

Regular Meeting of the Trousdale County Board of Education

Thursday, October 15, 2020

Trousdale County Board of Education

103 Lock Six Road

Hartsville, TN 37074

Attendance Taken at 5:55 PM.

Anthony Crook: Present

John Kerr: Present

Jason Sullivan: Present

Barbara Towns: Present

Regina Waller: Present

1. AGENDA:

1.A. Call to Order – Mr. John Kerr, Chairperson

1.B. Invocation – Mr. John Kerr, Chairperson

1.C. Pledge of Allegiance – Mr. Anthony Crook, Board Member

1.D. Invitation to audience to address items on the Agenda

Elaine Clemmons – School Reopening Planning

Ron Mon- School Reopening Planning tary - School Reopening Planning

Kellie Porter - School Reopening Planning

Kayla Ring - School Reopening Planning, Protective Mask Coverings

Rebekah Ring - Protective Mask Coverings

Chris Sexton - School Reopening Planning

Melissa Voelker - School Reopening Planning

1.E. Approval of the Agenda for October 15, 2020

Approval of the Agenda for October 15, 2020, passed with a motion by Anthony Crook and a second by Jason Sullivan.

Anthony Crook: Yea

Barbara Towns: Yea

Jason Sullivan: Yea

John Kerr: Yea

Regina Waller: Yea

2. CONSENT AGENDA:

2.A. Approval of Consent Agenda for October 15, 2020

Approval of the Consent Agenda for October 15, 2020, passed with a motion by Barbara Towns and a second by Regina Waller.

Anthony Crook: Yea
Barbara Towns: Yea
Jason Sullivan: Yea
John Kerr: Yea
Regina Waller: Yea

2.B. Approval of Minutes from September 17, 2020

2.C. Approve Executive Decision - Teacher Laptop Bid – Attachment A

Executive decision was necessary to meet the LEA Reopening & Programmatic Support Grant timeline for ordering, delivery, and grant reimbursement requirements. Fifty (50) laptops were purchased with LEA Reopening & Programmatic Supports Grant in the amount of \$40,000 and (28) laptops were purchased with Title I funding to ensure that all teachers will receive a new laptop computer to support remote learning.

Howard Technology 78 computers \$61,230 (785 each)
PCS 78 computers \$61,542 (789 each)

**Bid awarded to the lowest bidder, Howard Technology*

2.D. Approve Title I Elementary School Laptop Computer Purchase

Purchase (325) student Chromebook computers for students in grades 3-5 with Title I funds. Purchase is made from the original July Howard Technology bid.

- 325 @ \$215.00 each
- 325 @ \$25.00 each for Chromebook management license
- Total Amount \$78,000

2.E. Approve Budget Amendment 141 Remote Learning Technology Grant

Amend the 2020-21 142 Federal Projects School Budget by debiting Revenue. Amendments are to include:				
		Subfund: 933 Remote Learning Technology		
DEBIT Revenue	4730 4	Remote Learning Technology Grant		105,400.83
GRAND TOTALS				\$105,400.83

Amend the 2020-21 142 Federal Projects School Budget by crediting line item Expenditures. Amendments are to include:

CREDIT EXPENDITURES	7110 0	Regular Instruction Program	
	722	Regular Instruction Equipment	105,400.83
GRAND TOTALS			\$105,400.83

2.F. Approve Budget Amendment 141-72410 Office of the Principal

Amend the 2020-21 141 General Purpose School Budget by debiting Revenue. Amendments are to include:

DEBIT Revenue	44570	Contributions & Gifts	300.00
GRAND TOTALS			\$300.00

Amend the 2020-21 141 General Purpose School Budget by crediting line item Expenditures. Amendments are to include:

CREDIT EXPENDITURES	72410	Office of the Principal	
	499 UTRUST	Other Supplies & Materials	300.00
GRAND TOTALS			\$300.00

2.G. Approve Budget Amendment 141-72120 Health Services

Amend the 2020-21 141 General Purpose School Budget by debiting Revenue. Amendments are to include:

DEBIT Revenue	46590-HSSL	Other State Education Funds	13,281.82
GRAND TOTALS			\$13,281.82

Amend the 2020-21 141 General Purpose School Budget by crediting line item Expenditures. Amendments are to include:

CREDIT EXPENDITURES	72120	Health Services	
	198 HSSL	Non-certified Substitute Teachers	1,200.00
	399 HSSL	Other Contracted Services	1,000.00
	499 HSSL	Other Supplies & Materials	4,800.00
	524 HSSL	In-Service / Staff Development	3,070.00
	735 HSSL	Health Equipment	3,211.82

GRAND TOTALS				\$13,281.82

2.H. Middle School Gymnasium Roof - Attachment B

2.I. Award 3rd Party Virtual School Vendor – Attachment C

3rd party virtual school provider is necessary if/when we return to 5-day traditional instruction as teachers will not be able to provide virtual student instruction at the same time they are providing 5-day direct instruction. K-5 options are not available. Director recommends not providing 3rd party vendor courses for high school due to CTE and CTE credits which could negatively impact graduation rates. The district will keep its present virtual school structure for grades K-5.

Edgenuity - grades 6-8

- \$275 per student, per course, per semester
- (5) courses \$1,375
- Online professional development - \$200 per course

Apex Learning - grades 6-8

- \$300 per student, per course, per semester
- (5) courses \$1,500 (does not include cost of materials)
- Online professional development - \$600 per course

**Bid awarded to the lowest bidder, Edgenuity.*

2.J. Part-time IT Technician Salary

12-monthly part-time IT Technician position approved for \$18.00 per hour, 8 hours per day for 3 days per week. This is a part-time position without leave or benefits.

2.K. High School Junior Class Fundraiser - Attachment D

2.L. Middle School Cheerleader Fundraiser - Attachment E

3. COVID-19 HEALTH COORDINATOR REPORT:

4. PRINCIPALS' REPORTS:

4.A. Trousedale County Elementary School – Mrs. Badru noted that the school was not conducting parent teacher conferences; however, the teachers have been calling parents for the past two week to provide parents with information about their student's progress. She noted that the school continues to emphasize the importance of reading through online Amplify Reading and the MyOWN library that students can use on their learn from home days. Mrs. Badru said that new Chromebooks for 4th and 5th graders have been disseminated to all students who have completed the Responsible Use Policy (RUP) and that students are excited

to receive them. She noted that students have been practicing with used Chromebooks and the Google Classroom platform since the beginning of school. Mrs. Badru discussed the NIET professional development series that emphasizes remote instructional practices as well as the K-2 portfolio training that will be taking place for teachers on Friday.

4.B. Jim Satterfield Middle School - Mr. McCall stated that the school presently had 295 students which is approximately 35 students less than the prior year. He noted that report cards were being mailed home to parents this week, which also includes virtual students. Mr. McCall discussed the new online library, MyOWN, that ELA teachers are using and that students can use for independent reading. Mr. McCall discussed the new NIET professional development series for teachers that focuses on instructing students in a remote learning environment. He noted that the new school roof was nearing 40% completion and A-Lert was going to bring more workers beginning on October 19 which should help speed up construction. Mr. McCall concluded by highlighting the school's volleyball team that finished the season with 13 wins and no losses.

4.C. Trousdale County High School - Mrs. Dickerson stated that the school presently has 375 students with approximately 31 enrolled in virtual school. She said that the school is working extensively with students who have uncompleted assignments. She noted that the school provides students with an Incomplete if their grades are too low and requires revision or if their work has not been submitted. She described the distance learning option that the school now provides for students that are quarantined and stated that it is working well for high school students. The distance learning option allows students to complete their assignments through Google Classroom without being counted as absent while under COVID quarantine. Mrs. Dickerson highlighted the school's work with special education students that is beginning conducted every Wednesday. Mrs. Dickerson said that the Wednesdays have been a great opportunity for students to catch up and get extra support from their special education teachers. She concluded by explaining how the school is using the new online library platform, MyOWN, to analyze individual student Lexile reading levels to ensure that students are provided grade-level reading opportunities.

4.D. Student School Board Representative - Student representatives Heath Chasse and Cooper Helson informed the Board about Senior Night held on October 9 where Mr. Kenny Martin was honored for attending 500 consecutive football games. They noted that 77 students took the ACT on October 9 and that all seniors will have a free ACT retake opportunity that will be held at Trousdale County High on December 12. Cooper said that 100% of the seniors had complete their TN Promise applications.

5. DIRECTORS' REPORT:

5.A. Employment Notifications

Belcher, Kelsey	Science Teacher, 6th grade
Malone, Edgar	Part-time IT Technician Assistant
Riley, Rebecca	Special Education Educational Assistant, elementary school
Slagle, Justine	English Teacher, high school
Wilkerson, Kayla	resignation, 6th grade Science Teacher

5.B. Academic and Goal Updates – Dr. Satterfield explained the purposes behind two research projects that are presently underway, the Mathematics Student Engagement Study and the newest Student Post-Secondary Learning Study. The math study is focused on student engagement around three aspects of teacher-made videos, student-directed feedback, and student self-regulation notetaking. Dr. Satterfield stated that it is apparent that the teacher videos have been popular with students. He stated that the district was just beginning the post-secondary study but that it will focus on the hypothesis of how dual enrollment affects post-secondary graduation rates in future years. He updated the Board about the NIET professional development series aimed at supporting teacher knowledge and skills on how to improve instruction in a remote or distance learning environment.

Dr. Satterfield updated the Board on present school enrollment numbers, stating that the district presently has 1,306 students, which is 28 students less than the same time last year. He noted that of the 1,306 students, 146 are virtual school students. He said that 4th and 5th grade students received their Chromebooks on October 5 and that all students in grade 4-12 have individual Chromebooks, which they take home every day so they can learn from home in case of a school closure. He also encouraged parents to view the archived Google Classroom parent trainings that can be located on the district website, noting that the videos can help parents help their students with the navigation of Google Classroom.

Dr. Satterfield concluded with providing the Board with the newest Distance Learning Guidance in the Event of a School Closure document. He stated that in the event of a school closure, the district would move from the hybrid model to a 5-day remote learning model. Grades 4-12 would utilize Google Classroom for lessons and assignments while grades K-3 would use teacher websites and paper-pencil packet exchange as in the spring closure. He noted that the schools will serve meals at respective schools in the event of a school closure and at the high school in the event of a district-wide closure. Dr. Satterfield concluded by stating that the learn from home days are a challenge but feels like everyone is learning and that schools, teachers, parents, and the district are improving.

5.C. Project Updates - Dr. Satterfield commended the Board for adding the middle school gymnasium roof to the building project in the Consent Agenda. He provided the Board with pictures of roof work. He stated that there has been some leakage due to the roof construction especially in Mr. McCall's office but those issues would not be addressed until the school is completely under the new roof. He estimated that construction would be completed in December while the gymnasium may go into January.

6. NEW BUSINESS:

6.A. LEAPS AfterSchool Salaries

AfterSchool program requests salary adjustments to equalize pay and account for changes in duties. The Board agrees to the following salary adjustments: Team Leader, \$22.41 per hour; Student Mentor \$9.00 per hour; and Clerk \$25 per hour.

LEAPS AfterSchool salary adjustments, passed with a motion by Regina Waller and a second by Barbara Towns.

Anthony Crook: Yea

Barbara Towns: Yea

Jason Sullivan: Yea

John Kerr: Yea

Regina Waller: Yea

6.B. School Reopening Planning – Reopening Plan B

Dr. Satterfield recommended a new school reopening plan (Reopening Plan B) that allows for both the high school and middle school to remain on the present hybrid model for the remainder of the fall semester. He also proposed a tentative 5-day per week in-person trial period during the last three weeks of the semester following Thanksgiving break for the elementary school. Under this plan, the Board would make final decisions on the elementary school trial period in its November meeting and final decisions for all three schools in its December meeting. The plan allows the Board to monitor COVID infections and staff availability as it nears the second semester.

Grade span	1 st Semester	2 nd Semester	Virtual School	Learning Model Delivery Agreement
PreK-5	Traditional (5 days wk) <i>“Trial period”</i> Nov. 30 – Dec. 18 <u>Determine on Nov. 19</u>	Traditional or Hybrid final 2 nd semester determination - Dec. 17	Unchanged for 2 nd semester	Parental Agreement - Traditional/Virtual? ➤ Oct. 26 – Nov. 6 Elementary parents will be provided a second opt in/out opportunity during the week of Dec. 14-17. The survey shall be conducted electronically.
6-8	Hybrid	Traditional or Hybrid final 2 nd semester determination - Dec. 17	*IF return to traditional then we must change to a <u>Vendor Provided Virtual School</u>	Parental Agreement - Traditional/Virtual? ➤ Oct. 26 – Nov. 6 *Parents will <u>not</u> have the option to change delivery models after Nov. 6
9-12	Hybrid	Remain hybrid for 2 nd semester final 2 nd semester determination - Dec. 17	Unchanged for 2 nd semester *IF return to <u>traditional, then eliminate the virtual school option in order to ensure CTE and graduation credits</u>	Parental Agreement - Traditional/Virtual? ➤ Oct. 26 – Nov. 6 *Parents will <u>not</u> have the option to change delivery models after Nov. 6

Reopening Plan B passed with a motion by Jason Sullivan and a second by Barbara Towns.

Anthony Crook: Yea
Barbara Towns: Yea
Jason Sullivan: Yea
John Kerr: Yea
Regina Waller: Yea

6.C. Protective Face Coverings - policy 1.809 COVID-19 Safeguards for Staff and Students

The elementary school asked if protective masks would be a requirement for staff and students during the discussed November 30 through December 18 5-day in person trial period. September minutes states that *“the protective mask requirement is optional when schools return to a 5-day per week schedule.”* After much discussion and without addressing the policy, Ms. Towns recommended that protective masks be required during the trial period for grades K-5, November 30 through December 18.

Motion to require protective masks to be worn during the trial period for grades K-5 Nov. 30 - Dec. 18, passed with a motion by Barbara Towns and a second by Regina Waller.

