

ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION

REGULAR SCHEDULED MEETING

Thursday, March 20, 2025, @ 5:30 PM

Board Members

Eddie Pless | Phil Isaacs | Danny O'Quinn | Dr. Robert Lewis | Jamie Schaff
Hudson Smith (Student Liaison)

The Elizabethton Board of Education will meet on Thursday, March 20, 2025, 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. Recognition of the ECS SRO's in honor of School Resource Officer Appreciation Day.
 - B. EHS Battle of the Build Team
 - C. EHS Robot Drone League Team
 - D. EHS Culinary Arts Students
 - E. EHS Career Quest- Lorelei Townsend
 - F. TAD Leads Group Bahamas trip.
7. **CONSENT AGENDA**
 - A. Minutes of Regular Meeting: Date: January 16, 2025
 - B. Approve General Purpose Fund Financial Statement, Date: January 2025 & February 2025
 - C. Approve Federal Projects Fund Financial Statement, Date: January 2025 & February 2025.
 - D. Approve School Nutrition Fund Financial Statement, Date: January 2025 & February 2025.
 - E. Approve Memorandum of Understanding between Goodwill Tenneva and Elizabethton City Schools Family Resource Center regarding the collaboration of donations.
 - F. Approve second reading of Board Policies: 4.603 Promotion & Retention Board Policy #
 - G. Approve the 2025-2026 Voluntary Pre-K Continuous Quality Improvement Plan.

- H. Ratify for Julie Hartsook to research and gather information about the perceptions of general education teachers regarding their preparedness for teaching students with dyslexia. How do teachers perceive the challenges and support systems available when addressing the needs of students with dyslexia in general education classrooms.
 - I. Approve Tonya Range to conduct applied research through the Criminal Justice Department at Elizabethton High School. The intent of the research is to improve problem of practice. Data collection would involve semi-structure interviews with a minimum of 5 participants, quantitative surveys using the Google Forms platform with a minimum of 15 students selected from various grade levels and a focus group using open-ended questions with a minimum of 5 participants, teachers and students who participate in the criminal justice program. I would also like to request classroom observations for general knowledge and understanding. This research site is specific, not considered generalizable and will not be published except to the site administrators.
 - J. Approve Request for Property/Equipment Sale/Disposal.
 - K. Approve Transportation Request for the Betsy Band to travel to Charlotte, NC
 - L. Approve Transportation Request for Elizabethton High School Softball Team to travel on April 10-11, 2025 to Grayson, KY.
 - M. Approve a partner agreement between Elizabethton City Schools and Soles4Souls, Inc. through June 30, 2027.
 - N. Approve agreement between Elizabethton City Schools and Interquest Detection Canines for the 2025-2026 school year.
 - O. Ratify the school calendar for the Professional Development Day on February 24, 2025, to be changed to a regular Instructional day for students.
 - P. Ratify the Comprehensive Educational Resources Membership Agreement for the 2025-2026 school year.
 - Q. Ratify the renewal of Canvas Cloud Subscription.
8. **REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS**
- A. Personnel Report
 - NEW HIRES:
 - Stephanie Steele-Substitute Teacher, eff. 1/14/2025
 - Christopher Rhodes-Custodian @ EHS, eff. 1/13/2025
 - Autumn Miller-ESP-Student Leader, eff. 1/15/2025
 - Nick Collins-Interim Chemistry Teacher @ EHS, eff. 1/15/2025
 - Ansley Cox- ESP-Student Leader, eff. 1/17/2025
 - Jordan Hensley-Ed. Assistant @ TAD, eff. 1/21/2025
 - Jesus Pena- Substitute Teacher, eff. 1/21/2025
 - Autumn Scott- Substitute Teacher, eff. 1/22/2025
 - Derrick Leonard- Interim Teacher @ HME, eff. 2/10/2025-5/2/2025
 - Kaylee Cranford- Substitute Teacher, eff. 1/24/2025
 - Riley Vernon-Asst. Boys' Soccer coach @ TAD, eff. 1/27/2025
 - Gideon Williams-Asst. Boys' Soccer Coach @ EHS, eff. 1/23/2025

Aixa Powell-Substitute Teacher, eff. 1/28/2025
Otavais Harris-Substitute Teacher, eff. 2/7/2025
Victoria Brown-Substitute Teacher, eff. 2/7/2025
Joseph Laughrun-Substitute Teacher, eff. 2/3/2025
Jael Fregoso- Educational Assistant @ HME, eff. 2/4/2025
Dana Dykes-Educational Assistant @ HME, eff. 2/4/2025
Jessica Broyles-Substitute Teacher, eff. 2/7/2025
Danielle Bailey-Substitute Teacher, eff. 2/27/2025
Jon McDowell-Maintenance, eff. 2/25/2025
Shane Buckles-Substitute Teacher, eff. 2/17/2025
Rachel Pawar-Interim Educational Assistant @ WSe, eff. 3/3/2025
Leanne Walker- Educational Assistant @ TAD, eff. 3/3/2025
Zsa Bishop- Substitute Teacher, eff. 3/6/2025
Mikayla Taylor Substitute Teacher, eff. 3/5/2025
Samuel Ledbetter- Substitute Teacher, eff. 3/6/2025
Joshua Elliott- Substitute Teacher, eff. 3/5/2025
Ashley Taylor- Substitute Teacher, eff. 3/12/2025
Jonathan Edwards- Interim Educational Assistant @ TAD, eff. 3/13/2025
ryan Baker-Cafeteria Personnel @ EHS eff. 3/17/2025

ADDITIONAL POSITION:

Libby Post- Teacher /Co-Director for Summer Camp, eff. 1/23/2025
Michael Grindstaff-Asst. Track Coach @ EHS, eff.2/6/2025
Susan Frickel-Assistant Track Coach @TAD, eff. 1/30/2025
Leah Moore-Assistant Track Coach @ TAD, eff. 1/30/2025
Joy Lowe-Custodian @ CDEC bldg.,eff. 2/4/2025
Adam Copeland-Assistant Baseball Coach @ EHS., eff. 2/11/2025

TRANSFERS:

Melissa Andrews TR from substitute cafeteria personnel to P/T Cafeteria Personnel @ HME, eff. 1/13/2025
Lindsey Burchfield-TR from PT to FT SPED Assistant @ HME, eff. 1/27/2025
Amanda Woodby-TR from HME toT AD as PT Educational Assistant, eff. 1/27/2025
Isabel Swearingin-TR from SW Substitute to Educational Assistant @ WSE, eff. 2/17/2025
Susan Frickel-TR from Interim FT Substitute to Interim ELA teacher, eff. 2/10/25-5/26/25
Ruby Shrader-TR from ESP to Substitute Teacher, eff. 2/7/2025
Brock Pittman-TR fro ISS to Behavior Mod classroom, eff. 2/10/2025-5/3/2025
Maggie Carpenter-TR from FT SPED Asst. to Interim FT Substitute Teacher. eff. 2/11/25-5/23/25
Rebecca Tyler-TR from pt SPED Assistant to FT Interim SPED Assistant, eff. 2/11/25-5/23/25

RESIGNATIONS:

Beth Kortze- SPED Instructional Assistant @ HME, eff. 12/20/2024
Penny Nave-Summer Learning Camp Co-Director, eff. 1/16/2025
Mary Bohlke-Educational Assistant @ WSE, eff. 2/11/2025
Brock Pittman- Assistant Track Coach @ TAD, eff. 1/13/2025
Dr. Tammy Markland- Betsy Book Bis Director, eff. 2/28/2025
Angi Boone-Educational Assistant @ TAD, eff. 2/15/2025
Lisa Carrier-Nidiffer- Bus Driver, eff. 3/15/2025

TERMINATIONS:

LEAVE OF ABSENCE:

Amy Ensor-Teacher @ WSE, eff. 2/27/2025-3/21/2025
Jessica Hayes- Teacher @ EHS, eff. 1/16/2025-1/23/2025
Madison Hutchins-SPED Teacher @ TAD, eff. 2/4/2025-5/26/2025
Alexandria Craft-Teacher @ TAD, eff. 2/10/2025-5/26/2025

- B. Director's Update
- C. Board Member Reports
- D. City Council Liaison's Report
- E. Student Liaison's Report
 - a. Student Liaison presentation

9. **REGULAR AGENDA**

- A. Discussion of partnership between Elizabethton City Schools and Northeast State Community College to establish a Middle College Program for students at Elizabethton High School.
- B. Approve the nomination of Helen Hackett, a Junior at Elizabethton High School, to be submitted to the Office of the Governor for the position of student representative on the State Board of Education for the 2025-2026 school year.
- C. Approve Contract between Elizabethton City Schools and Hapara for the 2025-2026 school year.
- D. Approve the suspension of Board Policy 1.400 School Board Meetings for the month of February 2025.
- E. Approve first reading of Board Policy 1.400 School Board Meetings
- F. Approve first reading of Board Policy 1.600 Policy Development and Adoption.
- G. Approve on the first and only reading, the following Board Policies:
 - 5.302- Sick Leave
 - 5.303 - Personal and Professional Leave
- H. Approve Elizabethton City Schools Resolution to approve Section 4 of the Education Freedom Act of 2025.
- I. Approve Contract with Elizabethton City Schools and UDT for the purchase of Managed Internet Access and Telecommunications Services as part of the Anderson County Schools Consortium.

10. **FOR YOUR INFORMATION**

11. **NEXT REGULARLY SCHEDULED BOARD MEETING**

The next regularly scheduled Board Meeting will be held on Thursday, April 17, 2025 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, January 16, 2025 5:30 PM
Mack Pierce Board Room

The Elizabethton Board of Education met in a regular meeting on Thursday, January 16, 2025, at 5:30 PM, at Mack Pierce Board Room.

Attendance Taken at 5:29 PM.

Phil Isaacs: Present
Bob Lewis: Present
Danny O'Quinn: Present
Eddie Pless: Present
Jamie Schaff: Present

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 Jamie Schaff to approve the Consent and Regular Agendas. Motion carried.

Phil
Isaacs: aye
Bob
Lewis: aye
Danny
O'Quinn: aye
Eddie
Pless: aye

Jamie
Schaff: aye

aye: 5, nay: 0

5. TIME FOR CITIZENS TO SPEAK

No citizens ask to appear before the Board.

6. SPECIAL RECOGNITION

There were no Special Recognitions for this month.

7. CONSENT AGENDA

A. Minutes of Regular Meeting: Date-December 19, 2024

B. Approve General Purpose Fund Financial Statement, Date: December 2024

C. Approve Federal Projects Fund Financial Statement, Date:December 2024

D. Approve School Nutrition Fund Financial Statement, Date:December 2024

E. Approve travel for Director of Schools, Mr. VanHuss and Board member, Jamie Schaff to attend the Legal and Legislative Conference on February 10-11, 2025 in Franklin, TN.

F. Approve travel for Director of Schools to attend the TOSS Conference on February 11-13, 2025 in Nashville, TN.

G. Approve travel for Director of Schools to attend the Annual Superintendents' Retreat, sponsored by the Niswonger Foundation on February 23-24, 2025 in Asheville, NC.

H. Approve request for Property/Equipment -Sale/disposal

8. REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS

A. Personnel Report

NEW HIRES:

David Newton-PT Custodian @ TAD, eff. 12/13/2024

Kaelyn Bishop-School Psychologist, eff. 1/6/2025

Bailey Marvel-ESP Student Leader,eff. 12/20/2024

Anniston Hensley-ESP Student Leader, eff 1/7/2025

ADDITIONAL POSITION:

TRANSFERS:

Rachel Wagner from Teacher to Director of Community Partnership @

EHS, eff. 1/6/2025

Susan Frickel from PT Ed. Assistant to Interim FT Substitute @ TAD, eff. 1/6/2025

Stephen Reese from substitute teacher to Interim SPED Educational Assistant @ WSE, eff. 1/9/2025

RESIGNATIONS:

Lynn Lopez, cafeteria Personnel @ HME, eff. 12/20/2024

TERMINATIONS:

LEAVE OF ABSENCE:

Michael Freeman, Ed. Asst. @ WSE-extension of Leave of Absence from 8/1/2024- 5/23/2025.(previous return date 12/20/2024)

Debbie Estep, Teacher @ HME, eff. 01/16/2025-01/29/2025

Macy Finger, Teacher @ HME, eff. 2/3/2025-5/2/2025

Jessica Hayes, Teacher @ EHS, eff. 1/16/25-1/23/25

B. Director's Update

Mr. VanHuss remarked that he hoped everyone had a nice Christmas and New Year. We are glad to be back at school after the holidays. There have been some challenges with the weather, but we will continue to evaluate and monitor that.

He pointed out that January 21-27th is TN School Board Appreciation Recognition week. Thank you to the Elizabethton City Council for their recognition of the Board at their meeting last week. It was very much appreciated. It is nice to be recognized, and we appreciate all that our board does. The pay is not good, but we thank you for your heart of service to the students and community.

Capital Projects: CDEC is completed and Harold McCormick, except for a few small items, is also finished. The Dave Rider Center for Athletic Performance is slow, not a ton of progress because of the weather. The footers have been poured, and there are lots of metal pieces being delivered. Hopefully, we can see some real progress in the next few weeks.

If you will mark your calendar for February 21st, we will be having the

Tour of Schools and Ribbon Cutting at Harold McCormick and at the CDEC building. We will meet at the high school that morning.

This is a good way to show the City Council what we have done with the funding they have provided. We haven't done this in a few years, so I am looking forward to this. We will invite the media and things like that. We will put out some notices. We will meet in the student parking lot about 8:15 and go from there. If you come and stay, you will also get a free lunch, catered by our culinary arts class.

I will share more details later. Hopefully you will be able to attend.

I want to talk briefly about weather delays. Last week caught me off guard. Normally, any schedule change we try to make by 5:30-5:45AM due to some buses leaving out as early as 5:45-6:00. If we make the decision to go on a 2-hour delay, you bump that decision time up 2 hours before the buses have to go out. Things may or may not change a lot within those 2 hours. We divide up the area by zones and 3 of us go out. We know the trouble spots that need to be checked. We try to collect information to make an informed decision, and we also use our weather app that we subscribe to that gives us contact with a meteorologist. A good example was last Friday when every school in TN was out. Is it worth the effort to try and get a few hours in and risk trying to get students home? We also have student drivers at the high school that maybe haven't driven in snow or have very limited experience of driving in snow. We look at the whole picture when we are trying to make our decisions. I wanted to let you know how and what goes into us making our decisions. The last thing, if it is a situation the evening before where we are comfortable that the forecast is reliable, we like to give parents advanced warning for those who do need to get child care.

C. Board Member Reports

No board member reports.

D. City Council Liaison's Report

Mr. Simerly said that the City Council was scheduled to go in March to the Tennessee Municipal League Training Program. They have moved this up to a Special Called Meeting in January. I am one voice of seven, but I am opposed to it. We need funding for our public schools.

Thank you for the upcoming event of being able to ride the round bus. We really enjoyed that a couple of years ago. We look forward to seeing all the new changes and what has been done.

I serve on a few boards, and we just had a meeting with one and the animal shelter is looking for a van or large truck to be able to haul dogs and cats around.

I appreciate your time.

E. Student Liaison's Report

I first want to apologize for missing last week. I was playing ball. Thank you for giving us a few extra hours of sleep this past week.

Some upcoming SGA events that are coming up, we have basketball senior night and homecoming. Next month we have our winter formal. Right now we are planning to make sure it will be an enjoyable night for everyone.

I also want to touch on the phone policy. I do see some students sneaking and looking at their phones. For the most part, I have noticed a massive improvement even in my personal life, that I am talking to my friends more. In the hallways, people are talking to each other. I think it has been a positive for everyone.

9. REGULAR AGENDA

- A. Approve first reading of Board policy 4.603 Promotion and Retention Motion was made by Danny O'Quinn, second by Phil Isaacs To approve first reading of Board policy 4.603 Promotion and Retention Motion carried.

Phil

Isaacs: aye

Bob
Lewis: aye
Danny
O'Quin aye
n:
Eddie
Pless: aye
Jamie
Schaff: aye

aye: 5, nay: 0

There was a new statute approved last year for parents requesting to retain a K-2 student. If a parent does want to do this and their student is eligible, they will be required to put that in writing within 30 days of the last day of school.

- B. Approve the purchase of two 2025 Toyota Sienna vans from Roberts Motor Company, Inc. using Government Contract pricing for an amount not to exceed \$40,511.00 per vehicle to be paid from general funds. Motion was made by Danny O'Quinn, second by Jamie Schaff To approve the purchase of two 2025 Toyota Sienna vans from Roberts Motor Company, Inc. using Government Contract pricing for an amount not to exceed \$40,511.00 per vehicle to be paid from general funds. Motion carried.

Phil
Isaacs: aye
Bob
Lewis: aye
Danny
O'Quin aye
n:

Eddie
Pless: aye
Jamie
Schaff: aye

aye: 5, nay: 0

The last couple of years, we have purchased 3 different vans to see how that would work out. One is a handicapped van that has a ramp for easy accessibility. We can get a van where a bus may not be able to get in and out of. We have one for our Homeless program and one for CTE. These have been wonderful, and sometimes it is hard to find a bus driver, so it allows more access and flexibility to get students' places and take smaller groups of students for less money. It also saves money by not having to rent vans.

- C. Approve the purchase of a 2025 Toyota Sienna van from Roberts Motor Co., Inc using Government pricing for an amount not to exceed \$40,511.00 to be paid for from ISM grant funds.

Motion was made by Jamie Schaff, second by Bob Lewis To approve the purchase of a 2025 Toyota Sienna van from Roberts Motor Co. Inc using Government pricing for an amount not to exceed \$40,511.00 to be paid for from ISM grant funds. Motion carried.

Phil
Isaacs: aye
Bob
Lewis: aye
Danny
O'Quin aye
n:
Eddie
Pless: aye

Jamie

Schaff: aye

aye: 5, nay: 0

The only reason we separated these items was because of the funds they would be paid from.

- D. Approve resolution opposing the Education Freedom Scholarship Act. Motion was made by Phil Isaacs, second by Jamie Schaff To approve resolution opposing the Education Freedom Scholarship Act. Motion carried.

Phil

Isaacs: aye

Bob

Lewis: aye

Danny

O'Quin aye

n:

Eddie

Pless: aye

Jamie

Schaff: aye

aye: 5, nay: 0

Mr VanHuss commented that we all have opinions on this. I feel like, in my role, I am the public advocate for the school system. I can in no way see taking away taxpayers' dollars that could benefit our students and have it go to private schools. That is my personal opinion and I appreciate you considering this resolution.

Mr Pless stated that we went through this last year and it failed. I can't support taking away funds from public schools.

Mr. Isaacs stated that as he read it, there were some things that would

be good for the short term but in the long term the effect would not be good for public school systems. I can not support it.

Mrs. Schaff stated that private schools will pick and choose their students whereas we don't.

Mr Vanhuss stated that accountability is a real concern. You can't do that without the same measure of accountability and there is no interest or desire in the leadership of the state to require private schools to do the same assessment as we do. You will see a satisfaction survey mentioned across the state for private schools. We have never had the chance to do a survey like this on public schools.

I will put up what goes on in four classrooms every day. Public school teachers are not afraid of competition. They are the best at what they do, and we have the best around in our school system.

10. FOR YOUR INFORMATION

11. NEXT REGULARLY SCHEDULED BOARD MEETING

The next regularly scheduled Board Meeting will be held on Thursday, February 20, 2025 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

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

Phil	
Isaacs:	aye
Bob	
Lewis:	aye
Danny	
O'Quinn:	aye
Eddie	
Pless:	aye
Jamie	
Schaff:	aye

aye: 5, nay: 0

Chairman of the Board

A handwritten signature in black ink, appearing to read "Paul Vett". The signature is written in a cursive style with a large initial "P" and "V".

Director of Schools

		2024-25	2024-25	2024-25	2024-25	Unencumbered	January 2024-25	
<u>Acct</u>		<u>Original Budget</u>	<u>Revised Budget</u>	<u>FYTD Activity</u>	<u>FYTD %</u>	<u>Balance - YTD Act</u>	<u>Monthly Activity</u>	
141 R 40110	000	CURRENT PROPERTY TAX	3,675,000.00	3,675,000.00	1,503,773.96	40.92	2,171,226.04	1,411,171.20
141 R 40120	000	TRUSTEE'S COLLECTIONS - PRIOR	100,000.00	100,000.00	23,525.60	23.53	76,474.40	12,308.44
141 R 40130	000	CIR CLK/CLK & MASTER COLLECTIO	23,000.00	23,000.00	8,879.48	38.61	14,120.52	4,449.32
141 R 40140	000	INTEREST AND PENALTY	27,000.00	27,000.00	7,242.56	26.82	19,757.44	3,189.64
141 R 40162	000	PAYMENTS IN LIEU OF TAXES-LOCA	61,000.00	61,000.00	6.23	0.01	60,993.77	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	4,250,000.00	4,250,000.00	1,374,259.93	32.34	2,875,740.07	675,877.54
141 R 40275	000	MIXED DRINK TAX	24,000.00	24,000.00	16,899.21	70.41	7,100.79	5,797.62
141 R 40320	000	BANK EXCISE TAX	38,750.00	38,750.00	0.00	0.00	38,750.00	0.00
141 R 41110	000	MARRIAGE LICENSES	650.00	650.00	298.86	45.98	351.14	87.90
141 R 43511	000	TUITION - REGULAR DAY STUDENTS	385,000.00	385,000.00	189,704.29	49.27	195,295.71	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	122,323.85	53.66	105,651.15	17,894.43
141 R 44110	000	INVESTMENT INCOME	120,000.00	120,000.00	56,043.61	46.70	63,956.39	9,426.75
141 R 44120	000	LEASE/RENTALS	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
141 R 44170	000	MISCELLANEOUS REFUNDS	0.00	0.00	19,914.91	0.00	-19,914.91	503.39
141 R 44530	000	SALE OF EQUIPMENT	0.00	0.00	400.00	0.00	-400.00	0.00
141 R 44570	000	CONTRIBUTIONS & GIFTS	0.00	0.00	14,764.90	0.00	-14,764.90	2,500.00
141 R 44990	000	OTHER LOCAL REVENUES	1,000.00	1,000.00	123,050.62	12,305.06	-122,050.62	34,632.41
141 R 46510	000	TISA STATE FUNDING	20,592,093.00	20,592,093.00	12,455,608.71	60.49	8,136,484.29	2,034,663.95
141 R 46515	000	EARLY CHILDHOOD EDUCATION	411,160.00	411,160.00	210,652.06	51.23	200,507.94	40,048.09
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	232,876.00	232,876.00	0.00	0.00	232,876.00	0.00
141 R 46610	000	CAREER LADDER PROGRAM	23,947.00	23,947.00	9,897.88	41.33	14,049.12	0.00
141 R 46790	000	OTHER VOCATIONAL	317,497.00	317,497.00	109,035.47	34.34	208,461.53	18,188.71
141 R 46980	000	OTHER STATE GRANTS	0.00	0.00	100,920.64	0.00	-100,920.64	0.00
141 R 46990	000	OTHER STATE REVENUES	113,000.00	113,000.00	0.00	0.00	113,000.00	0.00
141 R 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	22,072.95	83.61	4,327.05	0.00
141 R 49810	000	CITY GENERAL FUND TRANSFER	2,400,000.00	2,400,000.00	1,400,000.00	58.33	1,000,000.00	200,000.00
Grand Revenue Totals			33,125,440.00	33,125,440.00	17,769,275.72	53.64	15,356,164.28	4,470,739.39

Number of Accounts: 50

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

Acct	2024-25		2024-25		Unencumbered		January 2024-25
	Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance - YTD Act	Monthly Activity	
141 E 71100 --- --- -----	REGULAR INSTRUCTION PROGRAM	14,885,198.00	14,885,198.00	6,409,404.36	43.06	8,475,793.64	1,179,924.59
141 E 71200 --- --- -----	SPECIAL EDUCATION PROGRAM	2,701,461.00	2,701,461.00	1,125,039.26	41.65	1,574,901.65	223,731.47
141 E 71300 --- --- -----	VOCATIONAL EDUCATION PROGRAM	1,667,157.00	1,667,157.00	694,163.74	41.64	955,954.11	128,396.94
141 E 71400 --- --- -----	STUDENT BODY EDUCATION PROGRAM	465,830.00	465,830.00	217,036.56	46.59	248,793.44	10,726.74
141 E 72110 --- --- -----	ATTENDANCE	114,300.00	114,300.00	53,549.95	46.85	59,550.05	6,228.29
141 E 72120 --- --- -----	HEALTH SERVICES	476,052.00	476,052.00	198,970.87	41.80	274,795.63	39,545.68
141 E 72130 --- --- -----	OTHER STUDENT SUPPORT	1,186,085.00	1,186,085.00	498,421.28	42.02	672,064.36	97,506.37
141 E 72210 --- --- -----	REGULAR INSTRUCTION PROGRAM	1,357,541.00	1,357,541.00	674,758.46	49.70	679,473.85	92,573.54
141 E 72220 --- --- -----	SPECIAL EDUCATION PROGRAM	511,010.00	511,010.00	187,709.41	36.73	321,550.59	32,336.91
141 E 72230 --- --- -----	VOCATIONAL EDUCATION PROGRAM	189,611.00	189,611.00	100,563.37	53.04	89,047.63	14,920.31
141 E 72250 --- --- -----	TECHNOLOGY	1,053,560.00	1,053,560.00	577,298.77	54.80	410,470.76	67,212.98
141 E 72310 --- --- -----	BOARD OF EDUCATION	637,915.00	637,915.00	482,243.08	75.60	153,335.82	74,490.89
141 E 72320 --- --- -----	OFFICE OF THE SUPERINTENDENT	449,695.00	449,695.00	247,810.03	55.11	184,058.42	34,833.20
141 E 72410 --- --- -----	OFFICE OF THE PRINCIPAL	1,954,133.00	1,954,133.00	1,015,299.05	51.96	938,833.95	158,509.40
141 E 72510 --- --- -----	FISCAL SERVICES	439,279.00	439,279.00	265,239.66	60.38	171,988.93	32,921.75
141 E 72610 --- --- -----	OPERATION OF PLANT	2,118,961.00	2,118,961.00	1,275,281.86	60.18	840,331.95	137,655.36
141 E 72620 --- --- -----	MAINTENANCE OF PLANT	1,302,361.00	1,302,361.00	832,513.77	63.92	239,913.78	107,182.90
141 E 72710 --- --- -----	TRANSPORTATION	841,451.00	841,451.00	500,556.24	59.49	185,985.42	29,492.28
141 E 73100 --- --- -----	FOOD SERVICE	42,705.00	42,705.00	25,507.87	59.73	17,197.13	2,716.99
141 E 73300 --- --- -----	COMMUNITY SERVICES	227,975.00	227,975.00	119,018.12	52.21	104,078.32	2,025.50
141 E 73400 --- --- -----	EARLY CHILDHOOD EDUCATION	411,160.00	411,160.00	175,794.15	42.76	235,365.85	33,204.38
141 E 76100 --- --- -----	REGULAR CAPITAL OUTLAY	92,000.00	92,000.00	1,823,658.11	1,982.24	-5,320,266.86	309,426.52
Grand Expense Totals		33,125,440.00	33,125,440.00	17,499,837.97	52.83	11,513,218.42	2,815,562.99

Number of Accounts: 587

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

	Acct	2024-25		2024-25		Unencumbered	February 2024-25	
		Original Budget	Revised Budget	FYTD Activity	FYTD %			Balance - YTD Act
141 R 40110	000	CURRENT PROPERTY TAX	3,675,000.00	3,675,000.00	1,503,773.96	40.92	2,171,226.04	0.00
141 R 40120	000	TRUSTEE'S COLLECTIONS - PRIOR	100,000.00	100,000.00	23,525.60	23.53	76,474.40	0.00
141 R 40130	000	CIR CLK/CLK & MASTER COLLECTIO	23,000.00	23,000.00	8,879.48	38.61	14,120.52	0.00
141 R 40140	000	INTEREST AND PENALTY	27,000.00	27,000.00	7,242.56	26.82	19,757.44	0.00
141 R 40162	000	PAYMENTS IN LIEU OF TAXES-LOCA	61,000.00	61,000.00	6.23	0.01	60,993.77	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	4,250,000.00	4,250,000.00	1,374,259.93	32.34	2,875,740.07	0.00
141 R 40275	000	MIXED DRINK TAX	24,000.00	24,000.00	16,899.21	70.41	7,100.79	0.00
141 R 40320	000	BANK EXCISE TAX	38,750.00	38,750.00	0.00	0.00	38,750.00	0.00
141 R 41110	000	MARRIAGE LICENSES	650.00	650.00	298.86	45.98	351.14	0.00
141 R 43511	000	TUITION - REGULAR DAY STUDENTS	385,000.00	385,000.00	189,722.79	49.28	195,277.21	18.50
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	136,537.75	59.89	91,437.25	14,213.90
141 R 44110	000	INVESTMENT INCOME	120,000.00	120,000.00	67,377.29	56.15	52,622.71	11,333.68
141 R 44120	000	LEASE/RENTALS	1,000.00	1,000.00	100.00	10.00	900.00	100.00
141 R 44170	000	MISCELLANEOUS REFUNDS	0.00	0.00	20,147.12	0.00	-20,147.12	232.21
141 R 44530	000	SALE OF EQUIPMENT	0.00	0.00	400.00	0.00	-400.00	0.00
141 R 44570	000	CONTRIBUTIONS & GIFTS	0.00	0.00	14,764.90	0.00	-14,764.90	0.00
141 R 44990	000	OTHER LOCAL REVENUES	1,000.00	1,000.00	177,637.39	17,763.74	-176,637.39	54,586.77
141 R 46510	000	TISA STATE FUNDING	20,592,093.00	20,592,093.00	14,490,272.66	70.37	6,101,820.34	2,034,663.95
141 R 46515	000	EARLY CHILDHOOD EDUCATION	411,160.00	411,160.00	251,257.10	61.11	159,902.90	40,605.04
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	232,876.00	232,876.00	0.00	0.00	232,876.00	0.00
141 R 46610	000	CAREER LADDER PROGRAM	23,947.00	23,947.00	9,897.88	41.33	14,049.12	0.00
141 R 46790	000	OTHER VOCATIONAL	317,497.00	317,497.00	130,562.04	41.12	186,934.96	21,526.57
141 R 46980	000	OTHER STATE GRANTS	0.00	0.00	100,920.64	0.00	-100,920.64	0.00
141 R 46990	000	OTHER STATE REVENUES	113,000.00	113,000.00	0.00	0.00	113,000.00	0.00
141 R 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	22,072.95	83.61	4,327.05	0.00
141 R 49810	000	CITY GENERAL FUND TRANSFER	2,400,000.00	2,400,000.00	1,600,000.00	66.67	800,000.00	200,000.00
Grand Revenue Totals			33,125,440.00	33,125,440.00	20,146,556.34	60.82	12,978,883.66	2,377,280.62

Number of Accounts: 51

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

Acct	2024-25		2024-25		Unencumbered		February 2024-25
	Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance - YTD Act	Monthly Activity	
141 E 71100 --- ---	REGULAR INSTRUCTION PROGRAM	14,885,198.00	14,885,198.00	7,594,417.74	51.02	7,258,280.15	1,185,013.38
141 E 71200 --- ---	SPECIAL EDUCATION PROGRAM	2,701,461.00	2,701,461.00	1,353,297.02	50.10	1,342,873.23	228,257.76
141 E 71300 --- ---	VOCATIONAL EDUCATION PROGRAM	1,667,157.00	1,667,157.00	830,217.29	49.80	825,573.26	136,053.55
141 E 71400 --- ---	STUDENT BODY EDUCATION PROGRAM	465,830.00	465,830.00	327,630.48	70.33	138,199.52	110,593.92
141 E 72110 --- ---	ATTENDANCE	114,300.00	114,300.00	64,349.24	56.30	48,605.74	10,799.29
141 E 72120 --- ---	HEALTH SERVICES	476,052.00	476,052.00	236,927.97	49.77	237,288.53	37,957.10
141 E 72130 --- ---	OTHER STUDENT SUPPORT	1,186,085.00	1,186,085.00	584,988.88	49.32	585,684.69	86,567.60
141 E 72210 --- ---	REGULAR INSTRUCTION PROGRAM	1,357,541.00	1,357,541.00	764,173.45	56.29	581,511.63	89,414.99
141 E 72220 --- ---	SPECIAL EDUCATION PROGRAM	511,010.00	511,010.00	218,051.83	42.67	290,758.17	30,342.42
141 E 72230 --- ---	VOCATIONAL EDUCATION PROGRAM	189,611.00	189,611.00	115,483.68	60.91	74,127.32	14,920.31
141 E 72250 --- ---	TECHNOLOGY	1,053,560.00	1,053,560.00	656,133.61	62.28	349,629.98	78,834.84
141 E 72310 --- ---	BOARD OF EDUCATION	637,915.00	637,915.00	493,102.88	77.30	142,448.48	10,859.80
141 E 72320 --- ---	OFFICE OF THE SUPERINTENDENT	449,695.00	449,695.00	283,457.63	63.03	147,661.72	35,647.60
141 E 72410 --- ---	OFFICE OF THE PRINCIPAL	1,954,133.00	1,954,133.00	1,173,744.80	60.06	780,388.20	158,445.75
141 E 72510 --- ---	FISCAL SERVICES	439,279.00	439,279.00	298,901.45	68.04	137,967.18	33,661.79
141 E 72610 --- ---	OPERATION OF PLANT	2,118,961.00	2,118,961.00	1,450,871.01	68.47	664,507.80	175,589.15
141 E 72620 --- ---	MAINTENANCE OF PLANT	1,302,361.00	1,302,361.00	923,154.54	70.88	153,106.14	90,640.77
141 E 72710 --- ---	TRANSPORTATION	841,451.00	841,451.00	548,067.20	65.13	135,931.68	47,510.96
141 E 73100 --- ---	FOOD SERVICE	42,705.00	42,705.00	28,224.86	66.09	12,001.14	2,716.99
141 E 73300 --- ---	COMMUNITY SERVICES	227,975.00	227,975.00	124,667.55	54.68	97,498.89	5,649.43
141 E 73400 --- ---	EARLY CHILDHOOD EDUCATION	411,160.00	411,160.00	209,334.34	50.91	201,825.66	33,540.19
141 E 76100 --- ---	REGULAR CAPITAL OUTLAY	92,000.00	92,000.00	1,963,249.06	2,133.97	-5,330,047.61	139,590.95
Grand Expense Totals		33,125,440.00	33,125,440.00	20,242,446.51	61.11	8,875,821.50	2,742,608.54

