

# **ELIZABETHTON CITY SCHOOLS BOARD OF EDUCATION**

## **REGULAR SCHEDULED MEETING**

*Thursday, March 19, 2026, @ 5:30 PM*

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### **Board Members**

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Eddie Pless | Phil Isaacs | Dr. Bob Lewis | Josh Smith | Jamie Schaff  
Helen Hackett (Student Liaison)

The Elizabethton Board of Education will meet on Thursday, March 19, 2026, at 5:30 PM in the Mack Pierce Board Room, 804 South Watauga Ave , Elizabethton, TN 37643.

1. **CALL TO ORDER**
2. **MOMENT OF SILENCE**
3. **PLEDGE TO THE FLAG**
4. **APPROVE CONSENT AGENDA AND REGULAR AGENDA**
5. **TIME FOR CITIZENS TO SPEAK**
6. **SPECIAL RECOGNITION**
  - EHS Murder 101 students**
  - EHS National Speech and Debate Qualifiers**
7. **CONSENT AGENDA**
  - A. Minutes of Regular Meeting: Date February 19, 2026
  - B. Approve General Purpose Fund Financial Statement, Date: February 2026
  - C. Approve Federal Projects Fund Financial Statement, Date: February 2026
  - D. Approve School Nutrition Fund Financial Statement, Date: February 2026
  - E. Approve Dissertation Research request for Lisa Hendricks.
  - F. Approve agreement between Interquest Detection Canines and Elizabethton City Schools for the 2026-2027 school year.
  - G. Approve Corporate Authorization Resolution between Elizabethton Board of Education and Citizens Bank.
  - H. Approve request to close the Escrow Account at Citizens Bank with FieldTurf USA.
  - I. Approve renewal of the Trane Service Agreement for April 1, 2026 - March 31, 2027.
  - J. Approve contract between the State of Tennessee, Central Procurement Office on behalf of the Department of Education and Skyward, INC.
  - K. Approve the Director of Schools to attend the AIMS Conference, April 20–22, 2026 at Fall Creek Falls State Park.
  - L. Approve request for property/equipment--sale/disposal.
8. **REPORT - DIRECTOR OF SCHOOLS/BOARD MEMBERS**

A. Personnel Report

NEW HIRES:

Hannah Decker- Substitute Teacher, eff. 2/13/26  
Molly Harmon- ESP-Student Leader, eff. 2/19/26  
Hannah Burgess- Substitute Teacher, eff. 2/19/26  
Rene McClintock-Educational Assistant @ EHS, eff. 2/25/26  
Kristy Fenner- Academic Tutor @ HME, eff. 3/5/26  
Avery Davis-Assistant Baseball Coach @ EHS, eff. 2/16/2026  
Mouna Youssef-Interim Educational Assistant @ ESE, eff. 3/5/2026  
Brooke Thomsen-Asst. Softball Coach @ EHS, eff. 3/6/2026  
Hannah Askew- Grant Communication Coordinator @ EHS, eff. 3/12/26

ADDITIONAL POSITION:

Vanessa Nanney- Cheerleading Coach @ TAD/EHS, eff. 2/13/26  
Derek Mussard- Assistant Baseball Coach @ TAD, eff. 2/16/26

TRANSFERS:

Matt Swain-Full-time bus driver to substitute bus driver, eff. 3/2/26  
Cathy Blevins-Substitute cook to part-time cook @ ESE, eff. 3/4/26  
Stephanie White-Transition to Work Secretary to Academic Tutor@ TAD, eff. 3/30/26

RESIGNATIONS:

Blake Blevins- Assistant Baseball Coach @ TAD, eff. 2/16/26  
Tyanna Hitechew- Educational Assistant @ TAD, eff. 2/17/26  
Becky Hilton- Cafeteria Personnel @ ESE, eff. 2/25/26  
Eddie Morrell- Head Wrestling Coach @ EHS, eff. 3/10/26

TERMINATIONS:

RETIREMENT:

LEAVE OF ABSENCE:

Ellie Phillips-Teacher @ EHS, eff. 2/16-5/8/2026  
Abigail Pierce-Teacher @ ESE, eff. 2/10-5/28/26  
Colin McHenry-Teacher @ TAD, eff. 3/4-3/19/26  
Barbara Burns- Cafeteria Mgr.@ TAD,eff. 3/13-3/27/26

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

9. **REGULAR AGENDA**

- A. Approve Grant Contract between the State of Tennessee, Tennessee State Museum and Elizabethton City Schools.

10. **FOR YOUR INFORMATION**

11. **NEXT REGULARLY SCHEDULED BOARD MEETING**

The next regularly scheduled Board Meeting will be held on Thursday, April 16, 2026 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

			2025-26	2025-26	2025-26	2025-26	Unencumbered	February 2025-26
	Acct		Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance - YTD Act	Monthly Activity
141 R 40110	000	CURRENT PROPERTY TAX	3,700,000.00	3,700,000.00	1,937,154.69	52.36	1,762,845.31	345,725.62
141 R 40120	000	TRUSTEE'S COLLECTIONS - PRIOR	100,000.00	100,000.00	28,328.78	28.33	71,671.22	5,947.94
141 R 40130	000	CIR CLK/CLK & MASTER COLLECTIO	26,000.00	26,000.00	6,303.49	24.24	19,696.51	604.64
141 R 40140	000	INTEREST AND PENALTY	28,000.00	28,000.00	6,760.71	24.15	21,239.29	1,184.28
141 R 40162	000	PAYMENTS IN LIEU OF TAXES-LOCA	61,000.00	61,000.00	0.00	0.00	61,000.00	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	4,300,000.00	4,300,000.00	1,845,659.66	42.92	2,454,340.34	369,995.01
141 R 40275	000	MIXED DRINK TAX	25,000.00	25,000.00	17,131.61	68.53	7,868.39	128.27
141 R 40320	000	BANK EXCISE TAX	39,000.00	39,000.00	0.00	0.00	39,000.00	0.00
141 R 41110	000	MARRIAGE LICENSES	650.00	650.00	414.05	63.70	235.95	17.47
141 R 43511	000	TUITION - REGULAR DAY STUDENTS	385,000.00	385,000.00	203,895.90	52.96	181,104.10	-740.00
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	268,375.00	268,375.00	128,539.33	47.90	139,835.67	12,545.31
141 R 44110	000	INVESTMENT INCOME	130,000.00	130,000.00	37,248.36	28.65	92,751.64	7,001.14
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	73,847.96	0.00	-73,847.96	-5,100.00
141 R 44990	000	OTHER LOCAL REVENUES	1,000.00	108,800.00	57,655.03	52.99	51,144.97	6,255.03
141 R 46510	000	TISA STATE FUNDING	20,601,732.00	20,601,732.00	14,473,283.95	70.25	6,128,448.05	2,022,799.85
141 R 46513	000	TISA OBP	90,000.00	90,000.00	0.00	0.00	90,000.00	0.00
141 R 46515	000	EARLY CHILDHOOD EDUCATION	487,721.00	469,682.18	241,391.87	51.39	228,290.31	38,918.56
141 R 46550	000	DRIVER EDUCATION	8,500.00	8,500.00	0.00	0.00	8,500.00	0.00
141 R 46590	000	OTHER STATE EDUCATION FUNDS	313,362.00	804,743.00	491,380.80	61.06	313,362.20	0.00
141 R 46596	000	TN PPL	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00
141 R 46610	000	CAREER LADDER PROGRAM	7,374.00	7,374.00	6,173.83	83.72	1,200.17	0.00
141 R 46790	000	OTHER VOCATIONAL	317,497.00	423,717.42	259,366.10	61.21	164,351.32	127,787.67
141 R 46980	000	OTHER STATE GRANTS	0.00	52,833.31	0.00	0.00	52,833.31	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	53,046.00	53,046.00	16,045.85	30.25	37,000.15	3,516.86
141 R 48610	000	DONATIONS	26,400.00	436,700.00	614,319.39	140.67	-177,619.39	196,423.88
141 R 49810	000	CITY GENERAL FUND TRANSFER	2,525,000.00	3,275,000.00	2,072,916.62	63.30	1,202,083.38	0.00
<b>Grand Revenue Totals</b>			<b>33,661,407.00</b>	<b>35,561,902.91</b>	<b>22,517,917.98</b>	<b>63.32</b>	<b>13,043,984.93</b>	<b>3,133,011.53</b>

Number of Accounts: 50

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

Acct	2025-26		2025-26		Unencumbered		February 2025-26
	Original Budget	Revised Budget	FYTD Activity	FYTD %	Balance - YTD Act	Monthly Activity	
141 E 71100 --- ---	REGULAR INSTRUCTION PROGRAM	15,016,698.00	15,401,869.00	8,016,227.83	52.05	7,370,536.55	1,229,366.43
141 E 71200 --- ---	SPECIAL EDUCATION PROGRAM	2,923,270.00	2,975,632.74	1,479,573.63	49.72	1,495,309.20	209,866.34
141 E 71300 --- ---	VOCATIONAL EDUCATION PROGRAM	1,774,265.00	1,971,068.05	1,084,979.51	55.05	850,346.50	160,222.43
141 E 71400 --- ---	STUDENT BODY EDUCATION PROGRAM	519,585.00	602,987.00	531,461.20	88.14	71,525.80	117,661.02
141 E 72110 --- ---	ATTENDANCE	122,100.00	122,702.00	86,057.19	70.14	35,244.81	7,016.63
141 E 72120 --- ---	HEALTH SERVICES	479,851.00	495,431.00	257,291.22	51.93	232,069.72	39,336.39
141 E 72130 --- ---	OTHER STUDENT SUPPORT	1,326,061.00	1,232,796.00	638,012.22	51.75	580,755.71	90,015.79
141 E 72210 --- ---	REGULAR INSTRUCTION PROGRAM	1,353,055.00	1,379,705.00	853,374.33	61.85	520,585.47	124,866.18
141 E 72220 --- ---	SPECIAL EDUCATION PROGRAM	470,390.00	499,408.00	266,375.44	53.34	231,082.56	33,752.43
141 E 72230 --- ---	VOCATIONAL EDUCATION PROGRAM	196,030.00	198,900.00	122,910.80	61.80	75,989.20	16,165.24
141 E 72250 --- ---	TECHNOLOGY	1,013,615.00	1,023,030.00	704,007.54	68.82	304,775.01	87,824.16
141 E 72310 --- ---	BOARD OF EDUCATION	624,380.00	634,790.00	562,247.78	88.57	69,009.40	35,949.18
141 E 72320 --- ---	OFFICE OF THE SUPERINTENDENT	451,350.00	454,825.00	289,352.20	63.62	144,912.95	39,884.87
141 E 72410 --- ---	OFFICE OF THE PRINCIPAL	2,063,970.00	2,094,705.00	1,251,962.29	59.77	842,742.71	163,446.94
141 E 72510 --- ---	FISCAL SERVICES	454,665.00	488,075.00	332,878.01	68.20	152,332.11	33,938.03
141 E 72610 --- ---	OPERATION OF PLANT	2,149,141.00	2,180,751.00	1,447,714.19	66.39	729,191.33	158,937.17
141 E 72620 --- ---	MAINTENANCE OF PLANT	1,261,225.00	1,362,823.31	924,818.08	67.86	212,696.93	116,034.56
141 E 72710 --- ---	TRANSPORTATION	727,000.00	966,295.00	368,106.11	38.09	259,419.44	47,807.69
141 E 73100 --- ---	FOOD SERVICE	38,660.00	71,440.00	55,256.66	77.35	16,183.34	2,886.40
141 E 73300 --- ---	COMMUNITY SERVICES	268,375.00	274,810.00	114,101.02	41.52	156,349.07	5,533.95
141 E 73400 --- ---	EARLY CHILDHOOD EDUCATION	427,721.00	412,360.44	209,780.77	50.87	202,579.67	33,813.87
141 E 76100 --- ---	REGULAR CAPITAL OUTLAY	0.00	2,440,000.00	3,238,811.01	132.74	-858,728.03	770,550.69
<b>Grand Expense Totals</b>		<b>33,661,407.00</b>	<b>37,284,403.54</b>	<b>22,835,299.03</b>	<b>61.25</b>	<b>13,694,909.45</b>	<b>3,524,876.39</b>

Number of Accounts: 783

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

			2025-26	2025-26	2025-26	2025-26	Unencumbered	February 2025-26
<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	106,000.00	106,000.00	41,943.85	39.57	64,056.15	6,462.35
142 R 47189	OCA	EISENHOWER PROF DEVELOPMENT ST	16,000.00	16,000.00	5,842.99	36.52	10,157.01	900.24
142 R 47131	OCP	VOCATIONAL EDUC - BASIC GRANTS	41,276.01	43,230.62	24,754.14	57.26	18,476.48	1,942.62
142 R 47143	OID	SPECIAL EDUCATION - GRANTS TO	724,581.05	724,581.05	373,505.20	51.55	351,075.85	66,525.03
142 R 47145	OPS	SPECIAL EDUCATION PRESCHOOL GR	17,078.99	17,078.99	9,155.64	53.61	7,923.35	1,525.94
142 R 47141	OT1	TITLE 1 GRANTS TO LOCAL EDUC A	936,811.64	936,811.64	305,354.69	32.60	631,456.95	48,288.85
142 R 47590	OT1	OTHER FEDERAL THROUGH STATE	54,538.27	54,538.27	28,411.53	52.09	26,126.74	4,493.00
142 R 47189	OT2	EISENHOWER PROF DEVELOPMENT ST	117,905.78	117,905.78	75,270.41	63.84	42,635.37	6,544.64
142 R 47147	21C	SAFE AND DRUG-FREE SCHOOLS-ST	110,058.75	110,058.75	82,463.95	74.93	27,594.80	10,247.50
142 R 47141	T1N	TITLE 1 GRANTS TO LOCAL EDUC A	500.00	500.00	11,000.00	2,200.00	-10,500.00	1,322.00
Grand Revenue Totals			2,124,750.49	2,126,705.10	957,702.40	45.03	1,169,002.70	148,252.17

Number of Accounts: 10

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

		2025-26	2025-26	2025-26	2025-26	Unencumbered	February 2025-26
	<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 E 71100	--- --- ----- --- REGULAR INSTRUCTION PROGRAM	762,931.88	762,931.88	291,635.51	38.23	468,927.36	58,395.16
142 E 71200	--- --- ----- --- SPECIAL EDUCATION PROGRAM	739,711.70	739,711.70	382,910.41	51.76	356,801.29	67,989.17
142 E 71300	--- --- ----- --- VOCATIONAL EDUCATION PROGRAM	9,500.00	5,755.87	5,755.87	100.00	0.00	0.00
142 E 72130	--- --- ----- --- OTHER STUDENT SUPPORT	126,175.84	131,874.58	40,280.27	30.54	73,131.22	5,271.22
142 E 72210	--- --- ----- --- REGULAR INSTRUCTION PROGRAM	367,404.26	367,404.26	173,974.98	47.35	193,402.12	19,607.77
142 E 72220	--- --- ----- --- SPECIAL EDUCATION PROGRAM	1,948.34	1,948.34	0.00	0.00	1,948.34	0.00
142 E 72230	--- --- ----- --- VOCATIONAL EDUCATION PROGRAM	2,075.00	2,075.00	2,157.70	103.99	-82.70	522.36
142 E 73300	--- --- ----- --- COMMUNITY SERVICES	110,058.75	110,058.75	89,518.48	81.34	20,540.27	12,030.90
142 E 99100	--- --- ----- --- OPERATING TRANSFERS	4,944.72	4,944.72	0.00	0.00	4,944.72	0.00
<b>Grand Expense Totals</b>		<b>2,124,750.49</b>	<b>2,126,705.10</b>	<b>986,233.22</b>	<b>46.37</b>	<b>1,119,612.62</b>	<b>163,816.58</b>

Number of Accounts: 90

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

		2025-26	2025-26	2025-26	2025-26	Unencumbered	February 2025-26	
<u>Acct</u>		<u>Original Budget</u>	<u>Revised Budget</u>	<u>FYTD Activity</u>	<u>FYTD %</u>	<u>Balance - YTD Act</u>	<u>Monthly Activity</u>	
143 R 43522	000	LUNCH PAYMENTS - ADULTS	25,000.00	25,000.00	10,273.30	41.09	14,726.70	1,583.65
143 R 43525	000	A LA CARTE SALES	60,000.00	60,000.00	23,187.82	38.65	36,812.18	2,909.56
143 R 43990	000	OTHER CHARGES FOR SERVICES	12,500.00	12,500.00	2,170.65	17.37	10,329.35	0.00
143 R 44110	000	INVESTMENT INCOME	40,000.00	40,000.00	13,760.28	34.40	26,239.72	1,778.54
143 R 46520	000	SCHOOL FOOD SERVICE	11,000.00	11,000.00	0.00	0.00	11,000.00	0.00
143 R 47111	000	USDA SCHOOL LUNCH PROGRAM	820,000.00	820,000.00	546,101.01	66.60	273,898.99	159,460.25
143 R 47112	000	USDA COMMODITIES	93,500.00	93,500.00	15,406.25	16.48	78,093.75	0.00
143 R 47113	000	USDA BREAKFAST	475,000.00	475,000.00	316,184.96	66.57	158,815.04	90,119.68
143 R 47114	000	USDA - ESP SNACK PROGRAM	25,000.00	25,000.00	10,645.25	42.58	14,354.75	2,579.22
Grand Revenue Totals			1,562,000.00	1,562,000.00	937,729.52	60.03	624,270.48	258,430.90

Number of Accounts: 35

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

		2025-26	2025-26	2025-26	2025-26	Unencumbered	February 2025-26
	<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	1,562,000.00	1,562,000.00	974,981.26	62.42	587,018.74	128,016.93
<hr/> Grand Expense Totals		1,562,000.00	1,562,000.00	974,981.26	62.42	587,018.74	128,016.93

Number of Accounts: 79

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

## **Request for Research in Elizabethton City Schools**

Lisa Cortez Hendricks  
Michigan State University  
[cortezli@msu.edu](mailto:cortezli@msu.edu)  
808-221-0781

### **Purpose and Objectives of Study:**

The purpose of this study is to examine K-3 teachers' use of formative assessment, differentiated instruction, and small group reading instruction through the use of a national survey and focus groups. This study is being conducted because using formative assessment(s) to inform small group reading instruction allows teachers to 1) systematically identify students' reading strengths and needs, 2) group students together who have similar reading needs, 3) differentiate reading instruction to meet the needs of all students, and 4) ensure that all students in the class, whether performing above, at, or below grade level, receive appropriate reading instruction.

This study asks three research questions:

1. What knowledge do K-3 teachers have about differentiation, formative assessment, and instructional practices related to small group reading instruction?
2. What are K-3 teachers' values and beliefs about differentiation, formative assessment, and small group reading instruction?
3. How often do K-3 teachers report engaging in small group instruction, what instructional practices do they report using, and for what purposes?

### **Description of Research Design and Methodology:**

#### **Methods**

This study uses a quantitative national survey, supported by qualitative focus groups, to explore how teachers use formative assessments to differentiate their small group instruction. A survey is appropriate for this research because "there is no better method of research than the sample survey process for determining ... detailed and personal information about large populations" (Rea & Parker, 2014, p. 5) like teachers and their instructional practices. A survey will allow me to systematically collect quantitative information (Groves et al., 2009) from a sample to analyze and then make inferences about the larger early elementary teaching population (Rea & Parker, 2014). The focus groups will involve semistructured discussions about literacy instruction with groups of K-3 teachers (Rea & Parker, 2014). This will allow me to ask a smaller set of teachers more specific, open-ended questions that cannot be reliably answered on the survey. Teachers' responses will help identify underlying patterns that exist in the survey data (Rea & Parker, 2014).

Conducting a survey and holding focus groups are the most appropriate methodologies for this study because I will be able to collect both quantitative and qualitative data. This will allow me to better understand what general practices K-3 use, but will also allow me to understand how a

smaller group of teachers use these practices in depth. I will also be able to corroborate data points using both types of data (Merriam & Tisdell, 2016; Saldaña, 2025).

## **Data Collection**

### ***Survey***

I will utilize an electronic, web-based survey. The survey will ask teachers to provide their consent for participating in the survey. Once teachers provide their consent, they will be asked questions about their demographics, and their use of differentiation, formative assessment, and small group reading instruction. The final question will ask if they are interested in participating in a follow-up focus group.

The survey will be piloted with 50 teachers from across the country. I will purposely sample 50 teachers from across the country for the pilot, aiming to get a representative sample of teachers who represent the larger teaching population. Teachers will be provided with \$5 gift cards for their participation in the pilot, that will be distributed at the end of survey data collection.

After the pilot study results are reviewed and necessary revisions are made, the survey will be distributed nationwide to K-3 teachers. Every completed 25th survey response will be provided with a \$25 digital gift card that will be disbursed at the end of data collection. Gift cards will be provided for every 25 responses, up until the 500th response.

### ***Focus Groups***

I will conduct at least four focus groups with K-3 teachers. Each focus group will have six to eight participants. Participants will be volunteer teachers who indicated interest on their survey. I will review teachers' survey responses and teachers' demographics, to identify teachers who represent a wide range of grade levels, demographics, and instructional knowledge. I will hold focus groups that include teachers nationwide as well as focus groups that only include teachers from Michigan, so that the focus group data can be used alongside the survey data. Each teacher who participates in a focus group will be provided with a \$50 gift card for their time. Gift cards will be distributed after the completion of the focus groups.

### **Population to be involved:**

K-3 teachers who teach reading. I am requesting the email addresses of K-3 teachers who provide reading instruction.

### **Anticipated Timeline:**

February 2026

- Gather teacher emails
- Revise survey

March 2026

- Gather teacher emails
- Revise survey based on expert reviewer feedback
- Conduct cognitive interviews with 8 teachers

- Transcribe and analyze cognitive interviews
- Revise survey based on cognitive interview feedback

April 2026

- Gather teacher emails
- Finalize survey, based on all feedback, by final week

May 2026

- Pilot survey early-mid May 2026
- Review initial findings
- Fully launch survey- mid-late May 2026

June 2026

- Data collection
- Focus Groups
- Begin data analysis

August 2026 - February 2027

- Data analysis
- Dissemination

**Any data collection instruments to be used:**

Please see attached. This is still in draft form and should not be distributed. If desired, a final copy of the survey can be shared with you before distribution.

**An explanation of how staff confidentiality will be protected:**

Emails from staff will be collected for two purposes only: to reach out to staff who are interested in participating in follow-up focus groups and to distribute gift cards to eligible participants. Survey data and focus group data will not be associated with teacher email addresses and will be anonymous. No identifying information will be collected.

**Documentation of IRB approval:**

Please see attached

**All Survey & Focus Group Questions - with Analysis and Rationale**

Demographic Questions
1. What is your email address? (optional)
2. What grade level did you teach during the 20XX-20XX school year? a. Kindergarten b. First Grade c. Second Grade d. Third Grade e. Other (i.e., SPED, ESL, interventionist, literacy coach) (screen out) f. I did not teach during the 20XX- 20XX school year (screen out)
3. Do you teach reading? a. Yes, to my class only b. Yes, to students from my classroom and students in other classes at the same grade level c. Yes, to students in different classrooms at other grade levels (screen out) d. No, I don't teach reading (screen out)
4. In which state do you currently teach? (aggregate by region post-survey)
5. In what area do you teach? a. City b. Suburb c. Town d. Rural
6. Which of the following best describes your school?

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- a. Traditional Public
- b. Charter /Public Charter
- c. Private

7. Is your school a Title I school?

- a. Yes
- b. No
- c. I don't know

8. What percentage of students at your school qualify for free or reduced price lunch?

- a. Less than 25%
- b. 26-50%
- c. 51-75%
- d. 76-100%

9. How many years of total teaching experience do you have (including this year)? Please select one.

- a. 1-5 years
- b. 6-10 years
- c. 11-15 years
- d. 16-20 years
- e. 20-25 years
- f. 26+ years

10. What is your highest level of education?

- a. Associate's degree
- b. Associate's degree +
- c. Bachelor's degree
- d. Bachelor's degree +
- e. Master's degree

- f. Master's degree +
- g. Ed.D or Ph.D

11. How do you identify? (Please select all that apply.)

- a. American Indian/Alaska Native
- b. Asian
- c. Asian/Pacific Islander
- d. Black
- e. Hispanic
- f. Native Hawaiian/Other Pacific Islander
- g. Two or More Races
- h. White
- i. Other (please specify):
- j. I prefer not to respond

12. How do you identify? (Please check all that apply):

- a. Woman
- b. Man
- c. Transgender
- d. Non-binary/non-conforming
- e. I prefer not to respond

**Knowledge Questions**

**Survey Item**

What is the purpose of small group instruction? (select all that apply)

- To differentiate instruction
- To repeat whole group lessons

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To support behavior management  
To support students who are struggling  
To focus on code-based learning  
To focus on meaning-based learning  
To focus on both code- and meaning-based learning

Small group instruction is beneficial for: (select all that apply)

All students  
Students reading above gl  
Students reading at gl  
Students reading below  
Students who need additional time  
Students with behavior challenges  
Students with special needs  
Students who need to be academically challenged

What is the recommended frequency for meeting with students who read below grade level?

1x/week  
3-5x/week  
Daily

Students reading below grade level should receive reading instruction from:

The interventionist/reading specialist only  
The regular ed teacher only  
The regular ed teacher and the interventionist/reading specialist

All students benefit from SG reading instruction.

(strongly disagree, disagree, agree, strongly agree)

Only students reading below grade level benefit from SG reading instruction.

(strongly disagree, disagree, agree, strongly agree)

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Students in Tier 1 need as much small group instruction as students in Tiers 2 and 3.

(strongly disagree, disagree, agree, strongly agree)

The purpose of small group instruction is: (select all that apply)

- Differentiate instruction
- Meet students' individual needs
- Provide additional instruction to students who are struggling
- Provide the same instruction to smaller groups of students
- Reteach whole class instruction to a smaller number of students
- Support classroom management

Small group instruction is most effective when everyone: (select all that apply)

- Focuses on sounding out words
- Focuses on the meaning of the text
- Is coached by the teacher
- Practices the same strategy
- Reads and discusses a text
- Reads a text of the same difficulty
- Reads silently
- Reads the text at the same time
- Receives explicit instruction
- Works on their own skill

Differentiated instruction is beneficial for: (select all that apply)

- All students
- Students reading above gl
- Students reading at gl
- Students reading below gl
- Students who need additional time
- Students with disabilities

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While reading, some students read the text by themselves while other students listen to an audio version of the text. This is an example of what kind of differentiation?

- Content
- Environment
- Process
- Product
- Not Differentiation

During word study, some students practice words with the short e pattern and some students practice words with the “ch” pattern. This is an example of what kind of differentiation?

- Content
- Environment
- Process
- Product
- Not Differentiation

During science class, students are creating a picture of a frog’s life cycle. Some students use crayons, some use markers, and others use colored pencils. This is an example of what kind of differentiation?

- Content
- Environment
- Process
- Product
- Not Differentiation

After a read aloud, students are asked to think about the character traits of the main character. Students may draw the character and label the traits or talk with a friend about the character traits. This is an example of what kind of differentiation?

- Content
- Environment
- Process
- Product
- Not Differentiation

Hendricks - DRAFT Survey Questions - NOT FOR DISTRIBUTION

Formative assessment is defined as: (select all that apply)

- Data that shows what a student has learned.
- Data that helps inform future learning.
- Data that identifies learning gaps.
- Data that indicates readiness for a new skill.
- Data collected at regular intervals.

Examples of formative assessment include: (yes/no)

- Report Cards
- Conferences with students
- End of chapter test
- Running Record
- Anecdotal Records
- Exit Ticket
- Oral Reading Fluency assessment
- STAR/MAP/iReady

Formative assessment can identify students' reading needs.

- Yes
- Unsure
- No

What is the most effective way to form small groups? (select all that apply)

- Allowing students to self-select their group
- Grouping by book clubs
- Grouping by differing interests
- Grouping by similar interests
- Grouping by skill need
- Grouping by student ability
- Sorting students by low, middle, and high
- Using assessment data
- Using student interests

Hendricks - DRAFT Survey Questions - NOT FOR DISTRIBUTION

<p>The best text for small group instruction is one that: (select all that apply)</p> <p>Aligns with the day's teaching point Follows a scope and sequence Is student selected Is teacher selected The student can read with 98%+ accuracy (independent level) The student can read with 95-98% accuracy (instructional level) The student can read with &lt;95% accuracy (frustration level)</p>
<p>Kindergarten and first grade students should only read decodable texts</p> <p>Yes/No</p>
<p>The decodable texts that students read should only include phonetic patterns and high frequency words that students have been previously taught.</p> <p>Yes/No</p>
<p>Leveled texts are aligned with the skills that students need to learn at each grade level.</p> <p>Yes/No</p>
<p>Students need to master one level of text before moving on to the next level of text.</p> <p>Yes/No</p>
<p style="text-align: center;"><b>Teacher Values</b></p>
<p style="text-align: center;"><b>Survey Item</b></p>
<p>I am confident in my ability to differentiate my reading instruction.</p> <p>(never (0%), rarely (1-25%), occasionally (26-50%), frequently (51-75%), consistently (76-99%), always (100%))</p>

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It is important to use decodable texts during SGI.

(not important, somewhat important, important, very important)

It is important to use leveled texts during SGI.

(not important, somewhat important, important, very important)

It is important to use informational texts during SGI

(not important, somewhat important, important, very important)

It is important to use digital texts during SGI.

(strongly disagree, disagree, agree, strongly agree)

How important are each of the following in your small group reading instruction?

(not important, somewhat important, important, very important)

Helping struggling readers

Offering enrichment

Making kids fall in love with books

Collaborative work

Book discussions

Improving reading skills

Meeting students' individual needs

Reading aloud

Acting on student data

Independent reading time

Student choice

Children's literature

Conferencing

Differentiating instruction

I think the time and effort spent on SGI is worth it.

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(strongly disagree, disagree, agree, strongly agree)

The benefits of SGI outweigh the time and effort required for planning and management.

(strongly disagree, disagree, agree, strongly agree)

**Teacher Practice**

**Survey Item**

During a typical school day, how many small groups (3-5 students) do you use to teach reading?

(0, 1, 2, 3, 4, 5+)

How many times per week do you provide SGI for each group of students? (matrix) (Categories may overlap)

Students receiving SPED services  
Students in Tier 2  
MLLs

Students reading:  
Well-below grade level  
Below grade level  
At grade level  
Above grade level

(never, less than 1x/week, 1x/week, 2-3x/week, 4x/week, daily)

How often does your small group instruction vary from small group to small group?

(never (0%), rarely (1-25%), occasionally (26-50%), frequently (51-75%), consistently (76-99%), always (100%))

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To what extent do you find each of the following a barrier to differentiating your small group reading instruction?

(not a barrier, minor barrier, moderate barrier, significant barrier, extreme barrier)

Knowledge on how to differentiate  
Materials to differentiate  
Instructional resources  
Planning time  
Instructional time  
Other:

How often do you provide different instruction to each small group you teach?

