Putnam County Board Meeting
November 2, 2023 5:00 PM
1400 E Spring St.
Cookeville, TN 38506

I. Meeting Called to Order
II. Approval of Agenda
III. Announcements
    A. Director's Personnel Report
IV. Approval of Minutes
    A. Minutes of the Regular October Board Meeting - Thursday, September 28, 2023, @ 5:00 PM
V. Public Comment
VI. Approval of Consent Agenda
    A. Payments/Purchases
        1. Approval of the purchase of eighteen (18) Viewsonic Boards for Algood Elementary from Bluum in the amount of $33,750.18 per quote to be paid from 142-72210-790-101, as submitted.
        2. Approval of the purchase of seven (7) Viewsonic Boards for Cornerstone Elementary from Bluum in the amount of $15,813.07 per quote to be paid from 142-72210-790-101, as submitted.
        3. Approval of the purchase of one (1) Powermatic 15HP 3-Phase 230V 25" Wide Belt Sander from vendor, Global Equipment Company Inc. - Buford, GA, in the amount of $17,041.64 to be paid by Cookeville High School Construction Technology Account 711.000, as submitted.
        4. Approval of payment to Frontline Education - Philadelphia, PA in the amount of $16,833.52 for our continued use of their zoning software package to be paid from 141-72310-599, as submitted.
        5. Approval of a request from Capshaw Elementary School to purchase from Bluum of fifty (50) Chromebooks at $332.76 each in the total amount of $16,638.00 and seven (7) Viewsonic Boards at $1,875.01 each in the total amount of $29,763.07 at a total cost for the two purchases of $29,763.07 to be paid from a Capshaw PTO donation, as submitted.
        6. Approval to purchase iPads fifty (50) @ $294.00 each and two (2) at $299.00 each in the total amount of $15,298.00 from Apple Store for Education Institution for system wide students with disabilities to be paid from the 141-71200-725-2152, as submitted.
        7. Approval to purchase the Transformational Leader Toolkit/Training from WHYTRY along with 200 copies of the Resilience Breakthrough in the amount of $39,672.00 to be paid from The Resilient Schools Community Grant, 142-72210-524-941, to be used in training sessions with Putnam County School counselors, as submitted.
    B. Bids/Quotes/Sealed Bids/RFPs

1. Permission to issue an RFP for a softball hitting facility at Cookeville High School.

C. Budget Amendments/Line Item Transfers
   1. General Purpose School Budget Amendments - Fund 141
      a. Federal Programs - This NoVo Teacher Morale and Retention Grant budget revenue is required in order to allocate carryover funds
      b. Career & technical Education - ISM Grant - To allocate Innovative School Models (ISM) grant state funding to expenditure accounts for the 2023/24 school year (AMS)
      c. Career & Technical Education - ISM Grant - To allocate Innovative School Models (ISM) grant state funding to expenditure accounts for the 2023/24 school year (CHS)
      d. Career & Technical Education - ISM Grant To allocate Innovative School Models (ISM) grant state funding to expenditure accounts for the 2023/24 school year (MHS)
      e. Career & Technical Education - ISM Grant To allocate Innovative School Models (ISM) grant state funding to expenditure accounts for the 2023/24 school year (ATMS)
      f. Career & Technical Education - ISM Grant - To allocate Innovative School Models (ISM) grant state funding to expenditure accounts for the 2023/24 school year (UHS)
      g. Career & Technical Education - ISM Grant - To allocate Innovative School Models (ISM) grant state funding to expenditure accounts for the 2023/24 school year (PSMS)
      h. Career & Technical Education - ISM Grant = To allocate Innovative School Models (ISM) grant state funding to expenditure accounts for the 2023/24 school year (UMS)
      i. Special Education - To budget for State Special Education Preschool Grant awarded to Putnam County for the 2023-24 school year
   2. General Purpose School Line Item Transfers - Fund 141
      a. Career & Technical Education - GP - To move monies to pay for MHS greenhouse construction site required portable toilet rental
   3. Federal Projects Budget Amendments - Fund 142
      a. Special Education - To budget IDEA Part B FY-23 carry over funds and reallocate in-direct funds
      b. Special Education - To budget IDEA PreK FY-23 carry over funds
      c. Federal Programs - This Resilient Schools Community Grant revenue budget is required tin order to allocate funds
      d. Teaching and Learning PreK-4 - To establish budget for HQIM Literacy Implementation networks Grant for 2023-2024
      e. Federal Programs - To budget for Consolidated Admin carryover form FY23
      f. Federal Programs - To budget for Title I carryover from FY23
      g. Federal Programs - To budget for Title I-A Neglected carryover from FY23
      h. Federal Programs - To budget for Title I-C carryover from FY23

i. Federal Programs - To budget for Title I-D LEA carryover from FY23
j. Federal Programs - To budget for Title II carryover from FY23
k. Federal Programs - To budget for Title III carryover from FY23
l. Federal Programs - To budget for Title IV carryover from FY23
m. Federal Programs - To budget for ESSER 3.0 additional revenue
n. Federal Programs - To establish the TN All Corp FY24 Budget

4. Federal Projects Line Item Transfers - Fund 142
   a. Career & Technical Education - Perkins Reserve Grant 852 Regional Career Pathways Budget - Move monies to pay for Welding Class Bend Tester at CHS

D. Approval of Out-of-County and Overnight Trip Reports
E. Approval of Grant Report
F. Other
   1. Approval for Upperman Middle School wrestling to move from a club sport to a supplement sport effective the current school year, as submitted.
   2. Approval to enter into contract with Eversafe Security Solutions to install Ballistic Glass Film at Prescott Middle School and Prescott Elementary School with a price based on the Williamson County Schools Bid int he amount of $79,998.89 to be paid from carryover from the Safe Schools Grant 2022-2023, as submitted.
   3. Permission to accept the donation of a swing set for the Upperman Middle School Playground from the Upperman Middle School PTO as approved by John Magura, Maintenance Supervisor, and to be installed by Putnam County School System Maintenance Department, as submitted.
   4. Approval of the Customer Agreement between National Health Career Association (NHA) - Leawood, Kansas and Putnam County School System to establish the terms and conditions under which NHA will provide certified medical industry preparation materials and certification exams, as submitted.
   5. Approval of a request from Upperman Middle School to start a club archery team with the club to be self-funded through a restricted account at Upperman Middle School, as submitted.
   6. Approval to renew all Putnam County Schools Library Software Subscriptions for the 2023 -2024 school year with Companion - Salt Lake City, Utah in the amount of $29,051.00 to be paid from 141-71100-399-02117, as submitted.
   7. Approval of the 2023 LEA Compliance Report, as submitted.
   8. Approval of the Memorandum of Understanding (MOU) between Volunteer Behavioral Health Care Systems (VBHCS) and Putnam County School System (PCSS) for the 2023 - 2024 school year to provide services in VBHCS contract with the State of Tennessee, Department of Mental Health and Substance Abuse Services (TDMHSAD) for School Based Behavioral Health Liaison Services (SBBHL) to the students within Putnam County Schools, as submitted.
   9. Approval of the sale on www.Gov-Deals.com of the following seven (7) used school buses as Surplus Equipment:

Vehicle Identification Numbers:

- 1T88K4E2681103748 Thomas Bilt
- 1T7YT4E2291109341 Thomas Bilt
- 1BAKBCPA4AF268609 Blue Bird
- 1BAKBCPAXBF280927 Blue Bird
- 1BAKGCPA79F263451 Blue Bird
- 1BAKGCPA99F263452 Blue Bird
- 1BAKGCPA09F263453 Blue Bird

10. Approval of the Sale on www.Gov-Deals.com of the following three (3) used trucks as surplus equipment:

    Vehicle Identification Numbers

    - 1FDKF37FXVEC29908 Ford F-350 Box Truck
    - 1GTEC14K9SZ512918 GMC Truck
    - 1FDXF46R98EC58991 Ford F46 Utility Truck (Ambulance Body)

11. Approval of the MOU between WIOA Upper Cumberland Local Workforce Development Board and Putnam County Board of Education with local provision acknowledging the maximum liability of $23,000 for infrastructure costs and $7,000 maximum liability of additional costs at the American Job Center in Cookeville and Crossville to be paid from Adult Education funds effective July1, 2023 - June 30, 2024, as submitted.
12. Approval of Renewal Year #4 of the Student Teacher Partnership Agreement between University of Tennessee at Martin and the Putnam County School System effective 7/1/23 - 6/30/24 with the option to request renewal for an additional one year, as submitted.
13. Approval to enter into a contract with Maffett Loftis Engineering, LLC - Cookeville, Tennessee for the design/bid documents required to bid the replacement of one of the two chillers at Cookeville High School for a lump sum of $20,900.00 to be paid from 141-72620-799-02522, as submitted.
14. Approval to enter into a contract with Maffett Loftis Engineering, LLC - Cookeville, Tennessee for the design/bid documents required to bid the replacement of the chiller at White Plains Academy for a lump sum of $15,200.00 to be paid from 141-72620-799-02523, as submitted.
15. Approval of the Quarterly Reports for quarter ending 9/30/23 for the following funds:
    - 141 General Purpose Schools
    - 142 Federal Projects
    - 143 Central Cafeteria
    - 146 Extended School Program
16. Approval of the Sale Agreement between Airgas - Radnor PA and Putnam County School System at Cookeville High School to establish the terms and conditions under which Airgas will provide gas sales and cylinder rentals to Cookeville High School's welding class, as submitted.

17. Approval to retain Lewis Thomason - Knoxville, Tennessee to pursue the Meta Platform, Inc. Mass Tort Litigation in accordance with their letter dated September 26, 2023, and the fee arrangement proposed, as submitted.
18. Approval of Belmont University as an Educator Preparation Provider for Putnam County School System, as submitted.
19. Approval to enter into a contract with J&B Countertops - Cookeville, Tennessee for the installation of countertops at Cane Creek Elementary for a lump sum of $14,160.00 to be paid from 141-72620-399, as submitted.

VII. Policy
- A. Charter School policies on third & final reading.
  1. Policy 1.900, Charter School Authorizing Principles
  2. Policy 1.901, Charter School Applications
  3. Policy 1.902, Charter School Agreements
  4. Policy 1.903, Charter School Oversight
  5. Policy 1.904, Charter School Intervention
  6. Policy 1.905, Charter School Renewal
  7. Policy 1.906, Charter School Revocation
  8. **DELETE** the Present Putnam County Board of Education Policy 1.704, Charter Schools, as these new Charter School policies are replacing it.
- B. Policies on second and final reading
  1. Policy 6.404, Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS)
  2. Policy 6.405, Medicines
- C. Policy on first and final reading
  1. Policy 5.3021, Sick Leave Bank

VIII. Discussion/Presentation
- A. Building Projects
  1. Park View School Project Update
     Speaker(s): Kim Chamberlin, Upland Design Group - Crossville, Tennessee
     a. Park View School Project Action Items
        Speaker(s): Kim Chamberlin, Upland Design Group - Crossville, Tennessee
        1. Approval to pay American Constructors, Inc.. - Brentwood, Tennessee in the amount of $2,505,405.68 and Pinnacle Bank (retainage) in the amount of $119,504.66 for pay application #14 related to the new Park View School project to be paid from Putnam County Bond Issue, as submitted.
        2. Approval to pay Upland Design Group, Inc. - Crossville, Tennessee in the amount of $26,175.02 for architectural services for the new Park View School project, to be paid from 141-76100-304-02504, as submitted.
        3. Approval of a payment to GEOService, LLC - Chicago, IL in the amount of $4,139.95 for construction monitoring services for the new Park View School through September 17, 2023, to be paid from 141-76100-399-000-02504-000, as submitted.

2. Upperman High School Expansion Project Update
   Speaker(s): Kim Chamberlin, Upland Design Group - Crossville, Tennessee
   a. Upperman High School Expansion Project Action Items
      Speaker(s): Kim Chamberlin, Upland Design Group - Crossville, Tennessee
      1. Approval to pay King Construction Group, Inc. - Cookeville, Tennessee in the amount of $162,403.49 and First Horizon Bank (retainage) in the amount of $8,547.55 for pay application #12 related to the Upperman High School Addition project to be paid from the 142-76100-707-933 (ESSER 3.0), as submitted.
      2. Approval of a payment to Upland Design Group Inc. - Crossville, Tennessee in the amount of $1,706.37 to be paid from 142-76100-707-933 for architectural services for the Upperman High School Expansion project (School Federal Program Fund - ESSER 3.0, as submitted.
      3. Approval to pay AAR of North Carolina, Inc. - Kernersville, NC in the amount of $49,582.49 and First National Bank (retainage) in the amount of $2,609.61 for pay application #7 related to the Upperman High School Expansion project to be paid from the 142-76100-707-933 (ESSER 3.0), as submitted.
3. Existing Park View Elementary School Update
   a. Existing Park View Elementary School Action Items
      1. Approval to enter into a Retainage Agreement with Ragan Construction d/b/a Southern Roofing Co. of TN and First National Bank to establish an interest-bearing account at a financial institution to house the retainage funds related to the existing ParkView Elementary School Roof Replacement Project per State of Tennessee requirements, as submitted.
      2. Approval to pay Southern Roofing of TN - Nashville, Tennessee in the amount of $235,294.38 and First National Bank (retainage) in the amount of $12,383.92 for pay application #1 related to the existing Park View Elementary School Roof Replacement project to be paid from 142-76100-707-933 (ESSER 3.0), as submitted.

IX. Adjournment

EXHIBIT
tabbies
III A.
11-02-23

Personnel Report For October 2023

NEW HIRES

LAST NAME	FIRST NAME	LOCATION	ASSIGNMENT	EFFECTIVE DATE	FUNDED	HOURS	REPLACING
Scivally	Kelsey	BPS	SAC Activity Instructor	9/14/23	146-E-73300-189-000-01800-000	5.8	n/a
McMahan	Chaney	PvES	SAC Activity Instructor	9/14/23	146-E-73300-189-000-01800-000	5.8	n/a
Crownover	Sydney	PSES	SAC Activity Instructor	9/14/23	146-E-73300-189-000-01800-000	5.8	n/a
Frank	Laura	CES	SAC Activity Instructor	9/14/23	146-E-73300-189-000-01800-000	5.8	n/a
Epley	Sara	NES	Grade 1 Teacher (cover a LOA)	11/1/23	141-E-71100-116-000-00000-057	7.5	Erin Hill
Sullivan	Hadley	AES	SAC Activity Instructor	9/19/23	146-E-73300-189-000-01800-000	5.8	n/a
Holt	Braden	AES	SAC Activity Instructor	9/20/23	146-E-73300-189-000-01800-000	5.8	n/a
Williams	Dillon	PSES	SAC Activity Instructor	9/15/23	146-E-73300-189-000-01800-000	5.8	n/a
Epley	Leah	CHS	EMS Teacher	10/16/23	141-E-71300-116-000-00000-037 (25%). 141-E-71300-116-000-02518-	7.5	Jason Dyer
Sanchez Rodriguez	Deasy	Transportation	Bus Monitor	9/20/23	141-E-72710-189-000-00000-000	5	n/a
Revalee	Laura	PvES	School Nutrition Employee	9/20/23	143-E-73100-165-000-00060-000	5.7	Colette Baye
Waller	Samuel	NES	SAC Activity Instructor	9/19/23	146-E-73300-189-000-01800-000	5.8	n/a
Pitts	Raegan	SES	SAC Activity Instructor	9/22/23	146-E-73300-189-000-01800-000	5.8	n/a
Perez-Reynoso	Jhanelly	CCES	SAC Activity Instructor	9/22/23	146-E-73300-189-000-01800-000	5.8	n/a
Long	Shannon	BPS	SAC Activity Instructor	9/22/23	146-E-73300-189-000-01800-000	5.8	n/a
Polk	MaryKate	PSES	SAC Activity Instructor	9/22/23	146-E-73300-189-000-01800-000	5.8	n/a
Smith	Rita	UHS	SPED 1x1 Assistant	10/16/23	141-E-71200-163-000-02110-110	7	Rachel Roberts
Jones	Taylor	BPS	SAC Activity Instructor	9/29/23	146-E-73300-189-000-01800-000	5.8	n/a
Scheller	Quinn	BPS	SAC Activity Instructor	9/27/23	146-E-73300-189-000-01800-000	5.8	n/a
Crabtree	Amy	Food Services	Countywide School Nutrition Sub	10/16/23	143-E-73100-165-000-00037-000	6	Sue Marek
Lucio Jr.	Mario	Maintenance	Assistant Supervisor	10/20/23	141-E-72620-167-000-00000-000	8	Toby Rippetoe
Fish	Nicholas	BPS	SAC Activity Instructor	10/2/23	146-E-73300-189-000-01800-000	5.8	Allison McDaniel
Williams	Meredith	Transportation	Bus Attendant	9/26/23	141-E-72710-189-000-00000-000	5	n/a
Hanson	Max	CsES	SPED Tracs Assistant	10/16/23	141-E-71200-163-000-00000-015	7	Karla Gibb
German	Drew	Maintenance	Assistant Supervisor	10/23/23	141-E-72620-167-000-00000-000	8	growth position
Davis	Melina	CES	SAC Activity Instructor	9/27/23	146-E-73300-189-000-01800-000	5.8	n/a
Patterson	Lionel	Transportation	PT Bus Attendant	9/20/23	141-E-72710-189-000-00000-000	5	n/a
Theophile	Cindy	NES	School Nutrition Employee	10/16/23	143-E-73100-165-000-00057-000	5.5	Jacyn Strilecky
Swift	Anna	Central Office	TN ALL CORPS TUTOR	9/27/23	142-E-71100-116-938-00000-000	2	new position
Peek	Penny	Central Office	TN ALL CORPS TUTOR	9/27/23	142-E-71100-116-938-00000-000	2	new position
Grissom	Jessica	Star Center	Field Manager	10/23/23	141-E-73100-162-000-00000-000	8	Julie Lynette Ellis
Fields	Micheal	PSMS	Grade 8 Social Studies Teacher	10/18/23	141-E-71100-116-000-00000-100	7.5	Chris Comer
Tate	Kendall	PSES	SAC Activity Instructor	10/16/23	146-E-73300-189-000-01800-000	5.8	n/a

REHIRES

LAST NAME	FIRST NAME	LOCATION	ASSIGNMENT	EFFECTIVE DATE	FUNDED	HOURS	REPLACING
Martin	Hayley	PSMS	covering Maternity Leave for Grade 8 ELA Teacher	8/13/23	141-E-71100-116-000-00000-100	7.5	Haedyn Herren Nash
Smith	Traci	Central Office	DW TN All Corp Tutor	9/1/23	142-E-71100-116-938-00000-000	2	n/a

received
10-20-23 BH CK

Carlen	Amanda	Central Office	DW TN All Corp Tutor	9/1/23	142-E-71100-116-938-00000-000	4	n/a
Thomas	Christian	Transportation	FT Bus Monitor	9/11/23	141-E-72710-189-000-00000-000	6	n/a
Phillips	Lauren	Transportation	SPED Bus Attendant/Monitor	9/20/23	141-E-72710-189-000-01605-000	5	n/a
Price	Amber	BPS	Employee Childcare	9/20/23	146-E-73300-189-000-01801-000	5.8	Mara Morgan
Lineberry	Keri	CCES	SPED Pre-K Assistnat	10/16/23	142-E-71200-163-906-00000-000	7.5	Vicki Buck
Garcia	Alexander	Central Office	ESL Interpreter II	10/16/23	141-E-72210-189-000-00000-000	7.5	Isabel Rubio
Buck	Pamela	Transportation	FT Bus Attendant	9/20/23	141-E-72710-189-000-01605-000	6	n/a