Number of Accounts: 589

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

		2024-25	2024-25	2024-25	2024-25	Unencumbered	January 2024-25	
<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	99,623.00	99,623.00	52,024.06	52.22	47,598.94	7,797.80
142 R 47189	OCA	EISENHOWER PROF DEVELOPMENT ST	9,030.00	9,030.00	7,112.11	78.76	1,917.89	966.12
142 R 47131	OCP	VOCATIONAL EDUC - BASIC GRANTS	41,597.00	41,597.00	33,929.84	81.57	7,667.16	9,679.07
142 R 47143	OID	SPECIAL EDUCATION - GRANTS TO	628,419.00	628,419.00	254,193.18	40.45	374,225.82	49,388.63
142 R 47145	OPS	SPECIAL EDUCATION PRESCHOOL GR	17,353.00	17,353.00	7,445.60	42.91	9,907.40	1,489.12
142 R 47141	OT1	TITLE 1 GRANTS TO LOCAL EDUC A	589,659.00	589,659.00	308,454.61	52.31	281,204.39	70,408.85
142 R 47590	OT1	OTHER FEDERAL THROUGH STATE	54,018.00	54,018.00	28,523.97	52.80	25,494.03	6,511.57
142 R 47189	OT2	EISENHOWER PROF DEVELOPMENT ST	94,515.00	94,515.00	68,765.75	72.76	25,749.25	5,842.25
142 R 47590	OVR	OTHER FEDERAL THROUGH STATE	51,018.00	51,018.00	25,451.79	49.89	25,566.21	4,243.18
142 R 47147	21C	SAFE AND DRUG-FREE SCHOOLS-ST	110,059.00	110,059.00	71,211.11	64.70	38,847.89	12,201.14
142 R 47404	702	ARP Homeless	0.00	0.00	1,811.49	0.00	-1,811.49	0.00
142 R 47149	703	EDUCATION FOR HOMELESS CHILDRE	0.00	0.00	439.20	0.00	-439.20	0.00
142 R 47401	933	ESSER 3.0	0.00	0.00	62,069.30	0.00	-62,069.30	0.00
142 R 47990	CPS	OTHER DIRECT FEDERAL REVENUE	0.00	0.00	458,899.00	0.00	-458,899.00	83,451.64
142 R 47141	T1N	TITLE 1 GRANTS TO LOCAL EDUC A	23,800.00	23,800.00	10,000.00	42.02	13,800.00	2,000.00
Grand Revenue Totals			1,719,091.00	1,719,091.00	1,390,331.01	80.88	328,759.99	253,979.37

Number of Accounts: 15

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

		2024-25	2024-25	2024-25	2024-25	Unencumbered	January 2024-25
	Acct	Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance - YTD Act	Monthly Activity
142 E 71100	REGULAR INSTRUCTION PROGRAM	554,341.00	554,341.00	299,097.07	53.96	250,537.50	40,680.83
142 E 71200	SPECIAL EDUCATION PROGRAM	645,772.00	645,772.00	261,644.78	40.52	384,127.22	50,883.75
142 E 71300	VOCATIONAL EDUCATION PROGRAM	19,951.00	19,951.00	22,915.70	114.86	-2,964.70	1,431.28
142 E 72130	OTHER STUDENT SUPPORT	116,029.00	116,029.00	51,985.37	44.80	58,043.63	6,282.18
142 E 72210	REGULAR INSTRUCTION PROGRAM	271,173.00	271,173.00	166,012.61	61.22	100,707.36	22,274.88
142 E 72230	VOCATIONAL EDUCATION PROGRAM	1,766.00	1,766.00	1,397.05	79.11	368.95	0.00
142 E 72710	TRANSPORTATION	0.00	0.00	3,129.09	0.00	-3,129.09	658.80
142 E 73300	COMMUNITY SERVICES	110,059.00	110,059.00	77,936.74	70.81	32,122.26	10,623.84
142 E 76100	REGULAR CAPITAL OUTLAY	0.00	0.00	437,516.66	0.00	-531,452.16	0.00
Grand Expense Totals		1,719,091.00	1,719,091.00	1,321,635.07	76.88	288,360.97	132,835.56

Number of Accounts: 105

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

		2024-25	2024-25	2024-25	2024-25	Unencumbered	January 2024-25	
<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	0.00	0.00	-34.73	0.00	34.73	0.00
143 R 43522	000	LUNCH PAYMENTS - ADULTS	22,000.00	22,000.00	7,958.97	36.18	14,041.03	1,159.75
143 R 43525	000	A LA CARTE SALES	55,280.00	55,280.00	26,617.56	48.15	28,662.44	3,849.17
143 R 43990	000	OTHER CHARGES FOR SERVICES	12,500.00	12,500.00	2,180.21	17.44	10,319.79	0.00
143 R 44110	000	INVESTMENT INCOME	40,000.00	40,000.00	17,727.72	44.32	22,272.28	2,650.76
143 R 44170	000	MISCELLANEOUS REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00
143 R 46520	000	SCHOOL FOOD SERVICE	11,000.00	11,000.00	0.00	0.00	11,000.00	0.00
143 R 47111	000	USDA SCHOOL LUNCH PROGRAM	785,000.00	785,000.00	395,322.46	50.36	389,677.54	65,141.33
143 R 47112	000	USDA COMMODITIES	93,500.00	93,500.00	33,945.73	36.31	59,554.27	14,029.28
143 R 47113	000	USDA BREAKFAST	447,500.00	447,500.00	226,155.14	50.54	221,344.86	39,289.55
143 R 47114	000	USDA - ESP SNACK PROGRAM	31,000.00	31,000.00	11,934.55	38.50	19,065.45	1,456.84
Grand Revenue Totals		1,497,780.00	1,497,780.00	721,807.61	48.19	775,972.39	127,576.68	

Number of Accounts: 39

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

		2024-25	2024-25	2024-25	2024-25	Unencumbered	January 2024-25
	<u>Acct</u>	<u>Original Budget</u>	<u>Revised Budget</u>	<u>FYTD Activity</u>	<u>FYTD %</u>	<u>Balance - YTD Act</u>	<u>Monthly Activity</u>
143 E 73100 --- --- ----- ---	FOOD SERVICE	1,497,780.00	1,497,780.00	874,616.67	58.39	623,163.33	116,298.59
<hr/> Grand Expense Totals		1,497,780.00	1,497,780.00	874,616.67	58.39	623,163.33	116,298.59

Number of Accounts: 87

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



Memo of Understanding

February 10, 2025

Goodwill Tennesse
2475 E. Stone Drive
Kingsport, TN 37660

Elizabethton City Schools
402 Bemberg Rd.
Elizabethton, TN

Purpose:

This memo of understanding (MOU) outlines the terms and conditions of the understanding between Goodwill Tennesse and Elizabethton City Schools Family Resource Center regarding the collaboration on donations. Both parties agree to cooperate and work together for the successful execution of the project.

Scope of agreement:

1. Family Resource Center and Goodwill agree to partner for the good of the community in which we serve to provide basics needs to students in the Elizabethton City School system.
2. The Family Resource Center (FRC) will collect donations throughout the year. The FRC will donate items they can't use to Goodwill in Elizabethton. The FRC will put the unwanted items in a Goodwill bin in which Goodwill will pick up at a scheduled time.
3. Goodwill will provide \$100 in gift cards to the FRC per bin provided that it is filled and collected by Goodwill. A full bin consists of textiles filled to the top. These will be in increments of \$10 each. The gift cards will be used to purchase items needed for students referred to the FRC.

Terms and Conditions:

1. Both Goodwill Tennesse and the FRC agree to share relevant information and resources necessary for the partnership.
2. Both parties will communicate regularly to discuss progress, challenges, and any necessary adjustments to the partnership.
3. Each party will designate a primary point of contact for effective communication and coordination.
4. Any changes to the scope of agreement or partnership must be mutually agreed upon by both parties in writing.

2745 East Stone Drive | Kingsport, TN 37660 | Phone: 423.245.0600 | Fax: 423.245.0200

www.goodwilltnva.org

CHANGING LIVES THROUGH THE POWER OF WORK



- 5. The MOU does not create a legal partnership between Goodwill Tenneva and the FRC, and each party will be responsible for its own costs and liabilities.

Confidentiality:

Both parties agree to maintain the confidentiality of any sensitive information shared during the course of the partnership. Confidential information should not be disclosed to any third party.

Duration:

This understanding will be effective from February 10, 2025. This partnership can be terminated at any time by mutual agreement or by either party upon written notice.

Signatures:

Name: _____ Date: _____

Signature: _____

Name: _____ Date: _____

Signature: _____

This MOU is not legally binding but represents the intent of both parties to collaborate and work together. It serves as a framework for the partnership and can be used as a reference for the formalization of a binding agreement in the future.

Please feel free to reach out if you require any further clarification or modifications to the above terms.

Kind regards,

Amanda Adams

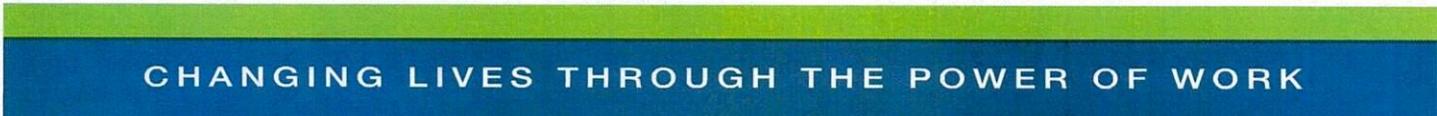
Director of Communications, Goodwill Tenneva

423-360-7688

amanda@goodwilltnva.org

2745 East Stone Drive | Kingsport, TN 37660 | Phone: 423.245.0600 | Fax: 423.245.0200

www.goodwilltnva.org



Elizabethton City Board of Education

Monitoring: Review: Annually, in December	Descriptor Term: Promotion and Retention	Descriptor Code: 4.603	Issued Date: 07/16/24
		Rescinds: 4.603	Issued: 04/20/23

1 General

2 All promotion and retention decisions shall be made on a case-by-case basis and comply with state and
3 federal law. All decisions shall be made in consultation with a student's IEP and/or 504 team, if
4 applicable.¹

5 Students who have difficulty in achieving the requirements for promotion may be considered for
6 retention. Schools shall identify these students by February 1st. Factors used to identify students for
7 retention shall include:²

- 8 1. Ability to perform at the current grade level;
- 9
- 10 2. Results of local assessments, screening, or monitoring tools;
- 11
- 12 3. State assessments, as applicable;
- 13
- 14 4. Home Literacy Reports;³
- 15
- 16 5. Overall academic achievement of the student;
- 17
- 18 6. Likelihood of success with more difficult material if promoted to the next grade;
- 19
- 20 7. Attendance record; and
- 21
- 22 8. The student's maturity.

23 Students may be identified for retention after the February 1st deadline if the delay in identifying a
24 student is due to:⁴

- 25 1. Date of enrollment;
- 26
- 27 2. Additional information acquired after results of local assessment, screening, or monitoring are
28 released.

29 VOLUNTARY RETENTION⁵

30 A parent/guardian of a student enrolled in kindergarten through second grade may choose to retain
31 his/her student in the current grade level if:

Commented [MN1]: From TSBA: The State Board of Education updated regulation 0520-01-03-.16 at its November meeting. Parents/guardians who choose to retain their K-2 student must submit a written request within thirty days of the end of the school year. If the student is not eligible for voluntary retention under state law, the district is now required to respond to the parent/guardian in writing. We have added a provision on this requirement to our model policy.

- 1 1. The student has a documented academic or behavioral delay; and
- 2
- 3 2. The parent/guardian believes that retention may benefit the student.⁵

4 This information shall be submitted in writing within thirty (30) days of the end of the school year. The
5 district shall send written notice to the parent/guardian confirming whether the student is eligible for
6 retention under state law.

7 **PROMOTION PLANS**⁶

8 When a student is identified for retention, the student's parent(s)/guardian(s) shall be notified within
9 fifteen (15) calendar days, and an individualized promotion plan shall be developed to help the student
10 avoid retention. The plan shall be developed in coordination with the student's teachers, IEP or 504
11 team, if applicable, and may also include input from the student's parent(s)/guardian(s), school
12 counselor, or other appropriate school personnel.

13 Promotion plans shall incorporate evidence-based strategies, including expectations and measurements
14 that will verify whether a student has made sufficient progress to be promoted to the next grade level,
15 and be tailored to the student's learning needs. Promotion plans for students in third and fourth grade
16 will include additional requirements for promoting students in these grades. A copy of the plan will be
17 provided to the student's parent(s)/guardian(s), and the school shall offer the opportunity for a parent-
18 teacher conference to discuss the plan. If a student is not making progress on the promotion plan, then
19 the strategies shall be modified. Parent(s)/guardian(s) shall be provided with any changes to the
20 promotion plan.

21 A student who demonstrates sufficient academic progress according to his/her promotion plan shall be
22 promoted to the next grade level unless retention is required per additional requirements for students in
23 third and fourth grade.⁷

24 If a student has not demonstrated sufficient academic progress according to his/her promotion plan by
25 the end of the school year, the student shall be eligible to enroll in a summer reading or learning
26 program, if available. Parent(s)/guardian(s) shall be notified of a decision for retention at least ten (10)
27 calendar days prior to the start of the next school year if the student was enrolled in a summer program.
28 However, if the student wasn't enrolled in a summer program, the parent(s)/guardian(s) shall be
29 notified of a decision for retention at least thirty (30) calendar days prior to the start of the next school
30 year.⁸

31 **RETENTION**⁷

32 A student may be retained when such retention is in the best interests of the student or when retention
33 is required per additional requirements for students in third and fourth grade.

34 *Decision of Retention – General*⁹

35 If a student is retained, the Director of Schools/designee shall develop an individualized academic
36 remediation plan within thirty (30) calendar days after the beginning of the next school year. A copy of
37 the plan shall be provided to the student's parent(s)/guardian(s) within ten (10) calendar days of its
38 development. The plan shall include at least one of the following strategies:

- 1 1. Adjustment to the current instructional strategies or materials;
- 2
- 3 2. Additional instructional time;
- 4
- 5 3. Individual tutoring;
- 6
- 7 4. Modification to the student's classroom assignment to ensure the student receives
- 8 instruction from a teacher with a level of overall effectiveness of above expectations (level
- 9 4) or significantly above expectations (level 5); or
- 10
- 11 5. Attendance or truancy interventions.

12 A student shall not be retained more than once in any grade. The progress of students who are retained
13 shall be closely monitored and reported to parent(s)/guardian(s) at least three (3) times during the
14 school year in which the student is retained. The Director of Schools shall develop procedures to
15 ensure appropriate recordkeeping of students who are retained.

16 *Decision of Retention – Third Grade*¹⁰

17 Third grade students shall not be promoted to the next grade unless they are determined to be
18 proficient (i.e., receive a performance level rating of “on track” or “mastered”) in English language arts
19 (ELA) based on the student's most recent TCAP test.

20 Students who are not proficient in ELA may still be promoted if the following conditions are met:

- 21 1. A student in third grade receiving a performance level rating of “approaching” on the ELA
22 portion of the student's most recent TCAP test may be promoted if:
23
 - 24 a. The student is an English language learner and has received less than two (2) full years
25 of ELA instruction;
 - 26 b. The student was previously retained in grades K-3;
 - 27 c. The student is retested before the next school year and scores proficient in ELA;
 - 28 d. The student attends a learning loss bridge camp before the next school year, maintains a
29 ninety percent (90%) attendance rate, and demonstrates adequate growth on the post-
30 test at the end of the camp;
 - 31 e. The student receives tutoring for the entirety of the next school year in accordance with
32 state law; or
 - 33 f. Beginning with the 2023-2024 school year, the student demonstrates proficiency in
34 ELA standards by scoring within the fiftieth percentile on the most recently
35 administered state-provided benchmark assessment and the district provides tutoring
36 services to the student during the entire fourth grade school year and notifies the
37 student's parent/guardian, in writing, of the benefits of enrolling the student in summer
38 programming.
- 39
- 40 2. A student in third grade receiving a performance level rating of “below” on the ELA portion of
41 the student's most recent TCAP test may be promoted if:
42

- 1 a. The student is an English language learner and has received less than two (2) full years
2 of ELA instruction;
- 3 b. The student was previously retained in grades K-3;
- 4 c. The student is retested before the next school year and scores proficient in ELA; or
- 5 d. The student attends a learning loss bridge camp before the next school year, maintains a
6 ninety percent (90%) attendance rate, and receives tutoring for the entirety of the next
7 school year in accordance with state law.

8 *Decision of Retention – Fourth Grade*¹⁰

9 Students in the following categories may be promoted to fifth grade if they demonstrate adequate
10 growth on the fourth-grade ELA portion of the TCAP test:

- 11 1. A student who was promoted to fourth grade due to receiving tutoring for the entirety of the
12 fourth-grade school year; and
- 13
- 14 2. A student who was promoted to fourth grade due to attending a learning loss bridge camp while
15 maintaining a ninety percent (90%) attendance rate and receiving tutoring for the entirety of the
16 fourth grade school year.

17 If a student that was promoted to fourth grade under one of the provisions above does not demonstrate
18 adequate growth on the fourth-grade ELA portion of the TCAP test, then the following shall occur:

- 19 1. The student's principal shall convene a conference consisting of the following parties: the
20 student's parent(s)/legal guardian, the student's ELA teacher, and the student's principal.
- 21
- 22 2. The conference shall review the student's fourth grade ELA performance to determine if the
23 student should be promoted to fifth grade.
- 24
- 25 3. At the conclusion of the conference, a majority of the parties shall agree to one of the
26 following:
 - 27 a. The student will be promoted to fifth grade and be assigned a tutor for the entirety of
28 the student's fifth-grade year; or
 - 29 b. The student will be retained in fourth grade. A student shall not be retained more than
30 once in fourth grade.

31 *Decision of Retention – Students with Disabilities*¹¹

32 Retention and promotion decisions shall be made on a case-by-case basis and in consultation with the
33 student's IEP and/or 504 team to determine whether the student's performance on the ELA portion of
34 TCAP was due to the student's disability. The school district shall not retain a student with a disability
35 or a suspected disability that impacts their ability to read.

36 **APPEALS**^{8,12}

37 When a student is identified for retention, the parent(s)/guardian(s) shall be notified about the decision
38 to retain the student and provided with information on the right to appeal the decision. Appeals shall be
39 made to a committee appointed by the principal within five (5) days. The student and his/her

- 1 parent(s)/guardian(s) shall be provided written or actual notice of the appeal hearing and shall be given
 2 the opportunity to address the committee. The committee shall conduct a hearing within ten (10) business
 3 days to determine if the student will be promoted and issue such decision within five (5) business days.
 4 Upon notification of the committee decision, the principal shall send written notification to the Director
 5 of Schools/designee and the parent(s)/guardian(s). The notification shall advise parent(s)/guardian(s) of
 6 their right to appeal such action within five (5) days to the Director of Schools/designee.
- 7 The appeal shall be heard no later than ten (10) business days after the request for appeal is received. A
 8 decision shall be issued within five (5) business days.
- 9 Within five (5) business days of the Director of Schools/designee rendering a decision, the student's
 10 parent(s)/guardian(s) may request a hearing by the Board, and the Board shall review the record.
 11 Following the review, the Board may affirm or overturn the decision of the Director of Schools/designee.
 12 The action of the Board shall be final.
- 13 For students where retention is required per the additional requirements for students in third and fourth
 14 grade, parent(s)/guardian(s) may appeal this decision in accordance with state law.¹³

 Legal References

1. [20 USCA § 1400 *et seq.*; 29 U.S.C. § 794 \(Section 504\); TRR/MS 0520-01-03-.16; TCA 49-6-3115](#)
2. [TRR/MS 0520-01-03-.16\(5\)](#)
3. [TCA 49-1-905\(e\)](#)
4. [TRR/MS 0520-01-03-.16\(4\)](#)
5. [TCA 49-6-314; TRR/MS 0520-01-03-.16\(6\)](#)
6. [TRR/MS 0520-01-03-.16\(6\)](#)
7. [TRR/MS 0520-01-03-.16\(6\)\(f\)](#)
8. [TRR/MS 0520-01-03-.16\(6\)\(e\)](#)
9. [TRR/MS 0520-01-03-.16\(6\)\(g\)](#)
10. [TRR/MS 0520-01-03-.16\(7\)](#)
11. [29 U.S.C. § 794 \(Section 504\); 20 USCA § 1400 *et seq.*; TRR/MS 0520-01-03-.16\(7\)\(e\); Public Acts of 2024, Chapter No. 989](#)
12. [TRR/MS 0520-01-03-.16\(3\); TRR/MS 0520-01-02-.17\(7\); TCA 49-6-3102\(e\)\(1\)](#)
13. [TRR/MS 0520-01-03-.16\(7\)\(f\)](#)

 Cross References

Credit Recovery 4.210
 Grading System 4.600
 Reporting Student Progress 4.601
 Attendance 6.200
 Student Assignments 6.205
 Homeless Students 6.503
 Student Records 6.600

Continuous Quality Improvement

Elizabethton (101) Public District - FY 2026 - Voluntary Pre-K - Rev 0 - Voluntary Pre-K

1. In 750 words or less, please describe how your district supported Pre-K teachers' implementation of state-approved curriculum for Pre-K, TN Foundational Skills Curriculum Supplement (or other research-based, sounds-first foundational skills supplement), and the use of high-quality instructional materials as part of everyday instructional practice. Your response must include the following:

- The specific state-approved curriculum and sounds-first foundational skills supplement used and how the district supported teachers and assistants in the implementation of these high-quality materials
- Examples of how your district ensured curricula is being used to fidelity without additional supplements outside of the required foundational skills supplement
- Examples of how high-quality instructional materials are being used to support teaching and learning
- A plan for delivering relevant and meaningful professional development to voluntary pre-kindergarten teachers, specific to ensuring a high-quality pre-kindergarten experience*
- A breakdown of the required 5.5 hours of instructional time and how this time is used to promote learning goals with preschool children
- How the district ensures coordination and alignment between VPK classrooms and kindergarten with the goal of ensuring that elementary grade instruction builds upon pre-kindergarten classroom experiences*

ARTIFACTS: Pre-K Daily Schedule, Professional Development schedule for teachers and assistant teachers

In the 2024-25 school year, teachers will use the adopted curriculum, Connect 4 Learning, and the Tennessee Foundational Skills Curriculum in the classroom. Research has proven that implementing Sounds First foundational skills into the daily instruction and providing teachers with high-quality instructional materials are critical to student and teacher success. All Pre-K teachers participated in the Reading 360 early literacy training from the state in July of 2021. The district has also supported curriculum implementation support to teachers during the 2023-2024 school year by including district and school-level coaches in the process. Pre-K teachers were involved in our Early Literacy Network work with our vendor, School Kit. Our partnership began in the 2021-22 school year and continued through the 2022-23 school year. School Kit worked with teachers and instructional leaders on practical systems to sustain the outstanding work of our teachers in early literacy. Our district has also adopted the Tennessee Foundational Skills Curriculum Supplement for foundational skills instruction in K-2, so the systematic scope and sequence that begins in PreK will be continued through kindergarten and beyond. Additionally, continued work with instructional coaches will ensure coordination between VPK classrooms and elementary schools. To strengthen the alignment between VPK classrooms and kindergarten, Pre-K teachers and assistants will participate in trainings with kindergarten teachers, engage in classroom observations of kindergarten classrooms, and engage in reflective conversations around how to best prepare students for kindergarten. Also, the district is participating in a Kindergarten Readiness consortium with other districts in the region. There are Pre-K and Kindergarten representatives on the district team. This advocates for an easy transition from Pre-K to Kindergarten.

High-quality instructional materials will be used throughout the day to ensure that all students have access to a systematic scope and sequence, explicit instruction and teacher modeling, student practice, and instruction that is guided by formative assessment. Along with instructional leaders, VPK classroom teachers and assistants will design and implement systems for sustaining implementation of high-quality instructional materials. Letter recognition, letter sound knowledge, and phonemic awareness are emphasized in our foundational curriculum. Through introducing multiple sounds throughout the week during our morning meeting time, the student will make the connection between sounds and written words. Our sequence will follow the order suggested in the high-quality instructional materials and the standards. Our emphasis on sounds through phonemic awareness will naturally lead to letter and word recognition. This will be accomplished with our phonics-based curriculum. This instruction is led by the teacher in whole group and reinforced in small groups. Letter recognition of dominant sound letters is introduced at the beginning of the school year, which leads to phonemic sensitivity. An added emphasis is recognition of 26 upper and 26 lower case letters. Studies have shown success in reading that occurs when all 52 letters can be named rapidly. Letter

naming and rhyming are two of the best indicators of future reading success, both of which are explicitly taught in our curricula. Fundamental skills of concepts of print are to be covered daily to ensure students understand the parts of a book. This is accomplished daily through interaction with our students. Activities such as phonological awareness and listening using the three A's: alert, active, and analytical will be used during large and small group. Through this direct phonemic instruction, success in phonological awareness will have all students better prepared for kindergarten and beyond.

The district ensures that the curricula is being taught with fidelity without additional supplements by announced and unannounced observations and walkthroughs. The Pre-K director evaluates all Pre-K teachers using CLASS, he, along with the building principal conduct routine fidelity checks and walkthroughs that focus on quality instruction being delivered with the use of only approved curriculum or resources.

2. In 750 words or less, please explain how the district focuses on engaging VPK parents and families throughout the school year beyond what is minimally required within the VPK Scope of Services*. Please include how your district encourages participation on the VPK family satisfaction survey and how this data is used to support programming decisions.

ARTIFACTS: Districts do not have to submit artifacts for this question.

Elizabethton City School's (ECS) VPK program continues to make family engagement a top priority during the academic year and beyond. Our parents continue to discuss the importance of effective communication within our program often referencing the many tools we utilize for communicating. Weekly newsletters are sent home detailing our program's activities and schedules. We utilize ClassDojo with parents to provide daily announcements and Google Classroom slides. It also provides students and their families an opportunity to "look" into our classrooms. Our school has a call service, "Skyward," to give vital announcements to parents and child-care providers. We operate a digital board that broadcasts daily/weekly/monthly announcements both outside/inside the school building available for the community to view at their leisure. One extremely popular form of engagement we are continuing with this year is Tuffy (District Mascot) PEP Talks. These videos, which are accessible through our Pre-K website as well as social media, allow ECS educators to present information on essential educational topics for parents and guardians through Tuffy PEP Talks. PEP stands for Parent – Educator – Partnership. These short videos highlight our curriculum, programs, resources and offer helpful advice parents can implement at home to help their children succeed in school.

Students and families are engaged through the following wrap-around services:

- Physical Therapy thru contracted services
- Speech (articulation/language/hearing)
- Vision
- Access to mental health counseling and at school counselors
- Children who have been referred from TEIS and Child Find to develop an IEP.

Our VPK program is housed at East Side Elementary School, which is identified as a Title 1 school. This gives us, as a program many additional opportunities for family engagement. Examples are as follows:

- "Get the Scoop" - a back to school night where parents met teachers, looked at grade level specific standards, and teacher/staff shared important information about the school year.

- "Bingo for Books" - a night where students played bingo and took home books as the prize. Their parents were given and trained on a reading skill card by grade level. This gave them questions and activities to assist the child with comprehension and fluency skills at home.

- Academic Conferences
- All-Pro Dad's Program
- Anti-bullying Committee (parents)
- Book Fairs
- Calendars (Yearly with main events, holidays...)
- Classroom Volunteers – Parents, College Students, Community Members
- Character Education (Assembly)
- Character Education Visitors
- Clothes Donations – Parents, Community
- Discipline Committee (parents)
- Fire safety Week Visits – school trips
- Food Drive
- Guest Speakers/Visitors
- Handbooks
- Holiday and Special Occasion Parties
- Homeroom Mom/Dad
- Library Volunteers
- Lunch/Breakfast with Child – Daily
- News releases (newspaper, radio, TV)
- Nurses – Hearing, Vision and Scoliosis Screenings
- On campus Parent Coordinator
- Open Parent Conferences – Available Daily - Our first scheduled conference on the calendar, we demonstrated 100% attendance - our next scheduled is later in the school year
- Parental Involvement Contract
- Parent Night (Open House)
- Parental Notification of Title I Read/Reading Recovery Students

-Parent/Teacher Conferences

-Parent/Grandparent Visitation Day

-Planned Family Engagement Events for each grade level

In regard to student progress and growth, we utilize the Educational Software for Guiding Instruction (ESGI). ESGI was designed to "provide teachers with solutions to meet the unique challenges of early childhood education." This program gives our teachers access to numerous preloaded assessments as well as allowing them to create custom assessments. Ultimately, ESGI offers real-time data needed to effectively drive instruction and also easily communicate the data and results with parents weekly, throughout the school year. This communication of data along with parent-teacher conferencing allows the teacher to provide extra tools and resources to target any deficiencies or shortfalls their student needs to be better prepared as they move on to kindergarten.

ECS offers an Extended School Program (ESP) to our students. ESP is an after-school program in Elizabethton City Schools serving children from grades Pre-K through 8. Students participate in ongoing instruction, rest time, snack time, physical education, and many other activities that promote positive social and emotional interaction. This program is funded in part by the 2nd CCLC Grant.

ECS, VPK, consistently released information in regard to the VPK Satisfaction Survey this past school year. When our final survey results were released to us, we noticed an increase in surveys submitted. Although, the increase wasn't as high as we wished for, it still gave us some data to work with. This year, we will continue to make the survey available through various means of technology, such as Chromebook stations during parent nights, before and after car drop off and pick up, during our Extended School Program, and upon request by parents as the need arises due to lack of personal technology. Our goal is to significantly increase the number of participants this year so that we can continue to make better informed decisions derived from full participation of stakeholders. Because of the current survey and what we learned, we will make sure to highlight more the resources and programs available that help and support students as they transition into kindergarten. The survey indicated that this is an apparent issue that we need to support more families with.

3. In 750 words or less, please describe how your district used Classroom Assessment Scoring System (CLASS) and CLASS Environment data to improve quality in the current school year (must minimally include data points and focus areas) and how the data was used to increase high-quality teaching and learning. Describe what data you have collected and how you are using this data to provide coaching and support to teachers and assistants to ensure students have a high-quality VPK experience. Specifically describe ways your district ensures continuous quality improvement of the pre-K program by implementing quality measurement tools and at what frequency these measures occur. Your response must include the following:

- CLASS observation areas of identified coaching support for teachers including data points guiding decisions related to areas of need
- CLASS Environment areas of identified support including data points guiding decisions related to areas of need
- Specific ways coaching support was provided to teachers following CLASS observations
- Examples of how support provided by the district following CLASS and CLASS Environment observations led to quality improvements for early childhood instruction and environments

ARTIFACTS: Districts do not have to submit an artifact for this question.

Pre-K observational data is a top priority for our school system and is used as a quality improvement tool during the school year for our teachers, assistants, and students as well as following the students on to the next grade. These forms of data are compiled of teacher and assistant observations, teacher self-assessments, walkthroughs (IPGs), coaching sessions, and student-driven data.

Teacher Observations:

-Teachers are observed multiple times throughout the school year by utilizing the Classroom Assessment Scoring System (CLASS). This system allows us to focus on teacher-student interactions all the while focusing on quality improvement for our students and teachers to remain successful. Data derived from our CLASS observations has supported us in customizing professional development and specific coaching in order to provide more impactful improvements and learning within our classrooms. During the 2022-23 school year we began placing a strong focus on the new "sounds first" initiative within our classrooms, CLASS continues to assist us in identifying the need for further developing our instructional learning formats as well as concept development. Through targeted coaching by district staff as well as the "School Kit" professional development team, we continue to notice positive trends throughout our 4 classrooms, specifically in the listed domains and ultimately leading to success and growth for our teachers and students. Teacher assistants were also included in this training as well as completing the online training for Tennessee Foundational Skills.

-Unannounced walk-throughs/IPGs of classrooms are also conducted in order to capture ongoing data of continuous quality improvement. Teachers and assistants are monitored by use of a checklist/rubric that captures parts of the overall learning environment. This includes adult-student interaction, student-student interaction, material being taught, teacher preparedness, cleanliness of room, & overall classroom climate. Information and data gained from these walkthroughs allows for monthly goal setting with teachers and assistants to improve in areas that may need attention. This information also allows us to celebrate positive trends and successes as well.

-Throughout this 2024-25 school year, our teachers have continued to be observed using CLASS. Current data demonstrates that our 4 classroom teachers are averaging around 3.5 in the domains of Concept Development, Quality of Feedback, and Language Modeling. These same trends mirror similarly to that of last school year. Our teachers continue to attribute some of the lower scoring due to learning and implementing the newer Connect4 Learning curriculum as well as two of my teachers being new to preK this year. As addressed in our Curriculum Implementation training (see related documents) we have full confidence that we will see increases within these domains in our walkthroughs and future CLASS observations.

Supplemental Tool:

-Students - teachers utilize ESGI as well as portfolio to ensure quality improvement by gaining specific data and feedback on each individual student. ESGI is used on a weekly basis as a tool for teachers and parents. It provides real-time data on each students' individual growth and achievement. Most notable is that teachers are able to further assess their implementation of foundational skills by various assessments throughout ESGI. Since the start of the school year, we have noticed significant gains in letter recognition, sounds, & oral language and listening, just to name a few. An example, for instance is demonstrated by teacher A. Her class average of 20 students on the oral language and listening assessment has increased from 38% correct at the start of the school year to a current 75% correct. By use of these weekly assessments, our teachers gain valuable data that is used to drive and inform instruction. Information and data gathered from these assessments is also shared and reviewed with the other preK and K classrooms as well as the school and the district. This allows for continuity across all involved. District coaches build professional development around data retrieved. This PD's target is having an audience that includes preK teachers and assistants, K teachers, and our SPED teachers. Depending on the time of year and what results during that time are producing allows the coaches to be specific and meaningful in the PD. Most recently, due to results from CLASS as well as classroom assessments, our teachers and assistants received PD on data analysis, small grouping, and the effects of feedback in relation to student progress.

Environmental Quality Tool:

-Currently, the CLASS Environment Model is being utilized to monitor and identify areas of need within each classroom. One trend we have identified this year falls within the Language and Literacy Indicator. Due to the change in curriculum and continuing to integrate the "Sounds First" initiative, our teachers and assistants initially struggled with helping children with the expansion of vocabulary. They struggled with delivering their instruction in a completely different method (As developed by Connect 4 Learning). This in return affected the expansion of vocabulary. Utilizing ECERS feedback as well as intensive professional development and PLCs aligned with curriculum, teachers and assistants have already seen positive improvements within this indicator.

4. In 750 words or less, please describe how your district prioritized enrollment of income-eligible four-year old children, including children with disabilities in the 2024-25 school year. Your response must include:

- Current utilization rate (if your utilization rate is below 80%, you must include additional information on ongoing efforts to increase the utilization rate including

recruitment and enrollment strategies)

- A breakdown of how many children in your VPK seats are income-eligible and non-income eligible and percent of how many children qualify as children with disabilities representing various categories assigned to children ages 3-5 in the district
- Utilization trends from last three years including how you supported an increase in enrollment for qualifying children
- Efforts to ensure prioritization of income-eligible children including specific strategies your district uses to decide when to enroll three-year-olds or over-income children
- Rationale behind enrolling three-year-old and/or over-income children into VPK including how efforts were exhausted to identify and enroll all eligible four-year-old children prior to enrolling children from other identified groups
- Efforts to ensure equal access for income-eligible children with disabilities including what general education options your district uses to serve preschool children with disabilities who are not age and income eligible for VPK
- Wait list including income-eligible and non-income eligible students and specific information on how children are enrolled from the waitlist

ARTIFACTS: Districts do not have to submit an artifact for this question.

Elizabethton City Schools (ECS) understands the importance of VPK for our community. We continually emphasize the need to identify and serve students who are at-risk, financially as well as needing special services, and need the opportunity to develop in pre-academic and social skills. Our classrooms promote love, joy, and a rich learning environment that adds to students' successes and readies them for kindergarten and adds an extension of greatness that carries throughout their life. Our current utilization rate continues to display numbers that significantly increased in income eligibility and maintain a higher rate of students with disabilities. In 2023 & 2024, our utilization rate was at 71%. We are currently at 100% of our capacity. 97% of these students are identified as income-eligible, 15% currently have IEPs, and 3% are in foster care. We do have a waitlist of more non-income eligible students. A few of our students entered our program as 3-year-olds. We decided to enroll them later in the 1st semester as we knew we would have some 4-year-olds not show up due to the family be transient. Once we had enrolled all income-eligible four-year-olds and no longer had a waitlist for them, we then wanted to prioritize our income-eligible 3-year-olds, because we knew the need to begin their foundation in education was greater than others.

McKinney Vento - work and meet with our in-house Director of Homeless Services on a weekly basis to identify families who are considered or at risk of becoming homeless.

ECS along with the Wandell Early Learning Center (WELC) recognizes the need to prioritize the needs of our low-income community which includes a high population of homeless families within in our district. We recognize that "homeless children and youth" are individuals who lack a fixed, regular, and adequate nighttime residence. This also highlights children and youth who are:

- sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason (sometimes referred to as doubled-up);
- living in motels, hotels, trailer parks, or camping grounds due to lack of alternative adequate accommodations;
- living in emergency or transitional shelters; - abandoned in hospitals; or awaiting foster care placement;
- Children and youth who have a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings;
- Children and youth who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
- Migratory children who qualify as homeless because they are living in circumstances described above.

Assistance & Services Provided - Elizabethton City Schools currently serve more than 100 students as "Homeless" or as Students in Transition. We provide assistance in several ways:

- Removing Barriers to VPK enrollment in school
- Tutoring Services
- Transportation

Foster students - ECS has developed solid working and professional relationship with Carter County Juvenile Court as well as Tennessee Department of Children Services. This allows us to identify foster students who are in need of a sound and structured early learning environment.

WELC administrators and teachers frequently visit our low-income neighborhoods and other areas identified of having families in need. They deliver ice cream, goodies, and books all the while continuing to develop comfortable relationships within these said areas. Pertinent information related to our VPK program is placed on yard signs, billboards, and digital signs throughout the community all year long. Social media is also utilized at a high volume in order to spread any information related to our program to the community as a whole and specifically in order to reach our income-eligible families. We also target our families at our district's annual Back-to-School Bash, Spring Recruitment Registration Day, and Book-it-to-the-Park Book Parade. Local health systems/organizations utilize child find as a method to assist us in identifying students that are in need of VPK. Often, these students qualify as income-eligible as well requiring special services. TEIS staff members have also been helpful in identifying and referring students who qualify for our VPK. During the beginning of this current school year, our VPK and SPED department began collaboration on how to insure our VPK program was identifying students in need of special services. This strategic work enabled us to locate siblings of students in our 619 PreK class as well as siblings across the district who either qualified as income-eligible, SPED, or both. This continues to remain successful as continue ways to best identify and support our student's needs.

Ultimately, throughout the year, working with our CPAC, local housing agency, community partners, and businesses, we are able to successfully spread the word and specifically assist those who are considered at-risk. One partnership that was recently strengthened happened during our Winter CPAC meeting. One of our members, Kelley Geagley, Director of Elizabethton Housing and Development Agency offered our district the use of facilities located in one of our local government housing sections. We are still currently examining the property and discussing moving 1-2 of our classrooms to this location within the next 1-2 years. This location would completely embed us inside one of the most impoverished areas inside our district allowing us to remove barriers such as transportation, trust, and the other many factors that deny family's access. Records show that at any given time, we could serve more than twenty students from in and around that area. The facilities would offer classroom space, outside play area, kitchen space, and restroom facilities. If this option comes to fruition, it could help open space within our other building to help support the option of serving all students no matter of income status.

We accept registrations all year long and if we have available space, we will enroll students regardless of time of year. Due to the extreme popularity of our VPK program, we continue to have a waitlist. Currently, our waitlist consists of 14 non-income-eligible students.

5. In 750 words or less, describe how your district's Voluntary Pre-K program benefits children and families in your community. Your response must include:

- Districts long-range plan for serving all four-year old children regardless of income including the proposed sources of local matching funds*
- Statement of need including preschool opportunities, poverty rates*, workforce demographics and other outstanding factors impacting families throughout your community including specific sources of information and data
- Collaborative partnerships supporting children and families in your district
- Additional services you have provided to VPK families in order to increase enrollment (ex: transportation, extended care, same hours as K-12, etc.) and support at-risk families
- Student level data from FY24 to demonstrate children leaving VPK have the skills necessary to excel in kindergarten

• If applicable, requests for additional classroom allocations for FY26 including plan for facility space, teacher recruitment, and additional costs related to opening a new classroom

ARTIFACTS: Districts do not have to submit an artifact for this question.

Elizabethton City Schools is committed to offering and promoting a high-quality academic environment for its Voluntary Pre-K Program. It is the district's belief that students in our county/city (Elizabethton City is encompassed within Carter County), specifically, income-eligible students are afforded the opportunity and have access to our VPK program. Although, demographics have remained unchanged over the past few years, currently, Carter County has a child poverty rate of 29.4% along with a median household income of \$47,000. 50.5% of civilians, ages 16 and greater are currently in the labor workforce. 54.3% of children in Carter County are on TennCare and 43.4% of children under 5 years old are receiving WIC. Many of the previous data mentioned are factors that impact our families in the area. One other area of impact that is still discussed is the COVID pandemic. Although, schools continue to operate as normal, we still have families who continue to shelter their children because of the pandemic and will not allow them to enter PreK. Although this doesn't reflect in our current utilization rate of 97%, because of research we have performed locally, we know we still have numerous other pre-aged students that would qualify. With continued collaborative partnerships, our program is able to successfully benefit our students and families. The following are significant partners in our area that have a significantly positive impact in supporting our families in need.

- Carter County Drug Prevention -
- Provide parenting classes
- Mental health resources
- Assistance in getting displaced families shelter and assistance
- Imagination Library -
- Fundraise for money to purchase books and materials for children ages 4 and under, search for addresses of transient families in order to ensure children still receive books and materials
- Carter County Public Library -
- Identify low-income families
- Provide families support with obtaining food, clothing, assistance in paying for utilities
- Assist individuals in writing a successful resume
- Host job fairs in order to assist struggling families find employment

Due to the lack of funding, we have continued to cut out our transportation services for our Pre-K program. We do however offer transportation for a few over our special needs students within our program as well as students who are identified as homeless. Our district does continue to offer extended services for our Pre-K students. Within this program, students participate in ongoing instruction, nap time, and food services. Students can stay as late as 6:00 pm in order to support the parent's needs.

The lack of an affordable quality childcare is evident across our region as well as the state. Recent studies by Tennesseans for Quality Early Education have shown that parents have significant employment disruptions and/or choose to stay at home with their children rather than work a job. Because of this, there is an astronomical loss of earnings and revenue that heavily impact our area as well as the state. Overall, the lack of accessibility, quality, and affordability has caused many children, regardless of economic status to be without early childhood education. Without this early foundation of education, many students will enter school well-behind many of their peers and will struggle closing the gap. We see this many times in our district, specifically based on the number of over-income students who register with us (FY25 - approximately 25) who won't be enrolled in our program nor any other early childhood program. In regard to the idea of serving all four-year-old children regarding of income, our district's early childhood team has met on numerous occasions to discuss and maintain a plan if it were ever an option. The most significant factors regarding this initiative are funding and space. We are currently at full capacity in all of our schools. This would require us to develop an MOU with a local church or organization that would be willing to share space within their walls. Funding then

becomes significant as we would be assisting this shared structure with funds to operate our classrooms. Also, there would need to be additional startup funding for classrooms as well as revolving funds to pay for additional staff to operate. Nonetheless, we understand the importance of a quality early education program and would do everything possible to make it possible and available for our community.

ESGI platform was and is currently our primary tool for gathering data. We use it for our weekly assessments and for our kindergarten readiness benchmarking. ESGI provides an ample amount of student data that enables us to adjust and fine-tune instruction. It also provides us data to share with parents and K teachers on current student performance as they progress towards Kindergarten. This enables K teachers the ability build instruction based on what the students actually knew when entering their classrooms. As stated previously, we saw the most improvement and continuity in regard to our sounds first initiative as the district as a whole from grades PreK and up implementation continues. ESGI was critical in providing evidence as well as a foundation for K teachers as to where our PreK students currently performing. Because K teachers utilize ESGI as well, our district coaches are able to tailor professional development to meet the current needs of our teachers and more specifically as they enter the next school year. For the FY24 school year, we are continuing the use of ESGI and will continue implementing portfolios as our AGM. We will continue to use this data to drive daily instruction as well as informing the parents and K teachers as the students promote.

6. In 750 words or less, describe how your district supports Voluntary Pre-K teaching assistants in becoming instructional partners in the classroom in accordance with TCA § 49-6-104. Your response must include:

- The number of teaching assistants holding a Child Development Associate (CDA), early childhood technical certificate, associate degree in early childhood, or higher credentialing in a related field
- How your district supports teaching assistants in obtaining the appropriate credentials including a CDA or associates degree in early childhood
- Specific ways teaching assistants are included in professional development and training beyond what is required in the VPK Scope of Services and Chapter 0520-12-01

ARTIFACTS: Districts do not have to submit an artifact for this question.

Elizabethton City Schools (ECS) supports the ongoing instructional training and development of our teaching assistants in numerous ways. It is our belief that they, along with their teachers, can effectively provide sound instruction and assistance within the classroom. ECS teaching assistants participate in almost all the same training and opportunities that our teachers do. They are required to expand their knowledge above and beyond that of the required amount. Additional training includes Pre-K curriculum development and sound first sustainment training and development. Our assistants meet with their teachers, curriculum coaches and Pre-K director throughout the year for enriched professional development, professional learning communities, and self-assessment opportunities. Another important method of professional growth is that our teaching assistants are embedded for the full day with their teachers. This allows the assistants to work hand-in-hand with their partners and share the ownership of instructional time. They even plan alongside their teacher which gives them continued ownership.

We value our assistants and the experience and knowledge they add to our Pre-K program. Most have full-time employment status and receive full benefits from the district. We have very little turnover and the most recent turnover that we have had is due to retirement. Frankly, our Pre-K program is the most sought-after program in the district but few are able to transfer to it due to the lack of turnover.

Currently, five of the seven assistants that work with our students possess a degree beyond high school. These include a vocational associate, Nursing (BSN), B.S. in Criminal Justice, B.S. in Psych, SPED & Early Education, and a Master's in Business Admin. None of our teaching assistants possess the Child Development Associate (CDA). ECS is continuing its process of solidifying a plan to support the initiative of offering a pathway to the CDA. We are modeling the plan after that of a neighboring district. The plan includes funding for the cost of the CDA, an increase in hourly wages, and a one-time bonus if the assistant completes the CDA. The overall focus for ECS is to continue the development of our assistants beyond what we offer inside the school system and encouraging their personal growth as they continue to serve our students.

Resources

[Click here to open the FY26 VPK Rubric](#)

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:

Office Chairs from Central
Office Computer Lab

INVENTORY
TAG NUMBER:

See attached

METHOD OF
SALE/DISPOSAL:

Trash

SALE/DISPOSAL
AUTHORIZED BY:

M/A DATE: _____
Principal

AUTHORIZED BY:

R. Watt DATE: 1/30/25
Director of Schools

AUTHORIZED BY:

Board Chairman DATE: _____

Chairs from Computer lab

7307,7308,7309,7311,7312,7313,7315,7316,7317,

7318,7319,7320,7321,7322,7323,7325,7327

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT / SALE / DISPOSAL

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ITEM: Scientific Atlanta Explorer 3100 Receiver SN# SAB055C7A

Slingbox SN# R2920Z2Z0008

Slingbox SN# R2920Z208179

INVENTORY TAG NUMBER: _____

METHOD OF SALE/DISPOSAL: Disposal

SCHOOL/BUILDING WHERE ITEM IS HOUSED Central Office

SALE/DISPOSAL AUTHORIZED BY: *[Signature]* DATE: 2-10-25
Principal

AUTHORIZED BY: _____ DATE: _____
Director of Schools

AUTHORIZED BY: _____ DATE: _____
Board Chairman

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT

SALE / DISPOSAL

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TAG#

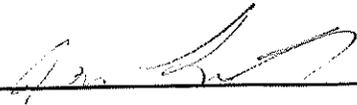
Aruba 2920-24G-PoE+	SG46FLXXSV	ECS# 11835
Aruba 2910a1-24G-PoE	SG117IQHP9	ECS# 11836

ITEMS: old network switches

METHOD OF

SALE/DISPOSAL: E-WASTE RECYCLE

SALE/DISPOSAL

AUTHORIZED BY:  DATE: 2-12-25
Principal

AUTHORIZED BY: _____ DATE: _____
Director of Schools

AUTHORIZED BY: _____ DATE: _____
Board Chairman

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT

SALE / DISPOSAL

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

TAG# see attached list

ITEMS: old desktops that got replaced

METHOD OF

SALE/DISPOSAL: E-WASTE RECYCLE

SALE/DISPOSAL

AUTHORIZED BY: *James R. Haly* DATE: 2/12/25
Principal

AUTHORIZED BY: _____ DATE: _____
Director of Schools

AUTHORIZED BY: _____ DATE: _____
Board Chairman

location	item	dell serial	inventory	teacher
ese58	dell 3070	8kn94z2	ese-4582	casey waters
ese52	dell 3070	8nc64z2	ese-5114	starkey
ese39	dell 3070	8kj54z2		mccray
ese60	dell 3070	8kk74z2		malone
ese59	dell 3070	df705z2		hatley
ese43	dell 3070	8kv44z2	ese 5986	h suggs
ese44	dell 3070	8n74z2		minton
ese53	dell 3070	36vbz23		misner
ese42	dell 3070	8n794z2		t dugger
ese54	dell 3070	91084z2		s dunford
ese55	dell 3070	8kg84z2	ese 4453	richmond
ese34	dell 3070	8k934z2		royston
ese20	dell 3070	8kn64z2	ese 5105	rock
ese16	dell 3070	8kp54z2	ese 4491	treadway
ese18	dell 3070	8n894z2	ese 4519	abby pierce
ese14	dell 3070	8kc44z2		henard
ese-librar	dell 3080	4LH5zc3	ese 1657	Brown
ese50	dell 5040	g0ttkb2	ETSU donated	hoilman
ese11	dell 3080	4mn2zc3	ese 5091	jenkins

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT

SALE / DISPOSAL

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TAG# see attached list

ITEMS: old laptops that got replaced

METHOD OF

SALE/DISPOSAL: E-WASTE RECYCLE

SALE/DISPOSAL

AUTHORIZED BY: _____

Elin Wampler

DATE: _____

12 Feb 25

Principal

AUTHORIZED BY: _____

DATE: _____

Director of Schools

AUTHORIZED BY: _____

DATE: _____

Board Chairman

person	dell serial	inventory	inventory2
donna townsed	j9t3zz2	2020-20-0006crs	
amy tapp	ffn3zz2	2020-20-0018CRS	ECS 4733
jennifer landstreet	bhn3zz2	2020-20-0029CRS	
walt haper	4fdqnt2	title2 5619 learning Leader	LL-11
horan	d8t3zz2	2020-20-0007CRS	
finger	7ct3zz2	2020-20-0010crs	
amy cole	bfn3zz2	2020-20-0015crs	
hartsook	cj06zz2	2020-20-0025crs	
rickert	fnw3zz2	2020-20-0010crs	
ferrier	hwL7LP2	SPED 4901 -2019 IDEA funds	ecs4901
erwin	5gn3zz2	2020-20-0017crs	
K Perkins	JFN3ZZ2	2020-20-0030crs	
fowler	9L06zz2	2020-20-0005crs	
K Lewis	4mw3zz2	2020-20-0002crs	
s wampler	1nw3zz2	2020-20-0032crs	
whites	6fn3zz2	2020-20-0031crs	
s julian	cgn3zz2	2020-20-0019crs	
b stevens	hgn3zz2	2020-20-0028crs	
m howell	3gn3zz2	2020-20-0021crs	
Jdavis	jhn3zz2	2020-20-0024crs	

All dell 3400 laptops

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT / SALE / DISPOSAL

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ITEM: Dell Laptop for Learning Leader
Serial # 7CDQNT2

INVENTORY TAG NUMBER: 5622

METHOD OF SALE/DISPOSAL: recycled by technology

SCHOOL/BUILDING WHERE ITEM IS HOUSED HME

SALE/DISPOSAL AUTHORIZED BY:  DATE: 2/13/25
Principal

AUTHORIZED BY:  DATE: 2/14/25
Director of Schools

AUTHORIZED BY: _____ DATE: _____
Board Chairman

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

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ITEM:

Teacher desk (old metal desk)

4 Low tables (Used in K or 1st)

INVENTORY
TAG NUMBER:

METHOD OF
SALE/DISPOSAL:

Give away or trash

SCHOOL/BUILDING
WHERE ITEM IS
HOUSED

West Side Elementary

SALE/DISPOSAL
AUTHORIZED BY:

John Wright
Principal

DATE: 2/6/25

AUTHORIZED BY:

Dir. West
Director of Schools

DATE: 2/14/25

AUTHORIZED BY:

Board Chairman

DATE: _____

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT / SALE / DISPOSAL

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ITEM: Glass door cooler - GDM-41C
Purchased - 1999/2000
TA Dugger Cafeteria

INVENTORY TAG NUMBER: 1396

METHOD OF SALE/DISPOSAL: ECS
Maintenance to remove

SCHOOL/BUILDING WHERE ITEM IS HOUSED TA Dugger Jr. High

SALE/DISPOSAL AUTHORIZED BY: *Regina Deaso* DATE: 2-24-25
Principal

AUTHORIZED BY: *Paul Valt* DATE: 2/25/25
Director of Schools

AUTHORIZED BY: _____ DATE: _____
Board Chairman

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

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ITEM:

Two Teachers desk needed to be
disposed and Three broken
tatiles.

INVENTORY
TAG NUMBER:

N/A

METHOD OF
SALE/DISPOSAL:

Trash taken off

SALE/DISPOSAL
AUTHORIZED BY:

[Signature]
Principal

DATE: 2-3-25

AUTHORIZED BY:

[Signature]
Director of Schools

DATE: 2/6/25

AUTHORIZED BY:

Board Chairman

DATE: _____

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

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ITEM:

Dell Laptop 2017
(Chris Berry's old Laptop)

INVENTORY
TAG NUMBER:

dell # 67060g2

METHOD OF
SALE/DISPOSAL:

Salvage / recycle

SALE/DISPOSAL
AUTHORIZED BY:

C. Bay DATE: 1-14-24
Principal

AUTHORIZED BY:

Russell Velt DATE: 1/24/25
Director of Schools

AUTHORIZED BY:

Board Chairman DATE: _____

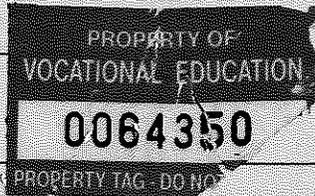
ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

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ITEM: Brown 2 drawer file cabinet
~~Both~~ Broken -

INVENTORY
TAG NUMBER:



METHOD OF
SALE/DISPOSAL:

trash

SCHOOL/BUILDING
WHERE ITEM IS
HOUSED

ETS

SALE/DISPOSAL
AUTHORIZED BY:

Jim Albert
Principal

DATE: 2/3/25

AUTHORIZED BY:

Director of Schools

DATE: _____

AUTHORIZED BY:

Board Chairman

DATE: _____

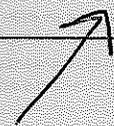
ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

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ITEM: Student Computers - 64779, 64780,
64950, 94951, 64923, 64784, 64785,
64786, 65033, 64788, 64789

INVENTORY
TAG NUMBER:



METHOD OF
SALE/DISPOSAL:

Recycle

SCHOOL/BUILDING
WHERE ITEM IS
HOUSED

EHS

SALE/DISPOSAL
AUTHORIZED BY:

Dirin Culbert
Principal

DATE: 1/29/25

AUTHORIZED BY:

Paul Welt
Director of Schools

DATE: 1/31/25

AUTHORIZED BY:

Board Chairman

DATE: _____

Also disposed of
BUT missing sticker:

64923
64785
64786
~~64787~~

(total of 10)

PROPERTY OF
VOCATIONAL EDUCATION
64780
PROPERTY AT
ELIZABETHTON HIGH SCHOOL

PROPERTY OF
VOCATIONAL EDUCATION
64779
PROPERTY AT
ELIZABETHTON HIGH SCHOOL

PROPERTY OF
VOCATIONAL EDUCATION
64950
PROPERTY AT
ELIZABETHTON HIGH SCHOOL

PROPERTY OF
VOCATIONAL EDUCATION
64789
PROPERTY AT
ELIZABETHTON HIGH SCHOOL

PROPERTY OF
VOCATIONAL EDUCATION
65033
PROPERTY AT
ELIZABETHTON HIGH SCHOOL

PROPERTY OF
VOCATIONAL EDUCATION
64788
PROPERTY AT
ELIZABETHTON HIGH SCHOOL

PROPERTY OF
VOCATIONAL EDUCATION
64951
PROPERTY AT
ELIZABETHTON HIGH SCHOOL

PROPERTY OF
VOCATIONAL EDUCATION
64784
PROPERTY AT
ELIZABETHTON HIGH SCHOOL

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

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ITEM: Caser Projector in Commons
Parasonic

INVENTORY TAG NUMBER: None

METHOD OF SALE/DISPOSAL: Technology

SCHOOL/BUILDING WHERE ITEM IS HOUSED: EHS

SALE/DISPOSAL AUTHORIZED BY: [Signature] DATE: 2/4/25
Principal

AUTHORIZED BY: [Signature] DATE: 2/14/25
Director of Schools

AUTHORIZED BY: _____ DATE: _____
Board Chairman

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

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ITEM: Old Office Desk

INVENTORY TAG NUMBER: 2626

METHOD OF SALE/DISPOSAL: Trash/Landfill

SALE/DISPOSAL AUTHORIZED BY: *R. Valt* DATE: 3/13/25
Principal

AUTHORIZED BY: *R. Valt* DATE: 3/13/25
Director of Schools

AUTHORIZED BY: _____ DATE: _____
Board Chairman

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT

SALE / DISPOSAL

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TAG#

ese37	dell 3070	8L794z2	johnson	
ese36	dell 3070	8l854z2	estep	
ese41	dell 3080	4m55zc3	N Campbell	
	latitude			cares# 2020-30-
music	3400	8pw3zz2	keen	0012CRS

ITEMS: old dell laptops

METHOD OF

SALE/DISPOSAL: E-WASTE RECYCLE

SALE/DISPOSAL

AUTHORIZED BY: _____

Principal

DATE: 3/17/25

AUTHORIZED BY: _____

Director of Schools

DATE: _____

AUTHORIZED BY: _____

Board Chairman

DATE: _____

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT

SALE / DISPOSAL

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TAG#

Latitude 3400	4ct3zz2	2020-20-0004crs
Latitude 3400	gnw3zz2	2020-20-0001crs
Latitude 3400	1jn3zz2	2020-20-0027crs
Latitude 3400	4gn3zz2	2020-20-0023crs
Latitude 3400	g9t3zz2	2020-20-0011crs

ITEMS: old dell laptops

METHOD OF

SALE/DISPOSAL: E-WASTE RECYCLE

SALE/DISPOSAL

AUTHORIZED BY: _____

Eric Wampler

DATE: 17 Mar 25

Principal

AUTHORIZED BY: _____

DATE: _____

Director of Schools

AUTHORIZED BY: _____

DATE: _____

Board Chairman

ECS TRANSPORTATION REQUEST FORM

TYPE OF TRIP:

FIELDTRIP ATHLETIC/BAND EXCURSION ACADEMIC COMPETITION

METHOD OF TRANSPORTATION:

SCHOOL BUS RENTAL VEHICLE WALKING

DATE OF REQUEST: GROUP/TEAM/GRADE:

SCHOOL DATE OF TRIP DEPARTURE TIME RETURN TIME

YES NO
DESTINATION IS GREATER THAN 50 MILES

YES NO
DESTINATION IS OUT-OF-STATE

YES NO
DESTINATION IS ON BOARD APPROVED LIST

TOTAL NUMBER INVOLVED

NUMBER OF BUSES OR VANS NEEDED

COST PER STUDENT (if applicable)

DESTINATION

ADDITIONAL STOP 1

ADDITIONAL STOP 2

ADDITIONAL STOP 3

ADDITIONAL STOP 4

YES NO NA
PERMISSIONS SLIPS OBTAINED

YES NO NA
CAFETERIA NOTIFIED IF STUDENTS WILL MISS LUNCH

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

NAMES & CELL NUMBERS OF CHAPERONES/SPONSORS:

SPONSOR'S NAME SPONSOR'S EMAIL ADDRESS

ITEMS BELOW - TO BE COMPLETED BY ADMINISTRATION

BUILDING ADMINISTRATOR:

APPROVED DENIED

ADMINISTRATOR'S SIGNATURE

ADMINISTRATOR'S EMAIL ADDRESS

SYSTEM ADMINISTRATOR:

APPROVED DENIED

TRANSPORTATION DIRECTOR

TO BE COMPLETED BY DRIVER:

DEPARTURE TIME RETURN TIME TOTAL TIME DRIVER'S SIGNATURE

*SIGN UPON RETURN FROM TRIP

*TRIP SPONSOR'S SIGNATURE

ECS TRANSPORTATION REQUEST FORM

TYPE OF TRIP:FIELDTRIP ATHLETIC/BAND EXCURSION ACADEMIC COMPETITION **METHOD OF TRANSPORTATION:**SCHOOL BUS RENTAL VEHICLE WALKING DATE OF REQUEST: 3/17/25 GROUP/TEAM/GRADE: SoftballSCHOOL: EHS DATE OF TRIP: 4/10/25 DEPARTURE TIME: 1 pm RETURN TIME: 4/11/25 - 10:00 pmDESTINATION IS GREATER THAN 50 MILES
YES NO DESTINATION IS OUT-OF-STATE
YES NO DESTINATION IS ON BOARD APPROVED LIST
YES NO TOTAL NUMBER INVOLVED
16 studentsNUMBER OF BUSES OR VANS NEEDED
1COST PER STUDENT (if applicable)
\$0Grayson, KY

DESTINATION

ADDITIONAL STOP 1

ADDITIONAL STOP 2

ADDITIONAL STOP 3

ADDITIONAL STOP 4

PERMISSIONS SLIPS OBTAINED
YES NO NA CAFETERIA NOTIFIED IF STUDENTS WILL MISS LUNCH
YES NO NA

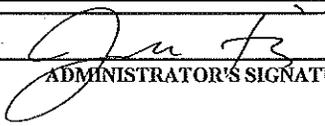
PERSON(S) IN CHARGE OF STUDENTS REMAINING AT SCHOOL (if applicable):

NA

NAMES & CELL NUMBERS OF CHAPERONES/SPONSORS:

Kenny Hardin 895-0188SPONSOR'S NAME
Kenny HardinSPONSOR'S EMAIL ADDRESS
Kenneth.hardin@ecschools.net**ITEMS BELOW - TO BE COMPLETED BY ADMINISTRATION**

BUILDING ADMINISTRATOR:

APPROVED DENIED ADMINISTRATOR'S SIGNATURE


ADMINISTRATOR'S EMAIL ADDRESS

SYSTEM ADMINISTRATOR:

APPROVED DENIED

TRANSPORTATION DIRECTOR

TO BE COMPLETED BY DRIVER:

DEPARTURE TIME RETURN TIME TOTAL TIME DRIVER'S SIGNATURE

*SIGN UPON RETURN FROM TRIP

*TRIP SPONSOR'S SIGNATURE

SOLES4SOULS

Turning shoes and clothing into opportunity

DISTRIBUTION AGREEMENT

THIS AGREEMENT is entered into between Soles4Souls, Inc. (hereinafter referred to as “S4S”), an Alabama 501(c)(3) corporation headquartered at 319 Martingale Dr., Old Hickory, TN 37138, and _____ (hereinafter referred to as “Recipient”) located at _____. This Agreement shall be effective as of _____, 20____ and shall terminate effective _____, 20____.

S4S has offered to provide, and Recipient has agreed to accept, new products (the “Products”), to Recipient in S4S’s sole discretion. In exchange for the Products, Recipient agrees to the following.

1. Distribution to End-users. Consistent with Recipient’s charitable purpose and subject to any terms and conditions of S4S or the original donors, Recipient shall distribute the Products to students experiencing homelessness or near homelessness as defined by the McKinney Vento Homeless Assistance Act (End Users) in the United States

2. Written Reports. The Recipient will receive guidance from S4S on the process of gathering survey responses and testimonials. Recipient shall provide S4S with the following:

- Student Feedback Survey Responses – collected as product is distributed to students, where applicable
- Stories and Testimonials
- Partner Feedback Survey Responses

3. No Sale, Transfer or Barter. Recipient shall not offer for sale, sell, transfer, or barter the Products. Recipient agrees that no fees of any kind will be paid by the End Users of the Products.

4. Warranties. The original donor is the original source of the Products. S4S and the original donor of any Products specifically disclaim any warranties or representations, express or implied, as to fitness for use of any or all such Products.

- a. Recipient warrants and represents that it is a public school district or non-profit organization organized and existing under and pursuant to the constitution and laws of the State of _____.

5. Communications

- a. Recipient shall not contact the original donor. Any communication by the Recipient with the original donor shall be made through S4S. Recipient expressly acknowledges that any breach of this Agreement, or misuse of Products, damages and interferes with the business and contractual relationships between S4S and the original donor.
- b. Recipient and S4S will work in partnership on any communication to media sources concerning any of the Products that it receives from S4S. Approval must be sought before communicating with media.
- c. In the event any of the Products received from S4S are in a defective condition from any cause whatsoever, Recipient shall contact S4S directly and shall not contact any other party.

6. Term & Termination

- a. Either party may terminate this Agreement for any reason by providing the other party with at least thirty (30) days written notice. Notwithstanding any termination of this Agreement, Recipient shall remain responsible for properly distributing any Products in its possession pursuant to this Agreement.

b. Recipient expressly acknowledges that all of S4S's offers of the Products are subject to withdrawal or cancellation without prior notice.

7. Relationship of the Parties. Recipient is entering into this Agreement with S4S as an independent contractor. Nothing contained in this Agreement is intended or should be construed to create a partnership, joint venture, agency, or landlord tenant relationship between S4S and Recipient or its subcontractors or agents.

8. Governing Law. This Agreement shall be governed by the Laws of the State of _____.

9. Arbitration. The parties agree to submit any disputes arising from this agreement to final and binding arbitration under the Commercial Rules of the American Arbitration Association, utilizing the Expedited Procedures. The arbitration hearing shall occur by video interface.

10. Entire Agreement. This Agreement contains the entire Agreement between the parties hereto With respect to transactions contemplated hereby and supersedes all prior written or oral agreements or understandings between the parties hereto relating to the subject matter hereof.

Recipient

Soles4Souls, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EIN#: _____

Interquest Detection Canines®
(INTERQUEST)
(Elizabethton City School, Tennessee)
(The District)

This shall serve as an agreement by and between Interquest Detection Canines® and the DISTRICT for substance awareness and detection services for the period of August 2025 through May 2026.

It is understood that the DISTRICT has established and communicated a policy clearly defining contraband as all drugs of abuse (in the broadest terms), alcoholic beverages, firearms and ammunition, prescription, and over-the-counter medication, and that this policy has been disseminated to all campus locations. Violations are considered inimical to the welfare of students and contrary to the DISTRICT'S desire to foster an atmosphere conducive to safety and education.

INTERQUEST shall provide contraband inspection services utilizing non-aggressive contraband detection canines. Such inspections may be conducted on an unannounced basis under the auspices and direction of the DISTRICT administration with INTERQUEST acting as an agent of the DISTRICT while conducting such inspections. Communal areas, lockers, gym areas, parking lots (automobiles), grounds, and other select areas as directed by DISTRICT officials, shall be subject to inspection. Contraband detected on DISTRICT property is the responsibility of the DISTRICT. Suspected drugs of abuse may be field-tested to provide preliminary or presumptive identification of the drug.

INTERQUEST agrees to provide **# 1 0 h a l f** day visits for the contract period (between August 2025 through May 2026). The DISTRICT may increase the total number of visits by notifying INTERQUEST in writing. Each half day visit will be **\$300.00**. Multiple canine teams will be charged on a per team basis. DA required court testimony on behalf of the DISTRICT will be charged at the same rate. INTERQUEST will invoice for service monthly at the conclusion of the service month. The DISTRICT agrees to pay for services within thirty (30) days of receipt of such an invoice.

INTERQUEST will schedule DISTRICT visits in conjunction with days designated by the DISTRICT as appropriate for visits. The District will provide a school calendar with inappropriate dates for service noted. This calendar will serve as an addendum to the Agreement. All other dates will be considered acceptable for visits. DISTRICT will be responsible for payment for any visit made on any day other than those days noted as unacceptable on the attached school calendar.

Both parties shall indemnify and hold harmless each other against from any and all claims arising from either's actions or performance under the terms of this Agreement. Each shall indemnify and hold harmless the other against and from any and all claims arising from any acts, negligent or intentional, arising from the performance of this Agreement or by any officer, agent, employee, guest, or invitee of either party, and from all costs, attorneys' fees and liabilities incurred in or about the defense of any claim or any action or proceeding brought thereon.

INTERQUEST is licensed and registered by the U.S. Department of Justice, Drug Enforcement Administration, Texas Department of Public Safety and the Texas Commission on Private Security, c-05527 and other state regulatory agencies as required.

INTERQUEST DETECTION CANINES® FOR THE SCHOOL: Elizabethton City School District

DATE: _____

Rocky S. Montgomery
President – Interquest Detection Canines of Tennessee



CER Membership Agreement 2025-26 School Year

Comprehensive Educational Resources (CER) is an educational consortium that currently serves thirty school districts in Northeast Tennessee and across the state. CER is a collaboration between these thirty districts and The Niswonger Foundation that currently reaches approximately 156,000 students. CER began in May 2020.

Vision

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

District Participation

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

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

District Costs

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

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

District: Elizabethton City

Number of students on the state report card: 2598

By signing and returning the membership agreement, your district will participate in CER for the 2025-26 school year.

Name: _____

Signature: _____



Services Order Form

Order #: Q-374034-1
 Date: 2025-02-10
 Offer Valid Through: 2025-05-23

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Elizabethton City Schools

Address: 804 S. Watauga Ave
 City: Elizabethton
 State/Province: Tennessee
 Zip/Postal Code: 37643
 Country: United States

Order Information
 Billing Frequency: Annual Upfront
 Payment Terms: Net 30

Billing Contact

Name: Richard VanHuss
 Email: richard.vanhuss@ecschoo1s.net
 Phone: _____

Primary Contact

Name: Richard Vanhuss
 Email: richard.vanhuss@ecschoo1s.net
 Phone: +1 423 547 8000

In Process

Billing Frequency Term:

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Year 1						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas LMS Cloud Subscription	2025-06-01	2026-05-31	User	1,070	USD 10,903.30	USD 10,903.30
24x7 Tier 1 Support (Faculty Only)	2025-06-01	2026-05-31	30% of Subscription (Minimums Apply)	1	USD 4,500.00	USD 4,500.00
Canvas Studio Cloud Subscription	2025-06-01	2026-05-31	User	1,070	USD 4,547.50	USD 4,547.50
Training Portal Premium - Core + Advanced On-Demand Content + Live Webinars	2025-06-01	2026-05-31	Per Each	1,070	USD 3,465.00	USD 3,465.00
Recurring Sub-Total						USD 23,415.80
Year 1 Total						USD 23,415.80
Grand Total:						USD 23,415.80

Deliverable	Description	Expiration	Qty
Canvas LMS Cloud Subscription	Canvas LMS - K-12 Subscription (by user)	N/A	1,070
24x7 Tier 1 Support (Faculty Only)	24x7 Tier 1 support (faculty only) per year (30% of subscription - min \$4,500 USD)	N/A	1
Canvas Studio Cloud Subscription	Canvas Studio - K-12 Subscription (User)	N/A	1,070

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

Professional Services	Description	Expiration	Qty
Training Portal Premium - Core + Advanced On-Demand Content + Live Webinars	Unlimited access to core and advanced on-demand training content for teachers and admins and unlimited access to instructor-led online training through the Training Portal.		1,070

Metrics and Descriptions:

User: User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

Product	Description
Canvas LMS Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year.
Canvas Studio Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year.

Duration: The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

Miscellaneous: Instructure's support terms are available as follows:
 Canvas & Catalog: <https://www.instructure.com/canvas/support-terms>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

In the event that Customer fails to execute this Order Form prior to the Start Date listed above, all fees shall become due payable upon Customer's receipt of an invoice.

Terms and Conditions

This Order Form shall be governed by the Master Terms and Conditions which can be found here: <https://www.instructure.com/policies/mastertermsconditions>.

Product Specific Supplements which can be found here: <https://www.instructure.com/policies/product-supplements>, govern the use of the applicable product and/or feature offerings listed in this Order Form and/or utilized by Customer, and are incorporated into the Master Terms and Conditions.

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

The parties agreement with regards to Instructure's processing of personal data or personally identifiable information can be found at: <https://www.instructure.com/policies/data-processing-addendum>

In Process

Any requests to change service deliverables as defined on the order form may incur a fee of ten percent (10%) of the remaining fees for the service.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form? Please Enter (Yes or No): _____ If yes, please enter PO Number: _____	Check here if your company is exempt from US state sales tax : _____ <i>Please email all US state sales tax exemption certifications to ar@instructure.com</i>

Customer purchasing documentation, such as Purchase Orders, shall only be used as proof of acceptance of the Order Form referenced therein, and the associated Master Terms and Conditions. Any terms and conditions included in any such Customer purchasing documentation are hereby expressly disclaimed by Instructure, shall be void and of no effect, and shall in all cases be superseded by the applicable Master Terms and Conditions.

By executing this Order Form, each party agrees to be legally bound by this Order Form.

Elizabethton City Schools

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

Instructure, Inc.

Signature:	
Name:	Deal Desk
Title:	
Date:	

In Process

Certificate Of Completion

Envelope Id: C64A3EFB-DBEF-4628-9C61-C6B2E1D9F878
 Subject: Elizabethton City Schools - Canvas Renewal coming due in May
 Source Envelope:
 Document Pages: 4
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent
 Envelope Originator:
 Heather Grogan
 6330 S 3000 E Ste 700
 Salt Lake City, UT 84121
 heather.grogan@instructure.com
 IP Address: 155.226.129.248

Record Tracking

Status: Original
 2/10/2025 3:27:48 PM
 Holder: Heather Grogan
 heather.grogan@instructure.com
 Location: DocuSign

Signer Events

Richard VanHuss
 richard.vanhuss@ecschools.net
 Director of Schools
 Security Level: Email, Account Authentication
 (None)

Signature

Timestamp

Sent: 2/10/2025 3:28:54 PM
 Viewed: 2/10/2025 8:43:50 PM

Electronic Record and Signature Disclosure:
 Accepted: 4/28/2021 8:36:13 AM
 ID: 8751102f-bfd4-45c2-943a-2fd55db6d052

In Process

Deal Desk

Signing Group: Deal Desk
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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

Orders Instructure
 orders@instructure.com
 Security Level: Email, Account Authentication
 (None)
Electronic Record and Signature Disclosure:
 Accepted: 2/10/2025 3:55:01 PM
 ID: e356ba57-f80e-44d8-8803-6cc13a8f31d6

Heather Grogan
 heather.grogan@instructure.com
 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 Sent	Hashed/Encrypted	2/10/2025 3:28:54 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

In Process

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Instructure, Inc. (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 your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

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. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account 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. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account 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 your DocuSign user account 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 Instructure, Inc.:

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: ashley@instructure.com

To advise Instructure, Inc. of your new e-mail address

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

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Instructure, Inc.

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 e-mail to ashley@instructure.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Instructure, Inc.

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

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to ashley@instructure.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account 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

Operating Systems:	Windows2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials 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 verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an 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 on the terms and conditions described above, please let us know by clicking the "I agree" button below.

By checking the "I Agree" box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Instructure, Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Instructure, Inc. during the course of my relationship with you.

In Process



A RESOLUTION BY THE ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION

WHEREAS: TCA 49-1-301 (a) (6) authorizes each school district to nominate one rising Junior or rising Senior of superlative standing to the Governor to become the student member of the State Board of Education for a one-year term; and

WHEREAS: One such extraordinary student is HELEN HACKETT; and

WHEREAS: She has distinguished herself as an outstanding student with a GPA of 4.24 and an ACT score of 33; and

WHEREAS: HELEN HACKETT has further been a leader in school through participation in Cross Country, Track, EHS Choral Ensemble. She is also active in her church youth group and their church leadership committee; now

THEREFORE, BE IT RESOLVED BY THE ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION, that we do nominate HELEN HACKETT for the office of student member of the State Board of Education for the 2025-2026 school year.

BE IT FURTHER RESOLVED that a copy of this resolution, adoption date, and signatures of all members of the Board and the Director of Schools, along with the student's resume and contact information be electronically transmitted to the office of the governor by email to gov.boards@tn.gov prior to May, 1 2025.

THIS RESOLUTION is adopted as of this 20th day of March, 2025.

ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION

Eddie Pless, Board Chair

Jamie Schaff, Board Vice-Chair

Phil Isaacs, Board Member

Dr. Robert Lewis, Board Member

Danny O'Quinn, Board Member

Richard VanHuss, Director of Schools



Hapara, a business unit of Cordance Operations LLC

QUOTE

Elizabethton City School District

Attention To:

Jason Lancaster

804 S WATAUGA AV
ELIZABETHTON, TN 37643
United States

Issued by:

Jay McGowan

jay.mcgowan@hapara.com

Please make PO out to the following:

Cordance Operations LLC

16W Martin Street
Raleigh, NC 27601
United States

Quote Date

3/3/2025

Quote Number

00024139

Description	Sales Price	Quantity	Discount PG	Total Price
Recurring access to the Monitoring module which provides oversight into a student's online activity Order for Elizabethton City School District Your subscription runs from July 1, 2025 to June 30, 2026.	USD 3.25	2,800.00	8.30%	USD 8,344.70
Recurring access to the Web Filter module which provides district with AI based internet filtering and control Order for Elizabethton City School District Your subscription runs from July 1, 2025 to June 30, 2026.	USD 4.30	2,800.00	8.30%	USD 11,040.68
Recurring access to the Wellness module which provides mental health alerts and web monitoring Order for Elizabethton City School District Your subscription runs from July 1, 2025 to June 30, 2026.	USD 2.00	2,800.00	8.30%	USD 5,135.20
Subtotal				USD 26,740.00
Discount Amount				USD 2,219.42
Total Price				USD 24,520.58

Thank you so much for letting us provide you with a quote for our services. The quote is valid for 60 days from the date of the quote ("Quote Date" above).

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

If you have any questions regarding pricing, please feel free to contact the sales representative who issued the email (the email is at the top of the quote).

Your purchase of our services is governed by and subject to the Terms of Service found by clicking [here](#).



Hapara, a business unit of Cordance Operations LLC

Please email this Quote with your signature and your Purchase Order to your Hapara representative.

Agreed and accepted on behalf of the above-named customer:

By: _____, Authorized Signatory

Name: _____

Date: _____

Contact Details Please email Purchase Order to
jay.mcgowan@hapara.com

Brennan Petar
President | Hapara

Elizabethton City Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: School Board Meetings	Descriptor Code: 1.400	Issued Date: 07/21/23
		Rescinds: 1.400	Issued: 12/15/15

- 1 The Board will transact all business at official meetings which may be either regular or special.
- 2 Every meeting of the board shall be open to the public, except for those meetings in which the law allows
3 closed sessions.¹ Open meetings will be physically accessible to all students, employees, and interested
4 citizens.²
- 5 The Board may restrict the recording of Board meetings via camera, camcorder, or other photographic
6 equipment when such recording creates a threat to public safety and welfare or impedes the conducting
7 of efficient and orderly public meetings.³

8 **REGULAR MEETINGS**

- 9 Regular meetings of the Board shall be held on the third Thursday of each month. A meeting may be
10 cancelled for unusual circumstances such as, but not limited to, weather conditions, natural disasters or
11 safety emergencies. Local news media shall be notified and requested to publicize any such
12 cancellation.

- 13 In instances when any regular meeting date falls on a legal holiday, the meeting shall be rescheduled
14 by the chair.

15 **SPECIAL MEETINGS**

- 16 The Board shall hold such special meetings as necessary to transact the business of the Board. Such
17 meetings shall be called by the chair whenever, in the chair's judgment, the interests of the schools
18 require it, or when requested to do so by a majority of the Board.⁴

- 19 Only business related to the call of the meeting, and details related to agenda items shall be discussed
20 or transacted by the Board at a special meeting.

21 **ELECTRONIC ATTENDANCE⁵**

- 22 Absent Board members may attend a regular or special meeting by electronic means for certain
23 qualifying reasons. The following requirements apply to all electronic attendance, regardless of the
24 reason for the member's absence:

- 1 1. A quorum of the Board shall be physically present at the meeting in order for any member to
2 attend electronically;
- 3 2. Any member wishing to participate electronically shall do so using technology that allows the
4 Chair to visually identify the member; and
- 5 3. The responsibility for the connection lies with the member wishing to participate electronically.
6 No more than three (3) attempts to connect shall be made unless the Board chooses to make
7 additional attempts.

8 *Work Related Absence*

9 A board member may attend a meeting by electronic means out of the county due to work; however,
10 he/she may only participate electronically two (2) times per year for this reason. The board member
11 shall give the Chair and Director of Schools at least five (5) days' notice prior to the meeting of the
12 member's intention to participate electronically.

13 *Family Emergency*

14 A board member may attend a meeting by electronic means if there is a family emergency that
15 prevents him/her from attending in person. The absence shall be due to the hospitalization of the board
16 member or the death or hospitalization of the member's spouse, father, mother, son, daughter, brother,
17 sister, son-in-law, daughter-in-law, stepson, stepdaughter, father-in-law, mother-in-law, brother-in-law,
18 or sister-in-law. The board member may only participate electronically two (2) times per year for this
19 reason.

20 *Sickness or Period of Convalescence*

21 A board member may attend a meeting by electronic means if sick or in a period of convalescence on
22 the advice of a healthcare professional; however, he/she may only participate electronically three (3)
23 times per year for this reason.

24 *Inclement Weather or Natural Disaster*

25 A board member may attend a meeting by electronic means due to inclement weather or natural
26 disaster if the schools in the school district are closed; however, he/she may only participate
27 electronically three (3) times per year for this reason.

28 *Military Service*

29 A board member may attend a meeting by electronic means if out of the county due to military service.
30 The board member may participate electronically as often as he/she is able to do so.

Legal References

1. TCA 8-44-102; TCA 49-6-804(b)
2. 28 CFR § 36.201(a); 28 CFR § 36.202
3. Tenn. Att’y Gen. Op. No. 95-126 (December 28, 1995)
4. TCA 49-2-202(c)(1)
5. TCA 49-2-203(c); Public Acts of 2023, Chapter No. 350

Cross References

- School Board Legal Status and Authority 1.100
- Board Committees 1.300
- Notification of Meetings 1.402
- Appearances Before the Board 1.404
- Section 504 and ADA Grievance Procedures 1.802

Elizabethton City Board of Education			
Monitoring: Review: Annually, in September	Descriptor Term: Policy Development and Adoption	Descriptor Code: 1.600	Issued Date: 09/16/10
		Rescinds: 1.600	Issued: 08/24/90

1 A proposed policy or policy change shall be submitted to the Board as part of the agenda. Any interested
 2 party shall be given an opportunity to be heard on the proposal. The Board's approval of the proposal or
 3 return for study and/or further revision shall constitute the first reading.

4 The proposed policy or policy amendment shall be considered at the next board meeting with the final
 5 vote following the second reading. Adoption shall require an affirmative vote by a majority of the
 6 members of the Board and each vote will contain a future date for reporting the effectiveness of the
 7 policy.

8 Policies and amendments adopted by the Board shall be made a part of the minutes and shall be placed
 9 in the policy manual. Policies and amendments shall be effective immediately upon adoption unless a
 10 specific effective date is provided and shall supersede any previous Board action on the subject.

11 **POLICY MAINTENANCE**

12 The director of schools shall be responsible for drafting policy proposals, maintaining the Board Policy
 13 Manual and serving as liaison between the Board and the Tennessee School Boards Association. At
 14 least biennially, the Board shall review its policy manual for the purpose of passing, revising or deleting
 15 policies mandated by changing conditions. ¹ In order that the policy manual remain current, the Board
 16 may contract annually for TSBA's policy maintenance service.

17 Policies shall be accessible to all employees of the school system, members of the Board, and citizens
 18 of the community.¹ All policy manuals shall remain the property of the Board and are subject to recall
 19 any time deemed necessary by the director of schools.

20 **EMERGENCY PROCEDURE**

21 On matters of unusual urgency, by a two-thirds vote of the total membership, the Board may waive the
 22 second reading limitation and take immediate action to adopt new or revised policies.

1 **SUSPENSION OF POLICIES**

2 Any board policy or part thereof may be suspended, either by a unanimous vote of board members
3 present or by a two-thirds vote of the total membership of the Board.

4 **ADMINISTRATION IN POLICY ABSENCE**

5
6 In cases where the Board has provided no guidelines for administrative action, the director of schools
7 shall have the power to act, but report to the Board at its next meeting.

Legal Reference:

1. TCA 49-2-207

Cross References:

- Role of the Board of Education 1.101
Agendas 1.403

Elizabethton City Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Sick Leave	Descriptor Code: 5.302	Issued Oate: 07/21/23
		Rescinds: 5.302	Issued: 11/16/21

1 PROFESSIONAL PERSONNEL

2 Professional personnel shall earn one (1) day of sick leave for each month employed during the school
3 year, and these days shall accumulate for an unlimited number of days.¹

4 ~~Sick leave shall be defined as: illness of a teacher from natural causes or accident, quarantine, or illness
5 or death of a member of the immediate family of a teacher, including the teacher's wife or husband,
6 parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, daughter-
7 in-law, son-in-law, brother-in-law, and sister-in-law.²~~

8 Sick leave shall be defined as: illness of a teacher from natural causes or accident, quarantine, or
9 illness or death of a family member of an ECS employee and the immediate family of their spouse.

10 The following is an approved list of immediate family:

11 Grandparents, parents, stepparents, legal guardian, spouse (including a former spouse of a professional
12 employee where school-age children are concerned), brothers, sisters, children (including an unborn
13 child), & grandchildren.

14 A signed statement listing the cause of absence shall be provided by the employee on forms furnished
15 by the Director of Schools and shall promptly be given to the immediate supervisor in support of all
16 claims for sick leave pay. A falsified statement shall be grounds for dismissal.

17 Documentation from a physician may be required in support of any claim for sick leave pay.

18 The principal shall notify the Director of Schools' office at once if an employee is sick beyond the limit
19 of his sick leave accumulation.

20 Permanent, cumulative sick leave records for each active professional employee shall be kept in the
21 Director of Schools' office.

22 A teacher, upon employment, may transfer his accumulated sick leave from another Tennessee school
23 district provided that the Director of Schools of the district in which the accumulated leave was held
24 provides notarized verification.³

25 SUPPORT PERSONNEL

26 Support personnel shall earn one (1) day of sick leave for each month an employee is employed. No
27 sick leave is allowed for bus drivers.

1 At the termination of the employment of any employee, all unused sick leave accumulated by the
2 employee shall be forfeited.

3 The immediate supervisor may require documentation from a physician stating the reason for absence.
4 Frequent and misuse of sick leave by an individual are sufficient grounds for requiring medical
5 certification. Such medical certification may be provided by a physician, physician's assistant or nurse
6 practitioner.

7 **SICK LEAVE BANK**

8 The purpose of the sick leave bank is to provide sick leave to all employees⁴ who have suffered an
9 unplanned personal illness, injury, disability, or quarantine and whose personal sick leave is exhausted.

10 To form a sick leave bank, a minimum of twenty (20) employees from the school district shall petition
11 the Board for permission to establish a sick leave bank.⁵ Upon approval, sick leave bank trustees shall
12 be appointed and shall operate as the governing body of the sick leave bank and shall enact rules and
13 regulations consistent with state law.⁶ Employees wishing to participate shall initially give a maximum
14 of three (3) days of sick leave. These days are to be deducted from the employee's personal accumulation
15 and donated to the sick leave bank. Donations of sick leave to the bank are nonrefundable and non
16 transferable.⁷

17 At any time the number of days in the sick leave bank is less than twenty (20), or one (1) per employee
18 if there are more than twenty (20) members, or at any time deemed advisable, the trustees shall assess
19 each member one (1) or more days of accumulated sick leave. If an employee has no accumulated sick
20 leave at the time of assessment, the first earned days shall be donated as they are accrued by the
21 employee.⁷

22 An employee who is a member of the sick leave bank may request an allotment of days (for the
23 employee's personal illness or on account of an illness of his/her minor child) in the manner designated
24 by the trustees. The need for these days shall be verified by a statement from a physician.⁸

25 By written notice to the trustees, an employee may withdraw from bank participation on June 30th of any
26 year.⁹ Membership withdrawal results in forfeiture of all days contributed.

27 The sick leave bank shall be operated in accordance with state law.¹⁰

Legal References

1. TCA 49-5-710(a)(1)
2. TRR/MS 0520-01-02-.04(2)
3. TCA 49-5-710(a)(5)
4. TCA 49-5-811
5. TCA 49-5-803
6. TCA 49-5-804; TCA 49-5-805
7. TCA 49-5-807
8. Public Acts of 2023, Chapter No. 151
9. TCA 49-5-808(j)

Cross References

- Workers' Compensation 3.602
- Orientation and Probation 5.107
- Short Term Leaves of Absence 5.300
- Family and Medical Leave 5.305
- Physical Assault Leave 5.307

10. TCA 49-5-801 *et seq.*

Elizabethton City Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Personal and Professional Leave	Descriptor Code: 5.303	Issued Date: 04/20/23
		Rescinds: 5.303	Issued: 04/15/21

1 PROFESSIONAL PERSONNEL

2 Personal and professional leave shall be granted in accordance with laws of the State of Tennessee and
3 rules and regulations of the State Board of Education.

4 Each professional employee shall be given four (4) personal days. At the end of the current school year,
5 two (2) unused days will be carried over to two (2) equivalent sick days. The remaining days, if unused,
6 will carry over as one-half (1/2) sick day (each).¹

7 As a result of COVID-19, at the end of the 2020-2021 school year, four (4) unused days will be carried
8 over to four (4) equivalent sick days. The remaining days, if unused, will carry over as one-half (1/2)
9 sick day (each).

10 If, at the termination of services, any employee has been absent for more days than leave has been earned,
11 an amount sufficient to cover the excess days used shall be deducted from the employee's final salary
12 payment.²

13 Subject to the following conditions, personal leave may be taken at the discretion of the employee:

- 14 1. Except in emergency, each employee shall give the principal at least one day's notice in writing
15 of intent to take leave;
- 16
- 17 2. The approval of the principal of the school shall be required:³
 - 18
 - 19 a. If more than ten percent (10%) of the teachers in any given school request its use on the same
20 day;
 - 21 b. If requested during any prior established student examination period;
 - 22 c. If requested on the day immediately preceding or following a holiday or vacation period; or
 - 23 d. If the proposed request imposes an undue hardship on the educational process of the school.

1 Professional leave is a short, temporary absence for the purpose of attending workshops and other
2 meetings relating to school business or serving on boards and commissions which meet during daytime
3 hours when appointed by a mayor, city council, county executive or county commission.⁴

4 Requests shall be submitted to the principal at least five (5) days prior to requested leave of absence.

5 In addition, certificated employees shall be granted leave to serve on any board or commission of the
6 state when the appointment is made by the Governor or General Assembly. Such leave shall not be
7 counted against any other accumulated leave credits. The employee shall notify the principal at least
8 five (5) days prior to leave being taken.⁴

9 **SUPPORT PERSONNEL**

10 Persons employed in support positions shall be granted three (3) personal days per year. Personal leave
11 may be taken at the employee's discretion, provided it shall not be the day before or the day after a legal
12 holiday, except with the department head's prior approval. Leave for personal reasons shall be requested
13 at least one (1) day in advance of the anticipated leave and approved by the department head. Personal
14 leave is non-cumulative. At the end of the current school year, one (1) unused personal days will be
15 converted over to one (1) equivalent sick days. The remaining days, if unused, will carry over as one-
16 half (1/2) sick day.

18 **BEREAVEMENT LEAVE**

19 A maximum of three (3) working days per occurrence may be granted to a certified or a non-certified
20 employee ~~following the death of an immediate family member~~. Bereavement leave is non-accumulative.
21 Leave is granted by the director of schools or his designee.

22 ~~Immediate family shall include spouse, parents, legal guardian, step parent, grandparents, children~~
23 ~~(including an unborn child), step children, grandchildren, brothers, sisters, mother in law, father in law,~~
24 ~~son in law, daughter in law, brother in law, and sister in law.~~

25 Leave may be granted for an immediate family member of an ECS employee and the immediate family
26 of their spouse. The following is an approved list of immediate family:

28 Grandparents, parents, stepparents, legal guardian, spouse (including a former spouse of a
29 professional employee where school-age children are concerned), brothers, sisters, children
30 (including an unborn child), & grandchildren.

31

1

- 2 No sick leave is allowed for bus drivers. Bus drivers shall be compensated at the end of each fiscal year
3 for unused personal days.

Legal References

1. TCA 49-5-711(a); TRR/MS 0520-01-02-.04(3)
2. TCA 49-5-711(b)
3. TCA 49-5-711(c)(1)
4. TCA 49-5-205

A RESOLUTION BY THE ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION

WHEREAS, the Elizabethton City Schools Board of Education is charged with governing the school system so that all students receive the best educational opportunities in order to graduate prepared to enter a postsecondary institution or the workforce; and

WHEREAS, the Tennessee General Assembly passed the “Education Freedom Act of 2025” during the first Extraordinary Session of the 114th General Assembly; and

WHEREAS, this Act includes a provision providing one-time bonuses of no less than \$2,000 to public school teachers in the state; and

WHEREAS, section four (4) of the “Education Freedom Act of 2025” requires that a local board of education for an LEA seeking to participate in section four (4) of the proposed act must affirm its intention to participate via a resolution in order to receive state funds to issue these bonuses;

THEREFORE, BE IT RESOLVED, That the Elizabethton City Schools Board of Education affirms its intention to participate in Section four (4) of the “Education Freedom Act of 2025,” relative to bonuses for teachers.

THIS RESOLUTION is adopted as of this 20th day of February, 2025.

ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION

Eddie Pless, Board Chair

Jamie Schaff, Board Vice-Chair

Phil Isaacs, Board Member

Dr. Robert Lewis, Board Member

Danny O’Quinn, Board Member

Richard VanHuss, Director of Schools

Services Agreement

THIS SERVICES AGREEMENT (the "Agreement") is made and entered into as of the 27TH day of February, 2025 by and between **United Data Technologies, Inc.**, a Florida corporation with its principal place of business at 2900 Monarch Lakes Blvd, Ste. 300 Miramar, FL 33027 ("UDT"), and **Anderson County Schools** ("Customer") (each a "Party" and together the "Parties"). This Agreement is effective as of the date of the final signature hereto (the "Effective Date").

WHEREAS, the Customer is a public school district organized and existing pursuant to Tennessee law and on January 21, 2025 issued RFP #2528 – Anderson County Schools on Behalf of Anderson E-Rate Consortium Managed Internet Access and Telecommunications Services Request for Proposals (the "RFP");

WHEREAS, UDT responded to the RFP on February 19, 2025 ("UDT RFP Response");

WHEREAS, UDT desires to provide Customer and Customer desires to purchase from UDT the Services (defined below) as provided in the UDT RFP Response and described in Attachment A, Service Order No. 1;

WHEREAS, UDT and Customer desire to enter into this Agreement for Customer's purchase of the Services from UDT;

NOW THEREFORE, in exchange for the mutual promises to maintain all information shared herein proprietary, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby promise and agree to observe and abide by all the provisions and conditions of this Agreement.

1. **THE SERVICES.** Subject to the terms and conditions of this Agreement, UDT shall provide Customer with the Services specifically identified in the Service Order(s) signed by the Parties. The Services, the term for the Services, and the pricing and payment terms for the Services shall be described in each Service Order.

Attached hereto, and incorporated herein by reference as Attachment A, is Service Order No. 1. By signing this Agreement and Service Order No. 1, Customer is agreeing to purchase the Services as provided in Service Order No. 1 pursuant to the terms and conditions of this Agreement.

The Parties may agree to additional Service Order(s) under this Agreement by signing a written amendment to this Agreement attaching the additional Service Order(s). The terms and conditions of this Agreement shall apply to any such additional Service Order(s). As used herein, the term "Services" includes all services, software, products and deliverables provided by UDT to Customer under a Service Order, including, but not limited to, professional services.

2. **UNIVERSAL SERVICE FUND (E-RATE).** If Customer is seeking funding through the Federal Universal Service Fund program known as "E-Rate" for some or all the Services purchased under this Agreement, then the terms and conditions of Attachment B, attached hereto and incorporated herein, will apply, and Customer shall be required to complete and sign Attachment B before the Service Order hereto becomes effective.

3. **GENERAL TERMS AND CONDITIONS.** The General Terms and Conditions attached hereto, and incorporated herein, as Attachment C, and the General Terms and Conditions as provided in the RFP (the "RFP Terms and Conditions"), apply to and govern Customer's purchase and use of the Services. By signing this Agreement, UDT and Customer agree to comply with the General Terms and Conditions as provided in Attachment C and the RFP Terms and Conditions.

[Signature Page Follows]

This Agreement may be executed in two or more counterparts, all of which, taken together, shall be considered to be one and the same instrument. THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN THE PARTIES REGARDING ITS SUBJECT MATTER AND SUPERSEDES AND REPLACES ANY PRIOR OR CONTEMPORANEOUS AGREEMENT OR UNDERSTANDING, WRITTEN OR ORAL. Each party warrants and represents that its respective signatories, whose signatures appear below, have been and are on the date of signature duly authorized to execute this Agreement.

Anderson County Schools

By: 

Name: *Dr. Tim Parnett*

Title: *Director of Schools*

Date: *2/27/2025*

United Data Technologies, Inc.

By: 

Name: *FERNANDO FERNANDEZ*

Title: *CFO*

Date: *2/27/25*

Attachment A

Service Order No. 1

Pursuant to, and subject to, the terms and conditions of the Agreement, Customer is agreeing to purchase the Services described in this Service Order No. 1.

1. Service Ordered:

Fully managed Internet Access, WAN, and VoIP service for Anderson County Schools to Sites as listed in RFP, subject to revisions made by Customer and agreed to by UDT, and Consortium Members listed below who purchase Services from UDT under this Agreement, as described in UDT's Response submitted on February 19, 2025 (the "UDT RFP Response", which such UDT Response is incorporated by reference herein) to Anderson County Schools RFP #2528 – Anderson County Schools on Behalf of Anderson E-Rate Consortium Managed Internet Access and Telecommunications Services Request for Proposals (the "RFP", which such RFP is incorporated by reference herein) and any other Services ordered under the RFP and the UDT RFP Response.

The RFP Consortium Member List below lists the related School District Names and BEN numbers which include the related entities associated with the School District BENs. During the term of the agreement the Consortium Members may add service locations, move sites or remove service locations. An example would be a school closing where the customer is obligated to notify UDT of a site closure.

RFP Consortium Member List

District Name	BEN
Anderson County Schools	128340
Arlington Community Schools	16076500
Athens City Schools	128266
Bartlett City Schools	16076452
Bledsoe County Schools	128300
Bristol City Schools	128322
Campbell County Schools	128352
Cannon County Schools	128255
Carter County Schools	128324
Claiborne County Schools	128404
Cleveland City Schools	128273
Clinton City Schools	128338
Coffee County Schools	128297
Collierville City Schools	16076502
Cumberland County Schools	128515
Dayton City Schools	128277
DeKalb County Schools	128248
Dickson County Schools	128215
Dyersburg City Schools	128426
Elizabethton City Schools	128325
Etowah City Schools	128285
Fayette County Schools	128433

Fentress County Schools	128517
Franklin County Schools	128311
Germantown Municipal Schools	16076454
Grainger County Schools	128393
Greene County Schools	128345
Hamblen County Schools	128371
Hardin County Schools	128488
Hawkins County Schools	128390
Henderson County Schools	128480
Henry County Schools	128454
Humphreys County Schools	128253
Johnson City Schools	128318
Johnson County Schools	128333
Kingsport City Schools	128331
Knox County Schools	128407
Lake County Schools	128436
Lakeland City Schools	16076501
Lebanon Special Schools	128234
Lenoir City Schools	128361
Lexington City Schools	128483
Loudon County Schools	128362
Manchester City Schools	128296
Maryville City Schools	128366
Maury County Schools	128493
McKenzie Special Schools	128443
McMinn County Schools	128265
McNairy County Schools	128490
Meigs County Schools	128279
Millington Municipal Schools	16076455
Moore County Schools	128292
Morgan County Schools	128406
Oak Ridge City Schools	128382
Overton County Schools	128522
Paris Special Schools	128453
Perry County Schools	128238
Pickett County Schools	128511
Polk County Schools	128269
Putnam County Schools	128509
Rhea County Schools	128275

Roane County Schools	128357
Scott County Schools	128350
Sevier County Schools	128396
Sullivan County Schools	128320
Sumner County Schools	128225
Trenton Special Schools	128492
Unicoi County Schools	128327
Union City Schools	128460
Union County Schools	128368
Van Buren County Schools	128528
Washington County Schools	128328
Wayne County Schools	128505
White County Schools	128525

2. **Pricing:**

See attached (i) Schedule A-1, (ii) Addendum 1 – Additional Notes to Managed Services Cost Form, (iii) Addendum 2 – Additional Value-Add Features/Products/Services, and (iv) the UDT RFP for detailed pricing breakdown as required by the RFP.

3. **Term:**

The Term of this Service Order shall begin on July 1, 2025 and shall extend through June 30, 2026 (the “Initial Term”). The Initial Term may be renewed in twelve (12) month increments not to exceed sixty (60) months of total duration (each a “Term Extension”).

4. **Service Level Agreement (SLA):**

Attached as Schedule A-2.

5. **Billing Address and Contact Information:**

[Signature Page Follows]

AGREED TO BY:

Anderson County Schools

By: 

Name: *Dr. Tim Parnett*

Title: *Director of Schools*

Date: *2/27/25*

United Data Technologies, Inc.