(never, less than 1x/week, 1x/week, 2-3x/week, 4x/week, daily)

How often do you use a variety of teaching strategies to meet the needs of all of your students?

(never, less than 1x/week, 1x/week, 2-3x/week, 4x/week, daily)

Do you collect formative assessment data on reading?

yes/no

**(3 questions)**

What formative assessment data related to reading do you collect? (select all that apply).

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Do you use the listed assessments to form your small groups? (yes/no)

Do you use the listed assessments to inform your small group instruction? (yes/no)

NWEA/MAP  
STAR  
iReady  
DIBELS  
Acadience  
AimsWeb  
F&P Benchmark Assessment  
Running Record  
Decoding inventory  
Spelling inventory  
Oral Reading Fluency  
Sight Word List  
Work Samples  
Exit ticket  
Reading conference with student  
Anecdotal records  
Other

How often do you collect FA reading data?

(never, less than 1x/week, 1x/week, 2-3x/week, 4x/week, daily)

During a typical school week, how often do you use formative assessment to inform/ make decisions about your small group reading instruction?

(never (0%), rarely (1-25%), occasionally (26-50%), frequently (51-75%), consistently (76-99%), always (100%))

I use FA to group my students for SGI.

(never (0%), rarely (1-25%), occasionally (26-50%), frequently (51-75%), consistently (76-99%), always (100%))

Hendricks - DRAFT Survey Questions - NOT FOR DISTRIBUTION

I use FA to plan my reading SGI.

(never (0%), rarely (1-25%), occasionally (26-50%), frequently (51-75%), consistently (76-99%), always (100%))

I adjust my reading instruction based on the results of formative assessment.

(never (0%), rarely (1-25%), occasionally (26-50%), frequently (51-75%), consistently (76-99%), always (100%))

I provide my students with feedback about their reading, based on the results of formative assessment.

(never (0%), rarely (1-25%), occasionally (26-50%), frequently (51-75%), consistently (76-99%), always (100%))

I use formative assessments to monitor my students' reading progress.

(never (0%), rarely (1-25%), occasionally (26-50%), frequently (51-75%), consistently (76-99%), always (100%))

I am confident in my ability to use FA data when providing SGI.

(never (0%), rarely (1-25%), occasionally (26-50%), frequently (51-75%), consistently (76-99%), always (100%))

To what extent do you find each of the following a barrier to using formative assessment when providing small group reading instruction?

(Matrix: not a barrier, minor barrier, moderate barrier, significant barrier, extreme barrier)

Knowledge on what assessments to use

Knowledge on what data to collect

Knowledge on how to analyze data

Knowledge on what information to use for planning

Knowledge about progress monitoring

Time to assess students

Hendricks - DRAFT Survey Questions - NOT FOR DISTRIBUTION

Time to collect data  
Time to review and analyze data  
Time to create lessons based on analyzed data  
Time to progress monitor

What curricular materials do you use for small group instruction (check all that apply):

DRI  
LLI  
UFLI  
99% group  
Reading Recovery  
Literacy Footprints  
Fountas and Pinnell  
Materials provided with my Tier 2/Basal curriculum (please specify)  
Teachers pay teachers  
Heggerty  
I create my own

Consider all of your small group reading instruction. How often do you focus on each of these aspects of literacy development?

(Matrix: phonemic awareness, phonics/decoding, spelling, fluency, vocabulary, comprehension, writing)

(never (0%), rarely (1-25%), occasionally (26-50%), frequently (51-75%), consistently (76-99%), always (100%))

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How important is it to address each area of literacy within your small group reading instruction?

(phonemic awareness, phonics, spelling, fluency, vocabulary, comprehension, writing)

(not important, somewhat important, important, very important)

What texts, if any, do your students read during small group instruction (check all that apply):

(decodable books, predictable books, leveled texts, printed texts, digital books, informational books, fluency passages, basal reader).

While the teacher is working with a small group of students, what activities are the other students in the class involved in? (select all that apply)

Handwriting practice

Rereading a text

Reading print texts independently

Reading digital texts independently

Reading a text with a partner

Listening to a text

Playing a digital game

Completing a reading worksheet

Completing a writing worksheet

Completing a math worksheet

Writing independently

Reading/writing the room

Talking about text

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Working with another adult on literacy tasks  
Working with another adult on non-literacy tasks  
Working with literacy-related manipulatives  
Working with non-literacy-related manipulatives  
Working with words  
Writing in response to reading

While you are teaching small groups, how often are other students engaged in work that is differentiated to meet their individual needs?

(never (0%), rarely (1-25%), occasionally (26-50%), frequently (51-75%), consistently (76-99%), always (100%))

While teaching, how often are your other students engaged in meaningful work?

(never (0%), rarely (1-25%), occasionally (26-50%), frequently (51-75%), consistently (76-99%), always (100%))

Within your small group instruction across the week, how often do you engage students in the following literacy practices?

(never, less than once per month, 1-3x/month, once per week, more than once per week, daily)

Reading print texts independently  
Reading digital texts independently  
Reading print/digital texts with teacher support  
Reading a text with a partner  
Listening to a text read aloud by the teacher  
Chorally reading a text with peers or the teacher  
Popcorn reading  
Round Robin Reading  
Writing about a text  
Talking about a text

**Focus Group Questions**

**Survey Item**

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Why do you choose the texts you do for small group reading instruction?
What do you hope students will gain by working with you during this time?
How often do you provide SGI for students below, at, and above grade level? How do you make those planning decisions?
How does your instruction vary from small group to small group? (open-ended)
What reading formative assessment data do you collect? *Define formative assessment
How do you use formative assessment data to group your students for small group reading instruction? If you don't use FA data, how do you group your students?
How do you use formative assessment data to make instructional decisions related to small group reading instruction?
What resources do you use for SGI to differentiate your instruction? (open-ended)
While the teacher is working with a small group of students, what are the other students in the class doing? Is the work engaging? Is the work differentiated to meet individual students' needs?
Why do you meet with small groups of students for reading instruction?

Thank you for participating in this study!

DRAFT

**MICHIGAN STATE**  
**UNIVERSITY**

**EXEMPT DETERMINATION**  
**Revised Common Rule**

February 17, 2026

To: Laura Tortorelli

Re: **MSU Study ID:** STUDY202600081  
**Principal Investigator:** Laura Tortorelli  
**Category:** Exempt 2ii  
**Exempt Determination Date:** 2/17/2026  
**Limited IRB Review:** Not Required.

Title: Supporting Students' Diverse Reading Needs Using Formative Assessment and Differentiated Instruction in Tier 1 Small Groups

This study has been determined to be exempt under 45 CFR 46.104(d) 2ii.

**Principal Investigator (PI) Responsibilities:** The PI assumes the responsibilities for the protection of human subjects in this study as outlined in Human Research Protection Program (HRPP) Manual Section 8-1, Exemptions.

**Continuing Review:** Exempt studies do not need to be renewed.

**Modifications:** In general, investigators are not required to submit changes to the Michigan State University (MSU) Institutional Review Board (IRB) once a research study is designated as exempt as long as those changes do not affect the exempt category or criteria for exempt determination (changing from exempt status to expedited or full review, changing exempt category) or that may substantially change the focus of the research study such as a change in hypothesis or study design. See HRPP Manual Section 8-1, Exemptions, for examples. If the study is modified to add additional sites for the research, please note that you may not begin the research at those sites until you receive the appropriate approvals/permissions from the sites.

Please contact the HRPP office if you have any questions about whether a change must be submitted for IRB review and approval.

**New Funding:** If new external funding is obtained for an active study that had been determined exempt, a new initial IRB submission will be required, with limited exceptions. If you are unsure if a new initial IRB submission is required, contact the HRPP office. IRB review of the new submission must be completed before new funds can be spent on human research activities, as the new funding source may have additional or different requirements.



**HUMAN  
RESEARCH  
PROTECTION  
PROGRAM**

Office of  
Research  
Regulatory Support

Collins Road Office Complex  
4000 Collins Road  
Lansing, MI 48910

517-355-2180  
IRB@msu.edu

**Reportable Events:** If issues should arise during the conduct of the research, such as unanticipated problems that may involve risks to subjects or others, or any problem that may increase the risk to the human subjects and change the category of review, notify the IRB office promptly. Any complaints from participants that may change the level of review from exempt to expedited or full review must be reported to the IRB. Please report new information through the study's workspace and contact the IRB office with any urgent events. Please visit the Human Research Protection Program (HRPP) website to obtain more information, including reporting timelines.

**Personnel Changes:** After determination of the exempt status, the PI is responsible for maintaining records of personnel changes and appropriate training. The PI is not required to notify the IRB of personnel changes on exempt research. However, he or she may wish to submit personnel changes to the IRB for recordkeeping purposes (e.g. communication with the Graduate School) and may submit such requests by submitting a Modification request. If there is a change in PI, the new PI must confirm acceptance of the PI Assurance form and the previous PI must submit the Supplemental Form to Change the Principal Investigator with the Modification request (available at [hrpp.msu.edu](http://hrpp.msu.edu)).

**Closure:** Investigators are not required to notify the IRB when the research study can be closed. However, the PI can choose to notify the IRB when the study can be closed and is especially recommended when the PI leaves the university. Closure indicates that research activities with human subjects are no longer ongoing, have stopped, and are complete. Human research activities are complete when investigators are no longer obtaining information or biospecimens about a living person through interaction or intervention with the individual, obtaining identifiable private information or identifiable biospecimens about a living person, and/or using, studying, analyzing, or generating identifiable private information or identifiable biospecimens about a living person.

**For More Information:** See HRPP Manual, including Section 8-1, Exemptions (available at [hrpp.msu.edu](http://hrpp.msu.edu)).

**Contact Information:** If we can be of further assistance or if you have questions, please contact us at 517-355-2180 or via email at [IRB@msu.edu](mailto:IRB@msu.edu). Please visit [hrpp.msu.edu](http://hrpp.msu.edu) to access the HRPP Manual, templates, etc.

**Exemption Category.** The full regulatory text from 45 CFR 46.104(d) for the exempt research categories is included below. <sup>1234</sup>

**Exempt 1.** Research, conducted in established or commonly accepted educational settings, that specifically involves normal educational practices that are not likely to adversely impact students' opportunity to learn required educational content or the assessment of educators who provide instruction. This includes most research on regular and special education instructional strategies, and research on the effectiveness of or the comparison among instructional techniques, curricula, or classroom management methods.

**Exempt 2.** Research that only includes interactions involving educational tests (cognitive, diagnostic, aptitude, achievement), survey procedures, interview procedures, or observation of public behavior (including visual or auditory recording) if at least one of the following criteria is met:

(i) The information obtained is recorded by the investigator in such a manner that the identity of the human subjects cannot readily be ascertained, directly or through identifiers linked to the subjects;

(ii) Any disclosure of the human subjects' responses outside the research would not reasonably place the subjects at risk of criminal or civil liability or be damaging to the subjects' financial standing, employability, educational advancement, or reputation; or

(iii) The information obtained is recorded by the investigator in such a manner that the identity of the human subjects can readily be ascertained, directly or through identifiers linked to the subjects, and an IRB conducts a limited IRB review to make the determination required by 45 CFR 46.111(a)(7).

**Exempt 3.** (i) Research involving benign behavioral interventions in conjunction with the collection of information from an adult subject through verbal or written responses (including data entry) or audiovisual recording if the subject prospectively agrees to the intervention and information collection and at least one of the following criteria is met:

(A) The information obtained is recorded by the investigator in such a manner that the identity of the human subjects cannot readily be ascertained, directly or through identifiers linked to the subjects;

(B) Any disclosure of the human subjects' responses outside the research would not reasonably place the subjects at risk of criminal or civil liability or be damaging to the subjects' financial standing, employability, educational advancement, or reputation; or

(C) The information obtained is recorded by the investigator in such a manner that the identity of the human subjects can readily be ascertained, directly or through identifiers linked to the subjects, and an IRB conducts a limited IRB review to make the determination required by 45 CFR 46.111(a)(7).

(ii) For the purpose of this provision, benign behavioral interventions are brief in duration, harmless, painless, not physically invasive, not likely to have a significant adverse lasting impact on the subjects, and the investigator has no reason to think the subjects will find the interventions offensive or embarrassing. Provided all such criteria are met, examples of such benign behavioral interventions would include having the subjects play an online game, having them solve puzzles under various noise conditions, or having them decide how

to allocate a nominal amount of received cash between themselves and someone else.

(iii) If the research involves deceiving the subjects regarding the nature or purposes of the research, this exemption is not applicable unless the subject authorizes the deception through a prospective agreement to participate in research in circumstances in which the subject is informed that he or she will be unaware of or misled regarding the nature or purposes of the research.

**Exempt 4.** Secondary research for which consent is not required: Secondary research uses of identifiable private information or identifiable biospecimens, if at least one of the following criteria is met:

(i) The identifiable private information or identifiable biospecimens are publicly available;

(ii) Information, which may include information about biospecimens, is recorded by the investigator in such a manner that the identity of the human subjects cannot readily be ascertained directly or through identifiers linked to the subjects, the investigator does not contact the subjects, and the investigator will not re-identify subjects;

(iii) The research involves only information collection and analysis involving the investigator's use of identifiable health information when that use is regulated under 45 CFR parts 160 and 164, subparts A and E, for the purposes of "health care operations" or "research" as those terms are defined at 45 CFR 164.501 or for "public health activities and purposes" as described under 45 CFR 164.512(b); or

(iv) The research is conducted by, or on behalf of, a Federal department or agency using government-generated or government-collected information obtained for nonresearch activities, if the research generates identifiable private information that is or will be maintained on information technology that is subject to and in compliance with section 208(b) of the E-Government Act of 2002, 44 U.S.C. 3501 note, if all of the identifiable private information collected, used, or generated as part of the activity will be maintained in systems of records subject to the Privacy Act of 1974, 5 U.S.C. 552a, and, if applicable, the information used in the research was collected subject to the Paperwork Reduction Act of 1995, 44 U.S.C. 3501 et seq.

**Exempt 5.** Research and demonstration projects that are conducted or supported by a Federal department or agency, or otherwise subject to the approval of department or agency heads (or the approval of the heads of bureaus or other subordinate agencies that have been delegated authority to conduct the research and demonstration projects), and that are designed to study, evaluate, improve, or otherwise examine public benefit or service programs, including procedures for obtaining benefits or services under those programs, possible changes in or alternatives to those programs or procedures, or possible changes in methods or levels of payment for benefits or services under those programs. Such projects

include, but are not limited to, internal studies by Federal employees, and studies under contracts or consulting arrangements, cooperative agreements, or grants. Exempt projects also include waivers of otherwise mandatory requirements using authorities such as sections 1115 and 1115A of the Social Security Act, as amended. (i) Each Federal department or agency conducting or supporting the research and demonstration projects must establish, on a publicly accessible Federal Web site or in such other manner as the department or agency head may determine, a list of the research and demonstration projects that the Federal department or agency conducts or supports under this provision. The research or demonstration project must be published on this list prior to commencing the research involving human subjects.

**Exempt 6.** Taste and food quality evaluation and consumer acceptance studies:

(i) If wholesome foods without additives are consumed, or (ii) If a food is consumed that contains a food ingredient at or below the level and for a use found to be safe, or agricultural chemical or environmental contaminant at or below the level found to be safe, by the Food and Drug Administration or approved by the Environmental Protection Agency or the Food Safety and Inspection Service of the U.S. Department of Agriculture.

**Exempt 7.** Storage or maintenance for secondary research for which broad consent is required: Storage or maintenance of identifiable private information or identifiable biospecimens for potential secondary research use if an IRB conducts a limited IRB review and makes the determinations required by 45 CFR 46.111(a)(8).

