

ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION

REGULAR SCHEDULED MEETING

Thursday, April 17, 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, April 17, 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. **RECOGNITION**
 - A. SkillsUSA students from TA Dugger
 - B. EHS All-State band members
 - C. EHS All-State Choir
 - D. EHS- Winter Guard
 - E. EHS- Students who attended the SCOPE Conference.
7. **CONSENT AGENDA**
 - A. Minutes of Regular Meeting: March 20, 2025
 - B. Approve General Purpose Fund Financial Statement, March 2025
 - C. Approve Federal Projects Fund Financial Statement, March 2025
 - D. Approve School Nutrition Fund Financial Statement, March 2025
 - E. Approve second reading of the following Board Policies:
 - 1.400 School Board Meetings
 - F. Approve request for Property/Equipment -Sale/Disposal.
 - G. Approve Yearly Service Agreement between Trane and Elizabethton City Schools.
 - H. Approve Dual Enrollment Agreement between Tennessee College of Applied Technology-Elizabethton and Elizabethton City Schools.
 - I. Approve the 2025-2026 Science textbooks adoption from McGraw-Hill for grades K-5 and 9-12 and from SAVVAS for grades 6-8.
8. **REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS**
 - A. Personnel Report

NEW HIRES:

Megan Biller-Educational Assistant @ HME, eff. 4/8/25
Ryan Biller- Educational Assistant @ TAD, eff. 4/8/25
Nicole Birchfield-Substitute Cook, eff. 3/21/25
Hayden Culbert-Substitute Teacher, eff. 3/24/25
Callee Phillips- Educational Assistant @ TAD, eff. 3/31/25
John Kinnison-Substitute Teacher & Bus Driver, eff. 3/19/25
Elitha Macomb-Substitute Cook, eff. 3/27/25
Katrina Spencer-Substitute Teacher, eff. 4/2/25

ADDITIONAL POSITION:

TRANSFERS:

RESIGNATIONS:

TERMINATIONS:

LEAVE OF ABSENCE:

Jacob Davis- 4/25/25-5/9/25

- B. Director's Update
 - C. Board Member Reports
 - D. City Council Liaison's Report
 - E. Student Liaison's Report
9. **REGULAR AGENDA**
- A. Approve first reading of Board policy 5.302- Sick Leave
 - B. Approve first reading of Board Policy 5.303- Personal and Professional Leave
 - C. Approve Elizabethton City Schools' tuition rates for the 2025-2026 school year.
 - D. Approve the purchase of the Probada Software License and start-up cost through January 2026 from StartSOLE for Elizabethton High School for 27,300.00, using XQ grant funds.
10. **FOR YOUR INFORMATION**
11. **NEXT REGULARLY SCHEDULED BOARD MEETING**
- The next regularly scheduled Board Meeting will be held on Thursday, May 15, 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, March 20, 2025 5:30 PM
Mack Pierce Board Room

The Elizabethton Board of Education met in a regular meeting on Thursday, March 20, 2025, at 5:30 PM, at Mack Pierce Board Room.

Attendance Taken at 5:23 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

Mr. VanHuss requested that Regular Agenda Items F and G be pulled from the Regular Agenda for additional amendments.

5. TIME FOR CITIZENS TO SPEAK

No citizens ask to appear before the Board.

6. SPECIAL RECOGNITION

A. Recognition of the ECS SRO's in honor of School Resource Officer Appreciation Day.

February 15th was National SRO Appreciation Day. We did have trouble with the weather last month and did not have our February meeting. I would like to say from a school system standpoint, how blessed we are to have these officers stationed throughout our schools. They have become part of the school family. They are extremely professional and have added to the safety and the entire school atmosphere. I would like to recognize them and the school they are at: Harold McCormick-Doug Combs, Elizabethton High School- Jordan Baker, Eastside- Aaron Franklin, TA Dugger- Bryan Smithpeters, West Side -Samual Woodby. The commitment these officers have is not only to the safety but also the care they show our children. Our principals could talk for days and days about them. We appreciate them so much for what they do. Please give them a round of applause.

B. EHS Battle of the Build Team

Mr. Lee Cole and his students won 1st place in the "Battle of The Builds." Student -Anna Blackwell came up with the idea and Mr. Lee helped them with the planning and building of the project. The students built a standing wooden shelf that converts to a table and 2 wooden folding chairs that can be used with the table. Mr. Cole expressed how proud and thankful he was of his students and the work they did on this project. He is grateful for the opportunity to work with these students.

C. EHS Robot Drone League Team

The Robot Drone League Team was unable to attend.

D. EHS Culinary Arts Students

The Culinary Arts team consisted of 6 members. This is the 3rd year they have placed in the top 3. They were 6 tenths of a point away from 1st place. The students explained that they had 6 items that had to be

incorporated into the menu and how they were used. They had a small glitch, but they were able to compensate for it and the meal was made just as planned. Mr. Shurtz is the instructor for the Culinary Arts class, and he is very proud of his students and their culinary arts skills.

E. EHS Career Quest- Lorelei Townsend

Lorelei Townsend competed in the Lottie Ryans Business challenge at Northeast State University. Each student had to present the business they had started. Her business is called Lucky Duck. All of her items are ducks and duck-related merchandise. She was able to explain her business and also receive feedback from professional business owners. They did mock interviews with the participants as if they were trying to present and receive funding for their business. They also received constructive feedback from the business owners so they would have some direction to improve their work. Lorelei placed 3rd in the event and looks forward to using the feedback to improve and grow her business and compete again next year.

F. TAD Leads Group Bahamas trip.

Mr. Travis Smithdeal, who teaches the Lead Class at TA Dugger Junior High School, spoke on the trip his class took to the Island of Eleuthera in the Bahamas. Mr. Berry worked at Camp Bahama while in college and had a connection with the organization. This is the 3rd year that the Lead Class has been given the opportunity to take one of these trips. This wasn't just a vacation trip. The students worked and helped the community and the students. These trips began as a way for our students to have different experiences with other cultures and lifestyles. Our students did a lot of work and cleaning up. There was a lot of tall grass and overgrowth that they were able to clear out to give them a place to run and play games outside. Each student had the opportunity to speak briefly about their trip. The common thread was that they all were very appreciative for being given the opportunity to participate and what a blessing they received and the impact it made on their lives.

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

Mr. VanHuss updated us on all the incredible things currently going on within our school system. He thanked the Board for all their support during our renovations.

Things are moving along at the Dave Rider facility. The concrete is completed, and construction should start soon. They are still on track to be finished by the start of school in August.

The Tour of Schools will be on Friday, August 4th. We will meet at the High School at 8:00 and begin with a ribbon cutting at the CDEC building. This will be a good time for the City Council to see what their contributions have been used for.

As most of you know by now, there was a bus accident on Monday, March 17th. We are so blessed to have so many caring people in our school system. Several employees were at the accident site within minutes of finding out to be available for whatever was needed. Tim Dyer, who was driving the bus, did a fantastic job. There weren't any injuries, thankfully. We should all have a real appreciation for the construction of our buses.

Next week is Spring Break and then we will hit the ground running with testing and the end of school.

Mrs. Schaff and I were able to attend the TSBA Summer Law Institute. I appreciate the opportunity to attend. The staff did great at presenting the information.

C. Board Member Reports

Mrs. Schaff attended the TSBA Summer Law Institute and commented on the information presented regarding the SROs at the schools. There is so much they have to do daily that we don't realize. AI was also discussed. It is scary and exciting at the same time. What AI can do is so dangerous. They can get your voice and cause problems for anyone. They discussed social media and what can and cannot be said or done.

Mr. Pless mentioned that the Summer Law Institute will be coming up in July for any Board member interested in attending.

Camp TSBA is also available. They offer 6-1 hour sessions that they encourage board members to participate in. The link is available on the TSBA website.

I want to thank Mr. Culbert for his reports on what the CTE program was

doing last month. It was enlightening, and I enjoyed hearing about the students' work.

