

GREENEVILLE CITY BOARD OF EDUCATION

AGENDA

Date of Meeting: February 25, 2025

Time: 5:00 PM

Location: Professional Development Center at the Kathryn W. Leonard
Administrative Office

{{Name: Agenda Item Name}} {{AnticipatedTime: Agenda Item Time}}

I. **Call to Order**

II. **Pledge to the Flag**

III. **Recognition of Visitors**

IV. **Special Recognition** (20 minutes)

- Act 30+ Awards
- School Recognitions

V. **Public Comment Period** (20 Minutes)

VI. **School Report** (10 minutes)

VII. **Conflict of Interest Statement** (5 Minutes)

Chair to Board Members:

- "If you have any relative who is employed by the Board of Education, meaning a spouse, parent, parent-in-law, child, son-in-law, daughter-in-law, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, or any person who resides in the same household as you, please acknowledge the same at this time by raising your hand."

Chair to Board Members:

2. "To those board members who just raised their hands, do you hereby certify that any and all votes you will cast during this meeting are in the best interest of the school system? If so, please say, 'Aye.'"

Chair to Board Secretary:

3. "Please reflect within the minutes that possible conflicts were acknowledged, with board members present confirming their intent to act in the best interest of the school system."

VIII. **Approval of Agenda** (5 Minutes)

IX. **Consent Agenda** (5 minutes)

- A. Consideration of Approving Minutes of January 23, 2025 Board Meeting
- B. Consideration of Accepting Personnel Report
- C. Consideration of Approving Board Policy Revisions (2nd Reading)
- D. Consideration of Approving Board Policy Revisions - No Changes (1st Reading)
- E. Consideration of Approving School Trip Request
- F. Consideration of Approving Disposal of Surplus
- G. Consideration of Approving School Fee Structure for 2025-2026

X. **Action Items**

- A. Consideration of Approving Year 2024-2025 Tenure Candidates (5 Minutes)
- B. Consideration of Accepting January 2025 Financial Statements (5 minutes)
- C. Consideration of Approving Tuition Rates for the 2025-2026 School Year (5 Minutes)
- D. Consideration of Approving Board Policy Revisions - 1st Reading
- E. Consideration of Approving Purchase of Benchmark Assessments & Coursework for the ACT - Full Campus for GHS (5 Minutes)
- F. Consideration of Adopting and Purchasing Science Textbooks (5 Minutes)

XI. **Director's Report** (5 minutes)

XII. **Legislative Update** (5 Minutes)

XIII. **Adjournment**

East View Elementary

School Board Report
2025



About Our School

School Profile

393 Students

Student Performance Achievement/Growth

TCAP Reading: 57.7% Growth Level 4
TCAP Math: 66.7% Growth Level 5
TCAP Science: 66.1% - Growth Level 4
Overall School Growth Composite-
Level 5

Student Enrollment & Teacher Staffing

Grade Level	#Students	#Teachers	Class Size
Pre-K	20	1	20
K	64	3	21-22
1st	65	3	22-23
2nd	67	3	22-23
3rd	51	3	17
4th	61	3	20-21
5 th	64	3	21-22

Teachers

- **ELL %-15/373=4.0%**
- **Economically Disadvantaged%-EV Economically Disadvantaged is 49% for 2024-25.**
- **SWD%- 36/373=9.6%**

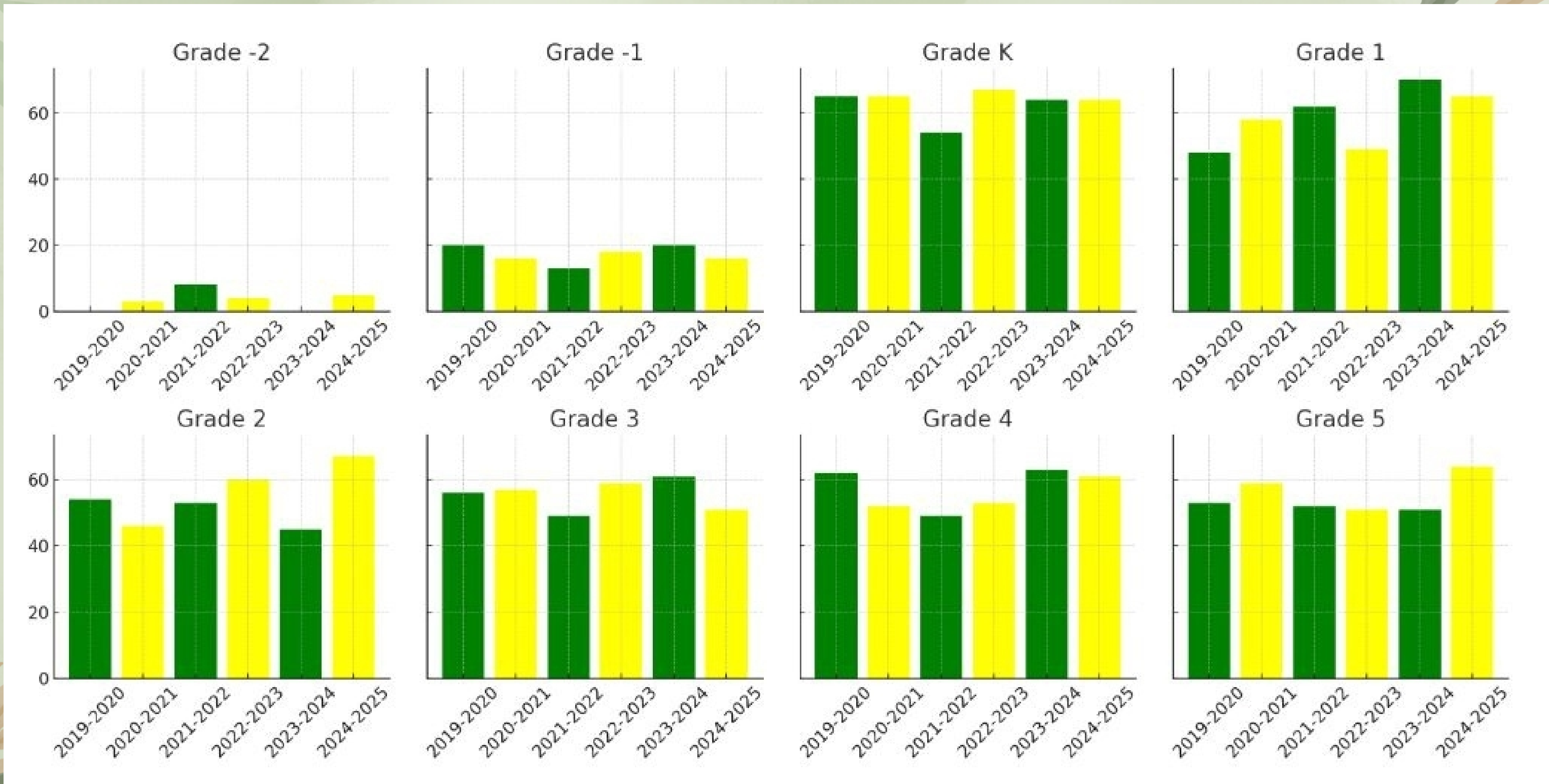
K-5 Students; Current Numbers

- **2 SPED Teachers**
- **1 CDC SPED Teacher**
- **1 ELL Teacher (Part-Time)**
- **1 Speech Teacher**
- **1 Pre-K Teacher**
- **5 Specialists (Related Arts)**
- **18 Classroom Teachers in K-5**
- **1 Academic Specialists (shared with district)**

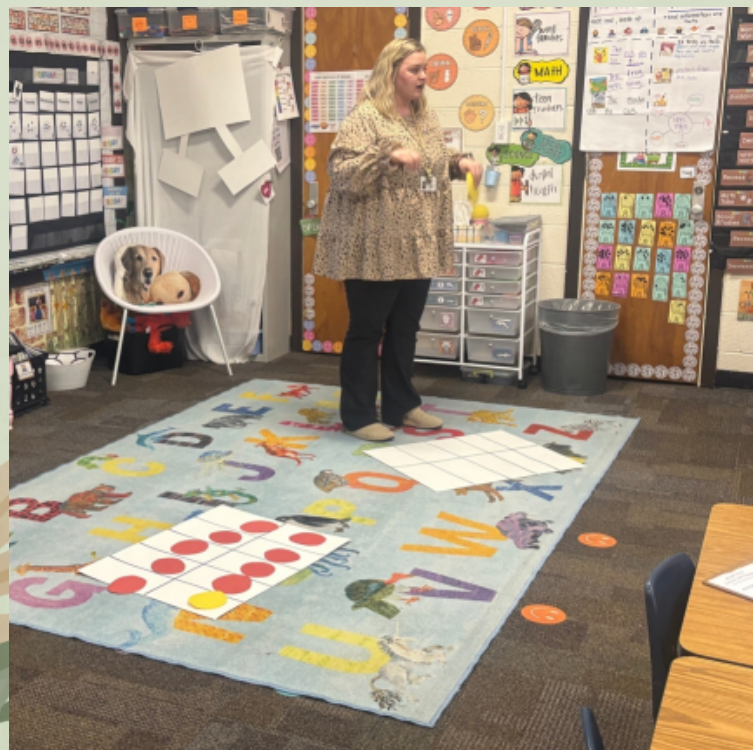
Growth Trends

Student Enrollment History	School Year	-2	-1	K	1	2	3	4	5	Total
EastView Elementary	2019-2020	0	20	65	48	54	56	62	53	358
EastView Elementary	2020-2021	3	16	65	58	46	57	52	59	356
EastView Elementary	2021-2022	8	13	54	62	53	49	49	52	340
EastView Elementary	2022-2023	4	18	67	49	60	59	53	51	361
EastView Elementary	2023-2024	0	20	64	70	45	61	63	51	374
EastView Elementary	2024-2025	5	16	64	65	67	51	61	64	393

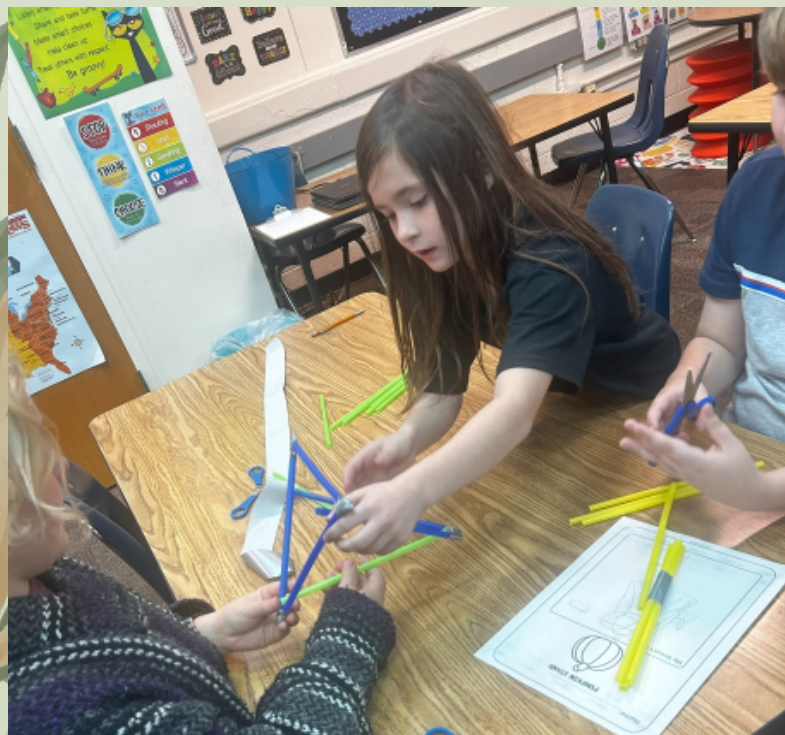
Growth Trends



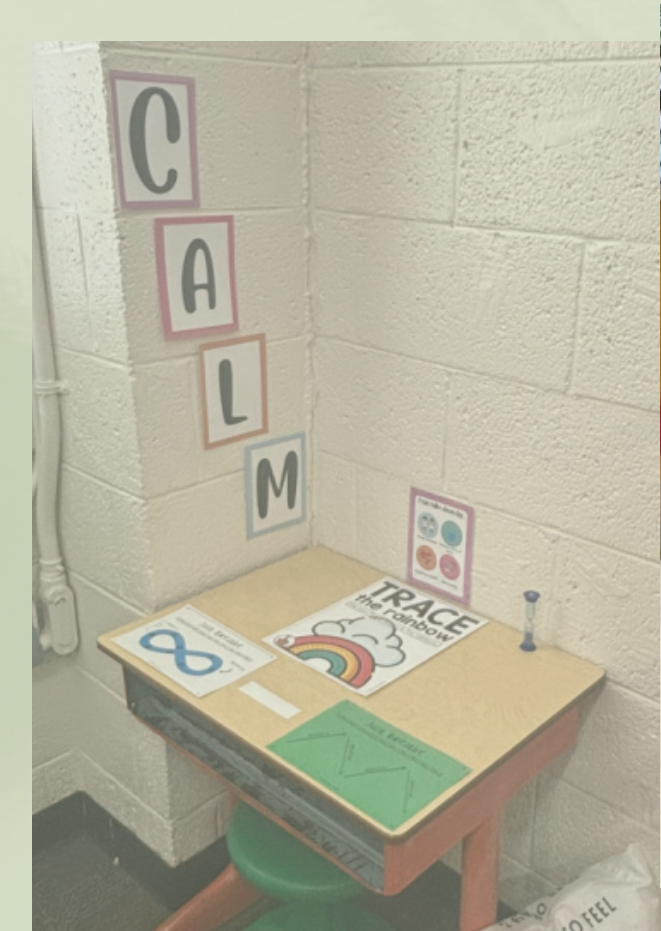
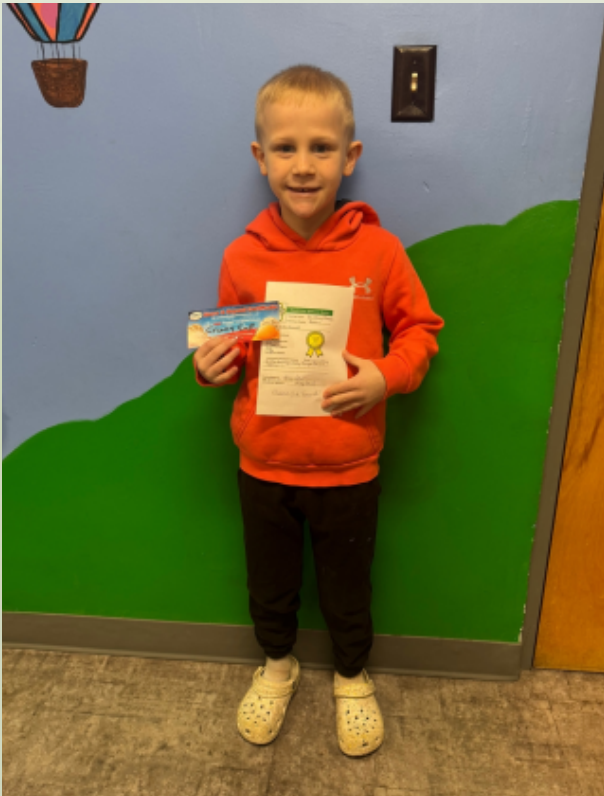
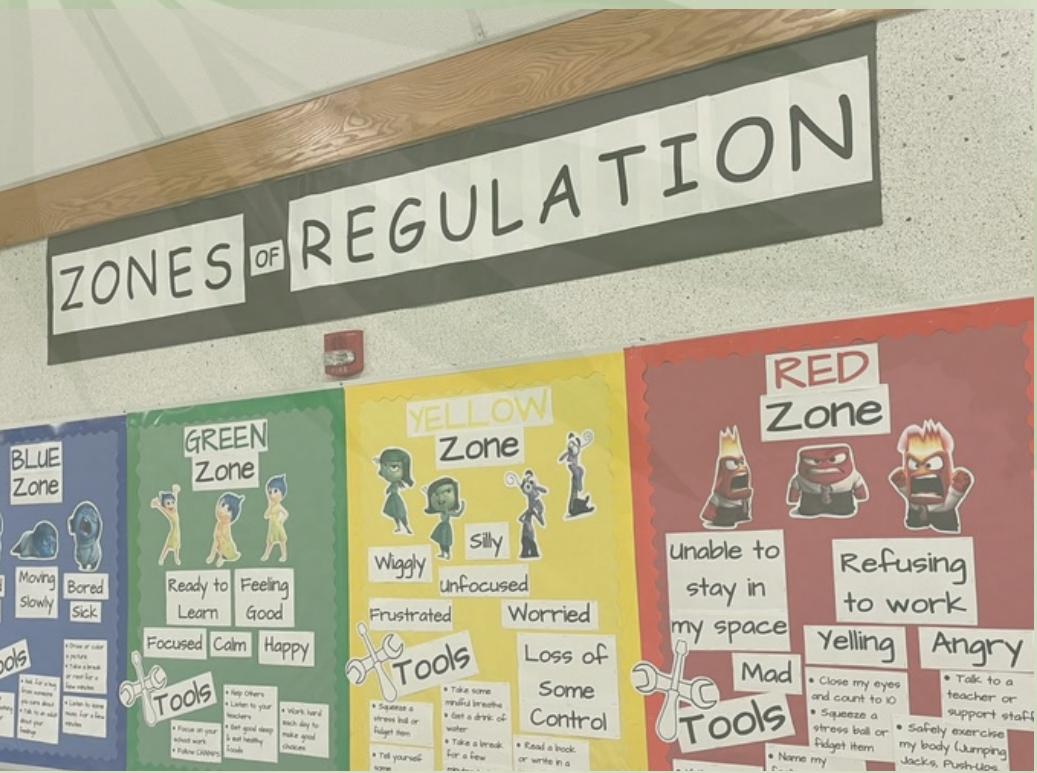
Curriculum and Instruction