**Exempt 8.** Secondary research for which broad consent is required: Research involving the use of identifiable private information or identifiable biospecimens for secondary research use, if the following criteria are met:

(i) Broad consent for the storage, maintenance, and secondary research use of the identifiable private information or identifiable biospecimens was obtained in accordance with 45 CFR 46.116(a)(1) through (4), (a)(6), and (d);

(ii) Documentation of informed consent or waiver of documentation of consent was obtained in accordance with 45 CFR 46.117;

(iii) An IRB conducts a limited IRB review and makes the determination required by 45 CFR 46.111(a)(7) and makes the determination that the research to be conducted is within the scope of the broad consent referenced in paragraph (d)(8)(i) of this section; and

(iv) The investigator does not include returning individual research results to subjects as part of the study plan. This provision does not prevent an investigator from abiding by any legal requirements to return individual research results.

<sup>1</sup>Exempt categories (1), (2), (3), (4), (5), (7), and (8) cannot be applied to activities that are FDA-regulated.

<sup>2</sup> Each of the exemptions at this section may be applied to research subject to subpart B (Additional Protections for Pregnant Women, Human Fetuses and Neonates Involved in Research) if the conditions of the exemption are met.

<sup>3</sup> The exemptions at this section do not apply to research subject to subpart C (Additional Protections for Research Involving Prisoners), except for research aimed at involving a broader subject population that only incidentally includes prisoners.

<sup>4</sup> Exemptions (1), (4), (5), (6), (7), and (8) of this section may be applied to research subject to subpart D (Additional Protections for Children Involved as Subjects in Research) if the conditions of the exemption are met. Exempt (2)(i) and (ii) only may apply to research subject to subpart D involving educational tests or the observation of public behavior when the investigator(s) do not participate in the activities being observed. Exempt (2)(iii) may not be applied to research subject to subpart D.

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

This shall serve as an agreement by and between Interquest Detection Canines® and the DISTRICT for substance awareness and detection services for the period of August 2026 through May 2027.

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

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

INTERQUEST agrees to provide **# 1 0 h a l f d a y** visits for the contract period (between August 2026 through May 2027). The DISTRICT may increase the total number of visits by notifying INTERQUEST in writing. **Each half day visit will be \$300.00.** Multiple canine teams will be charged on a per team basis. DA required court testimony on behalf of the DISTRICT will be charged at the same rate. INTERQUEST will invoice for service on a monthly basis at the conclusion of the service month. The DISTRICT agrees to pay for services within thirty (30) days of receipt of such invoice.

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

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

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

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

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

Rocky S. Montgomery  
President – Interquest Detection Canines of Tennessee

# Corporate Authorization Resolution

**BANK NAME:**

**CITIZENS BANK  
PO BOX 1900  
ELIZABETHTON TN 37644-1900**

**CORPORATION NAME:**

ELIZABETHTON BOARD OF EDUCATION  
804 S WATAUGA AVE  
ELIZABETHTON, TN 37643

I, CINDY WALKER, certify that I am Secretary (clerk) of the above-named corporation organized under the laws of TENNESSEE. The Federal Employer I.D. Number is 62-0730716, engaged in business under the trade name of ELIZABETHTON BOARD OF EDUCATION, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on 03/19/2026. These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

**Agents.** Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

**Name and Title or Position**

**Signature**

**Facsimile Signature  
(if used)**

- |   |       |       |
|---|-------|-------|
| A. <u>EDDIE PLESS - BOARD CHAIR</u>       | _____ | _____ |
| B. <u>PHIL ISAACS - BOARD MEMBER</u>      | _____ | _____ |
| C. <u>ROBERT LEWIS - BOARD MEMBER</u>     | _____ | _____ |
| D. <u>JAMIE SCHAFF - BOARD VICE CHAIR</u> | _____ | _____ |
| E. <u>JOSH SMITH - BOARD MEMBER</u>       | _____ | _____ |
| F. _____                                  | _____ | _____ |

**Powers Granted.** (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
_____	(1) Exercise all of the powers listed in this resolution.	_____
A, B, C, D, E	(2) Open any deposit or share account(s) in the name of the Corporation.	2
A, B, C, D, E	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	2
_____	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	_____
_____	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	_____
_____	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	_____
_____	(7) Other:	_____

**Limitations on Powers.** The following are the Corporation's express limitations on the powers granted under this resolution.

### Resolutions

The Corporation named on this resolution resolves that,

- (1) The Financial Institution is designated as a depository for the funds of the Corporation and to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Board of Directors of the Corporation and certified to the Financial Institution as governing the operation of this corporation's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation. Any Agent, so long as they act in a representative capacity as an Agent of the Corporation, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated on page one, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.

- (4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Corporation with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
- (5) The Corporation agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Corporation. The Corporation authorizes the Financial Institution, at any time, to charge the Corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
- (6) The Corporation acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.
- (7) The Corporation acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Corporation with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Corporation authorizes each Agent to have custody of the Corporation's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

**Pennsylvania.** The designation of an Agent does not create a power of attorney; therefore, Agents are not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code) unless the agency was created by a separate power of attorney. Any provision that assigns Financial Institution rights to act on behalf of any person or entity is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code).

**Effect on Previous Resolutions.** This resolution supersedes resolution dated 01/21/2021 . If not completed, all resolutions remain in effect.

**Certification of Authority**

I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions stated above and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

\_\_\_\_\_ If checked, the Corporation is a non-profit corporation.

In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on \_\_\_\_\_ (date).

\_\_\_\_\_  
*Secretary*

\_\_\_\_\_  
*Attest by One Other Officer*

---

**For Financial Institution Use Only**

Acknowledged and received on \_\_\_\_\_ (date) by \_\_\_\_\_ (initials)

D This resolution is superseded by resolution dated \_\_\_\_\_

**Comments:**



Trane U.S. Inc.  
10384 Wallace Alley Street  
Kingsport, TN 37663  
Phone: (423) 224-1150  
Fax: (423) 224-1151  
Service Contact: (800) 842-4826

March 02, 2026

Richie Burrow  
Elizabethton City Schools  
804 SOUTH WATAUGA AVENUE  
Elizabethton, TN 37643-3764  
(423) 547-8000

Site Address:  
Refer to the Site Coverage Page

**ATTENTION:** Richie Burrow

**SUBJECT:** Continuation of Service Agreement

Your Trane Service Agreement is scheduled for renewal on April 1, 2026. To assure that there will be no interruption of service and benefits to Elizabethton City Schools your Service Agreement will be extended through March 31, 2027. The adjusted Service Fees for the renewal term for all sites is set forth in the following table:

Contract Year	Annual Amount - All Sites USD	Payment USD	Payment Term
Year 1	19,689.69	19,689.69	Annual

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

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

Anticipation Discount Program (ADP). A one-time **3.25%** 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 **\$639.91 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.

**SCOPE OF SERVICE**

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

**TERMS & CONDITIONS**

Terms & Conditions for the renewal period are attached.

**CLARIFICATIONS**

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

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

Sincerely,



Robert Campbell  
Service Account Manager  
**TRANE**

**TARIFFS**

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company’s control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

CUSTOMER ACCEPTANCE
_____
Authorized Representative
_____
Printed Name
_____
Title
_____
Purchase Order
_____
Acceptance Date
Trane’s License Number: TN23034

The Initial Term of this Service Agreement is 1 year, beginning April 1, 2026.  
Total Contract Amount: \$19,689.69 USD.



# 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



## 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

## 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' 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. Federal Requirements.** The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

**20. Export Laws.** The obligation of Company to supply Equipment and/or Services under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment and/or Services are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment and/or Services to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

**21. 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.

**22. 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 (0325)  
Supersedes 1-26.130-7 (0225)

## 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

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
CENTRAL PROCUREMENT OFFICE  
ON BEHALF OF THE  
DEPARTMENT OF EDUCATION  
AND  
SKYWARD INC.**

This Contract, by and between the State of Tennessee, Central Procurement Office on behalf of the State of Tennessee Department of Education ("State"), and Skyward Inc. ("Contractor"), is for the provision of Student Information System (SIS), as further defined in the "SCOPE" and extends services to Local Education Agencies ("LEAs") and authorized Tennessee Public Charter Schools ("Public Charters") to purchase off this Contract. State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a Special Purpose Corporation.  
Contractor Place of Incorporation or Organization: Wisconsin  
Contractor Edison Registration ID #: [REDACTED]

**A. SCOPE:**

- A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:
- a. Annual Roadmaps Publication – a shared document created by Contractor that outlines the direction, priorities, goals, and progress of a product over time
  - b. Application Programming Interface ("API") – a set of subroutine definitions, communication protocols, and tools for building software
  - c. Average Daily Membership ("ADM") – the average number of students enrolled within a school or LEA/Public Charter/SSS each day over a specific time period
  - d. Base Functionality – the sum or any aspect of what a product, such as a software application or computing device, can do for a user (Attachment A)
  - e. Change Control Protocol(s) – a systematic approach to managing all changes made to a product or system. The purpose is to ensure that no unnecessary changes are made, that all changes are documented, that services are not unnecessarily disrupted and that resources are used efficiently
  - f. Common Education Data Standards ("CEDS") – an education data management initiative whose purpose is to streamline the understanding of data within and across P-20W institutions and sectors
  - g. Contractor Hosting / Hosted – where the Contractor provides a Turnkey SaaS solution from a data center or hosting facility
  - h. Customer-Relationship Management ("CRM") – an approach to manage a company's interaction with current and potential customers allowing data analysis about customer's history to improve business relationship
  - i. Denial of Service / Distribution Denial of Service ("DoS"/"DDoS") – any type of attack where the attackers (hackers) attempt to prevent legitimate users from accessing the service. In a

- (“DoS”) attack, the attacker usually sends excessive messages asking the network or server to authenticate requests that have invalid return addresses
- j. Ed-Fi Alliance Data Standard (“Ed-Fi” or “EDFI 3.x”) – an industry standard set of rules for the collection, management, and organization of educational data that allows multiple systems to share their information in a seamless, actionable way
  - k. Family Educational Rights and Privacy Act of 1974 (“FERPA”) – federal legislation in the United States that protects the privacy of students’ personally identifiable information. The act applies to all educational institutions that receive federal funds.
  - l. Federal Information Processing Standards (“FIPS”) – a set of standards that describe document processing, encryption algorithms, and other information technology standards for use within non-military government agencies and by government contractors and vendors who work with the agencies
  - m. Identity Management System – the security and business discipline that “enables the right individuals to access the right resources at the right times and for the right reasons”
  - n. Local Education Agency(ies) (“LEA(s)”) – as defined in Tenn. Code Ann. § 49-1-103.
  - o. Multi-tenant Architecture (“Multi-tenant”) – a hardware and software architecture which allows for a single instance of the solution to serve many LEAs/Public Charters/SSS. This approach reduces long-term management and costs of the solution and increases operational efficiencies and system scalability
  - p. Open Authorization (“OAuth”) – an open standard for token-based authentication and authorization on the Internet. OAuth allows an end user’s account information to be used by third-party services without exposing the user’s password
  - q. OpenID Connect – a protocol which allows developers to authenticate their users across website and applications without having to own and manage password files
  - r. Open Worldwide Application Security Project (“OWASP”) – a non-profit foundation that works to improve the security of software
  - s. Responsive Web Application – an application that runs on any device and responds to the size of the screen it’s displayed on. It will adjust its layout and content based on the device used, allowing for a great user experience regardless of the device from which someone accesses the site
  - t. Risk Assessment – a systematic process of evaluating the potential risks that may be involved in a projected activity or undertaking
  - u. Secure File Transfer Protocol (“SFTP”) – a secure file transfer protocol that uses secure shell encryption to provide a high level of security for sending and receiving data
  - v. Security Assertion Markup Language (“SAML”) – a standardized way for external applications and services to authenticate a user by using an identity provider
  - w. Service and Organization Controls Report (“SOC”) – a report on controls at a service organization which are relevant to user entities’ internal control over financial reporting
  - x. Service Level Agreement (“SLA”) – an agreement that defines the services the Contractor will deliver, the responsiveness that can be expected, and how performance is tracked and measured
  - y. Single Sign On (“SSO”) – a session and user authentication service that permits a user to use one set of login credentials (e.g., name and password) to access multiple applications

- z. Software as a Service (“SaaS”) – a software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted
- aa. Student Information System (“SIS”) – a web-based application software designed to introduce a conducive and structured information exchange environment for integrating students, parents, teachers, and the administration of a school
- bb. System – the Contractor’s software solution in its entirety
- cc. System Verification – the process of checking that a software system meets specifications and that it fulfills its intended purpose
- dd. Tennessee Education Data System (“TEDS”) – a data reporting system in Tennessee in which each LEA/Public Charter/SSS utilize an approved SIS to send data to the State
- ee. Tennessee Investment in Student Achievement (“TISA”) – a funding formula that calculates the way the State of Tennessee funds public education
- ff. Tennessee Public Charter School(s) (“Public Charter(s)”) – as defined in Tenn. Code Ann. § 49-13-104.
- gg. Tennessee State Special Schools (“SSS”) – as defined in Tenn. Code Ann. § 49-50-1001 including York Agricultural Institute, Tennessee School for the Blind, and Tennessee School for the Deaf.
- hh. Test Environment(s) – a dedicated software and processing system that allows users to access, administer and test the system, separate from the production system
- ii. Transmission Protocol(s) – the design and method by which information is sent and received in the Ed-Fi data system
- jj. Turnkey – a fully developed, ready-to-use product or service that can be immediately implemented without the need for extensive customization or additional development

### A.3. Functional Requirements

- a. Base Functionality (Attachment A):
  - 1) The Contractor shall provide the SIS software and related services commonly known to the market as a “Skyward Inc. SIS” to LEAs/Public Charters/SSS in Tennessee, in accordance with the terms and conditions set forth in this Contract and for the Contract Term. The System shall be available for the State and LEAs/Public Charters/SSS to utilize prior to the commencement of the 2025-2026 school year and each subsequent school year for requesting LEAs/Public Charters/SSS.
  - 2) The System shall use a Responsive Web Application approach that uses 256-bit encryption and supports all industry major browsers on desktop and mobile devices, including:
    - i. Google Chrome
    - ii. Apple Safari
    - iii. Microsoft Edge
    - iv. Mozilla Firefox
  - 3) The Contractor shall make available a mobile application for use on small handheld devices for the most common System interactions. The mobile application shall be available in the follow app stores:

- i. Apple Store
  - ii. Google Store
- 4) The System shall allow for integration with the State's and LEA's/Public Charter's/SSS SSO applications, using industry standard protocols, including OAuth, OpenID Connect, and SAML.
- 5) The System shall allow for the inclusion of any modules or the integration of any applications offered by the Contractor that is related functionality and that may be requested by the State or LEAs/Public Charters/SSS, such as enterprise resource planning, human resource, financial, or communication features.
- 6) At a minimum, the Base Functionality shall include features or modules to accomplish the following actions:
  - i. LEA/Public Charter/SSS organizational setup – master data for LEAs/Public Charters/SSS, schools, and other organization information
  - ii. Staff enrollment and data – staff information for LEA/Public Charter/SSS employees
  - iii. Class setup and data – school class information
  - iv. Staff resourcing needs – vacancy and acquisition information for district or school roles
  - v. Student enrollment and data – student information
  - vi. Class schedules for students and staff – class information
  - vii. Student credit and gradebook data – student assignments grades and course credits
  - viii. Summer programming data – summer session and student information
  - ix. Household management - identify and associate students who live in the same house and share attributes that affect all students in the house
  - x. Daily Attendance and Class Section Attendance data – student attendance information
  - xi. Online Registration – registration website or application for parents to register students for the new year
  - xii. Parent informational portals – website or application for parents to access key information about their student
  - xiii. Standard reporting across base functional modules – Tennessee reporting for Base Functionality
  - xiv. Advanced Reporting module for LEA/Public Charter/SSS ad-hoc/self service reporting of all data elements – customized reporting or report-builder functionality
- 7) Base Functionality shall be available to all LEAs/Public Charters/SSS in the most current version of the product
- 8) The Contractor shall not materially modify the Base Functionality, workflows, or operating processes in a manner that may negate or diminish an LEA's/Public Charter's/SSS existing investment in human capital skills and training without prior written approval from the State.
- 9) The Contractor shall maintain all LEAs/Public Charters/SSS at the latest released and supported version of the System throughout the Term of this Contract at no additional cost to the LEA/Public Charter/SSS.
  - i. The Contractor shall ensure all LEAs/Public Charters/SSS are upgraded to the latest version within three (3) months of general availability of the release, with approval from the LEA/Public Charter/SSS and after testing results have been published to the LEA/Public Charter/SSS.