TRANSFERS

LAST NAME	FIRST NAME	FROM POSITION	TO POSITION	HOURS	EFFECTIVE DATE	FUNDING CODE	REPLACING
Drew	Timothy	School Nutrition Employee @ PvES	FT 5hs per day Monitor/Attendant in Transportation	5	9/15/23	141-E-72710-189-000-00000-000	n/a
Deney	Autumn	Leaps	DW TN All Corp Tutor	2.7	9/1/23	142-E-71100-116-938-00000-000	n/a
Scott	Robin	Districtwide TN All Corp Tutor	VITAL Grade 9-12 Math Teacher	7.5	9/25/23	141-E-71100-116-000-00000-000	Susan Bryant
Starkey	Donnie	FT RTI Assistant	PT RTI Assistant & PT ESL Teacher	7.5	9/18/23	141-E-71100-116-000-00000-000	Laura Wheeler
Marek	Susan	FT CW School Nutrition Sub	On Call CW School Nutriton Sub	3	10/1/23	143-E-7310-165-000-00000-000	n/a
Kirk	Mary	Grade 9-12 Math Teacher	Assistant Principal @ CHS	7.5	10/16/23	141-E-72410-139-000-00000-037	Claudia Zavala
Bryant	Susan	VITAL Online Grade 9-12 Math Teacher	RTI Teacher @ ATMS	7.5	9/25/23	142-E-71100-116-101-00000-065	Eric Milashus
Gentry	Leshay	PT RTI Assistant @ BPS	FT SPED PreK Assistant @ BPS	7	10/16/23	141-E-71200-163-000-00000-017	Danielle Walker
Walton	Ashley	Sub	Kindergarten Teacher @ AES	7.5	10/16/23	141-E-71100-116-000-00000-005	Aaliyah Savage
Jones	Melita	Sub	VPK PreK Teacher Assistant @ NES	7.5	9/25/23	141-E-73400-163-000-02005-057	Eric Vanatta
Riley	Lauren	Sub	Library Assistant @ PSMS	7	10/16/23	141-E-71100-163-000-00000-100	Ella Clopton
Vought	Bethany	Sub	SPED 1x1 Assistant @ PSMS	7	10/16/23	141-E-71200-163-000-00000-100	Patti Moore
Clopton	Ella	Library Assistant @ PSMS	Covering Maternity Leave @ CHS as Sub	2	10/16/23	141-E-71100-116-000-00000-037	Meredith Flatt
Moore	Patti	SPED 1x1 Assistant @ PSMS	SPED 1x1 Assistant @ PSES	7	10/16/23	141-E-71200-163-000-00000-095	Chelsea McBride
Huffine	Brenda	English 9-12 Teacher @ CHS	Learning Loss Facilitator @ VITAL	7	10/24/23	141-E-71100-163-000-00000-000	Judd Nabors
Netherton	M	Sub	Grade 1 Teacher @ BPS	7.5	10/16/23	141-E-71100-116-000-00000-017	Emily Matheney
Titsworth	Virginia	School Nutrition Manager @ PvES	Crisis Management Assistant @ UHS	7	10/16/23	141-E-71200-163-000-00000-090	New position
Pierce	Trina	Sub	TN All Corp Tutor	2	9/1/23	142-E-71100-116-938-00000-000	n/a
Cooper	Jacob	SAC Activity Instructor @ AES	SAC Site Director @ CCES	5.8	10/13/23	146-E-73300-189-000-01800-000	Aspen Little

RESIGNATION

LAST NAME	FIRST NAME	LOCATION	ASSIGNMENT	EFFECTIVE DATE
Vanatta	Eric	NES	Pre-K Assistant	9/12/23
Torres	Clarisa	PSES	ECC Worker	9/1/23
McCraney	Katarina	BPS	ECC Worker	9/29/23
Morgan	Mara	BPS	ECC Worker	9/29/23
Strilecky	Jacyn	NES	School Nutrition Employee	9/15/23

Savage	Aaliyah	AES	Kindergarten Teacher	9/29/23
Williams	Hunter	Central Office	PRN LPN - On Call	9/15/23
Hinson	Laila	BPS	SAC Activity Instructor	9/16/23
Nagy	Meghan	PSES	School Nutrition Employee	7/29/23
Brisendine	Karen	Transportation	SPED Bus Attendant	7/17/23
Walker	Danielle	BPS	SPED PreK Assistant	9/29/23
Matheney	Emily	BPS	Grade 1 Teacher	9/29/23
Nabors	Judd	VITAL	Learning Loss Facilitator	10/24/23
Potter	Erica	CCES	SAC Activity Instructor	9/29/23
Perez-Reynoso	Jhanelly	CCES	SAC Activity Instructor	9/28/23
McDaniel	Allison	BPS	SAC Activity Instructor	9/28/23
Rider	Timberly	PSES	SAC Activity Instructor	10/13/23
Manning	Victoria	BPS	ECC Worker	2/3/23
Hollandsworth	Briana	ATMS	RTI Assistant	5/26/23
Speck	Autumn	CES	RTI Assistant	10/20/23
Buck	Pamela	Transportation	FT Bus Attendant	8/11/23
Breeding	Lovie	Transportation	FT Attendant	10/11/23

TERMINATIONS

LAST NAME	FIRST NAME	LOCATION	ASSIGNMENT	HOURS	EFFECTIVE DATE
Callaway	Leah	AES	SAC Activity Instructor	5.8	10/4/23
Sidler Jr.	Billy	Maintenance	Maintenance Tech Level V	8	10/10/23

RETIREMENT

LAST NAME	FIRST NAME	LOCATION	ASSIGNMENT	EFFECTIVE DATE

PAY CHANGE

LAST NAME	FIRST NAME	LOCATION	ASSIGNMENT	HOURS	EFFECTIVE DATE	FUNDED	Rate of Pay

ADDITIONAL HOURS

LAST NAME	FIRST NAME	LOCATION	ASSIGNMENT	HOURS	EFFECTIVE DATE	FUNDED	Rate of Pay
Fain	Meredith	Central Office	Additonal hours for migrant tutoring up to 5hrs @ $30.00 per hour.	7.5	9/1/23	7.5	$30.00
Almendarez	Emilio	CHS	Tutoring hours for the migrant program, up to 3 hrs a week @ $30.00 per hour.	7.5	9/1/23	7.5	$30.00

Johnson	Ronda	Central Office	Additonal hours for migrant tutoring, up to 3 hrs a week @ $30 per hour	7.5	9/1/23	7.5	$30.00
Anderson	Tina	STAR Center	will be working Leaps effective 9/18/23 through 6/30/24, NTE 2hrs per day or 6hrs per week @ $30 per hour	3	9/18/23	141-E-73300-116-000-02003-000	$30.00
Tower	Alison	STAR Center	Will be working Leaps effective 9/18/23 through 6/30/24, NTE 2hrs per day or 5hrs per week @ $16.22 per hour	2	9/18/23	141-E-73300-163-000-02003-000	$16.22
Crabtree	Amy Beth	STAR Center	Will be working Leaps effective 9/18/23 through 6/30/24, NTE 2hrs per day or 5hrs per week @ $19.22 per hour	2	9/18/23	141-E-73300-163-000-02003-000	$19.22
INCREASE IN HOURS							
	FIRST						
LAST NAME	**NAME**	**FROM POSITION**	**TO POSITION**	**HOURS**	**EFFECTIVE DATE**	**FUNDING CODE**	**REPLACING**
Hickey	Alma	5hrs per day Bus Driver	6hrs per day Bus Driver	6	9/14/23	141-E-72710-146-000-01605-000	n/a
Watson	Prapason	5.5hrs per day School Nutrition	5.75hrs per day School Nutriton	5.75	9/18/23	143-E-73100-165-000-00015-000	n/a
Coombs	Maria	5hrs per day Bus Driver	6hrs per day Bus Driver	6	9/14/23	141-E-72710-146-000-01605-000	n/a
Tuggle	Courteney	5 hrs per day Bus Driver	6hrs per day Bus Driver	6	10/12/23	141-E-72710-146-000-00000-000	n/a
DECREASE IN HOURS							
	FIRST						
LAST NAME	**NAME**	**FROM POSITION**	**TO POSITION**	**HOURS**	**EFFECTIVE DATE**	**FUNDING CODE**	**REPLACING**
Pack	Jamey	11 month Employee	10 month Employee	7.50	10/1/23	141-E-72210-189-000-02141-000	n/a
PROFESSIONAL							
	FIRST						
LAST NAME	**NAME**	**DEGREE**			**EFFECTIVE DATE**	**FUNDING CODE**	**AMOUNT**
NON-RENEWALS							
	FIRST						
LAST NAME	NAME	LOCATION	POSITION	HOURS	EFFECTIVE DATE		
OTHER							
	FIRST						
LAST NAME	NAME	LOCATION	POSITION	HOURS	EFFECTIVE DATE		
Chambers	Jania	PvES	120 Day Contract, mentoring Wendy Robbins	7.5	8/15/23		
Clouse	Bralen	CHS	SSO Booster Mens Soccer Wages $3019.04	7	9/6/23		
Hennigan	Taylor	CHS	SSO Booster Stipend Wages $1166.67	7	9/5/23		
Metcalfe	Olivia	UMS	Master's Degree $2600	7.5	7/1/23		
Romero	Douglas	CHS	New Salary = $67,200	7.5	9/20/23		
Philpot	Nickey	CHS	New Salary = $104,400	7.5	9/20/23		
Clark	Jennifer	PSES	Engagement	7	9/20/23		

Cook Jr.	Harold	CHS	New Salary = $93,600	7.5	9/20/23
Clopton	Ella	PSMS	Additonal pay of $534.00 for Choreographing Newsies. This will be paid from the chorus account.	7.5	9/22/23
Knuth	Carolyn	CsES	will be covering a maternity leave and will receive teacher pay for any days not coded as sick and for TN Parental Paid Days	7.5	9/18/23
Crain	Savannah	NES	pay out 30 ppl days in October to cover her August insurance premiums. Her insurance will term 8/31/23 Daily rate $242	7.5	9/26/23
Guzman	Cirel	AMS	Master's Degree $2600	7.5	9/29/23
Bray	William	CHS	will be covering a paternity leave and will be paid teacher pay for any days the teacher uses the TN PPL that started on 9/18/23.	7.5	9/18/23
Knuth	Carolyn	CsES	updating experience to 22.5 years in education. MS/22 years exp.	7.5	10/2/23
Hunt	Kristy	Central Office	$3,000 stipend to be paid semi-monthly for Elementary Absenteeism.	7.5	9/29/23
Nabors	Jessica	CCES	will receive teacher pay for any days covering teacher on maternity leave when using the TN PPL benefits and/or unpaid days	7.5	9/8/23
May	Stacey	BPS	add another year of teaching experience and retro to 7/01/2023, missed one that has two years on the same line	7.5	10/9/23
Jett	Sheila	NES	past teaching experience 12 years, VOE uploaded in TNCompass. Please adjust salary as of 10/04/23 to reflect total years of exp.	7.5	10/4/23
Gothard	Terry	UHS	will get teacher pay for and days working for teacher during maternity leave that she uses TN PPL or unpaid days		
Hennigan	Taylor	CHS	SSO Booster Stipend Wages $1166.67	7	10/10/23
Johnson	Donna	CHS	hired to assist/mentor new math teacher for 2 weeks 10/23/23-11/03/23 @ daily rate $346.98	7.5	10/23/23

SPREADSHEETS:		
List of one time stipends to be paid out of the Teacher Morale Grant		PCF #1 & List
2023-24 TN ALL CORP 3rd grade liaisons stipends		PCF #2 & List
Changing the pay code for BEST Groups employees		PCF #3 & List
LEAPS employees that have terminated because they completed their		PCF #4 & Spreadsheet

Name: **WEST, AMY** Employee Type: **12 MONTH SUPPOR** Building Code: **0000**

PUTNAM COUNTY BOARD OF EDUCATION

APPROVAL FORM

#1

NEW HIRE NAME:

STREET ADDRESS:

OR Employee's Name: **AMY WEST**

CITY, STATE ZIP:

CONTACT NUMBER:

* LOCATION: **CENTRAL OFFICE**

Employee Type Code: **12SPT**

* REASON FOR ACTION: **OTHER**

* EFFECTIVE DATE: **10/02/2023**

* TEACHER ASSISTANT - N/C: **n/a**
ANSWER - YES NO OR N/A

☐ HIGHLY QUALIFIED MET -

CERTIFICATION/ENDORSEMENT:

* REPLACING: **n/a**

* MONTHS WORKED PER YEAR: **9**

* HOURS WORKED PER DAY: **7.0**

POSITION FUNDED: **141 E 72210 189 000 02520 000**

Type of Funding:

* NOTES: **Please see the attached list for one time stipends to be paid out of the teacher morale grant. Line item #141-72210-189-02520**

DIRECTOR OF SCHOOLS - CORBY KING

☑ DIR OF SCHOOLS SIGNATURE

DEPUTY DIRECTOR OF SCHOOLS - TIM MARTIN

☑ DEPUTY DIR SIGNATURE

DIRECTOR, HUMAN RESOURCES - ANGIE KNIGHT

☑ DIRECTOR HR SIGNATURE

NoVo Teacher Morale & Retention Grant Stipends

One time stipend for the following:

Shelia Barker $3500.00
Cindy Putman $3500.00
Trey Upchurch $3500.00
Judy Schinbeckler $3500.00
Jackie Reynolds $1750.00
Claudia Zavala $3500.00

Name: **CARWILE, BRIDGETT** Employee Type: **12 MONTH CERT** Building Code: **0087**

PUTNAM COUNTY BOARD OF EDUCATION

APPROVAL FORM

#2

NEW HIRE NAME: **TNALL Corp 3rd & 4th Liaisons Stipend**

STREET ADDRESS:

OR Employee's Name: **BRIDGETT CARWILE**

CITY, STATE ZIP:

CONTACT NUMBER:

* LOCATION: **CENTRAL OFFICE**

* REASON FOR ACTION: **OTHER**

Employee Type Code: **12CER**

* EFFECTIVE DATE: **08/01/2023**

* TEACHER ASSISTANT - N/C: **NA**
ANSWER - YES NO OR N/A

☐ HIGHLY QUALIFIED MET -

CERTIFICATION/ENDORSEMENT:

* REPLACING: **NA**

* NOTES: **2023-24 TN ALL Corp 3rd grade liaisons stipends will be $1,000.00 each and 4th grade liaisons will be $1,500.00 each. To be paid in half December and half May.**

* MONTHS WORKED PER YEAR: **10**

* HOURS WORKED PER DAY: **7.5**

POSITION FUNDED: **142-72210-189-938**

Type of Funding:

DIRECTOR OF SCHOOLS - CORBY KING

☑ DIR OF SCHOOLS SIGNATURE

DEPUTY DIRECTOR OF SCHOOLS - TIM MARTIN

☑ DEPUTY DIR SIGNATURE

DIRECTOR, HUMAN RESOURCES - ANGIE KNIGHT

☑ DIRECTOR HR SIGNATURE

School	4th Grade Liaison	3rd Grade Liaison
AES	Melissa Greer melissa.greer@pcsstn.com	NONE
BES	Devon Heady dheady@pcsstn.com	Christy Tollett christina.tollett@pcsstn.com
CCES	Kim Dyer dyerk1@pcsstn.com	Josie Heady woodsj16@pcsstn.com
CES	Kasey Sisko kasey.sisko@pcsstn.com	SaraBeth Shelton sheltons@pcsstn.com
CSES	Leanne Henry leanne.henry@pcsstn.com	Jeni Lackey jeni.lackey@pcsstn.com
JWES	Audrie Garton audrie.garton@pcsstn.com	Audrie Garton audrie.garton@pcsstn.com
NES	Laura Fleming lfleming@pcsstn.com	Laura Fleming lfleming@pcsstn.com
PVES	Lori White lwhite@pcsstn.com	Keri Winningham keri.winningham@pcsstn.com
PSES	Lena Brewster lena.brewster@pcsstn.com	Caroline Wendt caroline.wendt@pcsstn.com
SES	Becky Phillips rphillips3@pcsstn.com	Daphne Rippetoe rippetoed@pcsstn.com

PCSS TUTOR LIAISONS 2023-24

Name: **WEST, AMY** Employee Type: **12 MONTH SUPPOR** Building Code: **0000**

PUTNAM COUNTY BOARD OF EDUCATION

APPROVAL FORM

#3

NEW HIRE NAME:

STREET ADDRESS:

CITY, STATE ZIP:

CONTACT NUMBER:

OR Employee's Name: **AMY WEST**

* LOCATION: **CENTRAL OFFICE**

Employee Type Code: **12SPT**

* REASON FOR ACTION: **OTHER**

* EFFECTIVE DATE: **07/01/2023**

* TEACHER ASSISTANT - N/C: **n/a**
ANSWER - YES NO OR N/A

☐ HIGHLY QUALIFIED MET -

CERTIFICATION/ENDORSEMENT:

* REPLACING: **n/a**

* MONTHS WORKED PER YEAR: **9**

* HOURS WORKED PER DAY: **7.0**

POSITION FUNDED: **142 E 72130 130 941 00000 000**

Type of Funding:

* NOTES: **Please change the payroll code for BEST Group employees to 142-72130-130-941 effective July 1, 2023 (list attached)**

DIRECTOR OF SCHOOLS - CORBY KING

☑ DIR OF SCHOOLS SIGNATURE

DEPUTY DIRECTOR OF SCHOOLS - TIM MARTIN

☑ DEPUTY DIR SIGNATURE

DIRECTOR, HUMAN RESOURCES - ANGIE KNIGHT

☑ DIRECTOR HR SIGNATURE

BEST Group Employees

Mae Fowler
Bobby Winningham
Susan Carter
Michelle Miller
Kristie Trapp
Gerri Reese
Taylor Ferrell

Name: **PHILLIPS, REBECCA D.** Employee Type: **12 MONTH SUPPOR** Building Code: **STAR**

PUTNAM COUNTY BOARD OF EDUCATION

APPROVAL FORM

#4

NEW HIRE NAME:

STREET ADDRESS:

CITY, STATE ZIP:

CONTACT NUMBER:

OR Employee's Name: **REBECCA DAWN PHILLIPS**

* LOCATION: **STAR CENTER**

Employee Type Code: **12SPT**

* REASON FOR ACTION: **TERMINATION**

* EFFECTIVE DATE: **10/01/2023**

* TEACHER ASSISTANT - N/C: **No**
ANSWER - YES NO OR N/A

☐ HIGHLY QUALIFIED MET -

CERTIFICATION/ENDORSEMENT:

* REPLACING: **No one**

* MONTHS WORKED PER YEAR: **9.5**

* HOURS WORKED PER DAY: **3.0**

POSITION FUNDED: **Funding codes will vary between LEAPS & 21st Cent**

Type of Funding:

* NOTES: **Please see attached spreadsheet. Assignment completed in Leaps/21st CCLC. Funding Codes listed on employee profile for 221st Century and/or LEAPS**

DIRECTOR OF SCHOOLS - CORBY KING ☑ DIR OF SCHOOLS SIGNATURE

DEPUTY DIRECTOR OF SCHOOLS - TIM MARTIN ☑ DEPUTY DIR SIGNATURE

DIRECTOR, HUMAN RESOURCES - ANGIE KNIGHT ☑ DIRECTOR HR SIGNATURE

First Name	Last Name	Date	Reason
MARIAH	BILBREY	10/1/23	assignment ended
Claire	Bontrager	10/1/23	assignment ended
MADISON	BOWMAN	10/1/23	assignment ended
Emily	Boyd	10/1/23	assignment ended
TESSA	BRIGGS	10/1/23	assignment ended
Lauren	Carlton	10/1/23	assignment ended
David	Cheek	10/1/23	assignment ended
Allison	Clark	10/1/23	assignment ended
Ella	Clopton	10/1/23	assignment ended
Jayla	Cobb	10/1/23	assignment ended
Kinsley	Cobble	10/1/23	assignment ended
MATTHEW	COOK	10/1/23	assignment ended
Leah	Cook	10/1/23	assignment ended
Jaden	Cunningham	10/1/23	assignment ended
gianna	Dibenedtto	10/1/23	assignment ended
Ashlan	Doss	10/1/23	assignment ended
Laure	Duhamel	10/1/23	assignment ended
Kristen	Elliott	10/1/23	assignment ended
Bailey	Frazier	10/1/23	assignment ended
Katherine	Goad	10/1/23	assignment ended
Cathryn	Gunter	10/1/23	assignment ended
SYDNEY M	HAGGARD	10/1/23	assignment ended
Pat	Hall	10/1/23	assignment ended
Kylee	Hancock	10/1/23	assignment ended
Briana	Hollandsworth	10/1/23	assignment ended
Jessica	Jackson	10/1/23	assignment ended
KYNDRA	KEEN	10/1/23	assignment ended
Kyndra	Keen	10/1/23	assignment ended
Madison	Knight	10/1/23	assignment ended
Natalie	LaRue	10/1/23	assignment ended
Michael	LeBlanc	10/1/23	assignment ended
Macey	Longmire	10/1/23	assignment ended
Gracie	Lynch	10/1/23	assignment ended
Mary Ellen	Majtyka	10/1/23	assignment ended
Rebekah	Manier	10/1/23	assignment ended
Demi	Maniscalco	10/1/23	assignment ended
James	Martian	10/1/23	assignment ended
Madison	Mason	10/1/23	assignment ended
Kyrklinn	Moores	10/1/23	assignment ended
ANNA	MORAN	10/1/23	assignment ended
Kelsey	Mott	10/1/23	assignment ended
Allison	Mullican	10/1/23	assignment ended
CASSIDY	NASH	10/1/23	assignment ended
Sloane	Norrod	10/1/23	assignment ended
Audrey	Oldham	10/1/23	assignment ended
Morgan	Pardue	10/1/23	assignment ended
Morgan	Pardue (Long)	10/1/23	assignment ended
Maggie	Partin	10/1/23	assignment ended
Bhoomi	Patel	10/1/23	assignment ended
Sawyer	Peek	10/1/23	assignment ended
Evan	Poirier	10/1/23	assignment ended
Rebecca	Pryor	10/1/23	assignment ended
Tanner	Rector	10/1/23	assignment ended
Patrick	Rhoton	10/1/23	assignment ended
Jordan	Rohr	10/1/23	assignment ended
Abigail	Sanders	10/1/23	assignment ended
Killian	Sapp	10/1/23	assignment ended
SYDNEY	SEEGER	10/1/23	assignment ended
ALLYSON	SLIGER	10/1/23	assignment ended
CARLEY KRISTEN	SPARKS	10/1/23	assignment ended
Sydney	Stallings	10/1/23	assignment ended
Lyssabeth	Tatum	10/1/23	assignment ended
Avery	Taylor	10/1/23	assignment ended
Anna	Torrence	10/1/23	assignment ended
Katherine	Vaughn	10/1/23	assignment ended
Alana	Wallace	10/1/23	assignment ended
Kelsey	Warren	10/1/23	assignment ended
Emily	Wells	10/1/23	assignment ended
Tyrus	West	10/1/23	assignment ended
Audrey	Wheeler	10/1/23	assignment ended

Done 10/16/23

MINUTES
Putnam County Board of Education
Cookeville, Tennessee
September 28, 2023

The Putnam County Board of Education met in the office of the Putnam County Education Building - Cookeville, Tennessee on Thursday, September 28, 2023. Dr. **FRY** convened the meeting at 5:00 PM.