21st Century Grant



Student Engagement, Wellness, and Celebrations



Safety



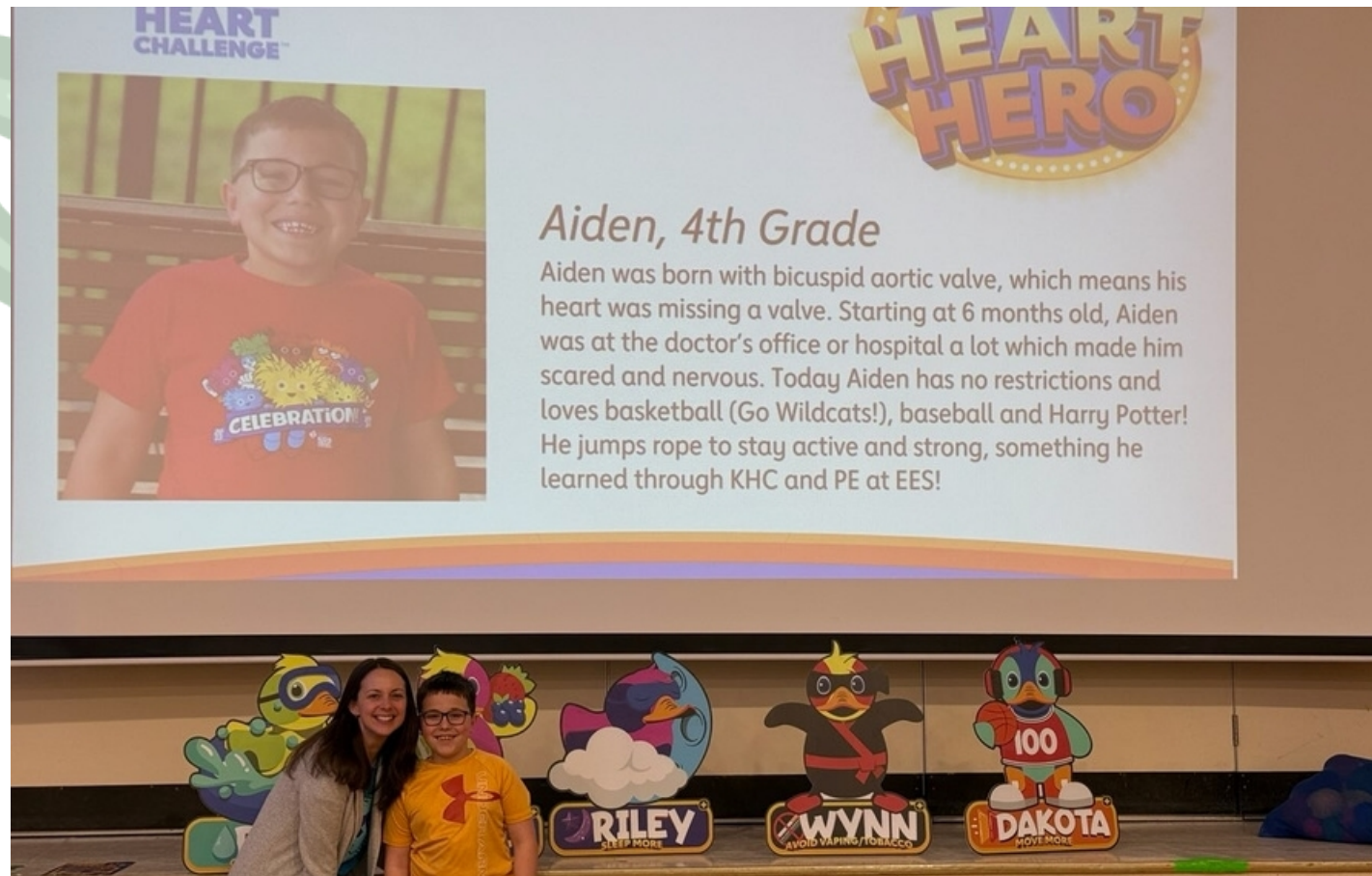
Focus on the Arts



Family Engagement



Community Involvement



Future Goals

Improvement in Academic Success Rate and Growth

- *Small Group Intervention in ELA and Math**
- *Differentiated Instruction in all Content Areas**
 - *Focus on our economically disadvantaged students**
- *Continued focus on supporting SPED and ELL students**
 - *New Science Curriculum**
 - *IPG focus in ELA and Math**
- *Continue Fidelity with New Math Curriculum**
 - *Analyzing Student Work Samples with Writing**

Increase College and Career Readiness

- *Focus on Careers**
- *Focus on College Pathways**
- *Focus on Technical Pathways**
- *Focus on Portrait of a Graduate**

Social and Emotional Learning

- *Focus on restorative practices/discipline**
 - *PL for teachers on SEL**
- *Focus on Chronic Absentism**

Improve Teacher Retention



- *Training and support for new teachers**
- *Support district with recruitment**

37.5% teachers at EV are non-tenured


4-5 potential retirees in the next few years

Academic Achievement

TDOE Announces School and District Designations for 2023 ✨ 2024 School Year

2023 ✨ 2024	2023 ✨ 2024
REWARD SCHOOL	REWARD SCHOOL
 EASTVIEW ELEMENTARY SCHOOL EastView Elementary School	 Tusculum View Elementary School

Recognition for Outstanding Student Success in Achievement & Growth



Tennessee School Letter Grades 2023 ✨ 2024

 EASTVIEW ELEMENTARY SCHOOL	 Tusculum View Elementary School	
 Greenville Middle School	 Greenville High School	

CONGRATULATIONS

22-23 Recognitions
23-24 Recognitions



Nominated for National Blue Ribbon Excellence Award for High Achievement

What makes EastView
so special to you?

OFFICIAL MINUTES OF THE GREENVILLE CITY BOARD OF EDUCATION

Thursday, January 23, 2025

The Greeneville City Board of Education met in Regular session on Thursday, January 23, 2025, at the Greene Technology Center, 1121 Hal Henard Rd, Greeneville, Tennessee 37743. Board Members **Present:** Pam Botta (Board Member), Crystal Hirschy (Board Member), Cindy Luttrell (Chair), Josh Quillen (Treasurer), Dr. Craig Shepherd (Vice-Chair). The Chairman called the meeting to order and welcomed all in attendance.

BUSINESS TRANSACTED

I. Call to Order

II. Recognition of Visitors

III. Special Recognitions

Board Appreciation:

Director Steve Starnes recognized the outstanding contributions of the Greeneville City Schools Board of Education. He highlighted their vital role in shaping the vision, policies, and direction of the district to ensure students receive a high-quality, equitable education. Starnes praised the board members for their collaborative work with parents, teachers, and community leaders to meet the needs of over 2,900 students across eight schools. He acknowledged their efforts in managing the district's budget, maintaining facilities, and navigating complex challenges such as legal matters, curriculum development, and state and federal compliance. Expressing gratitude, Starnes commended the board's dedication to strengthening the educational system and supporting students' futures.

Carson Quillen/Drew Armbrister:

Jeff Townsley recognized the outstanding achievements of two senior football players stating both athletes have demonstrated exceptional talent, dedication, and leadership, earning well-deserved recognition for their contributions to their team and the sport.

Carson Quillen (Running Back, Senior)

Class 4A Mr. Football Finalist

Participated in the 2024 Blue-Grey All-American Bowl

Region 1 4A Player of the Year

WJHL Player of the Year

WCYB Player of the Year

Greeneville Sun Offensive Player of the Year

Grassroots Media Offensive Player of the Year

Tennessee Sports Writers All-State

Tennessee Football Coaches Association All-State

Selected for Rivalry Showcase All-Star Game

Statistics:

179 rushes for 1,775 yards and 33 touchdowns

9.9 yards per rush

13 catches for 218 yards and 2 touchdowns

2,383 all-purpose yards

Drew Armbrister (Linebacker, Senior)

Participated in the 2024 Blue-Grey All-American Bowl

Region 1 4A Defensive Player of the Year

Greeneville Sun Defensive Player of the Year

Grassroots Media All Greene County Defense
Tennessee Sports Writers All-State
Tennessee Football Coaches Association All-State
Rivalry Showcase All-Star Game Participant
Statistics:

75 tackles, 21 assists, 8 tackles for loss (TFL)
1 fumble recovery, 1 forced fumble
2 pass breakups, 1 quarterback pressure

IV. Public Comment Period

There were no requests to speak on any agenda items.

V. School Report

Dr. Lindsey Weeden, Principal of TOPS, presented the school's report, reflecting on the school's growth, achievements, and community engagement over the past year.

The enrollment at TOPS has seen steady growth since 2021, with student numbers rising from 85 in 2021 to 111 in 2024. This year's goal is to continue fostering slow but steady growth, prioritizing quality over quantity. Dr. Weeden emphasized that the focus is on maintaining a strong and supportive learning environment as the school expands.

Achievement rates have shown improvement, particularly in the area of English Language Arts (ELA) for grades 3-5. In 2022, 37.8% of students in this group were achieving proficiency, and that number increased to 45.4% in 2024. In math, while there was a dip from 18.9% in 2022 to 12.1% in 2023, there was a significant recovery in 2024, with 30.3% of students achieving proficiency. These gains highlight the school's commitment to improving academic outcomes.

On the financial side, TOPS maintained a balanced budget for the 2023-2024 year. The school's costs amounted to \$640,000, with funding generated slightly exceeding expenses, leading to a modest surplus of \$600. For the upcoming year, 2024-2025, TOPS expects a larger surplus of \$75,000, with funding projected to reach \$715,000. This financial stability allows for continued investment in the school's programs and resources.

Dr. Weeden also highlighted the unique aspects that set TOPS apart from other institutions. The dedication of the teachers and staff, high expectations coupled with flexibility, and a strong focus on personalized learning create an environment where students can thrive.

Community engagement remains a key pillar for the school. Monthly virtual parent nights have kept families connected, alongside social and emotional support nights hosted by counselors and special education teachers. Social events for both K-2 and 3-5 grade levels have encouraged camaraderie and school spirit. The school also conducts TNReady practice tests to ensure that students are well-prepared for assessments, and several exciting upcoming events, including a Nashville Zoo Social and the 5th Grade Celebration/Graduation, are eagerly anticipated.

TOPS has revamped its outreach efforts to keep the community informed and engaged. A new website, integrated with the GCS app, provides up-to-date information and easier access to school resources. Updated brochures and flyers and an active presence on social media platforms like Facebook, Instagram, X, and Google Ads ensure that the school's activities and achievements reach a wider audience.

Overall, the report underscores the dedication and care that define TOPS School, showing a clear path of growth, achievement, and community involvement.

VI. Accountability Comparison Report

Richard Tipton and Brandy Shelton presented the Accountability and Comparison Report, which highlighted the following key performance metrics for Greeneville City Schools in 2023-2024:

ACT Goals:

- Increase the percentage of students scoring 21 or higher to 65%.
- Increase subgroup performance by 3% annually.
- Raise the percentage scoring 27 or higher to 27% with a 1% annual subgroup increase.

TN Ready Performance:

- Meet or exceed Annual Measurable Objectives (AMOs) for all students and subgroups per the ESSA accountability model.

TVAAS Progress:

- Achieve one year of progress for 100% of grade levels and subjects.
- Results:
 - 92% of grade levels/subjects met this goal.
 - 94% of grades 4-8 met the target.
 - 86% of high school subjects achieved progress.

Future Goals:

By 2028-2029:

- 59.88% of grades 3-8 students to meet/exceed in math TCAP.
- 59.52% of third graders to meet/exceed in ELA TCAP.
- 80% of graduating seniors to achieve Ready Graduate status.

Graduation and College Readiness:

- Graduation rate target: Over 95%.
- College and Career Readiness: 85% of graduates to meet state criteria by 2028-2029.

District Rankings:

- Greeneville City Schools ranked #1 in Northeast Tennessee, with a GPA of 3.33 based on school letter grades (WJHL News).
- Achieved Top 20 statewide in 8/11 tested areas.
- Ranked Top 3 in 6/11 areas regionally and Top 5 in 10/11 areas.

