Subscriber hereby grants to Hāpara a) licenses in and to such Service Configuration Data; b) access to Subscriber domains named by the Subscriber Domain Names as necessary for Hāpara to provide the Services and perform its obligations hereunder; and c) a non-exclusive, royalty-free license to modify, compile, combine with other content and data, copy, record, synchronize, format, and index the User Content and display, perform, and make it available to others through the Services on the Products designated by the Authorized Users. Upon expiration or termination of this Agreement, Hāpara shall cease accessing the

Service Configuration Data, Subscriber Domain Names and User Content.

**2.5** Subscriber is responsible for creating Cloud Accounts for all Authorized Users and for providing the details of those Cloud Accounts to Hāpara. Hāpara will then provide access to and use of the Services for Authorized Users with properly obtained Cloud credentials (an "Account"). The Subscriber is solely responsible for the confidentiality and use of the Authorized Users' Accounts, Usernames and Passwords, as well as for any use, misuse, or communications using one or more of them. Hāpara and Reseller will not be liable for any loss or damage caused by any unauthorized use of Accounts, Passwords or Usernames.

**2.6** The parties acknowledge and agree that, as a result of negotiating, entering into, and performing this Agreement, each party (the "Receiving Party") has and will have access to certain confidential information ("Confidential Information") of the other party (the "Disclosing Party"). "Confidential Information" means all information provided by the Disclosing Party to the Receiving Party hereunder that is related to (i) the past, present and future business activities of the Disclosing Party; (ii) the Disclosing Party's business plans, pricing, financial information, methods, processes, code, data, information technology, network designs, and any Third Party data, information, materials, software, products or services that the Disclosing Party has agreed to maintain in confidence; (iii) the terms of this Agreement that are not made public by the publication of this Agreement ; and (iv) any other information that is designated as confidential by the Disclosing Party. For avoidance of doubt, Hāpara Confidential Information includes the Services, the Products and the Hāpara Intellectual Property. Confidential Information does not include information that is or was, at the time of the disclosure: (i) generally known or available to the public; (ii) received by Receiving Party from a Third Party without any obligation of confidentiality; (iii) already in Receiving Party's possession prior to the date of receipt from Disclosing Party without any obligation of confidentiality; or (iv) independently developed by the Receiving Party without use of or reference to the Disclosing

Party's Confidential Information, provided in each case that such information was not obtained by the Receiving Party as a result of any unauthorized or wrongful act or omission, breach of this Agreement, or breach of any legal, ethical or fiduciary obligation owed to the Disclosing Party. At all times the Receiving Party shall: (1) use the same standard of care to protect the Confidential Information as it uses to protect its own confidential information of a similar nature, but not less than a commercially reasonable standard of care, (2) not use the Disclosing Party's Confidential Information other than as necessary to perform its obligations under this Agreement, and (3) not disclose, distribute, or disseminate the Disclosing Party's Confidential Information to any Third Party except to its Authorized Users on a "need to know basis;" provided that each Authorized User is bound by confidentiality obligations at least as restrictive as those contained in this Agreement.

### **3. FINANCIAL TERMS**

**3.1** As consideration for the License and the Services, Subscriber will pay Hāpara or, at Hāpara's discretion noticed on the Order Page, pay Reseller, the Fees set forth on the applicable invoice within thirty (30) days of the invoice date. Unless otherwise mutually agreed in writing, Subscription Fees shall be invoiced annually in advance based on the number of Students and/or devices selected by Subscriber, and are not refundable under any circumstances. If Subscriber exceeds the number of Student and/or devices subscribed, then Subscriber shall pay Subscription Fees for the additional Students and/or devices at the rate or rates set forth in Hāpara's schedule of fees . Unless otherwise agreed in invoice, all amounts stated in this Agreement or on any invoice are in U.S. dollars, and all payments will be made in U.S. dollars.

**3.2** The Fees do not include applicable transaction taxes. If Hāpara or Reseller is required by Applicable Laws to pay any federal, state, county, local, or value added tax, sales and use tax, goods and services tax, or similar applicable taxes based on this Agreement, Hāpara shall

ensure that such taxes are invoiced to Subscriber in accordance with applicable rules so as to allow Subscriber to reclaim such value-added and/or similar tax from the appropriate government authority. Nothing in this Agreement, however, shall require Subscriber to pay any payroll, franchise, corporate, partnership, succession, transfer, income, excise, profits, or income tax of Hāpara or Reseller.

#### **4. TERM AND TERMINATION**

**4.1** This Agreement commences on the Effective Date and continues until terminated as set forth herein.

**4.2** This Agreement will automatically renew for additional periods of one (1) year (each, a “Renewal Term”) at the end of the Initial Term and each Renewal Term. You will be invoiced for Hāpara’s then current annual Subscription Fee for each Renewal Term. If You do not wish to renew Your subscription, You must provide Us prior, written notice at least 30 days before the end of the Initial Term, or any Renewal Term.

**4.3** Termination.

In the event of a material breach of this Agreement by a party, the other party may terminate this Agreement by giving 30 days prior, written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach before the expiration of such 30 day period. In any event, if Subscriber materially breaches Section 2.3 , then Hāpara may terminate this Agreement immediately upon written notice to Subscriber.

(c) Either party may immediately terminate this Agreement on notice to the other party if the other party becomes insolvent, is unable to pay its debts as they mature, files for bankruptcy protection, is forced into bankruptcy, is placed under receivership, or makes a general assignment for the benefit of its creditors.

**4.4** Effect of Termination or Expiration. In the event of any termination or expiration of this Agreement:

- (a) Subscriber will promptly pay Hāpara for all amounts payable hereunder as of the effective date of termination or expiration;
- (b) all rights and licenses granted hereunder will immediately cease;
- (c) Subscriber will immediately cease all access and use of the Services and the Products, and Hāpara will immediately cease accessing the Service Configuration Data and the User Content.

**4.5** The following provisions will survive any termination or expiration of this Agreement: 3.1, 5, 6, 7, 8, 9, and 10.

## **5. Hāpara INTELLECTUAL PROPERTY**

**5.1** As between Hāpara and Subscriber, Hāpara shall own all right, title, and interest in and to (i) its pre-existing Intellectual Property, (ii) the Services and the Products including, without limitation, all source code, object code, operating instructions, and interfaces developed for or relating to its Intellectual Property, the Services and Products, and (iii) all modifications, enhancements, revisions, changes, copies, partial copies, translations, compilations, improvements, and derivative works of the foregoing, and all Intellectual Property Rights therein (the “Hāpara Intellectual Property”). Subscriber hereby irrevocably assigns to Hāpara each and every right, including all Intellectual Property Rights (and shall cause the Subscriber Users, and any entity or individual employed, engaged, or otherwise under contractual duty to Subscriber, to assign to Hāpara) that it or they may have in any of the Hāpara Intellectual Property. Upon Hāpara’s request, Subscriber will execute and deliver such instruments of transfer and other documents to effect, complete and confirm such assignment and acknowledges and agrees to take all appropriate steps to secure for Hāpara the rights and benefits of Hāpara in and to the Hāpara Intellectual Property (and shall cause the Subscriber Users, and any entity or individual employed, engaged otherwise under contractual duty to Subscriber to do so as well).

**5.2** Except for the License, nothing contained in this Agreement or otherwise shall be construed to grant to Subscriber any right, title,

license or other interest in, to or under any Hāpara Intellectual Property (whether by estoppel, implication or otherwise). Subscriber shall not challenge, or assist any person or entity in challenging, Hāpara right, title, and interest in the Hāpara Intellectual Property.

## **6. REPRESENTATIONS AND WARRANTIES; DISCLAIMER**

**6.1** Each party represents and warrants that: (i) it has the full right, power, and authority to enter into this Agreement, to complete and discharge its obligations hereunder, and to grant the licenses and rights granted hereunder, and (ii) it does and will continue to comply with all Applicable Laws. Subscriber represents and warrants to Hāpara that it is an accredited educational institution under all Applicable Laws.