PRESENT.....5
Dr. Dawn Fry, Vice-Chair
Kerry Ledbetter
David McCormick
Lynn McHenry
Jill Ramsey

ABSENT.....1
Kim Cravens, Chair

Dr. **FRY** stated the Board would address Agenda Item II., Approval of the Agenda.

ACTION: (II.) Mr. **McHENRY** made a motion to approve the Agenda as recommended and submitted by Corby R. King, Director of Schools. Mr. **McCORMICK** seconded the motion. Ms. Cravens was absent. Motion carried.

Dr. **FRY** stated the Board would address Agenda Item III., Announcements, and recognized Corby King, Director of Schools.

Mr. **King** recognized Jackie Vester, CTE Supervisor, with an announcement.

Ms. **Vester** recognized Amanda Sharp, CTE Curriculum Consultant for the State of Tennessee.

Ms. **Sharp** stated the following regarding the iCEV (Creative Educational Videos):

- Congratulated Cookeville, Monterey, Upperman High Schools and the VITAL School for the many individuals involved in assisting students to complete multiple certifications recognized in the State of Tennessee.
- Employees are searching for these individuals due to the training they have received resulting in their ability to start work immediately when hired.
- Courses required for graduation like *Personal Finance* help our graduates manage their money going forward.

- Students having completed the industrial certifications will find employment after graduation.
- The school system will receive TISA funding due to providing the training to complete the industrial certifications.

Mr. **King** noted the Director's Personnel Report.

Dr. **FRY** stated the Board would address Agenda Item IV., Approval of the Minutes.

ACTION: (IV.) Ms. **RAMSEY** made a motion to approve both the Minutes of the Regular September Board Meeting held on Thursday, September 7, 2023, @ 5:00 PM, and the Special Called Board Meeting held on Thursday, September 7, 2023, @ 4:45 PM, as submitted. Mr. **LEDBETTER** seconded the motion. Ms. Cravens was absent. Motion carried.

Dr. **FRY** stated the Board would address Agenda Item V., Public Comment, and stated there were no requests to address the Board.

Dr. **FRY** stated the Board would address Agenda Item VI., Approval of the Consent Agenda, and asked if anyone had an item they would like removed for discussion.

ACTION: (VI.A.1. – VI.F.14.) Mr. **McCORMICK** made a motion to approve the following Consent Agenda, as recommended and submitted by Corby R. King, Director of School:

V. Approval of the Consent Agenda

A. Payments/Purchases

1. Approval to pay Covington Flooring Company, Inc. – Birmingham, AL in the amount of $102,821.35 (Total contract of $108,233 less $5,411.65 of retainage) for pay application #1 related to the Avery Trace Middle School (ATMS) Gym Floor Replacement Project to be paid from the 141-72620-399 (General Purpose School Fund), as submitted.

2. Approval to pay Maffett-Loftis Engineering, LLC – Cookeville, Tennessee in the amount of $7,087.50 for design work related to the HVAC Controls Upgrades at Cookeville High School from 141-72620-399, as submitted.

3. Approval of the purchase of replacement stage curtains for the Cornerstone Elementary School auditorium in the amount per quote not to exceed $23,985.00 from Kendall Stage Curtains – Lascassas, Tennessee to be paid from 141-72310-599, as submitted.

4. Approval of the purchase of one (1) Reality Pro-Comm Call Taking & Radio Dispatch Computer Training Station for Monterey High School (MHS) Criminal Justice class from Professional Pride, Inc. – Sumner, WA in the amount of $24,975.00 to be paid from CTE Perkins Reserve Regional Career Pathways Grant funds, as submitted.

5. Approval of the purchase of three (3) VR welding simulators for Monterey High School (MHS) from Reality Works – Eau Claire, WI in the amount of $24,613.20 to be paid from CTE Perkins Reserve Regional Career Pathways Grant funds, as submitted.

6. Approval of the purchase of three (3) VR welding simulators for Cookeville High School (CHS) from Realityworks – Eau Claire, WI in the amount of $24,613.20 to be paid from CTE Perkins Reserve Regional Career Pathways Grant funds, as submitted.

7. Approval of the purchase from Curriculum Associates – North Billerica, MA for Curriculum Associates toolbox per quote 322375.3 and by piggy backing off of Shelby County Schools in the amount of $36,439.50 to be paid from 142-71100-471-933, as submitted.

8. Approval of the purchase of seven (7) Viewsonic Boards for Cane Creek Elementary School (CEES) from Bluum – Phoenix, AZ in the amount of $13,125.07 per quote to be paid from 142-72210-790-101, as submitted.

9. Approval of the payment to Mid-State Construction, Inc. – Livingston, Tennessee for the flooring work performed in the gymnasium at Avery Trace Middle School in the amount of $21,000.00 to be paid from 141-72620-399, Other Contracted Services, as submitted.

B. Bids/Quotes/Sealed bids/RFPs (None Submitted)

C. Budget Amendments/Line Item Transfers

1. General Purpose School Budget Amendments – Fund 141

   a. Special Education – To allocate funds awarded to PCSS for the Transition School to Work Grant

   b. LEAPS – Established Budget for Leaps Extended Program

2. Federal Projects Budget Amendments – Fund 142

   a. Career & Technical Education, Carl Perkins Reserve Regional Career Pathways Budget – To allocate Carl Perkins Reserve Regional Career Pathways grant state funding to expenditure accounts for the 2023/24 school yea

   b. Career & Technical Education, Carl Perkins Basic 803 – Reduction in funding allocation for the 2023/24 school year

   c. 21st CCLC – Establish budget for 21st Century Grant

   d. Federal Programs – This ARP 2.0 Grant revenue amendment is required in order to allocate funds

   e. Federal Programs – This ARP Homeless Systems Navigator Grant revenue amendment is required in order to allocate fund

   f. Federal Programs – This McKinney Vento Homeless Grant revenue amendment is required in order to allocate funds

   g. Federal Programs – This ARP 1.0 Homeless Grant revenue amendment is required in order to allocate funds

   h. Federal Programs – This Title I (101) Amendment is needed in order to utilize funds more appropriately according to school level needs

D. Approval of Out-of-County and Overnight Trip Reports

E. Approval of the Grant Report

F. Other

1. Approval of the Student Teacher Partnership Agreement between Tennessee Tech University and Putnam County School System effective September 1, 2023 – August 31, 2024, as submitted.

2. Approval of the following individuals to serve the Collaborative Conferencing Team for the 2023 – 2024 school year:

    - Russell Darley - Algood Middle School Principal
    - Aaron Casey – PCEA

3. Accept the Upperman Middle School (UMS) PTO donation of a swing set and benches for one of UMS's playground areas in the amount of $19,315.00 being purchased from Recreational Concepts – Cookeville, Tennessee, as submitted.

4. Approval for Upperman Middle School Wrestling Club to be moved from a club sport to a sport receiving a supplement, as submitted.

5. Approval to accept a donation in the amount of $7,500 from Heart of the Cumberland – Cookeville, Tennessee to the Putnam County School System as a supplement to be used specifically for BEST Groups i.e. to pay school personnel who facilitate BEST Groups or for supplies and materials related to BEST Groups, as submitted.

6. Approval of acceptance of the donation of two (2) Lincoln Electric Power MIG 256 welders from Tennessee College of Applied Technology (TCAT) Livingston Campus to Cookeville High School's welding class, as submitted.

7. Approval of the contract between Roland Digital Media, Inc. – Cookeville, Tennessee and Putnam County Board of Education for digital gold package for Adult Education at a cost of $895 per month to be paid from Adult Education funds effective October 1, 2023 – October 31, 2023, as submitted.

8. Approval of acceptance of the donation of one (1) Snap-on Verus Diagnostic and Information System from Judd Bullington to Cookeville High School's Automotive Maintenance and Light Repair class, as submitted.

9. Approval to enter into an agreement with Drift Net Security – Chicago, IL for security camera systems for Algood Elementary School (AES) and Algood Middle School (AMS) for an annual total amount of $15,000 with the option to request renewal for up to three (3) additional years, as submitted.

10. Approval for Putnam County School System to join the Comprehensive Educational Resources Consortium (CER) in conjunction with the Niswonger Foundation – Greenville, Tennessee in the amount of $22,964.00 to be paid from 142-72210-399-933 in the amount of $11,482.00 and 142-72210-932 in the amount of $11,482.00 for the 2023 – 2024 school year, as submitted.

11. Approval of FY24 ESSER 2.0 Budget Application, as submitted.

12. Approval of FY24 ESSER 3.0 Budget Application, as submitted.

13. Approval of a contract with TransAct – Lynnwood, WA for Homeless Information Management System for Students (HIMSS) software in the amount of $7,995.00 for the district's Homeless Liaison to aid in tracking the homeless population and resources to be paid from Homeless ARP 2.0 Grant 142-72210-399-703, as submitted.

14. Approval of a request from Baxter Primary School (BPS) to have Manuel Fuentes, artist, to paint the mural design plan as submitted on the exterior south wall of the BPS gymnasium to be paid from PTO funds and donations from ACE hardware, Perfect Ten Power Washing, and Cass Construction.

Mr. **McHENRY** seconded the motion. Ms. Cravens was absent. Motion carried.

Dr. **FRY** stated the Board would address Agenda Item VII.A., Policies on second and final reading.

ACTION: (VII.A.1. – VII.A.24.) Mr. **McHENRY** made a motion to approve the following policies on seconded and final reading, as submitted:

VII.A.1.	Policy 1.102, Board Members
VII.A.2.	Policy 1.106, Code of Ethics
VII.A.3.	Policy 1.400, School Board Meetings
VII.A.4.	Policy 2.803, Salary Deductions
VII.A.5.	Policy 3.202, Emergency Preparedness Plan
VII.A.6.	Policy 3.204, Threat Assessment Team
VII.A.7.	Policy 3.205, Security

VII.A.8. Policy 4.204, Summer Instructional Programs
VII.A.9. Policy 4.403, Library Materials
VII.A.10. Policy 4.700, Testing Programs
VII.A.11. Policy 4.801, Controversial Materials
VII.A.12. Policy 5.106, Applications and Employment
VII.A.13. Policy 5.119, Employment of Retirees
VII.A.14. Policy 5.302, Sick Leave
VII.A.15. Policy 5.305, Family and Medical Leave
VII.A.16. Policy 5.307, Physical Assault Leave
VII.A.17. Policy 5.600, Staff Rights & Responsibilities
VII.A.18. Policy 6.200, Attendance
VII.A.19. Policy 6.202, Home Schools
VII.A.20. Policy 6.300, Code of Conduct
VII.A.21. Policy 6.309, Zero Tolerance Offenses
VII.A.22. Policy 6.314, Corporal Punishment
VII.A.23. Policy 6.319, Alternative Education
VII.A.24. Policy 6.4001, Student Surveys, Analyses, and Evaluations

Ms. **RAMSEY** seconded the motion. Ms. Cravens was absent. Motion carried.

Dr. **FRY** stated the Board would address Agenda Item VII.B., Charter School policies on second reading **ONLY.**

ACTION: (VII.B.1. – VII.B.7.) Mr. **McCORMICK** made a motion to approve the following policies on second reading **ONLY,** as submitted:

VII.B.1. Policy 1.900, Charter School Authorizing Principles
VII.B.2. Policy 1.901, Charter School Applications
VII.B.3. Policy 1.902, Charter School Agreements
VII.B.4. Policy 1.903, Charter School Oversight
VII.B.5. Policy 1.904, Charter School Intervention
VII.B.6. Policy 1.905, Charter School Renewal
VII.B.7. Policy 1.906, Charter School Revocation

Mr. **LEDBETTER** seconded the motion. Ms. Cravens was absent. Motion carried.

Dr. **FRY** stated the Board would address Agenda Item VII.C., Policies on first reading ONLY.

ACTION: (VII.C.1. and VII.C.2.) Mr. **McHENRY** made a motion to approve the following policies on first reading ONLY, as submitted:

VII.C.1. Policy 6.404, Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS)

VII.C.2. Policy 6.405, Medicines

Mr. **McCORMICK** seconded the motion. Ms. Cravens was absent. Motion carried.

Dr. **FRY** stated the Board would address Agenda Items VIII.A.1. and VIII.A.2.; and recognized Jason Stickler, ESSER Supervisor.

Mr. **Stickler** briefly reviewed the following regarding Agenda Items VIII.A.1., TISA (Tennessee Investment in Student Achievement) Accountability Report, and VIII.A.2., Putnam County Schools (Plans for Stakeholder Review and Comment):

- The new TISA funding formula significantly changes how Tennessee invests in public education and updates the way Tennessee funds public education for the first time in over 30 years to empower each student to read proficiently by third grade; prepare each high school graduate for postsecondary success; and to provide resources needed for all students to ensure they succeed.

- Goals for student achievement:

  - One of the goals must include the district's plan to pursue the goal of seventy percent (70%) or more of the district's third grade students to score "met expectations" or "exceeded expectations" on the English Language Arts (ELA) portion of the TCAP tests.

  - This goal must also detail the district's goal to increase 3rd grade ELA proficiency rates by 15% of the gap over the next three years (starting with the 2022-23 TCAP results) to achieve the district's stated goal of at least 70% of 3rd grade students proficient in ELA.

  - Explanation of how the district's stated goals can be met within the district's budget.

  - For reports submitted starting in the 2024-25 school, a description of how the district's budget and expenditures from the prior school year enabled the district to make progress toward the stated student achievement goals.

  - Each district's TISA accountability report is required to be presented to the public for review and comment before the report is submitted to the department. The report must be submitted annually to the department by November 1st.

- Each district's TISA accountability report is required to be reviewed annually by the TISA Progress Review Board pursuant to T.C.A. 49-3-114 to determine whether the school district is taking the proper steps to achieve their stated goal.

ACTION: (VIII.A.1. & VIII.A.2.) Dr. **FRY** made a motion to approve the sixth month addendums to the Putnam County School System's (PCSS) ESSER 3.0 Public Plan for Remaining addendum Guidance 2023 and the Safe Return to In-person Instruction and Continuity of Service Plan Addendum Guidance 2023, as submitted. Ms. **RAMSEY** seconded the motion. Ms. Cravens was absent. Motion carried.

Dr. **FRY** stated the Board would address Agenda Item VIII.B.1., Park View School Project Update; and recognized Kim Chamberlin, Upland Design Group – Crossville, Tennessee.

Mr. **Chamberlin** stated the following regarding the Park View School Project Update:

- Good pace of work being completed.
- Possible three (3) month delay in replacement of brick
- Completion in late May/June with opening in September
- Brick did not meet specifications.

Dr. **FRY** stated the Board would address Agenda Item VIII.B.1.a.(1.) - VIII.B.1.(3.), Park View School Action Items.

ACTION: [VIII.B.1.a.(1.) - VIII.B.1.a.(3.)] Mr. **McORMICK** made a motion to approve the following Park View Action Items, as submitted and recommended by Kim Chamberlin:

- VIII.B.1.a.(1.) – Approval to pay American Constructors, Inc. – Brentwood, Tennessee in the amount of $1,943,581.24 and Pinnacle Bank (retainage) in the amount of $92,283.41 for pay application #13 related to the Park View School Project to be paid from the Putnam County Bond Issue.

- VIII.B.1.a.(2.) – Approval to pay Upland Design Group, Inc. – Crossville, Tennessee in the amount of $20,257.19 for architectural services for the Park View School Project to be paid from 141-76100-304-02504.

- VIII.B.1.a.(3.) - Approval of a payment to GEOService, LLC – Chicago, IL in the amount of $3,574.95 for construction monitoring services for the

new Park View School Project through August 20, 2023, to be paid from 141-76100-399-000-02504-000.

Ms. **RAMSEY** seconded the motion. Ms. Cravens was absent. Motion carried.

Dr. **FRY** stated the Board would address Agenda Item VIII.B.2., Upperman High School Expansion Update; and recognized Kim Chamberlin, Upland Design Group – Crossville, Tennessee.

Mr. **Chamberlin** stated the following regarding the Upperman High School Expansion Update:

- Project moving along well
- Brick problem has been ordered and should be here in October.
- Easy project to lay.
- Since under roof, project can move along.
- All doors and windows in.
- Brick slow down
- Project completion - first of year
- Recommended two (2) action items for payment

Dr. **FRY** stated the Board would address Agenda Item VIII.B.2.a.(1.) – VIII.B.2.a.(2.), UHS Expansion Project Action Items.

ACTION: [VIII.B.2.a.(1.) - VIII.B.2.a.(2.)] Ms. **RAMSEY** made a motion to approve the following UHS Expansion Project Action Items, as recommended and as submitted by Kim Chamberlin, Upland Design Group – Crossville, Tennessee:

- VIII.B.2.a.(1.) – Approval to pay King Construction Group, Inc. – Cookeville, Tennessee in the amount of $171,811.13 and First Horizon Bank (retainage) in the amount of $9,042.69 for pay application #11 related to the Upperman High School Expansion Project to be paid from 142-76100-707-933 (ESSER 3.0).

- VIII.B.2.a.(2.) – Approval of a payment to Upland Design Group, Inc. – Crossville, Tennessee in the amount of $1,801.16 to be paid from 142-76100-707-933 for architectural services for the Upperman Expansion Project (School Federal Program Fund – ESSER 3.0).

Mr. **McCORMICK** seconded the motion. Ms. Cravens was absent. Motion carried.

Dr. **FRY** recognized John Magura, Maintenance Supervisor, regarding Agenda Item VIII.B.2.a.(3.).

Mr. **Magura** stated his recommendation to pay AAR of North Carolina.

ACTION: [(VIII.B.2.a.(3.)] Ms. **RAMSEY** made a motion to approve the following UHS Expansion Project Action Item, as recommended and as submitted by John Magura, Maintenance Supervisor:

- VIII.B.2.a.(3.) – Approval to pay AAR of North Carolina, Inc. in the amount of $168,156.41 and First National Bank (retainage) in the amount of $8,850.34 for pay application #6 related to the Upperman High School Expansion Project to be paid from 142-76100-707-933 (ESSER 3.0).

Mr. **LEDBETTER** seconded the motion. Ms. Cravens was absent. Motion carried.

Dr. **FRY** stated the Board would address Agenda Item VIII., Adjournment.

ACTION: (VIIII.) Mr. **McCORMICK** made a motion to adjourn. Mr. **McHENRY** seconded the motion. Ms. Cravens was absent. Motion carried.

The Board adjourned at 5:30 PM.