By: 

Name: *Bernando Hernandez*

Title: *CFO*

Date: *2/27/25*

Schedule A-1

Pricing

Category I							
Managed Internet Access - Category I Service							
Provide Monthly Cost Per Line							
Service Type	Bandwidth	Monthly Fee per line					
		Year 1	Extension Year 1	Extension Year 2	Extension Year 3	Extension Year 4	
Per Site Circuit	1.5MB (T-1)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
Per Site Circuit	50 MB	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
Per Site Circuit	100 MB	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
Per Site Circuit	1 GB	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00
Per Site Circuit	2 GB	\$975.00	\$975.00	\$975.00	\$975.00	\$975.00	\$975.00
Per Site Circuit	10 GB	\$1,550.00	\$1,550.00	\$1,550.00	\$1,550.00	\$1,550.00	\$1,550.00
Aggregated Egress	100 MB	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
Aggregated Egress	Per MB from 101MB-999MB	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
Aggregated Egress	1 GB	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00
Aggregated Egress	Per GB from 2GB - 9GB	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
Aggregated Egress	10GB	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
Aggregated Egress	Per GB from 11 GB to 99GB	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
Aggregated Egress	100GB	\$11,500.00	\$11,500.00	\$11,500.00	\$11,500.00	\$11,500.00	\$11,500.00
Aggregated Egress	Per GB if over 100 GB	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
Charges for Burst Traffic exceeding maximums requested in the proposal	PER GB	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00

Notes to Category I pricing -

Pricing above represents average pricing for all sites in this category by year. UDT will review these prices over the life of the contract and may reduce prices below the rates bid.
Pricing above is "installed price" - no one-time, special construction, non-recurring or similar install costs required. Pricing includes all elements of the service as described in the RFP.
Per Site Circuit Bandwidth above 10 GB available based on the 10 GB rate per GB or lower
Bandwidth levels per circuit for both Per Site circuit and Aggregated Egress are available at increments between the levels listed in the above chart and up to the max levels allowed for all sites (as noted in the FCC Form 470)
Aggregated Egress pricing includes connection to UDT point of presence (POP) and internet transport to final destination of IP packet
Aggregated Egress over 100 GB may be subject to availability and/or minimum requirements (for example must buy in X GB increments and maintain load balancing with existing circuits.)
Aggregated Egress over 100 GB will require additional circuits to service and may only be available as multiples of other speeds for load balancing and other networking considerations.
Aggregated Egress over 100 GB may require additional service level upgrades to manage multiple circuits or equipment to support this level of service. See Addendum 1 for additional details and pricing.
Burstable speeds are available for per site circuits and aggregated egress as noted above and as described in Addendum 1.
Additional network design and Service Level features are available for Per Site and Aggregated Egress including multi-circuit options. See Addendum 1 for additional details and specific pricing.
Basic Firewall service with standard rule set is included with Managed Internet Access service.
UDT may deliver services requested with best available bandwidth options at its discretion including providing circuits with higher capacity managed at the bandwidth levels purchased
Lower pricing for additional volume may be available for districts in this category
Additional port connections on existing router, \$50 per connection per month, based on port availability on existing equipment. See Addendum 1 and Addendum 2 for other alternatives if needed.
See Cost Proposal Addendum 1 for additional footnotes and information

Category II						
CIPA Compliant Content Filtering						
Service Type	Fee Per Student/Per Month					
	Year 1	Extension Year 1	Extension Year 2	Extension Year 3	Extension Year 4	
Filtering	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	

Notes to Category II Pricing -

CIPA Compliant Basic Content Filtering will be invoiced with Category I Managed Internet Access rates at \$3 per month for each site and aggregated egress service
For Category II above, the equivalent rate to the \$3 per service per month is \$0.01 per student per month.
UDT intends to charge the content filtering per service per month not per student for simplicity of tracking and invoicing (including E-Rate filings and related invoicing)
Additional content filtering services are listed in the Additional Services Pricing - Addendum 2

Category III					
Telecommunication					
Service Type	Monthly Fee Per SIP Talk Path				
	Year 1	Extension Year 1	Extension Year 2	Extension Year 3	Extension Year 4
SIP trunking to handle concurrent call volume	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
Telephony Lines	Per Line Monthly Fee				
	Year 1	Extension Year 1	Extension Year 2	Extension Year 3	Extension Year 4
1FB	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
PRI (23 ch.)	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00
PBX Based service lines	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
PIN-Point 911 Services (Per DID)	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50

Notes to Category III Pricing -

SIP Trunking pricing is per SIP trunk/channel per month.
 PIN-Point 911 services fee applies to SIP Trunking services only.
 UDT may reduce pricing below these rates at its discretion.
 See Cost Proposal Addendum 1 for additional footnotes and information.
 See Cost Proposal Addendum 2 for additional features and services.

Category IV					
	Price per foot				
	Year 1	Extension Year 1	Extension Year 2	Extension Year 3	Extension Year 4
Dark Fiber	<i>Dark Fiber Cost should include full maintenance and locating services as these are expected to be leased fiber installations and not agency owned.</i>				
4 Strand	\$0.08	\$0.08	\$0.08	\$0.08	\$0.08
8 Strand	\$0.12	\$0.12	\$0.12	\$0.12	\$0.12
24 Strand	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25

Notes to Category IV Pricing -

UDT intends to deliver all services for Managed Internet Access under Category I service categories - typically as a lit fiber service or equivalent
 Per bid requirements, UDT is also providing the above dark fiber solution as an alternative.
 Dark fiber costs will include full maintenance and locating services as required.
 The service will be leased to school districts and not owned by the school systems.
 Pricing is based on 5 year service life - additional alternatives may be available
 Dark fiber construction subject to permitting restrictions. Such restrictions may impact pricing and/or availability.
 Dark fiber solution will utilize above ground or underground facilities as determined by UDT from best available options. Fully underground deployment may be available at an additional cost.
 Underground conduit, when used, will be 1.25" and standard depth. Additional alternatives may be available depending on the specific circumstances
 Dark fiber pricing excludes any equipment to light or manage the resulting service - lit service is only available under Category I service pricing.
 See Cost Proposal Addendum 1 for additional footnotes and information

Category V					
Firewall					
	Monthly Fee/Year				
	Year 1	Extension Year 1	Extension Year 2	Extension Year 3	Extension Year 4
Provider Hosted Firewall	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Provider Hosted Firewall Appliance @ Customer Site	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00
District Hosted Firewall Integration Support	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

District hosted firewall integration indicates connections from the vendors equipment to allow targeted traffic to pass from vendors router, to agencies firewall, and back to vendors router for completion of traffic delivery.

Notes to Category V pricing -

Basic Firewall service with standard rule set is included with Managed Internet Access service.
 District/Site Firewall service with district specified rule set is available. See Cost Proposal Addendum 2 - Additional Value-Added Features/Services/Products for further details.
 Firewall services listed above are combined with Managed Internet Access and are not sold separately.
 Provider hosted firewall appliance at customer site charge will be per device
 District Hosted Firewall Integration Support is provided for no additional charge with assistance from customer to integrate customer-owned device. If additional equipment/parts or site visits are required, additional charges may be required. Any such charges will be agreed-upon with district before starting work. UDT expects that most integrations will not require additional equipment/parts or site visits.
 See Cost Proposal Addendum 1 for additional footnotes and information

Category VI					
Managed VOIP					
The base line cost for Managed VOIP should include all the features listed as "Minimum Standard Features"					
Service Type	Year 1	Extension Year 1	Extension Year 2	Extension Year 3	Extension Year 4
Base line cost for Managed VOIP	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00
Handset Pricing					
One Time Price per device					
One Time Hardware Cost Classroom (Basic)	\$45.00				
One Time Hardware Cost Admin (Enhanced)	\$100.00				
One Time Hardware Cost Operator/Attendant (with extension monitoring /side car)	\$210.00				

Category VII					
Managed VOIP Intercom System					
Service Type	Year 1	Extension Year 1	Extension Year 2	Extension Year 3	Extension Year 4
Intercom cost per device (ex. handset, horns, loudspeak)	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Bell Scheduler	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
One-time fee per device					
One Time Hardware Cost for interior loudspeaker	\$350.00				
One Time Hardware Cost for exterior horn	\$495.00				

Standard & Optional Feature Set - Defined	Minimum Standard Features	Fully Capable	Limited	Monthly Fee
Analog Terminal Adapter support (e.g. – analog fax machine over SIP/digital integration)	x	X		Included
Standard Feature Set	x	X		Included
Voicemail to email integration with message transcription	x	X		Included
Hunt / calling groups	x	X		Included
Remote management that allows modification to all call process features in the system.	x	X		Included
Call Detail Record reporting	x	X		Included
MoH / MoTxf	x	X		Included
Support for Standards based SIP devices (vendor agnostic)	x	X		Included
Manager / Secretary line integration and call routing	x	X		Included
Call routing by Time of Day(TOD)	x	X		Included

Adds, Moves and Changes Fee to end user Telephone configuration: (Per user/device)	\$0.00
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Notes to Category VI and VII pricing -

The "Proposed Handset Pricing" section had three columns for pricing - as we only have one price for all Consortium Members, we only filled in the first column with our pricing. UDT can provide clarification if more information on handsets is needed during the bid review process.

Base Line Cost and Feature Set for UDT Voice Simple are included above.

Proposed Handsets	Model
Classroom	Yealink T31P (POE)
Admin	Yealink T44U (POE)
Operator/Attendant	Yealink T44U (POE) with EXP43 Expansion module

Proposed Intercom equipment	Model
Interior Loudspeaker	Algo 8180
Exterior Horn	Algo 8186

UDT has included all currently available handset and intercom equipment models in Cost Proposal Addendum 2. Handset, intercom and other equipment models are subject to change over the life of the contract. UDT will work with customers to select best available models.

Handset pricing for the Cost Proposal worksheet includes shipping as requested by the RFP. UDT will work with consortium members to preconfigure handsets making installation easy for technology staff and other end users. UDT will pre-assign device MAC addresses to accounts making for easier deployment. If desired, UDT offers on-site deployment for \$40 per handset plus any applicable travel expenses. See Cost Proposal Addendum 2 - Additional Value-Added Features/Services/Products for further details. Intercom equipment on-site deployment costs are included in Cost Proposal Addendum 2. As consortium members will own the handsets and intercom equipment, UDT will assist with warranty claims and any replacement orders/related configuration for new device during the warranty period. All devices purchased under this RFP include a one (1) year manufacturer warranty. If a handset is no longer under warranty with the manufacturer, customer will have to purchase the new handset which will include cost of any configuration for deployment at the handset pricing listed above or alternatives listed in Cost Proposal Addendum 2.

UDT offers virtual training sessions at no cost to the customer. If customer requires on-site/in-person training the fee is \$1,000 for a half day and \$2,000 for a full day plus actual travel costs.

See also (i) Addendum 1 – Additional Notes to Managed Services Cost Form, (ii) Addendum 2 – Additional Value-Add Features/Products/Services, and (iii) the UDT RFP for detailed pricing breakdown as required by the RFP.

Schedule A-2

Service Level Agreement (SLA)

- Network Availability – objective is 99.999%
- Packet Loss – WAN and Internet Access objective not to exceed .25%
- Latency – WAN objective is 5 milliseconds / Internet Access objective is 20 milliseconds
- Mean Time to Respond
 - UDT's objective is to respond to all troubles within 30 minutes
- Service Restoration (Mean Time to Repair)
 - UDT's objective is to provide a path to resolution for all troubles with-in 4 hours (240 minutes)
 - UDT's objective for P1 critical events is to restore service within 4 hours (240 minutes)
- VoIP Network Availability – objective is 99.999% - quality of service will be maintained at a Mean Opinion Score of 4.03 or greater, the equivalent of toll quality.
- SLA – if a plan for remediation and resolution is not provided or a P1 critical event is not resolved within the SLA UDT agrees to issue Customer a pro-rated credit based on the % of time service was offline (minus SLA exclusion durations), multiplied by the total monthly charges for the service affected/offline. For the purposes of calculating SLA credits, a calendar month is based on a 60 minute/hour, 24 hour/day, 30 day/month = 43,200 monthly minutes. In no event shall any obligation of service credit arise under this SLA until such time as the service is restored and fully operational. For example, an outage lasting 5 hours and 15 minutes (315 minutes) would be eligible for an SLA credit calculated as follows: $315 \text{ minutes} / 43,200 = .00729\%$ of the Monthly Recurring Charge. Credits accumulated in a month may not exceed the monthly service fee and must be reimbursed equally to all parties involved in the payment of services.
- Customer must request SLA credit in writing within 30 calendar days from the date service was restored.
- SLA exclusions related to timing and credits do not apply during events that may prevent UDT from resolving the incident timely such as: Power Failures, Limited/No Building Access, Holiday Closures, Customer Caused Damage, Acts of Terror, or other Force Majeure events.

Attachment B

Terms and Conditions Applicable to E-Rate Funded Products and Services

Customer may seek funding through the federal Universal Service Fund program known as "E-Rate" for some or all of the Services purchased under the Agreement.

The Federal Communications Commission ("FCC") has adopted rules that govern the Parties' participation in the E-Rate program. Both Parties agree to adhere to the FCC rules regarding their participation in the E-Rate program. The E-Rate program is administered by the Universal Service Administrative Company ("USAC").

Except as expressly stated herein, Customer's obligations under this Agreement shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Services described in this Agreement. The Parties further agree:

1. **Reimbursement of Program Funding.** If the FCC or USAC seeks reimbursement from UDT of E-Rate funds as a result of Customer's failure to comply with the E-Rate rules, then Customer shall reimburse UDT for any such funds UDT must return within ninety (90) days of notice of the FCC or USAC seeking reimbursement. Such Customer failure to comply includes, but is not limited to, Customer delays in submitting required forms or contracts, including service substitutions; Customer delay or failure to respond to USAC inquiries; USAC determination that Services that USAC had previously approved for discounts are not eligible and funds must be returned, other than as the result of UDT's failure to comply with the E-Rate requirements. In addition, Customer agrees and acknowledges that a determination of ineligibility for E-rate funding does not affect the obligations set forth in the Agreement, including those obligations related to payments.

2. **Eligibility of Products and Services.** The determination of the eligibility of products or services for E-Rate funding is solely the responsibility of the Customer. UDT makes no representations or warranties regarding such eligibility. While the UDT will assist to the best of its ability, the Customer is responsible for identifying any cost-allocation required for specific eligible Services or equipment that it includes on its E-rate application for funding (Form 471).

3. **Service Substitution.** Customer acknowledges that USAC funding commitments are based upon the products, services and locations set forth in the Form 470 and the Form 471 and that any modification to the products and services; the locations at which the products or services are to be installed and/or provided; or the number of products and services obtained, may require the Customer to file a service substitution with USAC, seeking permission to receive alternative service or receive the service at an alternative location. If Customer intends to make any such service substitutions, then Customer agrees to pursue them diligently, and file timely any and all required documentation with USAC. It is Customer's responsibility to ensure the Services it orders are consistent with its FCC Form 471 requests for funding, and to the extent USAC denies funding or seeks recovery of funding, Customer shall be solely responsible for repayment to USAC or full payment to the UDT. UDT will provide Services only as approved by USAC and may suspend activities pending approval of service substitution requests.

4. **Requested Information.** If requested, Customer will promptly provide UDT with final copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (i) Form(s) 471 and any submitted supporting documentation; (ii) Form(s) 486; (iii) any Form(s) 500; (iv) Service Substitution Request(s); (v) Service Certification Form(s); and, (vi) Form(s) 472-BEAR (if applicable). If the Customer issues purchase orders to the UDT, Customer shall clearly delineate between eligible and non-eligible Services on those orders.

5. **Representations, Warranties and Indemnities.** Each Party represents and warrants that it has and will comply with all laws and the requirements applicable to the E-Rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each Party agrees to indemnify and hold harmless the other Party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against third party claims (including FCC, USAC or other federal government claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the indemnifying Party's violation of the E-Rate Requirements or breach of the representations, warranties, and items contained in this Attachment.

6. **Appropriations.** By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary

appropriations or funding for the Services provided under the applicable Service Order, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with UDT to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide UDT thirty (30) days written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

7. Delivery of Services. Customer Must Choose A or B

CUSTOMER IS CHOOSING OPTION A:

7(A) SERVICES COMMENCE WITHOUT FUNDING COMMITMENT DECISION LETTER ("FCDL")

CUSTOMER DIRECTS UDT TO COMMENCE OR CONTINUE SERVICES EVEN IF FUNDING COMMITMENT DECISION LETTER ("FCDL") HAS NOT BEEN RECEIVED FROM USAC. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF REQUESTED E-RATE FUNDING IS NOT RECEIVED OR IS REDUCED.

7(A)(1). Scope: Customer desires that UDT deliver Services beginning on or about as soon as practicable after the effective date of this contract. Customer intends to seek funding from USAC, but acknowledges that it may not receive an FCDL prior to this date and that it is possible that USAC may not approve funding or may delay its decision.

7(A)(2). Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS PURCHASED PURSUANT TO THIS AGREEMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

CUSTOMER IS CHOOSING OPTION B

7(B) SERVICES WILL NOT COMMENCE UNTIL FCDL IS RECEIVED

SERVICES WILL NOT COMMENCE AND/OR EQUIPMENT WILL NOT SHIP UNTIL UDT RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED.

7(B)(1). Scope: Customer agrees to use best efforts to obtain funding from the E-rate program. UDT will not begin work related to the Services and/or Equipment (including, without limitation, installation or activation activities) under any Service Order until after UDT receives Customer "Notice to Proceed" with the order and confirmation of funding approval. UDT will commence Service(s) under the applicable Service Order to which the "Notice to Proceed" and confirmation of funding approval is provided as soon as is practical following the receipt of the appropriate documentation.

7(B)(2). Funding Denial Agreement Termination: If a funding request is denied by USAC, this Agreement and the applicable Service Order, with respect to such Service(s) and/or Equipment under the applicable Service Order, shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30th day following the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement.

7(B)(3). IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES UDT TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM USAC, CUSTOMER WILL EXECUTE A NEW REPLACEMENT TO THIS ATTACHMENT B, AND AGREE TO THE TERMS SET FORTH IN OPTION "A" ABOVE (THE "REPLACEMENT ATTACHMENT"). Upon execution of the Replacement Attachment, the Parties will mutually agree-upon a Service Commencement Date.

This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC after commencement of Service.

8. Invoicing USAC for E-rate Reimbursements. Customer acknowledges its obligation to designate the method by which it will receive E-Rate discounts.

Customer is responsible for notifying UDT of its election of either the Service Provider Invoice ("SPI") or Billed Entity Applicant Reimbursement ("BEAR") discount method by June 15 prior to the applicable funding year. Customer must complete and return an "E-Rate Discount Election Form" to UDT prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

With respect to each discount method, Customer agrees as follows:

A. FCC Form 472:

The Billed Entity Applicant Reimbursement ("BEAR") Form (FCC Form 472) is filed by the applicant and approved by the service provider after the applicant has paid for services in full. Customer agrees to pay the UDT's invoice when due and no later than 90 days after the date of the invoice. Customer further agrees to submit to UDT complete and accurate BEAR - Form 472 requests for certification at least five (5) business days prior to the FCC Invoice Deadline date for the Funding Request Number(s) ("FRN") being submitted on that Form 472. UDT cannot ensure that the Form 472 will be reviewed prior to the deadline if not received at least five (5) Business days prior.

B. FCC Form 474:

The Service Provider Invoice ("SPI") Form (FCC Form 474) is filed by the service provider after the applicant has been billed for the non-discount portion of the cost of eligible services. Customer agrees to pay the UDT's invoice when due and no later than 90 days after the date of the invoice. After UDT has received notification of approved funding, an approved Form 486, and Customer has confirmed the appropriate Billed Accounts to be discounted per Funding Request Number, UDT will then provide E-Rate program discounts and will file a Form 474 SPI. Customer agrees to promptly submit any UDT or USAC Forms needed to support requests for payment of Services rendered (for example, service certifications or proof of payment). In the event USAC denies payment, Customer will be responsible for repayment of all funds provided to Customer by UDT associated with this process.

9. Contract Required. FCC rules require that, prior to the submission of a Form 471 application for funding, the parties must have entered into a binding contract for the services made the subject of the application. It is the Customer's Responsibility to ensure that state law requirements for a binding contract have been met prior to the submission of a Form 471.

10. Contract Addendums or Changes to Service Orders. The Parties agree that Customer may request, via a Service Order, different bandwidths for services than those it initially receives under this Agreement. The Customer may also add additional sites not specifically detailed in this agreement at the same pricing offered by UDT for the applicable bandwidth, including installation and/or special construction charges as applicable. The Parties also agree that they may modify the Agreement, as mutually agreeable, in any other way allowed by federal and state law.

11. Installation Deadlines and Extension Requests. UDT will use commercially reasonable efforts to complete all installation within the deadlines established within the E-Rate rules, but will not be responsible for delays which result from matters outside its reasonable control. In such event, UDT will cooperate with the Customer in seeking appropriate deadline extensions from USAC and/or the FCC. Ultimate responsibility for obtaining such extensions, however, remains with the Customer per E-Rate rules.

By: **Anderson County Schools**

Print Name: Dr. Tina Pappas
Title: Director of Schools

Signature: [Handwritten Signature]
Date: 2/27/2025

Attachment C
General Terms and Conditions

1. SERVICE AND EQUIPMENT SPECIFIC TERMS

1.1 Service Location. UDT shall provide the Services to Customer at the Service addresses as provided in a Service Order or otherwise provided, in writing, by Customer (the "Service Location").

1.2 Availability of Facilities.

(a) Services and associated products, facilities, equipment, features and functions will be available in accordance with this Agreement, where technically and operationally feasible. UDT's obligation to furnish Services is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of underlying fiber facilities and equipment and to provide for the installation of those facilities required incident to the furnishing and maintenance of the Services.

(b) UDT may refuse to provide the Services or discontinue the Services when necessary because of (i) the lack of transmission medium, transmission capacity or any other facilities or equipment, (ii) the lack of available services from or interconnection with the services or facilities of other providers, (iii) any cause beyond UDT's control, (iv) any order, law, rule, regulation or ordinance that in any way restricts the provision or operation of the Services or (v) in the event of any prohibited use, as described herein.

1.3 Service Location Access

(a) Access. UDT will require reasonable access to each Service Location as necessary for UDT to review, install, inspect, maintain or repair any UDT-provided equipment, including, without limitation any Cable or Fiber (the "Equipment") necessary to provide the Services. For purposes of this Agreement: (i) "Fiber" means a glass strand or strands which is/are protected by a color-coded buffer tube and is/are used to transmit a communication signal along the glass strand in the form of pulses of light; and (ii) "Cable" means a collection of Fibers contained in color-coded buffer tubes with a protective outer covering, which covering includes stiffening rods and filler.

(b) If Customer owns or controls the Service Location(s), Customer grants UDT permission to enter the Service Location(s) for the exercise of such right. If a Service Location is not owned and/or controlled by Customer, Customer will obtain, with UDT's reasonable assistance, appropriate right of access. If such right of access for UDT is not obtained by either Party, then UDT's obligations with respect to such Service Location shall terminate and be considered null and void. Customer shall perform interconnection of the Services and UDT Equipment with any Customer or End User (as defined below) equipment, unless otherwise set forth in a Service Order or agreed in writing between the Parties.

1.4 Delivery and Installation.

(a) Generally

i. UDT will deliver, install, configure, and maintain the Equipment necessary to provide the Services, and all parties agree to coordinate and cooperate to schedule, facilitate, and carry out all delivery, installation, configuration, and maintenance activities.

ii. At the Customer's request, UDT may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional OTC based on UDT's actually incurred labor, material or other costs for such non-routine installation or maintenance.

iii. If the installation and maintenance of the Services is requested at locations which are or may become, in UDT's sole opinion, hazardous or dangerous to UDT's employees or the public or property,

UDT may refuse to install and maintain the Services, and, if the Services are furnished, may require the Customer to install and maintain such Services. In the event of such hazardous or dangerous conditions, Customer shall, to the extent permitted under law, defend, indemnify, and hold UDT harmless from any claims, loss, damage, or other liability arising from the installation or maintenance of such Service.

iv. UDT shall use reasonable efforts to make the Services available by the estimated service date set forth in the applicable Service Order. UDT shall not be liable for any damages whatsoever resulting from delays in meeting the estimated service date due to delays resulting from normal installation procedures or events beyond UDT's control. Examples of delays of installation include, without limitation, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, delays in actual construction work being done by UDT's vendor(s) or subcontractor(s), and any delays due to any other provider(s) where UDT is relying upon such provider(s) to meet such estimated due date which is beyond UDT's control.

v. In the event that UDT is unable to install the Services in accordance with the agreed upon schedule as a result of (i) Customer's (or any end user accessing or using the Services ("End User's")) failure to deliver any required materials, support or information to UDT; (ii) Customer's (or any End User's) failure to provide access to a Service Location; or (iii) UDT not being able to obtain access to equipment or software at the Service Location as necessary for installation of the Service, then Customer shall pay UDT, at UDT's request, a OTC at UDT's then prevailing rates for any installation trip made by UDT and an additional OTC for each subsequent trip necessary to perform the Service installation.

(b) Fiber Installation, Maintenance, Relocation and Ownership. Without limiting the foregoing, the Parties agree as follows regarding the installation of any Fiber:

i. Staging, Storage, and Access. During the installation of the Fiber, the Customer agrees to provide UDT with (i) suitable staging and storage areas at Customer facilities, or the outdoor facilities of Customer for relevant equipment, materials, and components and (ii) such access to facilities as may be necessary to efficiently carryout the installation, as reasonably determined by UDT, provided that such access must be scheduled with the Customer in advance and, unless otherwise agreed by the Customer, must occur between 7:00am and 10:00pm Monday through Saturday, excluding national holidays. Customer shall have no liability and UDT assumes all risk of any equipment, materials, and components stored at Customer or end user customer facilities. Customer personnel may accompany UDT personnel during any installation work at any Service Location.

ii. Site Preparation. Prior to the installation of Fiber, the Customer will clean and otherwise prepare all installation sites properly controlled by Customer and will continue to maintain those sites (but not, for clarity, the Fiber) following such installation.

iii. Debris Removal; Restoration. UDT will remove from installation sites all debris resulting from the installation of Fiber, including as appropriate by moving such debris to trash receptacles maintained by the Customer. The Customer will be responsible for trash removal from such receptacles. UDT will restore all landscaping disturbed during UDT's installation, maintenance, or removal activities. The Customer will be responsible for landscape watering, including at restored landscaping sites.

iv. Planning. Appropriate representatives of UDT and the Customer will meet prior to installation of the Fiber, and otherwise as necessary, to formulate and finalize the installation methodology and configuration design for the Fiber. The parties agree to work cooperatively and reasonably in this process.

v. Timeline. UDT and the Customer agree to the installation timeline and configuration set forth in the applicable Service Order. The Customer agrees to all reasonable extensions of the installation timeline necessitated by the actions or inactions of the Customer or otherwise resulting from circumstances beyond UDT's control.

vi. Deviations. If, prior to or during the installation process, UDT, in its reasonable judgement, deems it necessary or prudent to deviate from the final installation methodology and design in a material way, it will present such deviation to the Customer for its approval, which the Customer may not unreasonably withhold or delay; provided, however, that UDT reserves the right to make, without such approval, but following notification to

Customer and a reasonable period of time for Customer to review, immaterial modifications to the final installation methodology and design.

vii. Substitute Materials. In the event any materials or components of or relating to the Fiber are not available for timely delivery and installation, UDT may substitute materials or components of equivalent or superior functionality and performance.

viii. Electrical Circuits and Energy. The Customer will provide all electrical circuits and all electrical energy required for the installation and operation of the Fiber and provision of the Services at the sole cost of the Customer.

ix. Maintenance. UDT and its subcontractor are responsible for maintaining the Fiber. The Customer agrees to provide UDT with such access to its facilities as well as the facilities and properties owned or controlled by Customer's end user customer, as may be necessary to efficiently carry out its maintenance activities, as reasonably determined by UDT, provided that, when practicable, (i) such access must be scheduled with the Customer in advance and (ii) unless otherwise agreed to by the Customer, must occur between 7:00am and 10:00pm local time, Monday through Saturday, excluding national holidays. Customer personnel may accompany UDT or its subcontractor's personnel during any maintenance work at any Customer facility.

x. Notice of Maintenance. Except when, and to the extent to which, implementation of an emergency repair situation would be delayed by the following notice requirements, UDT shall provide advance notice to Customer of maintenance or repairs that may affect the Fiber Services as follows:

1) Emergency Maintenance. UDT shall provide forty-eight (48) hours advance notice regarding repairs that may affect Customer's Fiber Services by calling the telephone number and submitting an email to the email address provided within the notice provision below (section 12.10).

2) Routine Maintenance. UDT shall use commercially reasonable efforts to provide at least fourteen (14) days advance notice regarding any routine maintenance or repairs that may affect Customer's Fiber Services by calling the telephone number and submitting an email to the email address provided within the notice provision herein.

3) Notice of Relocation. UDT shall give the Customer ninety (90) days prior notice of any such relocation, if possible, and shall have the obligation to proceed with such relocation, including, but not limited to, the right to determine the extent of, the timing of, and methods to use for such relocation.

4) Right to Review. UDT shall have the right to determine the timing, means, method and extent of any relocation of its Cable hereunder; provided however, that Customer shall have the right to review the relocation plans, including the calculation of its proportionate share of the relocation costs, thirty (30) days prior to any relocation and shall have the right to have a representative present at the time of relocation. Should the relocation materially degrade Customer's ability to utilize the Fiber, Customer may terminate the appropriate Service Order with no further liability for payment.

xi. Alterations and Maintenance. If UDT and Customer mutually determine that alterations, maintenance and repairs, become necessary due to the fault of the Customer, then Customer shall reimburse UDT for all costs that UDT incurs to effectuate such alterations, maintenance, repairs or replacement. If the Customer requests UDT resources to troubleshoot or repair problems that are not caused by UDT, the Customer shall be responsible to reimburse UDT for any reasonable costs incurred, provided that UDT shall provide to Customer evidence sufficient to support any such incurred costs and Customer shall have the right to make a good faith dispute of any such incurred costs. Any such dispute shall resolved by mutual agreement of UDT and Customer.

xii. Fiber Ownership. The Parties acknowledge and agree that the Cable and Fiber is owned by the entity leasing the Fiber to UDT for UDT to provide Fiber Services to Customer (the "Fiber Owner") and will continue to be owned by the Fiber Owner following the expiration or termination of this Agreement or the termination of any particular Service Order. However, the fiber strands used by the Customer shall be dedicated to the Customer's use during the pendency of this Agreement as provided in the relevant Service Order(s). The Customer has no option or other right to purchase or otherwise acquire the Cable or Fiber from Fiber Owner. The Customer acknowledges and agrees that: (i) the Fiber Owner may use the Cable and non-dedicated Fiber for its other Customers, (ii) the Customer

may not make any alterations or attachments to the Cable and Fiber without the UDT's prior written consent; (iii) UDT has no maintenance or other obligations whatsoever with respect to any alterations or attachments made to the Cable or Fiber by the Customer; (iv) if UDT provides maintenance or other services in respect of any such alterations or attachments, UDT will provide such services subject to its standard charges, terms and conditions; (v) neither the Fiber Owner or UDT are responsible for any malfunction, non-performance, or performance degradation of the Cable and Fiber, or any inability of UDT to satisfy its obligations under this Agreement, caused by, or resulting directly or indirectly from, any alteration or attachment made to the Cable and Fiber by the Customer, or any other action by the Customer, and (vi) the Customer is solely responsible for, and agrees to indemnify UDT against all third party claims and damages caused by, or resulting directly or indirectly from any alteration or attachment made to the Cable and Fiber by the Customer.

1.5 Equipment and Materials.

(a) Responsibilities and Safeguards. Except as otherwise provided in this Agreement or a Service Order, neither Party shall be responsible for the maintenance or repair of cable, electronics, structures, equipment or materials owned by the other Party; provided, however, that subject to the indemnification limitations set forth in this Agreement, each Party shall be responsible to the other for any physical damage or harm such Party causes to the other Party's personal or real property through the gross negligence or intentional misconduct of such damage causing Party.

(b) Customer shall:

- i. Safeguard Equipment against others;
- ii. Not add other equipment nor move, modify, disturb, alter, remove, nor otherwise tamper with any portion of the Equipment;
- iii. Not hire nor permit anyone other than personnel authorized by UDT, acting in their official capacity, to perform any work on Equipment; and
- iv. Not move nor relocate Equipment to another location or use it at an address other than the Service location without the prior written consent of UDT.

(c) Any unauthorized connection or other tampering with the Services or Equipment shall be cause for immediate suspension of Services, Termination of this Agreement and/or legal action, and UDT shall be entitled to recover damages, including the value of any Services and/or Equipment obtained in violation of this Agreement, in addition to reasonable collection costs including reasonable attorney fees.

1.6 Site Visits and Repairs. If Customer's misuse, abuse or modification of the Services, Equipment or Network results in a visit to a Service Location for inspection, correction or repair, UDT may charge Customer a site visit fee as well as charges for any resulting Equipment or Network repair or replacement, which may be necessary. If UDT responds to a service call initiated by Customer, and UDT reasonably determines that the cause of such service call is not due to a problem arising from UDT's Network, but rather is due to Customer-provided or Customer-owned equipment or facilities, or a third party not under Customer control or direction, Customer must compensate UDT for the service call at UDT's then-prevailing commercial rates. For purposes of this Agreement, "Network" means a communications system consisting of an optical transmitter to convert an electrical signal into an optical signal to send into the optical fiber, a cable containing bundles of multiple optical fibers that is routed through underground or conduits and buildings, multiple kinds of amplifiers, an optical receiver to recover the signal as an electrical signal, and any other equipment or facilities necessary to provide an operational communications system.

1.7 Product and Service Changes. The capabilities and services available through UDT regularly change and expand. In order to improve and adapt the Services to these changing conditions, (i) UDT may add, delete or change the Services, at its sole discretion, by providing thirty (30) days prior written notice to Customer, and (ii) additions, deletions or changes to Service Order(s) will be effective as of the date agreed upon by the parties in writing.

1.8 Performance. UDT will use commercially reasonable efforts in keeping with normal industry standards to deliver the most reliable Service possible, without interruption and in accordance with the applicable

Service Order and any related Service Level Agreements. However, the Services may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond UDT's reasonable control. Temporary service interruptions/outages for such reasons, as well as service interruptions/outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by UDT to perform its obligations under this Agreement or any Service Order, and Customer will not hold UDT at fault for loss of Customer revenue or lost employee productivity due to such Service outages. UDT will notify Customer of any scheduled maintenance as provided herein or any Service Order, but may need to interrupt Services without notice to Customer in the event of an emergency.

1.9 Subcontractors. UDT may use a subcontractor of UDT in performance of the Services. UDT shall be responsible for all work performed by any such subcontractor.

1.10 Move or Transfer of Service. Services may not be transferred or resold, and this Agreement and the Service Order(s) thereunder may not be transferred or assigned, by operation of law or otherwise, without UDT's prior written approval. Any attempted assignment or transfer without UDT's prior written approval shall be void.

2. TERM AND TERMINATION

2.1 Initial and Term Extensions. The term of this Agreement shall commence on the Effective Date and continue until the applicable Service Order is expired or terminated.

2.2 Termination. Either Party may terminate this Agreement, with respect to any or all Service Order(s) prior to expiration of the applicable Service Order(s) then current Term set forth on the relevant Service Order(s), only for cause, as provided in Section 6 of Attachment B (Appropriations), or as otherwise expressly provided in the RFP Terms and Conditions, by giving any required written notice to the other Party. As applied to the Customer, "for cause" means (i) the Customer's failure or refusal to make any payment due to UDT hereunder within ten (10) business days after the Customer receives written notice from UDT of such failure or refusal, or (ii) the Customer's continuing failure or refusal to perform any other material obligation under this Agreement within thirty (30) days after Customer receives written notice from UDT for such failure or refusal. As applied to UDT, "for cause" means UDT's continuing failure or refusal to perform any material obligation under this Agreement, within thirty (30) days after UDT receives written notice from Customer of such failure or refusal.

2.3 Effect of Termination. If this Agreement or any Service Order is terminated by UDT for cause, Customer agrees to pay all amounts that would have been payable to UDT under this Agreement with respect to terminated projects for such projects full then current term in one lump sum which UDT shall invoice to Customer within thirty (30) days. In the event the Customer terminates this Agreement or any project described in a Service Order hereto for any or no reason, other than as provided in Section 2.2 above, prior to the end of the Term of the applicable Service Order, the Customer agrees to pay all amounts that would have been payable to UDT under this Agreement and the applicable Service Order for the involved projects full then current term in one lump sum which UDT shall invoice to Customer within thirty (30) days. The Parties recognize that UDT will incur significant costs in order to provide the Services, including, but not limited to the acquisition of necessary permits and authorities, construction, operating costs, maintenance costs, any other expenses related to the Customer's network. The Parties agree that the harm caused by a breach or early termination is incapable or difficult to estimate, and that the lump sum payments described above are reasonable forecasts of just compensation to UDT for the harm caused UDT for a breach or early termination. If this Agreement, or any project described in a Service Order, is terminated by Customer for cause, then, unless otherwise stated in Service Order, UDT shall retain all payments made by Customer prior to the date of termination, and Customer shall pay all outstanding charges incurred prior to the date of termination.

2.4 Effect of Termination or Expiration upon Equipment. Upon the termination or expiration of this Agreement, or termination or expiration of any Service Order, for any or no reason, including "for cause", UDT will have the right to remove any Equipment located at facilities or property under the Customer's control, including applicable facilities and properties owned or controlled by Customer's end user customer, and the parties agree to cooperate in effecting any such removal by UDT, as UDT may reasonably direct. Notwithstanding the foregoing, following such termination or expiration, UDT may elect to leave in place any Equipment located at facilities and properties under the Customer's control, including applicable facilities and properties owned or controlled by Customer's end user customer. In the event that UDT elects to leave in place any Equipment, the Customer agrees to provide UDT with continued access to the Customer's property and facilities, as well as to applicable facilities and properties owned or controlled by

Customer's end user customer, for maintenance purposes, replacement of Equipment, or installation of new or additional Equipment.

3. **FEES AND PAYMENT TERMS**

3.1 **Fees.** Customer shall pay UDT the fees set forth on a Service Order. Except for fees for Services delivered (as indicated in the Service Order attached hereto) and professional services, Customer's payment obligations for the Services shall commence on the date on which the applicable Services are first made available for use by Customer regardless of whether Customer has commenced use of the Services. Customer shall pay UDT in U.S. dollars.

3.2 **Payment Terms.** Except as provided in Attachment B for E-Rate Funded Product and Services, if applicable, for which the payment terms of Attachment B will apply, all invoices are due and payable net thirty (30) days from the date of invoice. UDT, without waiving any other rights or remedies to which it may be entitled, shall have the right to suspend or terminate any or all Services and refuse additional Service Order(s) and change requests until UDT's receipt of all overdue amounts. UDT shall have no liability to Customer for any such suspension or termination of the Services or for its refusal of additional change requests. UDT further reserves the right to seek collection of all overdue amounts (including by referral to third party collectors), plus all reasonable legal fees (including reasonable attorney's fees) and costs associated with such collection. Charges will be broken out for non-recurring expenses (such as professional services, installation and training) and recurring expenses. Payment terms are subject to UDT credit and financing approval.

4. **CUSTOMER RESPONSIBILITIES AND USE OF SERVICES**

4.1 **General Customer Representations and Obligations.**

(a) Customer represents to UDT (i) that Customer has the authority to execute, deliver and carry out the terms of this Agreement and the Service Order(s) and (b) that its End Users and any person who accesses any Services through Customer's equipment at the Service Location, will use the Services in an appropriate and legal manner, and will be subject to the terms of this Agreement. Customer is responsible for ensuring its End Users comply with the terms of this Agreement. Customer shall be responsible for all access to and use of the Services by means of Customer's equipment, whether or not Customer has knowledge of or authorizes such access or use. Customer shall be solely liable and responsible for all charges incurred and all conduct through either authorized or unauthorized use of the Services.

(b) As between the parties, Customer is solely responsible for (i) all use (whether or not authorized) of the Services by Customer, any End User or any unauthorized person or entity, which use shall be deemed Customer's use for purposes of this Agreement, (ii) all content that is viewed, stored or transmitted via the Services, as applicable, and (ii) all third-party charges incurred for merchandise and services accessed via the Services, if any. Customer agrees to conform its equipment and software, and to ensure that each End User conforms its equipment and software, to the technical specifications for the Services provided by UDT from time to time.

4.2 **Customer Use.**

(a) **Internal Use.** Subject to the terms and conditions set forth herein, UDT authorizes Customer to use the Services for its internal business purposes. Customer acknowledges and agrees that it will be responsible for all end users of the Services, regardless of whether such users are employees, contractors, agents, or third parties, in each case with or without the Customer's permission to use such Services.

(b) **No Reselling.** Customer shall not re-sell or re-distribute (whether for a fee or otherwise) access to the Services or system capacity, or any part thereof, in any manner other than for Customer's internal business without the express prior written consent of UDT.

(c) **No Illegal Purpose / Unauthorized Access.** Customer shall not use or permit third parties to use the Services, including the Equipment and software provided by UDT, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material.

(d) Applicable Laws. With respect to Customer's use of the Services (including the transmission or use of any content via the Services), Customer shall comply with all applicable laws and regulations in addition to the terms of this Agreement. UDT shall have the right to audit Customer's use of the Service remotely or otherwise, to ensure compliance with this Agreement.

(e) Acceptable Use. Customer shall not use, or allow the Services to be used, in any manner that would violate the UDT's Acceptable Use Policy, which can be found at www.udtonline.com/aup. For avoidance of doubt, Customer and UDT agree that any failure to satisfy the covenants set forth in the preceding sentence shall constitute a material breach of this Agreement.

(f) Non-Interference. The Customer covenants and agrees that it shall not directly or indirectly interfere in any manner with, and shall not further ensure that its end user customer shall not: (i) use the Equipment in a manner that materially interferes in any way with, or otherwise adversely affects the use of UDT's Network, Fibers, Cable, (or any equipment or element thereof), or of the Network, Fiber, Cable or equipment of any person along the route segments. In the event of an emergency, as determined by UDT in its reasonable discretion, UDT may immediately discontinue the Equipment to avoid harm to or interference with its operations or facilities.

(g) Customer Tampering with Property. Customer shall not authorize others to access, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Equipment without the prior written consent of UDT. The Parties agree that no party other than UDT, or a subcontractor under the direction supervision of UDT, shall be permitted to perform maintenance or splicing. In the event that Customer, or Customer's representative, agent or authorized agents or designees of Customer violates this provision, in addition to any other remedies for breach by Customer, Customer shall be responsible to pay UDT for all reasonable damages to UDT property and also any ongoing service charges in the event that maintenance or inspection of UDT property is required as a result of Customer's violations of this provision. In no event shall UDT be liable to Customer or any other entity for interruption of Services or for any other loss, cost or damage caused or related to Customer's unauthorized tampering with UDT property. In the event of any violation of this provision, UDT reserves the right to terminate for cause this Agreement, or any particular project described in a Service Order, subject to the notice and opportunity to cure provisions herein, and Customer shall forfeit all monies paid to date by the Customer and shall pay all amounts that would be been payable to UDT under this Agreement or a Service Order for full then current term of the project to be terminated.

4.3 Customer Security Responsibilities. Customer shall be responsible for the implementation of reasonable security measures and procedures with respect to use of and access to the Service Location, Services and/or Equipment. UDT may suspend the Services upon learning of a breach of security and will attempt to contact Customer in advance, if practicable.

4.4 Customer shall ensure that all Equipment at Customer's and End Users' Service Locations (i) remains free and clear of all liens and encumbrances, (ii) is not modified or altered by any person or entity other than UDT, (iii) is not subject to accident, misuse, abnormal wear and tear, neglect, or mistreatment, (iv) is not damaged in connection with any equipment or software with which the Equipment is used and not supplied by UDT, (v) is not damaged by liquids, and (vi) is not used with any software not supplied by UDT for use with such Equipment.

5. **CONFIDENTIAL INFORMATION**. This Section 5 shall apply to the extent permitted under applicable law. The following information is "Confidential Information": (i) as to both Parties, the terms of this Agreement, and all information exchanged by the Parties during negotiations culminating in this Agreement and during the Term of this Agreement, any information related to a Party's performance of, or failure to perform, this Agreement, and any information that is marked or designated as "Confidential" or with like notice; and (ii) as to the party disclosing the information, any information related to that Party's assets, liabilities, financial results, financing plans, business strategies, product development plans, operations, source code, technology, know-how, trade secrets, owners, vendors, contractors, personnel, and all other information that a reasonable person would understand to be confidential; but excluding in all cases any information which is independently developed by the other Party as shown by such Party's written business records, or information that becomes generally available to the public other than through breach of this Agreement, or violation of law or other agreement. Each Party agrees not to disclose the other Party's Confidential Information to any third party except to its agents and representatives who need to know the information to represent or advise it with respect to the subject matter of this Agreement and who are bound by written non-disclosure obligations at least as stringent as those stated in this Agreement; provided, however, that a Party will not be liable for disclosure of the other Party's Confidential Information if it is required by law or regulation to be disclosed and the disclosing Party gives

advance written notice of the disclosure to the other Party at the earliest possible time, or the Party discloses the information as part of a bona fide legal proceeding to enforce its rights under this Agreement. Each Party agrees to use at least a reasonable degree of care to protect the other Party's Confidential Information. Each Party agrees not to use the other Party's Confidential Information except in connection with the performance of its obligations or exercise of its rights under this Agreement. Each Party shall return or destroy the other Party's Confidential Information on completion of the Services, or earlier on request of the other Party, provided that a Party may retain the other Party's Confidential Information in backup medium where return or deletion is not commercially reasonable, or otherwise as required by law. On request of a Party, an officer of the other Party shall certify its compliance with the preceding sentence.

6. **DISCLAIMERS AND WARRANTIES**

6.1 CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICES AND USES THE SAME AT ITS OWN RISK. UDT EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICES AND UDT EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICES, EQUIPMENT AND ANY RELATED MATERIALS ARE PROVIDED "AS IS, WITH ALL FAULTS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON - INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY UDT, ITS AFFILIATES OR ITS CONTRACTORS OR SUBCONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. UDT DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR WITHOUT LOSS OF CONTENT, DATA OR INFORMATION, OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. EXCEPT AS SET FORTH IN THE SERVICE AGREEMENT, UDT DOES NOT WARRANT THAT ANY SERVICES OR EQUIPMENT PROVIDED BY UDT WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE.

6.2 IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICES MAY NOT BE SECURE.

6.3 CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR ANY END USER'S EQUIPMENT (WHETHER COMPUTER SYSTEM OR OTHER EQUIPMENT) OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR RESULTING FROM, CUSTOMER'S OR ANY END USER'S USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, VIA SENDING OR RECEIVING, UPLOADING OR DOWNLOADING, OR OTHER TRANSMISSION OF SUCH DATA, MATERIAL OR TRAFFIC.

6.4 IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT UDT'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS AGREEMENT, AND UDT DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS SERVICE AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

6.5 Content. Any content that Customer may access or transmit through the Services is provided by independent content providers, over which UDT does not exercise and disclaims any control. UDT neither previews content nor exercises editorial control; does not endorse any opinions or information accessed through the Services; and assumes no responsibility for content. UDT specifically disclaims any responsibility for the accuracy or quality of the information obtained using the Services. Such content or programs may include programs or content of an infringing, abusive, profane or sexually offensive nature. Customer and its authorized users accessing other parties' content through Customer's facilities do so at Customer's own risk, and UDT assumes no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such content.

6.6 Damage, Loss or Destruction of Software Files and/or Data. Customer uses the Services and Equipment supplied by UDT at its sole risk. UDT does not manufacture the Equipment, and the Services and Equipment are provided on an “as is, with all faults basis” without warranties of any kind. UDT assumes no responsibility whatsoever for any damage to or loss or destruction of any of Customer’s hardware, software, files, data or peripherals which may result from Customer’s use of the Services. UDT does not warrant that data or files sent by or to Customer will be transmitted in uncorrupted form or within a reasonable period of time.

6.7 Unauthorized Access. If Customer chooses to run or offer access to applications from its equipment that permits others to gain access through the Network, Customer must take appropriate security measures. Failing to do so may cause immediate Termination of Customer’s Service by UDT without liability for UDT. UDT is not responsible for and assumes no liability for any damages resulting from the use of such applications, and, to the extent permitted under applicable law, Customer shall defend, hold harmless, and indemnify UDT from and against any claims, losses, or damages arising from such use. UDT is not responsible and assumes no liability for losses, claims, damages, expenses, liability, or costs resulting from others accessing Customer’s computers, its internal network and/or the Network through Customer’s equipment.

6.8 UDT’s Access to Secure Information Systems and Data. Unless otherwise expressly provided in a Service Order, UDT is not responsible for any information stored or transferred via the Services, for backing up or maintaining copies of any data, including, without limitation, Customer data, or for the removal or disposal of any confidential, proprietary, or personal information. Unless otherwise expressly provided in a Service Order, UDT is not responsible for managing Customer’s network environment. UDT shall not attempt to access Customer’s secure network(s) or other information systems without Customer’s prior consent, either via its personnel performing services onsite, or remotely.

6.9 Access Security. For the term of this Agreement, UDT shall implement and maintain access security protocols. Notwithstanding the foregoing, Customer acknowledges that (i) neither those protocols nor any security software guarantees the security of Customer’s network, (ii) Customer is responsible for all other aspects of security, including without limitation, correctly configured security policies, selection of hardware and software (including network security tools), correct installation, configuration, and maintenance of the hardware and software, the interoperability of the various components of Customer’s network, and a physically and electronically secure operating environment and (iii) Customer is responsible for any claims, damages, costs, expenses, losses or the like resulting from the failure or breach of such access security protocols, unless such claims, damages, costs, expenses, losses or the like resulting from the failure or breach of such access security protocols were caused by UDT’s gross negligence or intentional misconduct.

6.10 UDT warrants that the Services will be performed diligently by qualified personnel and will be of the kind and quality described in the applicable Service Order and any applicable Service Level Agreement. In performing its obligations, UDT may give advice to Customer based on information supplied to UDT by Customer or third parties who have expertise or knowledge not held by UDT with regard to services or products necessary for UDT to complete Services, but not originating or endorsed by UDT. UDT will be entitled to rely on that information without assuming responsibility for decisions made by Customer based on that advice. Products provided to Customer under this Agreement that are neither manufactured nor designed by UDT will carry the warranty provided by the manufacturer, if any, and UDT makes no independent warranty with respect to those Products. To the extent permitted under UDT’s agreement with Third Party Technology providers, Hardware providers, and third party providers of hardware and/or software integrated into or otherwise used in connection with any deliverables, UDT will designate Customer as a third party beneficiary of warranties provided by such third party/ies for any such hardware and software. UDT specifically disclaims any and all warranties and liability related to any Third Party Technology and Hardware.

6.11 The warranties set forth hereunder do not apply to Services, Technology or Hardware (including without limitation replacement parts) which: (i) have been serviced, modified or altered, except as expressly authorized by UDT; (ii) have not been installed, operated, exposed to conditions, repaired, or maintained in accordance with any installation, handling, maintenance or operation instructions supplied or specified by UDT, the applicable Third Party Technology provider or the applicable Hardware provider; (iii) have been subjected to unusual physical or electrical stress; or (iv) have been damaged as a result of accident, misuse, transporting, negligence, accident or relocation by Customer or a third party. Customer agrees that the use of any third party products which have not been certified or are supported by UDT, the Third Party Technology providers, or third party Hardware providers may cause errors in the operation of the Services. Customer acknowledges that its use of any such third party products shall release UDT, the Third Party Technology providers and Third Party Hardware providers from the applicable performance obligations and Customer agrees to pay UDT for any time and materials associated with UDT diagnosing such issues at UDT’s hourly billing rate. UDT may at its discretion provide additional support to resolve any such issues.

6.12 The following terms have the meanings ascribed to them when used with an initial capital letter in this Agreement:

(a) "Technology" means the Third Party Technology and the UDT Technology.

(b) "UDT Technology" means all ideas, concepts, know-how, copyrights, patents, trademarks, trade secrets, sequences, processes, algorithms, techniques, methods and software modules, applications, computer programs and other types of developer know-how, tools and software, hardware, products, replacement parts, documentation, programs, web sites, and any other technology, data, information or content owned or directly licensed by UDT and furnished or otherwise made available by UDT to Customer pursuant to this Agreement, excluding Hardware. UDT Technology includes, without limitation, UDT Technology developed by UDT alone or jointly with Customer.

(c) "Third Party Technology" means all third party ideas, concepts, know-how, copyrights, patents, trademarks, trade secrets, sequences, processes, algorithms, techniques, methods and software modules, applications, computer programs and other types of developer know-how, tools and software, hardware, products, replacement parts, Documentation, Programs, web sites, and any other technology, data, information or content furnished or otherwise made available by UDT as part of the Services pursuant to this Agreement, excluding Hardware.

(d) "Hardware" means hardware, products, replacement parts, embedded software, documentation and any other technology, data, information or content furnished sold (not leased or otherwise provided) to Customer pursuant to this Agreement.

7. **LIMITATIONS OF LIABILITY**

7.1 TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, NEITHER PARTY (NOR ITS EMPLOYEES, AGENTS, SUPPLIERS OR AFFILIATES) SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING WITHOUT LIMITATION ARISING IN CONNECTION WITH THE AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, EVEN IF THE PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

7.2 TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, AND EXCEPT FOR CLAIMS ARISING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 5, EACH PARTY'S ENTIRE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS PAID OR PAYABLE UNDER THE SERVICE ORDER WHERE THE CLAIM AROSE IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE OF THE CLAIM.

8. **TITLE:** Title to the Equipment (other than the Fiber) shall remain with UDT during the term of the applicable Service Order. Customer shall keep that portion of the Equipment located on Customer premises free and clear of all liens, encumbrances and security interests. Upon termination of Service or expiration of a Service Order's term for a specific site, UDT shall have the right to remove all Equipment components and/or leave any of such components in place, assigning title and interest in such components to Customer, it being understood that no further notice or action is required to accomplish the assignment contemplated hereunder. UDT shall have the right to remove the Equipment and all components within 60 days after such termination.

9. **INTELLECTUAL PROPERTY**

9.1 All right, title, and interest in the intellectual property (including all copyrights, patents, trademarks, trade secrets, and trade dress) embodied in the Services and Equipment, as well as the methods by which the Services is performed and the processes that make up the Services, shall belong solely and exclusively to UDT or the applicable suppliers or licensors, and Customer shall have no rights whatsoever in any of the above, except as expressly granted in this Agreement. The Services are protected pursuant to intellectual property laws and treaties. Customer may not modify, remove, delete, augment, add to, publish, transmit, adapt, translate, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Services, in whole or in part.

9.2 Upon UDT's receipt of payment in full with regard to a particular Deliverable, Customer shall own all right, title and interest in and to such Deliverable, including any derivative or modification rights to the Deliverable, excluding any Technology embedded within such Deliverable. A Deliverable is deemed to be a "Work Made for Hire" as set forth in the United States Copyright Act of 1976 or if for any reason held not to be a work made for hire, UDT hereby assigns all of its right, title, and interest in such Deliverable to Customer. For purposes of this Agreement, "Deliverables" means all tangible materials, reports, creative(s), and custom designed software or programs (including without limitation, specifications, designs, plans, drawings, prototypes or other technical or business information): (a) identified by the Parties in the applicable Service Order as a Deliverable; and (b) delivered to Customer in accordance with this Agreement.

9.3 To the extent that any UDT Technology is intangible and embedded within any of the Deliverables, UDT hereby grants Customer a royalty-free, fully paid-up, worldwide, perpetual, irrevocable, nonexclusive, non-transferable license to use such UDT Technology solely in connection with the deliverables; provided, however, that the UDT Technology is still subject to any use restrictions specified in the applicable statement of work and UDT may revoke any use of the UDT Technology, which is outside the license grant as set forth herein. UDT has the right and title to grant all such licenses necessary for UDT to own and/or use the deliverables as set forth herein.

9.4 The UDT Technology is personal property of UDT, and the Third Party Technology is personal property of the Third Party Technology provider. No title, equity, ownership or right (including any license right) in or to the UDT Technology or the Third Party Technology in whole or in part shall pass to Customer except as otherwise expressly provided by this Agreement. Customer agrees that it may not pass any right or interest in the UDT Technology or Third Party Technology to any third party and Customer shall ensure it takes all necessary steps to protect UDT's and the applicable Third Party Technology providers' rights under this Agreement such that neither the UDT Technology nor the Third Party Technology can be construed as a fixture nor shall it become a fixture on the Customer's premises or any other location. Customer will not take any action that causes or purports to cause the imposition of any lien, claim, interest, right or encumbrance on UDT Technology or the Third Party Technology or otherwise transfer any right or interest in the UDT Technology or Third Party Technology to any third party and will ensure that end users do the same. Customer will immediately take all necessary action to remove any lien or encumbrance on the UDT Technology or Third Party Technology (other than any lien or encumbrance in favor of or expressly approved by UDT or otherwise permitted under this Agreement or the applicable statement of work and shall, at its sole expense, defend, indemnify and hold UDT and its Third Party Technology Providers harmless from and against any claims, damages, costs, expenses, losses or the like relating to the protection and preservation of UDT's rights, title and interest in the UDT Technology and the Third Party Technology providers' rights, title and interest in the Third Party Technology, respectively.

10. **MISCELLANEOUS PROVISIONS**

10.1 High-Risk Disclaimer. Unless otherwise expressly provided in the applicable Service Order, the Services provided under this Agreement are not fault-tolerant and are not designed or intended for use in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, life-support machines, or any other application in which the failure of the products, software, or services could lead directly to death, personal injury, or severe physical or property damage (collectively, "High-Risk Activities"). UDT expressly disclaims any express or implied warranty of fitness for High-Risk Activities.

10.2 Excluded Data. Unless otherwise expressly provided in the applicable Service Order, Customer acknowledges that any software and/or the Services provided under this Agreement are not designed to offer functionality providing security and access management for the processing and/or storage of the following categories of data: (a) data that is classified and or used on the U.S. Munitions list, including software and technical data; (b) articles, services and related technical data designated as defense articles and defense services; (c) ITAR (International Traffic in Arms Regulations) related data; and (d) personally identifiable information or data that is subject to heightened security requirements as a result of Customer's internal policies or practices or by applicable law or regulation (examples include but are not limited to the Health Insurance Portability and Accountability Act, the Gramm-Leach-Bliley Act, Family Educational Rights and Privacy Act, FINRA, the General Data Protection Regulation, the California Consumer Privacy Act, etc. and hereinafter collectively referred to as "Excluded Data"). Customer hereby agrees that Customer is solely responsible for reviewing and ensuring its data that will be provided to UDT (or to which UDT will have access) does not contain Excluded Data. If Customer believes that any such data provided to UDT (or to which UDT will have access) will or does contain Excluded Data, Customer shall immediately notify UDT of the same.

Notwithstanding anything in this Agreement to the contrary, Customer will defend, indemnify and hold harmless the UDT Indemnitee against any and all claims of third parties which are in any manner related to the processing and/or storing of Excluded Data.

10.3 Non-Exclusive Arrangement. Customer acknowledges and understands that this is a non-exclusive arrangement and nothing herein shall preclude UDT from providing Services, deliverables, or related services to any third party, or from authorizing third parties to make Services available to their customers.

10.4 Third Party Services. The Services may permit users to link to other websites, services or resources on the Internet, and other websites, services or resources may contain links to the Services. When users access third party resources on the Internet, users do so at users' own risk. These other resources are not under UDT's control, and users acknowledge that UDT is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply UDT's endorsement or any association between UDT and their operators. Users further acknowledge and agree that UDT shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such website or resource. It is users' responsibility to protect users' system from such items as viruses, worms, Trojan horses and other items of a destructive nature.

10.5 Import and Export Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, Customer agrees to be solely responsible for compliance related to the manner in which Customer chooses to use the Services, including Customer's transfer and processing of content and the provision of such content to others.

10.6 Force Majeure. Neither Party shall be liable to the other for any delay, inconvenience, loss, liability or damage resulting from any failure or interruption of Services, directly or indirectly caused by circumstances beyond such Party's control, including, but not limited to, denial of use of poles or other facilities of a utility company, labor disputes, acts of war or terrorism, pandemics, criminal, illegal or unlawful acts, natural causes, mechanical or power failures, or any order, law or ordinance in any way restricting the operation of the Services.

10.7 Compliance with Laws. Both parties shall comply with all applicable laws and regulations when carrying out their respective duties hereunder.

10.8 Changes in Law and/or Government Regulations. This Agreement is based on the laws and government regulations in place at the Effective Date. Subsequent changes in any applicable laws or regulations may result in pricing changes and/or service changes that may automatically become a part of this Agreement.

10.9 Notices. Legal notices shall be sent via electronic mail and first class United States mail to the individuals named in the Service Order, and copied to:

To Customer:

To UDT:

United Data Technologies, Inc.
Attn: Legal Affairs Team
2900 Monarch Lakes Blvd, Ste. 300

Miramar, FL 33027
Email: legalsupport@udtonline.com

Non-legal notices in the ordinary course of business; e.g., notice to postpone a shipment, shall be sent via electronic mail to the Designated Representative of the other party or to such other designee as may be set forth herein. Notices shall be effective as of the day sent via email, or if that day is not a Business Day or the first Business Day that follows the day sent.

10.10 Controlling Law, Venue, and Costs of Suit. With respect to disputes which may arise as a result of this Agreement in the US, the laws of the State of Tennessee (exclusive of its choice of law principles) govern this Agreement and the Parties agree to submit to the exclusive jurisdiction of, and venue in, the courts in the State of Tennessee, Anderson County, in any dispute arising out of or relating to this Agreement. If any action is brought to enforce this Agreement, the prevailing party shall be entitled to collect its reasonable attorney fees and costs of suit. This choice of jurisdiction does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction. The U.N. Convention on the International Sale of Goods shall not apply to this Agreement.

10.11 Assignment. Customer may not assign this Agreement without UDT's prior written consent, not to be unreasonably withheld. Any attempted assignment in violation of the preceding sentence shall be void. This Agreement shall inure to the benefit of the parties permitted successors and assigns.

10.12 Non-Waiver. The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other or subsequent right or remedy. Specifically, but without limitation, Customer's payment of fees is not a waiver of any claims for breach of this Agreement.

10.13 Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

10.14 Publicity. Neither Party may issue any press release or other publicity regarding the subject matter of this Agreement without the other Party's prior written consent.

10.15 Trademarks. Neither Party may use the other party's name, logo, trade or service marks, or similar indicia (each a "Trademark") without the other Party's prior written consent. Any authorized use shall be subject to the Trademark owner's mark usages guidelines provided to the other or published on its website.

10.16 Relationship of the Parties. Each Party is an independent contractor of the other and nothing in this Agreement shall be construed to create an association, trust, partnership, joint venture, or agency relationship between the Parties. Although the Parties may refer to each other colloquially as "partners" they do not intend to create a partnership, and neither party has any fiduciary duty, obligation, or liability to the other or any obligation to share profits and losses. Neither Party will have any rights, power, or authority to act or create an obligation, express or implied, on behalf of another Party except as expressly specified in this Agreement.

10.17 Integration. This Agreement, UDT's Acceptable Use Policy, and all Service Order(s) constitute the entire understanding of the parties with respect to the subject matter hereof, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their Agreement. This Agreement shall not be modified or amended except in writing signed by the parties hereto.

10.18 Conflict. In the event of any conflict regarding the terms of this Agreement, addendum to this Agreement, UDT's response to any applicable RFP that results in a Service Order, UDT's Acceptable Use Policy, or any Service Order(s), their terms shall control in the following order, from highest to lowest priority: (1) Service Order(s), (2) addendum to this Agreement, (3) this Agreement, (4) UDT's response to a RFP under which a Service Order is executed, and (5) UDT's Acceptable Use Policy.

10.19 Counterparts. This Agreement may be executed in two or more counterparts, all of which, taken together, shall be considered to be one and the same instrument.

10.20 Entire Agreement. THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN THE PARTIES REGARDING ITS SUBJECT MATTER AND SUPERSEDES AND REPLACES ANY PRIOR OR CONTEMPORANEOUS AGREEMENT OR UNDERSTANDING, WRITTEN OR ORAL.

UDT Cost Proposal – Addendum 1
Additional Notes to Managed Services Cost Form

Additional Notes to Cost Proposal - The notes below apply to the entire cost proposal section including Addendum 2 – Additional Features, where applicable.

Category I Managed Internet Access Footnotes

1. Per the RFP – **Monthly cost proposal shall be an installed price** for all locations listed for circuit and hardware installations.
 - o UDT understands this requirement and affirms that our cost proposal includes all costs to install including all circuit and hardware costs.
 - o UDT does not have any charges for one-time installation, one-time special construction, or similar extra charges required for the services listed on the Monthly Cost Proposal
 - o UDT expects that Anderson County Schools review of bidder proposals will include validation/affirmation of “installed price” and absence of any hidden one-time or similar additional costs from all vendors.
2. UDT’s Aggregated Egress service includes both a transport circuit to the UDT POP and Internet transport from our POP to the requested packet address. We consider this to be the requested complete service for this cost item. UDT expects that Anderson County Schools will confirm that all providers include all components of this service or allow all vendors to adjust, if needed to match a consistent service definition.
3. Pricing is for managed Internet access (WAN and Egress) at specified speeds including all required UDT equipment and all installation costs.
4. Burstable service is available allowing consortium members to temporarily exceed the base service amount purchased. Bandwidth utilization will be measured and if the average utilization at the 95th percentile exceeds the base service level, additional charges for excess bandwidth will be incurred consistent with Managed Services Cost Form or an upgrade to a higher base bandwidth can be ordered.

Examples of burstable service combinations are listed below. Pricing for service consists of base service cost for the fixed Managed Internet Access service plus the burst cost listed below. Combinations of base to max through 100 Gbps available for configuration subject to any technical limitations.

End Site			
	Base	Max	Burst Cost
	up to 100 mb	1 Gbps	\$250
	1 Gbps	5 Gbps	\$400
	2 Gbps	5 Gbps	\$200
	2 Gbps	10 Gbps	\$450
	5 Gbps	10 Gbps	\$250
Aggregated Egress			
	Base	Max	Burst Cost
	< 1 Gbps	1 Gbps	\$250
	1 Gbps	5 Gbps	\$1,250
	2 Gbps	5 Gbps	\$750
	2 Gbps	10 Gbps	\$2,000
	5 Gbps	10 Gbps	\$1,250
	10 Gbps	20 Gbps	\$2,000

5. To meet the various diverse/multi-circuit network design requirements of the RFP and specific consortium member needs, UDT offers a Service Level structure designed to provide maximum flexibility for each consortium member to determine specific reliability/uptime improvement options.

Higher service levels represent use of additional E-Rate eligible networking techniques/tools/configurations to improve network reliability and uptime.

These different service levels were created due to the lack of consistent infrastructure across the state – allowing for incremental improvements, as available, to each consortium member.

Service levels are cumulative (for example Service Level 3 gets all the features of Service Levels 1, 2 and 3) and can be added for End Site, End Site/Ingress and Aggregated Egress Managed Internet Access services.

- o **Service Level 1** – typically one router and one circuit
- o **Service Level 2** – may be provided using various techniques including two circuits
- o **Service Level 3** – may be provided using various techniques including two circuits and two end site routers
- o **Service Level 4** – may be provided using various techniques including two circuits, two routers and diverse carrier paths including paths to geographically diverse points of presence (POPs).
- o **Service Level 5** – may be provided by various techniques beyond SL4 including dual facility entrance usage and other eliminations of single points of failure

Specific techniques to be used for a consortium member’s Service Level upgrade will be agreed upon before deployment.

Service Level Pricing					
	Total End Site Service Bandwidth				
Service Level	2 Gbps	5 Gbps	10 Gbps	20 Gbps	100 Gbps
2	\$275	\$350	\$425	\$525	\$1,500
3	\$525	\$600	\$675	\$775	\$2,500
4	\$1,525	\$1,600	\$1,675	\$1,775	\$3,500
5	ICB	ICB	ICB	ICB	ICB
	Total Aggregated Egress Service Bandwidth				
Service Level	2 Gbps	5 Gbps	10 Gbps	20 Gbps	100 Gbps
2	\$450	\$700	\$900	\$1,450	\$3,000
3	\$700	\$950	\$1,150	\$1,950	\$4,000
4	\$1,700	\$1,950	\$2,150	\$2,950	\$5,000
5	ICB	ICB	ICB	ICB	ICB

- Service level 1 is included with all Managed Internet Access End Site/Per Site and Aggregated Egress services at no additional cost
- Service Levels with multiple circuits per site will be billed at total site service/bandwidth costs plus SL Cost
- Pricing for additional bandwidth levels will be based on the above table and may be individually developed or use the tiers above.
- Services beyond Service Level 1 are subject to availability and such availability is expected to improve over the life of the contract as additional connectivity options become available (primarily second carrier and/or diverse path option availability).