Recognition:

- EastView Elementary School was nominated for the 2025 National Blue-Ribbon Schools Program sponsored by the United States Department of Education. EastView is one of six schools statewide to be nominated by the Tennessee Department of Education.

VII. Conflict of Interest Statement

Chair Cindy Luttrell read the following statement, reminding those present of the importance of transparency and integrity in decision-making.

Chair to Board Members:

1. "If you have any relative who is employed by the Board of Education, meaning a spouse, parent, parent-in-law, child, son-in-law, daughter-in-law, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, or any person who resides in the same household as you, please acknowledge the same at this time by raising your hand."

Chair to Board Members:

2. "To those board members who just raised their hands, do you hereby certify that any and all votes you will cast during this meeting are in the best interest of the school system? If so, please say, 'Aye.'"

Chair to Board Secretary:

3. "Please reflect within the minutes that Luttrell and Botta acknowledged possible conflicts and confirmed their intent to act in the best interest of the school system."

VIII. Approval of Agenda

It was recommended to approve the Agenda as presented. Board approval was unanimous on a motion from Hirschy (Board Member) and a second from Botta (Board Member).

IX. Consent Agenda

It was recommended to approve the Consent Agenda as presented. Board approval was unanimous on a motion from Hirschy (Board Member) and a second from Quillen (Board Treasurer).

A. Consideration of Approving Minutes of December 10, 2024, Board Meeting

The minutes of the December 10, 2024, Board meeting were unanimously approved as presented. A copy is on file in the Director of Schools' office.

B. Consideration of Accepting Personnel Report

Board approval was unanimous for acceptance of the changes in personnel since the December report. A copy of the report is attached to the minutes.

C. Consideration of Approving Board Policy Revisions (2nd Reading)

Copies of these policies are attached to the minutes. Board approval was unanimous on 2nd reading for the following policies:

- 1.500 Board/Community Relations
- 1.502 Board/Media Relations
- 1.600 Policy Development and Adoption
 - 1.601 Administrative Procedures
 - 1.602 Administrative Committees
 - 1.603 Administrative Reports
- 2.700 Accounting System
 - 2.701 Financial Reports and Records
- 2.800 Expenditure of Funds
- 3.401 Scheduling and Routing
- 3.402 Special Use of School Vehicles
- 3.404 Private Vehicles
- 4.404 Use of Copyrighted Materials
- 4.405 Employee-Developed Materials
- 4.406 Use of the Internet
- 4.407 School and System Websites
- 4.501 School Volunteers
- 4.502 Parent and Family Engagement
- 5.200 Separation Practices for Tenured Teachers
- 5.201 Separation Practices for Non-Tenured Teachers
- 5.202 Separation Practices for Non-Certified Employees
- 5.203 Recommendations and File Transfers
- 6.402 Physical Examinations and Immunizations
- 6.403 Student Communicable Diseases
- 6.404 Acquired Immune Deficiency Syndrome
- 6.405 Medicines
- 6.411 Student Wellness

D. Consideration of Approving Board Policy Revisions - No Changes (1st Reading)

Board approval was unanimous on 1st reading for the following policies:

- 1.700 School District Goals
- 1.701 School District Planning
- 1.703 School Attendance Zones
- 1.801 School Day
- 1.8011 Emergency Closings
- 1.802 Section 504 and ADA Grievance Procedures
- 2.801 Petty Cash Accounts
- 3.500 Food Service Management
- 3.601 Student Insurance Program
- 3.602 Workers' Compensation
- 4.600 Grading System
- 4.601 Reporting Student Progress
- 4.605 Graduation Requirements
- 4.606 Graduation Activities
- 4.608 Transcript Alterations
- 4.701 Maintaining Test and Data Security
- 5.301 Emergency and Legal Leave
- 5.302 Sick Leave
- 5.303 Personal and Professional Leave
- 5.305 Family and Medical Leave
- 5.306 Military Leave
- 5.307 Physical Assault Leave
- 5.308 Sabbatical Leave
- 5.309 Legislative Leave
- 6.408 Supervision of Students
- 6.4081 Safe Relocation of Students
- 6.410 Emergency Contact Information
- 6.413 Prevention and Treatment of Sports Related Concussions
- 6.415 Student Suicide Prevention

E. Consideration of Approving 2024-2025 General Purpose Budget Amendment #2

Budget Amendments are made periodically throughout the year to more accurately reflect revenues and expenditures. The Board unanimously approved the 2024-2025 General Purpose Budget Amendment.

F. Consideration of Approving School Trip Request

Board Policy 4.302 specifies that the Board must approve field trips that are both overnight and out-of-state. Additionally, approval is required when students must leave school early for participation in athletic events. The Board unanimously approved the following trips:

- Greeneville High School requested approval to travel to Cincinnati, OH to participate in the FIRST Robotics Competition from 03/26/2025 - 03/30/2025.
- Greeneville High School requested approval to travel to Huntsville, AL to participate in the FIRST Robotics Competition from 03/12/2025 - 03/16/2025.
- Greeneville Middle School requested approval to travel to Cookeville, TN to participate in the Lego League East TN Competition from 02/7/2025 - 02/8/2025.
- Greeneville High School requested approval to travel to Roanoke, VA to participate in the Winter Guard Competition from 02/22/2025 - 02/22/2025.

- Greeneville High School requested approval to travel to Kingston, TN to participate in a Wrestling Tournament from 03/7/2025 - 03/8/2025.
- Greeneville High School requested approval to travel to Nashville, TN to participate in the SCOPE Convention from 03/10/2025 - 03/11/2025.

X. Action Items

A. Consideration of Accepting 2023-2024 Audited Financial Statements

State law requires the Board of Education to secure an independent internal audit of funds and financial management practices. The Board of Education audit for the year ended June 30, 2024, was performed by Rodefer Moss & Co., PLLC. The audit reports being presented contain the financial statements and all other reportable conditions for the Greeneville City Board of Education and School Activity Funds. The Report offers an unmodified opinion, which is the most favorable opinion that can be received, with no findings at the District level and findings as presented and included in the attached audit reports at the School Activity Fund level. A representative from Rodefer Moss, Curtis Morrison, attended the Board meeting to answer any questions. Due to the complex nature of financial statement presentations, it is recommended that questions be sent to the Chief Financial Officer in advance of the BOE meeting so that the proper information can be gathered, and Principals may be consulted if needed for School Activity Fund audits. The Chief Financial Officer recommends acceptance of the 2024 Audited Financial Statements. It was recommended to approve the 2023-2024 Audited Financial Statements as presented. Board approval was unanimous on a motion from Botta (Board Member) and a second from Quillen (Treasurer).

B. Consideration of Accepting December 2024 Financial Statements

Chief Financial Officer Ellen Lipe presented the December financial statements to the Board for acceptance. Lipe stated that local revenue collected year-to-date through December is \$4,350,871, which is 47.9% of the total budgeted projection. The amount collected year-to-date is \$310,507 more than during the same time period last year. This reflects an actual percentage change of 7.58% compared to last year. The district has 581 tuition students as of January 17, 2025. The General-Purpose Financial Report showed that encumbrances comprise \$778,046 year-to-date. The Federal Projects Financial Reports reflected \$575,582.20 in revenue and \$1,025,904.11 in expenditures year-to-date. Federal Projects are reimbursed based, meaning funds have to be expended before requesting reimbursement. Copies of the financial statements are on file in the Chief Financial Officer's office. It was recommended to approve the December 2024 financial statements. Board approval was unanimous on a motion from Dr. Shepherd (Vice-Chair) and a second from Hirschy (Board Member).

C. Consideration of Approving Board Policy Revisions - 1st Reading

Revisions are recommended to the following policies on 1st reading:

- 2.601 Fundraising Activities
- 2.804 Expenses and Reimbursements
- 3.600 Insurance Management
- 4.603 Promotion and Retention
- 5.304 Long-Term Leaves of Absence (non-FMLA) for Professional Personnel
- 6.414 Prevention and Treatment of Sudden Cardiac Arrest

It was recommended to approve the revisions to the policies as presented on 1st reading. Board approval was unanimous on a motion from Dr. Shepherd (Vice-Chair) and a second from Quillen (Treasurer).

D. Consideration of Approving Purchase of Audio Enhancement EPIC System at GMS

The Board reviewed a proposal to install the Audio Enhancement (AE) EPIC System at Greeneville Middle School, replacing the 25-year-old plus existing PA system. This advanced system enhances communication, classroom audio management, and campus security. The AE EPIC System includes individual amplifiers for each classroom to control audio from various sources, strategically placed speakers for clear sound coverage, and wireless handheld microphones to encourage student engagement. Each teacher will receive a pendant and lanyard for voice amplification and emergency alert activation, while classrooms will be equipped with call buttons for immediate front-office communication.

The system also features a front-office EPIC Kiosk with a touch screen interface customized with school maps and floor plans, enabling efficient management of bell schedules, emergency alerts, and classroom communication. Additionally, a smartphone app will allow administrators to manage alerts and initiate evacuations remotely. The system integrates with Rave Mobile Alerts, Avigilon Access Controls, and building fire protection systems for enhanced security. Nurses will receive SAFE Alert Duress Transmitter lanyards for emergency use, and the system will connect with existing classroom telephones for paging and alerts.

Installation, to be completed by Central Technologies, Inc., is expected to begin in the summer of 2025 and be finished before August. Minor cabling work will be handled in-house by GCS staff electricians. The total cost, including a contingency of \$11,666.90, is \$297,699.50 and will be funded through the approved 2024/2025 Capital Budget. It was recommended to approve the Purchase of Audio Enhancement EPIC System at GMS. Board approval was unanimous on a motion from Hirschy (Board Member) and a second from Botta (Board Member).

E. Consideration of Approving 2026-2027 District/School Calendar

The GCS Calendar Team is made up of teachers, parents, administrators and support personnel. The team has worked hard to develop a traditional school calendar for the 2026-2027 school year. All state and federal requirements have been considered and incorporated into the proposed calendar. The 200-day accountability requirements are met based on this calendar.

· Students' first day of school will be August 5, 2026 (abbreviated); the last day will be on May 26, 2027 (abbreviated).

· ACT Test dates, TN Ready, TCAP and High School Assessment Window dates have not been released yet, therefore the calendar will need to be updated at a later date.

It was recommended to approve the 2026-2027 District/School Calendar as presented. Board approval was unanimous on a motion from Hirschy (Board Member) and a second from Botta (Board Member).

F. Consideration of Approving Purchase of Equipment for Greene Technology Center

As the Greene County Board of Education and the Greeneville City Board of Education have been working to dissolve the partnership between the two Boards in relation to the operation of the Greene Technology Center, an appraisal of all equipment purchased through the Greene Technology Center Budget was obtained from Furrow Auction Company. The Greene County Board of Education has offered to sell their two-thirds interest in the equipment to Greeneville City Schools. Based on the appraisal conducted by Furrow Auction Company, total fair market value of the equipment housed at the Greene Technology Center is \$799,043.00. Two-thirds of that amount represents \$532,695.34. Approval to

purchase Greene County Schools two-thirds interest in all equipment purchased through the Greene Technology Center Budget. The amount required to purchase would not exceed \$532,695.34. These funds to purchase would come from Greeneville City Schools Fund Balance, not to exceed \$532,695.34. The 2024-25 budget will be amended to reflect this current year purchase with a budget amendment to be submitted at a future meeting. It was recommended to approve the Purchase of Equipment for Greene Technology Center. Board approval was unanimous on a motion from Quillen (Treasurer) and a second from Dr. Shepherd (Vice-Chair).

G. Consideration of Approving the Debt Service for the Purchase of the Greene Technology Center and Authorizing the Director of Schools to Execute a Memorandum of Understanding with the Town of Greeneville

As the Greene County Board of Education and the Greeneville City Board of Education have worked to dissolve the partnership between the two Boards in relation to the operation of the Greene Technology Center, an appraisal of the land and all buildings was obtained from Furrow Auction Company. The Greene County Board of Education has offered to sell their two-thirds interest in the Greene Technology Center building and adjacent land (7.353 acres) listed as Lot 1 on a Survey completed by Appalachian Surveying Consultants P. A., Brian T. Bartlett PLS CFS, dated May 23, 2023. Based on an appraisal conducted by Furrow Auction Company, the total fair market value of Lot 1 is \$2,000,000.00. As outlined in the proposal from the Greene County Board of Education, the cost to purchase the Greene Technology Center (Lot 1) is \$1,000,000.00. On January 7, 2025, during their regularly scheduled meeting, the Town of Greeneville approved to purchase the Greene Technology Center (Lot 1 on attached survey) with Greeneville City Schools servicing the entire debt using the quarter-cent sales tax proceeds which have previously been used by Greeneville City Schools to pay towards the debt service on the renovations and additions to Greeneville High School. Greeneville City Schools obligation in regard to Greeneville High School will end as of June 30, 2025. Beginning with the 2025-26 fiscal year, Greeneville City Schools would use the funds (\$190,487.00), previously used to assist funding the debt service on the renovations and additions to Greeneville High School, to service the debt needed to purchase the Greene County Board of Education's two-thirds interest in the Greene Technology Center (Lot 1). Greeneville City Schools would be responsible for the entire debt service for the previously described purchase. Approval to service the debt incurred by the Town of Greeneville in the purchase of the Greene County Board of Education's two-thirds interest in the Greene Technology Center (Lot 1 on the attached survey) using the quarter-cent sales tax proceeds (\$190,487.00), previously used to assist in the debt service for the renovations and additions to Greeneville High School, beginning in the 2025-26 fiscal year and lasting until the debt is completely paid (approximately seven years). Additionally, this agenda item seeks authorization to allow the Director of Schools to execute all necessary documents required to complete said purchase and corresponding debt service on behalf of Greeneville City Schools. Annual budgeted debt service of \$190,487.00, beginning in the 2025-26 fiscal year and running for seven consecutive years (2025-26, 2026-27, 2027-28, 2028-29, 2029-30, 2030-31, & 2031-32). Review annually during the budget process. It was recommended to approve the Debt Service for the Purchase of the Greene Technology Center and authorize the Director of Schools to Execute a Memorandum of Understanding with the Town of Greeneville and all other documents associated with this purchase and debt service. Board approval was unanimous on a motion from Quillen (Treasurer) and a second from Dr. Shepherd (Vice-Chair).

H. Consideration of Approving 8th Grade Field Trip to Washington, DC

Greeneville Middle School requested permission to take the 8th grade class to Washington DC as an academic lesson and reward trip that aligns with the 8th grade curriculum. The trip is scheduled to take place on May 6,7,8, and 9, 2025. Sites to be visited include: Manassas Battlefield, Ben Lomond Historic Site, Ford's Theatre Historic Site, Tour of the US Capitol, National Archives, and a visit to the Smithsonian Museums along the National Mall. Students, staff, and chaperones would be transported by commercial bus line to the above destinations. A request for proposals was created and advertised in the local newspaper and electronically. One proposal was received from Young Transportation and Tours. The proposal from Young Transportation and Tours is being recommended for approval. Greeneville Middle School funds will be used. It was recommended to approve the 8th Grade Field Trip to Washington D.C. Board approval was unanimous on a motion from Hirschy (Board Member) and a second from Quillen (Treasurer).