D. City Council Liaison's Report

Mr. Simerly commented on how talented our students are and the opportunities that they have. More importantly, the instruction that they are getting and the impact they are having on other young people like the students in the Bahamas. We are enabling our students and helping them to become the best adults that they can be. It makes us proud to be a part of this system and so proud of the students

He is excited about the Tour of Schools and to see the improvements that have taken place. it will be a real treat.

The City Council is planning its budget. It is going to be a difficult year with many expenditures. Our funding is usually set, but it seems like every year, there is more upkeep on everything and more projects that we have to work on. We hope to be able to help the school system as best we can. Our Nashville workshop was also about Artificial intelligence. It is amazing what these programs can do.

Thank you for your time and all that you all do.

E. Student Liaison's Report

Hudson began by bragging on the high school music department. The ensembles, choir groups and the concert Symphonic band traveled to JB Lyle for competition, where they received Superior Ratings.

The Winter Guard competed in the National Competition in Atlanta where they placed 3rd in the nation. We have a lot of pride in our school.

The SGA is also sponsoring a March Madness Basketball Tournament.

They play during 4th period and everyone is enjoying watching.

I also would like to say that I personally know Helen Hackett, who will be the new student liaison. She is a great friend and will be perfect for this job.

a. Student Liaison presentation

Hudson Smith is doing a community service project called "Carl's Pantry." Carl Clark, who, as a young child, struggled with poverty and food insecurity. He knew from a young age that he had to work hard in order to provide for himself and his future family. After years of hard work, he and his wife were able to provide for their children. Carl was diagnosed with COPD and emphysema. After a long battle with the disease, he passed away on May 4, 2024. The food pantry is in memory of Carl and his hard work and dedication to providing food for his family and the children of Elizabethton.

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.

Dr Minton discussed the Cyclone You that they have available at the high school for students and parents. As we offer more opportunities, it is a challenge to keep up and explain to a student and/or parents what we have to offer. We have been looking for a centralized location for all the information that we can share with students and parents. For the size of our school, we offer more than any other schools in the area.

There is also a copy of the dual enrollment that we partner with Northeast State. The program has a good success rate with juniors who can graduate from high school, receive their diploma, and receive an Associate's degree from Northeast State. This will allow them to continue after high school and achieve a Bachelor's degree in a shorter length of time. Students can do online classes or in person at Northeast. There are some colleges that this will not be suitable for depending on the college and career path that the student chooses. We have wanted to do this for some time, but it has been difficult to get everything lined up to coincide with all of the things the student needs. This is another pathway for those who want to work hard and get done faster. It will roughly cost the student \$2500.00 out of pocket expense.

- 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.

Motion was made by Jamie Schaff, second by Danny O'Quinn To 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 for the 2025-2026 school year. Motion carried.

Phil Isaacs: aye

Bob Lewis: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

aye: 5, nay: 0

Mr. VanHuss stated that she was elected by her peers as the new student Liaison for the 2025-2026 school year and we felt it appropriate that we nominate her for this position with the State Board of Education.

- C. Approve Contract between Elizabethton City Schools and Hapara for the 2025-2026 school year.

Motion was made by Danny O'Quinn, second by Phil Isaacs To approve Contract between Elizabethton City Schools and Hapara for the 2025-2026 school year. Motion carried.

Phil Isaacs: aye

Bob Lewis: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

aye: 5, nay: 0

We currently use this software program on all the district devices. It has several purposes and can detect inappropriate sites. Teachers can log in,

and see what students are working on. It is monitored and the teachers can see what their students are doing at any given time. The one-year quote to continue using the program will be very helpful. We would appreciate your consideration of this program.

- D. Approve the suspension of Board Policy 1.400 School Board Meetings for the month of February 2025.

Motion was made by Danny O'Quinn, second by Bob Lewis To approve the suspension of Board Policy 1.400 School Board Meetings for the month of February 2025. Motion carried.

Phil Isaacs: aye

Bob Lewis: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

aye: 5, nay: 0

Mr. Vanhuss commented that after speaking with Mrs. Owen, our school attorney, the way it is written now does not allow us to cancel a board meeting. However, board policy 1.600 does allow us to suspend a meeting. That is what we are asking for in this particular situation. I would appreciate your consideration in allowing us to suspend our February Board meeting.

- E. Approve first reading of Board Policy 1.400 School Board Meetings

Motion was made by Danny O'Quinn, second by Phil Isaacs To approve first reading of Board Policy 1.400 School Board Meetings Motion carried.

Phil Isaacs: aye

Bob Lewis: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

aye: 5, nay: 0

The policy change is lines 9-12. The proposed language, but not limited to this, will be used in the future to cancel a board meeting.

- F. Approve first reading of Board Policy 1.600 Policy Development and Adoption.

Mr. VanHuss ask that this agenda item be pulled from the agenda. There are some things we would like to discuss with Mrs. Owen on this policy.

- G. Approve on the first and only reading, the following Board Policies:

5.302- Sick Leave

5.303 - Personal and Professional Leave

Mr. VanHuss ask that these item be removed from the regular agenda.

There are some issues that we would like to discuss with Mrs.Owen.

- H. Approve Elizabethton City Schools Resolution to approve Section 4 of the Education Freedom Act of 2025.

Motion was made by Danny O'Quinn, second by Phil Isaacs To approve Elizabethton City Schools Resolution to approve Section 4 of the Education Freedom Act of 2025. Motion carried.

Phil Isaacs: aye

Bob Lewis: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

aye: 5, nay: 0

This Resolution requires Board approval for the schools to receive these monies. We have discussed the possibility of giving all employees a bonus, with the exception of principals and supervisors. Each year, there is a gap between what we get and what we need to fill the gap for the teachers' base salary to be \$50,000.

- 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.

Motion was made by Danny O'Quinn, second by Jamie Schaff To 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. Motion carried.

Phil Isaacs: aye

Bob Lewis: aye

Danny O'Quinn: aye

Eddie Pless: aye

Jamie Schaff: aye

aye: 5, nay: 0

We have used one company for at least 20 years through a state contract for internet and telecommunications services. This year, there was a new vendor selected, and we have the ability to tag onto these systems. The company that we currently use has challenged both of these contracts. With the new service, we get better service and more bandwidth and speed, some features that we don't currently have and we are also saving money. This won't happen overnight, so we will stay with our current provider until we are up and running. When it is ready, then we will switch over at that time. It will be less expensive and we get more services. It is a 5 year contract.

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

Motion was made by Jamie Schaff 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

Director of Schools

			2024-25	2024-25	2024-25	2024-25	Unencumbered	March 2024-25
	Acct		Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance - YTD Act	Monthly Activity
141 R 40110	000	CURRENT PROPERTY TAX	3,675,000.00	3,675,000.00	3,222,891.27	87.70	452,108.73	1,719,117.31
141 R 40120	000	TRUSTEE'S COLLECTIONS - PRIOR	100,000.00	100,000.00	51,715.65	51.72	48,284.35	28,190.05
141 R 40130	000	CIR CLK/CLK & MASTER COLLECTIO	23,000.00	23,000.00	9,659.00	42.00	13,341.00	779.52
141 R 40140	000	INTEREST AND PENALTY	27,000.00	27,000.00	12,634.38	46.79	14,365.62	5,391.82
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	2,124,882.22	50.00	2,125,117.78	750,622.29
141 R 40275	000	MIXED DRINK TAX	24,000.00	24,000.00	17,275.04	71.98	6,724.96	375.83
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	358.63	55.17	291.37	59.77
141 R 43511	000	TUITION - REGULAR DAY STUDENTS	385,000.00	385,000.00	189,722.79	49.28	195,277.21	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	157,906.93	69.27	70,068.07	21,369.18
141 R 44110	000	INVESTMENT INCOME	120,000.00	120,000.00	80,316.17	66.93	39,683.83	12,938.88
141 R 44120	000	LEASE/RENTALS	1,000.00	1,000.00	100.00	10.00	900.00	0.00
141 R 44170	000	MISCELLANEOUS REFUNDS	0.00	0.00	24,048.92	0.00	-24,048.92	3,901.80
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	222,662.72	22,266.27	-221,662.72	45,025.33
141 R 46510	000	TISA STATE FUNDING	20,592,093.00	20,592,093.00	16,524,936.61	80.25	4,067,156.39	2,034,663.95
141 R 46515	000	EARLY CHILDHOOD EDUCATION	411,160.00	411,160.00	291,513.32	70.90	119,646.68	40,256.22
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	188,944.71	59.51	128,552.29	58,382.67
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	20,235.90	76.65	6,164.10	-1,837.05
141 R 49810	000	CITY GENERAL FUND TRANSFER	2,400,000.00	2,400,000.00	1,804,931.13	75.21	595,068.87	204,931.13
Grand Revenue Totals			33,125,440.00	33,125,440.00	25,070,725.04	75.68	8,054,714.96	4,924,168.70