Anthony Crook: Yea
Barbara Towns: Yea
Jason Sullivan: Nay
John Kerr: Yea
Regina Waller: Yea

7. ACCOUNT ANALYSIS:

8. VENDOR CHECKS:

9. EXPENDITURES & ENCUMBRANCES:

10. ADJOURN:

Motion to Adjourn, passed with a motion by Anthony Crook and a second by Regina Waller.

Anthony Crook: Yea

Barbara Towns: Yea

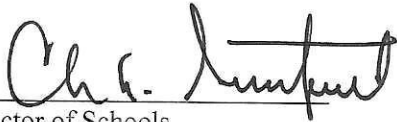
Jason Sullivan: Yea

John Kerr: Yea

Regina Waller: Yea



Chairperson



Director of Schools

Trousdale County Board of Education

Bid Opening Tabulation Summary

Location: Trousdale Co Board of Education

Project: Laptops for Teachers for Virtual Instruction

Date: 09/25/2020

Company/Individual	Project/Asset	Bid Amount
Howard Technology	Laptops	\$61,230 ⁰⁰ (\$785ea)
PCS	"	\$61,542 ⁰⁰ (\$789ea)

Approved by
Executive Decision
09/25/20 12:15 P

Executive Decision
recommended for
Board Approval
on October
Board Meeting

Trousdale County Board of Education

Bid Opening Sign-In Sheet

Location: Trousdale Co Board of Education

Project: Laptops for Teachers

Date: 09/25/20

Time: 12:00 Noon

Company	Representative in Attendance	Signature	Results
Howard Tech	UPS Delivered 9/24/20 11:26 AM	—	\$61,230.00 — (\$785 each)
PSE PCS	FedEx Delivered 9/23/20 9:55 AM	—	\$61,542.00 — (\$789 each)
TCBOE Representative	Andy Overman	<i>Andy Overman</i>	
TCBOE Representative	Jennifer Cotton (Argie Williams)	<i>Jennifer Cotton</i>	
TCBOE Representative	Argie Williams	<i>Argie Williams</i>	

Phone: 1.888.912.3151
Fax: 1.601.399.5077
Online: www.howardcomputers.com

HOWARD™

TECHNOLOGY SOLUTIONS

Howard Computers
P.O. Box 1588
Laurel, MS 39441

Online Quotation

Quote No: MS5 1054871.00
Customer Name: Andy Overman
Company Name: Trousdale County Schools
Quote Name: Dell Latitude RFP (78)

Quote Date: September 10, 2020
Phone Number: 6153742748
Fax Number:

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type: 1:	Accessories Dell Latitude 3510 - 10th Generation Intel® Core™ i5-10210U (4 Core, 6M cache, base 1.6GHz, up to 4.2GHz) - 8GB, 1x8GB, DDR4 Non-ECC - M.2 256GB PCIe NVMe Class 35 Solid State Drive - 15.6" FHD WVA (1920 x 1080) Anti-Glare Non-Touch, Camera & Microphone, WLAN Capable - Intel Dual Band Wi-Fi 6 AX201 2x2 802.11ax 160MHz + Bluetooth 5.1 - 1 Year Hardware Service with Onsite/In-Home Service After Remote Diagnosis	78	\$785.00	\$61,230.00

Sub-Total: \$61,230.00
Parts & Accessories Shipping: Included
Taxes: Tax Exempt
Total for Item 1: \$61,230.00

This quote will expire October 10, 2020.
To expedite your order, please include your quote number with your Purchase Order.

Total for all pre-configured items

Sub-Total: \$61,230.00
Parts & Accessories Shipping: Included
Taxes: Tax Exempt
Total: \$61,230.00

Notes:

Pricing and availability subject to change without notice. Packaging, Shipping, and Handling fees are not included unless specifically stated. Prices and lease payments do not include applicable taxes. Ship dates are approximations and are not guarantees. Quick ship items not available in Alaska, Hawaii, or outside the United States. Specific state laws may affect shipment of products.

Howard reserves the right to charge a 25% restocking fee for cancellation of a purchase order after Howard has commenced fulfillment of the order. Howard may, with notice, cancel any purchase order at any time without any liability to the Purchaser. Howard reserves the right to charge the Purchaser full purchase price for delaying shipment of a purchase order for an extended period of time which then results in the cancellation of said order.

Given the current uncertainties related to international trade, Howard hereby reserves the right to unilaterally revise the prices quoted herein in the event its manufacturing or procurement costs for such goods increase due to the imposition by the United States or any other country of new or higher tariffs or of any other similar tax, fee or charge.

If Purchaser fails to pay any invoice in full within the time quoted herein, Howard may, without notice, accelerate the due date of



Dell Latitude 3510

Quote #206575 v1



Prepared For:

Trousdale County Board of Ed

Andy Overman
103 LOCK SIX RD
HARTSVILLE, TN 37074

P: 6153742748
E: andyoverman@tcschools.org

Prepared by:

Headquarters

Cathy Young
1720 Topside Road
Louisville, TN 37777

P: 865.273.1960
E: cyoung@pcsknox.com

Date Issued:

09.16.2020

Expires:

10.14.2020

Hardware

The Year Warranty Option

Description	Price	Qty	Ext. Price
3000068651737.1 Dell Latitude 3510 CTO	\$789.00	78	\$61,542.00
Dell Latitude 3510 210-AVTI - 1 - 10th Generation Intel Core i5-10210U (4 Core, 6M cache, base 1.6GHz, up to 4.2GHz) 379-BDZM - 1 - Win 10 Pro 64 English, French, Spanish 619-AHKN - 1 - No Microsoft Office License Included - 30 day Trial Offer Only 658-BCSB - 1 - Integrated Intel UHD for 10th Generation Intel Core i5-10210U 338-BVBN - 1 - 8GB, 1x8GB, DDR4 Non-ECC 370-AFEH - 1 - Not selected in this configuration 817-BBBC - 1 - M.2 256GB PCIe NVMe Class 35 Solid State Drive 400-BIJP - 1 - 15.6" LCD Display Back Cover, WLAN 320-BDSQ - 1 - 15.6" HD (1366 x 768) Anti-Glare Non-Touch, Camera & Microphone 391-BFEG - 1 - Non-Backlit Power Button with No Fingerprint Reader 346-BGIP - 1 - Single Pointing Non Backlit Keyboard, US English 583-BGJF - 1 - WLAN Driver Intel AX201, CML /9260, KBL-R (with Bluetooth) 555-BFSF - 1 - Intel Dual Band Wi-Fi 6 AX201 2x2 802.11ax 160MHz + Bluetooth 5.1 555-BFNI - 1 - No Mobile Broadband Card 556-BBCD - 1 - 3 Cell 40Whr ExpressCharge Capable Battery 451-BCPT - 1 - HDD Bracket 575-BCDP - 1 - 65 Watt AC Adapter 450-ADTR - 1 - No Anti-Virus Software 650-AAAM - 1 - OS-Windows Media Not Included 620-AALW - 1 - US Power Cord 537-BBBL - 1 - Latitude 3510 Quick Start Guide 340-CPVC - 1 - US Order 332-1286 - 1 - SERI Guide (ENG/FR/Multi) 340-AGIK - 1 - Custom Configuration 817-BBBB - 1 - Regulatory Label, FCC 389-DPGZ - 1 - SupportAssist 525-BBCL - 1 - Software Driver 555-BFUC - 1 - Dell(TM) Digital Delivery Cirrus Client 640-BBLW - 1 - Dell Client System Update (Updates latest Dell Recommended BIOS, - Drivers, Firmware and Apps) 658-BBMR 1 - Waves Maxx Audio 658-BBRB - 1 - Dell Power Manager 658-BDVK - 1 - Dell SupportAssist OS Recovery Tool 658-BEOK - 1 - Dell Optimizer 658-BEQP - 1 - Direct Ship Info Mod 340-AASO - 1 - Mix Model Packaging 340-CQTO - 1 - System Ship Info 640-BBJB - 1 -			