XI. Director's Report

Starne's congratulated, recognized, and informed:

1. Drew Armbrister and Carson Quillen on their selection and participation in the Blue-Grey All-American Bowl held at the Cowboy's AT&T Stadium. The Bowl was established in 1989 and helps prep prospects from all over the country receive national exposure and increase their chances of securing scholarships to college.
2. Carson Quillen on being a finalist for the Tennessee Titans TSSAA Division 1, Class 4A Mr. Football Award. Mark Reeves, Executive Director of the TSSAA, stated, "The student-athletes recognized were here not only due to the athletic ability they displayed on the field throughout the season but just as much for their outstanding character and academic achievements."
3. EastView Elementary students, teachers, staff, and families for their 2025 National Blue Ribbon School nomination. The Tennessee Department of Education nominates six schools for consideration annually. EastView was nominated for this honor as one of the state's highest-performing rural schools. It will undergo a comprehensive application process detailing its educational practices, student achievements, and community involvement. The U.S. Department of Education will announce the National Blue Ribbon Schools awardees in September 2025. EastView Elementary previously received this honor in 2004 as an Exemplary High Performing School, highlighting its long-standing commitment to academic excellence.
4. Kelly Ford, who was chosen as the Principal of the Year, and Phillip Graham, who was chosen as GCS's Supervisor of the Year. They will now compete to represent the First TN Region in the state competition.
5. Phillip and the Maintenance Team for their diligence in keeping our buildings warm and everything working during the recent cold weather. Starting last weekend, they monitored the buildings round the clock to ensure we were ready for students and staff each day.
6. Roger Hensley, the school custodial teams, and lawn crew for maintaining GCS parking lots and sidewalks to provide a safe environment for students and staff.
7. Brandy and Richard for their highly informative data presentation. There is much to celebrate, but also areas for improvement.
8. Starne shared a few developments that will take place during the 2025-26 school year. After an extensive review of enrollment trends, labor market data, industry surveys, and the data on careers that lead to high-wage, high-demand jobs, we will offer the following programs at GTC in addition to the CTE courses already offered at GHS. Beginning in the fall of 2025, Health Science – Pre-Nursing will

move to Greeneville High School. This is part of the Ballard Academy initiative made possible through a Bloomberg Foundation grant. Machine Tool, Welding, Industrial Maintenance, Automotive Maintenance and Light Repair, Cosmetology, and Culinary Arts will be offered on the GTC campus. The programs not provided beginning in the fall of 2025 will be Automotive Collision Repair, Aviation, the second Health Science program, and Criminal Justice. A dual enrollment opportunity remains open for aviation through Aviation Jumpstart, a program offered by NESCC. Counselors will work with students to help them find another program of interest. We have finalized an agreement with TCAT Morristown, allowing students to accumulate 400 clock hours in the following programs: Machine Tool, Welding, Industrial Maintenance, Automotive Maintenance and Light Repair. Four hundred hours of dual enrollment credit represents almost 1/3 of the TCAT program in these skilled trades. Cosmetology students already receive clock hours for the time spent in their program during high school. GCS will partner with WSCC and/or NESCC to offer dual enrollment opportunities in Culinary Arts and other CTE programs at GHS. The goal is for every GCS graduate to earn post-secondary credit while in high school and make full use of the dual enrollment grant and the Wilder-Nafiah Technical Skills Grant.

XII. Legislative Update

Pam Botta provided a legislative update regarding the special session scheduled for Monday, January 27, 2025, to address Senate Bill 6001 and House Bill 6004, which is the Education Freedom Act of 2025. Additionally, legislation dealing with immigration, hurricane relief, and appropriations will be considered during the special session.

XIII. Adjournment

The meeting was adjourned at approximately 9:10 p.m. Board approval was unanimous on a motion from Dr. Shepherd (Vice-Chair) and a second from Botta (Board Member).

Respectfully submitted,

Cindy Luttrell, Chair

Steve Starnes, Director of Schools



**FIELD TRIP & EXCURSION REQUEST
FORM Out-of-State or Overnight**

Name of the school: Greeneville Middle School

Person Requesting: Jeremy K. Simerly, Athletic Director, Greeneville Middle School

Purpose of the Field Trip: TMSAA State Championship, Baseball

Destination of Field Trip: Austin Peay State University, Clarksville, TN

Grade(s) of students attending: Grades 6-8

Dates requested: May 14-16 Departure Time: 10:00 a.m. Return Time: 8:00 p.m.

Approximate # of students to attend: Unknown at this time. Qualifying for TMSAA State Championship will occur 1 week prior.

Number, names and affiliation of chaperones attending:

0 female List names and affiliation: _____

3 male List names and affiliation: Cody Baugh (Head Coach), Jake Hodge (Assistant Coach)
Kenny Holt (Assistant Coach)

("There must be at least one female and one male chaperone if the trip is for a mixed group. A chaperone of the same sex will accompany students on overnight trips")

All Greeneville City Schools guidelines for out-of-state and overnight field trips shall be followed in planning and conducting this field trip per BOE policy 4.302, and approval of my principal, the Director of Schools, and Board of Education is required. For an Overnight or Out-of-State Field Trip Request to be considered for approval, it must be received in the director of school's office 10 days prior to the scheduled date of the Board meeting at which it will be considered for approval.

Rachel Adams, Principal

date approved 2/3/2025

_____, Director of Schools

date approved _____

_____, Chairman, BOE

date approved _____

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Kathryn W. Leonard Administrative Office
129 W. Depot Street Greeneville, TN 37743-1420
(423) 787-8000 | <http://www.gcschools.net>

Revised 9.25.2023



**FIELD TRIP & EXCURSION REQUEST
FORM Out-of-State or Overnight**

Name of the school: Greeneville Middle School

Person Requesting: Jeremy K. Simerly, Athletic Director, Greeneville Middle School

Purpose of the Field Trip: TMSAA State Championship, Boys' Basketball

Destination of Field Trip: Rutherford County, TN (Stewarts Creek HS, MS / Rockvale HS, MS)

Grade(s) of students attending: Grades 6-8

Dates requested: February 13-15 Departure Time: 10:00 a.m. Return Time: 8:00 p.m.

Approximate # of students to attend: 11

Number, names and affiliation of chaperones attending:

0 female List names and affiliation: _____

4 male List names and affiliation: Andy Barnett (Head Coach), Nic Lollar (Assistant Coach)
JP Hall (Assistant Coach), Kenny Gross (Assistant Coach)

("There must be at least one female and one male chaperone if the trip is for a mixed group. A chaperone of the same sex will accompany students on overnight trips")

All Greeneville City Schools guidelines for out-of-state and overnight field trips shall be followed in planning and conducting this field trip per BOE policy 4.302, and approval of my principal, the Director of Schools, and Board of Education is required. For an Overnight or Out-of-State Field Trip Request to be considered for approval, it must be received in the director of school's office 10 days prior to the scheduled date of the Board meeting at which it will be considered for approval

Richard Adams, Principal

date approved 2/3/2025

Steve Starnes
Steve Starnes (Feb 4, 2025 14:02 EST), Director of Schools

date approved Feb 4, 2025

Cindy Luttrell
Cindy Luttrell (Feb 4, 2025 13:12 EST), Chairman, BOE

date approved Feb 4, 2025

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Revised 9.25.2023










20250204123855512

Final Audit Report

2025-02-04

Created:	2025-02-04
By:	Jamie Galyon (galyonj@gcschools.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAx5JuKB2YVRDpmkMAHwwzCMVOU_KNfQAq

"20250204123855512" History

-  Document created by Jamie Galyon (galyonj@gcschools.net)
2025-02-04 - 5:06:46 PM GMT
-  Document emailed to cindy.luttrell@balladhealth.org for signature
2025-02-04 - 5:07:54 PM GMT
-  Email viewed by cindy.luttrell@balladhealth.org
2025-02-04 - 6:10:56 PM GMT
-  Signer cindy.luttrell@balladhealth.org entered name at signing as Cindy Luttrell
2025-02-04 - 6:12:17 PM GMT
-  Document e-signed by Cindy Luttrell (cindy.luttrell@balladhealth.org)
Signature Date: 2025-02-04 - 6:12:19 PM GMT - Time Source: server
-  Document emailed to Steve Starnes (starness@gcschools.net) for signature
2025-02-04 - 6:12:20 PM GMT
-  Email viewed by Steve Starnes (starness@gcschools.net)
2025-02-04 - 6:17:50 PM GMT
-  Document e-signed by Steve Starnes (starness@gcschools.net)
Signature Date: 2025-02-04 - 7:02:45 PM GMT - Time Source: server
-  Agreement completed.
2025-02-04 - 7:02:45 PM GMT



**FIELD TRIP & EXCURSION REQUEST
FORM Out-of-State or Overnight**

Name of the school: Greeneville Middle School

Person Requesting: Jeremy K. Simerly, Athletic Director, Greeneville Middle School

Purpose of the Field Trip: TMSGGA, State Golf Championship

Destination of Field Trip: Harpeth Hills Golf Course, Nashville, TN

Grade(s) of students attending: Grades 6-8

Dates requested: May 12th - 14th Departure Time: _____ Return Time: _____

Approximate # of students to attend: Unknown at this time. Qualifying for TMSAA State Championship will occur 1 week prior.

Number, names and affiliation of chaperones attending:

0 female List names and affiliation: _____

1 male List names and affiliation: Jason Shelton, Head Golf Coach

("There must be at least one female and one male chaperone if the trip is for a mixed group. A chaperone of the same sex will accompany students on overnight trips")

All Greeneville City Schools guidelines for out-of-state and overnight field trips shall be followed in planning and conducting this field trip per BOE policy 4.302, and approval of my principal, the Director of Schools, and Board of Education is required. For an Overnight or Out-of-State Field Trip Request to be considered for approval, it must be received in the director of school's office 10 days prior to the scheduled date of the Board meeting at which it will be considered for approval.

Rachel Adams, Principal date approved 2/3/2025

_____, Director of Schools date approved _____

_____, Chairman, BOE date approved _____

Cultivate the Mind and Impact the Heart through Excellence and Equity



**FIELD TRIP & EXCURSION REQUEST
FORM Out-of-State or Overnight**

Name of the school: Greeneville Middle School

Person Requesting: Jeremy K. Simerly, Athletic Director, Greeneville Middle School

Purpose of the Field Trip: TMSAA State Championship, Softball

Destination of Field Trip: Kirkwood High School and Austin Peay State University, Clarksville, TN

Grade(s) of students attending: Grades 6-8

Dates requested: May 14-16 Departure Time: 10:00 a.m. Return Time: 8:00 p.m.

Approximate # of students to attend: Unknown at this time. Qualifying for TMSAA State Championship will occur 1 week prior.

Number, names and affiliation of chaperones attending:

female List names and affiliation: _____

1 male List names and affiliation: Terrance Johnson (Head Coach)

("There must be at least one female and one male chaperone if the trip is for a mixed group. A chaperone of the same sex will accompany students on overnight trips")

All Greeneville City Schools guidelines for out-of-state and overnight field trips shall be followed in planning and conducting this field trip per BOE policy 4.302, and approval of my principal, the Director of Schools, and Board of Education is required. For an Overnight or Out-of-State Field Trip Request to be considered for approval, it must be received in the director of school's office 10 days prior to the scheduled date of the Board meeting at which it will be considered for approval.

Markel Adam, Principal

date approved 2/13/2025

_____, Director of Schools

date approved _____

_____, Chairman, BOE

date approved _____

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**FIELD TRIP & EXCURSION REQUEST
FORM Out-of-State *or* Overnight**

Name of the school: Greeneville Middle School

Person Requesting: Jeremy K. Simerly, Athletic Director, Greeneville Middle School

Purpose of the Field Trip: TMSAA State Championship, Track & Field

Destination of Field Trip: Austin Peay State University, Clarksville, TN

Grade(s) of students attending: Grades 6-8

Dates requested: May 16-17 Departure Time: 10:00 a.m. Return Time: 8:00 p.m.

Approximate # of students to attend: Unknown at this time. Qualifying for TMSAA State Championship will occur 1 week prior.

Number, names and affiliation of chaperones attending:

1 female List names and affiliation: Nicolle Moore (Assistant Coach)

2 male List names and affiliation: Michael Bowman (Head Coach), Adam Sizemore (Assistant Coach)

("There must be at least one female and one male chaperone if the trip is for a mixed group. A chaperone of the same sex will accompany students on overnight trips")

All Greeneville City Schools guidelines for out-of-state and overnight field trips shall be followed in planning and conducting this field trip per BOE policy 4.302, and approval of my principal, the Director of Schools, and Board of Education is required. For an Overnight or Out-of-State Field Trip Request to be considered for approval, it must be received in the director of school's office 10 days prior to the scheduled date of the Board meeting at which it will be considered for approval.

Rachel Adams, Principal date approved 2/3/2025

_____, Director of Schools date approved _____

_____, Chairman, BOE date approved _____

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Revised 9.25.2023

Greeneville City School Fees 2025-2026		
All Schools	Healthy Schools Fee (Optional)	\$ 5.00
	Over the counter medication, bandages, AEDs, other medical equipment/supplies to benefit the student population, student EMR (nursing) software	
	Computer Protection Plan (Optional) - Excludes GTC	\$ 30.00
Elementary Schools		
	School Fee	\$ 15.00
Greeneville Middle School		
	School Fee	\$ 20.00
	BioSTEM Course Fee	\$ 10.00
	Art Class Fee	\$ 5.00
	Science Lab Fee	\$ 2.00
	Engineering/Technology Class Fee	\$ 2.00
Greeneville High School		
	School Fee	\$ 20.00
	Student Parking Pass	\$ 30.00
	Art Class Fee	\$ 20.00
	Theatre Class Fee	\$ 15.00
	Photography Class Fee	\$ 25.00
	Science Lab Fee	\$ 10.00
	ROTC Uniform Cleaning Fee	\$ 25.00
Greene Technology Center		
	Machine Tool	
	Safety Glasses (Additional Pairs)	\$ 3.00
	Welding	
	Safety Glasses (Additional Pairs)	\$ 3.00
	Gloves	\$ 5.00
	Industrial Electricity	
	Safety Glasses (Additional Pairs)	\$ 3.00
	Cosmetology Fees (Optional)	
	Student Kit- Maximum Charge	\$ 240.00

This sheet has been updated as of February 14, 2025, with preliminary information through January 2025

**GREENVILLE CITY SCHOOLS
2024 - 2025
ACTUAL LOCAL REVENUE COLLECTIONS**

	Property Tax		Property Tax - Prior Year		Clerk & Master		Interest & Penalty		Pick-up Taxes		In Lieu of - Local Utility		In Lieu of - Other	
	2023-2024	2024-2025	2023-2024	2024-2025	2023-2024	2024-2025	2023-2024	2024-2025	2023-2024	2024-2025	2023-2024	2024-2025	2023-2024	2024-2025
July	\$ -	\$ -	\$ 10,188.94	\$ 7,215.08	\$ 2,979.58	\$ 3,350.75	\$ 2,414.16	\$ 1,685.50	\$ -	\$ -	\$ 11,499.77	\$ 28,078.93	\$ 203.70	\$ 150.39
August	\$ -	\$ -	\$ 4,842.06	\$ 4,666.21	\$ 3,048.78	\$ 3,458.14	\$ 2,206.12	\$ 1,887.89	\$ -	\$ -	\$ 11,499.77	\$ 42,118.39	\$ -	\$ -
September	\$ -	\$ -	\$ 13,393.57	\$ 4,804.03	\$ 3,492.41	\$ 3,041.59	\$ 3,545.99	\$ 2,156.26	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
October	\$ 300,200.18	\$ 248,703.61	\$ 13,256.39	\$ 10,069.51	\$ 2,550.59	\$ 1,801.49	\$ 3,113.41	\$ 2,506.17	\$ -	\$ -	\$ 25,443.45	\$ 28,078.92	\$ -	\$ -
November	\$ 236,404.18	\$ 229,493.73	\$ 7,881.24	\$ 7,932.86	\$ 2,117.35	\$ 4,124.75	\$ 2,275.60	\$ 3,401.92	\$ -	\$ 86.94	\$ 13,943.67	\$ 14,039.46	\$ 1,620.30	\$ -
December	\$ 750,450.12	\$ 919,799.79	\$ 5,806.35	\$ 7,138.45	\$ 2,851.38	\$ 6,168.70	\$ 2,598.77	\$ 4,272.65	\$ -	\$ (14.88)	\$ 13,943.67	\$ -	\$ -	\$ 1,721.91
January	\$ 385,111.53	\$ 325,810.87	\$ 7,698.23	\$ 5,790.80	\$ 3,851.37	\$ 1,192.78	\$ 4,070.68	\$ 1,491.38	\$ -	\$ 298.58	\$ 13,943.67	\$ -	\$ -	\$ 553.50
February														
March														
April														
May														
ADA Adj.														
June														
Totals	\$ 1,672,166.01	\$ 1,723,808.00	\$ 63,066.78	\$ 47,616.94	\$ 20,891.46	\$ 23,138.20	\$ 20,224.73	\$ 17,401.77	\$ -	\$ 370.64	\$ 90,274.00	\$ 112,315.70	\$ 1,824.00	\$ 2,425.80
Commission	\$ 33,443.32	\$ 34,476.16	\$ 1,261.34	\$ 952.34	\$ 208.91	\$ 231.38	\$ 404.49	\$ 348.04	\$ -	\$ 7.41	\$ 902.74	\$ 1,123.16	\$ 18.24	\$ 24.26
Total Net	\$ 1,638,722.69	\$ 1,689,331.84	\$ 61,805.44	\$ 46,664.60	\$ 20,682.55	\$ 22,906.82	\$ 19,820.24	\$ 17,053.73	\$ -	\$ 363.23	\$ 89,371.26	\$ 111,192.54	\$ 1,805.76	\$ 2,401.54
Difference		\$ 51,641.99		\$ (15,449.84)		\$ 2,246.74		\$ (2,822.96)		\$ 370.64		\$ 22,041.70		\$ 601.80

	Sales Tax		Bank Excise Tax		Mixed Drink Tax		Statutory Local Tax		Marriage Licenses		Subtotal		2023-24% of Actual	2024-25% of Actual
	2023-2024	2024-2025	2023-2024	2024-2025	2023-2024	2024-2025	2023-2024	2024-2025	2023-2024	2024-2025	2023-2024	2024-2025		
July	\$ 454,782.19	\$ 475,495.29	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 102.50	\$ 100.74	\$ 482,170.84	\$ 516,076.68	9.7%	9.8%
August	\$ 437,371.98	\$ 474,027.78	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65.89	\$ 83.55	\$ 483,901.72	\$ 529,707.88	9.8%	10.1%
September	\$ 419,680.05	\$ 468,789.74	\$ -	\$ -	\$ -	\$ 4,274.59	\$ -	\$ -	\$ 129.34	\$ 144.97	\$ 764,373.41	\$ 764,369.00	15.4%	14.6%
October	\$ 419,812.07	\$ 439,287.88	\$ -	\$ -	\$ 12,593.93	\$ -	\$ 35.00	\$ 66.20	\$ 134.22	\$ 142.52	\$ 696,817.56	\$ 698,576.26	14.0%	13.3%
November	\$ 426,635.17	\$ 477,478.87	\$ -	\$ -	\$ 11,478.11	\$ -	\$ 35.00	\$ -	\$ 61.01	\$ 71.26	\$ 1,213,859.58	\$ 1,416,636.75	24.5%	27.0%
December	\$ 449,111.79	\$ 485,058.67	\$ -	\$ -	\$ -	\$ 21,347.66	\$ 35.00	\$ 70.00	\$ 70.77	\$ 100.74	\$ 863,893.04	\$ 841,714.98	17.4%	16.0%
January											\$ -	\$ -	0.0%	0.0%
February											\$ -	\$ -	0.0%	0.0%
March											\$ -	\$ -	0.0%	0.0%
April											\$ -	\$ -	0.0%	0.0%
May											\$ -	\$ -	0.0%	0.0%
ADA Adj.											\$ -	\$ -	0.0%	0.0%
June											\$ -	\$ -	0.0%	0.0%
Totals	\$ 3,069,632.35	\$ 3,297,631.93	\$ -	\$ -	\$ 24,072.04	\$ 25,622.25	\$ 105.00	\$ 136.20	\$ 654.02	\$ 771.56	\$ 4,962,910.39	\$ 5,251,238.99		
Commission	\$ 30,696.32	\$ 32,976.32	\$ -	\$ -			\$ 1.05	\$ 1.36	\$ 6.54	\$ 7.72	\$ 66,942.96	\$ 70,148.14		
Total Net	\$ 3,038,936.03	\$ 3,264,655.61	\$ -	\$ -	\$ 24,072.04	\$ 25,622.25	\$ 103.95	\$ 134.84	\$ 647.48	\$ 763.84	\$ 4,895,967.43	\$ 5,181,090.85		
Difference		\$ 227,999.58		\$ -		\$ 1,550.21		\$ 31.20		\$ 117.54		\$ 288,328.60		

Total budgeted projection for 2024 - 2025 is \$ 9,090,072 The year-to-date collection of \$ 5,181,091 is 57.0% of the total budgeted projection.
The amount collected year-to-date is \$ 288,329 more than this time last year. (This amount does not reflect commission fees.)

Greeneville City Schools Comparative Summary of Revenue Collections For the Month Ended January 31, 2024

<u>LOCAL REVENUE</u>	2023-2024	2024-2025	Variance	Actual % Change
Property Tax	\$ 1,672,166.01	\$ 1,723,808.00	\$ 51,641.99	3.09%
Property Tax - Prior Year	63,066.78	47,616.94	\$ (15,449.84)	-24.50%
Clerk & Master	20,891.46	23,138.20	\$ 2,246.74	10.75%
Interest & Penalty	20,224.73	17,401.77	\$ (2,822.96)	-13.96%
Pick-Up Taxes	-	370.64	\$ 370.64	100.00%
In Lieu Of - Local Utility	90,274.00	112,315.70	\$ 22,041.70	24.42%
In Lieu Of - Other	1,824.00	2,425.80	\$ 601.80	32.99%
Sales Tax	3,069,632.35	3,297,631.93	\$ 227,999.58	7.43%
Bank Excise Tax	-	-	\$ -	0.00%
Mixed Drink Tax	24,072.04	25,622.25	\$ 1,550.21	6.44%
Statutory Local Taxes	105.00	136.20	\$ 31.20	29.71%
Marriage Licenses	654.02	771.56	\$ 117.54	17.97%
Totals	\$ 4,962,910.39	\$ 5,251,238.99	\$ 288,328.60	5.81%

Note: Amounts reflected do not take into consideration commission fees. Property tax, Interest & Penalty and Pick-Up Tax commission fees are calculated at 2% of total collections, while all other categories are calculated at 1% of total collections.

** Total budgeted amount of local revenue attributable to the GTC is \$567,916*

<u>TISA REVENUE</u>	2023-2024	2024-2025	Variance
July	\$ 416,759.00	\$ 498,328.00	\$ 81,569.00
August	1,995,544.00	2,083,131.49	\$ 87,587.49
September	1,995,544.43	2,083,131.48	\$ 87,587.05
October	1,995,544.43	2,083,131.48	\$ 87,587.05
November	1,995,544.43	2,083,131.49	\$ 87,587.06
December	1,995,544.43	2,330,048.99	\$ 334,504.56
January	1,995,544.43	2,126,911.93	\$ 131,367.50
February			\$ -
March			\$ -
April			\$ -
May			\$ -
June			\$ -
Totals	\$ 12,390,025.15	\$ 13,287,814.86	\$ 897,789.71

Greeneville City Schools

General Purpose Financial Report

For the Month of January 2025

Account #	Description	Month-to-Date	Year-to-Date	Total Budget	YTD % of Total Budget
<u>REVENUE</u>					
34760	Assigned for Instruction	\$ -	\$ -	328,632.00	0.0%
34765	Assigned for Support Services	\$ -	\$ -	20,558.00	0.0%
34785	Assigned for Capital Projects	\$ -	\$ -	115,767.00	0.0%
34790	Assigned for Other Purposes	\$ -	\$ -	138,868.00	0.0%
39000	Unassigned Fund Balance	\$ -	\$ -	402,883.00	0.0%
40000	Local Taxes	\$ 1,381,129.15	\$ 4,089,613.71	8,521,151.00	48.0%
41000	Marriage Licenses	\$ 64.16	\$ 628.22	1,005.00	62.5%
43511	Tuition	\$ 42,340.24	\$ 541,312.42	748,335.00	72.3% (1)
43570	Receipts from Individual Schools	\$ 16,243.38	\$ 76,830.53	164,650.00	46.7%
44000	Other Local Revenue	\$ 11,495.82	\$ 130,219.53	190,881.00	68.2%
46000	State Education Funds	\$ 2,183,495.64	\$ 13,061,367.58	20,950,205.00	62.3%
47100	Federal Through State Grants	\$ -	\$ -	50,000.00	0.0%
47590	Other Federal Funds (TEMA)	\$ -	\$ 13,113.71	-	N/A
47600	Direct Federal Funds (ROTC)	\$ 6,654.22	\$ 39,925.32	55,493.00	71.9%
49000	Operating Transfers & Insurance Recovery	\$ 617,532.20	\$ 2,965,650.00	6,089,874.00	48.7%
Total Revenues		\$ 4,258,954.81	\$ 20,918,661.02	\$ 37,778,302.00	55.4%
<u>EXPENDITURES</u>					
		MTD	YTD		
71100	Regular Instruction	\$ 1,391,044.82	\$ 9,029,214.27	\$ 17,343,619.00	52.1%
71150	Alternative Instruction	14,454.05	89,201.41	158,722.00	56.2%
71200	Special Education	216,585.21	1,348,520.01	2,795,651.00	48.2%
71300	Vocational Education	50,979.69	349,229.18	695,450.00	50.2%
71400	Student Body	-	120.00	500.00	24.0%
72110	Attendance	8,157.05	55,221.35	126,838.00	43.5%
72120	Health Services	33,309.71	231,061.14	489,984.00	47.2%
72130	Other Student Support	119,278.43	699,409.16	1,589,121.00	44.0%
72210	Regular Instruction Support	107,665.61	685,721.16	1,485,709.00	46.2%
72220	Special Education Support	31,721.78	209,035.83	334,787.00	62.4%
72230	Vocational Education Support	702.58	1,892.73	2,400.00	78.9%
72250	Technology	58,127.52	587,823.76	1,179,851.00	49.8%
72310	Board of Education	111,848.94	722,337.94	902,175.00	80.1% (2)
72320	Office of Director	48,191.53	349,330.51	439,989.00	79.4%
72410	Office of Principal	186,712.80	1,257,829.59	2,230,496.00	56.4%
72510	Fiscal Services	29,108.02	215,801.33	387,513.00	55.7%
72520	Human Resources	26,075.58	231,604.40	366,723.00	63.2% (3)
72610	Operation of Plant	210,356.60	1,438,548.02	2,533,379.00	56.8% (3)
72620	Maintenance of Plant	107,950.20	740,021.24	1,133,965.00	65.3% (3)
72710	Transportation	85,796.73	698,619.82	1,257,937.00	55.5%
73100	School Nutrition	3,645.11	5,294.35	-	N/A
73300	Community Services	162.96	1,943.71	33,412.00	5.8%
73400	Early Childhood Education	49,916.89	298,217.83	614,282.00	48.5%
76100	Capital Outlay	4,321.08	276,447.57	835,767.00	33.1%
81300	Education Debt Service	-	180,000.00	328,400.00	54.8%
99100	Operating Transfers	21,245.60	127,473.60	511,632.00	24.9%
Total Expenditures		\$ 2,917,358.49	\$ 19,829,919.91	\$ 37,778,302.00	52.5%
Net Revenue (Expense)		\$ 1,341,596.32	\$ 1,088,741.11		

Explanation of Footnotes

(1) Tuition Count as of 2/17/2025 is 583 Students

(2) 2023-2024 Liability and Workers' Compensation Insurance Payments Reflected

(3) Reflects Routine Encumbrances for Liability Insurance Policies, Software, and Supplies

(4) Encumbrances Total \$ 1,099,317

Greeneville City Schools

Federal Projects Financial Report

For the Month of January 2025

<u>REVENUE</u>	<u>Month-to-Date</u>	<u>Year-to-Date</u>	<u>Total Budget</u>	<u>YTD % of Total Budget</u>
Carl Perkins	\$ 4,809.66	\$ 4,809.66	\$ 51,925.00	9.3%
Consolidated Administration	\$ -	\$ 57,200.77	\$ 113,250.00	50.5%
Title I-A	\$ 103,855.56	\$ 251,411.95	642,807.00	39.1%
Title I-A Neglected	\$ 17,631.90	\$ 29,386.50	70,528.00	41.7%
Title II-A	\$ 20,630.30	\$ 56,749.70	143,899.00	39.4%
Title III	\$ 3,266.57	\$ 5,716.57	12,294.00	46.5%
Title IV	\$ 11,211.87	\$ 19,351.75	49,819.00	38.8%
21st Century	\$ 4,405.46	\$ 4,405.46	276,250.00	1.6%
Title V	\$ 36,126.67	\$ 50,857.72	92,026.00	55.3%
ARP Homeless	\$ -	\$ 1,215.80	1,216.00	100.0%
IDEA Part B	\$ 148,899.21	\$ 394,695.07	709,247.00	55.6%
IDEA Pre-School	\$ 14,619.00	\$ 14,619.00	14,619.00	100.0%
ESSER 3.0	\$ -	\$ 50,618.45	50,618.00	100.0%
Total Revenues	\$ 365,456.20	\$ 941,038.40	\$ 2,228,498.00	42.2%

<u>EXPENDITURES</u>	<u>MTD</u>	<u>YTD</u>	<u>Total Budget</u>	<u>YTD % of Total Budget</u>
Carl Perkins	\$ 3,484.14	\$ 8,293.80	\$ 51,925.00	16.0%
Consolidated Administration	\$ 9,385.04	\$ 68,813.29	\$ 113,250.00	60.8%
Title I-A	\$ 39,172.41	\$ 290,588.51	642,807.00	45.2%
Title I-A Neglected	\$ 5,877.30	\$ 35,263.80	70,528.00	50.0%
Title II-A	\$ 6,891.30	\$ 63,641.00	143,899.00	44.2%
Title III	\$ 45.95	\$ 9,840.58	12,294.00	80.0%
Title IV	\$ 3,776.29	\$ 23,128.04	49,819.00	46.4%
21st Century	\$ 17,829.77	\$ 97,255.88	276,250.00	35.2%
Title V	\$ 6,504.39	\$ 59,681.51	92,026.00	64.9%
ARP Homeless	\$ -	\$ 1,215.80	1,216.00	100.0%
IDEA Part B	\$ 72,409.30	\$ 467,595.47	709,247.00	65.9%
IDEA Pre-School	\$ 3,403.38	\$ 18,747.25	14,619.00	128.2%
ESSER 3.0	\$ -	\$ 50,618.45	50,618.00	100.0%
Total Expenditures	\$ 168,779.27	\$ 1,194,683.38	\$ 2,228,498.00	53.6%

Net Revenue (Expense)	\$ 196,676.93	\$ (253,644.98)	\$ -
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*Encumbrances Total \$59,901

Greeneville City Schools
Greene Technology Center Financial Report
For the Month of January 2025

Account #	Description	Month-to-Date	Year-to-Date	Total Budget	YTD % of Total Budget
<u>REVENUE</u>					
39000	Unassigned Fund Balance	\$ -	\$ -	\$ 86,688.00	0.0%
40000	Local Taxes	56,784.50	340,707.00	567,845.00	60.0% (1)
41000	Marriage Licenses	7.10	42.60	71.00	60.0% (1)
43542	Contracts with Other LEAs (Greene County)	148,109.25	444,327.75	592,437.00	75.0% (2)
44000	Other Local Revenue & Miscellaneous Refunds	6,116.00	24,788.47	66,200.00	37.4%
46510	TISA	31,334.50	188,007.00	313,345.00	60.0% (1)
49000	Operating Transfer (Grv City) & Insurance Recovery	21,245.60	127,473.60	213,956.00	59.6% (1)
	Total Revenues	\$ 263,596.95	\$ 1,125,346.42	\$ 1,840,542.00	61.1%
<u>EXPENDITURES</u>					
71300	Vocational Education	\$ 79,550.28	\$ 483,567.51	\$ 961,385.00	50.3%
72130	Other Student Support	7,680.21	46,585.47	91,908.00	50.7%
72250	Technology	5,667.74	39,430.14	67,905.00	58.1%
72310	Board of Education	17,312.56	116,145.59	133,885.00	86.8% (3)
72410	Office of Principal	23,917.57	171,526.36	329,061.00	52.1%
72610	Operation of Plant	21,128.77	132,226.86	233,402.00	56.7% (3)
72620	Maintenance of Plant	1,856.84	12,827.08	22,996.00	55.8%
76100	Capital Outlay	-	3,714.50	-	N/A
	Total Expenditures	\$ 157,113.97	\$ 1,006,023.51	\$ 1,840,542.00	54.7%
	Net Revenue (Expense)	\$ 106,482.98	\$ 119,322.91		

Explanation of Footnotes

(1) Revenues Allocated to GTC are Paid in Equal Installments from GCS Over 9 Months- Beginning in August; Then Adjusted Per Actual Revenue for June

(2) Represents Total Amount Received From Greene County Schools

(3) Reflects cost of 2023-2024 Liability, Workers' Compensation, & Building and Grounds Insurance Payments

Encumbrances total \$36,114



USATestprep and Education Galaxy are now Progress Learning

Progress Learning, LLC
 800 Battery Ave SE, Suite 100
 Atlanta, GA 30339
 US

Phone: 1-877-377-9537
 Fax: 877-816-0808
 Email:
 orders@progresslearning.com

Quote

Quote #: Q-38786-1
Date: 1/29/2025
Expires On: 3/31/2025
Quote Total: \$52,650.00

Ship To

Danielle Shackelford-Rollins
 Greenville High School
 210 TUSCULUM BLVD
 GREENEVILLE, TN 37745
 4237878030
 423-787-8028
 shackelford-rollinsd@gcschools.net

Bill To

Greenville Po Box 1420
 Greenville, TN 37744

SALESPERSON	EMAIL	PAYMENT METHOD
Stephanie Herrera	stephanie.herrera@progresslearning.com	Net 30

*For credit card payments, a 3% processing fee will be applied at time of payment.
 The credit card total after fees will be \$54,229.50.*

Subscription Information

Greenville High School

License	Start Date	End Date	List	Discount	Total
Benchmark Assessments & Coursework for the ACT - Full Campus	1/1/2025	12/31/2028	\$19,500.00	\$5,850.00	\$52,650.00
Greenville High School Subtotal:					\$19,500.00
Greenville High School Total:					\$52,650.00

Subtotal:	\$19,500.00
Total:	\$52,650.00

Quote reflects a 3 year purchase. Our TIPS contract number is 240804.



The Interlocal Purchasing System (TIPS)

RFP 240804

Academic and Educational Goods and Services

9/20/2024



Submitted By: Progress Learning LLC

800 Battery Ave. Suite 100, Atlanta, GA 30339

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Cover Letter

TIPS Cooperative
4845 US Highway 271 North
Pittsburg, TX 75686 USA

Progress Learning LLC
800 Battery Ave, Suite 100
Atlanta, GA 30339

Dear TIPS Members and Evaluators

Progress Learning is pleased to respond to The Interlocal Purchasing System's (TIPS) Request for Proposal (RFP) for Academic and Educational Goods and Services. To best meet the needs of RFP 240804, Progress Learning is proposing our suite of award-winning solutions, Progress Learning for K-12 (including our Elementary, Middle School, and High School solutions), and Liftoff, our powerful intervention solution for Math and Reading (Grades 2-8).

Progress Learning for grades K-12 provides engaging, impactful, and age-relevant supplemental learning resources—including assessment and assignment creation, robust reporting, quick click remediation, independent student practice, and adaptive intervention—in a streamlined suite for schools and districts. Progress Learning K-12 was developed (by teachers, for teachers) to replicate the rigor of state assessments and to help every student achieve their potential through personalized learning and timely intervention. Progress Learning is aligned to state standards and will serve as a powerful tool for TIPS students, educators, and administrators.

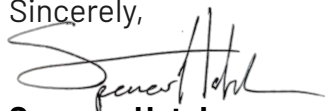
Liftoff, our powerful intervention solution for grades 2-8, runs within Progress Learning to identify student learning levels and academic gaps through diagnostic assessments. With rockets, aliens, and differentiated learning for all instructional levels, Liftoff provides adaptive intervention in an engaging environment, and offers encouragement and rewards to promote growth and strengthen standards targeted for improvement.

For the past 25 years, Progress Learning has delivered solutions to teachers, students, and administrators across the country, serving more than 4 million students per year, in 4,000 school districts nationwide.

As a next step, please feel free to reach out to your designated rep, Justin Berkenstock, at 877-377-9537, or via email, at either justin.berkenstock@progresslearning.com or support@progresslearning.com.

For proposal related questions or concerns, please reach out to David Prete at proposals@progresslearning.com.

Sincerely,



Spencer Hatch
Chief Financial Officer



Solution Overview

Progress Learning

Progress Learning provides award-winning online activities, diagnostics, and assessments to help students prepare for state testing. Progress Learning was designed to align completely to your state standards and provides a variety of effective tools to maximize the performance of intermediate schools and districts.

Educational and Engaging



Progress Learning firmly believes that when students are engaged, their capacity for learning increases. Our solutions reflect this belief and were designed to engage students through a unique reward and recognition program that enhances learning without distracting them from the learning process. The result is a powerful tool that students will enjoy using, as they learn and progress through academic standards that will set them up for success.

100% State Standard-Aligned

Our content is never simply “aligned.” We ensure our questions are built from the ground up to prepare students for the rigor of their state standards. Teachers can create and share formative assessments, spiral reviews, benchmarks, or any other custom test.



Personalized Learning at All Levels

Progress Learning understands that education is not a linear path. With our solution, every student receives a learning path or plan featuring specific standards uniquely aligned to their individual learning needs. Progress Learning includes additional games and themed lessons with interactive rockets and blasters to build excitement and engagement.

Built for Accessibility and Accommodation

Progress Learning understands that students are unique and learn in a variety of ways. Our tools were created with accessibility at their heart and were designed to be intuitive and accommodating for diverse learning needs. With Progress Learning tests can be created and then customized to accommodate specific learning needs, differentiated instructional levels, or distinct learning types. Resources also include options for larger fonts, alternative colors, printable activities, and magnification features. Videos include transcripts, items can include notepad or sticky note options, and educators

“Our tools were created with accessibility at their heart and were designed to be intuitive and accommodating for diverse learning needs.”

can automatically eliminate answer choices for students to create assessments that are practical without becoming overwhelming.

Comprehensive Reporting for Teachers



Progress Learning provides powerful reports with intelligent features designed to save you time. Reports can be filtered by student, class, grade level, subject, or school to quickly find where students are excelling, and where they may require more instruction. Individual student reports will also help with parent-teacher conferences or student progress reports to keep students on track and achieving results that reflect their potential. Further, district and school dashboards allow teachers to monitor the progress of students across subjects and

grade levels. The data provided helps everyone better understand where students need remediation and identify trends that may inform curriculum and teaching strategies. Results are available in multiple formats and timeframes.

Rigorous Assessment Items

Progress Learning assessment items match the rigor of state assessments to help students achieve their maximum potential. Each question item in Progress Learning goes through a comprehensive review process that includes studying the standards for each state thoroughly and reviewing all available released state assessment test items to ensure our questions mirror both the style and rigor of each individual state.

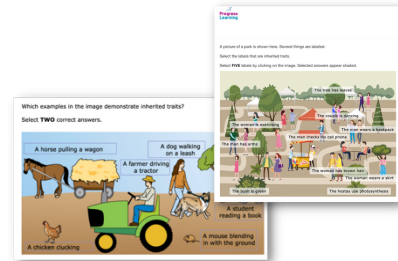
“Progress Learning assessment items match the rigor of state assessments to help students achieve their maximum potential.”

- Our team of credentialed academics researches and identifies specific standards from your department of education.
- Our academic team finds the most up-to-date standards in your state and each subject area.
- Our academic team studies all 50 state's education websites twice a year to review any updates to each state's standards. This research and review ensures that our practice is aligned to standards with the most current information and resources.



Our solutions also provide:

- State-aligned content.
- Adaptive intervention and quick click remediation.
- Formative and summative assessments.
- All 4 core subjects (ELA, Math, Science, Social Studies) - plus ACT/SAT prep.
- Test prep for state and nationwide assessments.

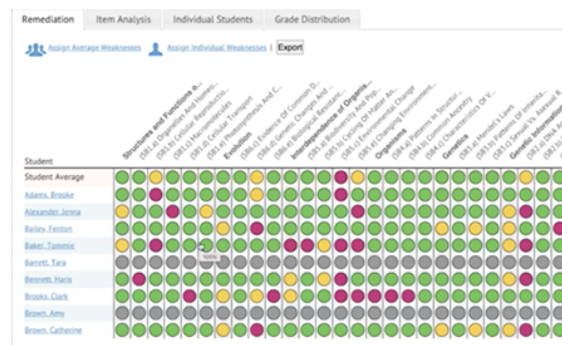


Easily Accessible Platform

Users can access Progress Learning from anywhere, on any Wi-Fi-enabled device. We make it easy for teachers to create assignments, share assessments, and track progress. Educators can customize their classroom by integrating classes from Clever, ClassLink, Canvas, and Google Classroom, and can even add a fun avatar.

Remediation and Adaptive Intervention

Diagnostics and progress monitoring help educators understand which students are not performing at grade level so that they can provide the resources they need to catch up. Easily monitor progress by breaking down each domain by element and standard with a dot rank system to show where students stand in comparison to state standards.

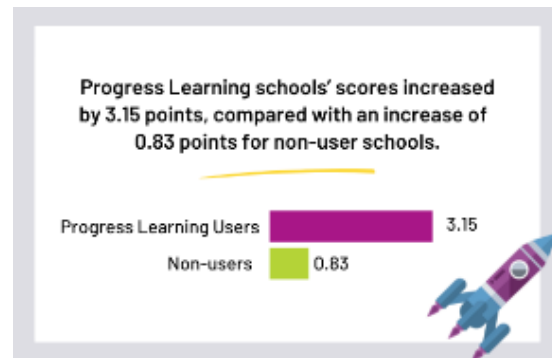


Research-Backed Solutions

Our solutions are research and evidence-based and have been proven to help students increase their state standards scores while enhancing their overall academic experience.

For reference, we have highlighted a few of our recent efficacy studies as part of our submission, including:

- [McREL Research Summary](#) - The Impact of the Progress Learning Online Assessment, Practice and Instruction programs on Fourth Grade Mathematics and Reading Achievement.
- [McREL Research Summary](#) - The Impact of the Progress Learning Platform on Sixth Grade Mathematics Achievement.



Additional studies can be found at:

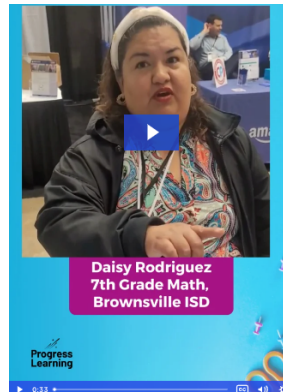
<https://progresslearning.com/resources/proven-results/>.

English and Spanish Modes

Assessment items and activities are available in both English and Spanish to develop and strengthen second language acquisition. Three different language modes allow educators to customize the experience for each student by choosing whether to allow students to toggle back and forth between English and Spanish or to see questions in only English or Spanish.

Testimonials

Our solutions have helped millions of students and educators across thousands of school districts. Here's what a few have say about our solutions:



For additional testimonials, please visit: <https://progresslearning.com/about-us/testimonials/>.

For results, including efficacy studies and research, please see: <https://progresslearning.com/resources/proven-results/>.