_____
Date

_____
Kim Cravens
Chair

_____
Corby King
Director of School

EXHIBIT
tabbies
VI A 1
VI A 2.
11-02-23

PCSS Board Agenda Request

Date: November 3, 2023

Department Federal Programs

Person Submitting Bridgett Carwile

Account Number (if appropriate) 142

Check one:

__☺__ Backup included

_____ Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval of:

VI A 1 ☆ Purchase of Eighteen (18) **Viewsonic Boards** for Algood Elementary from **Bluum** in the amount of $33,750.18 per quote to be paid from 142-72210-790-101.

VI A 2 ☆ Purchase of seven (7) **Viewsonic Boards** for Cornerstone Elementary from **Bluum** in the amount of $15,813.07 per quote to be paid from 142-72210-790-101.

received
10-18-23

EXHIBIT tabbies VI A.1 11-02-23

Quote

#280798

07/05/2023

Bluum USA, Inc. (f.k.a. Troxell Communications Inc.)
4675 E. Cotton Center Blvd
Suite 155
Phoenix AZ 85040
www.bluum.com

Bill To
Putnam Co School District
1400 E Spring St
Cookeville TN 38506

Ship To
PUTNAM COUNTY CENTRAL RECEIVING
240 RAIDER DRIVE
COOKEVILLE TN 38501

Memo:

Expires	Sales Rep	Contract	Terms
10/03/2023	807 Dan Boshers	NCPA01-150	Net 30

Qty	Item	MFG	Price	Ext. Price
1	**IFP7550-E1** Viewsonic IFP7550-E1 - 75" ViewBoard 4K Ultra HD Interactive Flat Panel Bundle - 75" LCD - ARM Cortex A53 1.20 GHz - 2 GB - Infrared (IrDA) - Touchscreen - 16:9 Aspect Ratio - 3840 x 2160 - LED - 350 Nit - 1,200:1 Contrast Ratio - 2160p - USB - HDMI - VGA - Android 5.1 Lollipop AC ADAP & WMK-047-2 WALL MNT	Viewsonic	$1,875.00	$1,875.00
1	**IFP-EW-70-04** Viewsonic Warranty/Support - 5 Year Extended Warranty - Warranty - On-site - Maintenance - Labor - Physical Service REPAIR FOR 70-79IN DISP BOARD	Viewsonic	$0.01	$0.01

Subtotal	$1,875.01
Tax Total	$0.00
Shipping Cost	$0.00
Total	$1,875.01

To accept this quotation, sign here : _____

This document is subject to the terms and conditions found here: www.bluum.com/terms-conditions
If accepting this quote via purchase order please reference this quote number on your PO. If purchasing via credit card a 2.5% surcharge fee will apply. For questions please contact your Bluum Account Representative.
Please inspect product upon delivery. All claims for defective merchandise or errors in shipping must be made within five days after receipt of goods.
Clients using their own carriers will be responsible for filing their own freight claims if product is damaged in transit.
Returns require an authorization number and must be made within 30 days.
Custom orders and "Consumables", such as projector lamps, may not be returned.
Returns are subject to restocking fees with the exception of out of box failures and replacements under warranty.
Restocking fees varying depending on the product line, expect a minimum charge of 25%.

Received 10-18-23

280798

EXHIBIT
tabbies VI A.2
11-02-23

Quote

#280801

07/05/2023

Bluum USA, Inc. (f.k.a. Troxell Communications Inc.)
4675 E. Cotton Center Blvd
Suite 155
Phoenix AZ 85040
www.bluum.com

Bill To
Putnam Co School District
1400 E Spring St
Cookeville TN 38506

Ship To
PUTNAM COUNTY CENTRAL RECEIVING
240 RAIDER DRIVE
COOKEVILLE TN 38501

Memo:

Expires	Sales Rep	Contract	Terms
10/31/2023	807 Dan Boshers	NCPA01-150	Net 30

Qty	Item	MFG	Price	Ext. Price
1	**IFP7550-E2** Viewsonic IFP7550-E2 - 75" ViewBoard 4K Ultra HD Interactive Flat Panel Bundle - 75" LCD - ARM Cortex A53 1.20 GHz - 2 GB - Infrared (IrDA) - Touchscreen - 16:9 Aspect Ratio - 3840 x 2160 - LED - 350 Nit - 1,200:1 Contrast Ratio - 2160p - USB - HDMI - VGA - Android 5.1 Lollipop AC ADAP & VB-STND-001 MOBILE CART	Viewsonic	$2,259.00	$2,259.00
1	**IFP-EW-70-04** Viewsonic Warranty/Support - 5 Year Extended Warranty - Warranty - On-site - Maintenance - Labor - Physical Service REPAIR FOR 70-79IN DISP BOARD	Viewsonic	$0.01	$0.01

Subtotal	$2,259.01
Tax Total	$0.00
Shipping Cost	$0.00
Total	$2,259.01

To accept this quotation, sign here : _____

This document is subject to the terms and conditions found here: www.bluum.com/terms-conditions
If accepting this quote via purchase order please reference this quote number on your PO. If purchasing via credit card a 2.5% surcharge fee will apply. For questions please contact your Bluum Account Representative.
Please inspect product upon delivery. All claims for defective merchandise or errors in shipping must be made within five days after receipt of goods.
Clients using their own carriers will be responsible for filing their own freight claims if product is damaged in transit.
Returns require an authorization number and must be made within 30 days.
Custom orders and "Consumables", such as projector lamps, may not be returned.
Returns are subject to restocking fees with the exception of out of box failures and replacements under warranty.
Restocking fees varying depending on the product line, expect a minimum charge of 25%.

received
10-18-23

280801

EXHIBIT
tabbies
VI A 1
VI A 2.
11-02-23

PCSS Board Agenda Request

Date: November 3, 2023

Department Federal Programs

Person Submitting Bridgett Carwile

Account Number (if appropriate) 142

Check one:

__☺__ Backup included

_____ Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval of:

VI A 1 ☆ Purchase of Eighteen (18) **Viewsonic Boards** for Algood Elementary from **Bluum** in the amount of $33,750.18 per quote to be paid from 142-72210-790-101.

VI A 2 ☆ Purchase of seven (7) **Viewsonic Boards** for Cornerstone Elementary from **Bluum** in the amount of $15,813.07 per quote to be paid from 142-72210-790-101.

received
10-18-23

EXHIBIT tabbies VI A.1 11-02-23

Quote

#280798

07/05/2023

Bluum USA, Inc. (f.k.a. Troxell Communications Inc.)
4675 E. Cotton Center Blvd
Suite 155
Phoenix AZ 85040
www.bluum.com

Bill To
Putnam Co School District
1400 E Spring St
Cookeville TN 38506

Ship To
PUTNAM COUNTY CENTRAL RECEIVING
240 RAIDER DRIVE
COOKEVILLE TN 38501

Memo:

Expires	Sales Rep	Contract	Terms
10/03/2023	807 Dan Boshers	NCPA01-150	Net 30

Qty	Item	MFG	Price	Ext. Price
1	**IFP7550-E1** Viewsonic IFP7550-E1 - 75" ViewBoard 4K Ultra HD Interactive Flat Panel Bundle - 75" LCD - ARM Cortex A53 1.20 GHz - 2 GB - Infrared (IrDA) - Touchscreen - 16:9 Aspect Ratio - 3840 x 2160 - LED - 350 Nit - 1,200:1 Contrast Ratio - 2160p - USB - HDMI - VGA - Android 5.1 Lollipop AC ADAP & WMK-047-2 WALL MNT	Viewsonic	$1,875.00	$1,875.00
1	**IFP-EW-70-04** Viewsonic Warranty/Support - 5 Year Extended Warranty - Warranty - On-site - Maintenance - Labor - Physical Service REPAIR FOR 70-79IN DISP BOARD	Viewsonic	$0.01	$0.01

Subtotal	$1,875.01
Tax Total	$0.00
Shipping Cost	$0.00
Total	$1,875.01

To accept this quotation, sign here : _____

This document is subject to the terms and conditions found here: www.bluum.com/terms-conditions
If accepting this quote via purchase order please reference this quote number on your PO. If purchasing via credit card a 2.5% surcharge fee will apply. For questions please contact your Bluum Account Representative.
Please inspect product upon delivery. All claims for defective merchandise or errors in shipping must be made within five days after receipt of goods.
Clients using their own carriers will be responsible for filing their own freight claims if product is damaged in transit.
Returns require an authorization number and must be made within 30 days.
Custom orders and "Consumables", such as projector lamps, may not be returned.
Returns are subject to restocking fees with the exception of out of box failures and replacements under warranty.
Restocking fees varying depending on the product line, expect a minimum charge of 25%.

Received 10-18-23

280798

EXHIBIT
tabbies VI A.2
11-02-23

Quote

#280801

07/05/2023

Bluum USA, Inc. (f.k.a. Troxell Communications Inc.)
4675 E. Cotton Center Blvd
Suite 155
Phoenix AZ 85040
www.bluum.com

Bill To
Putnam Co School District
1400 E Spring St
Cookeville TN 38506

Ship To
PUTNAM COUNTY CENTRAL RECEIVING
240 RAIDER DRIVE
COOKEVILLE TN 38501

Memo:

Expires	Sales Rep	Contract	Terms
10/31/2023	807 Dan Boshers	NCPA01-150	Net 30

Qty	Item	MFG	Price	Ext. Price
1	**IFP7550-E2** Viewsonic IFP7550-E2 - 75" ViewBoard 4K Ultra HD Interactive Flat Panel Bundle - 75" LCD - ARM Cortex A53 1.20 GHz - 2 GB - Infrared (IrDA) - Touchscreen - 16:9 Aspect Ratio - 3840 x 2160 - LED - 350 Nit - 1,200:1 Contrast Ratio - 2160p - USB - HDMI - VGA - Android 5.1 Lollipop AC ADAP & VB-STND-001 MOBILE CART	Viewsonic	$2,259.00	$2,259.00
1	**IFP-EW-70-04** Viewsonic Warranty/Support - 5 Year Extended Warranty - Warranty - On-site - Maintenance - Labor - Physical Service REPAIR FOR 70-79IN DISP BOARD	Viewsonic	$0.01	$0.01

Subtotal	$2,259.01
Tax Total	$0.00
Shipping Cost	$0.00
Total	$2,259.01

To accept this quotation, sign here : _____

This document is subject to the terms and conditions found here: www.bluum.com/terms-conditions
If accepting this quote via purchase order please reference this quote number on your PO. If purchasing via credit card a 2.5% surcharge fee will apply. For questions please contact your Bluum Account Representative.
Please inspect product upon delivery. All claims for defective merchandise or errors in shipping must be made within five days after receipt of goods.
Clients using their own carriers will be responsible for filing their own freight claims if product is damaged in transit.
Returns require an authorization number and must be made within 30 days.
Custom orders and "Consumables", such as projector lamps, may not be returned.
Returns are subject to restocking fees with the exception of out of box failures and replacements under warranty.
Restocking fees varying depending on the product line, expect a minimum charge of 25%.

received
10-18-23

280801

EXHIBIT
VI A.3.
11-02-23

Board Agenda Request
For November 2, 2023 Meeting

Date 10/19/2023

Department CHS - CTE

Person Submitting Jackie Vester

Account Number (if appropriate) 711.000

Check one:

___X__ Backup included

_____ Backup to follow

Statement to be included in Board Agenda Packet:

Approval of the purchase of one (1) Powermatic 15HP 3-Phase 230V 25" Wide Belt Sander from vendor Global Equipment Company Inc - Buford, GA in the amount of $17,041.64 to be paid by Cookeville High School Construction Technology Account 711.000.

received
10-18-23

GLOBAL INDUSTRIAL
We can supply that.

2505 MILL CENTER PARKWAY SUITE 100
BUFORD, GA 30518

Sales Quote

Account #:560053	Quote #:7172797	Quote Issued:10/17/2023
PUTNAM COUNTY BOARD OF ED	cookj@pcsstn.com	*Pricing valid for 30 days from quote issue date. subject to change based on product availability and/or extraordinary market conditions
Attn: RANDY MANSELL		
JULIE COOK-SPARKS	Phone: (931) 526-9777	
1 CAVALIER DR	Fax:	
COOKEVILLE, Tennessee 38501		
CLICK HERE TO LOGIN AND PLACE THIS ORDER ONLINE.		

Part#	Description	Shipping	Quantity	Price	Extended
B57884	Powermatic 1790825 Model WB-25 15HP 3-Phase 230/460V 25" Wide Belt Sander W/ DRO Country Of Origin:	TRUCK	1	$16,799.99	$16,799.99
				Item Total:	$16,799.99
				Shipping and Handling:	$241.65
PLEASE BE SURE TO REVIEW OUR TERMS AND CONDITIONS				*Total:	$17,041.64

Notes	
	Thank you for the opportunity to help with your needs. To place your order or for further assistance please contact me. **Name:** DEONNE RICHARDS **Email:** DRichards@globalindustrial.com **Phone:** (678) 969-6542 x122542 **Fax:** (800) 336-3818

*Applicable taxes and shipping charges will be added to invoice.

11 Harbor Park Drive, Port Washington, N.Y. 11050
Copyright © 2023 by Global Industrial. All Rights Reserved.

Help | Contact Us

This order is subject to Global Industrial's Terms & Conditions of Sale. Global Industrial objects to any other additional or different terms in your purchase order or acceptance.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Global Equipment Company Inc

2 Business name/disregarded entity name, if different from above

Global Industrial

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2505 Mill Center Parkway

Requester's name and address (optional)

6 City, state, and ZIP code

Buford, GA 30518-3700

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

1	1	–	3	5	8	4	6	9	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ Dom Michael | **Date** ▶ 1-3-2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*



25" x 60" Wide Belt Sander | 10 HP Metal Sanding Machine

SKU: FP-2560

~~$18,950.00~~ $17,950.00

Our 25" Metal Wide Belt Sander are great for deburring and finishing parts in the production and manufacturing

Read more

Buy Now

grizzly.com.

Need anything else? **You qualify for FREE shipping on all non-freight items. Add accessories now with no extra shipping cost!**

Get free standard shipping on all non-freight items with any order of $50 or more.

Keep Shopping

Shopping Cart Items

Price

Subtotal: $22,099.00

Checkout



G0677 24" 15 HP 3-Phase Planer/Wide-Belt Sander by Grizzly

In Stock

$21,500.00 Qty

+ $599.00 Freight

Please Note: Liftgate service is not available for this item due to its size and/or weight.

SUBSCRIBE TO SAVE 5%

Do you have questions?

g checkout, please contact a knowledgeable Customer Service Associate at
:777 from 8 a.m. to 8 p.m. EST Mon.- Fri., 8:30 a.m. to 6 p.m. Sat.

× – Hi there! Need any help? —

Putnam County Board of Educatio
Agenda Request

EXHIBIT
tabbies
VI A. 4.
11-02-23

Name of Person Making Request: Chris Pierce
Date: 10/17/2023
Department: Attendance Supervisor

Account Funding Code
141 E 72310 599

__X___ Backup included

_____ Backup to follow

Please consider approval of payment to Frontline Education - Philadelphia, PA in the amount of $16,833.52 for our continued use of their zoning software package to be paid from 141-72310-599.

Chris Pierce 10/17/23

Signature of Person Making Request Date

Signature of Director of Schools Date

received
10-16-23

frontline education

INVOICE

Acct #: 12430
#INVUS193414

Accounts Payable
Putnam County Schools
1400 East Spring Street
Cookeville TN 38506

Start Date: 12/12/2023
Due Date: 1/11/2024

PAYMENT INFORMATION

Please send checks to:

Frontline Technologies Group LLC
PO Box 780577
Philadelphia, PA 19178-0577

To make payment via ACH/EFT:

Bank Name: Wells Fargo, N.A.
Account Name: Frontline Technologies Group LLC
ABA/Routing #: 121000248
Account #: 4121566533
Swift Code: WFBIUS6S

Please include the invoice number in the memo of your check or ACH payment to ensure timely processing.

Please send remittance advice to Billing@FrontlineEd.com.

You can find a copy of our W9 at http://help.frontlinek12.com/WebNav/Docs/FrontlineEducationW9.pdf.

Qty	Description	Start	End	End User	Rate	Amount
1	Location Analytics Subscription - powered by Forecast5, 5 admins and unlimited regular users	12/12/2023	12/11/2024	12430 Putnam County Schools	$16,833.52	$16,833.52

As you are aware, Forecast5 has joined the Frontline Education family. You may notice product names look a bit different, but the actual products and services you have contracted through Forecast5 have not changed in any way. Your timely payment is important to maintain a continuous subscription status and allow for delivery of services. Our billing system tracks by contract, not PO#. Therefore, we are unable to address questions based on PO#. If information is needed about your PO#, please contact your organization's financial department.

SUBTOTAL	$16,833.52
TOTAL DUE by 1/11/2024	**$16,833.52**

Invoice Generated on 10/14/2023

PUTNAM COUNTY SCHOOL SYSTEM
ENGAGE INSPIRE ACHIEVE

Montandon, Cayce <cmccarver@pcsstn.com>

Frontline Education Invoice #INVUS193414

Billing, Frontline Education (Billing@FrontlineEd.com) <system@sent-via.netsuite.com> Sat, Oct 14, 2023 at 12:02 PM
Reply-To: "Billing, Frontline Education" <Billing@frontlineed.com>
To: cmccarver@pcsstn.com

Attached you will find your invoice for your Frontline Education solution(s).

Please take a moment to read the information below, which will help streamline your processes:

- Payment can be made through ACH or via check. To ensure payment is processed quickly, please include your invoice number in the memo section of the ACH or check.
- Your invoice may include sales tax. If tax should not be applied, please pay the invoice less any tax and send your district's tax-exempt form to **Billing@FrontlineEd.com**.
- Should you need an updated W9, attached is a current copy for reference.

We appreciate your service to our students throughout the school year as you stand on the front lines of education. We consider it a privilege to partner with you along the way. If you need to contact us for any remittance advice or other billing-related questions, please email us at **Billing@FrontlineEd.com**.

Sincerely,

The Frontline Team

Billing FAQ: http://help.frontlinek12.com/WebNav/Docs/BillingFAQ.pdf
Payment Information: http://help.frontlinek12.com/WebNav/Docs/PaymentInformation.pdf
Frontline Education W9: http://help.frontlinek12.com/WebNav/Docs/FrontlineEducationW9.pdf

Invoice_INVUS193414.pdf
25K

EXHIBIT
tabbies
VI. A.5
11-02-23

CAPSHAW ELEMENTARY SCHOOL

"Where Future Leaders Learn"

Mrs. Renee Cantrell, Principal • Mrs. Kendra Hillis, Assistant Principal

September 27, 2023

For Board Approval:

Technology

Chromebooks
50 @ $332.76= $16,638.00
Bluum

Viewsonic Boards
7 boards @ $1,875.01= $13,125.07
Bluum

Total cost for the 2 purchases $29,763.07
Paid for with a Capshaw PTO donation

Thank you,

Renee Cantrell
Principal
Capshaw Elementary School

1 Cougar Lane Cookeville, Tennessee 38501 (931) 526-2414 FAX (931) 372-0383

received
10-16-23

Purchase Order

Capshaw Elementary
1 Cougar Lane
Cookeville, TN 38501

Phone : 931-526-2414
Fax : 931-372-0383

PO # CAPS- - 2152

9/26/2023

To : Bluum
4675 E. Cotton Center Blvd.
Suite 155
Phoenix, AZ 85040
Vendor Number :
Phone Number : 800-352-7912
Fax Number : 800-752-1299

Ship To : Capshaw Elementary
1 Cougar Lane
Cookeville, TN 38501

Fed Tax ID : 0
Requested By : Marisa Julian

Quantity	Description	Product #	Account #	Account Name	Unit Price	Total Price
7	Viewsonic Boards		401.007	Equipment	$1,875.01	$13,125.07

Notes : K 2007 Room 208
K 2010 Room 204
K 2064 Room 223
K 2065 Room 218
K 2066 Room 219
K 2076 Room 220
K 2077 Room 221
NEEDS BOARD APPROVAL

Subtotal :	$13,125.07
Discount :	$0.00
Shipping and Handling :	$0.00
Sales Tax :	$0.00
PO Total :	$13,125.07

Comments :

Received By: _____

Other: _____

Bookkeeper: Rita Watson

Approved: Kenni Cantrell

9/26/2023 3:45:25 PM

bluum

Quote

#280798

07/05/2023

Bluum USA, Inc. (f.k.a. Troxell Communications Inc.)
4675 E. Cotton Center Blvd
Suite 155
Phoenix AZ 85040
www.bluum.com

Bill To
Putnam Co School District
1400 E Spring St
Cookeville TN 38506

Ship To
PUTNAM COUNTY CENTRAL RECEIVING
240 RAIDER DRIVE
COOKEVILLE TN 38501

Memo:

Expires	Sales Rep	Contract	Terms
10/03/2023	807 Dan Boshers	NCPA01-150	Net 30

Qty	Item	MFG	Price	Ext. Price
1	**IFP7550-E1** Viewsonic IFP7550-E1 - 75" ViewBoard 4K Ultra HD Interactive Flat Panel Bundle - 75" LCD - ARM Cortex A53 1.20 GHz - 2 GB - Infrared (IrDA) - Touchscreen - 16:9 Aspect Ratio - 3840 x 2160 - LED - 350 Nit - 1,200:1 Contrast Ratio - 2160p - USB - HDMI - VGA - Android 5.1 Lollipop AC ADAP & WMK-047-2 WALL MNT	Viewsonic	$1,875.00	$1,875.00
1	**IFP-EW-70-04** Viewsonic Warranty/Support - 5 Year Extended Warranty - Warranty - On-site - Maintenance - Labor - Physical Service REPAIR FOR 70-79IN DISP BOARD	Viewsonic	$0.01	$0.01

Subtotal	$1,875.01
Tax Total	$0.00
Shipping Cost	$0.00
Total	$1,875.01

To accept this quotation, sign here : _____

This document is subject to the terms and conditions found here: www.bluum.com/terms-conditions
If accepting this quote via purchase order please reference this quote number on your PO. If purchasing via credit card a 2.5% surcharge fee will apply. For questions please contact your Bluum Account Representative.
Please inspect product upon delivery. All claims for defective merchandise or errors in shipping must be made within five days after receipt of goods.
Clients using their own carriers will be responsible for filing their own freight claims if product is damaged in transit.
Returns require an authorization number and must be made within 30 days.
Custom orders and "Consumables", such as projector lamps, may not be returned.
Returns are subject to restocking fees with the exception of out of box failures and replacements under warranty.
Restocking fees varying depending on the product line, expect a minimum charge of 25%.