**6.2** EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1, THE SERVICES, PRODUCTS AND OTHER MATERIALS PROVIDED HEREUNDER, ARE PROVIDED "AS IS" AND "AS AVAILABLE." Hāpara DOES NOT MAKE, AND SUBSCRIBER EXPRESSLY WAIVES, ANY AND ALL WARRANTIES EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ERROR-FREE OR UNINTERRUPTED OPERATION AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. To the extent that a party may not as a matter of Applicable Law disclaim any implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

## **7. LIMITATION OF LIABILITY**

**7.1** IN NO EVENT SHALL Hāpara BE LIABLE TO SUBSCRIBER, SUBSCRIBER USERS, STUDENTS, OR ANY THIRD PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM SUBSCRIBER, SUBSCRIBER USERS, STUDENTS, OR ANY THIRD PARTY) FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY

KIND (INCLUDING WITHOUT LIMITATION LOST REVENUES OR PROFITS, LOSS OF GOODWILL OR REPUTATION, BREACH OF PRIVACY OR SECURITY) WITH RESPECT TO ANY CLAIMS BASED ON CONTRACT, TORT OR OTHERWISE (INCLUDING NEGLIGENCE AND STRICT LIABILITY) ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER Hāpara KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THEREOF.

**7.2** Hāpara MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, INDEMNITY, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE AGGREGATE AMOUNT OF THE SUBSCRIPTION FEES PAID TO Hāpara OR ITS RESELLER BY SUBSCRIBER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ARISES, PLUS THE TOTAL AMOUNT OF ANY SUBSCRIPTION FEES PAYABLE UNDER THIS AGREEMENT TO Hāpara OR ITS RESELLER BY SUBSCRIBER BUT ARE UNPAID AT THE TIME OF THE CLAIM.

**7.3** IN NO EVENT SHALL Hāpara BE LIABLE FOR DAMAGES ARISING FROM ANY OUTAGES OR MALFUNCTION OF ANY THIRD PARTY SERVICES (e.g., CLOUD OR NETWORK INFRASTRUCTURE OUTAGES, CHANGES TO CLOUD APPS, OR ANY CLOUD SERVICES).

**7.4** THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS ON LIABILITY IN THIS SECTION ARE REASONABLE AND THAT THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN Hāpara AND SUBSCRIBER, AND THE PARTIES HAVE RELIED UPON THE LIMITATIONS SET FORTH HEREIN IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT. THE REMEDIES PROVIDED TO SUBSCRIBER IN THIS AGREEMENT ARE EXCLUSIVE. THE LIMITATIONS ON LIABILITY IN THIS SECTION SHALL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

## **8. INDEMNIFICATION**

**8.1** Hāpara will, at its own expense, defend any Third Party claim, action or proceeding against Subscriber and its officers, directors, employees, and agents (each, a “Subscriber Indemnitee”) solely from and against any and all final judgments and settlement payments (collectively, “Losses”) incurred by such Subscriber Indemnitees to the extent such Third Party claim arises from or relates to, an allegation that the Products infringe any United States registered patent or copyright, or misappropriates Third Party trade secrets (except to the extent covered by the indemnity under Section 9.4 below).

**8.2** Hāpara shall not be obligated under Section 8.1 to the extent (i) the Loss arises from or is based upon use by Subscriber or any Subscriber User of (a) the Products or Services in a manner for which they were not intended; or (b) any unauthorized enhancements, modifications, alterations, or implementations of the Products or Services; or (ii) the claim arises from use of the Products or Services in combination with unauthorized modules, apparatus, hardware, software, or services; or (iii) the claim arises from any use of the Products or Services that violates this Agreement or any Applicable Law of any governmental authority or self-regulatory agency or authority; or (iv) the claim arises from any use of the Products or Services for which they were not designed.

**8.3** In the event that Hāpara reasonably determines that the Products are likely to be the subject of a claim under Section 8.1, Hāpara shall have the right (but not the obligation), at its own expense and option, to: (a) procure for Subscriber the right to continue to access and use the Products pursuant to the License for the remainder of the then-current Term, (b) replace the infringing components of the Products with other components with the same or similar functionality; or (c) suitably modify the Products so that they are non-infringing. If none of the foregoing options are available to Hāpara on commercially reasonable terms, Hāpara (A) may terminate this Agreement without further liability to Subscriber, and (B) refund to Subscriber an amount equal to a pro rata portion of the Subscription Fees prepaid by Subscriber (calculated on a 5 year straight line basis commencing on

the Effective Date of this Agreement). This Section 8.3, together with the indemnity provided under Section 8.1, states Subscriber's sole and exclusive remedy, and Hāpara's sole and exclusive liability, regarding any and all infringement or misappropriation of any Intellectual Property Rights of any Third Party arising from, or related to, the Products, the Services or this Agreement.

**8.4** Subscriber will indemnify, defend, and hold harmless Hāpara and its respective officers, directors, employees, and agents (each, an "Hāpara Indemnitee") from and against any and all Losses incurred by such Hāpara Indemnitees in connection with any Third Party claim to the extent arising from, alleging or relating to (i) any data, information or materials provided by Subscriber hereunder, including, without limitation, the Service Configuration Data, and the Authorized User Content when used in connection with the Services or the Products: (a) infringes or misappropriates any United States patent, copyright, trade secret, or other Intellectual Property Rights of any Third Party (except to the extent covered by the indemnity under Section 8.1 above), or (b) violates any Applicable Laws, (ii) Subscriber's actual or alleged violation of Applicable Law, or breach of this Agreement.

**8.5** An indemnified party shall give an indemnifying party written notice as soon as reasonably possible after its receipt of any claim for which it would be indemnified pursuant to this Section. An indemnifying party shall have the right to control and direct the defense of such claim. Upon request, the indemnified party shall cooperate in all reasonable respects, at the indemnifying party's cost and expense, with the indemnifying party and its attorneys in the investigation, trial and defense of such claim, and any appeal arising therefrom. An indemnifying party shall not agree to any settlement or consent to judgment that requires any admission of liability or payment of monies by an indemnified party without such party's prior written consent. An indemnified party shall have the right, at its expense, to retain counsel and participate in defense of the claim strictly on a monitoring basis.

## **9. WORK PRODUCT; OWNERSHIP**

**9.1** During the Term, Reseller and/or a Subscriber may request that Hāpara develop Work Product in connection with the Services. The Services do not include such professional services, which may be available from Hāpara or its designee, at their sole discretion, pursuant to a separate professional services agreement.

**9.2** Neither party shall have any rights to any domain name, internet addresses or related registrations of the other party.

## **10. GENERAL PROVISIONS**

**10.1** Each party is an independent contractor of the other party. Nothing herein will constitute a partnership between or joint venture by the parties, or constitute either party the agent of the other.

**10.2** Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior, written consent of the other party; provided, however, that a party may, upon written notice to the other party and without the consent of the other party, assign or otherwise transfer this Agreement: (i) to any of its affiliates or (ii) in connection with a change of control transaction (including, by way of example and not of limitation, merger, acquisition, consolidation, sale of equity interests, sale of all or substantially all assets, or otherwise), provided that in the case of a change of control of Subscriber, the acquiring company is not a competitor of Hāpara. Any assignment or other transfer in violation of this Section will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

**10.3** Except with respect to failure to pay any amount due under this Agreement, nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts, orders or restrictions, failure of suppliers, or any

other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

**10.4** This Agreement, and any disputes directly or indirectly arising from or relating to this Agreement, will be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of law.

**10.5** Neither party may make any public statement regarding the relationship contemplated by this Agreement without the other party's prior written consent. Notwithstanding the foregoing, (a) Subscriber is permitted to state publicly that it is a customer of the Services, and (b) Subscriber consents to Hāpara's use of Subscriber's name in a general customer list, but only if Subscriber is not the only Subscriber appearing on the list. For clarification, Subscriber does not need to seek approval from Hāpara if Subscriber is repeating a public statement that is substantially similar to a public statement that has been previously approved by Hāpara in accordance with the provisions of this Agreement.

**10.6** The parties hereby consent and agree to the exclusive jurisdiction of the state and federal courts located in Delaware for all suits, actions, or proceedings directly or indirectly arising out of or relating to this Agreement, and waive any and all objections to such courts, including but not limited to objections based on improper venue or inconvenient forum, and each party hereby irrevocably submits to the jurisdiction of such courts in any suits, actions or proceedings arising out of or relating to this Agreement.

**10.7** No modification of or amendment to this Agreement will be effective unless in writing signed by authorized representatives of both parties. The rights and remedies of the parties to this Agreement are cumulative and not alternative. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or

privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect, and, if legally permitted, such offending provision will be replaced with an enforceable provision that as nearly as possible effects the parties' intent.

**10.8** This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes (i) all prior agreements and commitments with respect thereto, and (ii) any different or additional terms or conditions contained in any purchase order, agreement, or any other document or understanding, whether written or oral. There are no other oral or written understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this Agreement.



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# AIA® Document A201® – 2007

## General Conditions of the Contract for Construction

**for the following PROJECT:**

(Name and location or address)address

Parking Lot Expansion For:

East Side Elementary School

800 Siam Road

Elizabethton, Tennessee 37643

TWA Project #021-022

**THE OWNER:**

*(Name, legal status and address)*

Elizabethton City Schools

804 South Watauga Avenue

Elizabethton, Tennessee 37643

Telephone: 423-547-8000

**THE ARCHITECT:**

*(Name, legal status and address)*

Thomas Weems Architect

3203 Hanover Road

Johnson City, Tennessee 37604

Telephone: 423-952-2700

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes:

(1649624626)

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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 BASIC DEFINITIONS**

#### **§ 1.1.1 THE CONTRACT DOCUMENTS**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

#### **§ 1.1.2 THE CONTRACT**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### **§ 1.1.3 THE WORK**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### **§ 1.1.4 THE PROJECT**

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

#### **§ 1.1.5 THE DRAWINGS**

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

#### **§ 1.1.6 THE SPECIFICATIONS**

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### **§ 1.1.7 INSTRUMENTS OF SERVICE**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### **§ 1.1.8 INITIAL DECISION MAKER**

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

### **§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### § 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

### § 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### § 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

### § 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

## ARTICLE 2 OWNER

### § 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### § 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

### § 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

### § 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## ARTICLE 3 CONTRACTOR

### § 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

## § 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

## § 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

## § 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### § 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

### § 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### § 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall

continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### § 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### § 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### § 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### § 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required

submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### **§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

**§ 3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**§ 3.12.3** Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

**§ 3.12.4** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**§ 3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

**§ 3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

**§ 3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop

Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

### **§ 3.13 USE OF SITE**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### **§ 3.14 CUTTING AND PATCHING**

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

### **§ 3.15 CLEANING UP**

**§ 3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 ACCESS TO WORK**

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

### **§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

### **§ 3.18 INDEMNIFICATION**

**§ 3.18.1** To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a

party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## ARTICLE 4 ARCHITECT

### § 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

### § 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

### § 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed.

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However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

## § 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

## § 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

## § 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

### **§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

### **§ 6.2 MUTUAL RESPONSIBILITY**

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### § 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

### § 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

### § 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### § 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

### ARTICLE 8 TIME

#### § 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

## § 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

## § 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### § 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

### § 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon

compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

#### § 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### § 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the

Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

## § 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

## § 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

## § 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

### § 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

### § 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract

Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

### § 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in

whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

#### § 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

#### § 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

#### § 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

### ARTICLE 11 INSURANCE AND BONDS

#### § 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional

insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

#### **§ 11.2 OWNER'S LIABILITY INSURANCE**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

#### **§ 11.3 PROPERTY INSURANCE**

**§ 11.3.1** Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

**§ 11.3.1.1** Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

**§ 11.3.1.2** If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

**§ 11.3.1.3** If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

**§ 11.3.1.4** This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

**§ 11.3.1.5** Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

#### **§ 11.3.2 BOILER AND MACHINERY INSURANCE**

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

#### **§ 11.3.3 LOSS OF USE INSURANCE**

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

#### § 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

#### § 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

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§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **§ 12.1 UNCOVERING OF WORK**

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

### **§ 12.2 CORRECTION OF WORK**

#### **§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

#### **§ 12.2.2 AFTER SUBSTANTIAL COMPLETION**

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be

sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### **§ 12.3 ACCEPTANCE OF NONCONFORMING WORK**

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 GOVERNING LAW**

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### **§ 13.2 SUCCESSORS AND ASSIGNS**

**§ 13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 13.2.2** The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

### **§ 13.3 WRITTEN NOTICE**

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

### **§ 13.4 RIGHTS AND REMEDIES**

**§ 13.4.1** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

**§ 13.4.2** No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

### **§ 13.5 TESTS AND INSPECTIONS**

**§ 13.5.1** Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

**§ 13.5.2** If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

#### § 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

#### § 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

### ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

#### § 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

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## § 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

## § 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

## § 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

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## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 CLAIMS

#### § 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

#### § 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

#### § 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

#### § 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### § 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

#### § 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

### § 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### § 15.3 MEDIATION

~~§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.~~

~~§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~§ 15.3.3~~ The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

#### **§ 15.4 ARBITRATION**

~~§ 15.4.1~~ If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

~~§ 15.4.1.1~~ A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

~~§ 15.4.2~~ The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

~~§ 15.4.3~~ The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### **§ 15.4.4 CONSOLIDATION OR JOINDER**

~~§ 15.4.4.1~~ Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§ 15.4.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 15.4.4.3~~ The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Thomas Weems, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 10:28:53 ET on 04/29/2022 under Order No. 2114302556 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*

**PARKING LOT EXPANSION FOR  
EAST SIDE ELEMENTARY SCHOOL**

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**PARKING LOT EXPANSION FOR  
EAST SIDE ELEMENTARY SCHOOL**

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ELIZABETHTON CITY SCHOOLS**  
800 SIAM ROAD  
ELIZABETHTON, TENNESSEE 37643  
TWA PROJECT NO. 021-022

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C-1.1 NOTES  
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**END OF DOCUMENT**

**BID FORM ENVELOPE**

<b>PROJECT:</b>	Parking Lot Expansion For East Side Elementary School 800 Siam Road Elizabethton, Tennessee 37643
-----------------	--

<b>DESIGNER:</b>	Thomas Weems Architect 3203 Hanover Road Johnson City, Tennessee 37601
------------------	--

**RECEIVED**  
APR 14 2022  
By: 10:20 AM *fw*

<b>BID DEADLINE:</b>	Time: 2:00 PM Local Time	Date: April 14, 2022
----------------------	--------------------------	----------------------

**ANY BLANK SPACES MAY CAUSE BID TO BE UNACCEPTABLE AND REJECTED.**

**BIDDER IDENTIFICATION**

Bidder Name: SUMMERS-TAYLOR INC.

Bidder Address: 600 SEVIER ST. JOHNSON CITY, TN 37604

**TENNESSEE CONTRACTOR LICENSE INFORMATION**

Provide complete information if Licensed, or check here  If Bidder Unlicensed.

License Number: TN # 69

License Classification Applicable to Project: BC; HC-S; HC-D; HRA; MU

License Expiration Date: APRIL 30, 2023

Dollar Limit: \$ UNLIMITED

If work is required for trades listed below, list subcontractor(s) that will perform that work. If Bidder will perform that work with Bidder's own forces, fill in Bidder's name as subcontractor. If there is no work in a category, write "None Required" in the space.

If acceptance of alternate or combination of alternates changes subcontractor, so indicate. Provide state Contractor License number, expiration date, and applicable classifications for bidder and listed subcontractors.

If value of subcontractor's work is such that no license is required, and subcontractor is unlicensed, fill in "N/A" in the license number column, but still fill in name.

Provide all names in the same style as used for licensing and other legal transactions, without embellishment.

**SUBCONTRACTORS TO BE USED ON THIS PROJECT:**

Provide the following for each listed Subcontractor				
	Name	License Number	Expires	Classification
Electrical	<u>ACORN ELECTRICAL 403 ROCK HILL PINNEY FLATS TN</u>	<u>29586</u>	<u>12-31-22</u>	<u>CE UNLIMITED</u>
Plumbing	<u>"NONE REQUIRED"</u>			
HVAC	<u>"NONE REQUIRED"</u>			
GeoThermal	<u>"NONE REQUIRED"</u>			
Masonry	<u>"NONE REQUIRED"</u>			
Roofing	<u>"NONE REQUIRED"</u>			

**DOCUMENT 00 4100**

**BID FORM**

**TO:** Elizabethton City Schools  
804 South Watauga Avenue  
Elizabethton, Tennessee 37643

**PROJECT:** Parking Lot Expansion For  
East Side Elementary School  
800 Siam Road  
Elizabethton, Tennessee 37643  
TWA Project No.: 021-022

**DESIGNER:** Thomas Weems Architect  
3203 Hanover Road  
Johnson City, Tennessee 37601

**A. THE BIDDER ACKNOWLEDGES IN SUBMITTING THIS BID THAT:**

1. Bidder has received, read, and understands the Bidding Documents, has visited the site and become familiar with local conditions under which work is to be performed, has correlated observations with requirements of Bidding Documents, and makes this bid in accordance therewith.
2. Bidder understands the requirements for maintaining nearby vehicular and pedestrian traffic, and make this bid in accordance therewith, including provisions for maintaining all necessary precautions and safety measures to protect the public from the construction process.
3. The required Bid Security, in the amount of Five Percent (5%) of the total amount bid, is attached hereto.
4. Failure to complete Bid Form, provide required attachments, or comply otherwise with the Instructions to Bidders, may be cause for rejection of bid.
5. This Bidder has received the following addenda:

Addendum No. ONE Dated: 4-7- , 2022  
 Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ , 2022

6. The person who signs this bid on behalf of the Bidder is required to be legally empowered to bind the Bidder to a Contract.
7. Bidder has included in the Base Bid all project allowances as stipulated in the Schedule of Allowances in Section 01 2100 – Allowances, totaling Fifteen Thousand Dollars and Zero Cents (\$15,000.00).

**B. THIS BIDDER AGREES TO:**

1. Honor this bid for a period of sixty [60] days following the date of the scheduled opening of the bids.

2. Enter into and execute a contract, if presented on the basis of this bid, and furnish bond(s) and certificate(s) of insurance as required.
3. Accomplish the Work in accordance with the Contract Documents.
4. Bidder will achieve Substantial Completion of the Work within the following calendar days after a Notice to Proceed is issued: W/D

FORTY FIVE Days ( 45 )

5. Accept the Conditions for Liquidated Damages in the amount of Five Hundred Dollars (\$500.00) per calendar day.

**C. BID AMOUNT:**

1. Base Bid Amount: This Bidder agrees to complete the Work of the Base Bid for this project for the lump sum of (show amount in both words and figures):

THREE HUNDRED SIXTEEN THOUSAND, FOUR HUNDRED FORTY THREE & 00/100 Dollars: \$ 316,443.00

2. Allowances: Specified in Section 01 2100 – Allowances 3.1-A and 3.1-B:

Fifteen Thousand Dollars and Zero Cents.

Dollars: \$ 15,000.00

3. Unit Prices: The unit prices listed below and described in Section 01 2200 - Unit Prices, will apply throughout the project for changing work upon written instructions of the Architect:

Description	Unit of Measure	Quantity	Amount
Unit Price #1: Unsuitable Material Removal and Replacement	Cubic Yard	50 CY <u>40.00</u>	\$ <u>2,000.00</u>
Unit Price #2: Rock Removable and Replacement	Cubic Yard	50 CY <u>75.00</u>	\$ <u>3,750.00</u>

4. Total Base Bid: Total of Lines 1, 2 and 3:

THREE HUNDRED THIRTY SEVEN THOUSAND, ONE HUNDRED NINETY THREE & 00/100 Dollars: \$ 337,193.00

**THIS BID SUBMITTED BY:**

Authorized Signature:



Type or Print Name & Title:

DANNY MATTHEWS, PRESIDENT



Date: 4-14-22

On Behalf Of:

(Name of Bidder): SUMMERS-TAYLOR INC.

Bidders Address: 600 SEVIER ST.  
JOHNSON CITY TN 37604

(Mailing Address  
if Different): -

Bidders  
Telephone #: 423-543-3181

Bidders Contact  
Email: DANNYME.SUMMERSTAYLOR.COM

Required Attachments:

- Bid Form (00 4100) – [3] pages.
- 5% Bid Security.
- Compliance with Public Acts 587 and 844 (00 2455)
- Criminal History Records Check (00 2456)
- Copy of Bidders State Contractor's License.

**Bid Form 00 4100 must be signed by authorized representative of 'Bidder' to be considered valid.**

END OF DOCUMENT

# AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

Summers-Taylor, Inc.  
600 Sevier Street  
Johnson City, TN 37604

SURETY (Name, legal status and principal place of business):

Fidelity and Deposit Company of Maryland  
1299 Zurich Way, 5th Floor  
Schaumburg, IL 60196-1056

OWNER (Name, legal status and address):

Elizabethton City Schools  
804 South Watauga Avenue  
Elizabethton, TN 37643

Bond Amount: 5% Five Percent of Amount Bid

PROJECT : (Name, location or address, and Project number, if any):

Parking Lot Expansion for East Side Elementary School  
\_\_\_\_\_  
\_\_\_\_\_

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters in to a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed by the Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of April, 2022

Henry Carter  
(Witness)

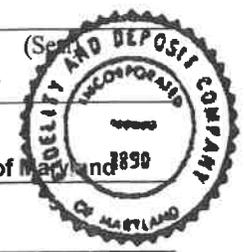


Summers-Taylor, Inc.

By: [Signature]  
(Principal)  
VICE PRESIDENT  
(Title)

Christie Swinney  
(Witness) Christie Swinney (Seal)

Fidelity and Deposit Company of Maryland  
(Surety)  
By: [Signature]  
(Title) Aaron Jensen, Attorney-in-Fact



Bond Number Bid Bond

Obligee Elizabethton City Schools

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Aaron Jensen, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

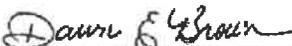
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 19th day of June, A.D. 2019.

ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

  
By: Robert D. Murray  
Vice President



  
By: Dawn E. Brown  
Secretary



State of Maryland  
County of Baltimore

On this 19th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn  
Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023



STATE OF TENNESSEE  
DEPARTMENT OF  
COMMERCE AND INSURANCE



SUMMERS-TAYLOR, INC.

377456  
ID NUMBER: 69  
LIC STATUS: ACTIVE  
EXPIRATION DATE: April 30, 2023

BOARD FOR LICENSING CONTRACTORS  
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS  
OF THE STATE OF TENNESSEE HAVE BEEN MET

SUMMERS-TAYLOR, INC.  
600 Sevier Street  
JOHNSON CITY, TN 37615

State of Tennessee

12539198

BOARD FOR LICENSING CONTRACTORS  
CONTRACTOR  
SUMMERS-TAYLOR, INC.

*This is to certify that all requirements of the State of Tennessee have been met.*

ID NUMBER: 69  
LIC STATUS: ACTIVE  
EXPIRATION DATE: April 30, 2023  
UNLIMITED; BC; HC-5; HC-D; HRA; MU



IN-1313  
DEPARTMENT OF  
COMMERCE AND INSURANCE

SECTION 00 2455

COMPLIANCE WITH PUBLIC ACTS 587 & 844  
(WORKER BACKGROUND CHECK FOR REGISTERED SEX OFFENDERS  
AND CONVICTION OF CERTAIN OTHER CRIMES)

Background Check Requirement for School System Suppliers:

In submitting this bid, you are certifying that you are aware of the requirements imposed by T.C.A. §49-5-413(d) as amended by Public Act 844, Senate Bill 2356 to conduct criminal history background checks through the Tennessee Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a Registered Sex Offender or has been convicted of the expanded list of disqualifying crimes to come in direct contact with children or to come on or about school property while students are present.

Date: APRIL 14, 20 22

Project Name: Parking Lot Expansion For  
East Side Elementary School  
800 Siam Road  
Elizabethton, Tennessee 37643  
TWA #021-022

Firm Name: SUMMERS-TAYLOR INC.

Name of Officer: DANNY MATTHEWS VICE PRESIDENT

Signature of Officer: [Handwritten Signature]

This Form Must Be Signed, Dated, Notarized and Included With Specification Section 01 4100, Bid Form.

END OF SECTION

STATE OF TENNESSEE:

COUNTY OF: WASHINGTON

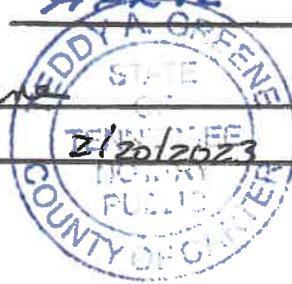
SUBSCRIBED AND SWORN BEFORE ME BY: DANNY MATTHEWS

PRINCIPAL OFFICER OF: SUMMERS-TAYLOR INC.

ON THIS 14TH DAY OF APRIL 2022

NOTARY PUBLIC: Jeddy A. Greene

MY COMMISSION EXPIRES: 2/20/2023







## Summers-Taylor, Inc.

600 Sevier Street  
Johnson City, TN 37604  
Phone (423) 543-3181  
www.summerstaylor.com

---

4/26/2022

Thomas Weems Architect  
3203 Hanover Road  
Johnson City, TN 37604

Attn: Katie Weinhold Hill

**RE: Eastside Parking VE Budget / Elizabethton City Schools**

As per your request, please see the following

Original Bid Amount:                   \$ 337,193.00

Deduct for the following, 4" Concrete Sidewalk, ADA Concrete Ramp, Trench Drain Frame & Grate for the Concrete Flume, Concrete Parking Blocks, Fence, Electrical, Concrete Island. The Concrete Island Area will be Curbed, Topsoiled & Seeded. (-\$88,214.00)

The New Revised Amount: \$ 248,979.00

Pricing is based on the attached drawing CA100.

As discussed, Summers-Taylor, Inc. will make every effort to complete the project within the time allowed.

Material availability and delivery are a problem now, as with all construction materials.

If this becomes the case, we ask the liquidated damages, will be waived.

Sincerely,

Kenny Carter





# AIA® Document A101® – 2017

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the First day of May in the year Two Thousand Twenty Two  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

Elizabethton City Schools  
804 South Watauga Avenue  
Elizabethton, Tennessee 37643  
Telephone: 423-547-8000

and the Contractor:  
(Name, legal status, address and other information)

Summers-Taylor, Inc.  
600 Sevier Street  
Johnson City, Tennessee 37604  
Telephone 423-543-3181

for the following Project:  
(Name, location and detailed description)

Parking Lot Expansion For:  
East Side Elementary School  
800 Siam Road  
Elizabethton, Tennessee 37643  
TWA Project #021-022

The Architect:  
(Name, legal status, address and other information)

Thomas Weems Architect  
3203 Hanover Road  
Johnson City, Tennessee 37604  
Telephone 423-282-2700

The Owner and Contractor agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

## TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
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### EXHIBIT A INSURANCE AND BONDS

#### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

#### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

#### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

To be fixed in a Written Notice to Proceed issued by the Owner.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

Init.

/

[  ] Not later than Forty Five ( 45 ) calendar days from the date of commencement of the Work.  
 [ - ] ~~By the following date:~~

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

<b>Portion of Work</b> <u>Entire Project</u>	<b>Substantial Completion Date</b> <u>Forty Five (45) Calendar Days from Written Notice to Proceed.</u>
---	--

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

If availability and delivery of construction materials delay the Project liquidated damages will be waived.

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Two Hundred Forty Eight Thousand Nine Hundred Seventy Nine Dollars and Zero Cents (\$ 248,979.00 ), subject to additions and deductions as provided in the Contract Documents.

<b>Item</b> <u>Base Bid Amount</u>	<b>Price</b> <u>\$337,193.00</u>
<u>VE Cost Reductions</u>	<u>(\$88,214.00)</u>
<u>Contract Sum</u>	<u>\$248,979.00</u>
<u>N / A</u>	<u>N / A</u>

**§ 4.2 Alternates**

~~§ 4.2.1 Alternates, if any, included in the Contract Sum:~~

<b>Item</b>	<b>Price</b>
-------------	--------------

~~§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)~~

<b>Item</b>	<b>Price</b>	<b>Conditions for Acceptance</b>
-------------	--------------	----------------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:  
 (Identify each allowance.)

<b>Item</b> <u>Allowance #1: Owner’s Contingency Allowance</u>	<b>Price</b> <u>\$10,000.00</u>
<u>Allowance #2: Testing and Inspection Services</u>	<u>\$5,000.00</u>

§ 4.4 Unit prices, if any:  
 (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
<u>Unit Price #1: Unsuitable Material Removal and Replacement</u>	<u>50 Cubic Yards</u>	<u>\$2,000.00</u>
<u>Unit Price #2: Rock Removal and Replacement</u>	<u>50 Cubic Yards</u>	<u>\$3,750.00</u>

**§ 4.5** Liquidated damages, if any:  
*(Insert terms and conditions for liquidated damages, if any.)*

Owner and Contractor recognize that time is of the essence of this agreement and that the Owner will suffer financial loss and inconvenience if Substantial Completion has not been reached on or before the date established in the Agreement. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the Owner if the work is not completed on time. Accordingly, instead of requiring proof, Owner and Contractor agree that as liquidated damages for delay, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for EACH CALENDAR DAY that expires after the time specified. The Owner and Contractor agree and further stipulate that the agreed upon sum is not a penalty, but rather a reasonable measure of damages, based upon the parties' experience in their industries and given the nature of the damages that may result from delay. The Owner and Contractor further recognize that the completion dates for the two phases of this project are independent from each other and that, therefore, liquidated damages shall apply independently to each phase and, if the delays for completion of each phase overlap, the liquidated damages shall be additive.

**§ 4.6** Other:  
*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

N / A

## **ARTICLE 5 PAYMENTS**

### **§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

One Calendar Month.

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the Last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Twenty First day of the Following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty ( 30 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

Init.

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**User Notes:**

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§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Five Percent (5%).

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.2 Final Payment**

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

Thirty Calendar Days (30).

**§ 5.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

~~%~~ Legal prevailing rate in Johnson City, Tennessee.

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

N / A

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows: *(Check the appropriate box.)*

~~Arbitration pursuant to Section 15.4 of AIA Document A201–2017~~

Other (Specify)

~~Litigation in a court of competent jurisdiction~~

~~Other (Specify)~~

Court of competent jurisdiction in either Washington County, Tennessee or Federal District Court in Greeneville, Tennessee.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

Init.

**ARTICLE 7 TERMINATION OR SUSPENSION**

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

N / A

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:  
*(Name, address, email address, and other information)*

Mr. Richard Van Huss, Director  
Elizabethton City Schools  
804 South Watauga Avenue  
Elizabethton, Tennessee 37643  
Telephone: 423-547-8000

§ 8.3 The Contractor’s representative:  
*(Name, address, email address, and other information)*

Mr. Danny Matthew, Vice-President  
Summers-Taylor, Inc.  
600 Sevier Street  
Johnson City, Tennessee 37604  
Telephone 423-543-3181

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

**§ 8.5 Insurance and Bonds**

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, ~~Exhibit A, Insurance and Bonds,~~ and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document ~~A101™–2017 Exhibit A,~~ A101™–2017, and elsewhere in the Contract Documents.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)*

<b>Type of insurance or bond</b>	<b>Limit of liability or bond amount (\$0.00)</b>
<u>Bid Bond</u>	<u>Five Percent (5.00%) of highest possible bid amount</u>
<u>AIA A312 Performance Bond</u>	<u>Equal to the amount of the contract sum</u>
<u>AIA A312 Labor and Material Payment Bond</u>	<u>Equal to the amount of the contract sum</u>

**§ 8.6** Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:  
*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

**§ 8.7** Other provisions:

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 9.1** This Agreement is comprised of the following documents:

- ~~.1~~ AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- ~~.2~~ AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- ~~.3~~ AIA Document A201™–2017, **.3** AIA Document A201™–2007, General Conditions of the Contract for Construction
- ~~.4~~ AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
 (Insert the date of the E203–2013 incorporated into this Agreement.)

~~.5~~ Drawings

<b>Number</b>	<b>Title</b>	<b>Date</b>
<u>Exhibit 'B'</u>	<u>Section 00 0115 – List of Drawings</u>	<u>March 8, 2022</u>

~~.6~~ Specifications

<b>Section</b>	<b>Title</b>	<b>Date</b>	<b>Pages</b>
<u>Exhibit 'A'</u>	<u>Section TOC – Table of Contents</u>	<u>March 8, 2022</u>	<u>194</u>

~~.7~~ Addenda, if any:

<b>Number</b>	<b>Date</b>	<b>Pages</b>
---------------	-------------	--------------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

~~.8~~ Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

~~[ ]~~ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204–2017 incorporated into this Agreement.)

Init.

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
<u>00 7200</u>	<u>General Conditions</u>	<u>March 8, 2022</u>	<u>1</u>
<u>00 7300</u>	<u>Supplementary General Conditions</u>	<u>March 15, 2021</u>	<u>4</u>

.9 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

Exhibit C – State Contractor's Licensing Information Bid Envelope Form

Exhibit D – Bid Form

Exhibit E – Bid Bond

Exhibit F – Summers-Taylor, Inc. State of Tennessee Contractor's License

Exhibit G – Compliance with Public Acts 587 and 844 – Worker Back Ground Check for Registered Sex Offenders and Conviction of Certain Other Crimes

Exhibit H – Tennessee Criminal History Records Check, Tennessee Code Annotated, Section 49-5-413

Exhibit I – Summers-Taylor, Inc. East Side Parking VE Budget Letter dated April 26, 2022

Exhibit J – TWA Red Lined Drawing CA100 for VE Budgeting

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** (Signature)

Mr. Richard Van Huss, Director  
Elizabethton City Schools  
(Printed name and title)

\_\_\_\_\_  
**CONTRACTOR** (Signature)

Mr. Danny Matthews, Vice President  
Summers-Taylor, Inc.  
(Printed name and title)

Init.

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**User Notes:**

(808728419)

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Thomas Weems, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 13:35:27 ET on 05/10/2022 under Order No. 2114302556 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*

# **CONTRACT**

**Between**

**Elizabethton City School System**

**And**

**Physical Therapy Services, P.A.**

This contract by and between the Elizabethton Cit School System (ECSS)and Physical Therapy Services, P.A. (PTS)

Witnesseth, in consideration of the mutual promises here in contained, the parties have agreed and do hereby enter into this contract, according to the provisions set out herein.

PTS agrees to provide physical therapy and occupational therapy as requested by ECSS including homebound students.

1. Evaluate students referred for physical therapy and occupational therapy services, and consult with the student's physician as necessary.
2. Plan and implement treatment and/or management programs in accordance with the IEP of the student.
3. Interpret medical reports, physical therapy/ occupational therapy treatment plan for teachers and other appropriate educational staff and parents.
4. Provide written evaluation treatment reports.
5. Consult with school personnel as requested by the ECSS Supervisor.
6. Maintain written records of all activities relate to students.

ECSSS agrees to compensate the Contractor as follows:

1. Rate of compensation for services shall be Twenty-five (\$25.00) per 15 minute unit. Where applicable, PTS will bill the insurance of the student for the visit rather than ECS.
2. Payment to PTS shall be made in accordance to the rate set out above, but only after an invoice is submitted and services are satisfactorily completed and documented.

The parties further agree that the following shall be essential terms and conditions of this contract:

1. The terms of this contract shall be from August 1, 2022 through June 31, 2027 (five years and may be extended by written agreement of both parties at any time during the course of this contract.
2. This contract may be terminated by either party due to the loss of licensure to practice physical therapy/occupational therapy by therapists assigned to ECSS. In that event, PTS shall be entitled to reassign physical therapists/ occupational therapists to ECSS. In the event of contract cancellation, PTS shall be entitled to just and equitable compensation for any satisfactory work completed as of the termination date.
3. No person on the grounds of handicap, race, color, religion, sex, or national origin will be excluded from participation in or be denied benefits of or be otherwise subjected to discrimination.
4. PTS shall not assign this contract or enter into subcontracting for any of the work described herein without obtaining the prior written consent of ECSS.
5. PTS agrees to carry adequate professional liability insurance and other appropriate forms of insurance and to pay all taxes incident hereunto. ECSS shall have no liability except as specifically provided in this contract.

This contract shall commence at the beginning of the 2022-2023 school year. This contract may be extended upon mutual agreement of both parties.

---

Elizabethton City School System

Date

*Darrell Smith A, DPT*

*1/28/22*

Physical Therapy Services, P.A.

Date

## CONTRACTUAL AGREEMENT

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Elizabethton City Schools, (herein referred to as "Board of Education"), 804 South Watauga Ave, Elizabethton, TN 37643, and Deborah L. Curlee Communication Consultants, LLC, d/b/a Sidekick Therapy Partners, P.O. Box 32652, Knoxville, TN 37930-2652 (herein referred to as "Sidekick".)

WHEREAS, Board of Education is subject to and does operate in accordance with the requirements of the Individuals with Disabilities Education Act; and

WHEREAS, Board of Education has the authority to contract for services from suitable agencies having appropriate programs, capacity, and competence where necessary to provide appropriate special education services to students; and

WHEREAS, Board of Education, in order to provide a proper, comprehensive, and well implemented special education program, finds it desirable to contract for these services through an outside agency; and

WHEREAS, Sidekick is an agency having appropriate programs, capacity and competence to provide certain special education services for children who are the responsibility of the Board of Education.

NOW, THEREFORE, in consideration of the mutual benefits to be received by both parties hereto and certain other consideration, some of which is hereafter set out, and the sufficiency of all which is hereby acknowledged, Board of Education and Sidekick agree as follows:

The term of this agreement shall be for the 2022 - 2023 school year.

1. Elizabethton City Schools shall develop an Individualized Educational Program (IEP) which will be specifically designed to meet the unique needs of each child enrolled with provision for all support materials, equipment and services necessary for their education and which meets the requirements of State and Federal regulations and law. This special education program that is the responsibility of the Board of Education shall include:

- (a) A statement of the child's present levels of educational performance.
- (b) A statement of the annual goals which describe the educational performance to be achieved by the end of the school year.
- (c) A statement of short-term instructional objectives.
- (d) A statement of the specific educational related services needed by the child.
- (e) The date when these services will begin and the length of time the services will be given.
- (f) A description of the extent to which the child will participate in regular education programs, if any.
- (g) A justification for the type of educational placement which the child will have.
- (h) The persons responsible for the implementation of the IEP.
- (i) Objectives, criteria, evaluation procedures, and schedules for determining on at least an annual basis, whether the short-term instructional objectives are being achieved.
- (j) Progress reports shall be sent to the parents every 9 weeks.

(k) The programs of the child shall not be terminated without an IEP Team meeting which results in agreement eligibility or non-eligibility services on the IEP.

2. The Board of Education ensures that the rights and privileges available to children attending schools of the Board of Education shall be available to the children served by Sidekick, including the process procedures, protection in evaluation procedures, least restrictive environment, and confidentiality of information. Sidekick and the Board of Education acknowledge and agree that Sidekick is not rendering services under this agreement in any facility owned or leased by Sidekick and that such services will be rendered only in the schools or other locations agreed upon by Sidekick and the Board of Education.

3. (a) Board of Education agrees----for as long as Sidekick therapists are available to serve Board of Education's TennCare-covered, eligible, and qualified students ("TennCare Students") at the therapist's assigned school location----that Sidekick will be the sole and exclusive provider of therapy services at that school location for any TennCare Students whose therapy services are billed to a TennCare insurance company ("MCO").

(b) Board of Education agrees that Sidekick will be the sole and exclusive provider of therapy services to TennCare Students that are billed to any TennCare MCO at the school locations listed below (the "School Locations") as well as another other school locations where Sidekick's therapist's may be requested to provide services in the future:

- Elizabethton High School
- T. A. Dugger Jr. High School
- East Side Elementary School
- Harold McCormick Elementary School
- West Side Elementary School
- Wandell Early Learning Center

Board of Education will refer all TennCare Students at the School Locations to Sidekick for services that can be billed to a TennCare MCO and will not serve such students with its own employees. If Sidekick's therapists do not have time available on their schedule to serve the referred TennCare Student, Sidekick will promptly notify Board of Education that Sidekick cannot provide services. Upon receipt of such notification, Board of Education may begin serving such student with Board of Education employees and---after Sidekick has declined services due to lack of therapist availability---may also bill the TennCare MCO for such services.

(c) Any Sidekick speech and language services will be provided by qualified speech-language pathologists ("SLP" or "SLPs") who have a Master's Degree and their Certificate of Clinical Competency or are completing their Clinical Fellowship period. All Sidekick kick SLPs are licensed or registered as healthcare providers with the State Department of Health Board of Communication Disorders and Sciences.

SLPs may be referred to individually as a "Therapist" or collectively as "Therapists".

Sidekick will make reasonable commercial efforts to meet the anticipated TennCare and "school pay" caseload at the School Locations. If Sidekick cannot provide a sufficient number of therapists at a

specific school to meet the caseload at that location, then either Sidekick or Board of Education may reduce Sidekick's services at the affected school to the extent Sidekick therapists are not available to serve that specific location. In the case of such a reduction at a specific school location due to the lack of availability of Sidekick therapists, Board of Education therapists may serve the TennCare Students previously served by Sidekick (or who cannot be served by Sidekick) and may bill the TennCare MCO for services to those students.

(d) As the school year progresses, Board of Education agrees that it will promptly assign other TennCare Students at the School Locations to Sidekick who have therapy services specified in their IEPs, when and to the extent such TennCare Students become available. (The purpose of such assignments throughout the year is to maintain or expand the caseload of Sidekick's therapists in the School Locations.)

(e) With respect to TennCare Students in the School Locations served by Sidekick therapists, Board of Education agrees that it will not refer those students to any other provider or third party TennCare billing / consulting company ("Other Providers"). It is the intention of the parties that Sidekick will continue to work with Board of Education to obtain TennCare MCO authorizations for services, Doctors Orders, IEPs, Parental Consents to release the IEP, and the like, in connection with all of the TennCare Students Sidekick serves in the School Locations and that any arrangements the Board of Education has with Other Providers will not interfere with Sidekick's services under this Agreement or interfere with Sidekick's therapists serving their own caseload in the School Locations. In the event Sidekick cannot serve a TennCare Student due to the lack of availability of a Sidekick therapist, then Board of Education may refer such student to Other Providers for assistance in dealing with the TennCare MCO in connection with services to be provided by Board of Education's own therapists.

#### 4. **Mileage and "School Pay" Services:**

(a) Board of Education will pay Sidekick a mileage reimbursement rate of twenty six (26) cents per mile per therapist per day, during the regular school year and during the school summer session (if Sidekick is requested to provide summer services). Mileage shall be calculated as (i) the distance between Sidekick's Knoxville office and the schools that Sidekick can serve in Elizabethton City or (ii) the distance between the residence of Sidekick's therapist and the schools served, whichever is less. Such mileage reimbursement rate of 26 cents a mile also includes any travel within Elizabethton City if Sidekick's therapist is traveling to more than one school in a day.

(b) At Board of Education's request and as mutually agreed by Sidekick, "school pay" services may be provided for students whose services cannot be billed to a TennCare MCO. These services can be provided in-person or via teletherapy and, any activity not reimbursed and required by TennCare, will be billed at the School Pay rate, including but not limited to (i) clinical services in individual or group therapy sessions (as requested) and evaluations or re-evaluations, and (ii) "educational" services (as requested) not covered by TennCare MCOs or other insurance companies. Board of Education will pay:

- a. **\$60.00 per hour** for speech-language therapy services (or **\$15.00 for any 15-minute** increment thereof)

- (c) Sidekick's providing "school pay" services (if requested by Board of Education) is subject to mutual agreement of the parties and the availability of Sidekick's therapists to provide such services after giving priority to and serving their caseload of TennCare-covered students. Board of Education understands and agrees that since Board of Education is under no obligation to request "school pay" services under this Agreement that if and when such services may be requested, Sidekick's therapists may have limited or no time available to provide such services.
5. Sidekick will submit monthly invoices for mileage reimbursements with the Board of Education agreeing to reimburse Sidekick within 30 days of the date of receipt of the invoice
6. Sidekick agrees to provide professional liability coverage for its employees serving Board of Education during the term of this agreement.
7. Board of Education will provide Sidekick with consent forms to begin the process of determining if students qualify for services. Board of Education will provide services until notification has been provided by Sidekick that eligibility in TennCare is legitimate and has been approved for authorization. Board of Education will furnish Sidekick with each student's IEP (a copy) goals by the start of the school year, so that the goals are clearly communicated to Sidekick's staff. If Board of Education does not furnish copies of IEP goal sheets by the start of the school year, and Sidekick's therapists have to pull and copy such IEPs to have before serving such children, a charge of \$6 will be charged to Board of Education to defray the cost of locating and copying such materials.
8. Sidekick shall submit to the Board of Education reports specifying the progress of each child in achieving the short term objectives specified in his/her IEP. Sidekick will update goals and objectives for each student served, at least, every nine weeks or as deemed necessary on Board of Education forms. There will be no charge for progress reports prepared for TennCare-covered students.
9. Sidekick will be responsible for all TennCare paperwork of qualifying children.
10. Board of Education agrees that, should a child's therapy or language therapy sessions submitted to TennCare be denied for eligibility or changing TennCare carriers that they will reimburse Sidekick at \$20.00 per session for no more than 5 such sessions per child. Sidekick will immediately stop serving such children if, for any reason, there is a denial of their TennCare coverage, and it will be the Board's responsibility to have its own therapist incorporate such child into their school caseload.
11. (a) Sidekick shall require all current employees providing services to the Board of Education under this contract to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and/or the Federal Bureau of Investigation prior to permitting the employee to have contact with school children or enter the school grounds.
- (b) Sidekick will not allow an employee providing services to the Board of Education under this contract to come in direct contact with school children or enter the grounds of a school when children are present until the criminal history records check has been conducted.
- (c) Sidekick shall not allow an employee providing services to the Board of Education under this contract to come in direct contact with school children or with children in a child care program or enter the grounds of a school or child care center when children are present if the criminal

history records check indicates the employer or employee has been convicted of an offense that is classified as a sexual offense or the employee has been convicted as a violent sexual offender as defined in Tennessee Code Annotated § 40-39 - 2002.

12. Sidekick agrees to hold the Board of Education harmless on account of any and all claims by third parties for damages due to personal injuries or property damage, arising from a school child using any premises owned or leased by Sidekick, including the use of materials provided by Sidekick for such child, except when such injuries or damages arise in whole or in part on account of the acts or omissions or negligence of the Board of Education. Any obligation of Sidekick to indemnify and hold the Board of Education harmless is limited to the terms of Sidekick's applicable liability insurance.

13. With respect to services provided by Sidekick to school children under this contract, Board of the Education and Sidekick will work cooperatively to ensure that the rights and privileges available to children attending schools of the Board of Education shall be available to children served by Sidekick, including, to the extent applicable to Sidekick and the services provided to the Board of Education under this agreement, due process procedures, protection in evaluation procedures, least restrictive environment, and confidentiality of information.

14. In the event Board of Education identifies a student with an IEP, who requires teletherapy services from a Therapist, Board of Education may request that Sidekick provide teletherapy services to that student in the home or in school. Sidekick will provide services to the student throughout the year, including over holidays/breaks, if able to schedule. Consistent with students who are seen in-person in school, Sidekick will charge TennCare (in the case of a student covered by TennCare) or will charge Board of Education (in the case of a student not covered by TennCare) for these teletherapy sessions. For students seen by Sidekick via teletherapy, Sidekick will not charge Board of Education additional charges beyond what is listed and applicable under this Agreement between Board of Education and Sidekick for the school year. Sidekick will provide services to the student throughout the year and over holidays/breaks if able to schedule. Sidekick will submit monthly invoices for teletherapy services rendered, with the Board of Education agreeing to reimburse Sidekick for such charges within 30 days of receipt of the invoice.

If Board of Education wishes for its own Therapists to use Sidekick's Cue teletherapy platform, Sidekick will provide such access at \$55 per therapist per month.

15. If due to a change in applicable law or regulation or the interpretation thereof by any court, government agency, authority, or other entity that renders any provision of this Agreement unlawful, unenforceable, economically or administratively impracticable or difficult of performance (a "Law Change"), the parties shall initiate good faith negotiations to amend this Agreement to eliminate the adverse effects of such Law Change. If either party determines that the parties are unlikely to agree upon and make alterations to this Agreement to eliminate the adverse effect of the Law Change, or alternatively, either party determines that alterations to meet such requirements are not commercially practicable, reasonable, and satisfactory, then such party may terminate the Agreement on thirty (30) days prior written notice to the other party. A "Law Change" also includes any change by (i) a Federal, State, or local legislative, regulatory, judicial, or administrative authority, or (ii) any TennCare Managed Care Organization ("MCO") or other third party payor with respect to: clinical or other services provided pursuant to this Agreement, MCO requirements regarding eligibility or qualification for healthcare services, MCO procedures for authorizing, approving, billing or providing payment for healthcare

services (including the amount of payment or method of payment), or any other changes that adversely affect the arrangements and services provided to school system students pursuant to this Agreement.

16. School system will not employ or receive services, either directly or indirectly (including services provided through a third party), from any therapist formerly employed by Sidekick for one year following the termination or expiration of this Agreement or cessation of such therapist's employment with Sidekick, whichever is earlier.

17. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed facsimile or email transmission shall be as effective as delivery of a manually executed counterpart.

18. Board of Education acknowledges that Sidekick is recruiting and assigning therapists in anticipation that they will be providing services to school system for the entire public school year and that this agreement will continue for the entire school year. Accordingly, in the event of a breach of this Agreement, either party (the "Sending Party") may terminate this Agreement, provided the Sending Party (i) has given the other party (the "Receiving Party") prior written notice sent by first class registered or certified mail (return receipt requested) detailing the basis for the proposed termination and specifying the scheduled termination date, and (ii) has given the Receiving Party an opportunity to provide a reasonable remedy or cure within 10 business days after receipt of the notice. If the Receiving Party fails to provide a reasonable remedy or cure, then the Agreement will terminate, and if the cause is remedied or cured to within 10 business days to the reasonable satisfaction of the Sending Party, then the notice will be deemed to be withdrawn and the contract will continue as if no notice had been given. The parties agree to work together in good faith to effect a remedy or cure of any matter that is the subject of a notice pursuant to this paragraph and to keep the other party fully informed: regarding the Receiving Party's corrective action plan, the status of any corrective actions by the Receiving Party, and whether the planned or completed corrective actions are reasonably satisfactory to the Sending Party.

19. Sidekick and Board of Education agree to work cooperatively and maintain open communications so that any concerns, questions, or issues ("Issue") that may arise are identified, promptly communicated to the other party, and resolved through discussions and corrective action. If any Issue arises, the affected party (the "Affected Party") will promptly send an email to the other party (the "Receiver") describing the matter and requesting the Receiver to take corrective action as expeditiously as practicable. Upon completion of the corrective action, the Receiver will send a "close out" email to the Affected Party, confirming that corrective action has been taken. The Issue will be considered resolved unless Affected Party sends a reply email to the Receiver within 15 days stating that the Issue remains unresolved, in which case the parties will consult regarding the resolution of the Issue.

20. **DISCRIMINATION:** No person shall on the grounds of race, color, national origin, sex, age or ability to pay, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity operated by Sidekick or the Board of Education, it being the intention of Sidekick and the Board of Education to bind all agencies, disbursing units, or organizations, operating under its jurisdiction and control to fully comply with and abide by the spirit and intent of the Civil Rights Act of 1964.

Sidekick shall not discriminate against any applicant for employment because of race, color, religion, or natural origin.

In Witness Whereof:

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Richard VanHuss, Director  
Elizabethton City Schools

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Date

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Justin Graham, President  
Deborah L. Curlee Communication Consultants, LLC  
dba Sidekick Therapy Partners

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Date

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

**FUND 141 GENERAL PURPOSE**

**BIDS AND PURCHASES OVER \$25,000**

**DEPARTMENT:** MAINTENANCE OF PLANT

**SUBJECT:** RFP 2022-2023-LAWN, LAWN MAINTENANCE SERVICES

**SUMMARY:** Proposals were advertised and solicited for LAWN MAINTENANCE SERVICES for all locations of Elizabethton City Schools. Five (5) proposals were received and three (3) were deemed to be acceptable per the specifications contained in the proposal document. Proposals were opened at 8:45 a.m. on Monday, May 2, 2022. Results were as follows:

<b>BIDDER</b>	<b>ANNUAL COST</b>
G & R Lawn Care	\$92,595
Sycamore Gardens Lawn Services	\$92,810
Cliff's Edge Lawn Care	\$153,200

**ACCOUNT**

**FUNDING:** Account code 141-72620-399  
Other Contracted Services

**RECOMMENDATION:** Richard VanHuss, Director of Schools and Joey Trent, Director of Facilities, have reviewed the proposals. It is their recommendation that the school system contract with G & R Lawn Care for the fiscal year of July 1, 2022 - June 30, 2023 in the amount of \$92,595 with the option to renew the contract for four additional years per conditions contained in the proposal document.

**NECESSARY**

**BOARD ACTION:** Motion to award RFP 2022-2023-LAWN for Lawn Maintenance Services to G & R Lawn Care for the fiscal year of July 1, 2022 - June 30, 2023 in the annual amount of \$92,595.

**APPROVED BY ELIZABETHTON BOARD OF EDUCATION:**

\_\_\_\_\_  
Eddie Pless, Chair

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE



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5/10/2022

## Elizabethton City Schools

### Elizabethton High School

Walk-Ins -2 visits per year: \$2,275 (annual price)

Reach-Ins -2 visits per year: \$1,055

Ice Machine- 2 cleanings per year: \$1,285

Ice Machine -3x cleanings per year: \$1,709

### East Side Elementary

Walk-In Freezer -2 visits per year: \$1,434

Reach-Ins -2 visits per year: \$1,173

Ice Machine- 2 cleanings per year: \$1,015

Ice Machine -3x cleanings per year: \$1,346

### West Side Elementary

Walk-Ins -2 visits per year: \$1,330

Reach-Ins -2 visits per year: \$1,251

Ice Machine- 2 cleanings per year: \$1,015

Ice Machine -3x cleanings per year: \$1,346

### Harold McCormick Elementary

Walk-Ins -2 visits per year: \$1,521

Reach-Ins -2 visits per year: \$426

Ice Machine- 2 cleanings per year: \$1,015

Ice Machine -3x cleanings per year: \$1,346

### TA Dugger Jr High

Walk-In Freezer -2 visits per year: \$1,117

Reach-Ins -2 visits per year: \$1,063

Ice Machine- 2 cleanings per year: \$1,149

Ice Machine -3x cleanings per year: \$1,494

CMS  
P.O. Box 701  
Blountville, TN 37617

CMS  
10521 Research Drive, Suite 106  
Knoxville, TN 37932

CMS  
2821 Maiden Highway  
Lincolnton, NC 28092



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5/10/2022

## Elizabethton City Schools (Richie's part)

### Elizabethton High School

Walk-Ins -2 visits per year: \$1,418 (annual price)

Reach-Ins -2 visits per year: \$991

Ice Machine- 2 cleanings per year: \$1,952

Ice Machine -3x cleanings per year: \$2,390

### Central Office

Ice Machine- 2 cleanings per year: \$944

Ice Machine -3x cleanings per year: \$1,289

### All agreements include:

*Emergency Response time of 2 hours, Priority Service and Discounted hourly rates.*

**\*\*This price is good for 30 days.**

CMS  
P.O. Box 701  
Blountville, TN 37617

CMS  
10521 Research Drive, Suite 106  
Knoxville, TN 37932

CMS  
2821 Maiden Highway  
Lincolnton, NC 28092

**All agreements include:**

*Emergency Response time of 2 hours, Priority Service and Discounted hourly rates.*

Payments can be made monthly, bi-monthly, quarterly, semi-annually, or annually.

\*\*This price is good for 30 days.

**Preventative Maintenance includes:**

Mileage and on-site labor required to clean, align, calibrate, tighten, adjust, and lubricate are included.

These activities are intended to extend equipment life and assure proper operating condition and efficiency.

Typical activities include:

- 1) **CLEANING** coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes, etc.
- 2) **ALIGNING** belt drives; drive couplings; coil fins, etc.
- 3) **CALIBRATING** safety controls; temperature and pressure controls, etc. 4) **TIGHTENING** electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections, etc.
- 5) **ADJUSTING** belt tension; superheat; fan RPM; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.
- 6) **LUBRICATING** motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.
- 7) **MATERIALS** belts, filters, lubricants, and solvents.
- 8) **TESTING** for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; water condition; flue gas analysis; safety controls, combustion, and draft; crankcase heaters, etc.
- 9) **INSPECTING** for worn, failed or doubtful parts; mountings, drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks.

**Amy Adkins**

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