- Service level charge covers all additional engineering costs to manage routing, coordinate active/active service configurations, and other similar costs to design, install and maintain higher service levels.
- Current SLA level pricing is the same for all Categories. UDT may provide Category based price reductions in future or similar changes.

For comparison to RFP, we provide the following from the RFP:

- Simple, single point routing design with no alternate egress paths (single circuit providing both Internet egress and WAN connectivity)
 - o UDT Service Level 1
 - Agency based routing with a single egress point located at the central office or other single consolidated routing hub for the district/agency (spoke/hub design)
 - o UDT Service Level 1
 - Agency based routing with multiple egress points, load balanced and resilient routing models that allows egress from any branch office to a primary egress point
 - o UDT Service Levels 2 through 5 provide various design options
6. UDT is responsible for delivering service to the customer site point of demarcation. The customer is responsible for any in-building requirements such as electric, backer board, etc. to allow for standard installation of UDT equipment and telecom connections. The customer will allow UDT team reasonable and timely access as needed to complete any on-campus work and support UDT team with any needed information about the end site.
 7. There are currently no governmental fees applicable to the broadband services requested. However, if such fees become applicable in the future, governmental fees (to the extent the customer is not exempt from such fees) including state, local, and federal taxes, fees, USF, E911 taxes/fees, and similar are in addition to the above rates. These fees will be charged at the applicable rates set by governmental entities and are subject to change over the life of the service contract.
 8. UDT managed Internet access services are subject to UDT's acceptable use policy.
 9. UDT will notify the consortium member when the service is ready for final installation and will work to determine a mutually agreed upon date to turn up service. In the event of customer delays in final installation, UDT reserves the right to start billing for the service two weeks after notification that service is ready.
 10. Pricing was based on the site list in the RFP. Delivery to missing sites, sites with incorrect addresses or similar may not be completed by 7/1/2026 and pricing adjustments may be required depending on the actual details for those sites. UDT will work with consortium members to mitigate any such issues and expects to be successful based on the timing of discovery of any such updates/corrections.
 11. UDT will provide a public DNS resolution point for general egress inquiries. Charges for this service are included in the Managed Services Cost Form pricing.
 12. UDT will provide a Simple Mail Transport Protocol (SMTP) relay point, which does NOT require an authentication process for handling outbound mail messages from the customer's network. UDT is responsible for controlling and mitigating any blocks against the associated server addresses related to assumed or validated 'Spam' activities. Charges for this service are included in the Managed Services Cost Form pricing.

13. UDT will provide support for aggregated LAN hand-off links to high-capacity facilities. Costs for additional connection ports are identified in the notes to Managed Services Cost Form pricing. UDT team will work with consortium members as needed to create the optimal design for networking and E-rate compliance purposes.
14. UDT provides content caching at its POPs connected to the Anderson Consortium network that reduce WAN/Egress traffic loads as part of our standard services. In most cases, due to the real time nature of the content, on-site caching tends to be less effective than in the past. However, UDT will include options for this feature in Addendum 2 – Additional Features.
15. UDT will continue to evaluate additional pricing options to offer more flexibility to consortium members within the structure of this RFP. These changes may include service options such as aggregated egress with different bandwidth commitments on transit vs POP Internet Access, aggregated egress to diverse POPs, and other innovative options to provide consortium members valuable choices as their networking needs grow. UDT sees the pricing options and service bundles in this RFP as a starting point not a restrictive list of service options and will listen to consortium member needs and provide additional choices over the life of the contract. UDT will work with Anderson County Schools to the extent any of these options may require a contract amendment.
16. For the diverse/resilient networking scenarios included in the RFP and any similar designs requested during the contract, UDT will work with the applicable consortium member to develop solution options that minimize any one-time charges. As noted in this cost proposal, UDT does not anticipate that there will be any fiber optic installation charges or similar one-time charges based on our understanding of potential network designs deployed currently or proposed by UDT in this RFP. In the event of new configuration requests that require one-time charges, UDT will confirm any such charges with the consortium member before beginning service or billing any such charges.
17. As applicable, these footnotes also apply to all networking services including Filtering, Firewall and Dark Fiber.

Category V – Telecommunications Footnotes

1. The pricing provided in Managed Services Cost Form represents Not to Exceed pricing. UDT will continue to review pricing for the term of the contract and may offer price points or volume discounts lower than bid response pricing.
2. UDT Trunking services (SIP) are sold on a per channel basis and can be purchased in any quantity. Each channel includes one (1) Direct Inward Dial (DID) number. Additional DIDs can be purchased for \$0.25 each per month,
3. UDT Trunking service (PRI) includes 23 channels per PRI interface. Fractional PRIs are not supported. Each channel includes one (1) Direct Inward Dial (DID) number. Additional DIDs can be purchased for \$0.25 each per month.
4. UDT Trunking service (Analog) includes one channel and one DID.
5. Each channel/DID includes a 911 record. If a customer requires additional 911 records built to accommodate floor or room level location information, each 911 record will cost \$0.50 per month. Customer is required to configure their PBX to outpulse the correct 911 caller ID on all 911 calls.
6. UDT sells off-net Minutes to be used in association with any of UDT's Trunking services. Minutes are \$.003 per minute. Minutes will be billed in arrears.

7. Government fees (USF and local fees such as E911, as applicable) are charged per service. Other fees could be added based on state and local requirements. These fees are not included in the base cost and are subject to change over the life of the contract based on government actions. Based on our K-12 experience, UDT will file periodic traffic studies with the FCC verifying the low interstate usage of K-12 voice. UDT anticipates that USF rates using this method will be between 7% and 10% versus the current FCC safe harbor rate of approximately 23%. UDT will work with consortium members and taxing authorities to minimize impact of taxes and fees as allowable.
8. Service pricing does not include any tariffs that may be applied by the US government to underlying equipment used to deliver the service in the future, if such tariffs or similar apply, we will notify customers as soon as possible. Any tariffs will be billed separately in addition to costs included in this RFP. UDT will work with customers as allowable to minimize the impact of any tariffs or related fees.
9. 411 (Information), International calls and calls to Hawaii and Alaska are billed per use. International calling rates vary per country and are subject to change throughout the life of the contract. International calling is blocked by default but can be enabled upon written request

Category VI – Dark Fiber Footnotes

1. Additional Specifications
 - a. Pricing assumes all sites in a district. If fewer sites are available, the price may need to be adjusted
 - b. Price is based on per cable foot per year and is based on an average span length of at least 2,500 cable feet.
 - c. Each Dark Fiber installation must cross at least one public right of way (ROW)
 - d. Pricing does not anticipate any significant construction for rock, boring, or similar. UDT's pricing includes \$0 construction costs for all Consortium sites for delivery of Category I services.
 - e. UDT reserves the right to adjust pricing for such construction discoveries given that lit fiber solutions are already available/proposed without such added costs.
2. After initial build cost is amortized, pricing for ongoing lease with maintenance and locating services only will be applied reducing monthly cost.

Category VIII - UDT Voice Service Footnotes

1. The pricing provided in Managed Services Cost Form represents Not to Exceed pricing. UDT will continue to review pricing for the term of the contract and may offer price points or volume discounts lower than bid response pricing.
2. UDT provides a hosted Voice over IP service which will utilize the customer's Internet connection. The service is not restricted to the number of "lines" purchased. Voice traffic will have access to your entire bandwidth.
3. Government fees (USF and local fees such as E911, as applicable) are charged per service. Other fees could be added based on state and local requirements. These fees are not included in the base cost and are subject to change over the life of the contract based on government actions. Based on our K-12 experience, UDT will file periodic traffic studies with the FCC verifying the low interstate usage of K-12 voice. UDT anticipates that USF rates using this method will be between 7% and 10% versus the current FCC safe harbor rate of approximately 23%. UDT will work with consortium members and taxing authorities to minimize impact of taxes and fees as allowable.
4. UDT Voice packages include unlimited usage. Assumptions have been made about usage based on traffic patterns in TN school districts to offer the lowest pricing. We reserve the right to look at your traffic patterns and adjust assigned packages, if necessary.

- a. UDT's simple voice package is expected to be used for 50 minutes or less each month. If a simple voice package is consistently above the standard, UDT may adjust billing to a higher-level voice package after discussion with customer.
5. UDT Voice extension prices include Local Number Portability (LNP) and PinPoint 911, if desired. PinPoint 911 offers the ability to provide additional location level information to the local Public Safety Answering Point (PSAP).
6. If Customer elects to provide location-based data for E911 calls based on switch port, wireless BSSID, and/or IP subnet; the customer is responsible for building out and maintaining that location data.
7. 411 (Information), International calls and calls to Hawaii and Alaska are billed per use. International calling rates vary per country and are subject to change throughout the life of the contract. International calling is blocked by default but can be enabled upon written request.
8. End User devices are shipped directly to the customer requested location. Shipping charges are typically billed in addition to the cost of the devices but will be combined with handset price where indicated as required by this RFP.
9. The devices proposed are Power Over Ethernet (POE). If a customer requires AC powered phones, please see Additional Services Pricing in Addendum 2.
10. UDT has included the currently available end user devices in our Managed Services Cost Form and Addendum 2 Additional Services pricing. New models may become available and older models may reach end of life during the term of the contract. UDT will work with customers to propose the most up-to-date models at the time the customer is purchasing devices.
11. Each extension has the option to include a Direct Inward Dial (DID) number at no additional charge. Customers desiring to maintain spare DIDs for future use will be billed a monthly fee per DID for spares.
12. When integrating with customer owned and maintained paging systems additional equipment may be required for integration. This equipment is not included in the monthly cost of the extension.
13. UDT's proposal assumes the customer will be installing the devices. Should the customer require UDT to perform this task, a per handset installation fee will apply. Please see Additional Services Pricing in Addendum 2.
14. Equipment/handset pricing does not include any tariffs that may be applied by the US government in the future. If such tariffs or similar apply, we will notify customers during the service/handset selection process if possible. Any tariffs will be billed separately in addition to costs included in this RFP. UDT will work with customers as allowable to minimize the impact of any tariffs or related fees.
15. UDT works closely with our distributors to ensure inventory levels for devices remain adequate to meet customer requested timelines. However, UDT is not responsible for significant global events such as COVID which may impact supply chain for devices although as a major vendor, UDT has had a high level of success meeting customer needs in difficult times.

16. UDT reserves the right to adjust handset pricing with 30 days written notice based on market changes. Such changes will be discussed with Anderson County Schools in advance of implementation and are not expected to be required very often based on past history.
17. Authorized customer personnel with access to the admin functions within the UDT Voice portal will have the ability to review/download any needed Call Detail Record (CDR) information. Since UDT's Voice service includes unlimited usage, UDT does not provide call details on the monthly voice bill.

General Footnotes

1. UDT will work with consortium members to fully quote all services prior to beginning work to minimize any unexpected charges/billing.
2. UDT considers per site circuit to be equivalent to end site and end site/ingress service.
3. Consortium members can request optional payment terms other than monthly if desired. However, local payments must be paid within 90 days of invoice per E-Rate rules.
4. In the event of extraordinary delays in E-Rate funding approval or payment, UDT may request consortium members to pay more than local portion up to 100% of total cost.
5. Additional pricing reductions may be available for the purchase of multiple services from this RFP including E-Rate and non-E-Rate services. Any such pricing reductions will be shared equally among the products and the payment sources (E-Rate and local) to maintain appropriate pricing parity/fairness.
6. Additional pricing reductions may be available for consortium member term commitments.
7. If Service Level Agreement events result in credits or other payment to customers, those amounts will be provided to both E-Rate/USAC and consortium member based on E-Rate discount percentage. For example, if the discount rate is 80%, then 80% of any applicable amount would be returned to the federal government.
8. Service pricing does not include any tariffs that may be applied by the US government to underlying equipment used to deliver the service in the future, if such tariffs or similar apply, we will notify customers as soon as possible. Any tariffs will be billed separately in addition to costs included in this RFP. UDT will work with customers as allowable to minimize the impact of any tariffs or related fees.

UDT Cost Proposal – Addendum 2
Additional Value-Add Features/Products/Services

UDT provides these additional items as part of total cost proposal for services.

- Pricing footnotes from entire Cost Proposal package including Addendum 1 also apply to the service pricing in this Addendum, where applicable.
- All services footnote: Rates listed are not to exceed amounts that may be reduced based on volume purchased or other consistently applied discount methods. For any E-Rate eligible services, discounts will be allocated between E-Rate and local customer costs per program rules. One-time charges can be reduced or waived at UDT's discretion.

Managed Internet Access Features and Services

Service/Feature	One-Time Fee	Monthly Fee	Notes
Make Ready evaluation, planning, coordination for network service deployment	ICB	N/A	Specific project-based quote
Site Move/Add/Change	ICB	N/A	For non-standard situations
Managed Internet Access – IA at POP only		\$5	Per Mb per month
Light and Manage Customer Owned Fiber		\$500	WAN connection
Campus Connection Fiber – build/light/manage	ICB	\$300	Customer owned
Additional Managed Router – standard device		\$100	
Additional Router ports – standard device		\$50	If available
Additional Switch/Router – Small		\$200	Model based on need
Additional Switch/Router – Medium		\$350	Model based on need
Additional Switch/Router – Large		\$500	Model based on need
Caching – on-premises solution – Small		\$300	Model based on need
Caching – on-premises solution – Medium		\$500	Model based on need
Caching – on-premises solution – Large		\$1,000	Model based on need
LAN Switch/Router monitoring/management		\$50	Qualified devices only
Historical Bandwidth and Other Reporting	ICB	ICB	Beyond 13 weeks Based on specific customer needs

UDT SPS Professional Services	One-Time Fee	Hourly Fee	Notes
Consulting - Engineer		\$125	
Consulting – Lead Engineer		\$200	
Consulting/Assessment for IP address renumbering /IPv6 conversion		\$75	Specific project-based rate
Consulting – Wi-Fi Engineer		\$175	Wi-Fi assessments

Service Notes:

- All services subject to availability. Availability expected to increase over life of contract.
- Additional feature/services prices subject to change - may increase up to 10% per year as needed due to market and /or economic conditions.
- Travel and related expense charges are in addition to above costs, if applicable, and will be charged at cost.
- UDT will work with Customers to fully quote all services prior to beginning work to minimize any unexpected charges/billing.
- On premise Caching and Filtering devices are required to be co-managed between UDT and CM. SLAs will not be applicable to monitoring, alerting or other downtime related to these services or their impact on other services.
- For Professional Services, prepaid blocks of hours and project-based pricing at discounted rates may be available.

Firewall/Security

District Specific Basic Firewall Service – Hosted

(Pricing based on Aggregated Egress bandwidth)

	Hosted Basic Firewall (per Gbps)	Per Month
up to	1 Gbps	\$500
up to	5 Gbps	\$1,000
up to	10 Gbps	\$1,500
up to	25 Gbps	\$3,000
up to	50 Gbps	\$7,000
up to	100 Gbps	\$12,500

- Price for service past 100 Gbps, as available, based on per Gbps price at 100 Gbps or lower

Firewall – DDoS – Unified Thread Management (UTM)

UDT SPS Security Services	One-Time Fee	Monthly Fee	Notes
Unified Threat Management (UTM)			
Up to 5 Gbps		\$1,000	
6 – 10 Gbps		\$3,500	
11 – 15 Gbps		\$6,000	
DDoS District Specific Mitigation, Alarming and Reporting			
Up to 2 Gbps		\$2,500	Per Gbps Per Month
2 – 5 Gbps		\$2,250	Per Gbps Per Month
>5 Gbps		\$2,000	Per Gbps Per Month

- UTM and DDoS services require purchase of UDT Managed Internet Access – Aggregated Egress.
- Requires 1 year purchase commitment.
- Discounts may be available for longer purchase commitments and/or specific services purchased.
- UTM/DDOS package pricing available.
- Prices are in addition to Managed Internet Access- Aggregated Egress and Hosted Basic Firewall
- Pricing based on Aggregated Egress bandwidth
- Additional higher bandwidth services are available based on these prices.

Additional Services – Voice

Prices listed below reflect Standard price points for each item. Discounts may be applied based on volume purchased.

UDT Voice Services	NRC	MRC
UDT Voice Simple	\$-	\$8.00
UDT Voice Basic	\$-	\$14.00
UDT Voice Advanced	\$-	\$20.00
Multi-Level Hunt Group	\$-	\$20.00
Call Center Agent	\$-	\$20.00
Call Center Supervisor	\$-	\$35.00
Auto Attendant	\$-	\$20.00
Fax (physical)	\$-	\$25.00
Fax (virtual)	\$-	\$10.00
Loud Ringer	\$-	\$8.00
Bell Scheduler	\$-	\$25.00
Paging Integration with customer owned system (may require additional equipment)	\$-	\$15.00
Intercom extension	\$-	\$5.00
Life Safety Line (equipment and Monthly fee)	\$500.00	\$50.00
Life Safety Line set up fee	\$250.00	\$-
Life Safety data plan (per device)	\$-	\$15.00
Additional TN (DID)	\$-	\$0.25
PinPoint 911 record on UDT Trunking (per DID)	\$-	\$0.50
UDT Trunking (SIP) per channel	\$-	\$10.00
UDT Trunking (PRI) 23 channels	\$-	\$200.00
UDT Trunking (analog)	\$-	\$25.00
Off-net minutes per minute	\$-	\$.003
Professional Services		
Half day on-site training	\$1,000.00	\$-
Full day on-site training	\$2,000.00	\$-

On-site handset install (per handset)	\$40.00	\$-
Voice/Network Engineer (outside standard project scope) (hourly rate)	\$175.00	\$-
Advanced Call Center	NRC	MRC
Pro Agent (per agent)	\$250.00	\$64.00
Advanced Agent (per agent)	\$250.00	\$96.00
Supervisor (per supervisor)	\$250.00	\$-
Call Center Design/Set up	\$3,000.00	\$-
Transcription and Sentiment (per user, must be enabled for all agents if selected)	\$400.00	\$17.00

Devices			
Yealink		Yealink	
SIP-T31P (POE) or equivalent	\$45.00	SIP-T31P (AC) or equivalent	\$55.00
SIP-T31G (POE) or equivalent	\$60.00	SIP-T31G (AC) or equivalent	\$70.00
SIP-T34W (POE) or equivalent	\$85.00	SIP-T34W (AC) or equivalent	\$95.00
SIP-T44U (POE) or equivalent	\$100.00	SIP-T44U (AC) or equivalent	\$110.00
SIP-T44W (POE) or equivalent	\$110.00	SIP-T44W (AC) or equivalent	\$120.00
SIP-T46U (POE) or equivalent	\$155.00	SIP-T46U (AC) or equivalent	\$165.00
SIP-T48U (POE) or equivalent	\$210.00	SIP-T48U (AC) or equivalent	\$220.00
SIP-T54W (POE) or equivalent	\$170.00	SIP-T54W (AC) or equivalent	\$180.00
SIP-T57W (POE) or equivalent	\$220.00	SIP-T57W (AC) or equivalent	\$230.00
SIP-T58W (POE) or equivalent	\$290.00	SIP-T58W (AC) or equivalent	\$300.00
SIP-T58W (Pro) (POE) or equivalent	\$320.00	SIP-T58W (Pro) (AC) or equivalent	\$330.00

Yealink DECT Handsets	
W76P (W56H handset w/ W70B base station) or equivalent	\$155.00
W77P (W57R handset w/ W70B base station) or equivalent	\$210.00
Yealink Conference Phones	
CP925 or equivalent	\$360.00
CP935W-Base or equivalent	\$525.00
CP965 or equivalent	\$495.00
Yealink Accessories	
EXP43 Color Expansion Module for T4U/W Series phones or equivalent	\$110.00
EXP50 Color Expansion Module for T5 Series phones or equivalent	\$110.00
BTH58 Wireless handset for use with SIP-T58W or equivalent	\$50.00
W56H DECT cordless handset or equivalent	\$90.00

W57R ruggedized DECT handset or equivalent	\$155.00
Power supply for T54W/T57W/T58W	\$15.00
Power supply for T31P/G, W56H	\$11.00
Wall Mount T31P/G	\$11.00
Wall Mount T46U	\$11.00
Wall Mount T48U	\$11.00
Wall Mount T54W	\$11.00
Wall Mount T57W	\$11.00
CP Wireless DECT Expansion Mic for CP965 or equivalent	\$210.00

Devices

HP Poly		HP Poly	
Edge E100 (POE) or equivalent	\$120.00	Edge E100 (AC) or equivalent	\$130.00
Edge E220 (POE) or equivalent	\$130.00	Edge E220 (AC) or equivalent	\$140.00
Edge E350 (POE) or equivalent	\$200.00	Edge E350 (AC) or equivalent	\$210.00
Edge E450 (POE) or equivalent	\$260.00	Edge E450 (AC) or equivalent	\$275.00
Edge E550 (POE) or equivalent	\$285.00	Edge E550 (AC) or equivalent	\$295.00

HP Poly DECT Handsets	
Rove 20 DECT Handset or equivalent	\$110.00
Rove 20 Handset and B1 Single Cell Base Station or equivalent	\$210.00
Rove 30 DECT handset or equivalent	\$160.00
Rove 30 Handset and B2 Single /Dual Cell DECT Base Station Kit or equivalent	\$290.00
Rove B2 Single/Dual Cell DECT Base Station or equivalent	\$225.00
HP Poly Conference Phones	
Trio 8300 IP Conference phone POE Enabled or equivalent	\$325.00
Trio 8300 IP Conference phone POE Enabled with Power Kit or equivalent	\$410.00
HP Poly Accessories	
Edge E Expansion Module	\$200.00
Edge E Expansion Module Desk Stand	\$65.00
Edge E Expansion Module Wall Mount Bracket	\$50.00
Rove 30/40/B2/B4/R8 Power Supply 5V/2A-US	\$35.00
Edge E Handset and Cord (5 pieces)	\$115.00
Edge E100/E220 Wall Mount Bracket	\$40.00
Edge E100/E220 Desk Stand (5 pieces)	\$60.00
Edge 350 Wall Mount Bracket	\$50.00
Edge 350 Desk Stand (5 pieces)	\$60.00
Wall Mount Bracket for Poly Edge E 450/550	\$50.00
Edge E450/550 Desk Stand (5 pieces)	\$70.00
Edge E100-450 Power supply, 5V/3A-US	\$30.00

Algo	
8301 or equivalent	\$395.00
8373 or equivalent	\$435.00
8180 or equivalent	\$350.00
8186 or equivalent	\$495.00
8188 or equivalent	\$460.00
8189 or equivalent	\$510.00
8190 or equivalent	\$985.00
8190S or equivalent	\$1,210.00
8410 or equivalent	\$1,410.00
8420 or equivalent	\$1,860.00
8039 or equivalent	\$1,610.00
8063 or equivalent	\$345.00
8201 or equivalent	\$460.00
Algo Accessories	
Wall Mount Bracket for 8180 Speaker	\$31.00
Wall Mount Bracket for 8186	\$43.00
T-Bar Brackets for 8188 Ceiling Speaker	\$85.00
On-site Algo Device Installation	Pricing based on scope of installation

UDT Services

Additional UDT Services - Professional, Security, Lifecycle/End User Device Management			
Product	Product ID	Amount (\$)	Unit
Professional Services			
Business Transformation Architect	BT-PS-BTA	565	Hour
Business Transformation Consultant	BT-PS-BTC	285	Hour
Business Transformation Executive	BT-PS-BTE	480	Hour
Business Transformation Lead	BT-PS-BTL	375	Hour
Business Transformation Program Manager	BT-PS-BTPM	335	Hour
Cloud Professional Services - Lead Engineer	CLD-PS-LE	285	Hour
Cloud Project Management - Principal Project Manager	CLD-PM-PPM	240	Hour
Cloud Project Management - Program Manager	CLD-PM-PGM	270	Hour
PSAT Field Services - Lifecycle Project Management Services	PSAT-FS-LPMS	10,080	Fixed Price
PSAT Professional Services - Mobility Engineer	PSAT-PS-ME	2,416	Bundle
PSAT Professional Services - Professional Service - Integration Engineer	PSAT-PS-PSIE	125	Hour

PSAT Professional Services - Professional Services - Integration Architect	PSAT-PS-PSIA	175	Hour
PSAT Professional Services - Solutions Architect - Technology Manager	PSAT-PS-LE	275	Hour
PSAT Professional Services - Technology Consultant	PSAT-PS-TC	225	Hour
PSAT Project Management - Principal Project Manager	PSAT-PM-PPM	240	Hour
PSAT Project Management - Program Manager	PSAT-PM-PGM	270	Hour
PSAT Travel - Travel Expenses, at cost	PSAT-TRV-TE	-	Trip
Cybersecurity			
Assess & Baseline - Awareness, Training and Education Program (Assess Program, Qtrly Email Phish Tests, Report, Monitor) (Monthly Fee)	CYB-RM-ATE1Q-MF	2,850	Program
Assess & Baseline - Awareness, Training and Education Program (Assess Program, Semi-Annual Email Phish Tests, Report, Monitor) (Monthly Fee)	CYB-RM-ATE2S-MF	1,650	Program
Assess & Baseline - Awareness, Training and Education Program (One Email Phish Test, Report on Findings with Recommendations) (Monthly Fee)	CYB-RM-ATE1-MF	600	Program
Assess & Baseline - Baseline NIST Assessment	CYB-RM-BNA	5,000	Exercise
Assess & Baseline - Custom Developed Content Awareness, Training and Education Animated Videos with 5 quizzes each. Brandable, 1 Edit Included	CYB-RM-ATEV3	5,000	Video
Assess & Baseline - Four (4) custom email phishing test content created, deployment, reporting and recommendations	CYB-RM-ATE3	27,187	Exercise
Assess & Baseline - One-Time custom email phish test creation, deployment, reporting and recommendations	CYB-RM-ATE	8,000	Exercise
Assess & Baseline - PCI Assessment, PCI Gap, ROC, and AOC	CYB-RM-PCI	30,000	Exercise
Assess & Baseline - Risk Assessment, Compliance Based (Organizations <= 500 Employees)	CYB-RM-RISKCO1	26,000	Exercise
Assess & Baseline - Risk Assessment, Compliance Based (Organizations <= 1000 Employees)	CYB-RM-RISKCO2	39,750	Exercise
Assess & Baseline - Risk Assessment, Compliance Based (Organizations > 1000 Employees)	CYB-RM-RISKCO3	60,000	Exercise
Assess & Baseline - Risk Assessment, Non Compliance, No Security Vulnerability Assessment (Organizations <= 500 Employees)	CYB-RM-RISKNC1	30,500	Exercise
Assess & Baseline - Risk Assessment, Non Compliance, No Security Vulnerability Assessment, Tier 0	CYB-RM-RISKNC0	20,000	Exercise
Assess & Baseline - Risk Assessment, Non Compliance, No Security Vulnerability Assessment (Organizations <= 1000 Employees)	CYB-RM-RISKNC2	42,500	Exercise
Assess & Baseline - Risk Assessment, Non Compliance, No Security Vulnerability Assessment (Organizations > 1000 Employees)	CYB-RM-RISKNC3	55,000	Exercise
Assess & Baseline - Security Program Assessment Single L1 UDTSecure Impact Program Level (56 Safeguards NIST+CIS)	CYB-RM-SPA1	17,500	Exercise
Assess & Baseline - Security Program Assessment Single L1 UDTSecure Impact Program Level (56 Safeguards NIST+CIS) (Monthly Fee)	CYB-RM-SPA1-MF	1,377	Exercises / Year

Assess & Baseline - Security Program Assessment Single L2 UDTSecure Impact Program Level (130 Safeguards NIST+CIS)	CYB-RM- SPA2	27,500	Exercise
Assess & Baseline - Security Program Assessment Single L2 UDTSecure Impact Program Level (130 Safeguards NIST+CIS) (Monthly Fee)	CYB-RM- SPA2-MF	2,163	Exercises / Year
Assess & Baseline - Security Program Assessment Single L3 UDTSecure Impact Program Level (153 Safeguards NIST+CIS)	CYB-RM- SPA3	38,500	Exercise
Assess & Baseline - Security Program Assessment Single L3 UDTSecure Impact Program Level (153 Safeguards NIST+CIS) (Monthly Fee)	CYB-RM- SPA3-MF	3,029	Exercises / Year
Assess & Baseline - Semi-Annual custom email phish test creation, deployment, reporting and recommendations	CYB-RM- ATE2	15,104	Exercise
Assess & Baseline - Six (6) Awareness, Training and Education Animated Videos with 5 quizzes each, Co-Branded	CYB-RM- ATEV1	4,500	Video
Assess & Baseline - Twelve (12) Awareness, Training and Education Animated Videos with 5 quizzes each, Co-Branded	CYB-RM- ATEV2	8,100	Video
Assess & Baseline - UDT Asset ID Assessment	CYB-RM- AISAsmt	7,500	Fixed Price
Attack & Resiliency - Active Directory Comprehensive Risk, Threat and Resiliency Assessment (Monthly Fee)	CYB-AR- ADRT-MF	1,573	Exercises / Year
Attack & Resiliency - AD Security & Resilience Assessment (Express)	CYB-AR- ADSRAExp	8,000	Each
Attack & Resiliency - AD Security & Resiliency Assessment	CYB-AR- ADR	13,750	Exercise
Attack & Resiliency - AD Security & Resiliency Assessment (Monthly Fee)	CYB-AR- ADR-MF	1,082	Exercises / Year
Attack & Resiliency - Adversary Payload Resiliency	CYB-AR- APR	8,000	Each
Attack & Resiliency - Anti Virus Risk, and Resiliency Assessment (Configuration and KPI, KRI Measures)	CYB-AR- AVAP	8,000	Exercise
Attack & Resiliency - Azure Cloud Penetration Testing and Security Assessment	CYB-AR- CLDPT	19,500	Exercise
Attack & Resiliency - Compromise Assessment (Organizations <= 1000 Employees)	CYB-AR- COA2	25,000	Exercise
Attack & Resiliency - Compromise Assessment (Organizations <= 1000 Employees) (Monthly Fee)	CYB-AR- COA2-MF	1,967	Exercises / Year
Attack & Resiliency - Compromise Assessment (Organizations <= 500 Employees)	CYB-AR- COA1	15,000	Exercise
Attack & Resiliency - Compromise Assessment (Organizations <= 500 Employees) (Monthly Fee)	CYB-AR- COA1-MF	1,180	Exercises / Year
Attack & Resiliency - Compromise Assessment (Organizations > 1000 Employees)	CYB-AR- COA3	28,320	Exercise
Attack & Resiliency - Compromise Assessment (Organizations > 1000 Employees) (Monthly Fee)	CYB-AR- COA3-MF	2,360	Exercises / Year
Attack & Resiliency - Email Security Application & Resiliency Assessment (Organizations <= 1000 Employees)	CYB-AR- EMAIL2	10,000	Exercise
Attack & Resiliency - Email Security Application & Resiliency Assessment (Organizations <= 1000 Employees) (Monthly Fee)	CYB-AR- EM1-MF	787	Exercises / Year

Attack & Resiliency - Email Security Application & Resiliency Assessment (Organizations > 1000 Employees)	CYB-AR-EMAIL3	12,500	Exercise
Attack & Resiliency - Email Security Application & Resiliency Assessment (Organizations > 1000 Employees) (Monthly Fee)	CYB-AR-EM2-MF	983	Exercises / Year
Attack & Resiliency - External Network Resiliency Assessment	CYB-AR-ENRA	8,000	Each
Attack & Resiliency - External Network Vulnerability Scan (Up to 100 IPs) (Monthly Fee)	CYB-AR-EXVSB3-MF	950	Exercises / Year
Attack & Resiliency - External Network Vulnerability Scan (Up to 50 IPs) (Monthly Fee)	CYB-AR-EXVSB1-MF	633	Exercises / Year
Attack & Resiliency - External Network Vulnerability Scan (Up to 75 IPs) (Monthly Fee)	CYB-AR-EXVSB2-MF	792	Exercises / Year
Attack & Resiliency - External Network Vulnerability Scans (Up to 100 IPs)	CYB-AR-EXVSB2	3,920	Exercise
Attack & Resiliency - External Network Vulnerability Scans (Up to 200 IPs)	CYB-AR-EXVSB3	4,704	Exercise
Attack & Resiliency - External Network Vulnerability Scans (Up to 25 IPs)	CYB-AR-EXVSB1	2,352	Exercise
Attack & Resiliency - External Penetration Test (Up to 100 IPs)	CYB-AR-EXPTB2	12,500	Exercise
Attack & Resiliency - External Penetration Test (Up to 100 IPs) (Monthly Fee)	CYB-AR-EXPT2-MF	983	Exercises / Year
Attack & Resiliency - External Penetration Test (Up to 200 IPs)	CYB-AR-EXPTB3	15,000	Exercise
Attack & Resiliency - External Penetration Test (Up to 200 IPs) (Monthly Fee)	CYB-AR-EXPT3-MF	1,180	Exercises / Year
Attack & Resiliency - External Penetration Test (Up to 25 IPs) (Monthly Fee)	CYB-AR-EXPT1-MF	629	Exercises / Year
Attack & Resiliency - External Penetration Test (Up to 25)	CYB-AR-EXPTB1	8,000	Exercise
Attack & Resiliency - Firewall Configuration Review (per config)	CYB-AR-FRW	4,200	Each
Attack & Resiliency - Firewall Risk, Threat and Resiliency	CYB-AR-FSR	2,000	Device
Attack & Resiliency - IDS/IPS Risk, Threat and Resiliency	CYB-AR-IDPS	2,000	Device
Attack & Resiliency - Information Security Consultant	CYB-AR-ISC	175	Hour
Attack & Resiliency - Internal Network Vulnerability Scan (Up to 2,500 IPs) (Monthly Fee)	CYB-AR-INVSB2-MF	1,013	Exercises / Year
Attack & Resiliency - Internal Network Vulnerability Scan (Up to 5,000 IPs) (Monthly Fee)	CYB-AR-INVSB3-MF	1,599	Exercises / Year
Attack & Resiliency - Internal Network Vulnerability Scan (Up to 500 IPs) (Monthly Fee)	CYB-AR-INVSB1-MF	507	Exercises / Year
Attack & Resiliency - Internal Network Vulnerability Scans (Up to 2,500 IPs)	CYB-AR-INVSB2	7,056	Exercise
Attack & Resiliency - Internal Network Vulnerability Scans (Up to 5,000 IPs)	CYB-AR-INVSB3	9,800	Exercise
Attack & Resiliency - Internal Network Vulnerability Scans (Up to 500 IPs)	CYB-AR-INVSB1	3,920	Exercise
Attack & Resiliency - Internal Penetration Test (Up to 2,500 IPs)	CYB-AR-INPTB2	13,750	Exercise
Attack & Resiliency - Internal Penetration Test (Up to 2,500 IPs) (Monthly Fee)	CYB-AR-INPT2-MF	1,082	Exercises / Year