"The most honest thing I can say about Progress Learning is that it has impacted my classroom more than any other program or website I've used in my 6 years of teaching."

- Corey Phillips, GA



Company Qualifications

Progress Learning provides a comprehensive, standards-aligned instructional resource and content solution for grades K-12. We currently serve more than 4 million students per year, in over 4,000 school districts nationwide.

Progress Learning has been working with schools and districts across the United States since our conception in 1998. Though our name has changed (from USATestPrep), our commitment to education (and educators) has continued to propel us to innovate and improve—from the first day of kindergarten, to the day of graduation—we remain committed to students, educators, administrators, and the communities we all belong to.

Our Values



Learning

We believe that learning is a lifelong pursuit. Our team is dedicated to constantly learning, growing, and developing new skills.



Professionalism

We conduct business with customers, partners, and each other in a first-class manner, adhering to the highest degree of professionalism.



Diversity

Our strength lies in our diverse backgrounds, skills, and thinking. At our company, everyone has an opportunity to grow and thrive.



Unity

Our unified spirit allows us to navigate the ever-evolving world of education with a shared vision and purpose.

Why Progress Learning?

As a teacher-founded company with 25+ years of experience in education, Progress Learning was made for educators, by educators. By incorporating Progress Learning into your classrooms, you will possess a solution that provides:



A Cost-Effective Approach to State-Standard Mastery: Progress Learning's customizable pricing for grades K-12 ensures your students' achievements are never limited by funds or budget.



Quick-Click Remediation: On-the-spot remediation and progress monitoring help ensure students are continually progress towards standards mastery.



Deep, Technology-Enhanced Content: State-aligned academic content created by educators, including all 4 core subjects (ELA, Math, Science, and Social Studies) contain custom technology-enhanced item types for improved functionality and engagement.



A Technology-Driven Approach to Education and Engagement: Progress Learning provides video support for incorrect answers, and engaging games for K-5 students who get answers right. This helps keep students engaged and encouraged.



Customizability: Custom questions for assignments and assessments give educators the control to test specific areas or standards to pinpoint improvement.



Shareability: Shared assessments and assignments at the school and district level save educators time and allow districts to remain unified in the standards being taught and tested.



Accessibility: Enhanced accessibility features on every question, including font sizes, colors, zoom, printable activities with bell ringers, differentiated instructional levels, transcripts, drawing modes, response masking, notepads, and more.



Meaningful Support: Progress Learning offers support from an experienced staff, saving your educators time, and allowing them to focus on what really matters.



Results-Driven Content: Progress Learning's content is 100% state-aligned, ensuring students are working towards mastery of state standards, and not wasting time pursuing unnecessary curriculum.

"Ever since signing up for a trial of Progress Learning, I knew it was something special. From the bell ringers, lessons, assessments, activities, and games, there is something for every student that walks into the classroom."

- Adam Weatherford, MS

Overall Project Approach

Implementation

The following outlines Progress Learning’s approach to implementation. Please note, dates and details will be determined prior to contract finalization.



Kickoff Meeting

- Develop an implementation plan.
- Discuss rostering & integration plan.
- Tour the dashboard.
- Review training options & schedule.
- Answer questions.

Admin & Staff Training

- Live Webinars.
- Recorded Webinars.
- Custom Sessions.
- Special Topics.
- Ongoing Training.

Roster & Integration

- Clever or Classlink.
- Manual Upload.
- NWEA.

Classroom Implementation

- Usage Monitoring.
- Tips & Guidance.
- Implementation Guide.
- Implementation 101 Webinar.
- Introduce PL to your students.

Upon award, Progress Learning will work with schools (or districts) to create a training plan and roadmap, including contact type and frequency, that best reflects the needs of the school. Integrations can be synched at the onset of the school year to auto roster and create classes. Initial set up and training can be completed within 5 school days. Ongoing training is provided to help administrators gain access and familiarize themselves with school and district level data. Teachers can receive training at various checkpoints throughout the school year to analyze data, build intervention plans, and personalize learning paths for students.

Training

Progress Learning provides a variety of training options for every user and budget. Districts can access our free Help Center, live webinars, on-demand training videos, Ask an Expert sessions, and our train-the-trainer offerings. Onsite training is also available for an additional charge and can be scheduled at any time during the duration of the contract.

Our training costs have been outlined in the pricing section. For an overview of the training we offer, including Getting Started, Special Topic Webinars, On-Demand Training Videos, or to Ask an Expert, please visit: <https://progresslearning.com/about-us/training/>



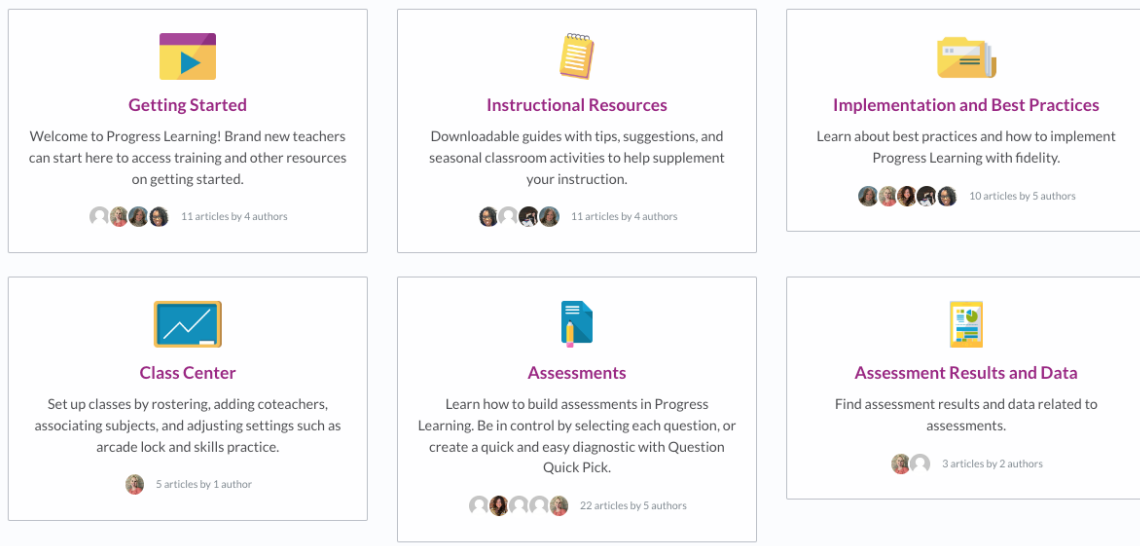
Dr. Lacey Wynn
Berrien High School, GA

"I have thoroughly enjoyed ALL your professional learning webinars. Thank you so much for helping me understand how to utilize USA Test Prep to ensure my students are successful on the Biology EOCT. I appreciate all you do."

Support

Progress Learning offers support backed by experienced staff members that was designed to save your educators time and frustration. Our standard support hours are from 9 am - 5 pm EST, and we can be reached by phone or email.

Outside of support hours, users can access our free Help Center, live webinars, and on-demand training videos.















 <p>Getting Started</p> <p>Welcome to Progress Learning! Brand new teachers can start here to access training and other resources on getting started.</p> <p> 11 articles by 4 authors</p>	 <p>Instructional Resources</p> <p>Downloadable guides with tips, suggestions, and seasonal classroom activities to help supplement your instruction.</p> <p> 11 articles by 4 authors</p>	 <p>Implementation and Best Practices</p> <p>Learn about best practices and how to implement Progress Learning with fidelity.</p> <p> 10 articles by 5 authors</p>
 <p>Class Center</p> <p>Set up classes by rostering, adding coteachers, associating subjects, and adjusting settings such as arcade lock and skills practice.</p> <p> 5 articles by 1 author</p>	 <p>Assessments</p> <p>Learn how to build assessments in Progress Learning. Be in control by selecting each question, or create a quick and easy diagnostic with Question Quick Pick.</p> <p> 22 articles by 5 authors</p>	 <p>Assessment Results and Data</p> <p>Find assessment results and data related to assessments.</p> <p> 3 articles by 2 authors</p>

Figure 1. Help Center – Progress Learning's free Help Center provides users with quick guide and videos to get them back on track outside of standard support hours.

Maintenance

Progress Learning is constantly updated to provide users with ongoing benefits, new features, and ongoing protection throughout the duration of our partnership. Our solution is typically updated weekly, usually on Wednesday afternoons, after the conclusion of the school day. 99% of our updates require no system downtime. However, if downtime needs to be scheduled, updates are usually performed after 10 pm CST to limit disruption. If the platform is going to be down for an extended period (more than 30 minutes), we have notification alerts in place to warn users prior to the outage.



Progress Learning Pricing Structure

The following quote outlines Progress Learning’s standard pricing. If you have any questions or concerns, please feel free to reach out to support@progresslearning.com

All-in Progress Learning Bundle (Including Liftoff for Elem/Middle)			
# of Students	Elementary	Middle	High
<200	\$3,750	\$4,500	\$6,000
200 - 500	\$6,250	\$7,500	\$10,000
500 - 1,000	\$8,500	\$12,500	\$17,500
1,000+	\$15,000	\$20,000	\$30,000

Single Subject			
# of Students	Elementary	Middle	High
<200	\$450	\$525	\$600
200 - 500	\$750	\$875	\$1,000
500 - 1,000	\$1,250	\$1,500	\$1,750
1,000+	\$2,400	\$2,800	\$3,000

Other Bundles				
# of Students	Subject Level (Elem)	Subject Level (Middle)	Subject Level (High)	Essentials Bundle (High)
<200	\$1,950	\$2,250	\$3,000	\$3,000
200 - 500	\$3,250	\$3,750	\$5,000	\$5,000
500 - 1,000	\$4,250	\$6,250	\$8,750	\$8,750
1,000+	\$7,500	\$10,000	\$15,000	\$15,000



Progress Learning Professional Services

Professional Development Packages			
Packages	Price	Details	Recommendations
Progress Learning PD Package	\$1,000	<p>Four 60-minute sessions</p> <ul style="list-style-type: none"> Session Titles: <ul style="list-style-type: none"> Getting Started Implementation 101 Data Dive Gear Up for Testing Virtual Training Recorded for the customer. <p>All training will take place in one school year (by July 31st)</p>	<p>Two 60-minute sessions in the Fall semester</p> <ul style="list-style-type: none"> Getting Started Implementation 101 <p>Two 60-minute sessions in the Spring semester</p> <ul style="list-style-type: none"> Data Dive Gear Up for Testing
Progress Learning PD Package (Lite)	\$500	<p>Two 60-minute sessions. Choice of two from this menu:</p> <ul style="list-style-type: none"> Getting Started Implementation 101 Data Dive Gear Up for Testing <p>Virtual Training. Recorded for the customer.</p> <p>All training will take place in one school year (by July 31st)</p>	<p>Two 60-minute sessions. Choice of two from this menu:</p> <ul style="list-style-type: none"> Getting Started Implementation 101 Data Dive Gear Up for Testing <p>May be used any time within one school year.</p>
In-Person	\$2,000	<p>Includes a 15-minute training consultation.</p> <p>Includes one trainer for up to one full school day.</p> <p>Includes Full-Service PD Package, plus additional training as discussed during the consultation</p>	



Horizon Education Pricing

The following quote outlines Progress Learning’s standard pricing, which is determined on a size-per-school basis.

Single Campus Pricing		Full Campus Purchase		By Grade Level	
School Size	# of Students	Assessments	Assessment + Curriculum	Assessments	Assessment + Curriculum
(T0) Extra Small	Less than 100	40% of T1	40% of T1	40% of T1	40% of T1
(T1) Small	Less than 250	\$3,750	\$7,500	\$1,875	\$3,750
(T2) Medium	250-500	\$6,000	\$12,000	\$3,000	\$6,000
(T3) Large	500-1000	\$9,750	\$19,500	\$4,875	\$9,750
(T4) Extra Large	1000+	\$12,000	\$24,000	\$6,000	\$12,000

Note: Additional discounts may be offered for large, or strategic opportunities, at the discretion of Progress Learning. For more information, please reach out to support@progresslearning.com.

Products

- Benchmark Assessments for the ACT - Full Campus Access.
- Benchmark Assessments & Coursework for the ACT - Full Campus Access.
- Benchmark Assessments for the SAT - Full Campus Access.
- Benchmark Assessments & Coursework for the SAT - Full Campus Access.
- Benchmark Assessments for the ACT - Single Grade Level Access.
- Benchmark Assessments & Coursework for the ACT - Single Grade Level Access.
- Benchmark Assessments for the SAT - Single Grade Level Access.
- Benchmark Assessments & Coursework for the SAT - Single Grade Level Access.



Product Overview



Progress Learning for Elementary

Progress Learning for Elementary provides award-winning online activities, diagnostics, and assessments designed to save teachers time and help students prepare for state testing. Progress Learning is built to your state standards and provides a variety of amazingly effective solutions to maximize the performance of all K-5 students.



Liftoff Adaptive Intervention for Math and Reading

Liftoff is an adaptive intervention program for grades 2-8. Liftoff identifies academic gaps by providing adaptive intervention and a highly engaging learning environment to help students reach specific academic standards. Teachers and interventionists can engage with a variety of reports to help them monitor their students' progress and assist in planning small group instruction.



Progress Learning for Middle School

Progress Learning for Middle School is a simple and effective way to supplement your instruction with thousands of high-quality standards aligned practice items. We use a special combination of personalized learning and interactive gaming elements, with features inspired by Education Galaxy to keep your middle school learners engaged and motivated.



Progress Learning for High School

Progress Learning for High School is an effective solution to supplement instruction with high-quality, 100% standards-aligned practice items. Progress Learning for High School goes the extra mile to provide detailed alignment to every standard, empowering students with the best possible materials to prepare them for their biggest tests yet—including national tests, like the SAT and ACT.



Horizon Education for High School

Horizon Education is a powerful PSAT, SAT®, PreACT, and ACT® test prep program designed to provide equitable access to all students, regardless of their background or socio-economic status. Horizon combines quality and affordability by training your staff to run a first-class program. We believe education is a civil right and a cornerstone to our democracy, and our team is committed to a high level of customer service during every step of the process.

Appendix A – Master Services Agreement

This Software Services Agreement (“Agreement”), effective as of the Effective Date set forth below, is entered into by and between the entity identified as Customer below (“Customer”) and Progress Learning, LLC, a Georgia corporation having its principal place of business at 400 Galleria Pkwy, Suite 1000, Atlanta, GA 30339 (“Progress Learning”). The parties acknowledge and agree that they have read and understand the Terms and Conditions of this Agreement and, upon execution, are legally bound by it. This Agreement includes this “Signature Page”, the attached Terms and Conditions, and any schedules, exhibits, or other attachments incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective on the Effective Date.

Progress Learning:
Name:

Customer:

Title:

Date:

1. OVERVIEW.

Progress Learning operates an online resource to help teachers prepare students for certain graduation and assessment tests and exams. The following terms and conditions (“Terms and Conditions”) provide for terms that are common to this Agreement, including all Schedules. In the event of a conflict between these Terms and Conditions and any Schedule, these Terms and Conditions will control, unless expressly stated to the contrary in the Schedule.