280798

Purchase Order

Capshaw Elementary
1 Cougar Lane
Cookeville, TN 38501

Phone : 931-526-2414
Fax : 931-372-0383

PO # CAPS- - 2153

9/26/2023

To : Bluum
4675 E. Cotton Center Blvd.
Suite 155
Phoenix, AZ 85040
Vendor Number :
Phone Number : 800-352-7912
Fax Number : 800-752-1299

Ship To : Capshaw Elementary
1 Cougar Lane
Cookeville, TN 38501

Fed Tax ID : 0
Requested By : Marisa Julian

Quantity	Description	Product #	Account #	Account Name	Unit Price	Total Price
50	Chromebooks		401.007	Equipment	$332.76	$16,638.00

Notes : K 2013 (25)
K 2012 (25)

NEEDS BOARD APPROVAL

Subtotal :	$16,638.00
Discount :	$0.00
Shipping and Handling :	$0.00
Sales Tax :	$0.00
PO Total :	$16,638.00

Comments :

Received By: _____

Other: _____

Bookkeeper: Kita Watson

Approved: Kellie Cantrell

9/26/2023 3:45:25 PM

bluum

Quote

#280800

07/05/2023

Bluum USA, Inc. (f.k.a. Troxell Communications Inc.)
4675 E. Cotton Center Blvd
Suite 155
Phoenix AZ 85040
www.bluum.com

Bill To
Putnam Co School District
1400 E Spring St
Cookeville TN 38506

Ship To
PUTNAM COUNTY CENTRAL RECEIVING
240 RAIDER DRIVE
COOKEVILLE TN 38501

Memo:

Expires	Sales Rep	Contract	Terms
10/31/2023	807 Dan Boshers	NCPA01-150	Net 30

Qty	Item	MFG	Price	Ext. Price
1	**CR1100CKA-YZ142** ***Contract Reference:*** *NCPA01-150* Asus Chromebook CR1 CR1100CKA-YZ142 11.6" Rugged Chromebook - HD - 1366 x 768 - Intel Celeron N5100 Quad-core (4 Core) 1.10 GHz - 4 GB Total RAM - 32 GB Flash Memory - Dark Gray	ASUS	$299.76	$299.76
1	**CROSSWDISEDUNEW** ***Contract Reference:*** *NCPA01-150* Google Chrome OS Management Console License, Education	Google	$33.00	$33.00

Subtotal	$332.76
Tax Total	$0.00
Shipping Cost	$0.00
Total	$332.76

This document is subject to the terms and conditions found here: www.bluum.com/terms-conditions
If accepting this quote via purchase order please reference this quote number on your PO. If purchasing via credit card a 2.5% surcharge fee will apply. For questions please contact your Bluum Account Representative.
Please inspect product upon delivery. All claims for defective merchandise or errors in shipping must be made within five days after receipt of goods.
Clients using their own carriers will be responsible for filing their own freight claims if product is damaged in transit.
Returns require an authorization number and must be made within 30 days.
Custom orders and "Consumables", such as projector lamps, may not be returned.
Returns are subject to restocking fees with the exception of out of box failures and replacements under warranty.
Restocking fees varying depending on the product line, expect a minimum charge of 25%.

280800

EXHIBIT
tabbies VI A. 6.
11-02-23

Putnam County Board of Education
Agenda Request

Name of Person Making Request: Sheri Roberson

Department: Special Education

Phone Number of Person Making Request: 931-525-4708

_____X_____ Backup Included

_____ Backup to follow

Approval to purchase iPads (fifty (50) @ $294.00 each and two (2) at $299.00 each = $15,298.00) from Apple Store for Education Institution for system wide students with disabilities to be paid from the 141-71200-725-2152.

Sheri Roberson 10/25/23

Sheri Roberson, Special Education Supervisor Date

Corby King, Director of Schools Date

received
10-25-23

Proposal

Proposal Number

2111411110

Account Number/Name

62519

PUTNAM COUNTY BOE

Created On

10/23/2023

Created By

Angela Smith

141-71200-725-2152

Thank you for creating your proposal, details are provided below. You can access this proposal from your Apple Store for Education Institution by searching proposal number 2111411110.

Comments from Proposer:

Sheree Bernard-SPED

Item	Product / Description	Total Quantity	Unit Price	Total Price
1	MK2Y3LL/A 10.2-inch iPad Wi-Fi 64GB - Space Gray (Packaged in a 10-pack)	50	294.00	14,700.00 USD
2	MK2K3LL/A 10.2-inch iPad Wi-Fi 64GB - Space Gray	2	299.00	598.00 USD
			Subtotal	15,298.00 USD
			Estimated Tax	0.00 USD
			Total	15,298.00 USD

Please note that your order subtotal does not include sales tax or rebates. Sales tax and rebates, if applicable, will be added when your order is processed. Your order total may include estimated sales tax that is subject to change at the time your order is processed.

How to Order

If you would like to convert this Proposal to an order, log into your Apple Store for Education Institution and select 'Proposal' from the pull-down menu. Search for this Proposal by entering the Proposal Number referenced above.

Note: A Purchaser login is required to order. Visit your Apple Store for Education Institution to login

EXHIBIT
tabbies
VI A.7.
11-02-23

Putnam County Board Of Education
Agenda Request

Date: October 26, 2023

Department: Coordinated School Health/Student Services/Family Resources

Person Submitting: Shelia Barker

Account Number (if appropriate) N/A

Check one:

___X__ Backup included

_____Backup to follow

Statement to be included in board agenda packet:

Approval to purchase the Transformational Leader Toolkit/Training from WHYTRY along with 200 copies of the Resilience Breakthrough in the amount of $39,672.00 to be paid from The Resilient Schools Community Grant account 142-72210-524-941 to be used in training sessions with Putnam County School counselors.

Shelia Barker 10/26/23

Signature of Person Making Request Date

Signature of Director of Schools Date

received
10-26-23

WHYTRY

Putnam County Schools - Transformational Leader Toolkit/Training, 200 copies of The Resilience Breakthrough



Products & Services

Transformational Leader Toolkit - group rate	5 x $3,000.00

Transformational Leader Toolkit Initial Workshop - group	1 x $5,000.00
The Resilience Breakthrough: 27 Tools for Turning Adversity into Action Sharing real-life stories and a brutally honest analysis of his own experiences, Christian Moore equips you with twenty-seven resilience-building tools that you can start using today–in your personal life or in your organization	200 x $17.00
Transformational Leader toolkit - Renewal Includes the Transformational Leader Toolkit- Access for 12 months	6 x $1,500.00
Transformational Leader Toolkit- Follow up training Year 2 implementation training for School Leadership Teams. This training will help school leadership teams to continue to effectively deliver the toolkit workshops with their staff, and build capacity for strengthening teacher-student relationships, improving student engagement, and improving school culture.	1 x $7,000.00

One-time subtotal	$39,400.00
Shipping	$272.00
Total	$39,672.00

This quote expires on June 25, 2024

Purchase terms

Payment due in 15 days (net 15) upon receipt of requested invoice.

EXHIBIT
tabbies VI B.1
11-02-23

Putnam County School System

1400 E. Spring Street
Cookeville, TN 38506-4313
Ph: (931) 526-9777 | Fax: (931) 528-6942
www.pcsstn.com

Corby King
Director of Schools

ENGAGE INSPIRE ACHIEVE

Putnam County Board of Education
Agenda Request

Name of Person Making Request: Tim Martin

Date: October 23, 2023

RE: Cookeville High School
Softball Hitting Facility

Account Funding Code (if appropriate)

__X__ Backup included

_____ Backup to follow

Agenda Item for November 2, 2023, Board meeting.
~~Requesting~~ permission to ~~bid~~ issue an RFP for a softball hitting facility at Cookeville High School.

Tim Martin 10/23/23
Supervisor Date

Director of Schools Date

received
10-23-23

COOKEVILLE HIGH SCHOOL
SOFTBALL

Indoor Hitting Facility Project

Objective:

To have a 80' x 50' structure built to serve as an indoor hitting facility for the CHS Softball Team. At a later date; Phase 2 of our plan is to finish the area with turf and batting cages, frame in a locker room, storage room and coach's office, and possibly add an HVAC unit.

1. **Financial:**

Total Cost - $109,973 (before donated materials and labor)

- Building Plans
  - Donated by AEI.
- Excavation
  - Donated by Loftis Underground.
- Concrete Pad
  - Materials donated by Rogers Group (this will reduce the total cost for concrete from both estimates below).
  - Estimate for materials and labor performed by Summertown Metals - $19,400
  - Estimate for materials and labor performed by Mountain Barn Builders - $31,800
- Metal Building
  - Construction performed by Summertown Metals - $68,573.
  - Construction performed by R&B Metal Structures - $80,699.72
  - Construction performed by Troyer Post Buildings - $54,100
  - Construction performed by Mountain Barn Builders - $109,037
- Electrical
  - Labor for the installation of the electrical power wiring donated by MD Electric (this will reduce the total cost for electrical from D&D's original estimate below).
  - Materials and labor performed by D&D Enterprises - $22,000.

Total Money - $102,500

- CHS Softball Booster Club - $52,500
- CHS Athletic Fund - $50,000

2. **Building Plans & Location:**

Certified Architectural Building Plans are being completed by AEI in Cookeville and a floor plan has been included for your review. The building will be built behind the softball 1st base dugout, in the grass area between the softball field and the baseball field.

3. **Excavation:**

The area will need to be excavated and prepped prior to construction beginning. Loftis Underground in Cookeville has committed to excavating the area for this project free of charge.

4. **Concrete Pad:**

An 48' x 80' concrete pad will need to be poured. Some of the building construction companies have included this into their estimate. The softball booster club has contacted Rogers Group in Cookeville and they have agreed to donate the gravel rock needed for this project, which will decrease the overall cost

5. **Structure:**

This building will be completed by a certified Pole Barn or Metal Building Construction Company who is bonded and insured. Multiple companies have been contacted and their estimates are included for your review. Some of the estimates include the pouring of the concrete pad, as well as the metal building. Estimates also include siding, roof, 4 garage doors and 2 entrance/exit doors.

6. **Electrical:**

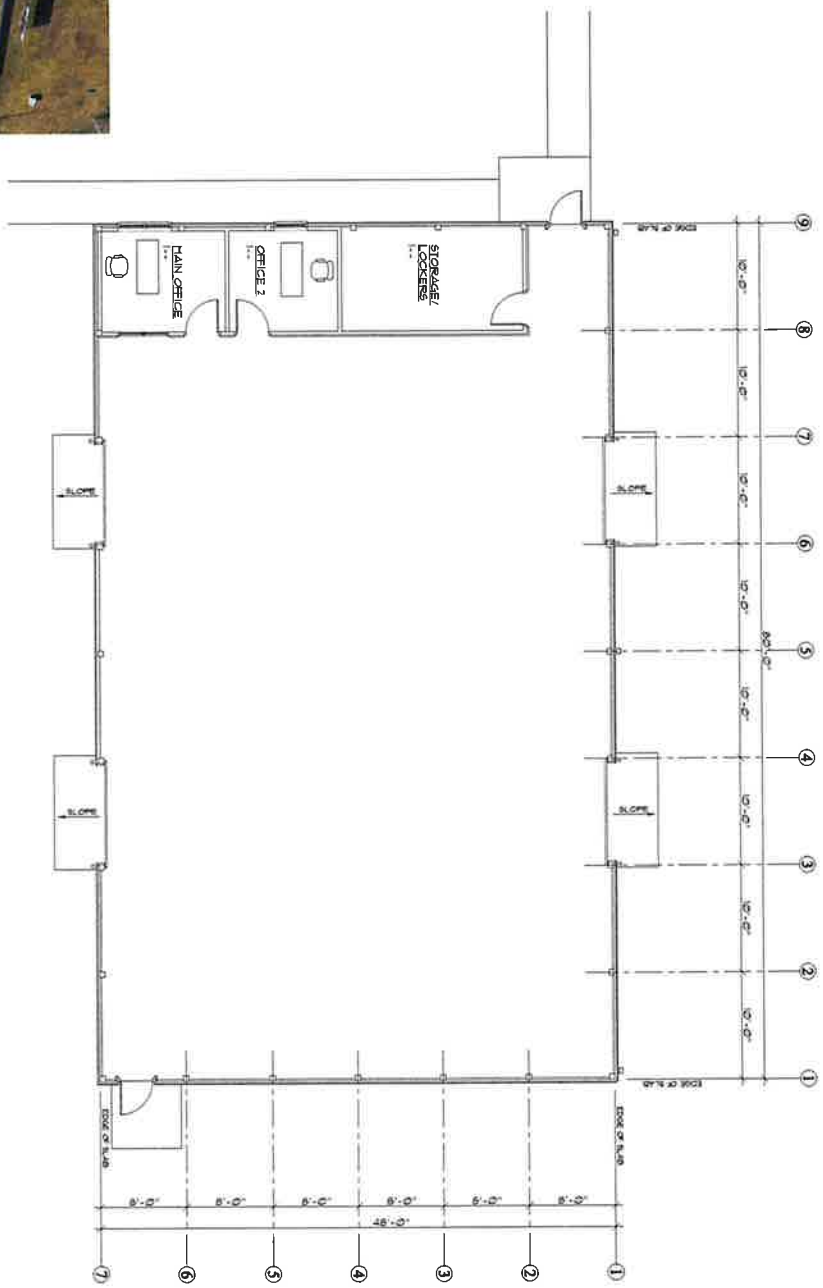
An Electrical estimate has been completed by D&D Enterprises. This estimate includes: Electric for lighting including 25 wall outlets, 20 LED light fixtures, 6 strip lights, a 200 amp 3 phase panel, a 200 amp 3 phase meter base and an indoor/outdoor HVAC unit. Their estimate has been included for your review. MD Electric has agreed to donate all labor for the installation of the electrical power wiring on this part of the project.



NORTH

SITE

SCALE: NTS"



NORTH

MAIN FLOOR PLAN

SCALE: 3/16" = 1'-0"

NOT FOR CONSTRUCTION 09/12/2023	A1.1	REVISIONS 1. 2019-06-06 CITY OF COOKEVILLE REVIEW RESPONSE 2. 2019-08-15 VENDER CHANGE 3. 4. 5.
	File #: 1508-A1.1.dwg Dwg. Name: MAIN SITE/FLOOR PLAN Date: Drawn By: LCM	T A F T

A NEW FACILITY FOR:

COOKEVILLE HIGH SCHOOL

SOFTBALL FACILITY

1 CAVALIER DRIVE

COOKEVILLE, TENNESSEE

Summertown Metals
Metal Lumber Tools
931-796-1521

Summertown Metals Estimate

3864 Summertown Highway Summertown TN 38483

This Building Estimate submitted from Summertown Metals LLC, on 8/10/2023, is valid for a period of 7 days and subject to terms and conditions.
Note: Price does not include Engineered plans any grading or site preparation. All legal fees and building permits are the full responsibility of Buyer.

Sales Rep:	KEVIN CHASE
Customer Name:	JORDAN WEBB
Customer Phone:	970 218-0588
Customer Email:	JWEBB1@PCSSTN.COM
Customer Address:	COOKEVILLE TN
Building Type:	ENCLOSED
Truss Type:	STEEL
Truss Overhang:	NONE
Building Width:	50'
Building Length:	80'
Building Height:	14'
Side Sheds:	NONE
Shed Truss Type:	NONE
Post/Stud Size:	8X8
Post Spacing:	10'
Roof Purlins: 2'O/C	2X6
Side Girts: 2'O/C	2X6
Roof Metal:	TBD
Wall Metal:	TBD
Wainscoting Metal:	NONE
Soffit Metal:	NONE
Trim:	TBD
Metal Fasteners:	Click or tap
Insulation/Type:	ASTROA RMOUR
Garage Doors:	4 10X10 INSULATED DOORS
Sliding Barn Doors:	Click or tap



Summertown Metals Estimate

3864 Summertown Highway Summertown TN 38483

Walk In Doors:	2 36"
Windows:	NONE
Cupola:	NONE
Concrete Floor:	4"
Materials/Tax/Delivery:	$51,205.00
Building Labor:	$17,368.00
Concrete Material/Labor:	$19,400.00

Notes: STAMPED ENGINEERED DRAWINGS WILL BE $2,400.00

IF SUMMERTOWN METALS NEEDS TO ACT AS GENERAL CONTRACTOR FOR PERMIT REASONS IT WILL ADD AN ADDITIONAL 20% TO THE COST. THERE ARE TIMES WHEN THE COUNTY OR CITY REQUIRES A GENERAL CONTRACTOR TO PULL PERMITS. IF THAT'S NOT THE CASE THEN THE CUSTOMER IS RESPONSIBLE FOR PULLING PERMITS IN THEIR NAME.

Building Estimate Total: ---------- $87,973.00

931-796-1521

Summertown Metals Estimate

3864 Summertown Highway Summertown TN 38483

Terms and Conditions

1.Payment Terms

1.1 Seller requires that a 20% deposit on materials be paid by Buyer to Seller on building packages at the time the contract is executed. The remaining balance is due upon delivery of materials and shall be paid in full at such time by Buyer to Seller. Seller accepts cash, checks, and most major debit and credit cards. All amounts $3,000.00 or above, if paid by credit/debit cards, will be charged a 3% fee at Seller's discretion. Past due accounts are subject to a monthly fee which will be calculated at the rate of 1.5% monthly interest rate.

1.2 Various circumstances beyond Seller's control such as but not limited to; delayed permit process, Buyer delays, HOA approval, backordered item availability, Independent Contractor schedule and lead times, garage door availability and installation schedule, and Buyer's site preparation can create situations where partial shipments from the Seller will be made to not cause undue hardship to the Seller. The Buyer agrees to pay the full balance due for all the materials indicated on the invoice and contract upon the first delivery of materials to the building site.

2.Cancelations, Returns and Refunds

2.1 Should Buyer decide to cancel their order for any reason after the contract has been signed, the Buyer will be subject to a 20% cancelation fee at the sole discretion of Seller. Additionally, the Buyer agrees to fully reimburse Seller of any Seller purchased special order items or custom fabricated material, such as but not limited to; garage doors, windows, trusses, metal and lumber at full retail cost.

2.2 The Seller reserves the right to cancel the contract at any time due to delays on the Buyer's behalf regardless of circumstance, after 60-days from the initial shipment date with no further obligations to the Buyer with Seller collecting the Buyers initial deposit as compensation for the time, labor, and overhead costs to process the purchase.

3. Postponement and Delays

3.1 Material Delays: Buyer must accept shipped materials within 60 days of original ship date set. If Buyer delays the ship date beyond the 60-day deadline, regardless of circumstances and at the Seller's discretion, the Buyer is subject to a price revision of material and labor costs and preapproved undisputable acceptance of the revised material and labor pricing up to but not to exceed current market rates. Once delivered Seller is no longer responsible for any damaged or stolen property.