Quote #206575 v1



Hardware

Description	Price	Qty	Ext. Price
Intel(R) Core(TM) i5 Processor Label 340-CNBZ - 1 -			
No Mouse 570-AADK - 1 -			
No Resource DVD / USB 430-XXYG - 1 -			
ENERGY STAR Qualified 387-BBOO - 1 -			
BTO Standard Shipment (S) 800-BBQN - 1 -			
No UPC Label 389-BCGW - 1 -			
EPEAT 2018 Registered (Silver) 379-BDTO - 1 -			
Latitude 3510 Bottom Door Included 321-BFKI - 1 -			
No AutoPilot 340-CKSZ - 1 -			
Dell Limited Hardware Warranty 997-6727 - 1 -			
Onsite/In-Home Service After Remote Diagnosis, 1 Year 997-6735 - 1			
Subtotal:			\$61,542.00
Quote Summary			
Hardware			Amount
			\$61,542.00
Total:			\$61,542.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Acceptance

Headquarters

Trousdale County Board of Ed

C. Young

Cathy Young

Signature / Name

09/16/2020

Date

Andy Overman

Signature / Name

Initials

Date



Centurion Industries Inc.
A-Lert Roof Systems Division
2065 FM 1102
New Braunfels, TX 78132
P (800) 344-0609 * F (830) 643-1912



September 23, 2020

Joe Fielden
COPE

Dear Mr. Fielden,

We respectfully submit the following proposal to manufacture and install an A-Lert Standing Seam Roof System on the gymnasium labeled on COPE's drawings as "not in contract".

Scope of work: Manufacture and install a standing seam roof system (approximately 9,500 square feet) with new wall panels, gutter, downspouts, flashing and trim as required. Roof panels will have a Galvalume finish and continuous in length from eave to ridge eliminating panel end laps. Roof will be approximately a 3 on 12 pitch. This will add 30 days to the construction days putting the total at 230. Includes the following items:

Material Specifications:

1. Roof Panel – 24 gauge steel with a Galvalume finish. A-Lert "SSR" panel, 16" wide with a 2" high major rib corrugation. Roof pitch to be 3:12. Concealed fastener with floating clips. UL-90.
2. Exterior Wall Panels – 24 gauge "SSR" panel with a Kynar 500 finish and labor to install.
3. Purlins and Verticals - per A-Lerts engineers design requirements. Members to be red oxide primer and labor to install.
4. Gutter – 6" x 6" x 24 gauge with a Kynar 500 finish and labor to install.
5. Downspouts – 3-1/2" x 4" x 24 gauge with a Kynar 500 finish and labor to install.
6. Trim and other flashing - 24 gauge with a Kynar 500 finish and labor to install. Trims and flashings; including Rake, J-Trim, and Eave Trim.
7. Warranty – 20 year Manufacturer's, Finish, and Watertight Warranty.

The following are excluded items and material:

1. Any work not directly related to new standing seam metal roofing.
2. Any type of demolition.
3. Disconnect, move and reconnect any conduit, lighting, power poles or weatherheads that will interfere with the installation of the new roof.
4. Downspout boots and labor to install.
5. Roof or Wall Insulation and labor to install.
6. Soffit panels and labor to install.
7. HVAC and Electrical.
8. Concrete, Masonry work, HVAC, Mechanical, Electrical, and Plumbing.

The above described work on Jim Satterfield MS can be done for a lump sum total of:

One hundred fifteen thousand seven hundred thirty seven and No/100 Dollars

\$115,737.00

Terms- 25% down upon acceptance of this proposal, monthly draws during construction and balance upon completion. Proposal is good thirty days. Customer must provide proper proof of tax exemption to avoid sales tax. **THIS PROPOSAL IS BASED UPON NO REQUIRED MODIFICATIONS TO THE EXISTING SUB-STRUCTURE. CUSTOMER IS RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ANY ASBESTOS MATERIALS OR ANY OTHER HARMFUL SUBSTANCES THAT MAY BE ENCOUNTERED AT THE JOBSITE.**

Due to the volatility of the steel market, this proposal is only valid for 30 days from proposed date.

If we can be of any further assistance or if you have any questions, please don't hesitate to call me at 1-210-842-8913.

Respectfully submitted,

Brandon Ginn

Brandon Ginn
Project Superintendent
Centurion Industries, Inc.
A-Lert Roof Systems Division

ACCEPTANCE

You are hereby authorized to complete the work described in the above proposal, for which I agree to pay the amount mentioned above.

CO #3.....**\$115,737.00**

DATE: _____

ACCEPTED: _____

_____(title)

Trousdale County Board of Education

Bid Opening Tabulation Summary

Location: Trousdale Co Board of Education

Project: Online Homebound Platform

Date: 10/14/20 Noon

Company/Individual	Project/Asset	Bid Amount
Apex Learning	"	\$300/student/semester/course
Edgenuity Inc.	"	\$275/student/semester/course



**Request for Proposal
for
Online Homebound Provider**

October 14, 2020

Submitted by **Edgenuity Inc.**
8860 East Chaparral Road, Suite 100
Scottsdale, AZ 85250
P: 877.725.4257
www.edgenuity.com

RFP Contact:
Lynette McVay
Director of Sales & Marketing Operations
480.675.7284 x1122
bids@edgenuity.com

Primary Contact:
Megan Helmey
Account Representative
832.457.5444
megan.helmey@edgenuity.com



October 9, 2020

Toby Woodmore, Supervisor 6-12
Trousdale County Board of Education
103 Lock Six Rd
Hartsville, TN 37074

Dear Toby Woodmore:

The Trousdale County Board of Education (TCBOE) is highly committed to ensuring **all students** graduate prepared for the future. Similarly, Edgenuity Inc. firmly believes that **every individual** can achieve success if given adequate tools and resources. Meeting the unique educational needs of today's **digitally native** learners requires leveraging technology in powerful, yet flexible, ways to ensure **personalized learning opportunities** for all. Edgenuity can meet the varied online learning need of the District's **diverse** student body – from credit recovery to blended learning to virtual instruction – Edgenuity's robust, **standards-aligned** solutions can support the TCBOE mission and goals, as outlined in the following response.

