

Request to Place an Item on the Agenda

Name: **Bruce Voth**

Address: **7300 Greenville Rd. Elkton, KY 42220**

Telephone number: **270-265-4460**

Name of school children attend, if applicable: **North Todd Elementary School**

Group represented: **NTES**

Check if request was submitted to: Superintendent Board Chairperson

Conferred with following administrators (names): _____

Description of Issue: **TVA grant application**

Specific Action Requested: **Request for NTES to apply for the TVA Uplift grant.**

Check if you are: Board Member District Employee Community Member

All requests for items to be placed on the agenda must be submitted to the Superintendent prior to the Board meeting as specified in Board Policy 01.45. Items submitted shall require prior approval of the Superintendent.

Review/Revised:3/13/2006



School Uplift

Participant Agreement 2023-2024

District Name	Todd County Schools	
Director of Schools	Mark Thomas	Phone 270-265-2436
Email	mark.thomas@todd.kyschools.us	
District Address	205 Airport Rd. Elkton, KY 42220	
School Name	North Todd Elementary School	
School Address	7300 Greenville Rd. Elkton, KY 42220	
Energy Champion Name	Bruce Voth	Phone 270-265-4460
Energy Champion Email	bruce.voth@todd.kyschools.us	
Local Power Company (LPC)	Pennyrile Rural Electric CC	
LPC Contact Name	Brent Gilkey	Phone
LPC Contact Email	bgilkey@precc.com	

School district/ school

Thank you for your interest in the TVA EnergyRight School Uplift program. As shown in the overview material, School Uplift involves the application of well-known improvement concepts in the identification and optimization of practices relating to energy use. The School Uplift program is designed as a cohort initiative to involve concurrent participation from other school districts within the Tennessee Valley Authority (TVA) service territory. Through the structured approach, TVA will lead you through a series of modules and support services through May 31, 2024. With the actual schedule of module delivery to be determined once all participants are identified, the general School Uplift activity framework is as follows:

MODULE	TYPE	OUTCOME/DELIVERABLE
KICK OFF	Virtual Workshop	SEM Overview, Scope, Goal
ENERGY MANAGEMENT ASSESSMENT	Individual On-site	Management Action Plan
BUILDING SITE ASSESSMENT	Individual On-site	Savings Opportunity List
ENERGY GOAL & ENERGY TEAM	Webinar	Goal and Team Makeup
PERFORMANCE TRACKING & REPORTING	Monthly Entry	EnergyStar Model
ENERGY COACHING CALLS	Monthly Call	Implementation Support
OUTDOOR AIR TRAINING	Webinar	What it is and how to use it
MIDTERM REPORT OUT	Virtual Workshop	Progress to Date
ENERGY AWARENESS & ENGAGEMENT	Webinar, Resources	Student Engagement Content
AWARENESS & ENGAGEMENT	Virtual Workshop	Awareness and Engagement
AWARENESS CAMPAIGN	Individual On-Site	Students, Staff and Community
FINAL REPORT OUT & CELEBRATION EVENT	TBD	Celebration of Accomplishments



AGREEMENT

The participant in this pilot agrees to the following:

School Uplift Specifics:

Although participation in School Uplift requires no monetary contribution, the School District agrees that its School Uplift participation and processes shall include, but will not be limited to, the following:

- Conducting an assessment of current energy management practices (e.g., does participant track, manage, or reduce energy usage?)
- Dedicating an Energy Champion who drives program implementation and commits to monthly updates with TVA
- Establishing an energy management scope & goal
- Implementing a results-driven Energy Team with assigned accountabilities
- Implementing behavior-based energy efficiency activities and projects
- Sharing historical and monthly energy data with TVA

During the School Uplift program, TVA agrees to perform the following School Uplift management functions:

- Facilitate an energy management assessment of current energy management practices
- Provide management assistance, energy team mentoring, and technical resources to support the school district's strategic energy management plan
- Provide energy awareness tools, resources, and training for employees to support the school district's personnel and students in understanding how to better integrate energy management strategies into their daily activities in support of the school's strategic energy management plan
- Coordinate with the participating school districts to help set, monitor, and measure critical key performance indicators
- Identify energy efficiency strategies to be included in maintenance and operational procedures
- Assist in roll out plan development and implementation
- Provide resources and materials to facilitate and promote engagement and awareness
- Collaborate with financial experts to develop a reinvestment strategy to continuously improve and reinvest energy savings

Release of Liability:

The School District fully and finally releases TVA and its agents and employees from any and all liability arising under or related to the School Uplift and shall defend, indemnify, and hold harmless



TVA and its agents and employees from any and all liabilities, losses, claims, costs, or expenses arising under or related to the School Uplift program or this Participant Agreement.

This Participant Agreement is not contractually binding in law or equity and is not intended to create and does not create any obligation to undertake any activities or projects, to provide services or personnel, to enter into any future agreements of any kind, to incur costs, to obligate or commit funds, or to serve as the basis for the transfer of funds. This Participant Agreement shall not be enforceable as a contract or be the basis for any claims between the parties or by any other person or entity, including but not limited to claims for reimbursement of monies spent or time invested in discussions, preparing proposals, and any travel related to this Participant Agreement. All projects proposed will be subject to review and approval by TVA and will be undertaken only pursuant to subsequent written agreements signed by the parties.

Confidentiality:

The School District and TVA shall each hold in confidence and not disclose any information labeled as “confidential information” or with similar markings (except on a confidential basis to employees, affiliates, contractors, and consultants with a need to know such information in connection with the School Uplift program and who agree to preserve the confidentiality of such information) received from another party in the same manner and to the same extent as it holds in confidence its own confidential information. The School District shall not use any such confidential information except for purposes contemplated by this Participant Agreement.

Once you have reviewed this Participant Agreement, please have the Director of Schools sign in the space below to indicate acknowledgement of the information provided in this Participant Agreement at your earliest convenience. Upon receipt of this signed Participant Agreement, TVA will begin working with you in preparation for the School Uplift program activities.

TVA Terms and Conditions:

The School District hereby authorizes its local power company (if applicable) to disclose account information, such as billing information, including billing history before, during, and after the implementation of improvements, to assess the anticipated value and actual effectiveness of the improvements to TVA or their authorized agents and contractors.

The term of the School Uplift program and this Participant Agreement is through May 31, 2024. The pilot requirements and features may be modified or terminated at any time by TVA without prior notice.

To the extent TVA provides any funding under this Participant Agreement, no part of the funds paid by TVA under this Participant Agreement may be used to finance lobbying, litigation, or other political activities. By executing this Participant Agreement, School District expressly



certifies and agrees not to use any portion of such funds for lobbying, litigation, or other political purposes.

Neither School District nor any other person performing services under this Participant Agreement, other than an actual employee of TVA, shall be considered an agent or employee of the United States or TVA. Nothing contained herein shall be construed to constitute a joint venture, partnership, advisory group, or other formal corporate relationship by the parties.

Director of Schools

Tennessee Valley Authority

Name:
Mark Thomas
Title:
Superintendent
Date: 11-18-22
Signature: *Mark Thomas*

Name:
Title:
Date:
Signature: