

ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION

REGULAR SCHEDULED MEETING

Thursday, April 18, 2024, @ 5:30 PM

Board Members

Eddie Pless | Phil Isaacs | Danny O'Quinn | Edwin Alexander | Jamie Schaff
Hannah McCoy (Student Liaison)

The Elizabethton Board of Education will meet on Thursday, April 18, 2024, at 5:30 PM in the Mack Pierce Board Room, 804 South Watauga Ave , Elizabethton, TN 37643.

1. **CALL TO ORDER**
2. **MOMENT OF SILENCE**
3. **PLEDGE TO THE FLAG**
4. **APPROVE CONSENT AGENDA AND REGULAR AGENDA**
5. **TIME FOR CITIZENS TO SPEAK**
6. **SPECIAL RECOGNITION**
 - A. Elizabethton High School Girls' Basketball Team
 - B. Mr. Jerry Agan and students who built the shot-put throwing area.
 - C. Elizabethton High School Mock Trial Teams
 - D. Elizabethton High School students who attended the Annual SCOPE Conference in Nashville.
7. **CONSENT AGENDA**
 - A. Minutes of Regular Meeting: Date. March 21, 2024
 - B. Approve General Purpose Fund Financial Statement, Date-March 2024
 - C. Approve Federal Projects Fund Financial Statement, Date-March 2024
 - D. Approve School Nutrition Fund Financial Statement, Date-March 2024
 - E. Approve to ratify the renewal of a 3-year controls service agreement between Trane U.S, Inc. and Elizabethton City Schools for the total contract amount of \$19,785.00.
 - F. Approve for the Elizabethton High School Girls' Basketball team to travel to Destin, Florida by plane from December 26-31, 2024.
 - G. Approve Request for Property/Equipment Sale/Disposal
 - H. Rescind construction management selection of Preston Construction to complete construction of the Dave Rider Center for Athletic Performance at Elizabethton High School.
 - I. Approve Escrow Account with Burleson Construction for the Dave Rider Center for Athletic Performance at Elizabethton High School.
8. **REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS**

A. Personnel Report

NEW HIRES:

Alex Ingram- Assistant Girls Basketball Coach @ EHS-effective 4/2/2024

ADDITIONAL POSITION:

Jacey Fair- Substitute Teacher-effective 4/4/2024

Colby Garland-ESP Student Leader-effective 4/10/2024

Jayden LaRoche-ESP Student Leader-effective 4/10/2024

TRANSFERS:

Chelsie Isaacs-Coordinated School Health/Social & Family Resource Supervisor-effective 4/1/2024

Wendy Kelley-Substitute Cook to Part-time Cook @ TAD-effective 4/9/2024

Alexis Bier-TNAC Interim Teacher- TNAC Assistant @ ESE-effective 4/11/2024

Selina Stout- Interim K Teacher - TNAC Teacher @ ESE-effective 4/1/2024

Sara Perry-part-time to full-time cafeteria personnel @ TAD-effective 4/2/2024

RESIGNATIONS:

Loretta Hileman-Substitute Teacher-effective 3/8/2024

Kathryn Daugherty-Teacher @ HME-effective 5/22/2024

Abigail Johnston-ESP Student Leader-effective 4/5/2024

Hannah Slagle-WELC Secretary-effective 5/23/2024

Vickie Livingston-Teacher @ HME-effective 4/22/2024

Alex Ingram-Asst.Girls Basketball Coach @ TAD-effective 4/1/2024

Garry Smith-Asst. Girls Basketball Coach @EHS-effective 4/1/2024

Matthew Clemson-Asst. Boys Basketball Coach@ EHS-effective 4/17/2024

TERMINATIONS:

LEAVE OF ABSENCE:

Casey Waters-effective 3/19/2024-5/22/2024

Rachel Williams-Intermittent-effective 3/6/2024-6/3/2024

RETIREEES:

Leslee Bradley-Teacher-effective 5/23/2024

Debbie Gouge-Teacher-effective 5/23/2024

Lynn Lewis-Teacher-effective 5/23/2024

Chris Lockhart-Band Director-effective 5/23/2024

Roberta Naholowaa-Teacher-effective 6/29/2024

B. Director's Update

C. Board Member Reports

D. City Council Liaison's Report

E. Student Liaison's Report

9. **REGULAR AGENDA**

A. Approve first reading of Board Policy 1.407 School District Records.

B. Approve the Student Affiliation agreement between Ballad Health and Elizabethton High School for Health Science students.

- C. Approve the creation of a full-time administrative assistant position to support the work of the Coordinated School Health Program and manage logistics at the Community Development and Engagement Center.
- D. Approve construction management selection of Burleson Construction to complete construction of the Dave Rider Center for Athletic Performance at Elizabethton High School for a maximum amount not to exceed \$3,750,000 and approve the Director of Schools to negotiate a contract to be executed by the Executive Committee.
- E. Approve the award of bid number ECSS 2023-2024-3 for the FIRST FLOOR TILE AT T.A.DUGGER JUNIOR HIGH SCHOOL be awarded to Winchester Quality Flooring.

10. FOR YOUR INFORMATION

11. NEXT REGULARLY SCHEDULED BOARD MEETING

The next regularly scheduled Board Meeting will be held on Thursday, May 16, 2024 at 5:30pm in the Mack Pierce Board Room of the Elizabethton Board of Education, located at 804 S. Watauga Avenue, Elizabethton, TN.

12. ADJOURN

ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION
REGULAR SCHEDULED MEETING
Thursday, March 21, 2024 5:30 PM
Mack Pierce Board Room

The Elizabethton Board of Education met in a regular meeting on Thursday, March 21, 2024, at 5:30 PM, at Mack Pierce Board Room.

Attendance Taken at 5:19 PM.

Ed Alexander: Present
Phil Isaacs: Present
Danny O'Quinn: Present
Eddie Pless: Present
Jamie Schaff: Absent

1. CALL TO ORDER
2. MOMENT OF SILENCE
3. PLEDGE TO THE FLAG
4. 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.

Ed

Alexander: aye

Phil

Isaacs: aye

Danny

O'Quinn: aye

Eddie

Pless: aye

Jamie
Schaff: absent

aye: 4, nay: 0, absent: 1

5. TIME FOR CITIZENS TO SPEAK

Citizen did not attend the board meeting.

6. SPECIAL RECOGNITION

A. EHS Robot Drone League - These students have completed at UVA Wise and ETSU. They placed 2nd in both locations and won the best Rookie Team in both locations.

Mr. John Lee is the instructor and this is the first year of the Drone Club. The students built a robot from scratch, using anything they could find to build the robot as well as program it to function properly. These students competed at UVA-Wise and ETSU, placing 2nd in both competitions and won the Best Rookie Team at both locations. The team's goal was to just qualify for the National Competition. Not only did they qualify, they placed 2nd in the National Competition.

The students will be competing in the National ROV Competition, which is an underwater robotic event. We have been fortunate to have received a grant to help them build an underwater robotic. They will begin working on this after they return from Spring Break. Their goal is to raise enough money to build a Battle Bot.

B. The following teachers have served as team members or as chairperson for the CER Curriculum Review Team.

Amanda Barnett

Lindsey Mussard

Amy Townsend

Rachel Bowman

Courtney Shelton

Will Dugger-Chair

Brandi McCloud-Chair

These teachers have worked very hard this past year. We have a regional consortium, that comes together and reviews or creates lesson plans that

align with our state academic standards. It allows our teachers and other teachers across our region a place to go and look for supplemental materials.

Will and Brandi have both served as the chair of a committee. These teachers have worked hard, and we appreciate them and their willingness to serve.

It is a great Professional Development for those who serve on the committee. Mr. VanHuss also commented on the feedback from Niswonger. It is always so positive about the input that our teachers give that are part of this team, and they are not only participating but they are usually leading these groups. We are very appreciative of that.

- C. Elizabethton High Schools' Culinary Arts program recently competed in a cooking contest at Bristol Motor Speedway.

The Culinary Arts students recently competed in the 1st TN District Competition at Bristol Motor Speedway. They placed 3rd last year in the event. This took place in the Food City Suite at the racetrack. They were required to prepare a menu for 3 people consisting of a 3-course meal and only use the 6 items that were in a mystery basket. The students did a fabulous job of putting together an Indian dish, which resulted in the students taking 1st place this year.

7. CONSENT AGENDA

- A. Minutes of Regular Meeting: Date February 15, 2024
- B. Approve General Purpose Fund Financial Statement, Date- February 2024
- C. Approve Federal Projects Fund Financial Statement, Date- February 2024
- D. Approve School Nutrition Fund Financial Statement, Date- February 2024
- E. Approve Professional Leave for the Director of Schools to attend the Association of Independent and Municipal Schools (AIMS) Retreat in Buchanan, TN., April 22-24, 2024
- F. Approve Membership Agreement with the Comprehensive Educational Resources educational consortium for the 2024-2025 school year.
- G. Approve Out-of-State EPP agreement between Elizabethton City Schools and Grand Canyon University.

- H. Approve School Counseling Clinical Affiliation Agreement between Liberty University, INC. and Elizabethton City Schools for potential placement of school counseling candidate.
 - I. Approve request to close the Escrow Account with GRC, Inc. that was opened for the purpose of the retainage for the TA Dugger Construction Project. That project is now completed, and the account can be closed.
 - J. Approve Request for property/equipment sale/disposal
 - K. Approve agreement between Interquest Canines and Elizabethton City Schools for the 2024-2025 school year.
8. REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS

A. Personnel Report

NEW HIRES:

Jordan Baker- Boys' Asst, Soccer Coach-effective 2/22/2024

Tristan Bowden- ESP Student Leader -effective 2/16/2024

Melissa Ollis- Substitute Cook-effective 2/21/2024

Taylor Shanks-Head Softball Coach @ TAD-effective 2/12/2024

Katelyn Jones-Assistant Softball coach @ TAD-effective 2/28/2024

Brayden Blevins-ESP Student Leader-effective 3/14/2024

ADDITIONAL POSITION:

Jessica Hayes- Girls' Golf Coach-effective 2/9/2024

Libby Post- ESP-effective 2/27/2024

Isabella Cranford-Boys' & Girl's Assistant Soccer Coach-eff. 2/2024

TRANSFERS:

Austene Smith-from Interim teacher to TNAC Assistant @ TAD-effective 4/2/2024

RESIGNATIONS:

Melissa Harrah-Cafeteria Personnel-effective 2/9/2024

Charlotte MacDonald-Cafeteria personnel-effective 2/21/2024

Nicole Horne-Teacher-effective 2/29/2024

Melenda Egolf-Girls' Assistant Basketball Coach @ EHS-effective 3/7/2024

Robyn Roszel-Assistant Swim Coach @ EHS-effective 3/4/2024

Skylar Steele-Substitute Teacher-effective 3/8/2024

Kendall Treadway-Head Volleyball Coach @TAD-effective 3/5/2024
Emily Mathews-Dir. of Coordinated School Health-effective 4/1/2024
Sarah Jones-TNAC Inst. Assistant @ TAD-effective 3/15/2024

TERMINATIONS:

LEAVE OF ABSENCE:

Brooke Clawson-effective 2/12/2024-4/30/2024

Billy Etter-effective 3/14/2024-8/7/2024

Melenda Egolf-effective 4/8/2024-6/5/2024

Gary Harrison-effective 4/5/2024-4/29/2024

Sylvia Tolley-effective 2/27/2024-3/11/2024

Casey Waters-effective 3/19/2024-5/22/2024

B. Director's Update

We would like to ask everyone to remember the Landon Lavoie family. There will be a memorial service for him in the gymnasium at the High School tomorrow, 3/22/2024 at 5:30. Please keep the family in your thoughts and prayers.

Capital projects around the district. We have seen and talked about these for a long time and are now able to see the end results.

Thank you to those who were able to attend the TAD entrance project. It will have a positive impact on the students and faculty. It looks great and ties into the design of the school. We would like to thank Mr. Simerly, City Council and City Government as well as our Board for allowing us to complete this work and providing the funds for these projects.

We have also had ribbon cuttings for the baseball and softball fields. Both teams are undefeated so far on the turf. I am sure that will continue. These are 2 great surfaces for our students to play on and be able to showcase their talents. There was a component on the baseball field that Boyd's Sports helped fund, and we are very appreciative of that.

The CDEC building is moving along. The Alternative School classroom is almost finished. Some camera work has to be completed. Our plan is to move furniture in on April 2nd and the students can begin on April 3rd. We are continuing work on the other side that will house our

Professional Development and Family Resource Center.

We are on the Regional Planning Commission Agenda in April for approval of the Training Facility at the high school.

Ballistic film on the windows and doors throughout the system will begin in May and should be finished by the end of June. We received our final estimate on the cost of the windows that we would like to do that work on and if there is any left over along with the grant funding, we will use that as a contingency fund to use on any issues with windows or doors that have issues outside the scope of the project. We also wrote into the grant for possible fencing and gating in case we have any funding left over to include that in the security enhancement.

I appreciate the opportunity to attend the TOSS legislative and Legal Conference a few weeks ago. You can imagine what the main topic was. There was a lot of talk about vouchers and the different legislative proposals that are out there and how it would all play out. I can't speak to that. I have listened to 2 different webinars with the Speaker of the House and other legislators just answering questions and trying to explain the situation. From my perspective, it isn't positive for public education. There are a lot of positive things for public education in the house version of the bill. The bottom line is that we don't know what will pass in the end. We won't know what will remain until it gets passed. Both chambers will have to agree on the bill. In my opinion, it isn't good for public education and a lot of the positives may not be there in the end. That is strictly my opinion and from what I have learned it hasn't changed my opinion.

The Solar Eclipse is April 8th. We spoke with the State Department about using an inclement weather day, and they said it was appropriate use for that. We will be closed. We chose to do this as a safety measure for our students, especially our younger students. The timing of the total eclipse is going to reach about 88-89% at about 3:10 pm and dismissal for our elementary students is 3:00 pm. No matter how many times you tell them to not look up, that will be what they do. We explored other options and buying the glasses for everyone, but it is costly, and you can never be sure

if they have met the safety requirements. We go an extra 30 minutes each day to stockpile for inclement weather days, so we decided in the best interest of everyone that we would close. The last eclipse we had a few years ago, we also closed school for the day. I wanted to explain the logistics and reason behind our decision.

TN All Corp - We have been a leader across the state in the way our district implements TN All Corp. The state sponsored a state-wide conference on high dosage - low ratio tutoring. We were asked as a district for our team to present as a keynote speaker. We were the only school district in the state that was given a keynote speaker time slot. This wasn't a break-out session, everyone at the conference heard this. This speaks volumes to the respect that the state has for educators and what they have done to implement such a positive program that has had tremendous results and improvement in early literacy across the district. I have asked Dr Newman and her team to share a little about what the program. Some of the best work is going on in public schools right now. What's different is the students come to us with positive and negative feedback. Our people couldn't work any harder than they are now. This is one example of what is going on in our schools. I wanted to highlight this program and show what a difference we are making.

Spring break is next week. I hope that everyone has an enjoyable week. Students return on April 2nd. The staff returns on April 1st.

C. Board Member Reports

D. City Council Liaison's Report

We have incredible things going on in our schools.

It is that time of the year, and we will be working on our City budget. We will begin next month and go to Gatlinburg for 3 days. We are going to try and not have to raise taxes.

I want to thank you for the great job that you all do on managing your budget and funds.

Last month we went to Nashville and met with Mr Crowe to discuss the voucher program. He said it was likely to pass, but there were some

amendments. He led us to believe that these amendments may protect the school system. We did give him a signed copy of the letter from the school board. We expressed our concerns and how we are against the voucher program.

E. Student Liaison's Report

We have a lot going on right now at the high school. I would like to express my condolences to the Landon Lavoie family. We currently have a student-led T-shirt fundraiser going on to help with the funeral expenses. There is a flier with a QR code on the Elizabethton High School social media pages with all the information. The QR code will take you to the page where you can order. There is also an address where you can send checks to. The students have worked really hard at getting this going. Please consider helping.

Last month, myself and 3 other students got to attend the TSBA SCOPE Conference in Nashville. I will present more about that next month when we are recognized for this.

9. REGULAR AGENDA

- A. Approve Dual Enrollment agreement between Elizabethton City Schools and Tennessee College of Applied Technology-Elizabethton for the 2024-2025 school year.

Motion was made by Ed Alexander, second by Danny O'Quinn To approve Dual Enrollment agreement between Elizabethton City Schools and Tennessee College of Applied Technology-Elizabethton for the 2024-2025 school year. Motion carried.

Ed

Alexander:

aye

Phil

Isaacs: aye

Danny
O'Quinn aye
n:
Eddie
Pless: aye
Jamie
Schaff: absent

aye: 4, nay: 0, absent: 1

Mr. Culbert discussed the CTE programs and Dual Enrollment that is now an option for freshman through Tennessee College of Applied Technology in Elizabethton. Our teachers met with TCAT teachers to discuss what options were the best fit, then Mr. Culbert and Mr. Agan discussed what would be a good fit and align with what the students are currently doing. We currently have Automotive Mechanics, Agriculture, Health Sciences, Computer Sciences, which Mr. Clevenger has adapted into a great class and our 2 newest dual enrollment for this year, Construction and STEM. Mr Moorhouse is helping organize a grant that Ballard received from the Bloomberg Philanthropy program. It will also be for dual enrollment, but it will not be ready until the 2025-2026 school year. We hope to use that for our Health Science classes. There seems to be a much higher percentage of students that continue after high school that have completed dual enrollment at TCAT versus E.T.S.U. or Northeast State Community College.

10. FOR YOUR INFORMATION

11. NEXT REGULARLY SCHEDULED BOARD MEETING

12. ADJOURN

Motion was made by Danny O'Quinn Motion to Adjourn Motion carried.

Ed

Alexander: aye

Phil
Isaacs: aye
Danny
O'Quinn: aye
Eddie
Pless: aye
Jamie
Schaff: absent
aye: 4, nay: 0, absent: 1

Chairman of the Board

Director of Schools

Acct	2023-24		2023-24		Unencumbered		March 2023-24
	Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance - YTD Act	Monthly Activity	
141 E 71100 --- --- -----	REGULAR INSTRUCTION PROGRAM	14,555,796.00	14,555,796.00	7,941,570.08	54.56	6,603,453.63	1,055,718.30
141 E 71200 --- --- -----	SPECIAL EDUCATION PROGRAM	2,561,690.00	2,561,690.00	1,517,040.16	59.22	1,043,865.56	210,038.98
141 E 71300 --- --- -----	VOCATIONAL EDUCATION PROGRAM	1,716,235.00	1,716,235.00	1,060,539.21	61.79	640,758.62	133,961.14
141 E 71400 --- --- -----	STUDENT BODY EDUCATION PROGRAM	425,130.00	425,130.00	385,482.79	90.67	39,647.21	9,347.73
141 E 72110 --- --- -----	ATTENDANCE	111,810.00	111,810.00	75,899.61	67.88	34,088.87	6,920.48
141 E 72120 --- --- -----	HEALTH SERVICES	433,622.00	433,622.00	267,128.24	61.60	161,395.76	37,834.47
141 E 72130 --- --- -----	OTHER STUDENT SUPPORT	1,117,740.00	1,117,740.00	492,007.61	44.02	616,480.87	62,762.76
141 E 72210 --- --- -----	REGULAR INSTRUCTION PROGRAM	1,326,988.00	1,326,988.00	768,124.46	57.88	553,889.49	78,613.07
141 E 72220 --- --- -----	SPECIAL EDUCATION PROGRAM	413,459.00	413,459.00	271,418.29	65.65	141,390.71	34,864.99
141 E 72230 --- --- -----	VOCATIONAL EDUCATION PROGRAM	178,895.00	178,895.00	120,264.82	67.23	58,570.86	13,565.42
141 E 72250 --- --- -----	TECHNOLOGY	830,510.00	830,510.00	632,186.43	76.12	192,136.03	59,862.92
141 E 72310 --- --- -----	BOARD OF EDUCATION	596,365.00	596,365.00	503,672.50	84.46	87,177.26	37,280.53
141 E 72320 --- --- -----	OFFICE OF THE SUPERINTENDENT	438,535.00	438,535.00	321,624.51	73.34	104,241.09	33,221.54
141 E 72410 --- --- -----	OFFICE OF THE PRINCIPAL	1,897,951.00	1,897,951.00	1,262,192.73	66.50	634,658.27	150,790.10
141 E 72510 --- --- -----	FISCAL SERVICES	422,650.00	422,650.00	315,184.52	74.57	102,201.56	31,407.95
141 E 72610 --- --- -----	OPERATION OF PLANT	2,016,211.00	2,016,211.00	1,427,768.86	70.81	585,024.78	146,182.37
141 E 72620 --- --- -----	MAINTENANCE OF PLANT	1,228,225.00	1,228,225.00	1,014,547.05	82.60	-5,361.68	121,692.85
141 E 72710 --- --- -----	TRANSPORTATION	813,436.00	813,436.00	423,148.73	52.02	155,864.14	49,010.46
141 E 73100 --- --- -----	FOOD SERVICE	41,395.00	41,395.00	15,518.60	37.49	25,876.40	1,998.13
141 E 73300 --- --- -----	COMMUNITY SERVICES	227,975.00	227,975.00	168,703.84	74.00	43,150.30	33,722.32
141 E 73400 --- --- -----	EARLY CHILDHOOD EDUCATION	407,000.00	407,000.00	264,609.71	65.01	142,240.29	36,241.14
141 E 76100 --- --- -----	REGULAR CAPITAL OUTLAY	92,000.00	92,000.00	1,931,653.73	2,099.62	-2,274,658.81	275,636.42
Grand Expense Totals		31,853,618.00	31,853,618.00	21,180,286.48	66.49	9,686,091.21	2,620,674.07

Number of Accounts: 647

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

	Acct	2023-24		2023-24		2023-24		2023-24		Unencumbered	March 2023-24
		Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance - YTD Act	Monthly Activity				
141 R 40110	000	CURRENT PROPERTY TAX	3,600,000.00	3,600,000.00	3,433,625.94	95.38	166,374.06	1,365,694.55			
141 R 40120	000	TRUSTEE'S COLLECTIONS - PRIOR	86,000.00	86,000.00	77,580.59	90.21	8,419.41	22,946.74			
141 R 40130	000	CIR CLK/CLK & MASTER COLLECTIO	23,000.00	23,000.00	10,589.50	46.04	12,410.50	329.31			
141 R 40140	000	INTEREST AND PENALTY	27,000.00	27,000.00	13,859.30	51.33	13,140.70	4,473.30			
141 R 40162	000	PAYMENTS IN LIEU OF TAXES-LOCA	59,000.00	59,000.00	12.57	0.02	58,987.43	0.00			
141 R 40163	000	PAYMENTS IN LIEU OF TAXES - OT	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00			
141 R 40210	000	LOCAL OPTION SALES TAX	4,200,000.00	4,200,000.00	2,065,642.29	49.18	2,134,357.71	430,411.45			
141 R 40275	000	MIXED DRINK TAX	22,000.00	22,000.00	18,501.33	84.10	3,498.67	1,823.40			
141 R 40320	000	BANK EXCISE TAX	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00			
141 R 41110	000	MARRIAGE LICENSES	600.00	600.00	429.43	71.57	170.57	24.64			
141 R 43511	000	TUITION - REGULAR DAY STUDENTS	380,000.00	380,000.00	209,731.19	55.19	170,268.81	0.00			
141 R 43513	000	TUITION - SUMMER SCHOOL	750.00	750.00	0.00	0.00	750.00	0.00			
141 R 43517	000	TUITION - OTHER	227,975.00	227,975.00	153,812.26	67.47	74,162.74	15,301.03			
141 R 44110	000	INVESTMENT INCOME	40,000.00	40,000.00	101,458.50	253.65	-61,458.50	19,237.13			
141 R 44120	000	LEASE/RENTALS	1,000.00	1,000.00	100.00	10.00	900.00	0.00			
141 R 44170	000	MISCELLANEOUS REFUNDS	0.00	0.00	15,331.10	0.00	-15,331.10	0.00			
141 R 44990	000	OTHER LOCAL REVENUES	273,195.00	273,195.00	167,333.24	61.25	105,861.76	46,728.44			
141 R 46510	000	TISA STATE FUNDING	19,250,000.00	19,250,000.00	15,844,262.47	82.31	3,405,737.53	1,937,966.55			
141 R 46515	000	EARLY CHILDHOOD EDUCATION	407,000.00	407,000.00	263,323.12	64.70	143,676.88	61,915.36			
141 R 46550	000	DRIVER EDUCATION	6,500.00	6,500.00	0.00	0.00	6,500.00	0.00			
141 R 46590	000	OTHER STATE EDUCATION FUNDS	239,876.00	239,876.00	0.00	0.00	239,876.00	0.00			
141 R 46610	000	CAREER LADDER PROGRAM	30,907.00	30,907.00	15,504.89	50.17	15,402.11	0.00			
141 R 46790	000	OTHER VOCATIONAL	340,113.00	340,113.00	222,113.36	65.31	117,999.64	127,023.37			
141 R 46990	000	OTHER STATE REVENUES	113,000.00	113,000.00	0.00	0.00	113,000.00	0.00			
141 R 47590	000	OTHER FEDERAL THROUGH STATE	64,842.00	64,842.00	0.00	0.00	64,842.00	0.00			
141 R 48610	000	DONATIONS	26,400.00	26,400.00	11,857.88	44.92	14,542.12	12.97			
141 R 49800	000	OPERATING TRANSFERS	2,460.00	2,460.00	200,000.00	8,130.08	-197,540.00	0.00			
141 R 49810	000	CITY GENERAL FUND TRANSFER	2,400,000.00	2,400,000.00	1,400,000.00	58.33	1,000,000.00	0.00			
Grand Revenue Totals			31,853,618.00	31,853,618.00	24,225,068.96	76.05	7,628,549.04	4,033,888.24			

Number of Accounts: 43

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

		2023-24	2023-24	2023-24	2023-24	Unencumbered	March 2023-24
	Acct	Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance - YTD Act	Monthly Activity
142 E 71100	REGULAR INSTRUCTION PROGRAM	1,752,151.00	2,262,476.23	1,425,214.14	62.99	740,139.25	156,098.90
142 E 71200	SPECIAL EDUCATION PROGRAM	627,808.00	659,307.27	309,676.34	46.97	349,630.93	44,763.17
142 E 71300	VOCATIONAL EDUCATION PROGRAM	19,830.00	19,951.18	14,464.44	72.50	4,021.74	1,561.86
142 E 72120	HEALTH SERVICES	50,000.00	55,000.00	25,000.00	45.45	30,000.00	0.00
142 E 72130	OTHER STUDENT SUPPORT	407,469.00	424,856.00	229,128.14	53.93	184,845.61	32,121.60
142 E 72210	REGULAR INSTRUCTION PROGRAM	367,979.00	494,272.08	297,551.15	60.20	156,451.93	30,244.43
142 E 72220	SPECIAL EDUCATION PROGRAM	0.00	7,000.00	0.00	0.00	7,000.00	0.00
142 E 72230	VOCATIONAL EDUCATION PROGRAM	2,000.00	1,766.00	1,413.03	80.01	-1,807.03	0.00
142 E 72250	TECHNOLOGY	83,326.00	83,326.00	52,348.96	62.82	30,977.04	6,610.54
142 E 72710	TRANSPORTATION	0.00	20,000.00	0.00	0.00	0.00	0.00
142 E 73100	FOOD SERVICE	0.00	1,000.00	0.00	0.00	500.00	0.00
142 E 73300	COMMUNITY SERVICES	110,059.00	110,058.75	101,959.06	92.64	8,099.69	-7,471.91
142 E 76100	REGULAR CAPITAL OUTLAY	2,772,456.00	2,503,378.60	1,401,625.35	55.99	644,694.08	216,737.75
142 E 99100	OPERATING TRANSFERS	2,460.00	1,969.63	0.00	0.00	1,969.63	0.00
Grand Expense Totals		6,195,538.00	6,644,361.74	3,858,380.61	58.07	2,156,522.87	480,666.34

Number of Accounts: 209

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

		2023-24	2023-24	2023-24	2023-24	Unencumbered	March 2023-24	
<u>Acct</u>		<u>Original Budget</u>	<u>Revised Budget</u>	<u>FYTD Activity</u>	<u>FYTD %</u>	<u>Balance - YTD Act</u>	<u>Monthly Activity</u>	
142 R 47141	OCA	TITLE 1 GRANTS TO LOCAL EDUC A	95,123.00	101,123.00	73,657.69	72.84	27,465.31	8,249.40
142 R 47189	OCA	EISENHOWER PROF DEVELOPMENT ST	9,000.00	12,000.00	8,190.35	68.25	3,809.65	978.95
142 R 47131	OCP	VOCATIONAL EDUC - BASIC GRANTS	35,330.00	41,597.18	25,213.05	60.61	16,384.13	2,675.98
142 R 47143	OID	SPECIAL EDUCATION - GRANTS TO	611,680.00	643,824.08	298,081.84	46.30	345,742.24	43,534.67
142 R 47145	OPS	SPECIAL EDUCATION PRESCHOOL GR	16,128.00	22,483.19	11,594.50	51.57	10,888.69	1,228.50
142 R 47141	OT1	TITLE 1 GRANTS TO LOCAL EDUC A	516,142.00	553,472.94	324,748.37	58.67	228,724.57	45,811.23
142 R 47590	OT1	OTHER FEDERAL THROUGH STATE	52,820.00	57,689.14	33,730.18	58.47	23,958.96	4,774.98
142 R 47189	OT2	EISENHOWER PROF DEVELOPMENT ST	87,544.00	124,245.28	65,465.61	52.69	58,779.67	5,948.75
142 R 47590	OVR	OTHER FEDERAL THROUGH STATE	48,895.00	48,895.00	32,435.28	66.34	16,459.72	7,252.14
142 R 47147	21C	SAFE AND DRUG-FREE SCHOOLS-ST	110,059.00	110,058.75	101,959.06	92.64	8,099.69	15,342.29
142 R 47404	702	ARP Homeless	0.00	31,109.92	0.00	0.00	31,109.92	0.00
142 R 47401	930	ESSER 3.0	339,480.00	575,766.01	277,901.32	48.27	297,864.69	45,894.26
142 R 47401	933	ESSER 3.0	4,250,000.00	3,759,105.60	2,498,330.55	66.46	1,260,775.05	320,303.62
142 R 47307	936	ESSER 2.0	0.00	71,250.00	35,625.00	50.00	35,625.00	0.00
142 R 47990	CPS	OTHER DIRECT FEDERAL REVENUE	0.00	458,899.00	0.00	0.00	458,899.00	0.00
142 R 47141	T1N	TITLE 1 GRANTS TO LOCAL EDUC A	23,337.00	32,842.65	10,735.94	32.69	22,106.71	1,610.00
Grand Revenue Totals			6,195,538.00	6,644,361.74	3,797,668.74	57.16	2,846,693.00	503,604.77

Number of Accounts: 16

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

		2023-24	2023-24	2023-24	2023-24	Unencumbered	March 2023-24
	Acct	Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance - YTD Act	Monthly Activity
143 E 73100 --- --- ----- ---	FOOD SERVICE	1,385,000.00	1,385,000.00	1,093,576.71	78.96	291,423.29	139,156.84
Grand Expense Totals		1,385,000.00	1,385,000.00	1,093,576.71	78.96	291,423.29	139,156.84

Number of Accounts: 81

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

		2023-24		2023-24		2023-24		2023-24		Unencumbered	March 2023-24
<u>Acct</u>		<u>Original Budget</u>	<u>Revised Budget</u>	<u>FYTD Activity</u>	<u>FYTD %</u>	<u>Balance - YTD Act</u>			<u>Monthly Activity</u>		
143 R 43521	000	LUNCH PAYMENTS - CHILDREN	175,000.00	175,000.00	83,230.32	47.56	91,769.68		0.00		
143 R 43522	000	LUNCH PAYMENTS - ADULTS	15,500.00	15,500.00	17,186.84	110.88	-1,686.84		5,569.50		
143 R 43525	000	A LA CARTE SALES	16,000.00	16,000.00	44,588.01	278.68	-28,588.01		4,967.34		
143 R 43990	000	OTHER CHARGES FOR SERVICES	13,000.00	13,000.00	11,473.85	88.26	1,526.15		0.00		
143 R 44110	000	INVESTMENT INCOME	20,000.00	20,000.00	27,380.11	136.90	-7,380.11		3,014.61		
143 R 44170	000	MISCELLANEOUS REFUNDS	0.00	0.00	2,720.03	0.00	-2,720.03		0.00		
143 R 46520	000	SCHOOL FOOD SERVICE	12,500.00	12,500.00	10,277.77	82.22	2,222.23		10,277.77		
143 R 47111	000	USDA SCHOOL LUNCH PROGRAM	700,000.00	700,000.00	502,249.60	71.75	197,750.40		64,153.65		
143 R 47112	000	USDA COMMODITIES	93,500.00	93,500.00	0.00	0.00	93,500.00		0.00		
143 R 47113	000	USDA BREAKFAST	325,000.00	325,000.00	264,462.22	81.37	60,537.78		37,376.97		
143 R 47114	000	USDA - ESP SNACK PROGRAM	14,500.00	14,500.00	16,230.00	111.93	-1,730.00		1,747.98		
Grand Revenue Totals			1,385,000.00	1,385,000.00	979,798.75	70.74	405,201.25		127,107.82		

Number of Accounts: 39

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



INTELLIGENT SERVICES SERVICE AGREEMENT

Trane Office

Trane U.S. Inc.
10384 Wallace Alley Street
Kingsport, TN 37663

Trane Representative

John Williams
Cell: (423) 794-6334
Office: (423) 224-1150

Proposal ID

7589138

Service Contract Number

NEW

Contact Telephone Number for Service

(800) 842-4826

Company Name

Elizabethton City Schools
804 SOUTH WATAUGA AVENUE
Elizabethton, TN 37643-3764
Richie Burrow

Site Address

Central Office ECS
804 S Watauga Ave
Elizabethton, TN 37643

February 09, 2024



EXECUTIVE SUMMARY

Intelligent Services

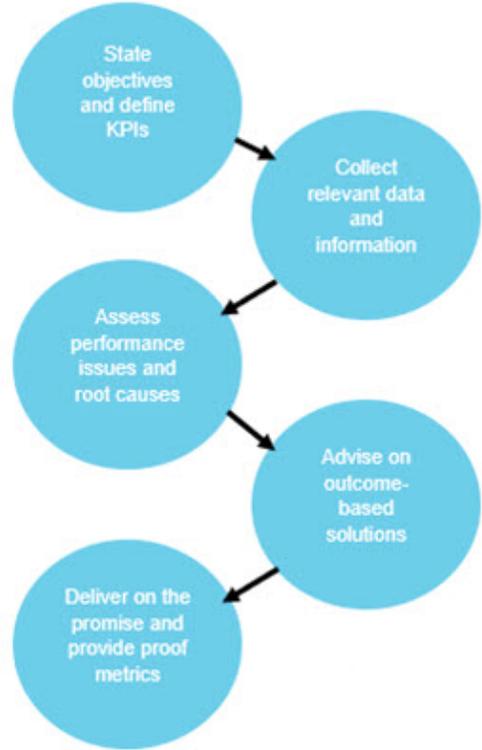
Through a consultative relationship with Trane, you'll meet with your Account Manager at defined intervals throughout the year to explain what you need, set goals for your building, define key performance indicators (KPIs) and build a plan to get there. Intelligent Services combine Trane's knowledge of HVAC systems and energy, along with the expertise of our people to deliver and measure the outcomes that matter most. Employees feel engaged and outcomes are better when everyone feels connected to your mission.

Choosing what's important to you

A consultative approach could include...

- Baseline and benchmarking your building's energy and cost performance (energy tariff review, energy consumption)
- Sustainability (ESG – Environmental, Social, & Governance) planning (decarbonization, energy reduction, regulatory compliance, utility rebates and incentives, renewables)
- System optimization (balancing comfort, energy, compliance, building automation control and equipment optimization strategies)
- Asset lifecycle planning (deferred maintenance and replacement strategies)

Trane Consultative Approach



Key Elements of this service

<p>Benchmark and Baseline Your Building with Trane Experts</p>	<p>Trane Connect™</p>	<p>Strategy and Action Planning</p>

Why Trane? We Focus on Better Buildings.

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services



SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards, and that the system is tailored to your needs. The following are the standard inclusions of your service agreement:

GETTING CONNECTED

Whether your Trane Service relationship is new or you've been a customer for many years, it is easy to connect your HVAC equipment to Trane Connect™ Cloud.

Utilizing the controls that are already part of your HVAC Equipment either directly or via your Trane BAS, you can easily connect your building to the cloud and send data from your HVAC Equipment to Trane Connect.

Advantages:

- **Empower your Trane Technician:** Utilizing the data collected in the cloud and the Trane Digital Inspection Toolbox, your Trane Technician will be able to remotely inspect your equipment.
- **Access your HVAC equipment anywhere:** Additionally, Trane can setup remote access to your Trane BAS, Chiller Plant, Chillers or other HVAC equipment for unlimited users from your organization.
- **Flexible & Secure Connectivity Options:** Connect via your organization's network or utilizing Trane's cellular solution.



CONNECTED BUILDING SERVICES WITH TRANE CONNECT™

Trane gives you a way to “see” what’s not physically evident using trend data that’s illustrated via dashboards in Trane Connect™. It’s a deeper level of information that enables you to understand what’s happening at the system level—so technicians can address root causes instead of the symptoms. You’ll get more bang from your service budget.

Available Trane Connect Applications

Included with your agreement, you’ll receive additional benefits and reporting within the Trane Connect application. Customize your Trane Connect experience based on the needs of your job and goals of your organization.

	<p>Remote Access - Control and manage your equipment, spaces and buildings while optimizing performance <i>(Note: included for all Trane Controls customers)</i></p>		<p>Reports - Measure your starting point to best evaluate where you’re seeing gains and how you can improve system performance and energy usage even further.</p>
	<p>Service - Remote and on-site service is enhanced through anytime, anywhere access to critical building information that informs how/when/where service is necessary.</p>		<p>Dashboards - Visualize and track the information most important to you, including opportunities for optimization and improvement.</p>
	<p>Building & Energy Applications - Identify ways to unlock greater efficiency and comfort while maintaining control over spend and optimizing performance. Map energy use by date, time or space usage to reach your sustainability goals faster. <i>(Note: requires separately connected Live Meter)</i></p>		<p>Utility Management - Access to your energy use intensity and cost intensity analysis. <i>(Note: requires utility bill access)</i></p>

Learn more on Trane.com



REMOTE INSPECTIONS AT BUILDING LEVEL

Enhance unit visibility and inform necessary on-site service events with on-demand and scheduled virtual inspections. Digital review of HVAC and BAS equipment enabled through connected system and unit controllers.

Implementation:

- Trane factory certified technicians will troubleshoot and address root causes
- Proactively identify potential issues and required changes
- Receive deeper insights through data and analysis from your connected equipment via building performance reports

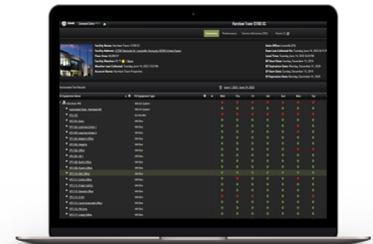


PERFORMANCE CHECK-INS

Gain the peace of mind you'd get with a "traditional clip-board review" from your staff with the added expertise of Trane technicians—without the added expense of on-site service visits. A virtual "walk-through" inspection of equipment, systems or a building—based on a predetermined schedule.

Implementation:

- Regular reviews of critical equipment and systems
- Early detection of issues to prevent downtime and catastrophic failure





STRATEGY AND ACTION PLANNING BY YOUR TRANE TEAM

Understand which actions will help you meet your energy and system performance goals and milestone targets. A consultation with Trane building and energy experts to identify, document and prioritize key building actions to support business goals.

Implementation:

- Review identified opportunities for improvement or maintenance from your team and ours
- Prioritize based on impact, budget and critically
- Evaluate future opportunities and available funding mechanisms failure





Service Solutions	Qty.	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
On-site Scheduled Maintenance													
Remote Inspections	6	X		X		X		X		X		X	
Refrigerant Management													
Laboratory Analysis													



HVAC EQUIPMENT COVERAGE

Central Office ECS

The following "Covered Equipment" will be serviced at Central Office ECS:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Site Level Activities	1	Trane	BM 1 AE	NS-21757971	IS AE

Service Description

IS Initial Site Mapping (Service 1)

Quantity Per Term

1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Site Level Activities	1	Trane	BM 2 RSS	NS-21757980	IS RSS

Service Description

IS 10 Point Remote Inspection (Service 2)

Quantity Per Term

18

Trane will provide, install and program Tracer Ensemble with a 3-year software maintenance plan on the customer provided Virtual Server. The customer will provide the required SQL License and assistance with installation and setup of the software.

After the initial setup, a Trane Remote specialist will perform semi-monthly checks of the system. The technician will keep the firmware at the latest revision. The technician will review alarm logs in the HVAC systems and work with the maintenance team to investigate any known issues.



PRICING AND ACCEPTANCE

Richie Burrow
 Elizabethton City Schools
 804 SOUTH WATAUGA AVENUE
 Elizabethton, TN 37643-3764

Site Address:
 Central Office ECS
 804 S Watauga Ave
 Elizabethton, TN 37643

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "Intelligent Services Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	14,730.00	3,682.50	Quarterly
Year 2	2,466.00	616.50	Quarterly
Year 3	2,589.00	647.25	Quarterly

Anticipation Discount Program (ADP). A one-time **4%** discount is offered for full payment of 1 year in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be **589.20 USD** if this option is selected. Tax will be calculated based upon the pre-discounted price. The ADP is for advance payment only under the terms stated in this section and is not applicable to credit card transactions. Please check the box to select this discount option.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is 3 years, beginning March 1, 2024. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on February 28, 2027, this Agreement shall renew automatically for successive periods of 3 years (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at (800) 842-4826 or by direct mail addressed to: 10384 Wallace Alley Street, Kingsport, TN 37663.

Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no



Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
<hr/> Authorized Representative	<hr/> Submitted By: John Williams
<hr/> Printed Name	Proposal Date: February 09, 2024 Cell: (423) 794-6334 Office: (423) 224-1150 License Number: 23034
<hr/> Title	 Authorized Representative
<hr/> Purchase Order	Controls account Manager Title
<hr/> Acceptance Date	<hr/> Signature Date

The Initial Term of this Service Agreement is 3 years, beginning March 1, 2024.
 Total Contract Amount: \$19,785.00 USD.



TERMS AND CONDITIONS

“Company” shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. Agreement. These terms and conditions (“Terms”) are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the following commercial services as stated in the Proposal (collectively, the “Services”): inspection, maintenance and repair (the “Maintenance Services”) on equipment (the “Covered Equipment”), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as “Intelligent Services”).

COMPANY’S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.

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

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s Terms and Conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counteroffer will be deemed accepted. Customer’s acceptance of performance by Company will in any event constitute an acceptance by Customer of Company’s Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the “Service Fees”) are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company’s normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due upon receipt of Company’s invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer’s bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer’s expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer’s telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer’s communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer’s existing equipment; (h) The normal function of starting and stopping equipment or the opening



and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

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

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

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

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

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold



harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

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

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

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

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

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

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

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

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

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

1-26.130-7 (1122)
Supersedes 1-26.130-7 (0821)



SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no



longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).

- e. Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.



13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) data backups; and
 - (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023



TERMS AND CONDITIONS – Connected Analytics Package Subscription

1. **Terms Supplemental.** These terms and conditions (“CAP Subscription Terms”) are supplemental to the Terms and Conditions (Service) and an integral part of Company’s offer to sell Software as a Service that provides internet-based access to the hosted Connected Analytics Package (CAP) application (“CAP Subscription”) as part of an Energy Advisory Services offer. The Terms and Conditions (Service) apply to the CAP Subscription, except as the context indicates otherwise.
2. **Definitions.**

“Malicious Code” means any virus, worm, time bomb, Trojan horse or other code, file, script, agent, software program or device that may prevent, impair, or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data; or adversely affect the user experience.

“Customer Data” means all Customer electronic data or information collected through and stored in connection with the CAP Subscription.

“Users” means individuals who have been authorized by Customer to use the Services and who have been supplied user identifications and passwords to access the Services by Customer (or by Company at Customer’s request). Users may include but are not limited to Customer’s employees, consultants, contractors and agents; or third parties with which the Customer transacts business. Persons or entities that are competitors to Company are not authorized to access or use the Services and may not be permitted by Customer to access or use the Services.
3. **Software as a Service CAP Subscription.** Upon commencement of the CAP Subscription and for the CAP Subscription Term, Customer will have the nonexclusive, non-assignable, royalty free, worldwide limited right to use the CAP Subscription services solely for your internal business operations and subject to the CAP Subscription Terms and Terms and Conditions (Service). Customer may allow its Users to use the CAP Subscription services for this purpose and Customer is responsible for Users’ compliance herewith. Customer agrees that it does not acquire any license to the Trane Energy Manager program. The CAP Subscription includes provisions for the collection of data from meters, loggers, systems, or devices (“Data Collection”) and regular database backups. The CAP Subscription does not cover support of Customer’s computer hardware, data network, or communications infrastructure, or Internet browsers used to access the CAP Subscription. Customer hereby accepts, and upon initial use of CAP Subscription, each Customer User will be required to accept these CAP Subscription Terms. User access shall terminate on the same date as the applicable CAP Subscription Term
4. **Subscription Term.** The initial CAP Subscription Term commences on the date that Customer receives access to the CAP Subscription service and continues for as long as set forth in the Proposal, subject to automatic renewal for succeeding 12 month terms as provided in the Terms and Conditions (Service).
5. **Customer’s Responsibilities.** Customer shall (i) be responsible for Users’ compliance with these terms and conditions, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the CAP Subscription, and notify Provider promptly of any such unauthorized access or use, (iii) use the CAP Subscription only in accordance with these terms and conditions and Customer’s Service Agreement with Trane and applicable laws and government regulations, (iv) provide Company with all necessary cooperation in relation to these terms and conditions and necessary access to such information as may be required for providing the CAP Subscription, and (v) pay all fees when due for the CAP Subscription and Service Agreement. Customer shall not (i) permit any third party to access the CAP Subscription or physical hardware deployed at Customer’s facilities to enable operation of the CAP Subscription except as expressly permitted herein or in an Order Form, (ii) modify or create derivative works based on any part or content of the CAP Subscription, (iii) copy, frame or mirror any part or content of the CAP Subscription, other than copying or framing on Customer’s own intranets or otherwise for Customer’s own internal business purposes, (iv) reverse engineer, disassemble or decompile the CAP Subscription, or (v) access the CAP Subscription in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the CAP Subscription. In addition, Customer shall not (m) make the CAP Subscription available to anyone other than Users, (n) sell, resell, rent, license, share or lease the CAP Subscription, (o) use the CAP Subscription to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (p) use the CAP Subscription to store, distribute or transmit Malicious Code, (q) interfere with or disrupt the integrity or performance of the CAP Subscription or third-party data contained therein, or (r) attempt to gain unauthorized access to the CAP Subscription or their related systems or networks.
6. **Cancellation.** In the event of a cancellation of the CAP Subscription by Customer, Customer shall not be entitled to any refund of price and Customer shall immediately pay all amounts then due.
7. **Customer Breach; Termination.** Company may terminate the CAP Subscription upon 14 days written notice to Customer of a material breach if such breach remains uncorrected at the expiration of such period. Upon termination, Customer shall not be entitled to any refund of the price paid to Company.
8. **Availability.** Company shall exercise reasonable care in providing the CAP Subscription and use commercially reasonable efforts to make the service available at all times. The CAP Subscription is accessible via the internet and thus subject to limitations, delays, and other problems inherent to the operation of internet and electronic communications. Company is not responsible for delivery failures or other damage resulting from such problems. Where possible, Company will notify User(s) identified by the Customer during execution of Service Agreement to be the primary contact for Customer (“Named Users”), and raise support issues with Company of non-availability of the CAP Subscription. It is the responsibility of the Named Users to provide this information to all Users of CAP Subscription associated with Customer. Company shall be entitled, without any liability, to carry out ongoing maintenance, updating or alterations to CAP Subscription Service that may result in loss of access from time to time without prior notice. Service features that interoperate with Trane Energy Manager software depend on the continuing availability of the third party APIs and programs for use with the CAP Subscription. If said parties cease to make the API or program available on reasonable terms for the CAP Subscription, Company may be interrupted from providing such features without entitling Customer to any refund, credit, or other compensation.
9. **Software Upgrades.** Software upgrades to CAP Subscription will be applied by the Company as soon as commercially reasonable after a new version is available. These will always be provided during the term of the Agreement and there is no provision for maintaining any other version than the current version in the SaaS environment.
10. **Database Backup.** Short term and long term database backups are performed at the sole discretion of the Company.
11. **Data Collection.** Where Customer has placed an order that includes CAP Subscription from Company, data will be collected from the designated meters, loggers, or devices and imported into CAP Subscription. It is Customer’s responsibility to check CAP Subscription or configure appropriate alarms to ensure that data is appearing as expected. If data is missing, Customer should raise the issue as a request for support through the local Company office. Customer is free to export its own data from CAP Subscription at any time using the standard CAP Subscription export functions.
12. **Ownership of Data.** All data relating to the performance and condition of Customer building systems that Company collects in connection with the CAP Subscription shall be owned by Customer, provided that Customer grants to Company the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data Company collects from Customer. Company shall not use or publish such data in any way that identifies Customer as the source of that data without Customer’s prior written consent. The data Company collects from Customer will not include any personal or individual information beyond that required for User access and account management. In providing the CAP Subscription, Company will comply with the Trane Technologies Data Protection and Privacy Policy, which is available at <https://www.tranetechnologies.com/privacy-policy.html>.
13. **Data Retention.** Upon Customer’s written request, Company will endeavor to provide an electronic copy of data collected from Customer, subject to availability. Company will use commercially reasonable efforts to store Customer’s data for up to 3 months. There is no guarantee as to the availability of the data.
14. **Communications – Analog Modem Facilities.** Customer authorizes Company to utilize Customer’s telephone line to provide the services and acknowledge that, unless an exclusive telephone line has been provided for performance of the services, the telephone line may be unavailable for Customer’s use for extended periods of time while data is being collected from Customer’s building systems and equipment. Company is not responsible for any adverse impact to Customer’s communications infrastructure. Customer understands that Company will not be able to collect data when the telephone line or other transmission mode is not operating or has been cut, interfered with or is otherwise damaged or if Company is unable to acquire, transmit or maintain a connection over Customer’s telephone service.
15. **Communications – Ethernet.** Customer authorizes Company to utilize Customer’s network infrastructure to provide the contracted services and acknowledge that Company is not responsible for any adverse impact to Customer’s communications infrastructure. Customer understands that Company will not



be able to collect data when network issues do not allow for successfully communications between Company data collection devices and the data sources. Interruption of external Internet communications of longer than 24 hours may result in loss of data and degradation of service levels. Interruption of communications can be classified as failure of transmitting or receiving packet transmissions, interfered with or is otherwise damaged or if Company is unable to acquire, transmit or maintain a connection over network or the internet for any reason including network or ISP outage or other network/ISP problems such as congestion or downtime, routing problems, or instability of signal quality.

16. Logging and Data Mining. Customer grants Company the unrestricted right, but not the obligation, to log web addresses and/or mine other information and/or data relating to services and information accessed or requested (a) to provide better support, services and/or products to Users of Company products and services, (b) to verify compliance with the terms of the Agreement and the Supplemental Terms and Conditions, (c) for use by Company for statistical or other analysis of the collective characteristics and behavior of users, (d) to backup user and other data or information and/or provide remote support and/or restoration, (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including histories or trending of any of the foregoing, and (f) to otherwise understand and respond to the needs of the users of Company products and services.

17. Anti-Virus Prevention. Company maintains antivirus checking software on the network and has a strict policy on checking all software loaded onto the SaaS environment. However, due to the nature of computer viruses, Company is not able to guarantee that provision of CAP Subscription will be virus free. It is Customer's responsibility to ensure that adequate security and antivirus software is in place on all machines accessing the CAP Subscription.

18. Disaster Recovery. In the event that Company experiences a significant problem with CAP Subscription that results in or is expected to result in the loss of service for in excess of 5 working days, Company may transfer the CAP Subscription service to an alternative hosting environment. In the event that Company transfers the service to an alternative hosting environment, Customer acknowledges that the following may occur: There may be a loss of data imported into CAP after the last database backup was taken; CAP Subscription will be provided by a different IP address; while the IP address registered against the domain names is changed, Customer may need to access CAP Subscription via an IP address and not the normal domain name and data collection may not be available.

19. No Warranties. CUSTOMER EXPRESSLY AGREES THAT USE OF CAP SUBSCRIPTION IS AT THE SOLE RISK OF CUSTOMER, END USERS, AND NAMED USERS. COMPANY DOES NOT WARRANT OR GUARANTEE THAT CAP SUBSCRIPTION WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF CAP SUBSCRIPTION, OR AS TO THE TIMELINESS, EFFICACY, OPERABILITY, COMPLETENESS, ACCURACY, RELIABILITY OR CONTENT OF CAP SUBSCRIPTION OR OF ANY DESIGN, FUNCTION, PROCESS, OR INFORMATION PROVIDED THROUGH OR BY USE OF CAP SUBSCRIPTION. CAP SUBSCRIPTION IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. CUSTOMER AGREES THAT CUSTOMER'S PURCHASE OF THE CAP SUBSCRIPTION IS NOT CONTINGENT ON THE DELIVERY OF ANY FUTURE FUNCTIONALITY OR FEATURES OR DCAPENDENT ON ANY ORAL OR WRITTEN PUBLIC COMMENTS MADE BY COMPANY REGARDING FUTURE FUNCTIONALITY OR FEATURES.

20. Privacy or Confidentiality. The Company will take commercially reasonable efforts to ensure that data and other parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the internet restricts the Company from offering any guarantee to the privacy or confidentiality of information relating to Customer passing over the internet. In gaining access via the internet, Customer also acknowledges and accepts that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. Customer therefore accepts that access and storage of data is at its own risk. Any breach in privacy should be reported by customer to the Company immediately.

21. Intellectual Property. Company retains and reserves all rights, title and interest in and to the CAP Subscription, including without limitation all Company software, algorithms, materials, formats, interfaces and proprietary information and technology, and all other Company products and CAP Subscription, and including all copyright, trade secret, patent, trademark and other intellectual property rights related to the foregoing. No rights are granted to the Customer hereunder with respect to the CAP Subscription or otherwise other than as expressly set forth herein.

22. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFIT, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF CONTRACTS, SECURITY BREACH, OR FOR ANY FINANCIAL OR ECONOMIC LOSS OR FOR ANY SPECIAL, DIRECT, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES) ARISING OUT OF CUSTOMER'S USE OR INABILITY TO USE CAP SUBSCRIPTION. Should Company nevertheless be found liable for any damages, such damages shall be limited to the most recent purchase price paid by Customer for CAP Subscription.

23. Customer Indemnity. Customer shall indemnify and hold Company harmless from and against any loss, damage, cost (including the cost of any settlement), expense or any liability suffered or incurred by Company arising from or in connection with Customer's use of CAP Subscription service, breach of these CAP Subscription Terms, and Company's possession or use of data, information or articles supplied by Customer to Company, including the infringement of any intellectual property rights resulting from the use or possession by Company of data, information or articles supplied by Customer to Company.

24. Change in Terms and Conditions. Company reserves the right to change the service level agreements, any part of the CAP Subscription offering, or the terms and conditions at any time.

(111822)



APPENDIX

SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems





CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: IS Initial Site Mapping

Description

- Misc Systems/Points Mapping

Service 2: IS 10 Point Remote Inspection

Description

- Project Scope - Remote Inspection Quantities Based on Offer Sold
- Customer Notification
- Begin XOI Workflow and Create New Job
- SC/SC+ Firmware, SMP and Backup
- Alarm Routing Review
- Alarm Log Review
- Device Communication Review
- Schedules Review
- User Overrides Review
- Command Center Review Service Advisories and Exception History Report
- Cyber Security Review
- Trane Connect Findings
- Summary and Final Report

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

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

ITEM: Broken Mahogany Desk (6 Drawers)

INVENTORY TAG NUMBER: 08335

METHOD OF SALE/DISPOSAL: Trash

SCHOOL/BUILDING WHERE ITEM IS HOUSED: EHS

SALE/DISPOSAL AUTHORIZED BY: [Signature] DATE: 3/20/24
Principal

AUTHORIZED BY: [Signature] DATE: 3/22/24
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.

TAG# see attached list

JWB50X2

ITEMS: see attached list

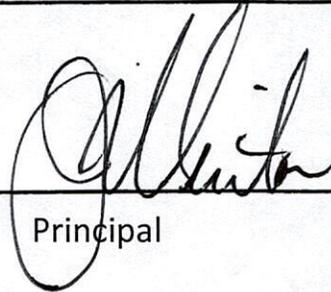
Dell laptop

METHOD OF

SALE/DISPOSAL: RECYCLE

SALE/DISPOSAL

AUTHORIZED BY: _____



Principal

DATE: _____

3/13/24

AUTHORIZED BY: _____

DATE: _____

Director of Schools

AUTHORIZED BY: _____

DATE: _____

Board Chairman

Elizabethton City Board of Education

Monitoring: Review: Annually, in July	Descriptor Term: School District Records	Descriptor Code: 1.407	Issued Date: 09/16/21
		Rescinds: 1.407	Issued: 06/17/21

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

6 No records pertaining to individual students will be released for inspection by the public or any
7 unauthorized persons. In addition, information, records, and plans related to security and safety will not
8 be released for public inspection.⁵

9 All requests to inspect or receive copies of records shall be submitted to ~~Felecia Baird~~ **Administrative**
10 **Asst. to the Dir. of Schools & Secretary to the Board of Education** (contact information is listed at the
11 end of this policy), the District's public records request coordinator and records custodian.⁶

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

15 **REQUESTS FOR INSPECTION²**

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

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

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

25 **REQUESTS FOR COPIES²**

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

- 1 The records custodian shall provide an estimate of the reasonable costs to produce the requested
2 records. The Tennessee Comptroller of the Treasury, Office of Open Records Counsel Schedule of
3 Reasonable Charges found at <https://www.comptroller.tn.gov/openrecords/forms.asp>
4 [https://comptroller.tn.gov/office-functions/open-records-counsel/office-of-open-records-
6 counsel/policies---guidelines.html](https://comptroller.tn.gov/office-functions/open-records-counsel/office-of-open-records-
5 counsel/policies---guidelines.html) shall be used to determine the reasonable cost. The records
7 custodian will provide the citizen with an invoice detailing the charges. The citizen shall pay the
8 estimated reasonable costs by cash or check prior to the district producing the copies.
- 8 If the records cannot be made available within seven (7) business days, the records custodian shall
9 provide a records production letter indicating the time needed to complete the request.
- 10 If the request for copies is denied, the records custodian shall provide the citizen with a records request
11 denial letter detailing the basis for the denial.

12 **FREQUENT AND MULTIPLE REQUESTS**

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

22 **DENYING REQUESTS FOR NONCOMPLIANCE⁷**

23 *Requests to Inspect a Public Record*

24 The District shall deny a request to inspect a public record from any citizen that has:

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

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

32 *Requests for Copies of Public Records*

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

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

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

2 RECORDS RETENTION

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

- 5 1. The Director of Schools and/or his/her designee(s) will determine if a particular record is of
6 permanent or temporary value in accordance with regulations promulgated by Municipal
7 Technical Advisory Service (MTAS);^{8,9} the Department of Education Student Membership and
8 Attendance Procedures Manual, and Records Retention Schedule, as applicable. Temporary
9 value records which have been kept beyond the required time may be recommended for
10 destruction in accordance with law,^{10,11}
- 11 2. The records that the State Librarian and Archivist desire to preserve in their facilities will be
12 transferred to the State Library and Archives. The temporary value records rejected by the State
13 Library and Archives may be transferred to another institution or destroyed;^{10,11,12}
- 14 3. Permanent records will be kept in some usable form (digital, printed, microfilm, etc.). If the
15 Director of Schools desires to destroy the original permanent record, these records must be
16 reproduced by microfilming or some other permanent reproduction method. Permission to
17 destroy any original permanent record after microfilming follows the same procedure noted
18 above for temporary records;^{9,11} and
- 19 4. The Director of Schools shall establish procedures to safeguard against the unlawful
20 destruction, removal, or loss of records.¹³

21 DISTRICT PUBLIC RECORDS REQUEST COORDINATOR¹⁴

22 **Felecia Baird**

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

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

25 Fax: (423) 547-8929

26 Email: cindy.walker@ecschools.net

27

Legal References

1. TCA 49-2-301(b)(1)(Z)
2. TCA 10-7-503
3. TCA 10-7-506(a)
4. TCA 49-2-104
5. TCA 10-7-504(p)
6. *Policy Related to Reasonable Charges a Records Custodian May Charge for Frequent and Multiple Requests for Public Records*, Tennessee Comptroller of the Treasury, available at <https://www.comptroller.tn.gov/content/dam/cot/orc/documents/oorc/policies-and-guidelines/ScheduleofReasonableCharges.pdf>; TCA 10-7-503(a)(1)(B),(C)
7. TCA 10-7-503(a)(7)(A)(vii)
8. TCA 10-7-401
9. TCA 10-7-406
10. TCA 10-7-404
11. TCA 10-7-413
12. TCA 10-7-414
13. TCA 39-16-504
14. TCA 10-7-503(g)(1)(D)

Cross References

Financial Reports and Records 2.701
Personnel Records 5.114
Student Records 6.600

STUDENT AFFILIATION AGREEMENT

This Student Affiliation Agreement (this "Agreement") is made this _____, between Ballad Health ("Affiliate"), and Elizabethton High School ("School").