Number of Accounts: 53

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

Acct	2024-25	2024-25	2024-25	2024-25	Unencumbered	March 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	8,791,683.52	59.06	6,066,355.81	1,197,265.78
141 E 71200 --- --- -----	SPECIAL EDUCATION PROGRAM	2,701,461.00	2,701,461.00	1,580,670.49	58.51	1,114,737.96	227,373.47
141 E 71300 --- --- -----	VOCATIONAL EDUCATION PROGRAM	1,667,157.00	1,667,157.00	971,713.37	58.29	686,228.00	141,496.08
141 E 71400 --- --- -----	STUDENT BODY EDUCATION PROGRAM	465,830.00	465,830.00	345,786.43	74.23	120,043.57	18,155.95
141 E 72110 --- --- -----	ATTENDANCE	114,300.00	114,300.00	70,877.53	62.01	41,927.45	6,528.29
141 E 72120 --- --- -----	HEALTH SERVICES	476,052.00	476,052.00	276,841.50	58.15	198,100.00	39,913.53
141 E 72130 --- --- -----	OTHER STUDENT SUPPORT	1,186,085.00	1,186,085.00	671,550.90	56.62	500,245.76	86,562.02
141 E 72210 --- --- -----	REGULAR INSTRUCTION PROGRAM	1,357,541.00	1,357,541.00	859,510.40	63.31	494,731.87	95,336.95
141 E 72220 --- --- -----	SPECIAL EDUCATION PROGRAM	511,010.00	511,010.00	256,925.79	50.28	252,834.21	38,873.96
141 E 72230 --- --- -----	VOCATIONAL EDUCATION PROGRAM	189,611.00	189,611.00	130,403.99	68.77	59,207.01	14,920.31
141 E 72250 --- --- -----	TECHNOLOGY	1,053,560.00	1,053,560.00	711,861.86	67.57	290,195.03	55,728.25
141 E 72310 --- --- -----	BOARD OF EDUCATION	637,915.00	637,915.00	544,451.29	85.35	91,501.62	51,348.41
141 E 72320 --- --- -----	OFFICE OF THE SUPERINTENDENT	449,695.00	449,695.00	319,055.03	70.95	113,774.65	35,597.40
141 E 72410 --- --- -----	OFFICE OF THE PRINCIPAL	1,954,133.00	1,954,133.00	1,332,243.82	68.18	621,889.18	158,499.02
141 E 72510 --- --- -----	FISCAL SERVICES	439,279.00	439,279.00	331,995.90	75.58	105,045.43	33,094.45
141 E 72610 --- --- -----	OPERATION OF PLANT	2,118,961.00	2,118,961.00	1,598,953.84	75.46	517,017.40	148,082.83
141 E 72620 --- --- -----	MAINTENANCE OF PLANT	1,302,361.00	1,302,361.00	1,034,342.27	79.42	71,849.17	111,187.73
141 E 72710 --- --- -----	TRANSPORTATION	841,451.00	841,451.00	722,132.66	85.82	84,913.47	174,065.46
141 E 73100 --- --- -----	FOOD SERVICE	42,705.00	42,705.00	33,420.85	78.26	9,284.15	5,195.99
141 E 73300 --- --- -----	COMMUNITY SERVICES	227,975.00	227,975.00	138,825.38	60.90	84,646.06	14,157.83
141 E 73400 --- --- -----	EARLY CHILDHOOD EDUCATION	411,160.00	411,160.00	243,470.59	59.22	167,689.41	34,136.25
141 E 76100 --- --- -----	REGULAR CAPITAL OUTLAY	92,000.00	92,000.00	2,175,848.43	2,365.05	-5,340,677.58	212,599.37
Grand Expense Totals		33,125,440.00	33,125,440.00	23,142,565.84	69.86	6,351,539.63	2,900,119.33

Number of Accounts: 596

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

		2024-25	2024-25	2024-25	2024-25	Unencumbered	March 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	66,939.40	67.19	32,683.60	7,225.47
142 R 47189	OCA	EISENHOWER PROF DEVELOPMENT ST	9,030.00	9,030.00	8,960.06	99.23	69.94	895.21
142 R 47131	OCP	VOCATIONAL EDUC - BASIC GRANTS	41,597.00	41,597.00	38,770.59	93.21	2,826.41	4,840.75
142 R 47143	OID	SPECIAL EDUCATION - GRANTS TO	628,419.00	628,419.00	351,123.25	55.87	277,295.75	46,000.09
142 R 47145	OPS	SPECIAL EDUCATION PRESCHOOL GR	17,353.00	17,353.00	10,423.84	60.07	6,929.16	1,489.12
142 R 47141	OT1	TITLE 1 GRANTS TO LOCAL EDUC A	589,659.00	589,659.00	388,068.32	65.81	201,590.68	43,310.47
142 R 47590	OT1	OTHER FEDERAL THROUGH STATE	54,018.00	54,018.00	35,886.84	66.43	18,131.16	4,005.46
142 R 47189	OT2	EISENHOWER PROF DEVELOPMENT ST	94,515.00	94,515.00	81,807.57	86.56	12,707.43	6,456.51
142 R 47590	OVR	OTHER FEDERAL THROUGH STATE	51,018.00	51,018.00	29,733.97	58.28	21,284.03	4,282.18
142 R 47147	21C	SAFE AND DRUG-FREE SCHOOLS-ST	110,059.00	110,059.00	110,058.75	100.00	0.25	21,119.54
142 R 47404	702	ARP Homeless	0.00	0.00	3,348.69	0.00	-3,348.69	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	0.00
142 R 47141	T1N	TITLE 1 GRANTS TO LOCAL EDUC A	23,800.00	23,800.00	14,503.79	60.94	9,296.21	4,503.79
Grand Revenue Totals			1,719,091.00	1,719,091.00	1,661,032.57	96.62	58,058.43	144,128.59

Number of Accounts: 15

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

		2024-25	2024-25	2024-25	2024-25	Unencumbered	March 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	375,092.45	67.66	160,799.89	34,085.45
142 E 71200	SPECIAL EDUCATION PROGRAM	645,772.00	645,772.00	365,482.89	56.60	280,289.11	51,398.01
142 E 71300	VOCATIONAL EDUCATION PROGRAM	19,951.00	19,951.00	22,915.70	114.86	-3,124.70	0.00
142 E 72130	OTHER STUDENT SUPPORT	116,029.00	116,029.00	70,562.67	60.81	37,916.33	10,098.12
142 E 72210	REGULAR INSTRUCTION PROGRAM	271,173.00	271,173.00	203,573.87	75.07	62,240.76	18,481.72
142 E 72230	VOCATIONAL EDUCATION PROGRAM	1,766.00	1,766.00	1,527.68	86.51	238.32	0.00
142 E 72710	TRANSPORTATION	0.00	0.00	4,885.89	0.00	-4,885.89	878.40
142 E 73300	COMMUNITY SERVICES	110,059.00	110,059.00	110,058.75	100.00	0.25	11,135.92
142 E 76100	REGULAR CAPITAL OUTLAY	0.00	0.00	503,497.76	0.00	-512,881.37	2,940.08
Grand Expense Totals		1,719,091.00	1,719,091.00	1,657,597.66	96.42	20,592.70	129,017.70