To specifically meet the objectives as stated in the District's bid for an *Online Homebound Provider*, Edgenuity is pleased to propose its accredited **secondary digital content / courseware** for grades 6-12, along with **Instructional Services** by highly-qualified, state-certified instructors.

Content and curricula are built to state and national standards and developed in accordance with modern pedagogical research and guidelines. Courses include age-appropriate **rigor and engagement** to ensure students master learning standards, while being flexible enough to allow for teacher modifications and individualized learning pathways. Students **control the pace of learning** with embedded supports and scaffolds that provide access to tools and resources such as: text translation, read-aloud, video captions, note taking, and more, to ensure academic success. Videos, graphic organizers, and a variety of media-rich content is presented in audio, visual, and verbal formats ensuring multi-modal instruction.

Instructors with Edgenuity's Instructional Services provide ongoing and **proactive academic support** to ensure each student achieves success and mastery of assigned concepts. Our Instructional Services are used nationwide to support a variety of programs, including homebound, virtual and blended learning, credit recovery, and credit acquisition. TCBOE is also an existing Edgenuity customer, utilizing Edgenuity's Instructional Services solution to support current secondary students who are homebound.

Edgenuity is fully invested in and dedicated to the ongoing success of our educational partners. As one of the first and largest innovators of comprehensive personalized online learning solutions in our nation, we have the expertise, personnel, and resources to fully support the Trousdale BOE in addressing its identified objectives. We are **committed** to providing continued implementation support and professional development to ensure the success of all educators and students, and look forward to an expanded partnership with the District.

Sincerely,

DocuSigned by:

Sari G. Factor

70D9EFB5FC2F46D...

Sari G. Factor, Chief Executive Officer

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	Appendix A: Requested Terms and Conditions	
	Appendix B: Tennessee Course List	
	Appendix C: System and Tablet Minimum Requirements	

TAB 3: PRICING

Edgenuity offers flexible pricing options to support the goals identified by the Trousdale County Board of Education (TCBOE) in the RFP for an *Online Homebound Provider*. Pricing is annual and subject to Edgenuity's Standard Terms and Conditions (see **Appendix A**).

Hosting fees, initial and ongoing customer and technical support, and upgrades / updates / maintenance of the licensed content and learning management system are included in license fees at **no additional cost**.

Proposed Solution: **Instructional Services 6-12**
Proposed Licensing Model: Per Student, Per Semester Enrollment

Edgenuity's **Instructional Services** includes our secondary, standards-aligned courses taught by expert, state-certified virtual instructors. Excludes secondary courses not available via Instructional Services (see Course List in **Appendix B**).

The **per student / per semester enrollment** is a single semester course assigned to a single student; the enrollment is not reusable. One semester is 18 weeks, extensions may be granted based on individual student need and/or circumstance. Standard drop / add period after enrollment is 14 days.

Cost: **\$275 per student / semester**

Additional pricing options available upon request.

Additional Information – Advanced Placement®: If the District opts to use Advanced Placement courses, as part of the College Board's requirements, each student must use a hard-cover textbook to complement the online Edgenuity AP coursework (except for AP French Language & Culture and AP Spanish Language & Culture). Hardcover textbooks are an additional cost to be purchased from a third party before the beginning of the course.

Professional Development

Professional Development / training options include onsite training days, online webinars, and follow-up training and coaching, specific to Instructional Services implementations. Edgenuity Help Center resources, Virtual School Resource Center, step-by-step guides, best practice information, and ongoing support are included at **no additional cost**.

<u>Onsite Training Day</u>	\$2,500 each (approx. 6 hours; up to 25 participants)
<u>Web Training Session</u>	\$500 each (approx. 2 hours; up to 15 participants)

Bundled options are available for discounted professional development; pricing provided upon request.



STANDARD TERMS AND CONDITIONS

These Terms and Conditions govern the provision of products and services as set forth in the applicable Edgenuity quote, customer-accepted proposal, or purchase order (collectively the "Quote," and with these Terms and Conditions, the "Agreement"). Edgenuity updates these Standard Terms from time-to-time, and posts the current version on its website at <http://www.edgenuity.com/edgenuity-standard-terms-and-conditions.pdf>.

1. DEFINITIONS.

- a. **Subscription** refers to Edgenuity's internet based learning management software as a service. The Subscription includes access to the **Licensed Material** (defined below) and **Third Party Services** found at <https://www.edgenuity.com/third-party-terms.pdf>.
- b. **Licensed Material** refers to the Edgenuity products and services specified in the Quote or other agreement, which may include Edgenuity Courseware, audio, video and other content, curriculum, documentation and software including applets and animations.
- c. **Professional Development** refers to all implementation planning, program design, administrative and instructional training, consulting and coaching for education professionals provided by Edgenuity as described in the applicable Quote. Professional Development services are also subject to the additional terms contained in the attached Addendum.
- d. **Instructional Services** refers to services provided by Edgenuity including student access to teachers and coaches, the development and implementation of policies and procedures for purposes of improving student outcomes, and other services as stated in the applicable Quote. Instructional Services are also subject to the additional terms contained in the attached Addendum.

2. LICENSE and SERVICES.

- a. **License.** Edgenuity grants Customer a non-exclusive, non-transferable license to access and use Licensed Material for internal educational and training purposes solely for the Subscription as set forth in the Quote. This Agreement provides only Customer and Customer's specifically authorized instructors, administrators, students and parents ("End Users") access to and use of the Subscription solely for internal education- and training-related purposes. License and Service types are listed below:
 - i. **Concurrent License** - provides access to software throughout the Term by all authorized Users based on the number of simultaneous licenses purchased. Total number of users accessing program simultaneously cannot exceed total quantity of licenses purchased.
 - ii. **Reusable License** - provides access to software throughout the Term by all authorized users based on the number of semester course enrollments purchased. Once a course enrollment is disabled or completed, the enrollment license can be reused for that student or another student throughout the contract period.
 - iii. **Single User** - available to a single User identified by name and designated as the sole Student User of the specific license throughout the Term. Licenses cannot be transferred to another User.
 - iv. **Site License** - provides access to software throughout the Term by all authorized Users located in the specific physical site identified on the Price Quote. Must be a traditional brick and mortar educational institution that provides educational services to students at a common physical location. Not available for virtual schools.
 - v. **Virtual School** - a Customer that is (a) a private school licensed by the applicable state where students do not meet physically regularly for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record or (b) a private tutoring provider that makes available personal attention to each student clients enrolled in a program by faculty of tutoring provider and such services are the primary purpose of enrollment by students Clients; or (c) a public program implemented by School District where students do not meet physically regularly for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record regularly for learning; and (d) with respect to (a), (b), and (c) a Virtual School is not school that sells licenses or access to Software on a standalone bases or sells license or access to Software to students not actively enrolled in and participating in learning services provided by the private school or tutoring provider.

Licenses are available to access software throughout the Term by authorized Users not to exceed specific quantities stated on Price Quote.

- b. **Services.** If set forth in the Quote, Edgenuity will also provide Professional Development and/or Instructional Services, subject to the additional terms and conditions attached hereto as the Addendum for Instructional Services and Professional Development. Customer's access to any Professional Development or Instructional Services will expire at the end of the Term set forth in the applicable Quote, or if the Subscription is terminated for any reason.
- c. **Edgenuity Technical and Customer Support.** Edgenuity will provide technical and customer support for the Service. Technical support includes system updates and enhancements when generally made available and pushed per Edgenuity's regularly scheduled maintenance. Information on customer support and technical requirements is found at <https://www.edgenuity.com/support/customer-support/>.

3. USE OF SUBSCRIPTION.

- a. **Customer Data and Student Data.** All data and materials uploaded or entered during use of the Subscription by Customer, including student information and student records, remain the property of Customer ("Customer Data"). All student-generated content and personally identifiable information about any students ("Student Data") shall remain the property of the student, or of the parent or legal guardian of the student. Customer represents and warrants that it has appropriate rights to any Customer Data and Student Data. Customer grants Edgenuity the right to use the Customer Data and Student Data solely for purposes of performing under this Agreement. Students (or Parents or legal

guardians of the Student), retain ownership and control of all Student Data that is provided or accessed through Edgenuity's course, and ownership of such Student Data never passes to Edgenuity. During the term of this Agreement, Customer may export Customer Data and Student Data to the extent allowed by the functionality within the Subscription. For training and demonstration purposes, Edgenuity may use and share Customer Data and Student Data, but will share only with supervisors, instructors and other Customer employees who have appropriate authorization.

- b. **Customer Responsibilities.** Customer must (i) keep its passwords secure and confidential; (ii) be solely responsible for Customer Data and all activity in its account; (iii) use commercially reasonable efforts to prevent unauthorized access to its account and notify Edgenuity promptly of any such unauthorized access; and (iv) use the Subscription as described in Edgenuity's written technical guides. Customer authorizes its integrators or other third party vendors and Edgenuity to conduct initial setup and to allow continued access to the Subscription for the sole benefit of Customer. Customer may provide Edgenuity the name and contact information for all third parties authorized by Customer, or necessary for Customer to use the Subscription. Customer is solely responsible for ensuring compliance by its authorized integrators or other third party vendor(s) with all federal, state and local privacy laws and regulations. **EDGENUITY HEREBY DISCLAIMS FOR ALL PURPOSES AND CIRCUMSTANCES ANY RESPONSIBILITY OR LIABILITY FOR USE OF THE PRODUCTS INCLUDING THE CUSTOMIZATION THEREOF.**

4. WARRANTIES and DISCLAIMERS.

- a. **Compliance Warranty & Privacy Policy.** Edgenuity will comply with, and will cause each of its employees, agents, and contractors to comply with, all state, federal and municipal laws and regulations applicable to its performance under this Agreement ("Applicable Laws"), including without limitation the Family Educational Rights and Privacy Act ("FERPA"), and the Children's Online Privacy Protection Act ("COPPA"). Edgenuity's Privacy Policy, which is incorporated by reference into these terms and conditions, contains additional terms regarding Edgenuity's use of and commitment to safeguarding Student Data, and compliance with other student privacy laws. Customers and End Users can find Edgenuity's privacy policy at <http://www.edgenuity.com/Information/Privacy/>. Customer is responsible for providing notice of its own privacy policy to parents of its student and for obtaining any necessary parental consents for students to use the Subscription as may be required by Applicable Law.
 - b. **Professional Development and Instructional Services Warranty.** Edgenuity warrants that it will provide Professional Development and/or Instructional Services in a professional and competent manner consistent with the terms of this Agreement and under generally accepted industry standards.
 - c. **Edgenuity Service Warranty.** Edgenuity warrants that it will make commercially reasonable efforts to maintain the online availability of the Subscription. CUSTOMER'S EXCLUSIVE REMEDY AND EDGENUITY'S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE FOR EDGENUITY TO REPAIR THE NON-CONFORMING SERVICE, OR IF EDGENUITY CANNOT MAKE SUCH REPAIR WITHIN A REASONABLE PERIOD OF TIME, THEN EDGENUITY MAY TERMINATE ACCESS TO THE SUBSCRIPTION AND REFUND A PORTION OF THE FEE.
 - d. **DISCLAIMERS.** THE SUBSCRIPTION IS PROVIDED "AS IS" AND WITH ALL FAULTS. EXCEPT FOR THE ABOVE WARRANTIES, THE SUBSCRIPTION AND ANY PROFESSIONAL DEVELOPMENT AND INSTRUCTIONAL SERVICES ARE PROVIDED ON AN "AS-IS" AND "WHEN AVAILABLE" BASIS. EDGENUITY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING THE SUBSCRIPTION AND SERVICES TO THE EXTENT ALLOWED BY LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE OPERATION OR CONNECTIVITY OF THE SUBSCRIPTION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SUBSCRIPTION WILL BE FREE OF ALL POSSIBLE METHODS OF UNAUTHORIZED ACCESS, ATTACK, OR INTRUSION.
5. **PAYMENT, INVOICING AND TAXES.** Unless otherwise provided in the Quote, Customer will pay the amount of each invoice net 30 days after the invoice date. Except to the extent that Customer provides Edgenuity with a valid tax exemption certificate authorized by the appropriate taxing authority, Customer must pay any taxes, impositions, or other charges imposed or levied by any governmental authority, including any sales, use, value-added, or withholding taxes, in connection with the Quote, excluding Edgenuity income and payroll taxes.

6. MUTUAL CONFIDENTIALITY.

- a. **Definition of Confidential Information.** Confidential Information means all non-public information including Personally Identifiable Information ("PII") as defined by Applicable Law, disclosed by a party ("Discloser") to the other party ("Recipient"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure ("Confidential Information"). Edgenuity's Confidential Information includes without limitation the Service, its user interface design and layout, pricing information, and the Licensed Material.
- b. **Protection of Confidential Information.** The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this Agreement.
- c. **Exclusions.** Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser; (ii) was known to the Recipient before its disclosure by the Discloser without breach of any obligation owed to the Discloser; (iii) is received from a third party without breach of any obligation owed to Discloser; or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance written notice to seek a protective order.

7. EDGENUITY PROPERTY.

- a. **Reservation of Rights.** The content, documentation, software, workflow processes, user interface, designs, know-how and other items provided by Edgenuity as part of the Subscription, any Instructional Services or Professional Development, or in response to Customer requests for customized content are the proprietary property of Edgenuity and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Edgenuity and its licensors. Customer may not remove or modify any proprietary marking or restrictive legends in the Edgenuity Courseware. Edgenuity reserves all rights unless expressly granted in this Agreement.
- b. **Restrictions.** Customer may not (i) sell, resell, rent or lease the access to the Subscription or use it in a service provider capacity; (ii) use the Subscription to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Subscription or attempt to gain unauthorized access to the Subscription or its related systems or networks; (iv) use the Subscription for other than internal Customer educational purposes; (v) reproduce, frame, mirror, modify, translate, enhance, decompile, disassemble, copy, download or reverse engineer the Subscription or modify, create derivative works based on the Subscription; or (vi) access the Subscription to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

8. TERM AND TERMINATION.

- a. **Term.** The Term of this Agreement and Customer's access to the Subscription, Services, and any instructional Services or Professional Development services will continue for the period indicated on the applicable Quote, unless terminated by Edgenuity for material breach. The term of the Agreement begins and ends on the effective dates stated in the Price Quote for Services ("Term") and Customer only has the right to use the Products and/or Service during the Term. The Term may be extended for an additional one (1) year renewal term (or other duration stated in the invoice) upon Edgenuity's issuance of an invoice for extension and either: (a) payment for such invoice by Customer or (b) Customer's continued accessing and use of the Products and/or Service.
- b. **Funding-Out Clause.** If Customer is a governmental entity receiving federal funds, Customer's payment obligation may be conditioned upon the availability of funds that are appropriated or allocated by the applicable government agency. If funds are not allocated, Customer may terminate this Agreement at the end of the period for which funds are available. Customer must notify Edgenuity in writing within thirty (30) calendar days before termination. Upon termination, Edgenuity will be entitled to a pro-rata portion of the fees for Service performed up to the date of termination.
- c. **Non-payment of Fees.** Edgenuity may terminate the Agreement and access to the Subscription in a Quote within ten (10) days after Customer receipt of a notice of non-payment of amounts owed under that Quote.
- d. **Mutual Termination for Material Breach.** Except for 7(b), if either party is in material breach of this Agreement, the non-breaching party may terminate this Agreement at the end of a written thirty (30) calendar day notice and cure period, if the breach has not been cured.
- e. **Access to and Return of Customer Data and Student Data.** For a period of up to sixty (60) days after termination, upon request, Edgenuity will make the Subscription available for Customer to access and export Customer Data and Student Data. Alternately, Customer may submit a written request to Edgenuity up to sixty (60) days after termination, to request the deletion of Student Data (other than anonymized or de-identified data that may be retained pursuant to Edgenuity's Privacy Policy).
- f. **Suspension for Violations of Law.** Edgenuity may temporarily suspend the Subscription or remove the applicable Customer Data, or both, if it in good faith believes that, as part of using the Subscription, Customer has violated a law. Edgenuity will attempt to contact Customer in advance.
- g. **Return or Destroy Edgenuity Materials Upon Termination.** Within sixty (60) days after expiration or termination of this Agreement for any reason, upon request, Customer agrees to return, delete or destroy all proprietary Edgenuity materials provided by Edgenuity. Customer will confirm its compliance with this destruction or return requirement in writing upon request of Edgenuity.

9. LIABILITY LIMIT.

- a. **EXCLUSION OF INDIRECT DAMAGES.** EDGENUITY IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF DATA, RECORDS OR INFORMATION; AND LOST PROFITS), EVEN IF IT KNOWS OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.
- b. **TOTAL LIMIT ON LIABILITY.** EDGENUITY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE 12-MONTH PERIOD BEFORE THE EVENT THAT GAVE RISE TO THE LIABILITY.

10. INDEMNITY.

- a. Edgenuity will defend or settle any third party claim against Customer to the extent that such claim alleges that Edgenuity technology used to provide the Subscription violates a copyright, patent, trademark or other intellectual property right. Customer must promptly notify Edgenuity of any such claim in writing, cooperates with Edgenuity in the defense, and allow Edgenuity solely to control the defense or settlement of the claim. If such a claim appears likely, then Edgenuity may modify the Subscription, procure the necessary rights, or replace the infringing part of the Subscription with a functional equivalent. If Edgenuity determines that none of these are reasonably available, then Edgenuity may terminate the Subscription and refund any prepaid and unused fees. Edgenuity has no obligation for any claim, in whole or in part, arising from information, items or technology not provided by Edgenuity or for any third party services not owned by Edgenuity. THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND EDGENUITY'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.
- b. To the extent permitted under Applicable Law, each party will defend, indemnify and hold harmless the other party from and against any third party claims, injuries, losses, damages, settlements, penalties, fines, costs, or expenses (including reasonable attorneys' fees) that arise

from or relate to (i) the indemnifying party's negligence, misconduct or breach of this Agreement; and (ii) an indemnifying party's violation of Applicable Law.

11. OTHER TERMS.

- a. **Governing Law.** If Customer is a public school or district or other state or municipal governmental agency, this Agreement will be governed by the laws of the state where the Customer resides, excluding any conflict of law principles. Otherwise, this Agreement will be governed by the laws of the state of Arizona.
- b. **Entire Agreement and Changes.** These Terms and Conditions (and any Attachments) and the Quote constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. The Parties may modify this Agreement only by written agreement signed by both parties.
- c. **No Assignment.** Neither party may assign or transfer this Agreement or a Quote to a third party, except that this Agreement with all Quotes may be assigned, without the consent of the other party, as part of a merger or sale of all or substantially all the assets of a party.
- d. **Independent Contractors.** The parties to this Agreement are independent contractors, and this Agreement does not create any partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.
- e. **Feedback.** By submitting ideas, suggestions or feedback to Edgenuity regarding the Subscription, Customer agrees that items submitted do not contain confidential or proprietary information; and Customer grants Edgenuity an irrevocable, unlimited, royalty-free and fully-paid perpetual license to use such items for any business purpose.
- f. **Enforceability and Force Majeure.** If any term of this Agreement is invalid or unenforceable, the other terms remain in effect. Except for the payment of fees, neither party is liable for events beyond its reasonable control, including, without limitation force majeure events, failure of Internet services, any third party service and telecommunications services.
- g. **Money Damages Insufficient.** Any breach by a party of this Agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.
- h. **No Additional Terms and Order of Precedence.** This Agreement supersedes any additional or conflicting terms of any Customer form-purchasing document. If there is an inconsistency between these Terms and Conditions and any Quote, the Quote will prevail only with respect to pricing, duration and service specific terms.
- i. **Survival of Terms.** Sections 5 through 10, 11(a) (e) (g) (h) and (i) shall survive termination of this Agreement.