RECITALS

WHEREAS, Ballad Health is a regional health care system which operates health care facilities and clinics in Northeast Tennessee and Southwest Virginia, including through its affiliated entities ; and

WHEREAS, School conducts educational programs (the "Program") for training of Certified Nursing Assistant (the "Discipline(s)") and, as part of the formal course of study in the Program, desires to assign students enrolled in the Program (the "Students") to the Affiliate facilities and other locations designated herein (the "Clinical Sites") to obtain learning experiences; and

WHEREAS, Affiliate recognizes the need for clinical experiences in the training of current and future practitioners of the Discipline(s) and agrees to make available certain Affiliate resources for Students training in the Discipline(s) to participate in learning experiences at the Clinical Sites.

NOW THEREFORE, in consideration of the above recitals, the terms and conditions hereinafter, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for their mutual reliance the parties hereto agree as follows:

I. RESPONSIBILITIES OF AFFILIATE

- A. General. Affiliate agrees to accept, in accordance with the terms of this Agreement, Students and Instructors for participation in clinical experiences at the Clinical Sites, indicated herein below, but subject to the availability of appropriate resources at the Clinical Sites as determined by Affiliate in its sole discretion.
- B. Liaison. Affiliate agrees to designate an appropriate staff member (the "Affiliate Liaison") in its Clinical Education Department to work with the School's designated liaison to coordinate student clinical experiences at the Clinical Sites.
- C. Active Participation. Affiliate agrees to permit each Student to participate as appropriate in the delivery of care to patients during such Student's assigned rotation at a Clinical Site, under the supervision of School Instructors or Affiliate personnel. For the purposes of this Agreement, participation may include observation, intervention and/or the provision of health care under supervision consistent with the Student's level of training and in accordance with applicable state law and Affiliate's policies.
- D. Oversight. Affiliate personnel or School Instructors shall oversee the supervision of Students when they provide patient care, treatment and services at the Clinical Sites.
- E. Facilities and Equipment. Affiliate agrees to arrange for Instructors and Students to have access to such facilities and equipment at the Clinical Sites as are reasonably necessary for activities of the Instructors and Students under this Agreement.

F. Evaluation. Affiliate agrees to cooperate in evaluating the performance of each Student at the termination of such Student's rotation, or upon a schedule mutually agreed to by the parties, and shall provide the School liaison with copies of any such evaluations generated by Affiliate.

G. Student/Instructor Behavior/Termination. In the event Affiliate determines that any Student or Instructor assigned to a Clinical Site has engaged or is engaging in inappropriate behavior, or if Affiliate determines a Student's or Instructor's performance while on the rotation at any Clinical Site is unsatisfactory, Affiliate will notify School. Affiliate and School agree to work together and with the Instructor or Student to attempt to remedy and/or correct the problem. Notwithstanding the foregoing, in the event that Affiliate determines, in its sole discretion, that immediate removal of an Instructor or Student is necessary for patient safety, Affiliate may immediately terminate the assignment of any Instructor or Student. Affiliate's right to terminate an Instructor or Student assignment shall include, but not be limited to, the right to terminate for inappropriate behavior, failure to comply with Rules, poor clinical performance, unacceptable attendance, or other cause deemed appropriate by Affiliate. In the event a Student or Instructor is dismissed from one Clinical Site, such Student or Instructor shall not thereafter be assigned to another Clinical Site.

H. Emergency Treatment. Affiliate shall provide emergency treatment to Instructors and Students if needed for illness or injuries suffered while participating in clinical experiences at the Clinical Sites. Such treatment shall be at the expense of the individual treated.

II. RESPONSIBILITIES OF SCHOOL

A. General. School shall retain full responsibility for the planning, implementation, and execution of the Program, including programming, administration, curriculum, content, grading, and requirements for matriculation, promotion and graduation. School's recommended placement of a Student or Instructor at a Clinical Site shall be subject to the final approval of Affiliate.

B. Liaison. School shall designate one of its employees to serve as the liaison between Affiliate and School (the "School Liaison"). Subject to approval of Affiliate, the School Liaison shall coordinate the clinical and academic experience of the Students, and assist the Clinical Sites as necessary to operate an effective clinical program. The School Liaison shall work and cooperate with the Affiliate Liaison and designated personnel at the Clinical Sites to coordinate Student activities and training. School shall provide Affiliate with forms for evaluation of student performance.

C. Instructors. School and/or Students shall be responsible for obtaining preceptors, clinical instructors, or adjunct faculty for the clinical experience as needed ("Instructors"). Affiliate is not responsible to provide Instructors. If a School provides Instructors, School shall: (i) ensure that each Instructor holds an unrestricted license to practice the Discipline in the state where the Clinical Site is located, (ii) ensure the Instructor is otherwise qualified to provide such instruction, (iii) provide evidence of such licensure and qualifications as requested by Affiliate, (iv) ensure that each Instructor is of appropriate physical fitness to conduct the activities contemplated hereunder, and (v) ensure that Instructor has obtained all appropriate immunization and health screenings

as may be required by Affiliate. School acknowledges and agrees that Affiliate may require copies of all immunization records and other health related information prior to permitting any Instructor to provide instruction at a Clinical Site, and may require that such Instructor undergo an appropriate criminal background check, at the Instructor's expense. School further acknowledges and agrees that each Instructor shall be required to complete Affiliate's general orientation program online, complete and submit all forms and documents as required in the orientation, and complete any applicable department specific orientation programs or other required training prior to providing supervision at a Clinical Site, including training programs for health information systems utilized at the Clinical Sites.

- D. Assignment of Students. School shall provide, to Affiliate not less than one (1) month prior to the commencement of each rotation: (i) the name of each Student and a proposed schedule of assignment to the Clinical Sites; (ii) the name of the Instructor responsible for supervision of each Student (if any); (iii) the expected level of experience to which School proposes each Student will be assigned; (iv) the expected learning objectives of each Student; and (v) a summary of each Student's education and clinical experience. The period of assignment will be subject to the agreement of Affiliate, during which such Student may be allocated among the Clinical Sites. Scheduling the level of expected experience and the degree of complexity of the activities assigned to each Student shall be subject to the mutual agreement of School and Affiliate.
- E. Qualifications of Students. Only those Students who meet the academic and other qualifications for the clinical program shall be eligible for a rotation at a Clinical Site. School shall ensure that each Student assigned is of appropriate physical fitness to conduct the activities contemplated hereunder and has obtained all appropriate immunization and health screenings as may be required by Affiliate. School acknowledges and agrees that Affiliate may require copies of all immunization records and other health related information prior to accepting any Student for clinical experience under this Agreement, and may require that such Student undergo an appropriate criminal background check, at the Student's expense. School further acknowledges and agrees that each Student shall be required to complete Affiliate's general orientation program online, pass the online examination, complete and submit all forms and documents as required in the orientation, complete any applicable department specific orientation programs or other required training programs including without limitation training programs for health information systems utilized at the Clinical Sites, and complete all required background screening requirements prior to commencement of a learning experience.
- F. Policies. School shall require Students and Instructors to comply with all applicable bylaws, rules, regulations, policies and procedures of Affiliate ("Rules"), including without limitation those regarding the security and confidentiality of information and documentation of medication administration. The parties acknowledge and agree that, to the extent School and/or any Student or Instructor is given access to Rules and/or other materials which are privileged under applicable state law ("Privileged Materials"), that such access will be granted only on the premises of the Clinical Site, that no copies will be made or retained by Student or Instructor, and that such Privileged Materials shall be deemed confidential and nothing herein shall be interpreted as a waiver of the confidentiality of such Privileged Materials nor as a waiver of any privilege with respect to such Privileged Materials.

G. Insurance. For clinical Disciplines, School shall provide and maintain professional liability insurance for each Student and Instructor or shall require and ensure that each Student and Instructor provide and maintain professional liability insurance through an occurrence policy. For Clinical Sites in Tennessee, such policy for each individual shall have minimum limits of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate. For Clinical Sites in Virginia, the amount required shall be not less than the liability limit applicable to health care providers pursuant to § 8.01-581.15 of the Code of Virginia per occurrence, and five million dollars (\$5,000,000) annual aggregate. School agrees to provide appropriate evidence of such professional liability insurance prior to commencement of each Student's or Instructor's participation in a clinical experience hereunder, and thereafter upon request by Affiliate. For all Disciplines, School shall provide and maintain or shall ensure that each Student and Instructor carry and maintain health insurance. Ballad reserves the right in its sole discretion to allow or refuse a clinical rotation to any Student or Instructor without health insurance.

H. Insurance by Tennessee and other state public entity Schools. For Schools that are public entities of Tennessee or states other than Tennessee, the insurance requirement in Part G above will be satisfied through the School's participation in a similar state-maintained insurance or self-insurance program for public entities as provided by that state's law. Affiliate acknowledges that the State of Tennessee is self-insured, and prohibits a public entity School in Tennessee from providing, carrying, or maintaining commercial general liability insurance or medical professional or hospital liability insurance. Any and all claims against a public entity School of the State of Tennessee for personal injury and/or property damage, expense, or attorneys' fees shall be submitted to the Claims Commission for the State of Tennessee. Damages recoverable against School shall be expressly limited to claims paid by the claims Commission pursuant to Tennessee Code Annotated § 9-8-301 et. seq..

I. Student Supervision. School agrees that at no time will any Student be given an independent assignment. Affiliate personnel at the Clinical Sites will maintain the responsibility for patient care and will oversee supervision of Student involvement with that care. School agrees that Students must be supervised by Instructors and/or Affiliate personnel when rendering care or performing services under this Agreement. School shall notify Students of all applicable supervision requirements prior to commencement of a Student's rotation.

J. Accreditation Standards. School agrees that Students and Instructors participating in clinical experiences at Clinical Sites shall render services in compliance with the standards of The Joint Commission and/or other applicable accreditation organizations and, upon request, will assist Affiliate in its performance improvement and quality assurance programs.

III. GENERAL PROVISIONS

A. HIPAA. The parties acknowledge and agree that:

- i. Affiliate is a covered entity for purposes of the Health Information Portability and Accountability Act ("HIPAA").

ii. To the extent that Students and Instructors are participating in clinical experiences at the Clinical Sites as part of the Program, such Students and Instructors shall: (a) be considered part of Affiliate's workforce for HIPAA compliance purpose in accordance with 45 CFR § 164.103, but shall not be construed to be employees of Affiliate; (b) receive training by Affiliate on, and be subject to compliance with, all of Affiliate's privacy policies; and (c) not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, accessed through Program participation that has not been de-identified as provided in 45 CFR § 164.514(a).

B. FERPA. Affiliate agrees that to the extent a students' education records and any personally identifiable information from such education records (collectively "Student Information") is subject to the Family Educational Rights and Privacy Act, 20 USC § 1232g and its implementing regulations ("FERPA"), Affiliate will comply with such obligations. Affiliate agrees to only use Student Information for the purposes for which it was disclosed.

C. Term and Termination. This Agreement shall commence on the date first set forth above and shall continue in effect for a period of five (5) years. Either party may terminate this Agreement for any reason, with or without cause, upon thirty (30) calendar days written notice. In the event this Agreement is terminated without cause, Students assigned to a Clinical Site who commence their rotational assignment prior to the termination of this Agreement shall be permitted to complete their rotations pursuant to the terms and conditions of this Agreement, except as otherwise provided hereunder.

D. Status of the Parties. The parties agree that no Student or Instructor participating in the Program, or any other employee or agent of School shall be considered an employee, agent, contractor, or representative of Affiliate for any purpose including, but not limited to workers compensation, employee benefits and taxes, salary, and professional liability. The parties further agree that no employee agent of Affiliate shall be considered an employee, contractor, or representative of School for any purpose including, but not limited to, workers compensation, employee benefits and taxes, salary, and professional liability. The parties expressly understand and agree that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or associations among the parties, or between any Student or Instructor and Affiliate but is rather an agreement by and among independent parties.

E. No Discrimination. The parties agree that neither shall unlawfully discriminate against the Students or Instructors who are covered by this Agreement on the basis of age, race, color, national origin, ethnicity, religion, culture, language, physical or mental disability, socioeconomic status, sex, sexual orientation, gender identity or expression, or other federally protected status.

F. Assignment. This Agreement shall not be assigned, subcontracted or transferred by either party without the written approval of the other party.

G. Notices. Any notice or other communication required by this Agreement shall be in writing and shall be deemed given if hand delivered, sent via overnight courier by a nationally recognized overnight courier, or sent postage prepaid by certified or registered mail, return receipt requested, addressed as follows:

If to Affiliate: Ballad Health
400 N. State of Franklin Road
Johnson City, TN 37604
Attn: System Student Education Coordinator

If to School:
As Indicated on
Signature Page

or to such other addresses or persons as may be furnished from time to time in writing by one party to the other party. The notice shall be effective on the date of delivery if delivered by hand, or the date of delivery as indicated on the receipt if sent via overnight courier, or the date on the return receipt whether or not such notice is accepted by the addressee.

- H. Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of the Agreement and supersedes any prior agreements, releases, or stipulations, oral or written, and all other communications between the parties relating to such subject matter, including specifically superseding any prior agreements of this subject matter with Affiliate's subsidiaries and affiliated entities.
- I. Severability. If any provision of the Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective during the term of this Agreement, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.
- J. No Third Party Beneficiaries. This Agreement is solely between and for the benefit of School and Affiliate, and this Agreement is in no way intended to confer any rights, benefits or obligations to or on any third party.
- K. Waiver. Any waiver of any provision hereof shall not be effective unless expressly made in writing and executed by the party to be charged. The failure of any party to insist on performance of any term or condition of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the further performance of any such term, covenant or condition, and the obligations of the parties with respect thereto shall continue in full force and effect.
- L. Debarment and Suspension. School hereby certifies that neither it nor any of its personnel providing services on behalf of Affiliate is (a) a listed vendor in the Federal General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Presidential Executive Orders 12549 and 12689, "Debarment and Suspension;" or (b) listed in the Office of Inspector General's "List of Excluded Individuals/Entities (LEIE)" pursuant to 42 U.S.C. 1320a-7. This Agreement shall automatically terminate in the event that any of the certifications in this section are untrue with respect to School.
- M. Governing Law and Forum. If a School is prohibited by state law from agreeing to the jurisdiction of another state, this Section M shall not apply. This Agreement is made and entered in the State of Tennessee and shall be construed, interpreted and governed by the laws thereof without giving effect to choice or conflict of law provisions that would cause the application of the domestic substantive laws of any other jurisdiction. In the event of any dispute arising herein, the venue of all legal proceedings shall be in the state courts of Tennessee located in Washington County, Tennessee or in the Federal

Court for the Eastern District of Tennessee, located in Greeneville, Tennessee, or the Tennessee State Claims Commission, and each party hereby waives all objections to jurisdiction or venue or forum non conveniens with respect to any litigation filed in such courts.

[Remainder of page left intentionally blank. Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement effective as of the date set forth above.

Affiliate: Ballad Health

School: Elizabethton High School

Signature: _____
 Print: _____
 Title: _____

Signature: _____
 Print: Katie Dugger
 Title: _____

APPROVED BY BALLAD LEGAL
 DEPARTMENT AS TO FORM

Signature: _____
 Print: _____
 Title: _____

NOTICE ADDRESS AND CLINICAL SITES INCLUDED

SCHOOL NAME: Elizabethton High School	NOTICE ADDRESS:
STUDENT TYPES: CNA	907 Jason Witten Way
	Elizabethton, TN 37643
	Attn: Katie Dugger
<input checked="" type="checkbox"/> ALL HOSPITAL FACILITIES OR SPECIFY: <input type="checkbox"/> Bristol Regional Medical Center <input type="checkbox"/> Dickenson Community Hospital <input type="checkbox"/> Franklin Woods Community Hospital <input type="checkbox"/> Greeneville Community Hospital <input type="checkbox"/> Hancock County Hospital <input type="checkbox"/> Hawkins County Memorial Hospital <input type="checkbox"/> Holston Valley Medical Center <input type="checkbox"/> Indian Path Community Hospital <input type="checkbox"/> Johnson City Medical Center	<input type="checkbox"/> Johnson County Community Hospital <input type="checkbox"/> Johnston Memorial Hospital <input type="checkbox"/> Lee County Community Hospital <input type="checkbox"/> Lonesome Pine Hospital <input type="checkbox"/> Mountain View Regional Hospital <input type="checkbox"/> Niswonger Children’s Hospital <input type="checkbox"/> Norton Community Hospital <input type="checkbox"/> Russell County Hospital <input type="checkbox"/> Smyth County Community Hospital <input type="checkbox"/> Sycamore Shoals Hospital <input type="checkbox"/> Unicoi County Hospital <input type="checkbox"/> Woodridge Hospital
CLINICS: <input type="checkbox"/> Ballad Health Medical Associates (All) <input type="checkbox"/> Urgent Care Centers (All) <input type="checkbox"/> Wellmont Cardiology Services	OTHER: <input type="checkbox"/> Imaging Centers <input type="checkbox"/> Ballad Home Health and Hospice <input type="checkbox"/> Corporate locations <input type="checkbox"/> Long Term Care Facilities (specify):

S:\Public\Legal\Contract Templates\Student Affiliation Agreements\Ballad-Student-Affiliation-2-1-24v2-locked.docx

Certificate Of Completion

Envelope Id: FFD28F21E1C64DA98B8345FB0211929C	Status: Sent
Subject: Electronic Signature for [New - Elizabethton High School - WFe3b08]	
Source Envelope:	
Document Pages: 8	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Ballad Contracting
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	400 N. State of Franklin Rd.
	Johnson City, TN 37604
	rick.smith@balladhealth.org
	IP Address: 13.58.16.249

Record Tracking

Status: Original	Holder: Ballad Contracting	Location: DocuSign
4/3/2024 11:46:17 AM	rick.smith@balladhealth.org	

Signer Events

Signature	Timestamp
Katie Dugger katie.dugger@ecschoools.net Security Level: Email, Account Authentication (None)	Sent: 4/3/2024 11:47:50 AM Viewed: 4/4/2024 4:54:25 AM
Electronic Record and Signature Disclosure: Accepted: 4/4/2024 4:54:25 AM ID: a1c454c3-1118-40f5-8c32-9ecc28cb70ac Company Name: Ballad Health	

Lisa Smithgall
lisa.smithgall@balladhealth.org
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 4/3/2024 1:01:03 PM
ID: c6fe68cb-640f-4985-ac55-842c6666a9d0
Company Name: Ballad Health

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Sandy Sims
sandy.sims@balladhealth.org
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/3/2024 11:47:50 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Ballad Health (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Ballad Health:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: rick.smith@balladhealth.org

To advise Ballad Health of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at rick.smith@balladhealth.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Ballad Health

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to rick.smith@balladhealth.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Ballad Health

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to rick.smith@balladhealth.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Ballard Health as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Ballard Health during the course of your relationship with Ballard Health.

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

=====

BIDS AND PURCHASES OVER \$25,000

DEPARTMENT: Capital Outlay

SUBJECT: Bid Number ECSS 2023-2024-3 for FIRST FLOOR TILE AT T. A. DUGGER JUNIOR HIGH SCHOOL

SUMMARY: Bids were advertised and solicited for FIRST FLOOR TILE AT T. A. DUGGER JUNIOR HIGH SCHOOL. One (1) bid was received and deemed to be acceptable as per bid specifications. Bids were opened at 2:30 p.m., on Tuesday, the 9th day of April 2024. Bids were as follows:

BIDDER	CAFETERIA ONLY AMOUNT	FIRST FLOOR AMOUNT
Winchester Quality Flooring 110 W Elk Ave. Elizabethton, TN 37643	\$44,264.56	\$91,373.16

ACCOUNT

FUNDING: Account codes: Capital Outlay
141-76100-707

RECOMMENDATION: Mr. Richard VanHuss, Director of Schools, and Mr. Richie Burrow, Maintenance Foreman, have reviewed the bids. It is their recommendation that the bid for the FIRST FLOOR TILE AT T. A. DUGGER JUNIOR HIGH SCHOOL be awarded to Winchester Quality Flooring.

NECESSARY

BOARD ACTION: Motion to approve the award of bid number ECSS 2023-2024-3 for the FIRST FLOOR TILE AT T. A. DUGGER JUNIOR HIGH SCHOOL be awarded to Winchester Quality Flooring.

APPROVED BY ELIZABETHTON BOARD OF EDUCATION:

Eddie Pless, Chairman

Richard VanHuss, Director of Schools

DATE

DATE