Attack & Resiliency - Internal Penetration Test (Up to 5,000 IPs)	CYB-AR-INPTB3	22,500	Exercise
Attack & Resiliency - Internal Penetration Test (Up to 5,000 IPs) (Monthly Fee)	CYB-AR-INPT3-MF	1,770	Exercises / Year
Attack & Resiliency - Internal Penetration Test (Up to 500 IPs)	CYB-AR-INPTB1	10,000	Exercise
Attack & Resiliency - Internal Penetration Test (Up to 500 IPs) (Monthly Fee)	CYB-AR-INPT1-MF	787	Exercises / Year
Attack & Resiliency - Microsoft 365 Security Assessment and Attack Path Analysis	CYB-AR-M365SAAP A	8,000	Each
Attack & Resiliency - Mobile Application Penetration Test (iOS & Android)	CYB-AR-MOBPT2	20,000	Exercise
Attack & Resiliency - Mobile Application Penetration Test (iOS or Android)	CYB-AR-MOBPT1	13,750	Exercise
Attack & Resiliency - Network Routers/Switches, Threat and Resiliency	CYB-AR-NRTR	2,000	Device
Attack & Resiliency - Network Security & Resiliency (10 Assets Tested) (Monthly Fee)	CYB-AR-NSR3-MF	1,731	Exercises / Year
Attack & Resiliency - Network Security & Resiliency (4 Assets Tested) (Monthly Fee)	CYB-AR-NSR1-MF	629	Exercises / Year
Attack & Resiliency - Network Security & Resiliency (6 Assets Tested) (Monthly Fee)	CYB-AR-NSR2-MF	944	Exercises / Year
Attack & Resiliency - Offensive Security Test Credits	CYB-AR-OSTC	2,200	Credit
Attack & Resiliency - OS Security & Resiliency (2 Server Assets) (Monthly Fee)	CYB-AR-OS1-MF	472	Exercises / Year
Attack & Resiliency - OS Security & Resiliency (3 Server Assets) (Monthly Fee)	CYB-AR-OS2-MF	708	Exercises / Year
Attack & Resiliency - OS Security & Resiliency (6 Server Assets) (Monthly Fee)	CYB-AR-OS3-MF	1,495	Exercises / Year
Attack & Resiliency - Virtual Private Network Threat and Resiliency Assessment	CYB-AR-VPN	2,000	Device
Attack & Resiliency - Virtualization Security & Resiliency Assessment	CYB-AR-VEEM	4,000	Device
Attack & Resiliency - Virtualization Security & Resiliency Assessment (Organizations <= 1000 Employees) (Monthly Fee)	CYB-AR-PG2-MF	472	Exercises / Year
Attack & Resiliency - Virtualization Security & Resiliency Assessment (Organizations > 1000 Employees) (Monthly Fee)	CYB-AR-PG3-MF	944	Exercises / Year
Attack & Resiliency - VoIP Risk Threat and Resiliency Assessment	CYB-AR-VOP	3,000	Device
Attack & Resiliency - Web Application Access Control Security Review	CYB-AR-WAACSR	7,000	Fixed Price
Attack & Resiliency - Web Application Access Control Security Review (Monthly Fee)	CYB-AR-WAAZ-MF	472	Exercises / Year
Attack & Resiliency - Web Application Pentest (2 Access Levels per application)	CYB-AR-WAP1	12,500	Exercise
Attack & Resiliency - Web Application Pentest (2 Access Levels) (Monthly Fee)	CYB-AR-WAP1-MF	983	Exercises / Year
Attack & Resiliency - Web Application Pentest (4 Access Levels per application)	CYB-AR-WAP2	20,000	Exercise
Attack & Resiliency - Web Application Pentest (4 Access Levels) (Monthly Fee)	CYB-AR-WAP2-MF	1,573	Exercises / Year
Attack & Resiliency - Web Application Pentest (6 Access Levels per application)	CYB-AR-WAP3	27,500	Exercise
Attack & Resiliency - Web Application Pentest (6 Access Levels) (Monthly Fee)	CYB-AR-WAP3-MF	2,163	Exercises / Year

Attack & Resiliency - Windows OS Application Server Secure Configuration	CYB-AR-WSVR	3,000	Device
Attack & Resiliency - Windows OS Database Server Secure Configuration	CYB-AR-WDBF	3,000	Device
Attack & Resiliency - Windows OS Web Server Secure Configuration	CYB-AR-WWSR	3,000	Device
Attack & Resiliency - Windows OS Workstation Secure Configuration	CYB-AR-WWST	3,000	Device
Attack & Resiliency - Wireless Access Point Risk Threat and Resiliency Assessment	CYB-AR-WAP	2,000	Device
Attack & Resiliency - Wireless Network Penetration Test	CYB-AR-WIFIPT	4,000	Exercise
Attack & Resiliency - Wireless Network Penetration Test (Monthly Fee)	CYB-AR-WIPTZ-MF	315	Exercises / Year
Cyberanalytics Platform - CyberAnalytics Platform (Organizations <= 500 Employees) (Monthly Fee)	CYB-RTD-CYBERA1-MF	833	Platform
Cyberanalytics Platform - CyberAnalytics Platform (Organizations <= 1000 Employees) (Monthly Fee)	CYB-RTD-CYBERA2-MF	1,042	Platform
Cyberanalytics Platform - CyberAnalytics Platform (Organizations > 1000 Employees) (Monthly Fee)	CYB-RTD-CYBERA3-MF	1,302	Platform
Incident Response - Incident Response as a Service including initial IR service assessment (Tier 1) (Monthly Fee)	CYB-IRR-IRT1-MF	2,950	Retainer
Incident Response - Incident Response as a Service including initial IR service assessment (Tier 2) (Monthly Fee)	CYB-IRR-IRT2-MF	3,933	Retainer
Incident Response - Incident Response as a Service including initial IR service assessment (Tier 3) (Monthly Fee)	CYB-IRR-IRT3-MF	5,664	Retainer
Incident Response - Incident Response as a Service including initial IR service assessment (Tier 4) (Monthly Fee)	CYB-IRR-IRT4-MF	10,227	Retainer
Incident Response - Incident Response on Demand. Block of 120 response hours	CYB-IRR-ODB2	34,800	Block
Incident Response - Incident Response On Demand. Block of 80 response hours	CYB-IRR-ODB1	24,000	Block
Incident Response - Incident Response Table Top Exercise (Organizations <= 1000 Employees)	CYB-IRR-TTX2	12,500	Exercise
Incident Response - Incident Response Table Top Exercise (Organizations <= 1000 Employees) (Monthly Fee)	CYB-IRR-IRTTX2-MF	983	Exercises / Year
Incident Response - Incident Response Table Top Exercise (Organizations <= 500 Employees)	CYB-IRR-TTX1	8,000	Exercise
Incident Response - Incident Response Table Top Exercise (Organizations <= 500 Employees) (Monthly Fee)	CYB-IRR-IRTTX1-MF	787	Exercises / Year
Incident Response - Incident Response Table Top Exercise (Organizations > 1000 Employees)	CYB-IRR-TTX3	16,250	Exercise
Incident Response - Incident Response Table Top Exercise (Organizations > 1000 Employees; 2 Scenarios) (Monthly Fee)	CYB-IRR-IRTTX3-MF	1,278	Exercises / Year
Incident Response - Ransomware Readiness Testing (Organizations <= 1000)	CYB-IRR-RR2	25,000	Exercise
Incident Response - Ransomware Readiness Testing (Organizations <= 1000) (Monthly Fee)	CYB-IRR-RR2-MF	1,875	Exercises / Year
Incident Response - Ransomware Readiness Testing (Organizations <= 500)	CYB-IRR-RR1	13,750	Exercise

Incident Response - Ransomware Readiness Testing (Organizations <= 500) (Monthly Fee)	CYB-IRR-RR1-MF	1,031	Exercises / Year
Incident Response - Ransomware Readiness Testing (Organizations > 1000)	CYB-IRR-RR3	41,250	Exercise
Incident Response - Ransomware Readiness Testing (Organizations > 1000) (Monthly Fee)	CYB-IRR-RR3-MF	3,094	Exercises / Year
Managed Services - Assessments and Audits (Monthly Fee)	CYB-MS-AA-MF	275	Hour
Managed Services - Compliance Based Risk Assessment Services (Monthly Fee)	CYB-MS-CBRA-MF	275	Hour
Managed Services - Red and Blue Team Testing (Monthly Fee)	CYB-MS-RBTT-MF	275	Hour
Managed Services - Risk Assessment Services (Monthly Fee)	CYB-MS-RAS-MF	275	Hour
Managed Services - Technical Evaluations (Monthly Fee)	CYB-MS-TE-MF	275	Hour
Professional Services - Assessments and Audits	CYB-PS-AA	275	Hour
Professional Services - Awareness and Training Program Evaluation	CYB-PS-ATPE	275	Hour
Professional Services - Compliance Based Risk Assessment Services	CYB-PS-CBRA	275	Hour
Professional Services - Cybersecurity Program Assessment (0-500 Employees)	CYB-PS-CPA-1	24,750	Exercise
Professional Services - Engineer	CYB-PS-E	205	Hour
Professional Services - Lead Engineer	CYB-PS-LE	275	Hour
Professional Services - Red and Blue Team Testing	CYB-PS-RBTT	275	Hour
Professional Services - Risk Assessment Services	CYB-PS-RAS	275	Hour
Professional Services - Senior Engineer	CYB-PS-SE	245	Hour
Professional Services - Technical Evaluations	CYB-PS-TE	275	Hour
Project Management - Principal Project Manager	CYB-PM-PPM	240	Hour
Project Management - Program Manager	CYB-PM-PGM	270	Hour
Software License - KnowBe4 Licensing	CYB-SWLS-KNOW	37	Each
Lifecycle Management - End User Devices			
IC Asset Disposition - Data Destruction & Disposal	IC-AD-DDD	12	Device
IC Asset Management - Asset Tag Report	IC-ATMS-ATR	5	Each
IC Asset Tag - Asset Tag Template Creation & Verification	IC-AT-TC	65	Fixed Price
IC Asset Tag - Customer Provided Asset Tag Application	IC-AT-CP	2	Asset Tag
IC Asset Tag - UDT Provided Asset Tag Production & Application	IC-AT-UP	3	Asset Tag
IC Config Svc - Deploy Services	IC-CFG-DepoS	13	Each
IC Config Svc - Deploy Services - Student Devices	IC-CFG-Deploy-SD	13	Each
IC Config Svc - Deploy Services – Teacher Devices	IC-CFG-Deploy-TD	62	Each
IC Imaging - Advanced Access Point Imaging & Configuration	IC-IMG-AP-ADV	67	Device
IC Imaging - Advanced Server Imaging & Configuration	IC-IMG-SRV-ADV	208	Device

IC Imaging - Advanced Switch Configuration	IC-IMG-SW-ADV	325	Device
IC Imaging - Basic Access Point Imaging & Configuration	IC-IMG-AP-BAS	17	Device
IC Imaging - Basic Configuration of Devices or Windows BIOS Updates Only	IC-IMG-EP-CFG	7	Device
IC Imaging - Basic Image Production Build	IC-IMG-PB-BAS	325	Fixed Price
IC Imaging - Basic Server Imaging & Configuration	IC-IMG-SRV-BAS	125	Device
IC Imaging - Basic Switch Configuration	IC-IMG-SW-BAS	200	Device
IC Imaging - Intermediate Image Production Build	IC-IMG-PB-INT	492	Fixed Price
IC Imaging - Standard Imaging of Windows based Client Device	IC-IMG-EP-STD	15	Device
IC Imaging - Workflow Event	IC-IMG-WE	155	Event
IC Installation - Onsite Technician L1	IC-INST-OTL1	60	Hour
IC Installation - San Gabriel Lifecycle Management Services	IC-INST-SGLMS	39,373	Fixed Price
IC Installation - Technical Services Engineer	IC-INST-ENG	208	Hour
IC Installation - Tier 1 On-site Installation of End User Devices	IC-INST-T1	37	Device
IC Installation - Tier 2 On-site Installation of End User Devices	IC-INST-T2	53	Device
IC Installation - Tier 3 On-site Installation of End User Devices	IC-INST-T3	70	Device
IC Laser Etching - Custom Laser Etching - Unique Verbiage per Unit	IC-ETCH-CUST	7	Device
IC Laser Etching - Laser Etching Template Creation & Verification	IC-ETCH-TC	132	Fixed Price
IC Laser Etching - Standard Laser Etching - Repeatable Logo/Verbiage	IC-ETCH-STD	5	Device
IC Laser Etching - UV Printing of Laptops/Tablets/Other End Points with Custom Information	IC-ETCH-UVCustom	13	Each
IC Laser Etching - UV Printing of Laptops/Tablets/Other End Points with Repeatable Information	IC-ETCH-UVRepeat	10	Each
IC Laser Etching - UV Printing Onboarding	IC-ETCH-UVOnbg	143	Fixed Price
IC Onboarding - Tier One (1)	IC-ONBG-T1	9,969	Fixed Price
IC Onboarding - Tier Three (3)	IC-ONBG-T3-Onbg	24,615	Fixed Price
IC Onboarding - Tier Two (2)	IC-ONBG-T2-Onbg	17,885	Fixed Price
IC Onboarding - Workflow Event	IC-ONBG-WE	24,615	Program
IC Shipping - Zone 1 Shipping - Per Unit	IC-SHIP-Z1	3	Device
IC Shipping - Zone 2 Shipping - Per Unit	IC-SHIP-Z2	7	Device
IC Shipping - Zone 3 Shipping - Per Unit	IC-SHIP-Z3	10	Device
IC Shipping - Zone 4 Shipping - Custom: Needs Additional Consultation	IC-SHIP-Z4	-	Device/ICB
IC Software License - Workflow Events - Platform (Monthly Fee)	IC-SWLS-WEP-MF	6,596	Program
IC Travel - Travel Expenses, at cost	IC-TRV-TE	-	Trip
IC Workflow Event - Accessory Request	IC-WE-AccReq	10	Event

IC Workflow Event - Tier One (1) Program and Platform MRR (Monthly Fee)	IC-WE-T1-PPM-MF	5,968	Month
IC Workflow Event - Tier Three (3) Program and Platform MRR (Monthly Fee)	IC-WE-T3-PPM-MF	29,698	Month
IC Workflow Event - Tier Two (2) Program and Platform MRR (Monthly Fee)	IC-WE-T2-PPM-MF	15,871	Month
Repair Installation - Benold Lifecycle Management Services	Repair-INST-BLMS	31,681	Fixed Price
Repair Installation - Benold Old Equipment Lifecycle Management Services	Repair-INST-BOELMS	4,643	Fixed Price
Repair Installation - FRC Lifecycle Management Services	Repair-INST-FRCLMS	29,584	Fixed Price
Repair Installation - PowerGistics Carts	Repair-INST-PGC	7,583	Fixed Price
Repair Warranty - Managed Technical Services Level 1	Repair-WTY-MTS-L1	42	Hour
Repair Warranty - Managed Technical Services Level 2	Repair-WTY-MTS-L2	67	Hour
Repair Warranty - Managed Technical Services Level 3	Repair-WTY-MTS-L3	92	Hour
Repair Warranty - OneStep Repair Services	Repair-WTY-OneStep	28	Each
Repair Warranty - OneStep Repair Services 3140 Model	Repair-WTY-OneSte3140	28	Each
Repair Warranty - OneStep Repair Services 3340 Model	Repair-WTY-OneSte3340	102	Each
Repair Warranty - Recertification of Devices	Repair-WTY-ReCertD	-	Each
Patch Management			
Client Device - Apple Mac/Mac Book (Monthly Fee)	NOC-PMAAS-WSLT-A-MF	12	Device
Client Device - Workstation/Laptop (Monthly Fee)	NOC-PMAAS-WSLT-MF	12	Device
Patch Management as a Service (Monthly Fee)	NOC-PMAAS-PMaaS-MF	1	Incident
Server - Hosts-Hypervisors (Monthly Fee)	NOC-PMAAS-PSRV-HPV-MF	17	Device
Server - Physical w/Local Storage (Windows or Linux) (Monthly Fee)	NOC-PMAAS-PSRV-MF	17	Device
Server - Virtual (Windows or Linux) (Monthly Fee)	NOC-PMAAS-VSRV-MF	17	Device

SEC SCYOPS			
Advanced Build (Monthly Fee) (Monthly Fee)	SEC-SO-SS-ADB-MF	66,750	Customer
Comply - Advanced Support (Monthly Fee) (Monthly Fee)	SEC-SO-IN-ADSU-MF	4,000	Customer
Comply - Base (Monthly Fee) (Monthly Fee)	SEC-SO-IN-BASE-MF	2,000	Customer
Comply - Client Enablement (Monthly Fee) (Monthly Fee)	SEC-SO-IN-CLEN-MF	1,000	Customer
Defend - Advanced Support (Monthly Fee) (Monthly Fee)	SEC-SO-DEF-ADV-MF	4,000	Customer
Defend - Base (Monthly Fee) (Monthly Fee)	SEC-SO-DEF-BASE-MF	1,000	Customer
Discovery & Assessment (Monthly Fee) (Monthly Fee)	SEC-SO-SS-DA-MF	6,250	Customer
Gap Analysis (Monthly Fee) (Monthly Fee)	SEC-SO-SS-GA-MF	10,000	Customer
Overwatch - Advanced Support (Monthly Fee) (Monthly Fee)	SEC-SO-OV-ADSU-MF	4,000	Customer
Overwatch - Base (Monthly Fee) (Monthly Fee)	SEC-SO-OV-BASE-MF	3,000	Customer
Overwatch - Client Enablement (Monthly Fee) (Monthly Fee)	SEC-SO-OV-CLEN-MF	1,000	Customer
Overwatch - Third-party added (Monthly Fee) (Monthly Fee)	SEC-SO-OV-TPR-MF	500	Customer
Risk - Advanced Support (Monthly Fee) (Monthly Fee)	SEC-SO-EV-ADSU-MF	4,000	Customer
Risk - Base (Monthly Fee) (Monthly Fee)	SEC-SO-EV-BASE-MF	3,000	Customer
Risk - Client Enablement (Monthly Fee) (Monthly Fee)	SEC-SO-EV-CLEN-MF	1,000	Customer
Risk - Framing (Monthly Fee) (Monthly Fee)	SEC-SO-EV-RF-MF	ICB	Customer
Risk - Table Top Exercises (Monthly Fee) (Monthly Fee)	SEC-SO-EV-TTX-MF	313	Customer
Risk - Vulnerability Assessment (Monthly Fee) (Monthly Fee)	SEC-SO-EV-VA-MF	ICB	Customer
Shield - >10000 end points (Monthly Fee) (Monthly Fee)	SEC-SO-SH-CUST-MF	ICB	Customer
Shield - 101-500 end points (Monthly Fee) (Monthly Fee)	SEC-SO-SH-BASE-M-MF	3,000	Customer
Shield - 1-100 end points (Monthly Fee) (Monthly Fee)	SEC-SO-SH-BASE-S-MF	1,000	Customer
Shield - 2001 - 10000 end points (Monthly Fee) (Monthly Fee)	SEC-SO-SH-BASE-XL-MF	10,000	Customer

Shield - 501 - 2000 end points (Monthly Fee) (Monthly Fee)	SEC-SO-SH-BASE-L-MF	6,000	Customer
SOC - >10000 endpoints (Monthly Fee) (Monthly Fee)	SEC-SO-SOC-CUST-MF	ICB	Customer
SOC - 1001-2000 end points (Monthly Fee) (Monthly Fee)	SEC-SO-SOC-LX-MF	40,000	Customer
SOC - 101-150 end points (Monthly Fee) (Monthly Fee)	SEC-SO-SOC-M-MF	4,000	Customer
SOC - 1-10 end points (Monthly Fee) (Monthly Fee)	SEC-SO-SOC-MICRO-MF	1,000	Customer
SOC - 11-25 end points (Monthly Fee) (Monthly Fee)	SEC-SO-SOC-SMALL-MF	1,200	Customer
SOC - 151-250 end points (Monthly Fee) (Monthly Fee)	SEC-SO-SOC-ML-MF	5,000	Customer
SOC - 2001-5000 end points (Monthly Fee) (Monthly Fee)	SEC-SO-SOC-X-MF	60,000	Customer
SOC - 251-500 end points (Monthly Fee) (Monthly Fee)	SEC-SO-SOC-LM-MF	10,000	Customer
SOC - 25-50 end points (Monthly Fee) (Monthly Fee)	SEC-SO-SOC-SM-MF	1,500	Customer
SOC - 5001 - 10000 end points (Monthly Fee) (Monthly Fee)	SEC-SO-SOC-XL-MF	100,000	Customer
SOC - 50-100 end points (Monthly Fee) (Monthly Fee)	SEC-SO-SOC-MS-MF	3,000	Customer
SOC - 501-1000 end points (Monthly Fee) (Monthly Fee)	SEC-SO-SOC-L-MF	20,000	Customer
SOC - Managed SIEM (Monthly Fee) (Monthly Fee)	SEC-SO-SOC-ADSU-MF	4,000	Customer
Standard Build (Monthly Fee) (Monthly Fee)	SEC-SO-SS-STB-MF	44,900	Customer
Training (Monthly Fee) (Monthly Fee)	SEC-SO-SS-TRAIN-MF	36,000	Customer
SOC			
Assess & Baseline - CISO as a Service (Organizations <= 500 Employees) (Monthly Fee)	SOC-RM-CISO1-MF	11,800	Retainer
Assess & Baseline - CISO as a Service (Organizations <= 1000 Employees) (Monthly Fee)	SOC-RM-CISO2-MF	14,160	Retainer
Assess & Baseline - CISO as a Service (Organizations > 1000 Employees) (Monthly Fee)	SOC-RM-CISO3-MF	18,880	Retainer
Managed Services - Category A ingest (Monthly Fee)	SOC-MS-SOCA-MF	25	Device
Managed Services - Category B ingest (Monthly Fee)	SOC-MS-SOCB-MF	47	Device
Managed Services - Category C ingest (Monthly Fee)	SOC-MS-SOCC-MF	112	Device
Managed Services - Category D ingest (Monthly Fee)	SOC-MS-SOCD-MF	423	Device
Managed Services - Category E ingest (Monthly Fee)	SOC-MS-SOCE-MF	833	Device

Managed Services - Category EDR ingest (Monthly Fee)	SOC-MS-SOCEDR-MF	11	Device
Managed Services - Category EMAIL ingest (Monthly Fee)	SOC-MS-SOCEM-MF	7	Device
Managed Services - Category Qflow ingest (Monthly Fee)	SOC-MS-SOCQFLO-MF	333	Device
Managed Services - Client Device - Apple Mac/Mac Book (Monthly Fee)	SOC-MS-CDA-MF	1	Device
Managed Services - Client Device - Mobile Device (Apple/Google) (Monthly Fee)	SOC-MS-CDMD-MF	1	Device
Managed Services - Client Device - Workstation/Laptop (Monthly Fee)	SOC-MS-CDWL-MF	1	Device
Managed Services - Endpoint AV/EDR (Monthly Fee)	SOC-MS-EAVEDR-MF	70	Device
Managed Services - Network Device - Firewall (Internal) (Monthly Fee)	SOC-MS-NDFINT-MF	1,077	Device
Managed Services - Network Device - Firewall (Layer 7 - DMZ) (Monthly Fee)	SOC-MS-NDFL7DMZ-MF	895	Device
Managed Services - Network Device - Firewall (Layer 7 - Internal) (Monthly Fee)	SOC-MS-NDFL7INT-MF	2,152	Device
Managed Services - Network Device - Firewall (Monthly Fee)	SOC-MS-NDF-MF	231	Device
Managed Services - Network Device - Router (Monthly Fee)	SOC-MS-NDR-MF	6	Device
Managed Services - Network Device - Switch (Monthly Fee)	SOC-MS-NDS-MF	5	Device
Managed Services - Network Device - VPN/SSL VPN (Monthly Fee)	SOC-MS-NDVPN-MF	13	Device
Managed Services - Network Device - Web Content Filtering (Monthly Fee)	SOC-MS-NDWCF-MF	479	Device
Managed Services - Network Device - Wireless LAN (Controller) (Monthly Fee)	SOC-MS-NDWLAN-MF	15	Device
Managed Services - Server - Hosts-Hypervisors (Monthly Fee)	SOC-MS-SHH-MF	277	Device
Managed Services - Server - Windows - HIGH EPS (Event Log) (Monthly Fee)	SOC-MS-SWHE-MF	92	Device
Managed Services - Server - Windows - LOW EPS (Event Log) (Monthly Fee)	SOC-MS-SWLE-MF	14	Device
Managed Services - Server - Windows - MEDIUM EPS (Event Log) (Monthly Fee)	SOC-MS-SWME-MF	40	Device
Onboarding - Onboarding	SOC-OB-SOCOB	-	ICB
Project Management - Project Manager	SOC-PM-PM	240	Hour

Service Notes

- All services subject to availability.
- Additional feature/services prices subject to change - may increase up to 10% per year as needed due to market and /or economic conditions
- Travel and related expense charges are in addition to above costs, if applicable, and will be charged at cost.
- UDT will work with Customers to fully quote all services prior to beginning work to minimize any unexpected charges/billing.

- For Professional Services, prepaid blocks of hours and project-based pricing at discounted rates may be available.

Central Technologies, Inc

Professional Services	One-Time Fee	Hourly Rate
Network Planning and Consulting Engineer		\$300
Advanced Network and Security Engineer		\$150
Cabling – Cat 6 Drop	\$300	
Cabling – Cat 6 Drop – outdoor	\$495	

On-Premises Content Filtering	Users	Per Student Per Year	Product Number
Linewize School Manager Tier 1	1 – 1,000	\$5.50	LW-T1-SMGR-1Y
Linewize School Manager Tier 2	1,001 – 5,000	\$4.40	LW-T2-SMGR-1Y
Linewize School Manager Tier 3	5,001 – 10,000	\$3.85	LW-T3-SMGR-1Y
Linewize School Manager Tier 4	10,001 – 25,000	\$3.30	LW-T4-SMGR-1Y
Linewize School Manager Tier 5	25,001 +	\$3.03	LW-T5-SMGR-1Y
Securly Filter Core 1 Yr	1-499	\$6.50	FLTRCORE-1-499-U
Securly Filter Core 1 Yr	500-999	\$5.85	FLTRCORE-500-999-U
Securly Filter Core 1 Yr	1,000-2,499	\$5.33	FLTRCORE-1K-2499-U
Securly Filter Core 1 Yr	2,500-4,999	\$4.42	FLTRCORE-2.5K-4999-U
Securly Filter Core 1 Yr	5,000-9,999	\$3.77	FLTRCORE-5K-9999-U
Securly Filter Core 1 Yr	10,000-19,999	\$3.25	FLTRCORE-10K-19999-U
Securly Filter Core 1 Yr	20,000-39,999	\$2.93	FLTRCORE-20K-39999-U
Securly Filter Core 1 Yr	40,000+	\$2.60	FLTRCORE-40000-U
Securly Filter Premium 1 Yr	1-499	\$9.90	FLTRPREM-1-499-U
Securly Filter Premium 1 Yr	500-999	\$8.91	FLTRPREM-500-999-U
Securly Filter Premium 1 Yr	1,000-2,499	\$8.12	FLTRPREM-1K-2499-U
Securly Filter Premium 1 Yr	2,500-4,999	\$6.73	FLTRPREM-2.5K-4999-U
Securly Filter Premium 1 Yr	5,000-9,999	\$5.74	FLTRPREM-5K-9999-U
Securly Filter Premium 1 Yr	10,000-19,999	\$4.95	FLTRPREM-10K-19999-U
Securly Filter Premium 1 Yr	20,000-39,999	\$4.46	FLTRPREM-20K-39999-U
Securly Filter Premium 1 Yr	40,000+	\$3.96	FLTRPREM-40000-U

Service Notes

- All services subject to availability.
- Additional feature/services prices subject to change - may increase up to 10% per year as needed due to market and /or economic conditions
- Travel and related expense charges are in addition to above costs, if applicable, and will be charged at cost.
- UDT will work with Customers to fully quote all services prior to beginning work to minimize any unexpected charges/billing.

- For Professional Services, prepaid blocks of hours and project-based pricing at discounted rates may be available.
- UDT will add a 2% processing and contract administration fee for services provided by Central Technologies.
 - These fees may be adjusted based on volume purchased as well as any changes in product mix.
- Linewize – School Manager notes
 - Cloud- Managed Filter and Reporter with built in Cyber-Safety controls.
 - One year subscription
 - Subscriptions based on users (FTE).
 - Unlimited devices.
- Securly notes
 - One year subscription
- Equivalent services or providers may be added/substituted based on changes to availability and service options.
- UDT/Central will confirm specific vendor/service with CM prior to installation of service.
- Pricing may be discounted or otherwise reduced based on term commitment or specific purchase.

District B-Rate Spreadsheet 2026/2026

United Data Technologies, Inc.



District Name	Elizabethton
Contact Name(s)	Jason Lancaster
B-Rate Consultant	
B-Rate Discount Rate	80%
Order Date	
B-Rate Piling with UDT (1 mo / 12 mo)	11 mo current provider/ 1 mo UDT

1 Music Cir S, Suite 200
Nashville, TN 37203
United Data Technologies, Inc. SPIN: 143054389

BEN	District Info			2024-2026 B-Rate Data					2025-2026 Service Details													
	District	Site	Address	City	State	Zip	BW 1	BW 2	Amount	Site Type	Est. B-Rate	BW 1 (Gbps)	BW 2 (Gbps)	Total BW (Gbps)	Est Site BW (T/W)	Hosted BWF (T/W)	Total B-Rate Service	Local Portion	Base Filtering (Mo)	UTM/DDOS (Mo B-Rate)	Total Service Cost	Service Description
41578	Elizabethton City School Dist	East Side Elementary School	800 Siam RD	Elizabethton	TN	37643	10	Gbps	\$1,900.00	End Site	80%	10	-	10	Yes	-	\$850	\$170	\$3	\$-	\$173	WAN 10 Gbps
16029136	Elizabethton City School Dist	Elizabethton City School Dist Building	804 South Watanga Avenue	Elizabethton	TN	37643	10	Gbps	\$1,900.00	End Site	80%	10	-	10	Yes	-	\$850	\$170	\$3	\$-	\$173	WAN 10 Gbps
41577	Elizabethton City School Dist	Elizabethton High School	907 Jason Flinn Way	Elizabethton	TN	37643	8	Gbps	\$13,500.00	Age Expires	80%	10	10	20	Yes	Yes	\$13,650	\$2,730	\$6	\$2,000	\$4,736	Internet Access with Basic Firewall 20 Gbps
41579	Elizabethton City School Dist	Harold McCormick School	226 Cedar AVE	Elizabethton	TN	37643	10	Gbps	\$1,900.00	End Site	80%	10	-	10	Yes	-	\$850	\$170	\$3	\$-	\$173	WAN 10 Gbps
41575	Elizabethton City School Dist	T. A. Dugger Junior High School	305 West E ST	Elizabethton	TN	37643	10	Gbps	\$1,900.00	End Site	80%	10	-	10	Yes	-	\$850	\$170	\$3	\$-	\$173	WAN 10 Gbps
41576	Elizabethton City School Dist	West Side Elementary School	1310 Burgie ST	Elizabethton	TN	37643	10	Gbps	\$1,900.00	End Site	80%	10	-	10	Yes	-	\$850	\$170	\$3	\$-	\$173	WAN 10 Gbps
									\$23,000													
										\$17,900	\$3,680	\$21	\$2,000	\$6,601								

2024 Dec Invoice Amount	\$36,500
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Network Design	Dual IA, single WAN
Basic Hosted FW (Y/N)	Y
Basic End Site FW (Y/N)	Y
UTM/DDOS (Y/N)	Y
Content Filtering (Y/N)	Y
Voice (Hosted/SIP)	Sip Trunking Using two PRI circuits

Notes, site changes, timing	Confirm sites and addresses. Any new sites for the 25-26 school year.
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United Data Technologies, Inc.

1 Music Cir S. Suite 200
Nashville, TN 37203

QUOTE	
Date	3/14/2025
Valid	90 days
Description	UDT SIP Trunking

District name: Elizabethton City School District

Site Name:

Site Address:

Contact: Joey Trent

Product Description	Quantity	NRC	MRC	NRC total	Monthly total
UDT Trunking (PRI) 23 channels	2	-	\$200.00	-	\$400.00
Total Non Recurring Cost				\$0.00	
Total Monthly Recurring Cost					\$400.00

Notes

This is a budgetary quote.

Quote does not include USF, taxes and applicable 911 fees which will be added to the actual bill.

Quote does not include shipping charges.

Off-net minutes are billed in arrears. Customer is only billed for actual minutes used

Off-net minutes are billed at \$.003/minute



John Wright, Ed.S.
Principal

West Side Elementary

1310 Burgie Street
Elizabethton, Tennessee 37643
Ph: 423-547-8030 Fax: 423-547-8031
Willing – Striving - Excelling

Dr. Tammy Markland
Assistant to the Principal

Sara Yeager
Bookkeeper

Katie Boles
Secretary

Laura Reasor
Counselor

February 4, 2025

Mr. VanHuss,

I am requesting approval to use approximately \$20,000 (20%) of the General Fund Balance to improve the playground at West Side. The purchase will be made from funds accumulated through the years from unused fundraiser proceeds and picture commissions. These funds will be used to supplement expenditures made by the Board of Education for the PE classes at the school.

I appreciate your consideration of this request.

Sincerely,

John Wright

Approved
Paul Vatt
2/5/25