- a) The deployment schedule will be provided to the State and to the LEA/Public Charter/SSS prior to updates taking place to any LEA's/Public Charter's/SSS environment.
    - b) If an LEA's/Public Charter's/SSS System cannot be updated within the timeframe designated, the Contractor shall provide that justification in writing to the State.
  - ii. The Contractor shall provide quarterly to the State a report of which version of the System each LEA/Public Charter/SSS is using to ensure adherence to the latest version.
- 10) The Contractor may undertake other forms of customization of the System requested by an LEA/Public Charter/SSS, whether at additional cost or not, that does not materially alter Base Functionality as required by the State or alter any requirements for State Reporting (Section A.3.c.), without the requirement to obtain approval by the State, providing such customization does not prevent that LEA/Public Charter/SSS from upgrading the System to the next supported version when released.
  - 11) The System shall provide individuals with disabilities equal access to the System by meeting all applicable requirements of the American Disabilities Act of 1990 and Section 508 of the Rehabilitation Act (29 U.S.C.§ 794(d)).
  - 12) The System shall make available any printed forms for parents or students in languages to be defined by the State, including, but not limited to:
    - i. English
    - ii. Spanish
    - iii. Arabic
    - iv. Swahili
    - v. Vietnamese
    - vi. Somali
    - vii. Kurdish
    - viii. Chinese
  - 13) The Contractor shall make available to the State and all LEAs/Public Charters/SSS, upon request, all Test Environments.
  - 14) The Contractor shall provide support assistance to LEAs/Public Charters/SSS for all functions and features of the Base Functionality.
- b. Application Hosting:
- 1) Contractor Hosting shall be the available option for all LEAs/Public Charters/SSS for the System. For Contractor Hosting, the following shall apply:
    - i. The Contractor shall provide the System to LEAs/Public Charters/SSS as a Turnkey SaaS solution from a data center or hosting facility of the Contractor's choosing, providing such facility meets all State requirements, to any LEA/Public Charter/SSS requesting Contractor Hosting and in consideration of the licensing and hosting cost defined in Section A.6.
    - ii. The Contractor shall be solely responsible for delivering all aspects of the System and related services in accordance with this Contract to LEAs/Public Charters/SSS using Contractor Hosting.
    - iii. The Contractor shall maintain an uptime of 99.95%, outside of approved maintenance downtime windows.
    - iv. The Contractor shall ensure that all monitoring and security considerations in Section A.5.c. and E.9 are met as.
- c. State Reporting:

- 1) The Contractor shall support the transmission of data to the State using the protocols and standards as outlined by the Ed-Fi data standard (<https://www.ed-fi.org>). The Contractor shall support the State's published Ed-Fi version standard, including Tennessee specific extensions, as part of the TEDS.
  - 2) During the Term of the Contract, if requested and planned by the State, the Contractor shall support transmitting State reporting data using both the Ed-Fi data protocols (<https://www.ed-fi.org>) as well as a CEDS based data standard transmission method provided by the State (<https://ceds.ed.gov>).
  - 3) The Contractor shall support collection of all data required by State practice, policy, or legislation within the System and transmission to the State, through the defined Transmission Protocols.
  - 4) The Contractor shall provide support assistance to LEAs/Public Charters/SSS for all State reporting features and requirements.
  - 5) The Contractor shall support the transmission of data either transactionally in near real-time frequency or in batch/bulk, in accordance with the minimum frequency objectives set forth by the State based on defined data needs of the State.
  - 6) The Contractor shall support the transmission of data in accordance with data objectives set forth by the State at the commencement of each new school year, and which will be linked to the due date for specific business processes within the State, including federal reporting requirements.
  - 7) The Contractor shall support intra-year updates deemed necessary by the State and these updates shall be completed within thirty (30) calendar days after communicated by the State.
  - 8) The Contractor shall align with, and where applicable assist LEAs/Public Charters/SSS aligning with, the schedule published annually by the State for major events related to State reporting and the transmission of data, including:
    - i. School year start and end processes, including enrollment processing;
    - ii. Specific dates provided for State business processes, such as, but not limited to, TISA processing;
    - iii. Data collection and report deadlines, as published annually.
  - 9) The Contractor shall support data completeness reports to assist the LEAs/Public Charters/SSS and the State in meeting State reporting requirements. Data completeness shall be measured by the completion of necessary data for State reporting requirements.
  - 10) The Contractor shall create data accuracy reports in the SIS to mirror State data reports as a tool for LEAs/Public Charters/SSS to verify that data has been entered and submitted accurately to the State data reporting system. The State can provide the Contractor with the necessary reporting logic.
  - 11) The Contractor shall remedy any requests to correct any aspect of the State reporting protocol or data elements deemed non-functional and preventing forward movement of a critical business process, or which is deemed by the State to be insecure or non-compliant with State or federal policy or legislation.
- d. Two-Way State Application Integration:
- 1) Using a secure State provided API system or a SFTP system, the Contractor shall integrate with approved State applications, including, but not limited to:

- i. Identity Management system
- ii. Error reporting portal
- iii. Educator licenser system
- iv. Course code management system
- v. Grants management system
- vi. Special education system
- vii. Assessment and Accountability system

#### A.4. LEA/Public Charter/SSS Choice

##### a. SIS Vendor Selection:

- 1) The Contractor shall make available a comprehensive standard proposal which outlines:
  - i. Features and functionality that are included in the base licensing fee that are offered over and above that which is stipulated as "Base Functionality"
  - ii. Details for State Hosting and Contractor Hosting options
  - iii. Installation and setup considerations
  - iv. Data migration and import considerations
  - v. Training and support considerations
- 2) In addition to the Base Functionality, the proposal will detail any and all additional costs that may be selected, at the LEA's/Public Charter's/SSS option, including:
  - i. Contractor Hosting costs if the Contractor Hosting option is selected
  - ii. Optional features and functionality that exceed Base Functionality
  - iii. Optional Services
- 3) The Contractor shall receive a Task Order ("TO") annually by LEAs/Public Charters/SSS that wish to use the System, as defined in Section A.7.

#### A.5. Administrative Requirements

##### a. Customer Service:

- 1) The Contractor shall provide a named account manager to the State and LEAs/Public Charters/SSS with contact information who will be available by telephone or email during normal business hours to handle business related issues and as a point of escalation for support and other concerns that may arise from time to time.
- 2) The Contractor shall publish service level agreement ("SLA") times and ensure sufficient technical staff is available to the State account to meet timely response and resolution to technical issues that may arise in relation to the System, including:
  - i. Security vulnerabilities, FERPA violations and data breaches
  - ii. Cyber incident responses
  - iii. System outages
  - iv. Data correction or loss
  - v. Transfer protocol incompatibility
  - vi. Authentication and authorization
  - vii. System performance
- 3) The Contractor shall provide a suitable representative to join State personnel for a bi-weekly (twice monthly) virtual meetings to discuss current work items, schedules, future initiatives and other issues of relevance to the System. The State will provide advance notification of the schedule for these calls.

- 4) The Contractor shall provide its SLA to the State and requesting LEAs/Public Charters/SSS. The published SLA times may be shorter, but shall not exceed the following guidelines:
  - i. Customer communications – after an issue is reported by an LEA/Public Charter/SSS, the Contractor shall provide a response to the LEA/Public Charter/SSS within twenty-four (24) hours
  - ii. Critical issue – for issues affecting LEA/Public Charter/SSS operations or State reporting, the Contractor shall resolve or provide a suitable work-around within forty-eight (48) hours of the LEA/Public Charter/SSS reporting
  - iii. Normal issue – for issues that are deemed non-critical, the Contractor shall resolve the issue within seven (7) calendar days
- 5) The Contractor shall maintain an account in the State's CRM system and shall accept, address, and resolve support tickets assigned via the CRM for any LEA/Public Charter/SSS issues reported directly to the State. Resolution of these supported tickets shall be within the Contractor's SLA.

b. Contractor Reports:

- 1) The Contractor shall provide information to the State, bi-annually (two (2) times annually), for a business review. The information shall include the following:
  - i. Task Order information
  - ii. LEA/Public Charter/SSS spending summary
  - iii. LEA/Public Charter/SSS support ticket summary (subject and current status)
  - iv. System downtime or outage information
  - v. Cybersecurity or data breach event summary
  - vi. Upcoming functional changes
  - vii. Roadmap updates
- 2) The Contractor reports shall be emailed to the State contact listed in Section D.2. If more information is requested by the State, the Contractor shall provide any additional details within five (5) business days.

c. Security and Compliance:

- 1) The Contractor shall ensure that the System is maintained at the latest supported Tennessee version of the System throughout the Contract Term and in accordance with a maintenance window established through coordination with each LEA/Public Charter/SSS.
- 2) The Contractor shall ensure that all changes to the System arising through State reporting requirements and technology alignment are applied to the environment in a timeframe consistent with those set forth by the State in accordance with this Contract.
- 3) The Solution shall be designed and shall operate as a Multi-tenant environment available to all LEAs/Public Charters/SSS. The Contractor shall ensure that no LEA/Public Charter/SSS is able to view, modify, or access another LEA's/Public Charter's/SSS data.
- 4) The Contractor shall periodically engage in a review of System capacity and conduct capacity planning exercises designed to proactively ensure sufficient computer resources are assigned to Tennessee LEAs/Public Charters/SSS to deliver optimum performance of the System.
- 5) The Contractor shall implement industry best practice approaches to mitigate DoS and DDoS attacks against the System and in all cases shall notify the State immediately of

- any actual or evidence of an attack against the System whether or not the attack was successful.
- 6) The Contractor's System shall use CA (signed) certificates with the SHA-2 format at a minimum of 256 bits.
  - 7) The Contractor shall implement real-time System monitoring and threat analytics such that any System outage, System anomaly, potential exploit, or cyber-attack against the System are detected quickly. Upon detection of any such event the Contractor shall immediately notify the State and enact the pre-defined incident response protocol.
  - 8) The Contractor shall implement industry best practice end-point protection, including anti-virus, anti-malware, advanced firewall services, and intruder detection for all server resources and vulnerable end points.
  - 9) The Contractor shall implement the Open Worldwide Application Security Project's (OWASP) recommendations for the System.
  - 10) The Contractor shall develop a data breach and incident response protocol that can be rapidly enacted if an anomaly is detected in relation to the System or the data that is contained within the System for LEAs/Public Charters/SSS hosted by the Contractor. The protocol shall include actions for responding to cyber-attacks, exploits, vulnerabilities, reported threats, and System intrusions of any kind whether real or potential, and shall also include actions for responding to System outages, overloads, capacity deficiencies, performance degradation and other events that could impact the LEA's/Public Charter's/SSS ability to use the System. The protocol shall emphasize measures to protect Confidential State Data and include steps for immediate notifications to the State of any such anomaly detected whether actual or potential. The Contractor shall provide the State with a copy of its data breach and incident response protocol within thirty (30) calendar days of Contract Effective Date and thereafter upon any change to this protocol.
  - 11) The Contractor shall publish a schedule to the State and all relevant LEAs/Public Charters/SSS for all planned maintenance of the System where that maintenance will result in a System outage or reduced performance of the System to the customer a minimum of five (5) business days prior to the scheduled event, except in the case of a pre-determined incident response where a more timely solution is believed to be in the best interest of the LEA/Public Charter/SSS. The Contractor shall ensure that maintenance is planned for execution outside of normal school business hours and for periods of low business impact.
  - 12) The Contractor shall ensure that upgrades for LEAs/Public Charters/SSS hosted by the Contractor are planned for execution outside of normal school business hours and for periods of low business impact.
  - 13) The Contractor shall develop and adhere to a Change Control Protocol designed to minimize risk and ensure professional rigor exists in the process of releasing software, ensuring the quality of that software and deployment of that software to production environments. The Change Control Protocol shall emphasize stage gates and other physical and operational measures that prevent unauthorized changes to any aspect of the System's production environment. The Contractor shall provide the State with a copy of the Change Control Protocol within thirty (30) calendar days of the Contract Effective Date and thereafter upon any change to the Change Control Protocol. Change Control Protocols shall include an option for LEAs/Public Charters/SSS who have customizations to verify the impact of the change on those customizations prior to deployment to production.
  - 14) The Contractor shall conduct annual Risk Assessment planning designed to anticipate and mitigate potential risks to Confidential State Data, continuity of business operations

within LEAs/Public Charters/SSS, risks to meeting technical alignment requirements with the State, and risks to the quality, completeness, or timeliness of data being transmitted to the State. The Contractor shall provide the State with a copy of the Risk Assessment within ninety (90) calendar days of Contract Effective Date, and thereafter prior to the commencement of each new school year.

- 15) The Contractor shall participate in System Verification events (collaborative test cases) scheduled in advance from time-to-time by the State. These events are intended to ensure the smooth operation of the System for LEAs/Public Charters/SSS with emphasis placed on verifying interactions between Contractor and State systems following the introduction of new technologies or changes to protocols for System interactions.
- 16) The Contractor shall participate in a bi-annual (two (2) times annually) performance review conducted by the State coinciding with each invoice period. The performance review is intended to assess the Contractor's overall performance and compliance with the terms and conditions of this Contract. If any concern is revealed through this review the Contractor shall be advised of such concern in writing and provided with a statement of the required cure and timeframe for implementation.

d. Annual Roadmaps Publication:

- 1) The Contractor shall publish an annual product roadmap for planned application updates or System changes, due to the State by July 31<sup>st</sup> each year of the Contract Term. The annual product roadmap shall specify the following items:
  - i. Product features
  - ii. Release dates
  - iii. Implementation plans
  - iv. Documentation
  - v. Training

A.6. Pricing, Bidding, and Invoicing Requirements for the LEA/Public Charter/SSS

- a. This Contract defines the entire Contract between the Contractor and State and the terms and conditions by which the Contractor may offer the product to an LEA/Public Charter/SSS. The sole mechanism by which an LEA/Public Charter/SSS may engage the Contractor is through a Task Order ("TO") which will be provided by the State for execution by the Contractor and LEA/Public Charter/SSS (see Section A.7. and Attachment B).
- b. The Contractor is advised that the financial liability associated with use of the System by an LEA/Public Charter/SSS under this Contract rests solely with that LEA/Public Charter/SSS. The State assumes no liability in this regard and does not act as a financial guarantor on behalf of any LEA/Public Charter/SSS under this Contract.
- c. The Contractor may communicate with each individual LEA/Public Charter/SSS to understand the LEA's/Public Charter's/SSS requirements and needs.
- d. Based on each LEA's/Public Charter's/SSS needs, the Contractor shall create a Scope of Work ("SOW"), including line-item pricing and any additional pricing discounts.
- e. One-time System implementation fees may be charged by the Contractor and included in the SOW or TO. The one-time implementation charge must include all setup, onboarding, training, and at least one-year support of historical data conversion for the LEA/Public Charter/SSS. The one-time charge shall not exceed 10% of the ADM-based Base Functionality costs.
- f. The Contractor selected by the LEA/Public Charter/SSS shall receive a TO from the State following the process defined in Section A.7.

- g. The Contractor shall generate an invoice for each LEA/Public Charter/SSS for use of the System and associated services bi-annually (two (2) times annually) in accordance with the terms and conditions of this Contract. Invoices shall specify payment terms in accordance with the Tennessee Prompt Pay Act and shall be submitted directly to the LEA/Public Charter/SSS with a copy emailed to the State's contact listed in Section D.2.

#### A.7. Task Order

##### a. Task Order General Instructions:

- 1) After the procuring LEA, Public Charter, or SSS has determined the selected Contractor for the SOW, the State will develop a TO binding the Contractor to the terms of the Contract. No terms and conditions shall be added to the TO, as outlined in Attachment B. Prior to the Contractor delivering goods/services, all required signatures must be obtained for the TO. The LEA/Public Charter/SSS will only sign the TO and will not sign any other Contractor documents related to the project. A fully executed TO, containing all required signatures, authorizes the Contractor to provide the requested services. The State or a procuring LEA/Public Charter/SSS shall not be liable to pay the Contractor for any work performed prior to the Contractor's receipt of a fully executed TO. The TO will set the maximum amount of money to be paid in compensation for the services requested on a particular SOW (the "TO Project Price"). This amount cannot be exceeded without a TO amendment. The TO amendment will require the same signatures as the original TO. After the TO is fully executed, a copy of the TO shall be emailed to the State's contact listed in Section D.2.
- 2) The TO signatories shall vary based on the associated SOW. The State reserves the right to modify the format of the TO at any time during the Contract Term.

##### b. Task Order Termination:

- 1) The procuring LEA/Public Charter/SSS may immediately terminate for convenience any or all of the TOs entered into by the State and the Contractor pursuant to this Contract by giving the Contractor no less than thirty (30) calendar days written notice. The Contractor shall be entitled to receive equitable compensation for satisfactory authorized services completed as of the termination date.
- 2) This section (Section A.7.b.) shall not limit the State's right to terminate the Contract for convenience or cause in accordance with Contract Section D.5 and Contract Section D.6.
- 3) The LEA/Public Charter/SSS will advise if the termination is due to non-appropriations/non-funding. The LEA/Public Charter/SSS shall pay all amounts due to the Contractor in addition to any unpaid invoices that are not in dispute.

##### c. Task Order Invoicing & Payments for Services:

- 1) The services shall be provided and invoiced as described in the SOW and Contract Section C, not to exceed the TO Project Price stated in the TO. Base Functionality and Hosting costs shall be invoiced in two equal amounts, half per calendar semester (bi-annually). Optional features or services performed through a TO may be paid bi-annually or as phase/deliverable/lump-sum payment(s), with each payment predicated upon the completion of deliverable(s), or as a lump-sum payment upon completion of the entire project, including all deliverable(s) associated therewith.

- A.8. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or

services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

- A.9. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

**B. TERM OF CONTRACT:**

- B.1. This Contract shall be effective for the period beginning on December 19, 2025 ("Effective Date") and ending on June 30, 2032, ("Term"). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date.
- B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to one (1) renewal option under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Estimated Liability. The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be ten million, ninety-four thousand dollars, and fifty-seven cents (\$10,094,000.57) ("Estimated Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates for goods or services contained in Attachment C and as authorized by the State in a total amount as

set forth in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

LEA/Public Charter/SSS:

The Contractor shall invoice the Authorized Users only for goods delivered and accepted by the Authorized Users or services satisfactorily provided at the amounts stipulated in Attachment C, above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the billing address that is provided by each individual Authorized User.

The Contractor shall submit a copy of all invoices to the State at the following address:

Student Information System Billing  
Tennessee Department of Education  
[it\\_ap@tnedu.gov](mailto:it_ap@tnedu.gov)

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
- (1) Invoice number (assigned by the Contractor);
  - (2) Invoice date;
  - (3) Contract number (assigned by the State);
  - (4) Customer account name: Tennessee Department of Education / District Technology;
  - (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
  - (6) Contractor name;
  - (7) Contractor Tennessee Edison registration ID number;
  - (8) Contractor contact for invoice questions (name, phone, or email);
  - (9) Contractor remittance address;
  - (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
  - (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
  - (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
  - (13) Amount due for each compensable unit of good or service; and
  - (14) Total amount due for the invoice period.
- b. Contractor's invoices shall:
- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
  - (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;

- (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
    - (4) Include shipping or delivery charges only as authorized in this Contract.
  - c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.
- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
  - a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
  - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

**D. MANDATORY TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Steven Sanders, Director of State Education Technology  
Tennessee Department of Education  
701 James Robertson Parkway  
Nashville, TN 37243  
[district.technology@tn.gov](mailto:district.technology@tn.gov)  
(615) 399-4244

The Contractor:

Chris Casey  
Skyward Inc.  
2601 Skyward Drive  
Stevens Point, WI 54482  
[chrisc@skyward.com](mailto:chrisc@skyward.com)  
(715) 972-4342

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor

shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation by submitting to the State a completed Attestation (accessible through the Edison Supplier Portal) and included at Attachment D, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or

regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. Notwithstanding anything else herein, the State's total liability under this Contract (including without limitation any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Estimated Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Estimated Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.

D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

D.20. HIPAA Compliance. As applicable, the State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
- d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.
- D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and

agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.

- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
  - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachment A, B, C, & D;
  - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
  - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
  - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
  - f. the Contractor's response seeking this Contract.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two

million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3<sup>rd</sup> floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

**The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.**

a. Commercial General Liability ("CGL") Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the

general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
  - i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
  - i. The Contractor employs fewer than five (5) employees;
  - ii. The Contractor is a sole proprietor;
  - iii. The Contractor is in the construction business or trades with no employees;
  - iv. The Contractor is in the coal mining industry with no employees;
  - v. The Contractor is a state or local government; or
  - vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit. Notwithstanding the foregoing, if neither the Contractor nor anyone working on its behalf will operate a motor vehicle in connection with this Contract, the Contractor may provide a signed writing attesting to that fact in lieu of evidence of automobile liability coverage.

d. Professional Liability Insurance

- 1) Professional liability insurance shall be written on an occurrence basis or on a claims-made basis. If this coverage is written on a claims-made basis, then:
  - i. The retroactive date must be shown, and must be on or before the earlier of the Effective Date of the Contract or the beginning of Contract work or provision of goods and services;

- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) full years from the date of the final Contract payment; and
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or prior to the Contract Effective Date, the Contractor must purchase “extended reporting” or “tail coverage” for a minimum of five (5) full years from the date of the final Contract payment.
- 2) Any professional liability insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate.

e. Cyber Liability Insurance

- 1) The Contractor shall maintain cyber liability insurance in an amount not less than five million dollars (\$5,000,000) per occurrence or claim and five million dollars (\$5,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.
- 2) Such coverage shall include data breach response expenses, in an amount not less than five million dollars (\$5,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

f. Crime Insurance

- 1) The Contractor shall maintain crime insurance, which shall be written on a “loss sustained form” or “loss discovered form” providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.
- 2) Any crime insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars (\$250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or “tail coverage” of at least two (2) years after the Term.

D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor’s subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor’s subcontractors and that are subject to tax.

- D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Contractor will have access to, acquire, or is provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as "Confidential Information." The State grants the Contractor a limited license to use the Confidential Information but only to perform its obligations under the Contract. Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Contractor shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this contract and with applicable state and federal law.

As long as the Contractor maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Contract.

- D.35. Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.
- D.36. Prohibited Contract Terms. The prohibited contract terms and conditions enumerated in Tenn. Code Ann. § 12-3-515, shall be a material provision of this Contract. The Contractor acknowledges, understands, and agrees that the inclusion of a term or condition prohibited by Tenn. Code Ann. § 12-3-515, shall be null and void and the Contract shall be enforceable as if the Contract did not contain such term or condition.

#### **E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- E.2. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.
- E.3. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures

used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

- E.4. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Contractor shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Contractor warrants that the Contractor is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Contract. The Contractor agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Contract. The Contractor agrees to maintain the confidentiality of all education records and student information. The Contractor shall only use such records and information for the exclusive purpose of performing its duties under this Contract. The obligations set forth in this Section shall survive the termination of this Contract.

The Contractor shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the "Data Accessibility, Transparency and Accountability Act," and any accompanying administrative rules or regulations (collectively "DATAA"). The Contractor agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Contractor access, and to only use such data for the exclusive purpose of performing its duties under this Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Contractor shall be reported to the State within twenty-four (24) hours. Contractor shall indemnify and hold harmless State, its employees, agents and representatives, from and against any and all claims, liabilities, losses, or causes of action that may arise, accrue, or result to any person or entity that is injured or damaged as a result of Contractor's failure to comply with this section.

- E.5. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

- E.6. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.
- E.7. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.
- E.8. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.
- E.9. Information Technology Security Requirements (State Data, Audit, and Other Requirements).
- a. The Contractor shall protect State Data as follows:
- (1) The Contractor shall ensure that all State Data is housed in the continental United States, inclusive of backup data. All State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest. Access to State data shall be limited to US-based (onshore) resources only.  
  
All system and application administration must be performed in the continental United States. Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 7 has defined to include the People's Republic of China, among others are prohibited. Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.
  - (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 or 140-3 (or current applicable version) validated encryption technologies. The State shall control all access to encryption keys. The Contractor shall provide installation and maintenance support at no cost to the State.
  - (3) The Contractor and any Subcontractor used by the Contractor to host State data, including data center vendors, shall be subject to an annual engagement by a licensed CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") 2 Type 2 examination. The scope of the SOC 2 Type 2 examination engagement must include the Security, Availability, Confidentiality, and Processing Integrity Trust Services Criteria. In addition, the Contractor services that are part of this Contract, including any processing or storage services, must be included in the scope of the SOC 2 Type 2 examination engagement(s).
  - (4) The Contractor must annually review its SOC 2 Type 2 examination reports. Within 30 days of receipt of the examination report, or upon request from the State or the Comptroller of the Treasury, the Contractor must provide the State or the Comptroller of the Treasury a non-redacted copy of the Contractor's SOC 2 Type 2 examination report(s). The Contractor must review the annual SOC 2 Type 2 examination reports for each of its Subcontractors and must also assist the State or Comptroller of the Treasury with obtaining a non-redacted copy of any SOC examination reports for each of its Subcontractors, including data centers used by the Contractor to host or process State data.

If the Contractor's SOC 2 Type 2 examination report includes a modified opinion, meaning that the opinion is qualified, adverse, or disclaimed, the Contractor must share the SOC report and the Contractor's plan to address the modified opinion with the State or the Comptroller of the Treasury within 30 days of the Contractor's receipt of the SOC report or upon request from the State or the Comptroller of the Treasury. If any Subcontractor(s) SOC 2 Type 2 examination report includes a modified opinion, the Contractor must assist the State or Comptroller of the Treasury with obtaining the Subcontractor(s) SOC report and the Subcontractor(s) plan to address the modified opinion.

The Contractor must have a process for correcting control deficiencies that were identified in the SOC 2 Type 2 examination, including follow-up documentation providing evidence of such corrections. Within 30 days of receipt of the examination report, or upon request from the State or the Comptroller of the Treasury, the Contractor must provide the State or the Comptroller of the Treasury with a corrective action plan and evidence of correcting the control deficiencies. The Contractor must require each of its Subcontractors, including data centers used by the Contractor to host State data, to have a process for correcting control deficiencies identified in their SOC examination reports and must assist the State or Comptroller of the Treasury with obtaining a corrective action plan and obtaining evidence of correcting control deficiencies identified in Subcontractor(s) SOC reports.

No additional funding shall be allocated for these examinations as they are included in the Maximum Liability of this Contract.

- (5) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment per the NIST 800-115 definition. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment. The Contractor shall provide a letter of attestation on its processing environment that penetration tests and vulnerability assessments has been performed on an annual basis and taken corrective action to evaluate and address any findings.

In the event of an unauthorized disclosure or unauthorized access to State data, the State Strategic Technology Solutions (STS) Security Incident Response Team (SIRT) must be notified and engaged by calling the State Customer Care Center (CCC) at 615-741-1001. Any such event must be reported by the Contractor within twenty-four (24) hours after the unauthorized disclosure has come to the attention of the Contractor.

- (6) If a breach has been confirmed a fully un-modified third-party forensics report must be supplied to the State and through the STS SIRT. This report must include indicators of compromise (IOCs) as well as plan of actions for remediation and restoration. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures.
- (7) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format

determined by the State

- (8) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy, and ensure all subcontractors shall destroy, all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- (1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL: <https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.
- (2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are always fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.
- (4) In the event of drive/media failure, if the drive/media is replaced, it remains with the State and it is the State's responsibility to destroy the drive/media, or the Contractor shall provide written confirmation of the sanitization/destruction of data according to NIST 800-88.

c. Business Continuity Requirements. The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:

- (1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
  - i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident  
  
12 HOURS
  - ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity:  
  
12 HOURS
- (2) The Contractor and the Subcontractor(s) shall maintain a documented Disaster Recovery plan and shall share this document with the State when requested. The Contractor and the Subcontractor(s) shall perform at least one Disaster Recovery

Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

E.10. Comptroller Audit Requirements.

When requested by the State or the Comptroller of the Treasury, the Contractor must provide the State or the Comptroller of the Treasury with a detailed written description of the Contractor's information technology control environment, including a description of general controls and application controls. The Contractor must also assist the State or the Comptroller of the Treasury with obtaining a detailed written description of the information technology control environment for any third or fourth parties, or Subcontractors, used by the Contractor to process State data and/or provide services under this Contract.

Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract, including all information technology logging and scanning conducted within the Contractor's and Subcontractor's information technology control environment. Upon reasonable notice and at any reasonable time, the Contractor grants the State or the Comptroller of the Treasury with the right to audit the Contractor's information technology control environment, including general controls and application controls. The audit may include testing the general and application controls within the Contractor's information technology control environment and may also include testing general and application controls for any third or fourth parties, or Subcontractors, used by the Contractor to process State data and/or provide services under this Contract. The audit may include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policy and all applicable requirements, laws, regulations, or policies.

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit. The audit may include interviews with technical and management personnel, physical or virtual inspection of controls, and review of paper or electronic documentation.

The Contractor must have a process for correcting control deficiencies that were identified in the State's or Comptroller of the Treasury's information technology audit. For any audit issues identified, the Contractor and Subcontractor(s) shall submit a corrective action plan to the State or the Comptroller of the Treasury which addresses the actions taken, or to be taken, and the anticipated completion date in response to each of the audit issues and related recommendations of the State or the Comptroller of the Treasury. The corrective action plan shall be provided to the State or the Comptroller of the Treasury upon request from the State or Comptroller of the Treasury and within 30 days from the issuance of the audit report or communication of the audit issues and recommendations. Upon request from the State or Comptroller of the Treasury, the Contractor and Subcontractor(s) shall provide documentation and evidence that the audit issues were corrected.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

- E.11. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding (“MOU”), not an amendment.
- a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor’s written proposal shall include:
    - (1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
    - (2) Any pricing related to the new lines, items, or options;
    - (3) The expected effective date for the availability of the new lines, items, or options; and
    - (4) Any additional information requested by the State.
  - b. The State may negotiate the terms of the Contractor’s proposal by requesting revisions to the proposal.
  - c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.
  - d. Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.
- E.12. Contract Authorized Users. This Contract establishes a source or sources of supply for all Tennessee LEAs, Public Charters, and SSS. The Contractor shall provide all goods or services and deliverables as required by this Contract to all LEAs, Public Charters, and SSS. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Contract:
- a. Tennessee Local Education Agencies, as defined by Tenn. Code Ann. § 49-1-103; and
  - b. Authorized Tennessee Public Charter Schools, as defined in Tenn. Code Ann. § 49-13-104.

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. An Authorized User shall have the right to request additional terms as may be necessary to ensure compliance with applicable local, State and federal laws, regulations, or requirements. Any modification pursuant to this section is subject to the procurement policies and procedures of the Authorized User and subject to agreement by the Contractor and Authorized User.

The State is not responsible or liable for the transactions between the Contractor and Authorized Users. This Contract may not be modified by any agreement, written or otherwise, between the Contractor and any of the Authorized Users.

IN WITNESS WHEREOF,

SKYWARD INC.:

DocuSigned by:  
*Raymond H. Ackerlund*  
6E27D2EBBC87495...

December 10, 2025

CONTRACTOR SIGNATURE

DATE

Raymond H. Ackerlund

President

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF EDUCATION:

Lizzette

Digitally signed by  
Lizzette Reynolds\_kdm

LIZZETTE REYNOLDS, COMMISSIONER

Reynolds\_kdm

Date: 2025.12.12 14:29:31  
-06'00'

TENNESSEE CENTRAL PROCUREMENT OFFICE:

Mike F. Perry by  
LWB

Digitally signed by Mike F. Perry  
by LWB  
Date: 2025.12.11 10:28:35 -06'00'

MICHAEL F. PERRY, CHIEF PROCUREMENT OFFICER

DATE

**ATTACHMENT A**

**Contractor Name:** SKYWARD INC.  
**Contract Number:** 89192

Reference Contract Section A.3.a. Base Functionality for all requirements.

**Contract Required Minimum Base Functionality:**

Base Functionality	Contractor Module(s) or Info
LEA/Public Charter/SSS organizational setup – master data for LEA/Public Charter/SSS, schools, and other organization information	In Qmlativ, we can set up a school district with multiple schools/entities that allow for unique scheduling, attendance, grading, etc. capabilities. This is located on pages 63-90 of the RFP response.
Staff enrollment and data staff information for LEA/Public Charter/SSS employees	Staff module - Staff Profile is a feature within the Staff module that provides a profile where you can maintain staff information such as general information, what years and schools the staff worked at, and more.
Class setup and data – school class information	Scheduling (i.e., course master/curriculum master) module – Entities can have their own master schedule, with periods of the day/rotations, individual student schedules, etc. This is located on pages 73-82 of the RFP response.
Staff resourcing needs – vacancy and acquisition information for LEA/Public Charter/SSS or school roles	Staff resourcing falls outside of the SIS scope. Skyward would be open to discussing this further to see how we can properly address the State’s needs.
Student enrollment and data – student information	All enrollment is in our core product. New Student Enrollment is an add-on module. Information regarding New Student Enrollment is located on pages 91-92 of the RFP response.
Class schedules for students and staff – class information	Scheduling module – Information regarding course scheduling is located on pages 73-82 of the RFP response.
Student credit and gradebook data – student assignments grades and course credits	Grading or Gradebook module – Schools can set this up uniquely. Information regarding this is located on pages 69-70 of the RFP response.

<p>Summer programming data – summer session and student information</p>	<p>Summer school can be set up as its own entity or with a current school/entity. Districts may choose to have a summer school entity to use to track grades and attendance, but districts manually enter the information for summer program enrollment and attendance through SPEAR.</p>
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<p>Household management - identify and associate students who live in the same house and share attributes that affect all students in the house</p>	<p>Details regarding how Family Information is stored are located on pages 63-65 of the RFP response.</p>
<p>Daily Attendance and Class Section Attendance data – student attendance information</p>	<p>Attendance module – Specific information regarding the Attendance module is located on pages 82-83 of the RFP response.</p>
<p>Online Registration – registration website or application for parents to register students for the new year</p>	<p>Online Registration is available for returning student registration and New Student Enrollment is available for new students and families applying to enroll in the district. Information regarding New Student Enrollment is located on pages 91-92 of the RFP response.</p>
<p>Parent informational portals – website or application for parents to access key information about their student</p>	<p>Information regarding our Parent Portal/Family Access is located on page 64 of the RFP response.</p>
<p>Standard reporting across base functional modules – Tennessee reporting for Base Functionality</p>	<p>For all the core modules, Skyward provides canned reports. Information regarding the reporting tool is located on pages 84-87 of the RFP response.</p>
<p>Advanced Reporting module for LEA/Public Charter/SSS ad-hoc/self-service reporting of all data elements – customized reporting or report-builder functionality</p>	<p>For all the core modules, Skyward provides canned reports. Districts can use the reporting tool to modify, create new or export reports as needed.  Information regarding the reporting tool is located on pages 84-87 of the RFP response.</p>

**Contractor Offered Additional Base Functionality:**

This functionality should be included with per student base cost as above. Please list below and if not applicable, please list N/A.

<p>Fee Management</p>	<p>Fee Management module – Information regarding the Fee Management module is located on page 93 of the RFP response.</p>
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<p>Behavior Management</p>	<p>Behavior Management module – Information regarding the Behavior Management module is located on pages 72-73 of the RFP response.</p>
<p>Student Interventions (MTSS)</p>	<p>Student Interventions module – Information regarding the Student Interventions (MTSS) module is located on pages 71-72 of the RFP response.</p>
<p>Health Services</p>	<p>Health Services module – Information regarding the Health Services module is located on pages 83-84 of our RFP response.</p>
<p>Professional Development Center (PDC)</p>	<p>Information regarding the Professional Development Center (PDC) is located on pages 89-90 of our RFP response.</p>
<p>Graduation Requirements</p>	<p>There is a Graduation Requirements area in our Scheduling module. Information regarding the Graduation Requirements area is located on page 74 of our RFP response.</p>
<p>Assessment (Test Score Import)</p>	<p>Assessment (Test Score Import) module – Information regarding our Assessment module is located on page 88 of our RFP response.</p>

**ATTACHMENT B  
Task Order (TO)**

**TASK ORDER BETWEEN  
THE [INSERT LEA/PUBLIC CHARTER/SSS NAME]  
and  
SKYWARD INC.**

This Task Order ("TO"), by and between the [INSERT LEA/PUBLIC CHARTER/SSS NAME], hereinafter referred to as the "LEA/Public Charter/SSS" and Skyward Inc., hereinafter referred to as the "Contractor" is as follows:

The Contractor understands and agrees that this TO is governed by the provisions of Edison Contract Number 89192, hereinafter referred to as the "Master Contract". In the provision of services pursuant to this TO, the Contractor will conform to these provisions in their entirety. In the event of a conflict between the TO and the Master Contract, the documents shall govern in the order of preference given in the Master Contract.

This TO shall be effective for the period commencing on [INSERT START DATE], and ending on [INSERT END DATE], unless amended.

The Contractor hereby grants to LEA/Public Charter/SSS a limited, nonexclusive, non-transferable, non-assignable, non-sublicensable license to use the Contractor's software described below, solely for the purposes set forth in the Master Contract and for no other purpose whatsoever, without the express written consent of the Contractor.

In no event shall the maximum liability of the LEA/Public Charter/SSS under this TO exceed [INSERT DOLLAR AMOUNT]. For the services provided pursuant to this TO, this amount shall constitute the TO Project Price and the entire potential compensation due the Contractor for the goods and/or services and all of the Contractor's obligations hereunder regardless of the difficulty, travel, administrative fees, or material/equipment required. The Contractor shall be compensated as specified in the associated Statement of Work at the fixed-prices and/or hourly rate(s) quoted in the Contractor's Project Quote and transcribed here:

Service Description	Amount (per compensable increment)
One-Time System Implementation (not to exceed 10% of the ADM-based Base Functionality costs)	\$0.57 / ADM Upon Completion
Base Functionality (SIS)	\$5.74 / ADM
Contractor Hosting Fees	\$1.47 / ADM

Payments to the Contractor pursuant to this TO will be made in accordance with the Tennessee Prompt Payment Act. Invoices shall be submitted to:

[INSERT LEA/PUBLIC CHARTER/SSS NAME AND BILLING ADDRESS FROM THE SOW]

The LEA/Public Charter/SSS may, at any time and for any reason, terminate this TO in accordance with Contract Section A.7.b.

This TO may be modified only by a written amendment in accordance with the Contract.

INSERT LEA/PUBLIC CHARTER/SSS AND CONTRACT SIGNATURE LINES

**ATTACHMENT C**

**STATE APPROVED PRICING LIST**

<b>Goods or Services Description</b>	<b>Amount (per compensable increment)</b>
One-Time System Implementation (not to exceed 10% of the ADM-based Base Functionality costs)	\$0.57 / ADM Upon Completion
Base Functionality (SIS)	\$5.74 / ADM
Contractor Hosting Fees	\$1.47 / ADM

**OPTIONAL CONTRACTOR FEATURES/SERVICES**

<b>Goods or Services Description</b>	<b>Amount (per compensable increment)</b>
New Student Enrollment	\$1.50 / ADM
Food Service	\$1.50 / ADM
OneRoster API w/ writeback	\$0.25 / ADM
DistrictLink	\$0.25 / ADM
Skylert Interface	\$0.25 / ADM
Enrollment Approval API	\$0.50 / ADM
Web Training & Consulting	\$225.00 / Hour
On-site Training & Consulting	\$2,000.00 / Day
Project Management	\$175.00 / Hour
Professional Services	\$250.00 / Hour
Hardware Installation	\$210.00 / Hour
eSignature Block	\$250.00 Flat Fee
Standard Developer API	\$1.00 / ADM
FS Current Balance Vendor Interface	\$0.50 / ADM

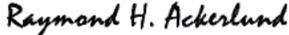
<p>Qmlativ Student Premium Data Migration Bundle (0-2,000 ADM) (Demographics, Transcript Grade History - High School, Immunizations, Scheduling - Grades 7-12, State Reporting)</p>	<p>\$12,012.00 Flat Fee</p>
<p>Qmlativ Student Premium Data Migration Bundle (2,001-4,500 ADM) (Demographics, Transcript Grade History - High School, Immunizations, Scheduling - Grades 7-12, State Reporting)</p>	<p>\$16,875.00 Flat Fee</p>
<p>Qmlativ Student Premium Data Migration Bundle (4,501-10,000 ADM) (Demographics, Transcript Grade History - High School, Immunizations, Scheduling - Grades 7-12, State Reporting)</p>	<p>\$22,387.00 Flat Fee</p>
<p>Qmlativ Student Premium Data Migration Bundle (10,001-20,000 ADM) (Demographics, Transcript Grade History - High School, Immunizations, Scheduling - Grades 7-12, State Reporting)</p>	<p>\$35,910.00 Flat Fee</p>
<p>Qmlativ Student Premium Data Migration Bundle (20,001-30,000 ADM) (Demographics, Transcript Grade History - High School, Immunizations, Scheduling - Grades 7-12, State Reporting)</p>	<p>\$50,915.00 Flat Fee</p>
<p>Qmlativ Student Premium Data Migration Bundle (30,001+ ADM) (Demographics, Transcript Grade History - High School, Immunizations, Scheduling - Grades 7-12, State Reporting)</p>	<p>\$79,920.00 Flat Fee</p>
<p>SMS to Qmlativ Migration Service (Project Management, Data Migration Services - 10 Years, Training Resources via the PDC, and access to the monthly QA Sessions)</p>	<p>\$5.00 / ADM</p>
<p>SMS to Qmlativ Web Training &amp; Consulting</p>	<p>\$400.00 / Hour</p>

**ATTACHMENT D**

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<b>SUBJECT CONTRACT NUMBER:</b>	89192
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	Skyward Inc.
<b>EDISON VENDOR IDENTIFICATION NUMBER:</b>	

**The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.**

DocuSigned by:  
  
 6E27D2EBBC87495...

**CONTRACTOR SIGNATURE**

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

Raymond H. Ackerlund President

**PRINTED NAME AND TITLE OF SIGNATORY**

December 10, 2025

**DATE OF ATTESTATION**

# 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: <sup>Mr.</sup> Callahan's IIP 3D Printer

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INVENTORY TAG NUMBER: 004262

METHOD OF SALE/DISPOSAL: Trash (Gave to student)

SALE/DISPOSAL AUTHORIZED BY: Clay DATE: 3/3/26  
Principal

AUTHORIZED BY: [Signature] DATE: 3/6/26  
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: 3 teacher desk (very old)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INVENTORY TAG NUMBER: No numbers

METHOD OF SALE/DISPOSAL: Give away or trash.

SCHOOL/BUILDING WHERE ITEM IS HOUSED: West Side Elementary

SALE/DISPOSAL AUTHORIZED BY: [Signature] DATE: 2/11/26  
Principal

AUTHORIZED BY: [Signature] DATE: 2/19/26  
Director of Schools

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

# ELIZABETHTON CITY SCHOOLS

## REQUEST FOR PROPERTY / EQUIPMENT / SALE / DISPOSAL

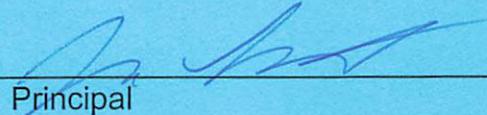
The following items are hereby declared surplus property/equipment of no value or valued at less than \$500.00. Since these items are no longer useful to the Elizabethton City School System, they may be sold at a fair price to any person interested in purchasing them, given away or disposal may be made in an appropriate manner.