3.2 Independent Contractor Delays: Buyer will allow Independent Contractors to begin construction within 30 days of material delivered. Buyer's postponement of construction date after the materials have been delivered can result in labor price revisions. Buyer's postponement of the Independent Contractors past the 60 days from initial ship date can result in revised labor rates up to but not exceed current market value or rates with Buyer foregoing dispute of new revised rates.

4. Changes to Order

4.1 Changing orders after signing of the original contract may result in fees up to 4% on the material package. Change orders are not permitted within 2 weeks of delivery date of materials. This may result in delays in shipment and construction of your building. Change order fees are to be at the discretion of the Seller and to not exceed the parameters above.

4. Returns

4.2 Seller guarantees quality, undamaged materials and products are shipped to Buyer, but should Buyer receive materials that are damaged or not according to the specifications in the contractual agreement, Seller will provide a refund or replacement of the missing or damaged materials that are not in compliance with the terms of the contractual agreement. Buyer must bring to the attention of the Seller all defects of material within 7 days of delivery, otherwise all material will be deemed accepted by the Buyer.

931-796-1521

Summertown Metals Estimate

3864 Summertown Highway Summertown TN 38483

Building Construction, Permits and site Preparation

5.1 Extra Material: All materials not used in construction of the purchased building according to the building specifications outlined in this contractual agreement will remain the property of Seller. Buyer agrees to not use extra material and must surrender material back to Seller. If Buyer fails to surrender the extra material at the request of the Seller, regardless of circumstance, the Buyer agrees to be charged the full material cost for each item not surrendered or used plus any applicable material pick up costs and fees. Buyer agrees to the estimated extra material unit count and price provided by the Seller for non-surrendered material to be charged back to the Buyer.

5.2 Independent Contractors:

a. Buyer agrees that they are acting as their own independent general contractor for the purpose of selecting subcontractors to perform the construction of their building. Seller will not be held responsible for any work performed by Independent contractors hired and paid by Buyer acting as their own general contractor.

b. Seller has a working relationship with a network of independent contractors who install materials sold by Seller. Seller will provide Buyer names of independent contractors to choose from for the construction of their building. Seller will coordinate with selected independent contractor for delivery of materials. Independent contractors are self-employed and are not employees of Seller and will be working directly for the Buyer who will pay the contractor directly for any and all services performed. Seller makes no claim or guarantee with respect to Independent Contractors and shall not be held Liable for their work or actions.

c. Independent Contractors are not responsible for issues arising from your building settling on your property or common hairline cracks in the concrete due to curing or settling.

d. At times, the Independent Contractor will be unable to dig down deep enough into the soil to set the posts to the proper specifications. Additional labor and costs, determined by the Independent Contractor, will apply to rent and operate the specialized equipment to break the rock in each post hole to reach the proper and necessary specifications.

If it is determined upon construction of the Buyer's building that the build site is unable to accommodate the post framed building without extensive time, costs, and labor due to rock impediment, the Buyer must decide to switch over to a monolithic slab build and incur the additional costs or continue with placing the posts into the ground and incur the costs associated.

If the Independent Contractors is unable to dig deep enough to place the footers for the monolithic concrete slab due to rock in the soil or other circumstances, the Buyer is liable for the additional costs associated with backfilling the build site to proper governing agency and engineering standards along with any compression testing that is required to complete the build.

5.3 Customer Responsible Site Preparation and cleanup:

a. Buyer will be responsible to provide a level, within 2-3 inches of grade, structurally sound surface free of rock and other objects which may impede construction. Buyer understands that site preparation is the responsibility of the Buyer and holds the Seller harmless of any ramifications, costs, or repairs of incomplete or improperly prepared sites.

b. Buyer will also be responsible for gravel cost when project includes concrete if applicable. Seller suggests 20 tons of ¾ inch gravel per 1,000sq ft of building space but does not guarantee this to meet your building needs. Seller does not provide any site inspections and can not accurately calculate how much gravel is needed for Buyer's site preparation.

c. Seller is not responsible for the Buyer's site geography or site preparation which does not properly align the new building with existing driveways, sidewalks, roof lines or buildings. The Buyer must communicate any alignment concerns to the Seller before the execution of this purchase building to allow for adjustments of material and labor to accommodate the misalignment. Buyer holds Seller harmless and accepts full liability of any misalignments from the new building to any existing structures, driveways or sidewalks.

d. Seller is not responsible for issues arising from your building settling on your property or common hairline cracks in the concrete due to curing or settling.

e. Buyer is responsible for the cleanup of any remaining debris or material remnants left over from the build process. Seller can coordinate with an independent roll-off dumpster contractor for an additional cost to the Buyer. Roll-off

dumpster service is not available in all areas.
5.4 Permits: All legal fees, building permits, and any other county and or city fees are the full responsibility of Buyer. Buyer will be responsible for any costs incurred as a result of building code requirements including but not limited to additional costs for blueprints, additional material and labor needed to meet the engineering standard set forth in the approved engineered drawings. Failure of Buyer to obtain the required permits, HOA approval or any other authorizing agency, association, or organization, regardless of circumstances, does not forego the responsibilities and financial commitment of the Buyer defined in this contract.
5.5 Site Access: Buyer is responsible for providing access to the job site capable of accommodating large trucks and equipment. Buyer holds the Seller and Independent Contractors harmless of any damage to the grounds, lawn, sidewalks, easements, and driveways from equipment, shipping trucks, or concrete trucks going to and from the work site. Failure to provide reasonable access to the job site will result in delays in the construction of your building and could incur additional charges to the Buyer such as but not limited to additional costs for a concrete pump truck or materials only being deliverable by small loads via a skid steer. If Buyer cannot provide reasonable and accommodatable access to the job site within 60 days from the initial ship date, then Seller reserves the right and discretion to cancel the contract at any time after the 60-day deadline, seizing the Buyer's initial deposit and charging the customer for any manufactured material or special-order items.

6. Legal

6.1 Cost of Suit: In the event either Buyer or Seller shall bring any action or legal proceeding for damages for an alleged breach of any provision of this contract, the prevailing party shall be entitled to recover, as a part of such action or proceeding, reasonable attorneys' fees and court costs, including reasonable attorneys' fees and costs for appeal, as may be fixed by the court or jury. Buyer agrees that all legal action taken under the terms of this contract will occur in Lewis County, Tennessee and the laws of the State of Tennessee will govern all actions brought.
6.2 Dispute Resolution: All claims, disputes and questions arising out of or relating to this Agreement, its formation, execution, or performance, or the breach thereof, shall be decided by arbitration under the Construction Industry Rules of the American Arbitration Association. The award of the arbitrator or arbitrators may be entered in any court of record that would have otherwise had jurisdiction of the dispute(s) decided by the arbitrators. The prevailing party to an arbitration shall be entitled to receive in addition to its actual damages, an award of its attorney fees, expert witness fees, and the costs of the arbitration. Any claims of subcontractors of Seller may upon request of Seller, be joined with any arbitration proceeding by Seller against Buyer. Arbitration shall be commence by the filing, in writing, of a demand with the other party to this Agreement and the parties agree that the arbitration shall be held in Hohenwald, Tennessee, unless otherwise agreed to at the time of the initiation of the arbitration demand.
6.3 Failure to Perform: In the event that Seller is delayed, directly or indirectly, from the performance of any act required under the terms hereof by acts of God, fire, floods, inclement weather, unreasonable or arbitrary failure of governmental authorities to deliver or perform any government approvals, permits, inspections or similar official functions, strikes, acts of war, riot and civil commotion, or by any similar cause reasonably beyond the control of the Seller as the case may be, such failure shall not be deemed a violation or breach of this contract. Seller's commitment to the contract is withstanding and performance to execute will resume when reasonably possible.

PUTNAM COUNTY SCHOOL SYSTEM

Webb, Jordan <jwebb1@pcsstn.com>

Here's Your Custom Design and Estimate! (#1695659513611017)

1 message

R&B Metal Structures <orders@rbmetal.com>
To: jwebb1@pcsstn.com

Mon, Sep 25, 2023 at 11:31 AM

R&B METAL STRUCTURES

R & B Metal Structures
979 Highway 42 South
Jackson, GA 30233
866-238-3501
orders@rbmetal.com

Customer Order - **Sep 25, 2023**

Ship To

Name Cookeville High School | Order # 1695659513611017
Install Address 1 Cavalier Dr
City cookeville | State TN | Zip Code 38501
Email jwebb1@pcsstn.com | Phone # 970 218 0588 | Mobile #

Style:	Widespan	50' Width	X	82' Length	X	14' Post Height	
Roof Overhang:	6"						
Roof Style:	A-Frame Vertical						
Leg Style:	Ladder Legs						
Brace:	Corner Brace - 60"						

Color

Roof	Ivory ☐
Trim:	White ☐
Siding:	Ivory ☐

Anchoring & Site Preparation

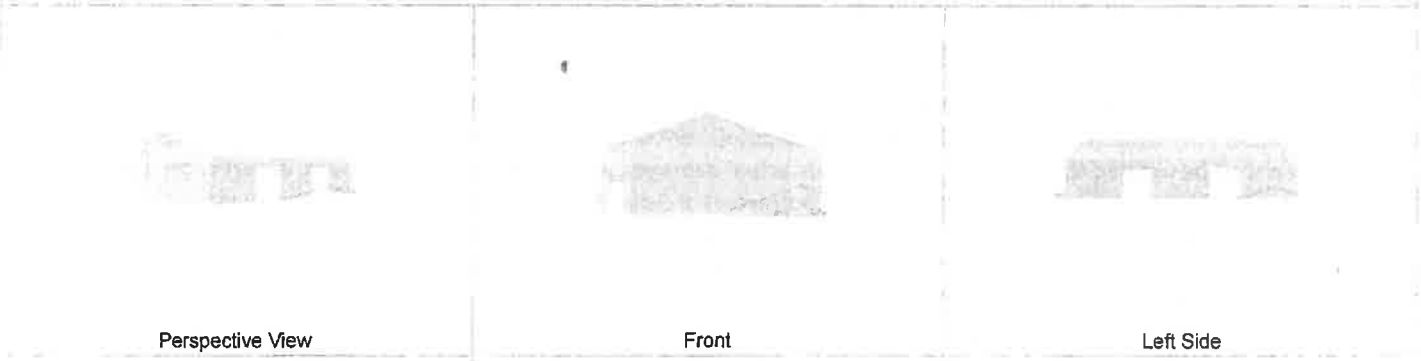
Order or Estimate: This is an **estimate or quote, not an actual order.**

Design Link & Notes

Design Link: https://idearoom.randbmetalstructures.com/#01cf76eba8cf212d0c3ab723b2861881

Notes, Comments, Questions quoted by Josh at R&B in Gainesboro, talked with Coach Webb

Do you want us to contact you? No, I am simply exploring building options right now.



Perspective View | Front | Left Side



Right Side | Back

Description	Quantity	Amount
Structure Details		
Style: Widespan	1	-
Base Price: 50'x82'	1	$36,220.00
Roof: Ivory	1	-

	Trim Colors: White	1	-
	Wall Siding: Ivory	1	-
	Chain Hoist Roll Up Door: White	1	-
	Roof Style: A-Frame Vertical	1	-
	Roof Pitch: 4/12	1	-
	Roof Overhang: 6"	1	-
	Trusses: Widespan	1	-
	Leg Style: Ladder Legs	1	-
	Brace: Corner Brace - 60"	1	-
	Engineer Certified: Certified - 140 MPH Winds, 30PSF Snow Load	1	-
	Leg Height: 14'	1	$6,104.00
	Left Side: Fully Enclosed	1	$2,874.00
	Left Side Siding: Vertical	1	-
	Right Side: Fully Enclosed	1	$2,874.00
	Right Side Siding: Vertical	1	-
	Front End: Fully Enclosed	1	$5,003.00
	Front End Siding: Vertical	1	-
	Back End: Fully Enclosed	1	$5,003.00
	Back End Siding: Vertical	1	-
	Roll Doors		
	10' x 10' Chain Hoist Rollup Door	4	$4,048.00
	Doors		
	Walk-in Door (34 x 80)	2	$530.00
	Frameouts		
	Corner Style: Square	4	-
	Additional Options		
	Widespan Labor Rate		$17,299.95
	Telescopic Lift / Labor Charge (Widespan Building up to 14' Tall)		$1,120.00
	29 Gauge 40-year Panels (Better) - includes colored screws		$5,807.80
	Additional Fees		
	Side Entry Up To 12' Wide (Rollup Door)	4	$736.00
		Subtotal:	$69,199.80
		Labor:	$18,419.95
		Sales Tax:	Exempt-
		Total Order Amount:	$87,619.75
		Deposit Required to Order:	$6,919.98
		Final Balance Due at Installation:	$80,699.77

Customer Signature:

Date:

Desired Delivery Date:

Delivery Notes:

Dealer or Manufacturer Signature:

Date:

TERMS, CONDITIONS AND WARRANTIES

No Agency. The dealer responsible for placing this order is not an agent of R&B Metal Structures, Inc. ("Seller"). The dealer is solely granted the express and limited authority to collect the deposit on any purchased structure. Seller has the right to correct any errors made by individual dealers concerning pricing or taxes. No agreements, representations, warranties, or communications, whether oral or written, made by the dealer shall be binding upon Seller unless said agreement, representation or warranty is in writing and signed by Seller. Refund policies of deposits are at the sole discretion of the dealer.

Acceptance\Rejection of Order and Cancellation of Contract: All orders are subject to approval by Seller before they become a binding contract. Upon approval, Buyer may request an invoice number within 48 hours of Sellers receipt of said order. At any time prior to the installation of the structure, Seller expressly reserves the right to reject this contract by written notice to the Buyer. Upon giving such notice, Seller will refund any deposit received from buyer. Buyer agrees that such refund shall be t he buyer's sole and exclusive remedy for any alleged damages resulting from such cancellation. The buyer hereby expressly waives, surrenders, and relinquishes any and all claims, affirmative defenses and equitable defenses resulting from the cancellation of this contract prior to installation of the structure. In the event buyer cancels this contract prior to installation, buyer expressly consents to the forfeiture of their deposit

and\or additional payments to be retained by Seller as liquidated damages for buyer's termination of this contract. This provision shall be in addition to any legal or equitable right the Seller may have for a breach of this agreement by Buyer and shall not serve as a waiver or be the exclusive remedy of Seller upon a breach by Buyer.

Buyer's Responsibilities and Indemnification: Prior to installation of the structure, buyer shall obtain all relevant, necessary and required permits or other authorization required by local, state or federal agencies and the approval of any homeowner's association for the lawful erection of the structure on the site designated by the buyer. If the buyer fails to obtain any necessary or required permit/authorization, said failure voids any and all warranties otherwise applicable to the structure. Seller shall install the structure on the site designated by the buyer upon the property specified on the face of this contract. However, should the Seller deliver the unassembled structure and installation is not completed due to the buyer's failure to comply with this contract or by failure to prepare the site, Seller may, in its sole discretion, terminate this contract and retain the buyer's deposit as liquidated damages for the buyer's breach. Buyer shall fully defend, indemnify and hold Seller harmless from and against, any and all liquidated or actual damages, including but not limited to Sellers reasonable and necessary attorneys' fees, resulting from a failure to obtain all relevant, necessary and required permits or other authorization required by local, state or federal agencies and the approval of any homeowner's association for the lawful erection of the structure on the site designated by the buyer.

Site Preparation: Buyer expressly acknowledges and agrees to comply with Seller's site preparation requirements. Seller's requirements are as follows: a) the site for the structure must be level; b) the buyer must remove all electrical wires located less than ten (10) feet above the intended height of the structure; c) the buyer must remove all underground utility lines within the structure site; d) the buyer must mark all underground utility lines within twenty (20) feet of the structure's intended footprint. In addition to the site preparation requirements, buyer agrees to provide a clear right of way and an unimpeded work space for the erection of the structure. Seller may, in its sole discretion, determine that the site is not properly prepared or is unsafe for erection of the structure. Upon a determination that the site is not suitable to begin erection of the structure, Seller reserves the right to terminate this contract. In the alternative, buyer gives Seller the authority to make improvements reasonably necessary for the erection of the structure. Any work done by the Seller to finish site preparation shall be completed at a pre-negotiated rate, determined by an authorized representative of Seller. **Buildings installed, at the insistence of the buyer, on unlevel, temporary or makeshift foundations shall void any and all warranties and be accepted AS IS by buyer.**

Scheduling Delivery and Installation: Seller will make a good faith effort to deliver and erect the structure within sixty (60) days of Seller's execution of this contract and will notify buyer five to ten (5-10) days prior to delivery. Any special delivery requests of the buyer must be presented to the Seller in writing before the erection of the structure has been scheduled.

Change Orders: No change, modification, or alteration in the structure or its specifications are binding upon Seller unless said change, modification or alteration is requested by the buyer by written change order which has been approved by Seller. Buyer hereby expressly consents to the change in price which may result from any approved change, modification or alteration.

Warranty: Visit www randbmetalstructures com/warranty for more information

Payment Terms: Buyer agrees to pay the purchase price of the structure in full at the time of installation, including any increase due to buyer's change orders. If any payment made by buyer is dishonored for any reason, the remaining unpaid balance on the structure shall bear interest at the rate of one and one-half (1.5%) percent per month until paid in full. In the alternative, and at Seller's sole discretion, failure to pay the purchase price in full for any reason may result in the removal of the structure from the buyer's possession and forfeiture of the buyer's deposit as liquidated damages. Upon a failure of the buyer to pay for the structure in full, buyer gives their express permission for Seller to enter onto the buyer's premises for the sole purpose of removing the structure. All payments, less and except the deposit, are to be made directly to Seller and not to the dealer. Buyer shall not pay dealer an amount exceeding the required down payment. In the event the buyer pays the dealer an amount above the required down payment, the buyer does so at their own risk. Buyer agrees to forever release and relinquish any claims against Seller resulting from amounts paid to the dealer exceeding the required down payment. (Rent to own, if buyer breaches RTO contract, resulting In repossession, buyer gives Seller express permission to enter property to remove the structure at Seller's convenience.) with employee's, contractors, or customers at sellers leisure.)

Attorney's Fees: In the event Seller must retain an attorney at law to enforce any of the terms and conditions of this Contract, Seller shall be entitled to recover costs and expenses actually incurred, including reasonable attorney's fees.

Check Policy: If a check written by buyer is returned due to insufficient funds, buyer will be assessed a processing fee as allowed by law, which shall be no less than twenty dollars ($20.00). Severability: The invalidity or unenforceability of any particular provision of this contract shall not affect any other provision hereof, and this contract shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Waivers: No waiver or modification of this Agreement or of any covenant, condition or limitation contained herein shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as provided herein. The parties hereto further agree that the provisions of this paragraph may not be waived except in accordance herewith. The failure of any party hereto to exercise or otherwise act with respect to any of such party's rights hereunder in the event of a breach of any of the terms or conditions of this Agreement by any other party shall not be construed as a waiver of such breach, nor thereafter prevent such party from enforcing strict compliance with any and all of the terms and conditions of this Agreement.

Governing Rules and Laws: It is the intention of the parties hereto that this Agreement and the performance hereunder be construed in accordance with and under and pursuant to the laws of the State of Georgia and that in any action, special proceedings or other proceedings that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Georgia shall be applicable and shall govern to the exclusion of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Authority: Each person executing or attesting this Agreement warrants and represents that they are fully authorized to do so. Each person also stipulates that they have been afforded an adequate opportunity to review this Agreement and that all signatures are given knowingly, voluntarily, and with full awareness of the terms contained herein.