Number of Accounts: 107

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

		2024-25	2024-25	2024-25	2024-25	Unencumbered	March 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	12,989.17	59.04	9,010.83	1,708.60
143 R 43525	000	A LA CARTE SALES	55,280.00	55,280.00	34,451.59	62.32	20,828.41	3,679.59
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	23,282.63	58.21	16,717.37	2,640.15
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	10,950.05	99.55	49.95	10,950.05
143 R 47111	000	USDA SCHOOL LUNCH PROGRAM	785,000.00	785,000.00	627,734.22	79.97	157,265.78	163,732.91
143 R 47112	000	USDA COMMODITIES	93,500.00	93,500.00	33,945.73	36.31	59,554.27	0.00
143 R 47113	000	USDA BREAKFAST	447,500.00	447,500.00	350,201.12	78.26	97,298.88	89,019.65
143 R 47114	000	USDA - ESP SNACK PROGRAM	31,000.00	31,000.00	18,291.89	59.01	12,708.11	4,680.28
Grand Revenue Totals		1,497,780.00	1,497,780.00	1,113,991.88	74.38	383,788.12	276,411.23	

Number of Accounts: 39

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

		2024-25	2024-25	2024-25	2024-25	Unencumbered	March 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	1,167,164.90	77.93	330,615.10	141,379.25
<hr/> Grand Expense Totals		1,497,780.00	1,497,780.00	1,167,164.90	77.93	330,615.10	141,379.25

Number of Accounts: 87

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



ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

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

ITEM: Office Chair

INVENTORY TAG NUMBER: 11599

METHOD OF SALE/DISPOSAL: Trash

SCHOOL/BUILDING WHERE ITEM IS HOUSED CO

SALE/DISPOSAL AUTHORIZED BY: Ruel Watt DATE: 4/29/29
Principal

AUTHORIZED BY: Ruel Watt DATE: 4/29/29
Director of Schools

AUTHORIZED BY: _____ DATE: _____
Board Chairman

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

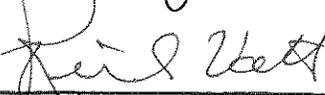
The following items are hereby declared surplus property/equipment of no value or valued at less than \$250.00. Since these items are no longer useful to the Elizabethton City School System, they may be sold at a fair price to any person interested in purchasing them, given away or disposal may be made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

ITEM: Lenovo 100e Chromebook
Model Name 81ER

INVENTORY TAG NUMBER: S/N P203S8PT

METHOD OF SALE/DISPOSAL: DISPOSAL

SALE/DISPOSAL AUTHORIZED BY:  DATE: 4-8-21
Principal

AUTHORIZED BY:  DATE: 4/14/21
Director of Schools

AUTHORIZED BY: _____ DATE: _____
Board Chairman

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

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

ITEM: Science textbooks, workbooks, + teacher manuals
173 textbooks
5 workbooks
5 teacher edition manuals

INVENTORY TAG NUMBER: Room #21 - Matt Fox

METHOD OF SALE/DISPOSAL: disposing them into the dumpster.

SALE/DISPOSAL AUTHORIZED BY: [Signature] DATE: 4-29-25
 Principal

AUTHORIZED BY: [Signature] DATE: 4/29/25
 Director of Schools

AUTHORIZED BY: _____ DATE: _____
 Board Chairman

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

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

ITEM:

Science Textbooks (6th & 7th grade)

7th: 135 textbooks, 6 teacher editions

6th: 23 textbooks, 7 teacher editions

INVENTORY
TAG NUMBER:

METHOD OF
SALE/DISPOSAL:

SALE/DISPOSAL
AUTHORIZED BY:

[Signature]
Principal

DATE: 4-28-25

AUTHORIZED BY:

[Signature]
Director of Schools

DATE: 5/1/25

AUTHORIZED BY:

Board Chairman

DATE: _____

ELIZABETHTON CITY SCHOOLS

**REQUEST FOR PROPERTY / EQUIPMENT
SALE / DISPOSAL**

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

ITEM:

6th grade Science
Student textbooks (157)

Teacher Editions (2)

INVENTORY
TAG NUMBER:

METHOD OF
SALE/DISPOSAL:

SALE/DISPOSAL
AUTHORIZED BY:

[Signature]
Principal

DATE: 7-28-21

AUTHORIZED BY:

[Signature]
Director of Schools

DATE: 8/1/25

AUTHORIZED BY:

Board Chairman

DATE: _____

ELIZABETHTON CITY SCHOOLS

REQUEST FOR PROPERTY / EQUIPMENT SALE / DISPOSAL

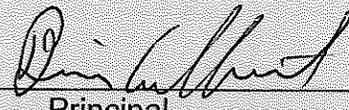
The following items are hereby declared surplus property/equipment of no value or valued at less than \$250.00. Since these items are no longer useful to the Elizabethton City School System, they may be sold at a fair price to any person interested in purchasing them, given away or disposal may be made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

ITEM: GE Washer & Dryer

INVENTORY TAG NUMBER: Gold Tag 06915 (dryer) 06914 (washer)

METHOD OF SALE/DISPOSAL: Donate to Local Church

SCHOOL/BUILDING WHERE ITEM IS HOUSED: EHS/ Health Science Lab Closet

SALE/DISPOSAL AUTHORIZED BY:  DATE: 5/7/25
Principal

AUTHORIZED BY: _____ DATE: _____
Director of Schools

AUTHORIZED BY: _____ DATE: _____
Board Chairman



SCHEDULED SERVICE AGREEMENT

Trane Office

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

Trane Representative

Robert Campbell
Cell: (276) 698-5428
Office: (423) 224-1150

Proposal ID

7989670

Master Agreement

110006

Company Name

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

Sites Included:

Elizabethton High School
Harold McCormick Elementary
TA Dugger

February 20, 2025



EXECUTIVE SUMMARY

This **Scheduled Service Agreement** from Trane offers an exclusive approach to planned maintenance: It is grounded in worldwide expertise. Delivered locally by our own factory trained technicians. And provided according to *your* needs.

Under this service agreement, Trane will schedule and manage preventative maintenance and provide repair coverage to help you minimize unplanned downtime and avoid unexpected expenses.

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being serviced according to OEM best practices.
- Priority service available 24-hours a day
- Advanced diagnostic technologies allow our technicians to analyze system performance comprehensively

Protect your bottom line. Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (*FEMP*) O&M Guide 2010

ADDITIONAL SUPPORT

Environmental Practices	Consistent Processes	Safety	Assigned Team
Trane procedures for handling refrigerant are compliant with federal and state regulations.	All Trane technicians follow documented processes ensuring uniform service delivery.	Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.	You will have a consistent group of Trane employees dedicated to your account.



WHY TRANE? WE FOCUS ON BETTER BUILDINGS.

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

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



SCOPE OF SERVICES — STANDARD INCLUSIONS

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

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

ON-SITE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

Implementation:

- Technician visits are scheduled in advance through one assigned maintenance team for all HVAC equipment brands
- On-site service is completed during normal business hours
- Receive consistent service outcomes through proprietary maintenance procedures



TRANE LABORATORY ANALYSIS

Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

Implementation:

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Identify long-term equipment performance trends and avoid equipment failures



REFRIGERANT MANAGEMENT

The US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2020 in addition to mandated leak inspections on certain appliances that exceed the leak rate threshold. Section 608 of the Clean Air Act prohibits the knowing release/venting of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices and documentation by owners and operators of refrigeration and air-conditioning systems, all servicing technicians, and others. ***The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. With recent definition changes from the EPA, each independent circuit is considered a separate appliance. These records must be maintained for 3 years and be directly accessible if audited by the EPA. This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.***



All Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size (supports accurate fugitive emissions reporting where applicable).