ITEM: Dell Computer Optiplex 7090  
Serial # BFLGNK3  
\_\_\_\_\_  
\_\_\_\_\_

INVENTORY TAG NUMBER: 23E9E038 (Title 1 funded)

METHOD OF SALE/DISPOSAL: Retired by technology

SCHOOL/BUILDING WHERE ITEM IS HOUSED E5E

SALE/DISPOSAL AUTHORIZED BY:  DATE: 07-26-26  
Principal

AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Director of Schools

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

# ELIZABETHTON CITY SCHOOLS

## REQUEST FOR PROPERTY / EQUIPMENT / SALE / DISPOSAL

The following items are hereby declared surplus property/equipment of no value or valued at less than \$500.00. 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: Learning Leader laptop (Title II)  
Serial # B5DQNT2  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INVENTORY TAG NUMBER: 5624

METHOD OF SALE/DISPOSAL: retired by technology

SCHOOL/BUILDING WHERE ITEM IS HOUSED EHS

SALE/DISPOSAL AUTHORIZED BY: [Signature] DATE: 2-13-26  
Principal

AUTHORIZED BY: [Signature] DATE: 2/19/26  
Director of Schools

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



## ENDOWMENT GRANT CONTRACT

<b>Begin Date</b> 7/1/25	<b>End Date</b> 6/30/26	<b>Agency Tracking #</b> 31627-250	<b>Edison ID</b> 89231		
<b>Public Chapter</b> 530	<b>Bill #</b> HB1409	<b>Section</b> 36	<b>Item</b> 30		
<b>Grantee Legal Entity Name</b> Elizabethton City Schools			<b>Edison Vendor ID</b>		
<b>Service Caption</b> (one line only) Semi Quincentennial Celebration					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2026	\$10,000.00	0	0	0	\$10,000.00
<b>TOTAL</b> :	<b>\$10,000.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$10,000.00</b>
<b>Grantee Selection Process Summary</b>					
<input checked="" type="checkbox"/> Competitive selection		Grantee organizations applied for funding via a competitive process requiring submission of applications during a specific cycle. Each application included project descriptions, supporting project budget and agency operating budgets. Applications were reviewed by TSM staff and assessed by other subject matter experts. The members of the Tennessee Commission for the U.S. Semiquincentennial reviewed and provided the final approval.			
<input type="checkbox"/> Non-competitive selection					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE - EG</i>		
<b>Speed Chart</b> (optional) SM39		<b>Account Code</b> (optional)			

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
TENNESSEE STATE MUSEUM  
AND  
ELIZABETHTON CITY SCHOOLS**

This Grant Contract, by and between the State of Tennessee, Tennessee State Museum, hereinafter referred to as the "State" or the "Grantor State Agency" and Elizabethton City Schools hereinafter referred to as the "Grantee," is for the provision of Semi Quincentennial Celebration , as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

The Grantee is a Tennessee Government Entity.  
Grantee Place of Incorporation or Organization: Elizabethton, TN  
Grantee Edison Vendor ID #

**Scope 1:**

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. To support the TN Semiquincentennial Celebration (America250 or TN250) – Funding was included in the Governor's budget to the State Museum to support Tennessee's participation in the United States Semiquincentennial Celebration. The TN Semiquincentennial Commission developed a grant program for organizations across the state to apply for funding to promote and market the celebration in their respective areas.
- A.3. The Tennessee Commission for the United States Semiquincentennial offers two grant opportunities for organizations and communities centered around Tennessee's unique stories.
- A.4. Service Description. To utilize funding in preparation and celebration for the TN Semiquincentennial.
- A.5. Archival Support
- a. Collection Maintenance. It is acceptable to replace or purchase archival supplies to improve the storage conditions, operations, or public accessibility of archival collections, particularly those related to TN Semiquincentennial and Tennessee's role leading to that event. Such as the following:
    - 1) Archival shelving units
    - 2) Acid-free, lignin-free folders and boxes
    - 3) Other necessary archival supplies or environmental monitoring devices
    - 4) Contracted conservation treatments
    - 5) Hiring part-time workers to process collections or to plan digitization projects
    - 6) Improving online access to collections through digitization
  - b. Collection Preservation and Professional Development. It is acceptable to improve preservation of and access to Tennessee's historical records (including digitization), especially those that highlight Tennessee's contributions to TN Semiquincentennial and the founding of the United States. This includes educating and training records custodians and supporting archival program development and enhancement. Such as for the following:

- 1) Technology: This sub-category provides funding for hardware, software, peripherals, and other technology items used/needed to create online digital collections, especially those related to Tennessee's role in the founding of the United States.
- 2) Training: This sub-category provides funding for registration costs for webinars or workshops related to conservation, digitization, and digital project planning for archivists and museum personnel.
- 3) Contracted Services: This sub-category provides funding to hire a vendor or independent contractor for digitization or conservation services, particularly for work on collections that highlight Tennessee's contributions to America's founding. Include a vendor quote for these services with your application.
- 4) Contract/Part-Time Archivist: This sub-category provides funding to hire a contract or part-time archivist for the duration of the grant period to scan documents and create corresponding metadata for collections related to Tennessee's history and America 250.

A.6. Historic Preservation. It is acceptable to support historic preservation projects that focus on interpreting and preserving Tennessee's unique stories, objects, landmarks, and places across our diverse state that defined who we are as Tennesseans and Americans. Such as for the following:

- a. Historic Structure Restoration and Repair
- b. Historic Cemetery Restoration

A.7. Exhibition and Programs. It is acceptable to support exhibitions and programs that focus on interpreting and preserving Tennessee's unique stories, objects, landmarks, and places across our diverse state that defined who we are as Tennesseans and Americans. SA.6 such as the following:

- a. Public exhibitions, both long-standing and temporary, that support the themes of the nation's anniversary
- b. Educational lectures or symposia related to the Semiquincentennial
  - 1) Community history projects, including oral histories
  - 2) Conferences and symposia
  - 3) Festivals and performances
  - 4) Lectures and lecture series

A.8. Media Programs. It is acceptable to support media programs that focus on marketing, interpreting and preserving Tennessee's unique stories, objects, landmarks, and places across our diverse state that defined who we are as Tennesseans and Americans. Such as the following:

- a. production support of films
- b. videos,
- c. television,
- d. radio,
- e. podcasts,
- f. websites, or
- g. digital media

- A.9. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
  - b. the State grant proposal solicitation as may be amended, if any;
  - c. the Grantee's proposal (Grantee Application) incorporated to elaborate supplementary scope of services specifications.

## Scope 2:

### A. SCOPE OF SERVICE AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. To support the TN Semiquincentennial Celebration (America250 or TN250) – Funding was included in the Governor's budget to the State Museum to support Tennessee's participation in the United States Semiquincentennial Celebration. The TN Semiquincentennial Commission developed a grant program for organizations across the state to apply for funding to promote and market the celebration in their respective areas.
- A.3. The Tennessee Commission for the United States Semiquincentennial offers two grant opportunities for organizations and communities centered around Tennessee's unique stories.
- A.4. Service Description. To utilize funding in preparation and celebration for the TN Semiquincentennial.
- A.5. Community Support Groups. To assist with two or more collaborating in their TN Semiquincentennial activities, such as:
- a. county/ municipality organizations
  - b. non-profit 501(c) and 501(a) organizations
  - c. local historical societies,
  - d. libraries,
  - e. museums
  - f. other applicable organizations
- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
  - b. the State grant proposal solicitation as may be amended, if any;
  - c. the Grantee's proposal (Grantee Application) incorporated to elaborate supplementary scope of services specifications.

### B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 1, 2025 (“Effective Date”) and extend for a period of twelve (12) months after the Effective Date (“Term”). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed ten thousand dollars (\$10,000.00) (“Maximum Liability”).
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended.
- C.3. Payment Methodology – Total Advance Payment. The Grantee shall be reimbursed for actual, reasonable, and necessary costs, not to exceed the maximum liability established in section C.1. Payment to the Grantee shall be a lump sum made in advance upon approval of this Grant Contract.
- C.4. Expenditures and Accounting. The expenditure of funds made available through this Grant Contract shall adhere to the Scope of Services. Said expenditures shall be made during the Grant Contract period and shall not be carried forward. The Grantee shall submit an Expenditures and Accounting report within sixty (60) days following the end of the Grant Contract. Said report shall demonstrate compliance with the Scope of Services and shall be in form and substance acceptable to the State.
- C.5. State’s Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.6. Prerequisite Documentation. The Grantee shall not receive the funds under the endowment grant until the State has received the following:
- a. A Grantee completed and signed State provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee’s Federal Employer Identification Number or Social Security Number referenced in the Grantee’s Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective

termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this contract pertaining to "Conflicts of Interest," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be emailed to the respective party as set out below:

The State:

Carrie Tipton, America 250 Coordinator  
Tennessee State Museum  
TN250@tn.gov  
Telephone # (615) 712-1371

The Grantee:

Dustin Hensley, Project Director  
Elizabethton City Schools  
804 South Watauga Ave  
Elizabethton, TN 37643  
dustin.hensley@ecschoools.net  
Telephone # (423) 547-8015

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.8. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.9. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.11. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee administered by the Tennessee Commission for the United States Semiquincentennial." "

All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.12. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting

Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.13. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.14. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.15. Annual and Final Reports. As a prerequisite to the receipt of grant funds, the Grantee shall agree to provide to the State agency head, within sixty (60) days of the close of the project, an accounting of the actual expenditure of such funds including a notarized statement that the report is true and correct in all material respects; provided, however, that the head of the State agency through which such disbursement is being made may require, in lieu of the accounting as provided above, an audited financial statement of the non-governmental agency or entity. A copy of such accounting or audit, as the case may be, also shall be filed with the office of the Comptroller of the Treasury
- D.16. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.17. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to this Grant Contract.

- D.18. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.19. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D. 20. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.21. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.22. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.23. Severability. If any terms and conditions of this Grant Contract 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 Grant Contract are declared severable.
- D.24. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.25. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.26. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

**IN WITNESS WHEREOF,**

**ELIZABETHTON CITY SCHOOLS:**

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**GRANTEE SIGNATURE**

**DATE**

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**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**TENNESSEE STATE MUSEUM:**

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**Ashley Howell, Executive Director**

**DATE**



## Tennessee America 250 Grant Usage and Reporting Guidelines

### Grant Deadlines

Date of Deadline	Event
March 31, 2026	Deadline to submit required documents and acknowledge grant acceptance
October 31, 2026	Deadline to submit grant project update
April 30, 2027	Deadline to complete project and spend all grant funds
June 30, 2027	Deadline to submit final financial report and proof of donor recognition

### Funding Disbursement

Before funding is disbursed, the following documents must be received via email ([TN250@tn.gov](mailto:TN250@tn.gov)) by the Tennessee State Museum:

- Signed contract
  - *Please note that in order to maximize grant funding statewide, many organizations received partial grant funding.*
  - *Please note that dates in the Award Contract refer to the timeframe within which the State of Tennessee will disburse grant funds; they are not new project dates.*
  - *Please note that language in the contract requiring ACH paperwork from all organizations can be disregarded. This is not a necessary step in obtaining your grant funding.*
- Approved Form W-9 (already submitted with grant application; if corrections are needed, you will be contacted)

Once all **documentation** has been received and approved, it may take up to **40-60 days** for funding to be received.

If **modifications are to be made to a National Register site**, the Tennessee State Museum advises the organization to consult with the Technical Preservation Team of the State Historic Preservation Office at the Tennessee Historical Commission regarding the changes.

### **Donor Recognition**

**Proof of donor recognition needs to be included with your final report.** Suggestions for meeting this requirement are posting it on your organization's website or social media accounts, issuing a press release, through a physical/paper document, and by using the Tennessee America 250 Commission logo on any communications about the funded project (information below). Please use the following language for donor recognition: *This project is funded under an agreement with the State of Tennessee administered by the Tennessee Commission for the United States Semiquincentennial.* If you wish to announce your award to the public through a press release, please use the attached language and press release template. The items highlighted in yellow should be personalized to your organization.

**Tennessee America 250 Commission logo:** Downloadable logo files and usage policy can be found at <https://tn250.com/logos>.

### **Spending Guidelines**

This grant is separate from any other funding or appropriation provided to your organization by the State of Tennessee and must be used for the project(s) as stated in your grant application and contract. Any changes to how the grant funds should be used must receive **prior** written approval from the Tennessee State Museum.

As a reminder, grants **may not** be used for the following expenses:

- Administrative fees (including but not limited to payroll for staff, late fees on purchases, contingencies, etc.)
- Supplies that are not **directly** required to complete the Tennessee America 250 project, and
- Any expense that was **not** included in the contract as an approved use of funds. If an unexpected need arises, contact the grants team to approve **before** making a purchase.

**Please note:** this is not a comprehensive list. If your organization is unsure if an expense would be an allowable use of funds, please reach out to [tn250@tn.gov](mailto:tn250@tn.gov) to verify.

**Any grant funds spent on unallowed expenses must be repaid to the state.**

## Financial Report

By June 30, 2027, award recipients must provide the following:

- a financial report outlining the grant expenses,
- copies of all receipts, and
- a notarized letter certifying that the financial report is true and accurate.

All expenses must include a valid receipt. Receipts must have the following information:

- Name of Vendor
- Date of Purchase
- Description of good or service
- Amount of purchase
- **Zero balance or documentation showing the invoiced amount was paid**

The Tennessee State Museum will provide optional templates for all required documents for the required financial report.

As a reminder, **every penny** of the grant award must be accounted for- either in a receipt for allowable expenses or as returned funds to the State of Tennessee via check to the following address:

Tennessee State Museum  
Attn: Tennessee America 250 Grants  
1000 Rosa L. Parks Blvd.  
Nashville, Tennessee, 37243

Please submit the report via email to [tn250@tn.gov](mailto:tn250@tn.gov). The State Museum will verify and submit the approved financial report to the Comptroller of the Treasury on your behalf.

Grant recipients must maintain grant-related financial records for five (5) years which is consistent with the accounting procedures of the Comptroller of the Treasury, pursuant to T.C.A. 4-3-304 and applicable rules and regulations.

**Please be sure to keep these guidelines on hand and refer to them regularly throughout the grant period.** They serve as an important resource to ensure compliance, clarity, and consistency in your work.

Logo of Museum/Historic Site  
FOR IMMEDIATE RELEASE

**CONTACT:**

Name of Representative

Institution

Email Address

Phone Number

**[NAME OF INSTITUTION] AWARDED A TENNESSEE AMERICA 250 GRANT FROM THE  
TENNESSEE COMMISSION FOR THE UNITED STATES SEMIQUINCENTENNIAL**

**GRANT WILL BE USED FOR [SHORT DESCRIPTION OF PROJECT]**

[CITY, STATE – DATE –] [NAME OF INSTITUTION] is a recipient of a [DOLLAR AMOUNT] grant for Tennessee America 250 initiatives from the Tennessee Commission for the United States Semiquincentennial. The grant award will be used for [LONGER DESCRIPTION OF GRANT PROJECT HERE].

The State of Tennessee made available funding to be administered by the Tennessee State Museum, on behalf of the Commission to support statewide America 250 activities.

The second round of the Tennessee America 250 grant program was a highly competitive process. In total, the Commission received 365 applications, totaling \$6,364,017 in requests. The Commission has made full or partial awards for 194 grants across the state, representing 73 counties, for a total of \$2,267,058 awarded. A complete list of second round Tennessee America 250 grantees, counties and amounts is posted at [www.tn250.com](http://www.tn250.com).

“I am inspired by the excitement across the state to commemorate our nation’s 250<sup>th</sup> anniversary,” said **Ashley Howell**, Executive Director of the Tennessee State Museum and Chair of the Tennessee Commission for the United States Semiquincentennial. “This year will be filled with exhibitions, programs, festivals, and preservation of our local and state history. We hope that these projects inspire Tennesseans across the state to engage with the anniversary in 2026.”

**[QUOTE FROM REPRESENTATIVE FOR GRANTEE ON THE IMPORTANCE OF THE  
GRANT TOWARD THEIR MISSION].**

The Tennessee America 250 Project Support Grants and Community Support Grants had maximum request amounts of \$20,000 and \$25,000, respectively. All projects funded in the second round must be completed by **April 30, 2027**.

**About [GRANTEE]**

**[GRANTEE BOILERPLATE/MISSION INFO HERE]**

### **About Tennessee Commission for the United States Semiquincentennial**

The **Tennessee Commission for the United States Semiquincentennial** was legislatively established by Public Chapter 384 of the Tennessee General Assembly in 2019. The Assembly created the Commission to plan, encourage, develop, and coordinate the commemoration of the 250th anniversary of the founding of the United States, and recognize Tennessee's integral role in that event and the impact of its people on the nation's past, present, and future. For more information on Commission activities, please visit [www.tn250.com](http://www.tn250.com).

### **About Tennessee State Museum**

Celebrating its 88th Anniversary in 2025, the **Tennessee State Museum**, is the administrative attachment of the Tennessee Commission for the United States Semiquincentennial. The Museum is located on the corner of Rosa L Parks Blvd. and Jefferson Street at Bicentennial Capitol Mall State Park. It is home to thousands of years of Tennessee history, art, and culture. The Museum is free and open to the public Tuesdays to Saturdays from 10 a.m. – 5 p.m. and Sundays from 1 p.m. – 5 p.m. For more information on exhibitions and events, please visit [TNMuseum.org](http://TNMuseum.org).

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