Complete Agreement: This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the matters contemplated by this Agreement. No warranties, representations or other statements made outside this writing, either before, simultaneous with, or subsequent to this Agreement, have been relied upon by either party, nor are any such warranties, representations or other statements binding upon either party.
Pricing Table (For Internal Use): - Default Region



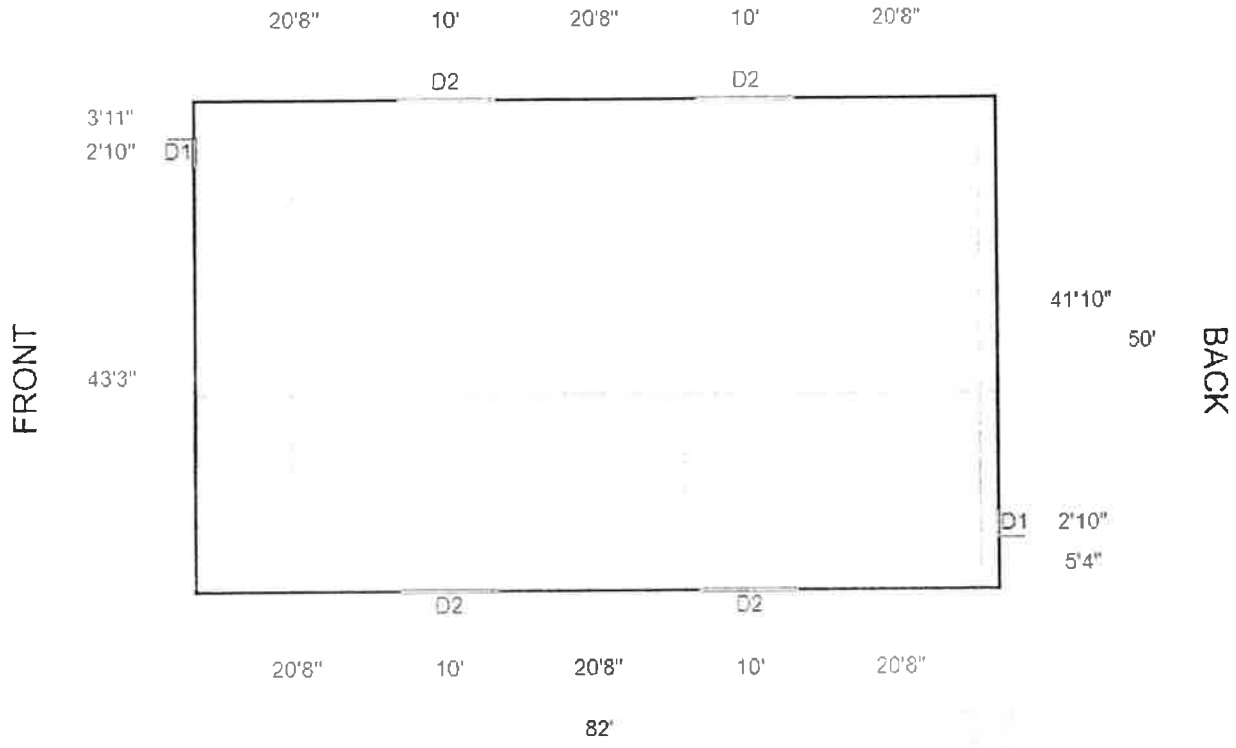
This estimate is provided by R & B Metal Structures. Use of this estimate with any other company violates the terms and conditions of R & B Metal Structures and will be subject to legal action.

R & B Metal Structures
979 Highway 42 South
Jackson, GA, 30233
866-238-3501
orders@rbmetal com

FLOOR PLAN

R&B METAL STRUCTURES

LEFT SIDE



RIGHT SIDE

= 1ft

D1	Walk-In Door (34 x 80)	D2	10' x 10' Chain Hoist Rollup Door
	Closed Wall		

#1695659513611017

TROYER
POST BUILDINGS

Estimate

EST-003120

21745 Clarkrange Highway
931-839-6771
Monterey Tennessee 38574

Bill To
Jordan Webb -- jwebb1@pcsstn.com
970 218-0588
1 Cavalier Dr.
Cookeville, TN
38501

Ship To

Estimate Date : September 21, 2023
Expiration Date : October 21, 2023
Sales person : Michael Buckner

Item & Description	Price
48x80x14 Fully Enclosed Building	
Fully Enclosed Building 8 x 8 pressure treated posts on eaves 6 x 6 pressure treated post on gables 160lb of concrete per post 4/12 pitch steel trusses, no overhangs 2 x 6 roof lath 2 x 6 Wall Purlins #1 40 warranty 29 gauge painted metal 4 - 10Wx10H garage door opening (Framing only, garage doors not included) 2 - 36" mandoor installed Vapor barrier on roof for condensation Price includes materials, labor, delivery, and taxes Not built on concrete pad (No concrete or groundwork included) ***To add 4 - 10x10 white panel non insulated garage doors, additional $6,785.00*** ***If built on concrete pad: additional $2,100.00 for permacolumn brackets to mount posts*** ***Taxes on materials can be deducted if tax exmeption documentation provided***	54,100.00

Total $54,100.00

Terms & Conditions

This Sales Contract made and entered into with (ABOVE NAME) hereinafter designated as Buyer, and Troyer Post Buildings, hereinafter designated as Seller. Per ESTIMATE and this Contract, Seller to provide the building materials package needed to construct building with the parameters listed below under Project Plans and Specifications, provide shipping of materials, and provide coordination services to Buyer which will consist of assisting with the scheduling of a independent builder(s) and providing Buyer scheduled start date(s) and builder(s) contact information. Buyer agrees, binds, and obligates him/herself to pay Seller for the building materials, delivery, and garage door installation fee, if applicable, for the contracted sum outlined below along with any additional costs including, but not limited to, Change Orders and additional work performed. Building labor is provided by an Independent Builder who will work directly for Buyer and whom Buyer will pay directly. Buyer understands Seller is not liable or

responsible for work performed by Independent Builder

A. Customer Responsible Site Preparation

1. Buyer will be responsible to provide a level (within 2-3 inches of grade) structurally sound surface free of rock and other objects which may impede construction. Buyer understands that site preparation is the responsibility of Buyer. Buyer hereby holds Seller, its owners, executives and employees harmless as to any costs or repairs, liabilities, or other damages associated with incomplete or improperly prepared sites.

2. Seller is not responsible for Buyer's site geography or site preparation which does not properly align the new building with existing driveways, sidewalks, roof lines of buildings. Buyer must communicate any alignment concerns to Seller before the execution of this purchase contract to allow for adjustments of material and labor to accommodate the misalignment. Buyer holds Seller harmless, and Buyer accepts full responsibility and liability for any misalignments from the new building to any existing structures, driveways, or sidewalks.

B. Permits

All legal fees, building permits and any other state, county, city or municipality fees are the full responsibility of Buyer. Buyer will be responsible for any costs incurred as a result of building code requirements, including but not limited to additional costs for blueprints, additional material and labor needed to meet the engineering standard set forth in the approved engineered drawings. Failure of Buyer to obtain the required permits, HOA approval or any other authorizing agency, association or organization, regardless of circumstances, does not forego the responsibility and financial commitment of Buyer defined in this contract.

C. Utilities

All underground utilities will be properly marked by Buyer prior to the construction of the building. The site must be free from all overhead utilities in the path of the building. The site must be free from all obstructions that may cause harm to the Independent Builder.

D. Site Access

Buyer is responsible for providing access to the job site capable of accommodating large trucks and equipment. Buyer holds Seller, its owners, executives and employees, and Independent Builder harmless for any damage to the grounds, lawn, sidewalks, easements, and driveways from equipment and shipping trucks going to and from the work site. Buyer failure to provide reasonable access to the job site will result in delays in the construction of Building and could incur additional charges to Buyer, such as, but not limited to, additional costs for materials only being deliverable by small loads via a skid steer. If Buyer cannot provide reasonable access to the job site, as determined by Seller, within 60 days from the initial ship date, then Seller reserves the right and discretion to cancel the contract at any time after the 60-day deadline and charge the customer for any manufactured material or special-order items.

E. Building Use

Buyer understands that a Post Frame Building, also known as a *Pole Barn, Shop or Garage* with the post framing is intended for farm, agricultural and storage use only. Seller hereby warns Buyer to check with their local governing building code department for building requirements. Seller strictly and unequivocally discourages Buyer from deviating from the building's original intended use and creating a post frame building as a residential home or living space. Buyer accepts full responsibility for all costs, damages, delays or any other liability associated with making a post frame building into a residential home or living space with, and hereby holds Seller, its owners, executives, and employees harmless for any and all liability.

Additional Terms & Conditions

Independent Builder

1. Buyer agrees that they are acting as their own general contractor for the purpose of selecting an Independent Builder and/or subcontractors to perform the construction of their building. Seller will not be held responsible for any work performed by Independent Builders hired and paid by Buyer, acting as their own general contractor.

2. Upon request, Seller will provide Buyer names of Independent Builders for the construction of their building. Seller will coordinate with Buyer selected Independent Builder for delivery of materials. Independent Builders are self-employed and self-insured and are not employees of Seller. Independent Builder will be working directly for Buyer who will pay Independent Builder directly for any and all services performed. **Seller makes no claim, warranty, or guarantee with respect to Independent Builders and cannot be held liable for their work or actions. Buyer agrees to hold Seller, its owners, executives, and employees harmless and to indemnify Seller as to any claim or damage associated with Independent Builders work or services.**

3. At times, the Independent Builder will be unable to dig down deep enough into the soil to set the posts to the proper specifications, which would incur additional labor and costs to rent and operate the specialized equipment to break the rock in each post hole to reach the proper and necessary specifications. These additional expenses are the responsibility of Buyer.
If it is determined upon construction of Buyer's building that the build site is unable to accommodate the post framed building without extensive time, cost, and labor due to rock impediment, Buyer has the option to switch over to a monolithic slab build and incur the additional costs or continue with placing the poles into the ground and incur the costs associated.
If the Independent Builder is unable to dig deep enough to place the footers for the monolithic concrete slab due to rock in the soil or other circumstances, Buyer is liable for the additional costs associated with backfilling the build site to proper governing agency and engineering standards, along with any compression testing that is required to complete the build.

Extra Material
All materials not used in construction of the purchased building, according to the building specifications outlined in this Contract, will remain the property of Seller. Buyer agrees to avoid using extra materials and must surrender all extra material back to Seller. If Buyer fails to surrender the extra material upon request of Seller, regardless of circumstance, Buyer agrees to pay the full material cost for each item not surrendered or used plus any applicable material pick-up costs and fees charged by Seller. Buyer agrees to the estimated extra material unit count

and price provided by Seller for non-surrendered material to be charged back to Buyer

1 Payment terms
Seller requires that materials, handling and applicable taxes be paid upon scheduled delivery Seller accepts cash, checks and most major credit/debit cards Seller bases selling price on a cash/check basis Therefore if a credit/debit card is used for payment these charges are subject to current processing fees (available upon request) Buyer is prohibited from reversing payment and shall pay all costs and expenses associated with charge backs or NSF

2 Cancellations and Refunds
Should Buyer decide to cancel their order for any reason after the contract has been signed Buyer will be subject to a 20% cancellation fee at the sole discretion of Seller Additionally, Buyer agrees to fully reimburse Seller for any special order items or custom fabricated material Such as but not limited to garage doors, windows trusses metal and lumber at full retail cost

3 Changes to Order:
Change Orders after signing of the Contract may result in fees up to 4% on the material package Change Orders are not permitted within 2 weeks of delivery date of materials This may result in delays in shipment and construction of the Building Change Order fees applied solely at the discretion of Seller

4 Returns
Seller provides limited guarantee of quality undamaged materials and products shipped to Buyer But should Buyer receive materials that are damaged or not according to the specifications in the Contract, Seller will provide a refund or replacement of the missing or damaged materials that are not in compliance with the terms of the Contract Buyer must bring to the attention of Seller all clearly visible defects of materials within 48 hours of delivery, otherwise all materials will be deemed accepted by Buyer

5 Legal
A Cost of Suit. In the event either Buyer or Seller shall bring any action or legal proceeding for damages for an alleged breach of any provision of this Contract, the prevailing party shall be entitled to recover as a part of such action or proceeding reasonable attorneys' fees and court costs, including reasonable attorneys' fees and costs for appeal, as may be fixed by the court or jury. Buyer agrees that all legal action taken under the terms of this Contract will occur in Putnam County, Tennessee regardless of choice of law provisions, and the laws of the State of Tennessee will govern all actions brought Seller is not liable or responsible for any incidental or consequential damages to Buyer.

B Dispute Resolution All claims, disputes and questions arising out of or relating to this contract or the breach thereof shall be decided by arbitration under the Construction Industry Rules of the American Arbitration Association The Award of the arbitrator or arbitrators may be entered in any court of record with jurisdiction over the dispute(s) decided by the arbitrators The prevailing party to any arbitration shall be entitled to receive in addition to its actual damages an award of its reasonable attorneys fees expert witness fees and the costs of the arbitration Any claims of subcontractors may be joined with any arbitration proceeding by Seller against Buyer Arbitration shall be commenced by the filing, in writing of a demand with the other party to this Agreement and the parties agree that the arbitration shall be held in Cookeville, Tennessee unless otherwise agreed to at the time of the initiation of the arbitration demand

C Seller Delay in Performance" In the event that Seller s performance is delayed directly or indirectly by acts of God, fire floods, inclement weather, unreasonable or arbitrary failure of governmental authorities to deliver or perform any government approvals permits inspections or similar official functions strikes acts of war, riot and civil commotion or by any similar cause reasonably beyond the control of Seller as the case may be, such failure shall not be deemed a violation or breach of this Contract Seller s commitment to the Contract and performance will resume when reasonably practicable

Signatures
By signing this contract Buyer agrees to the Terms and Conditions contained herein In the event Buyer fails to make any payment, time being of the essence, Buyer is responsible for all reasonable legal fees incurred as a result of any Collection s activity

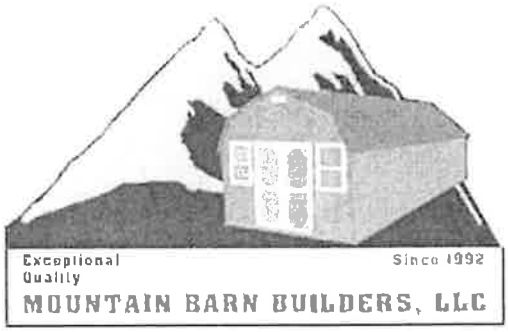
PUTNAM COUNTY SCHOOL SYSTEM

Webb, Jordan <jwebb1@pcsstn.com>

Your quote for a A-Frame Vertical from Mountain Barn Builders

1 message

mbb1@mountainbarnbuilders.com <mbb1@mountainbarnbuilders.com> Fri, Sep 29, 2023 at 9:16 AM
To: jwebb1@pcsstn.com



Hi Jordan Webb Cookville Highschool !

This is {YOUR_NAME}! Have you had a chance to look over the quote we discussed? Do you have any questions that we can answer for you?

Quote Number: 107-CP-44955
Style: A-Frame Vertical
Size: 48x80
Options: 1 - Leg Height: 14ft
1 - Left Side: Fully Enclosed
1 - Right Side: Fully Enclosed
1 - Front End: Fully Enclosed
1 - Back End: Fully Enclosed
1 - Equipment Fee
2 - Walk-in Door (36x80)
1 - 2
1 - 2" Vinyl Back Insulation:All Sides

Price: $109,037.00

This quote expires 10 days after 2023-09-29
If you have any questions about this, please don't hesitate to reach out! You can contact me at (931) 863-8030 or {EMAIL_ADDRESS}!

"And whatever you do, do it heartily, as to the Lord and not to man."

~Colossians 3:23

Mountain Barn Builders

6540 South York Hwy. CLARKRANGE, TN, 38553

PUTNAM COUNTY SCHOOL SYSTEM

Webb, Jordan <jwebb1@pcsstn.com>

Your quote for a concrete pad from Mountain Barn Builders

1 message

mbb1@mountainbarnbuilders.com <mbb1@mountainbarnbuilders.com> Fri, Sep 29, 2023 at 9:16 AM
To: jwebb1@pcsstn.com

Exceptional Quality Since 1992
MOUNTAIN BARN BUILDERS, LLC

Hi Jordan Webb Cookville Highschool !

This is {YOUR_NAME}! Have you had a chance to look over the quote we discussed? Do you have any questions that we can answer for you?

Quote Number: 107-PL-41431
Style: concrete pad
Size: 48x80
Options: 1 - Plumbing (rough estimate)

Price: $31,800.00

This quote expires 10 days after 2023-09-29
If you have any questions about this, please don't hesitate to reach out! You can contact me at (931) 863-8030 or {EMAIL_ADDRESS}!

"And whatever you do, do it heartily, as to the Lord and not to man."

~Colossians 3:23

Mountain Barn Builders

6540 South York Hwy, CLARKRANGE, TN 38553

General Contracting · Plumbing · Electrical
(931) 526-1320

September 27, 2023

Jordan Webb

Email: dlancaster@chccompanies.com

Cavalier Softball
1 Cavalier Dr

Electrical:
To Include: All electrical work required for the 3,480 sq ft practice facility. Price is based on the installation of 20 LED light fixtures in the main practice room, 6 additional strip lights in the 2 offices and the storage/locker room, 6 wall packs at each exterior door, 1-200 amp 3 phase panel,1-200 amp 3 phase meter base, an indoor and an outdoor HVAC units as sized by CHC, 25 convenience outlets in the offices and storage room and main practice room. All labor, material, light fixtures, and permits required for a complete installation.
Not Included: Any work or fees required to get from the meter base on the side of the building to the nearest power source as determined by the power company.

Estimated Cost ——— **$ 22,000.00**

We appreciate your business and look forward to working with you!

Sincerely,

Joel Deason

D&D Enterprises, Inc.

Putnam County Revenue Budget

Department: Federal Programs

September 22,2023

EXHIBIT
tabbies VII C 1a
11-02-23

Item #	Fund	Account #	Subfund	Account Description	Current Approved Amount	Decrease	Increase	Requested Approval Amount
1		141-39000		REVENUE			38,000.00	38,000.00
						Increase	Decrease	
	141	71100-116-	02520	Teachers				-
	141	71100-163-	02520	Assistants				-
	141	71100-189-	02520	Other Salaries and Wages				-
	141	71100-198-	02520	Non-Certified Substitutes				-
	141	71100-201-	02520	Social Security				-
	141	71100-204-	02520	State Retirement				-
	141	71100-206-	02520	Life Insurance				-
	141	71100-207-	02520	Medical Insurance				-
	141	71100-208-	02520	Dental				-
	141	71100-210-	02520	Unemployment Compensation				-
	141	71100-212-	02520	Medicare				-
	141	71100-429-	02520	Instructional Supplies				-
	141	71100-722-	02520	Instructional Equipment				-
	141	72130-599-	02520	Other Charges				-
	141	72210-189-	02520	Other Salaries and Wages		19,250.00		19,250.00
	141	72210-201-	02520	Social Security		1,194.00		1,194.00
	141	72210-204-	02520	State Retirement		1,324.00		1,324.00
	141	72210-206-	02520	Life Insurance				-
	141	72210-207-	02520	Medical Insurance				-
	141	72210-208-	02520	Dental				-
	141	72210-210-	02520	Unemployment Compensation				-
	141	72210-212-	02520	Medicare		279.13		279.13
	141	72210-355-	02520	Travel				-
	141	72210-399-	02520	Contracted Services				-
	141	72210-499-	02520	Other Supplies and Materials		15,952.87		15,952.87
	141	72210-524-	02520	Professional Development				-
	141	72210-599-	02520	Other Charges				-
	141	72210-790-	02520	Other Equipment				-
	141	99100-504-	02520	Indirect Costs				-
								-
						38,000.00	38,000.00	

Explanation: This NoVo Teacher Morale and Retention Grant budget revenue is required in order to allocate carryover funds

Requested by: Oscar L Yarbrough
Supervisor

Recommended for Approval:
Official / Department Head

Reviewed by: Mark McCrary 10/20/23
Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval No Recommendation Date:

received
10-23-23

Action by County Commission: Approval Non-Approval Date:

Putnam County **Budget Amendment** / Line Item Transfer Authorization Form

Department: Career & Technical Education - ISM Grant

DATE: Oct 16, 2023

EXHIBIT VII C. 16. 11-02-23

Item #	Account #	Account Description	Current Approved Amount			Requested Approval Amount
	Revenue			Increase	Decrease	
1	141 R 46590 000 000 02518 000	State Reveune	-	$472,747.00	$0.00	$472,747.00
		Total Revenue	-	**$472,747.00**	**$0.00**	**$472,747.00**
	Expenditures			Decrease	Increase	
1	141 E 71300 116 000 02518 008	Certified Teachers	-		$144,900.00	$144,900.00
2	141 E 71300 162 000 02518 008	Clerical Personnel	-		$7,029.00	$7,029.00
3	141 E 71300 189 000 02518 008	Other Salaries Wages	-		$0.00	$0.00
4	141 E 71300 201 000 02518 008	Social Security	-		$8,716.14	$8,716.14
5	141 E 71300 204 000 02518 008	State Retirement	-		$10,370.25	$10,370.25
6	141 E 71300 206 000 02518 008	Life Insurance	-		$33.60	$33.60
7	141 E 71300 207 000 02518 008	Medical Insurance	-		$37,992.96	$37,992.96
8	141 E 71300 208 000 02518 008	Dental	-		$398.52	$398.52
9	141 E 71300 212 000 02518 008	Employer Medicare	-		$2,038.14	$2,038.14
10	141 E 71300 217 000 02518 008	TCRSS (new retire plan)	-		$0.00	$0.00
11	141 E 71300 429 000 02518 008	Instructional Supplies and Materials	-		$18,000.00	$18,000.00
12	141 E 71300 499 000 02518 008	Other Supplies and Materials	-		$0.00	$0.00
13	141 E 72130 524 000 02518 008	Inservice/Staff Development	-		$9,000.00	$9,000.00
14	141 E 71300 730 000 02518 008	Vocational Instruction Equipment	-		$234,268.39	$234,268.39
15	141 E 72710 729 000 02518 008	Transportation Equipment	-		$0.00	$0.00
16	141 E 76100 399 000 02518 008	Other Contracted Services	-		$0.00	$0.00
		Total Expenditures	-	**$0.00**	**$472,747.00**	**$472,747.00**
		Total Revenue less Total Expenditures	-	**472,747.00**	**$472,747.00**	**$0.00**