2. SERVICES.

1. **General.** All services provided by Progress Learning under this Agreement (“Services”), including the Software Services, will be provided to Customer according to these Terms and Conditions, the Signature Page, and all schedules, exhibits, or other attachments made a part of this Agreement. During the Term, Progress Learning shall provide Customer a user name, a teacher password and a student password to enable teachers employed by Customer (“Teachers”) and students enrolled in Customer’s classes (“Students”) to access the Software Services.
2. **Software Services.** Progress Learning will provide Customer and its authorized Teachers and Students (“Authorized Users”), with access to the software products and related services and content provided by Progress Learning via a web browser and identified on the Signature Page (“Software Services”). During the Term and subject to Customer’s compliance with this Agreement, Progress Learning grants Customer the non-exclusive, nontransferable, non-assignable, and limited right to allow Authorized Users to remotely access the Software Services in accordance with the terms of this Agreement solely for the benefit of Customer and the Authorized Users in the ordinary course of Customer’s operations.
3. **Service Delivery.** Progress Learning may provide the Services from any facility and may from time to time transfer any or all of the Services being provided hereunder to any new facility(ies) or relocate the personnel, equipment and other resources used in providing those Services.
4. **Restrictions.** Customer shall not lease, license, sell, sublicense or otherwise transfer its access to or use of the Software Services. The Software Services may only be accessed or used by Customer and Authorized Users for their own benefit. In addition, Customer shall not modify, create derivative works of, or attempt to decipher, decompile, disassemble or reverse engineer the Software Services. Nothing in this Agreement confers upon

either party any right to use the other party's Marks (defined below), except in Progress Learning's performance of the Services. All use of such Marks by either party will inure to the benefit of the owner of such Marks, use of which will be subject to specifications controlled by the owner.

3. RIGHTS RESERVED.

All right, title, and interest in and to the Services (including all content contained therein) and all service marks, trademarks, trade names, logos, and any modifications to the foregoing ("Marks") of Progress Learning, together with all suggestions, contributions, enhancements, improvements, additions, modifications, or derivative works thereto and copies thereof, will remain in possession of Progress Learning. Customer acknowledges that the Software Services in source code, object code and any other form remains Confidential Information of Progress Learning and that the Software Services in any form is not licensed to Customer by this Agreement or any Schedule and will not be provided by Progress Learning. No right or implied license or right of any kind is granted to Customer regarding the Services, including any right to use, reproduce, market, sell, translate, distribute, transfer, adopt, disassemble, decompile, reverse engineer, or possess the Software Services, the documentation thereof, the content contained therein, or other technical material, or any portions thereof.

4. FEES AND PAYMENT TERMS.

4. Services Fees. For the Services provided under this Agreement, Customer will pay Progress Learning the fees in the amounts set forth on the Signature Page. Unless otherwise set forth on the Signature Page, applicable fees will be invoiced to Customer annually in advance. Fees are non-cancelable and non-refundable. Except as otherwise may be set forth on the Signature Page, all amounts owed shall be due 30 days from receipt by Customer of an invoice for same. After the Initial Term, and at the beginning of each Renewal Term thereafter, Progress Learning may adjust the fees applicable during the upcoming Renewal Term upon written notice provided at least 60 days prior to the end of the Initial Term or applicable Renewal Term, as the case may be. All fees paid and expenses reimbursed under this Agreement will be in United States currency.
5. Taxes. The fees and expenses due to Progress Learning as set forth in this Agreement are net amounts to be received by Progress Learning, exclusive of all sales, use, withholding, excise, value added, ad valorem taxes, or duties incurred by Customer or imposed on Progress Learning in the performance of this Agreement or otherwise due as a result of this Agreement. This section will not apply to taxes based solely on Progress Learning's income.
6. Offset. Fees and expenses due from Customer under this Agreement may not be withheld or offset by Customer against other amounts for any reason.

5. CUSTOMER OBLIGATIONS.

1. Technical Requirements. Customer must have required equipment, software, and Internet access to be able to use the Software Services. Acquiring, installing, maintaining and operating equipment and Internet access is solely Customer's responsibility. Progress Learning neither represents nor warrants that the Software Services will be accessible through all web browser releases.

2. Use of Software Services. Customer shall not, and shall not permit others, in using the Software Services to: (i) publish, ship, distribute or disseminate material or information that encourages conduct that could constitute a criminal offense or give rise to civil liability; (ii) engage in any conduct that could constitute a criminal offense or give rise to civil liability for Progress Learning; (iii) misrepresent or in any other way falsely identify Customer's identity or affiliation, including through impersonation or altering any technical information in communications using the Software Services; (iv) transmit or upload any material through the Software Services containing viruses, trojan horses, worms, time bombs, cancelbots, or any other programs with the intent or effect of damaging, destroying, disrupting or otherwise impairing Progress Learning's, or any other person's or entity's, network, computer system, or other equipment; (v) interfere with or disrupt the Software Services, networks, or servers connected to the Progress Learning systems or violate the regulations, policies or procedures of such networks or servers, including unlawful or unauthorized altering of any of the information submitted through the Software Services; (vi) attempt to gain unauthorized access to the Software Services, other Progress Learning customers' computer systems, or networks using the Software Services through any means; or (vii) interfere with another



party's use of the Software Services. Progress Learning has no obligation to monitor Customer's use of the Software Services. However, Progress Learning reserves the right (but has no obligation) at all times to monitor, review, retain and disclose any information as necessary to satisfy or cooperate with any applicable law, regulation, legal process or governmental request. Customer shall be responsible for all acts and omissions of its Authorized Users as if such acts or omissions were its own.

3. Compliance with Law. Customer agrees not to use or allow the use of the Software Services for illegal purposes or for the transmission of material that is unlawful, harassing, defamatory (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or that infringes the rights of others. Customer is solely responsible for any and all improper use of the Software Services that occurs as a direct or indirect result of any act or omission of Customer and any Authorized User. Customer will notify Progress Learning immediately of any unauthorized use of the Software Services or any other breach of security that is known or suspected by Customer.

6. NON-DISCLOSURE AND CONFIDENTIALITY.

1. Disclosure. Each party may disclose to the other party certain Confidential Information of such party or of such party's associated companies, distributors, licensors, suppliers, or customers. "Confidential Information" means any information that is of value to its owner and is treated as confidential, including trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing; "Disclosing Party" refers to the party disclosing Confidential Information hereunder, whether such disclosure is directly from Disclosing Party or through Disclosing Party's employees or agents; and "Receiving Party" refers to the party receiving any Confidential Information hereunder, whether such disclosure is received directly or through Receiving Party's employees or agents.

2. Requirement of Confidentiality. The Receiving Party agrees: (a) not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party, provided that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its, and its affiliates', officers, employees, consultants and legal advisors who have a "need to know", who have been apprised of this restriction and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 6; (b) to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations or as otherwise authorized under the Agreement; and (c) to promptly notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party. Customer acknowledges that the Software Services and documentation are the Confidential Information of Progress Learning. The obligations in this Section 6 shall survive termination and continue for so long as the applicable information constitutes Confidential Information. Confidential Information shall not include information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

3. Compelled Disclosure. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide: (a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

4. Data Use. Customer agrees that data derived by Progress Learning from Progress Learning's performance of the Services or input by Customer may be used for the purposes of analysis, including statistical analysis, trend analysis, creation of data models, and creation of statistical rules. The results of such analysis ("De-identified Data")



may be used by Progress Learning for any lawful purpose. Notwithstanding anything contained in this Agreement, De-identified Data shall not contain (i) any Confidential Information of Customer, (ii) any information that identifies or can be reasonably used to identify an individual person, (iii) any information that identifies or can be reasonably used to identify Customer or its affiliates and their suppliers, or (iv) any information that identifies or can be reasonably used to identify any activities or behaviors of Customer.

5. Personal Information. This Section 6.5 applies only to personal information collected by Progress Learning through the Services. Personal information is retained only for educational purposes. Progress Learning will only use the personal information provided for the purpose for which such information was provided, including for the recording and tracking of student results on assessment items within the Software Services and can be accessed only by the individual student and their teachers or administrators at their school or district. Customer information may also be used to contact Customer when necessary or appropriate. Demographic and profile data is also used to tailor the Customer and Authorized User experience, including by showing content Progress Learning determines may interest the Customer or Authorized Users. In accordance with the Family Education Rights and Privacy Act (FERPA), the Children's Online Privacy Protection Act (COPPA) and other applicable law, none of the collected personal information is sold to or shared with any third party.

7. LIMITED WARRANTY; DISCLAIMER.

1. Limited Warranty. Progress Learning represents and warrants that it will provide the Services in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Software Services will perform substantially in accordance with the documentation under normal use and circumstances. In the event of Progress Learning's breach of the foregoing warranty, Progress Learning's sole and exclusive obligation and liability, and Customer's sole and exclusive remedy, shall be for Progress Learning to use commercially reasonable efforts to cure such breach. If Progress Learning cannot cure such breach within 30 days after Customer's written notice of such breach, Customer may, at its option, terminate the Agreement upon 30 days advance written notice to Progress Learning.
2. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN SECTION 7.1, EACH PARTY DISCLAIMS ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS TO THE OTHER PARTY REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY

IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY EXCLUDED AND DISCLAIMED BY PROGRESS LEARNING. NO WARRANTY IS MADE THAT USE OF THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED, THAT ANY ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED, OR THAT THE SERVICES FUNCTIONALITY WILL MEET CUSTOMER'S REQUIREMENTS.

8. LIMITATION OF LIABILITY.

1. Exclusion of Damages. EXCEPT AS OTHERWISE PROVIDED IN SECTION 8.3, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF USE, REVENUE, PROFIT, OR DATA, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
2. Liability Cap. EXCEPT AS OTHERWISE PROVIDED IN SECTION 8.3, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO PROGRESS LEARNING PURSUANT TO THIS AGREEMENT

DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

3. Exceptions. The exclusions and limitations in Section 8.1 and Section 8.2 shall not apply to: (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 6 (Non-Disclosure and Confidentiality); or (b) a party's obligations under Section 9 (Indemnification).

9. INDEMNIFICATION.

1. Progress Learning Indemnification. Progress Learning shall defend Customer and its officers, directors, employees, agents, successors and permitted assigns against any third party claim, suit, action or proceeding (each, an "Action") based on a claim that Customer's receipt or use of the Services in accordance with this Agreement infringes any intellectual property right or misappropriates any trade secret of a third party, and shall pay all settlements entered into and damages awarded against Customer to the extent based on such an Action; provided, however, that Progress Learning shall have no obligations under this Section 9.1 with respect to claims to the extent arising out of:

(a) any instruction, information, designs, specifications or other materials provided by Customer to Progress Learning; (b) use of the Services in combination with any materials, software, or equipment not supplied to Customer or specified by Progress Learning in writing; or (c) any modifications or changes made to the Services by or on behalf of any person or entity other than Progress Learning. If the Services, or any part thereof, become, or in the opinion of Progress Learning may become, the subject of a claim of infringement or misappropriation, Progress Learning may, at its option: (i) procure for Customer the right to use such Services free of any liability; (ii) replace or modify the Services to make them non-infringing; or (iii) terminate this Agreement and refund to Customer any portion of the fees prepaid by Customer for the infringing Services.

2. Customer Indemnification. Customer shall defend Progress Learning and its officers, directors, employees, agents, affiliates, successors and permitted assigns against all Actions based on a claim that any information or materials provided by Customer, or Progress Learning's receipt or use thereof, infringes any intellectual property right or misappropriates any trade secret of a third party, and shall pay all settlements entered into and damages awarded against Progress Learning to the extent based on such an Action.

3. Indemnification Procedures. The indemnifying party shall solely control the defense and settlement of the applicable Action. The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner that requires the indemnified party to pay monies or admit liability without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 9.1 shall not relieve the indemnifying party of its obligations under this Section 9.1 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

10. TERM AND TERMINATION.

1. Initial Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect for the initial term set forth on the Signature Page ("Initial Term"), unless earlier terminated as provided for below. Thereafter, the Initial Term shall automatically renew for successive periods of one year each (each a "Renewal Term" and together with the Initial Term, the "Term"), unless either party provides written notice to the other party at least 30 days prior to the end of the then-current Initial Term or Renewal Term of its intent to not renew the Agreement.

2. Termination. Without prejudice to any other remedies and in addition to any other termination rights herein, the parties shall have the right to terminate this Agreement as provided below:

1. By either party if the other party commits a material breach of this Agreement and such breach remains uncured 30 days after written notice of such breach is delivered to such other party including the failure to pay any fees due to Progress Learning; or
2. By either party if the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws, laws of debtor's moratorium or similar laws.
3. Effect. Upon termination of this Agreement for any reason, all rights and licenses granted by Progress Learning hereunder to Customer will immediately cease. Within 30 days after termination or expiration of this Agreement, each party shall return or destroy the Confidential Information of the other party.
4. Survival. The rights and obligations of the parties set forth in this Section 10.4 and Sections 2.7, 3, 4, 6, 7.2, 8, 9, 10.3, 10.4, and 11, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

11. GENERAL.

1. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule. The United Nations Convention on Contracts for the International Sale of Goods shall not apply in any respect to this Agreement or the parties.
2. Conflicting Terms. Notwithstanding the content of any Customer purchase order or any other document or record, whether in writing or electronic, relating to the subject matter of this Agreement, the terms of this Agreement shall govern and any conflicting, inconsistent, or additional terms contained in such documents shall be null and void.
3. Notice. All communications required or otherwise provided under this Agreement shall be in writing and shall be deemed given when delivered (i) by hand, (ii) by registered or certified mail, postage prepaid, return receipt requested; or (iii) by a nationally recognized overnight courier service; to the address set forth on the Signature Page, as may be amended by the parties by written notice to the other party in accordance with this Section 11.3.
4. Assignment. Neither party may assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided that upon prior written notice to the other party, either party may assign the Agreement to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation or acquisition. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
5. Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing the same shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one party than against another.
6. Severability. In case any one or more of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
7. Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all written or oral prior agreements or understandings with respect thereto.
9. Amendment; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
10. Force Majeure. Neither party shall be liable for delay or failure in performing any of its obligations hereunder due to causes beyond its reasonable control, including an act of nature, war, natural disaster, governmental regulations, terrorism, communication or utility failures or casualties or the failures or acts of third parties.
11. Equitable Relief. Each party acknowledges that a breach by a party of Section 2.7 (Restrictions) or Section 6 (Non-Disclosure and Confidentiality) may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.
12. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.
13. Relationship of Parties. Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute one party as agent of the other, for any purpose whatsoever, and neither party shall have the authority or power to bind the other, or to contract in the name of or create a liability against the other, in any way or for any purpose.
14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**SCHEDULE 1
DESCRIPTION
OF SERVICE**

**See provided
Quote.**