When a customer has all their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable and comprehensive documentation to authorities during audits
- Maintain company environmental standards and provides data for managing any reporting needs
- Detect potential refrigerant leaks before equipment damage occurs
- Technicians are trained to report all refrigerant handling which can aid in fugitive emissions reporting, not just for 50 lbs.+ appliances

Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs

Tiered Service Offerings to better support your needs:

1. Trane's Standard EP Compliant S/A
 - a. Trane Technicians will provide applicable EPA documentation when required by the service activity performed
2. Trane's EPA Compliant Reporting S/A
 - a. In addition to the Standard Offering, the local Trane office will run quarterly reports that will be extended to the customer to help inform them of EPA mandated leak inspections that may be required on their equipment and the corresponding anniversary date(s) that those inspection(s) need to be completed.
3. Trane's Premium EPA Compliance S/A
 - a. In addition to the Standard and Reporting Offerings, labor to perform those leak inspections is also included.
 - b. Customer will have access to form letters and information assistance for reporting situations encountered during coverage.



PROPOSED SCHEDULE OF SERVICES

Service Solutions	Qty.	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
On-site Scheduled Maintenance						X		X		X			X



HVAC EQUIPMENT COVERAGE

Elizabethton High School

The following "Covered Equipment" will be serviced at Elizabethton High School:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Boilers - Generic	1	A O Smith Corporation	200GW650	200C0161901	AO SMITH BOILER
Boilers - Generic	1	Lochinvar	CPN0502	K14H00272356	POOL BOILER (START-UP 3-3-15)
Boilers - Generic	1	Raypak Boilers	H6-4001	NOS-3530052	BOILER 1
Boilers - Generic	1	Raypak Boilers	H6-4001	NOS-3841002	BOILER 2

Service Description **Quantity Per Term**
 Boiler Annual Maintenance (Service 2) 1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Scroll and Reciprocating Liquid Chillers	1	Trane	RTAC1554UF	U03E00281	

Service Description **Quantity Per Term**
 RTAC Annual (Solution Coil Cleaning) (Service 5) 1
 RTAC Quarterly Inspection (Service 7) 2

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Scroll and Reciprocating Liquid Chillers	1	Trane	RTAC1554UF	U03E00280	

Service Description **Quantity Per Term**
 RTAC Annual (Solution Coil Cleaning) (Service 6) 1
 RTAC Quarterly Inspection (Service 7) 2

Harold McCormick Elementary

The following "Covered Equipment" will be serviced at Harold McCormick Elementary:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Boilers - Generic	1	Lochinvar	FBN2001	1643103733320	BOILER

Service Description **Quantity Per Term**
 Boiler Annual Inspection (Lochinvar) (Service 1) 1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
70-125 Ton Compressor Chiller - Series R (not current)	1	Trane	RTUA100AYE	U99G00291	

Service Description **Quantity Per Term**
 RTUA Annual (Service 8) 1
 RTUA Quarterly Inspection (Service 9) 1



TA Dugger

The following "Covered Equipment" will be serviced at TA Dugger:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Boilers - Generic	1	Lochinvar	SBN1300	H13H00253071	BOILER #1
Boilers - Generic	1	Lochinvar	SBN1300	H13H00253072	BOILER #2

Service Description	Quantity Per Term
Boiler Annual Inspection (Lochinvar) (Service 1)	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
70-125 Ton Air-Cooled Chiller - Series R(TM)	1	Trane	RTAA125AYJ	U98F01173	CHILLER

Service Description	Quantity Per Term
RTAA Annual (Solution Coil Cleaning) (Service 3)	1
RTAA Quarterly Inspection (Service 4)	2



SITE COVERAGE

The following Sites are included:

Elizabethton High School	907 Jason Witten Way, Elizabethton, TN 37643
Harold McCormick Elementary	226 S Cedar Ave, Elizabethton, TN 37643
TA Dugger	306 W E St, Elizabethton, TN 37643



PRICING AND ACCEPTANCE

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

Site Address:
Refer to the Site Coverage Page

Trane Service Agreement

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

Service Fee

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

Contract Year	Annual Amount - All Sites USD	Payment USD	Payment Term
Year 1	19,139.25	19,139.25	Annual

Anticipation Discount Program (ADP). A one-time **4.0%** discount is offered for full payment of 1 year in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be **\$765.57 USD** if this option is selected. Tax will be calculated based upon the pre-discounted price. The ADP is for advance payment only under the terms stated in this section and is not applicable to credit card transactions. Please check the box to select this discount option.

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

Term

The Initial Term of this Service Agreement is 1 year, beginning April 1, 2025. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on March 31, 2026, this Agreement shall renew automatically for successive periods of 1 year (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at or by direct mail addressed to: 10384 Wallace Alley Street, Kingsport, TN 37663.

Renewal Pricing Adjustment

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

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days



after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

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

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

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
_____ Authorized Representative	_____ Submitted By: Robert Campbell
_____ Printed Name	Proposal Date: February 20, 2025 Cell: (276) 698-5428 Office: (423) 224-1150 License Number: TN23034
_____ Title	_____ Authorized Representative
_____ Purchase Order	_____ Title
_____ Acceptance Date	_____ Signature Date

The Initial Term of this Service Agreement is 1 year, beginning April 1, 2025.
Total Contract Amount: \$19,139.25 USD.



TERMS AND CONDITIONS - SERVICE

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

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



on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

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

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

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

13. CONTAMINANTS LIABILITY

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

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



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

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

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

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

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

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

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

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

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

1-26.130-7 (1024)
 Supersedes 1-26.130-7 (0724)



SECURITY ADDENDUM

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

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

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

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

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

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

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

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



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

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



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

October 2024
Supersedes: November 2023v2



APPENDIX

SAFETY

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

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

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

ENVIRONMENTAL PRACTICES

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

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

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

CONSISTENCY

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

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





CUSTOMER SERVICE FLOWS

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

Service 1: Boiler Annual Inspection (Lochinvar)

Description

- Inspect interior; clean and vacuum if necessary
- Clean condensate trap and fill with fresh water
- Check inlet gas pressure
- Check for leaks (water, gas, flue, and condensate)
- Verify flue and air lines are in good condition and sealed tight
- Check system water pressure/system piping/expansion tank
- Check control settings per start up sheet
- Check the safeties (gas switch, flow switch, blocked drain switch, etc.)
- Check ignition and flame sense electrodes (sand off any deposits; clean and reposition)
- Check wiring and connections
- Inspect flame while running in low fire and high fire
- Check flame signal at high fire (at least 10 micro amps)
- Clean heat exchanger if the flue temperature is more than 54 degrees F above return water temperature
- Check flame and combustion

Service 2: Boiler Annual Maintenance

Description

- Boiler Internal Natural Gas/Propane/Oil Inspection (Light Commercial)
- Burner Safety Inspection for Natural Gas/Propane Water Boilers (Light Commercial)

Service 3: RTAA Annual (Solution Coil Cleaning)

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Lock Out Tag Out At Main Disconnect
- Electrical Inspection (RTA*)
- Compressor Starter Inspection (Wye-Delta Closed Transition) Series R Air Cooled
- Flow/Differential Mechanical Switch Check
- Remove Lock Out Tag Out At Main Disconnect
- Condenser Fans Check RTA* Per Circuit
- Oil Level Check Per Compressor
- Oil Analysis Per Compressor
- Low Temperature Sensor Calibration
- Compressor And Oil Separator Heater Check
- Control Panel Calibration Check
- Leak Test Inspection (Positive Pressure)
- Coil Cleaning Solution
- Start Unit
- Compressor Check (HeliRotor Compressors)
- Manual Log With Electronic Device
- Complete Required Paper Work