Addendum for Instructional Services & Professional Development

1. **APPLICABILITY.** These additional terms and conditions apply if the Quote includes the purchase of Instructional or Professional Development Services from Edgenuity. In the event of a conflict between these additional terms and the Edgenuity Standard Terms and Conditions, these additional terms shall control, but solely with respect to the provision of Instructional and/or Professional Development Services.
2. **CUSTOMER LIAISON.** Customer will designate an individual to serve as its primary liaison to Edgenuity for all communications related to the provision of Instructional and Professional Development Services, setting up access for End Users, and use of the Subscription.
3. **HOURS OF AVAILABILITY.** Edgenuity Instructional and Professional Development Services will be available during the business hours specified by Edgenuity, or if Customer requires Instructional Services for certain times or additional hours, such requirements must be specified in the Quote prior to the beginning of the Subscription. Requests for access to Instructional or Professional Development Services not already provided for in the Quote must be made or approved by the Customer Liaison, and may result in additional charges.
4. **NO GUARANTY OF OUTCOMES.** Edgenuity cannot make any guarantees, representations or warranties as to any student, teacher, or other End User outcomes or results from the Instructional or Professional Development Services.
5. **INSTRUCTIONAL SERVICES.** If specified in the Quote, Edgenuity will provide virtual access to teachers or coaches (or both) ("Edgenuity Instructors") who are hired, trained, supervised, and paid by Edgenuity, and who will assist in the virtual delivery of the Licensed Material to students and their use of the Subscription (the "Virtual Programs"). Customer is responsible for (a) providing secure internet access for End Users to use the Virtual Programs; (b) all day-to-day management of the Virtual Programs, subject in all cases to compliance with Applicable Law and Customer policies; (c) obtaining all necessary consents for the provision of Instructional Services where they will involve direct contact between Edgenuity Instructors and students and parents; (d) determining appropriate student courses and verifying student schedules; (e) monitoring student attendance and ensuring compliance with applicable state requirements; and (f) assisting students not making adequate progress.
 - a. **Instructor Requirements.** Customer shall be responsible for advising Edgenuity of any special certification, training, background checks, insurance, fingerprinting or similar requirements for the Edgenuity Instructors as may be imposed by Applicable Law ("Instructor Requirements"). Edgenuity shall be solely responsible for all decisions regarding hiring, supervision, discipline, and dismissal of Edgenuity Instructors, and for ensuring that all Edgenuity Instructors meet and comply with Instructor Requirements.
 - b. **Exceptional Student Services.** If Customer is a public entity receiving federal funds, Customer is considered the "Local Educational Agency," or LEA, as that term is defined by Applicable Law, and Customer is solely responsible for the provision of any special education services. Edgenuity's services do not include (i) providing special education services; (ii) creating, implementing or providing Individualized Education Programs (IEP); (iii) providing reasonable accommodations or any services to insure compliance with the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act (ADA), section 504 of the Rehabilitation Act, or any other Applicable Law. Notwithstanding the foregoing, Edgenuity will discuss, formulate and make reasonable adjustments and accommodations in furtherance of student IEPs or reasonable accommodations established by Customer, provided that Customer provides necessary IEPs and section 504 documentation to Edgenuity. Customer shall be solely responsible for the costs of any required adjustments or accommodations.
 - c. **State Testing.** Customer is responsible for providing appropriate accommodations for the administration of any state-mandated standardized testing by End Users. Customer is also responsible for receiving, distributing, administering, proctoring and returning all state mandated standardized tests under applicable state law, policies and procedures.
 - d. **Reporting and Withdrawal of Students/End Users.** Where reporting of student results is required by Applicable Law, Customer shall be responsible for insuring the accuracy and completeness of student information used, relied upon, or reported by Edgenuity in providing the Instructional Services, and shall promptly notify Edgenuity if any student information needs to be corrected or updated. Upon notice to Customer, Edgenuity reserves the right to withdraw End User access for students who fail to take required tests or maintain adequate progress.
6. **PROFESSIONAL DEVELOPMENT SERVICES.** If included in the Quote, Edgenuity may also provide Professional Development Services, ("PD Services") which may include training and instruction to Customer's instructors and administrators on the implementation and use of the Subscription, curriculum workshops, use of student information to monitor progress, and other related topics as may be specified in the Quote. Customer shall be solely responsible for providing necessary equipment and secure internet access to facilitate the PD Services, and for scheduling the PD Services at least two (2) weeks in advance.
 - a. **Charges for PD Services.** Before delivering Professional Development Services, Edgenuity must receive a signed Quote specifying the number of hours included and the cost of the services provided, and all necessary setup and implementation services required to demonstrate and use the Subscription must be completed. PD Services will be available for use by Customer only during the Term of the Subscription. PD Services purchased but not scheduled and delivered within the first year of the Term may be forfeited without notice. If there are any changes or cancellations of PD services less than 72 hours prior to the scheduled delivery date, Customer agrees to reimburse Edgenuity for travel and other out-of-pocket expenses incurred. The Parties must document in writing and sign any grace periods or extension of time for delivery of PD Services.
 - b. **Use of Customer's Facilities.** If Edgenuity will be providing any PD Services at Customer's premises, Customer shall advise Edgenuity in advance of any Instructor Requirements for Edgenuity personnel, and Edgenuity will be responsible for insuring that all Professional Development personnel meet and comply with all such requirements.
7. **NO UNAUTHORIZED RECORDING OR REPRODUCTION.** All content delivered by Edgenuity as part of Instructional or PD Services are the property of Edgenuity, and customer may not record, reproduce or copy such content without Edgenuity's express written authorization.



Trousedale County Schools Request for Fundraising Activity

Attachment D

School: ☐ TCES ☐ JSMS ☒ TCHS

Student Group/Activity: Junior Sponsor

Net Amount Expected/Goal: \$500.00

Specific Purpose of the Fundraiser:

To raise money to help fund the TCHS pageant and 2021 Junior/Senior Prom.

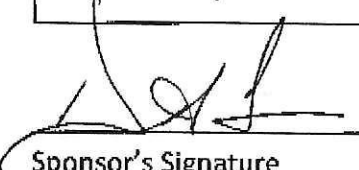
Purchase a purple bracelet with gold TC from Omi Beads for \$10.00 cost, including taxes and shipping. To be sold to public \$15.00, teachers and staff \$13.00

Specific Use of the Funds Acquired:


TCHS pageant and prom

Describe how students will be involved in the fundraising activity:

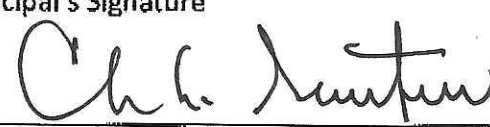
Use my DE class to have students help create a flyer for the fundraiser. Students will be allowed to purchase a bracelet for Christmas, Birthday, Mother's Day present at \$15.00 each to make a profit of \$5.00. They will also be able to sell to teachers for a discounted price of \$13.00 for the teacher.


Sponsor's Signature

9/25/2020
Date


Principal's Signature

9/25/2020
Date


Director's Signature

10/16/2020
Date

Board Approved: 10/15/2020



Trousdale County Schools
Request for Fundraising Activity

Attachment E

School: ☐ TCES ☒ JSMS ☐ TCHS

Student Group/Activity: Cheerleading

Net Amount Expected/Goal: \$500+

Specific Purpose of the Fundraiser:

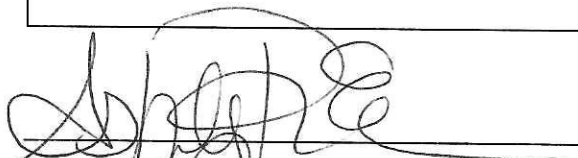
The purpose of this fundraiser is to raise funds to purchase new equipment and supplies.

Specific Use of the Funds Acquired:


Money raised will be used to purchase new tarps, paint supplies, and basketball spirit wear and items.

Describe how students will be involved in the fundraising activity:

Cheerleaders will sell cake jars from Sweet Things Bakery in Lebanon, TN.


Sponsor's Signature

10/1/20
Date


Principal's Signature

10/3/2020
Date


Director's Signature

10/16/20
Date

Board Approved: 10/15/2020