Service 4: RTAA Quarterly Inspection

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Condenser Fans Check RTA* Per Circuit



- Lock Out Tag Out (Standard)
- Visual Electrical Inspection
- Remove Lock Out Tag Out
- Compressor And Oil Separator Heater Check
- Evaporator Flow Switch Inspection
- Manual Log With Electronic Device

Service 5: RTAC Annual (Solution Coil Cleaning)

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Lock Out Tag Out At Main Disconnect
- Electrical Inspection (RTA*)
- Compressor Starter Inspection (Across The Line) Series R Air Cooled
- Flow/Differential Mechanical Switch Check
- Remove Lock Out Tag Out At Main Disconnect
- Condenser Fans Check RTA* Per Circuit
- Oil Return Operation Check Per Circuit
- Oil Level Check Per Compressor
- Oil Analysis Per Compressor
- Low Temperature Sensor Calibration
- Control Panel Calibration Check
- Leak Test Inspection (Positive Pressure)
- Coil Cleaning Solution
- Start Unit
- Compressor Check (HeliRotor Compressors)
- Compressor And Oil Separator Heater Check
- TechView/KestrelView Connection
- Run Service Report From TechView
- Techview/Kestrel View Disconnection
- Complete Required Paper Work

Service 6: RTAC Annual (Solution Coil Cleaning)

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Lock Out Tag Out At Main Disconnect
- Electrical Inspection (RTA*)
- Compressor Starter Inspection (Wye-Delta Closed Transition) Series R Air Cooled
- Flow/Differential Mechanical Switch Check
- Remove Lock Out Tag Out At Main Disconnect
- Condenser Fans Check RTA* Per Circuit
- Oil Return Operation Check Per Circuit
- Oil Level Check Per Compressor
- Oil Analysis Per Compressor
- Low Temperature Sensor Calibration
- Control Panel Calibration Check
- Leak Test Inspection (Positive Pressure)
- Coil Cleaning Solution
- Start Unit
- Compressor Check (HeliRotor Compressors)
- Compressor And Oil Separator Heater Check
- TechView/KestrelView Connection
- Run Service Report From TechView
- Techview/Kestrel View Disconnection
- Complete Required Paper Work



Service 7: RTAC Quarterly Inspection

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Condenser Fans Check RTA* Per Circuit
- Lock Out Tag Out (Standard)
- Visual Electrical Inspection
- Remove Lock Out Tag Out
- Start Unit
- Complete Required Paper Work
- TechView/KestrelView Connection
- Run Service Report From TechView
- Techview/Kestrel View Disconnection

Service 8: RTUA Annual

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Lock Out Tag Out At Main Disconnect
- Compressor Starter Inspection (Wye-Delta Closed Transition) Series R Air Cooled
- Electrical Inspection (RTA*)
- Flow/Differential Mechanical Switch Check
- Low Temperature Sensor Calibration
- Control Panel Calibration Check
- Oil Level Check (Screw Machines) Per Circuit
- Oil Analysis Per Circuit
- Leak Test Inspection (Positive Pressure)
- Remove Lock Out Tag Out At Main Disconnect
- Compressor And Oil Separator Heater Check
- Start Unit
- Compressor Check (HeliRotor Compressors)
- Manual Log With Electronic Device
- Complete Required Paper Work
- Clean condenser coils, 51-100 tons

Service 9: RTUA Quarterly Inspection

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Check Liquid Line Sight Glass
- Manual Log With Electronic Device
- Complete Required Paper Work

Dual Enrollment Agreement for Tennessee Colleges of Applied Technology Between Tennessee College of Applied Technology-Elizabethton and Elizabethton City Schools

This Dual Enrollment Agreement (“Agreement”), by and between Tennessee College of Applied Technology-Elizabethton (“College”) and Elizabethton City Schools (“High School”), is for the purpose of providing eligible high school students the opportunity to earn both college and high school graduation credits simultaneously upon successful completion of qualified course(s), as further defined herein.

OVERVIEW

In accordance with the guidelines and policies set forth by the Tennessee Higher Education Commission and Tennessee Board of Regents (“TBR”) Policy 2.03.00.01, and the procedures established by College, College desires to provide eligible high school students the opportunity to earn both college and high school graduation credits simultaneously upon successful completion of qualified course(s) (each a “Dual Enrollment Course”) toward a program of study (a “Program”).

The following classes that are listed in the College’s catalog and use the course syllabus, including outcomes and requirements, and text and materials approved by the respective College department, are offered as Dual Enrollment Courses:

- Advanced Manufacturing Technology
- Automotive Technology
- Building Construction Technology
- Computer Information Technology
- Criminal Justice: Correctional Officer
- Off-Road Diesel Technology
- Machine Tool Technology
- Pre-Practical Nursing

Eligible students (“Students”) must be enrolled as 9th, 10th, 11th, or 12th grade students in a Tennessee public or nonpublic secondary school, or in a home education program. In order to enroll in a specific Dual Enrollment Course, Students must meet the Program’s specific placement requirements as determined by the College.

In order to participate in a Dual Enrollment Course, Students must submit the following no later than the start of classes to the Dual Enrollment Office:

- A completed application for admission signed by the Student;
- All documents necessary for admission and for eligibility for the TSAC grant;
- Required signatures from Student and parent or legal guardian of the Student.
- Consortium Agreements as necessary
- Transcripts for any previously completed dual enrollment coursework at any other TCAT

In order to remain eligible to participate in Dual Enrollment Courses, Students must be in compliance with the College’s attendance policy, or the High School’s attendance policy for Dual Enrollment Courses held at the High School, and maintain a cumulative GPA of at least 2.0, or higher based on individual academic program GPA standards in the Dual Enrollment Course(s)

that the Student is taking in order to register for subsequent Dual Enrollment Courses. Exceptions must be submitted in writing to the College's Vice President of Instruction.

Dual Enrollment Courses may be held on the campus of the College or the High School as mutually agreed to by the parties.

K-12 students must register with College's Disability Services Office in order to receive accommodation in their college course(s), when applicable. A Student's high school IEP does not provide accommodations for courses taken as part of this Agreement.

A. RESPONSIBILITIES OF THE PARTIES

A.1 The College:

- Is responsible for ensuring that a qualified faculty or adjunct faculty member is the instructor for the Dual Enrollment Course.
- Reserves the right to schedule an observation of all Dual Enrollment Courses held on the campus(es) of the High School at any time to ensure that College's expectations for the quality of the Dual Enrollment Course are met.
- Will initially classify Students enrolled in a Dual Enrollment Course as non-degree seeking. However, upon high school graduation or GED completion, the Dual Enrollment Course credit(s) may be applied toward an appropriate college-degree program so long as regular admissions requirements are met.
- Will adhere to High School's standard operating procedures for the reservation and utilization of school equipment for all Dual Enrollment Courses operated on the High School's campus.
- May require that the High School maintain science and computer laboratories and equipment appropriate and compatible for delivery of a Dual Enrollment Course held on the High School's campus.
- May cancel any Dual Enrollment Course with enrollment insufficient to cover College's expenses, so long as no invoices are sent to High School for such Dual Enrollment Course.
- On the schedule requested by High School, provide to High School for all Students completed grade reporting sheets and attendance reporting sheets.
- Provide Student Services and academic support to high school students on TCAT campuses as requested.
- Provide alignment and academic support to high school instructors with site visits, sharing of resources, and regular communication.

A.2. The High School shall:

- Award high school graduation credit(s) for each Dual Enrollment Course successfully completed.
- Provide appropriate classroom space and instructional equipment, as determined by the College, for Dual Enrollment Courses offered on the High School campus.
- Retain the right to observe and supervise instruction, which is conducted on the High School campus during regular school hours.
- Agree to follow the College's academic calendar for all Dual Enrollment Courses if requested by the College.
- Provide College with any grade reporting or attendance reporting that College will be requested to complete for Students.
- Ensure that each Student applies for the Dual Enrollment Lottery Grant and any other Tennessee Student Assistance Corporation ("TSAC") grants available to pay for Dual Enrollment Courses prior to the deadlines set by TSAC.

- Not permit any Student to enroll in a Dual Enrollment Course unless that Student has either (i) provided to High School health information that establishes that the Student has complied with the recommended immunization schedule for measles, mumps, rubella and varicella for adults, issued by the Center for Disease Control and Prevention Advisory Committee on Immunization Practices or (ii) provided to High School documentation that meets the requirements of Tennessee Board of Regents Policy 2.03.00.01, Admission at the Tennessee Colleges of Applied Technology regarding exemptions from vaccination requirements.
- Ensure that Students enrolling in a nursing, laboratory or allied health profession Dual Enrollment Course are aware that entities providing clinical experiences associated with such courses may impose immunization requirements for participation in a clinical experience..
- Ensure that each Student completes a waiver form indicating that the Student has received detailed information about (i) the recommended immunization schedule for measles, mumps, rubella and varicella for adults, issued by the Center for Disease Control and Prevention Advisory Committee on Immunization Practices and the availability and effectiveness of the recommended vaccines and (ii) the risk factors for hepatitis B infection and the availability and effectiveness of vaccine for persons who are at risk of the disease.

A.3. The College and the High School shall:

- Each designate an individual to provide oversight of details and distribute general program information and necessary forms to Students.
- Jointly determine the Dual Enrollment Courses to be offered, subject to College's staffing and scheduling limitations and any enrollment or financial limitations.
- Provide appropriate information to the Students regarding Dual Enrollment Lottery Grant and any other TSAC grants available to pay for Dual Enrollment Courses.

B. AGREEMENT TERM:

- B.1. Term. This Agreement shall be effective for the period of no more than one (1) year, commencing on August 1, 2025 and ending on July 31, 2026
- B.2. Term Extension. The parties may agree to extend the term of this Agreement for additional periods of time not to exceed three (3) years in length, so long as an amendment extending the term of this Agreement is executed prior to the expiration date of this Agreement.

C. FACULTY/COSTS

- C.1. Instructors for the Dual Enrollment Courses shall be subject to the approval of both parties and will adhere to College's policies regarding academic standards and documentation of attendance and grades. The College reserves the right to replace any Dual Enrollment Course instructor provided by the High School for non-performance and/or violation of College policies and guidelines. The parties will promptly enter into an amendment of this Agreement if the replacement results in the College then being responsible for compensating the instructor of the affected Dual Enrollment Course. The parties agree that the primary employer of a Dual Enrollment Course instructor (College or High School) shall be responsible to arrange and compensate, if required, a substitute in the event that the instructor will be absent for a class meeting.
- C.2. In the event the instructor is provided and compensated by the College, such compensation will be based upon applicable College policies as to College faculty.

- C.3. In the event the instructor is provided and directly compensated by the High School, such compensation will be based upon applicable High School policies and no funds shall be due to the High School from the College unless otherwise specified in Section C.6 below. This does not prevent the College from entering into separate agreements with instructors who are also employees of the High School to engage such instructors as adjuncts.
- C.4. All costs associated with enrollment of Students in Dual Enrollment Courses shall be the responsibility of the High School, Student or Student's parent or legal guardian. College shall invoice High School for such costs, and it shall be High School's responsibility to seek any reimbursement of any such amounts from Student or Student's parent or legal guardian, at High School's discretion. Invoices will be sent to High once Student enrollment numbers and Dual Enrollment Course schedules have been finalized. High School shall remit payment to College at the address set forth in Section D.10 within thirty (30) days of receipt of an invoice. The costs shall be as set forth in Sections C.5. and C.6.
- College shall credit against amounts due from High School for each Dual Enrollment Course, all amounts received under the Tennessee Dual Enrollment Lottery Grant, Middle College Scholarship, or any other TSAC grant intended to pay for the costs of a particular Student's enrollment in a Dual Enrollment Course (collectively, "Grant Monies").
 - Invoices shall include the names of all Students for enrolled in each Dual Enrollment Course and the names of all Students for whom Grant Monies were received.
- C.5. For Dual Enrollment Courses held at College's facilities, the per Student cost per Dual Enrollment Course shall be equal to the per student cost that the College has set as the per student cost for enrollment in such course by other students of the College (the "College's Class Cost"). The College's Class Cost includes the cost of providing the instructor, classroom space, all maintenance and mandatory fees, textbooks and other class materials, and tools as needed. The College's Class Cost will not include any fees that the Tennessee Higher Education Commission has determined may not be charged for Dual Enrollment Courses. The following costs are not included in the College's Class Cost but are associated and due for each Student in each Dual Enrollment Course including certification exams, test prep materials, uniforms, and program consumables. The parties acknowledge that the per student enrollment cost for each course the College offers, and all fees are approved by TBR and available for review by High School upon request.
- C.6. For Dual Enrollment Courses held at High School's facilities, the parties agree as follows:
- In the event the High School provides the instructor and other Dual Enrollment Course needs as mutually agreed to by the parties, the College shall pay the High School \$100 per qualifying student with the maximum sum of \$2000 per trimester per Dual Enrollment Course / Program of Study in order to compensate the High School for the costs associated with providing the Dual Enrollment Course at the High School. This amount shall not be subject to escalation for any reason or increased unless this Agreement is amended.
- If other costs are anticipated to be incurred by College in connection with a Dual Enrollment Course, such as for supplies, College will obtain High School's written approval of such costs prior to invoicing High School for the same.
- C.7. In the event that a Student drops a Dual Enrollment Course by the College's Drop/Add Deadline, Grant Monies will be returned to TSAC in accordance with College and TSAC policies.

D. TERMS AND CONDITIONS:

- D.1. Required Approvals. The College is not bound by this Agreement until it is approved by the appropriate officials in accordance with applicable Tennessee laws and regulations as shown on the signature page of this Agreement.
- D.2. Modification and Amendment. This Agreement may be modified only by a written amendment executed by all parties hereto and approved by the appropriate officials.
- D.3. Performance. Each party agrees to work in good faith to achieve the objectives of this Agreement.
- D.4. Termination. Either party may terminate this Agreement with or without cause for any reason by providing written notice to the other party. However, in no event shall termination be effective until the end of the academic year then in progress.
- D.5. Nondiscrimination. Each party hereby agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of either party on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State constitutional or statutory law.
- D.6. Allegations of Sexual Harassment or Other Discrimination.

If the College receives a report of sexual harassment or other discrimination relating to a High School student's participation in DE classes or related activities, the College will coordinate with the High School to determine jurisdiction, to coordinate the provision of supportive measures, and to respond pursuant to the appropriate policy and procedures based on the allegations and identities of the individuals involved.

If the High School receives a report of sexual harassment or other discrimination relating to the College's education program or activity, the High School will coordinate with the College to determine jurisdiction, to coordinate the provision of supportive measures, and to respond to the report under the appropriate policy and procedures based on the allegations and identities of the individuals involved.

- D.7. State and Federal Compliance. Each party shall comply with all applicable State and Federal laws and regulations, including without limitation with the Family Educational Rights and Privacy Act (FERPA) (collectively, the "Laws"). Each party agrees that its officers, employees and agents will use personally identifiable information from an education record disclosed pursuant to this Agreement only for the purposes for which the disclosure was made and not for any other purpose unless permitted by the Laws or necessary in order to comply with this Agreement. For purposes of clarity, the parties acknowledge that Students enrolled in Dual Enrollment Courses are students of both the College and the High School with educational records created by the instructors of such Dual Enrollment Courses being records of both the College and the High School. Consistent with 34 C.F.R. § 99.31(a)(2), each party agrees to disclose to the other party education records which the other party needs for purposes related to the student's Dual Enrollment. The parties further acknowledge that the Laws applicable to educational records held by the College differ from those applicable to educational records held by the High School and agree that the Laws applicable to educational records held by the College shall apply only to the College, and the Laws applicable to educational records held by the High School shall apply only to the High School. The personally identifiable information may not be disclosed or re-disclosed by either party to any but the other party without prior written consent of the Student, the parent or legal guardian of the Student, or as otherwise permitted by FERPA or this Agreement.

- D.8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.
- D.9. Severability. If any terms or conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
- D.10. Communications and Contacts.

The College:

Dr. Richard Church, Vice President of Instruction
Tennessee College of Applied Technology-Elizabethton
426 Hwy 91N, Elizabethton, TN 37643
(423) 543-0070
(423) 547-2587

The High School:

Mr. Brian Culbert, CTE Director
Elizabethton City Schools
907 Jason Witten Way, Elizabethton, TN 37643
(423) 547-8015 (423) 547-8016 FAX

- D.11. Relationship of the Parties. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the parties.
- D.12. Liability. College is a public College of higher education and a member of the State University and Community College System of Tennessee governed by the Tennessee Board of Regents. As a state entity, its liability arising from performance under this Agreement shall be subject to and limited to those rights and remedies, if any, available under T. C. A. §§ 9-8-101 through 9-8-407. The High School is a political subdivision of the state and, as such its liability for injuries which may result from its performance under this Agreement shall be subject to and limited to those rights and remedies, if any, available under the Tennessee Governmental Tort Liability Act, §§ T. C. A. 29-20-201, et seq.

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

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF:

Elizabethton City Schools:

Mr. Richard VanHuss, Director of Schools

Date

Tennessee College of Applied Technology-Elizabethton:

Mr. Heath McMillian, President

Date

TENNESSEE BOARD OF REGENTS:

Flora W. Tydings, Chancellor

Date

Elizabethton City Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Sick Leave PROPOSED	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

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

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

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

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

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

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

26 SUPPORT PERSONNEL

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

1 Sick leave shall be defined as: illness of an employee from natural causes or accident, quarantine, or
 2 illness or death of a family member of an ECS employee and the immediate family of their spouse.
 3 The following is an approved list of immediate family:

4
 5 Grandparents, parents, stepparents, legal guardian, spouse (including a former spouse of a
 6 professional employee where school-age children are concerned), brothers (spouse), sisters
 7 (spouse), children (including an unborn child) (spouse), grandchildren (spouse).

8
 9 At the termination of the employment of any employee, all unused sick leave accumulated by the
 10 employee shall be forfeited.

11 ~~Documentation from a physician may be required in support of any claim for sick leave pay.~~
 12 ~~The immediate supervisor may require documentation from a physician stating the reason for absence.~~
 13 ~~Frequent and misuse of sick leave by an individual are sufficient grounds for requiring medical~~
 14 ~~certification. Such medical certification may be provided by a physician, physician's assistant or nurse~~
 15 ~~practitioner.~~

16 SICK LEAVE BANK

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

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

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

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

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

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

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

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

Elizabethton City Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Personal and Professional Leave PROPOSED	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.

17
18 **Bus drivers shall be compensated at the end of each fiscal year for unused personal days.**

19 **BEREAVEMENT LEAVE**

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

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

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

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

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

**ELIZABETHTON CITY SCHOOLS
PROPOSED TUITION RATES
EFFECTIVE WITH THE 2025-2026 SCHOOL YEAR**

CURRENT RATES

	<u>Grades K-5</u>	<u>Grades 6-8</u>	<u>Grades 9-12</u>
Carter County	\$ 800	\$ 400	\$ 300
Outside Carter County	\$ 1,600	\$ 1,600	\$ 1,600
Out of State	\$ 1,600	\$ 1,600	\$ 1,600

The Family Cap is \$2,200.

PROPOSED FOR 2025-2026

	<u>Grades K-5</u>	<u>Grades 6-8</u>	<u>Grades 9-12</u>
Carter County	\$ 800	\$ 400	\$ 300
Outside Carter County	\$ 1,600	\$ 800	\$ 600
Out of State	\$ 1,600	\$ 1,600	\$ 1,600

The Family Cap is \$2,200.

StartSOLE

Let Learning Happen

Prepared by StartSOLE

Date March 5, 2025

Introduction

EHS is committed to **seamlessly integrating XQ Learner Goals, work-based learning (WBL), and community-engaged learning** into its curriculum. Select classes will begin using the **XQ Learner Goals** in their courses through the **Competencies and Component Skills**. Teachers will receive training and assistance in beginning the process of **crosswalking these learner goals** with their state standards and course objectives. Classes participating include, but are not limited to, **Cyclone Experience** (which is taken by every Freshman at EHS), **Community Improvement, Advanced Drama, Audio/Visual Projects, and Survival** (a new course developed to teach essential skills for life).

The **Community Improvement course** is partnering with the **East Tennessee State University Honors College Changemaker Scholars Program** for curricular integration. This will involve Professors and honors program students working with EHS students on developing **project design, feedback, and changemaking skills**. Professors and teachers will also work together with students to design learning experiences that are **academically rigorous and mutually beneficial** to students and the community.

Year 1 will be used to build a foundation for the future of the upperclassmen experience at EHS. By the end of senior year, all eligible students will be required to complete a **work-based learning, practicum, or community-engaged learning project**. These experiences will blend traditional **WBL/job shadowing** with the mission of EHS to **create a culture where learners can act and think as changemakers**.

StartSOLE offers **scalable, research-backed solutions** that empower teachers, students, and employers to engage in meaningful learning experiences **without adding administrative burden**. StartSOLE will provide structured **inquiry-based learning tools and training**, helping educators integrate **XQ Learner Goals into daily instruction**. Probada will support students in **seamlessly tracking, documenting, and reflecting** on their WBL experiences, ensuring that these **transformative opportunities** are meaningfully connected to their academic and career journeys.

On the next page is a list of support options designed to help EHS implement these initiatives efficiently:

StartSOLE

Let Learning Happen

Category	Description	Cost
Inquiry-Based Learning Toolkit	On Inquiry-Based Learning Toolkit that can be utilized in various classrooms	\$1,200
Ongoing Virtual Coaching for Teachers	Monthly 1-hour sessions for educators	\$5,000
PortfoliOH Schoolwide Access	Annual licence fee (duration: signed contract - 6/26) for use of Pobada Platform	\$5,600
Student Onboarding & Training	Self-guided & live virtual training for students	\$3,000
Custom Digital Reflection Templates	Custom digital templates aligned with XQ Learner Goals	\$2,000
PortfoliOH Community Impact Tracking Module	Custom tracking for Community Improvement course & ETSU partnership	\$4,500
Teacher & ETSU Professor Collaboration Portal	Collaboration portal for real-time feedback on student projects	\$2,500
Skill-Based Student Matching Tool	Matches students' WBL experiences with employer needs	\$3,500
Total of Selected Services	All one time costs listed above and license fees through June 2026	\$27,300
(not included in this quote)		
7/26 forward: optional	Recurring annual license Fee for use beyond end of first year license	\$5,600



Richard VanHuss
Director of Schools

John Hutchins

Assistant Director of Schools- Operations

Dr. Myra Newman

Assistant Director of Schools - Academics

April 8, 2025

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

Dear Mr. Estes:

After the preliminary review of our budget needs for 2025-2026, we are requesting an increase in our 2025-2026 operating allocation in the amount of \$250,000 and one-time funding for two 66-passenger buses in the amount of \$230,000.

The operating increase is necessary to provide pay increases for our support staff. The Tennessee Department of Education provides for increases for teachers. However, we all know that it takes all employees to properly educate children. We need high quality staff to ensure that we maintain the standard of excellence for our students and community.

The one-time funds are necessary to replace retiring buses. We have been able to secure minivans with grants and other funds for small group transportation. The large buses will allow us to continue to operate our regular school day routes.

Thank you for your consideration of our request and for your support for our students.

Sincerely,

Richard VanHuss
Director of Schools

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