Explanation: To allocate Innovative School Models (ISM) grant state funding to expenditure accounts for the 2023/24 school year. (AMS)

Requested by: _____ 10/16/23
Supervisor

Recommended for Approval: _____
Official / Department Head

Reviewed by: _____ 10/17/23
Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval No Recommendation Date: _____

Action by County Commission: Approval Non-Approval Date: _____

received 10-23-23 SR

Putnam County **Budget Amendment** / Line Item Transfer Authorization Form

Department: Career & Technical Education - ISM Grant

DATE: Oct 16, 2023

EXHIBIT tabled VI C.1c 11-02-23

Item #	Account #	Account Description	Current Approved Amount	Increase	Decrease	Requested Approval Amount
	Revenue					
1	141 R 46590 000 000 02518 000	State Reveune	-	$926,877.53	$0.00	$926,877.53
		Total Revenue	-	**$926,877.53**	**$0.00**	**$926,877.53**
	Expenditures			Decrease	Increase	
1	141 E 71300 116 000 02518 037	Certified Teachers	-		$446,032.80	$446,032.80
2	141 E 71300 162 000 02518 037	Clerical Personnel	-		$17,572.00	$17,572.00
3	141 E 71300 189 000 02518 037	Other Salaries Wages	-		$52,500.00	$52,500.00
4	141 E 71300 201 000 02518 037	Social Security	-		$22,011.50	$22,011.50
5	141 E 71300 204 000 02518 037	State Retirement	-		$29,211.53	$29,211.53
6	141 E 71300 206 000 02518 037	Life Insurance	-		$311.04	$311.04
7	141 E 71300 207 000 02518 037	Medical Insurance	-		$55,270.80	$55,270.80
8	141 E 71300 208 000 02518 037	Dental	-		$809.64	$809.64
9	141 E 71300 212 000 02518 037	Employer Medicare	-		$5,148.00	$5,148.00
10	141 E 71300 217 000 02518 037	TCRSS	-		$3,531.08	$3,531.08
11	141 E 71300 429 000 02518 037	Instructional Supplies and Materials	-		$19,980.35	$19,980.35
12	141 E 71300 499 000 02518 037	Other Supplies and Materials	-		$4,000.00	$4,000.00
13	141 E 72130 524 000 02518 037	Inservice/Staff Development	-		$12,000.00	$12,000.00
14	141 E 71300 730 000 02518 037	Vocational Instruction Equipment	-		$218,498.79	$218,498.79
15	141 E 72710 729 000 02518 037	Transportation Equipment	-		$0.00	$0.00
16	141 E 76100 399 000 02518 037	Other Contracted Services	-		$40,000.00	$40,000.00
		Total Expenditures	-	**$0.00**	**$926,877.53**	**$926,877.53**
		Total Revenue less Total Expenditures	-	**926,877.53**	**$926,877.53**	**$0.00**

Explanation: To allocate Innovative School Models (ISM) grant state funding to expenditure accounts for the 2023/24 school year. (CHS)

Requested by: _____ 10/16/23
Supervisor

Recommended for Approval: _____
Official / Department Head

Reviewed by: _____ 10/17/23
Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval — No Recommendation — Date: _____

Action by County Commission: Approval — Non-Approval — Date: _____

received 10-23-23

Putnam County **Budget Amendment** / Line Item Transfer Authorization Form

Department: Career & Technical Education - ISM Grant

DATE: Oct 16, 2023

EXHIBIT tabbies VI C.1d 11-02-23

Item #	Account #	Account Description	Current Approved Amount	Increase	Decrease	Requested Approval Amount
	Revenue					
1	141 R 46590 000 000 02518 000	State Reveune	-	$936,344.04	$0.00	$936,344.04
		Total Revenue	-	**$936,344.04**	**$0.00**	**$936,344.04**
	Expenditures			Decrease	Increase	
1	141 E 71300 116 000 02518 055	Certified Teachers	-		$460,088.29	$460,088.29
2	141 E 71300 162 000 02518 055	Clerical Personnel	-		$7,029.00	$7,029.00
3	141 E 71300 189 000 02518 055	Other Salaries Wages	-		$40,500.00	$40,500.00
4	141 E 71300 201 000 02518 055	Social Security	-		$23,873.07	$23,873.07
5	141 E 71300 204 000 02518 055	State Retirement	-		$28,497.87	$28,497.87
6	141 E 71300 206 000 02518 055	Life Insurance	-		$268.58	$268.58
7	141 E 71300 207 000 02518 055	Medical Insurance	-		$47,733.02	$47,733.02
8	141 E 71300 208 000 02518 055	Dental	-		$1,129.47	$1,129.47
9	141 E 71300 212 000 02518 055	Employer Medicare	-		$5,583.07	$5,583.07
10	141 E 71300 217 000 02518 055	TCRSS	-		$946.42	$946.42
11	141 E 71300 429 000 02518 055	Instructional Supplies and Materials	-		$35,000.00	$35,000.00
12	141 E 71300 499 000 02518 055	Other Supplies and Materials	-		$4,324.81	$4,324.81
13	141 E 72130 524 000 02518 055	Inservice/Staff Development	-		$9,000.00	$9,000.00
14	141 E 71300 730 000 02518 055	Vocational Instruction Equipment	-		$48,600.44	$48,600.44
15	141 E 72710 729 000 02518 055	Transportation Equipment	-		$40,000.00	$40,000.00
16	141 E 76100 399 000 02518 055	Other Contracted Services	-		$83,770.00	$83,770.00
17	141 E 76100 706 000 02518 055	Building Construction	-		$100,000.00	$100,000.00
		Total Expenditures	-	**$0.00**	**$936,344.04**	**$936,344.04**
		Total Revenue less Total Expenditures	-	**936,344.04**	**$936,344.04**	**$0.00**

Explanation: To allocate Innovative School Models (ISM) grant state funding to expenditure accounts for the 2023/24 school year. (mHs)

Requested by: 10/16/23
Supervisor

Recommended for Approval:
Official / Department Head

Reviewed by: 10/17/23
Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval — No Recommendation — Date:

Action by County Commission: Approval — Non-Approval — Date:

received 10-23-23

EXHIBIT
tabbies VI C. 1e
11-02-23

Putnam County **Budget Amendment** / Line Item Transfer Authorization Form

Department: Career & Technical Education - ISM Grant

DATE: Oct 16, 2023

Item #	Account #	Account Description	Current Approved Amount	Increase	Decrease	Requested Approval Amount
	Revenue					
1	141 R 46590 000 000 02518 000	State Reveune	-	$480,611.03	$0.00	$480,611.03
		Total Revenue	-	**$480,611.03**	**$0.00**	**$480,611.03**
	Expenditures			Decrease	Increase	
1	141 E 71300 116 000 02518 065	Certified Teachers	-		$213,032.20	$213,032.20
2	141 E 71300 162 000 02518 065	Clerical Personnel	-		$7,029.00	$7,029.00
3	141 E 71300 189 000 02518 065	Other Salaries Wages	-		$0.00	$0.00
4	141 E 71300 201 000 02518 065	Social Security	-		$8,360.01	$8,360.01
5	141 E 71300 204 000 02518 065	State Retirement	-		$10,290.60	$10,290.60
6	141 E 71300 206 000 02518 065	Life Insurance	-		$100.00	$100.00
7	141 E 71300 207 000 02518 065	Medical Insurance	-		$37,992.96	$37,992.96
8	141 E 71300 208 000 02518 065	Dental	-		$438.37	$438.37
9	141 E 71300 212 000 02518 065	Employer Medicare	-		$1,954.98	$1,954.98
10	141 E 71300 217 000 02518 065	TCRSS	-		$0.00	$0.00
11	141 E 71300 429 000 02518 065	Instructional Supplies and Materials	-		$18,000.00	$18,000.00
12	141 E 71300 499 000 02518 065	Other Supplies and Materials	-		$0.00	$0.00
13	141 E 72130 524 000 02518 065	Inservice/Staff Development	-		$8,000.00	$8,000.00
14	141 E 71300 730 000 02518 065	Vocational Instruction Equipment	-		$115,412.91	$115,412.91
15	141 E 76100 707 000 02518 065	Building Improvements	-		$60,000.00	$60,000.00
16	141 E 76100 399 000 02518 065	Other Contracted Services	-		$0.00	$0.00
		Total Expenditures	-	**$0.00**	**$480,611.03**	**$480,611.03**
		Total Revenue less Total Expenditures	-	**480,611.03**	**$480,611.03**	**$0.00**

Explanation: To allocate Innovative School Models (ISM) grant state funding to expenditure accounts for the 2023/24 school year. (ATMS)

Requested by: _____ 10/16/23
Supervisor

Recommended for Approval: _____
Official / Department Head

Reviewed by: _____ 10/17/23
Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval — No Recommendation — Date:

Action by County Commission: Approval — Non-Approval — Date:

received
10-23-23

EXHIBIT
tabbies VI C. 1e
11-02-23

Putnam County **Budget Amendment** / Line Item Transfer Authorization Form

Department: Career & Technical Education - ISM Grant

DATE: Oct 16, 2023

Item #	Account #	Account Description	Current Approved Amount	Increase	Decrease	Requested Approval Amount
	Revenue					
1	141 R 46590 000 000 02518 000	State Reveune	-	$480,611.03	$0.00	$480,611.03
		Total Revenue	-	**$480,611.03**	**$0.00**	**$480,611.03**
	Expenditures			Decrease	Increase	
1	141 E 71300 116 000 02518 065	Certified Teachers	-		$213,032.20	$213,032.20
2	141 E 71300 162 000 02518 065	Clerical Personnel	-		$7,029.00	$7,029.00
3	141 E 71300 189 000 02518 065	Other Salaries Wages	-		$0.00	$0.00
4	141 E 71300 201 000 02518 065	Social Security	-		$8,360.01	$8,360.01
5	141 E 71300 204 000 02518 065	State Retirement	-		$10,290.60	$10,290.60
6	141 E 71300 206 000 02518 065	Life Insurance	-		$100.00	$100.00
7	141 E 71300 207 000 02518 065	Medical Insurance	-		$37,992.96	$37,992.96
8	141 E 71300 208 000 02518 065	Dental	-		$438.37	$438.37
9	141 E 71300 212 000 02518 065	Employer Medicare	-		$1,954.98	$1,954.98
10	141 E 71300 217 000 02518 065	TCRSS	-		$0.00	$0.00
11	141 E 71300 429 000 02518 065	Instructional Supplies and Materials	-		$18,000.00	$18,000.00
12	141 E 71300 499 000 02518 065	Other Supplies and Materials	-		$0.00	$0.00
13	141 E 72130 524 000 02518 065	Inservice/Staff Development	-		$8,000.00	$8,000.00
14	141 E 71300 730 000 02518 065	Vocational Instruction Equipment	-		$115,412.91	$115,412.91
15	141 E 76100 707 000 02518 065	Building Improvements	-		$60,000.00	$60,000.00
16	141 E 76100 399 000 02518 065	Other Contracted Services	-		$0.00	$0.00
		Total Expenditures	-	**$0.00**	**$480,611.03**	**$480,611.03**
		Total Revenue less Total Expenditures	-	**480,611.03**	**$480,611.03**	**$0.00**

Explanation: To allocate Innovative School Models (ISM) grant state funding to expenditure accounts for the 2023/24 school year. (ATMS)

Requested by: _____ 10/16/23
Supervisor

Recommended for Approval: _____
Official / Department Head

Reviewed by: _____ 10/17/23
Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval — No Recommendation — Date:

Action by County Commission: Approval — Non-Approval — Date:

received
10-23-23

EXHIBIT
tabbies
VI C. 1f.
11-02-23

Putnam County **Budget Amendment** / Line Item Transfer Authorization Form

Department: Career & Technical Education - ISM Grant

DATE: Oct 16, 2023

Item #	Account #	Account Description	Current Approved Amount	Increase	Decrease	Requested Approval Amount
	Revenue					
1	141 R 46590 000 000 02518 000	State Reveune	-	$907,124.49	$0.00	$907,124.49
		Total Revenue	-	**$907,124.49**	**$0.00**	**$907,124.49**
	Expenditures			Decrease	Increase	
1	141 E 71300 116 000 02518 090	Certified Teachers	-		$460,093.61	$460,093.61
2	141 E 71300 162 000 02518 090	Clerical Personnel	-		$17,572.32	$17,572.32
3	141 E 71300 189 000 02518 090	Other Salaries Wages	-		$40,500.00	$40,500.00
4	141 E 71300 201 000 02518 090	Social Security	-		$12,456.95	$12,456.95
5	141 E 71300 204 000 02518 090	State Retirement	-		$16,626.59	$16,626.59
6	141 E 71300 206 000 02518 090	Life Insurance	-		$237.60	$237.60
7	141 E 71300 207 000 02518 090	Medical Insurance	-		$20,998.80	$20,998.80
8	141 E 71300 208 000 02518 090	Dental	-		$467.64	$467.64
9	141 E 71300 212 000 02518 090	Employer Medicare	-		$2,913.50	$2,913.50
10	141 E 71300 217 000 02518 090	TCRSS	-		$3,141.20	$3,141.20
11	141 E 71300 429 000 02518 090	Instructional Supplies and Materials	-		$20,000.00	$20,000.00
12	141 E 71300 499 000 02518 090	Other Supplies and Materials	-		$2,741.96	$2,741.96
13	141 E 72130 524 000 02518 090	Inservice/Staff Development	-		$9,000.00	$9,000.00
14	141 E 71300 730 000 02518 090	Vocational Instruction Equipment	-		$151,874.32	$151,874.32
15	141 E 72710 729 000 02518 090	Transportation Equipment	-		$40,000.00	$40,000.00
16	141 E 76100 399 000 02518 090	Other Contracted Services	-		$8,500.00	$8,500.00
17	141 E 76100 706 000 02518 090	Building Construction	-		$100,000.00	$100,000.00
		Total Expenditures	-	**$0.00**	**$907,124.49**	**$907,124.49**
		Total Revenue less Total Expenditures	-	**907,124.49**	**$907,124.49**	**$0.00**

Explanation: To allocate Innovative School Models (ISM) grant state funding to expenditure accounts for the 2023/24 school year. (UHS)

Requested by: _____ 10/16/23
Supervisor

Recommended for Approval: _____
Official / Department Head

Reviewed by: _____ 10/17/23
Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval — No Recommendation — Date: _____

Action by County Commission: Approval — Non-Approval — Date: _____

received
10-23-23

EXHIBIT
VI C 19
11-02-23

Putnam County **Budget Amendment** / Line Item Transfer Authorization Form

Department: Career & Technical Education - ISM Grant

DATE: Oct 16, 2023

Item #	Account #	Account Description	Current Approved Amount	Increase	Decrease	Requested Approval Amount
	Revenue					
1	141 R 46590 000 000 02518 000	State Reveune	-	$431,962.02	$0.00	$431,962.02
		Total Revenue	-	**$431,962.02**	**$0.00**	**$431,962.02**
	Expenditures			Decrease	Increase	
1	141 E 71300 116 000 02518 100	Certified Teachers	-		$280,764.53	$280,764.53
2	141 E 71300 162 000 02518 100	Clerical Personnel	-		$7,029.00	$7,029.00
3	141 E 71300 189 000 02518 100	Other Salaries Wages	-		$11,830.82	$11,830.82
4	141 E 71300 201 000 02518 100	Social Security	-		$20,736.90	$20,736.90
5	141 E 71300 204 000 02518 100	State Retirement	-		$20,276.28	$20,276.28
6	141 E 71300 206 000 02518 100	Life Insurance	-		$192.24	$192.24
7	141 E 71300 207 000 02518 100	Medical Insurance	-		$60,586.56	$60,586.56
8	142 E 71300 208 000 02518 100	Dental	-		$772.20	$772.20
9	141 E 71300 212 000 02518 100	Employer Medicare	-		$4,757.52	$4,757.52
10	142 E 71300 217 000 02518 100	TCRSS	-		$0.00	$0.00
11	141 E 71300 429 000 02518 100	Instructional Supplies and Materials	-		$0.00	$0.00
12	141 E 71300 499 000 02518 100	Other Supplies and Materials	-		$0.00	$0.00
13	141 E 72130 524 000 02518 100	Inservice/Staff Development	-		$0.00	$0.00
14	141 E 71300 730 000 02518 100	Vocational Instruction Equipment	-		$25,015.97	$25,015.97
15	141 E 72710 729 000 02518 100	Transportation Equipment	-		$0.00	$0.00
16	141 E 76100 399 000 02518 100	Other Contracted Services	-		$0.00	$0.00
		Total Expenditures	-	**$0.00**	**$431,962.02**	**$431,962.02**
		Total Revenue less Total Expenditures	-	**431,962.02**	**$431,962.02**	**$0.00**

Explanation: To allocate Innovative School Models (ISM) grant state funding to expenditure accounts for the 2023/24 school year. (PSMS)

Requested by: 10/16/23
Supervisor

Recommended for Approval:
Official / Department Head

Reviewed by: 10/17/23
Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval — No Recommendation — Date:

Action by County Commission: Approval — Non-Approval — Date:

received
10-23-23 BY

EXHIBIT
tabbies VII C 1h.
11-02-23

Putnam County **Budget Amendment** / Line Item Transfer Authorization Form

Department: Career & Technical Education - ISM Grant

DATE: Oct 16, 2023

Item #	Account #	Account Description	Current Approved Amount	Increase	Decrease	Requested Approval Amount
	Revenue					
1	141 R 46590 000 000 02518 000	State Reveune	-	$424,561.63	$0.00	$424,561.63
		Total Revenue	-	**$424,561.63**	**$0.00**	**$424,561.63**
	Expenditures			Decrease	Increase	
1	141 E 71300 116 000 02518 110	Certified Teachers	-		$194,317.53	$194,317.53
2	141 E 71300 162 000 02518 110	Clerical Personnel	-		$7,029.00	$7,029.00
3	141 E 71300 189 000 02518 110	Other Salaries Wages	-		$0.00	$0.00
4	141 E 71300 201 000 02518 110	Social Security	-		$5,019.48	$5,019.48
5	141 E 71300 204 000 02518 110	State Retirement	-		$6,018.66	$6,018.66
6	141 E 71300 206 000 02518 110	Life Insurance	-		$100.00	$100.00
7	141 E 71300 207 000 02518 110	Medical Insurance	-		$26,120.16	$26,120.16
8	142 E 71300 208 000 02518 110	Dental	-		$301.36	$301.36
9	141 E 71300 212 000 02518 110	Employer Medicare	-		$1,291.00	$1,291.00
10	141 E 71300 217 000 02518 110	TCRSS	-		$960.00	$960.00
11	141 E 71300 429 000 02518 110	Instructional Supplies and Materials	-		$9,000.00	$9,000.00
12	141 E 71300 499 000 02518 110	Other Supplies and Materials	-		$0.00	$0.00
13	141 E 72130 524 000 02518 110	Inservice/Staff Development	-		$9,000.00	$9,000.00
14	141 E 71300 730 000 02518 110	Vocational Instruction Equipment	-		$165,404.44	$165,404.44
15	141 E 72710 729 000 02518 110	Transportation Equipment	-		$0.00	$0.00
16	141 E 76100 399 000 02518 110	Other Contracted Services	-		$0.00	$0.00
		Total Expenditures	-	**$0.00**	**$424,561.63**	**$424,561.63**
		Total Revenue less Total Expenditures	-	**424,561.63**	**$424,561.63**	**$0.00**

Explanation: To allocate Innovative School Models (ISM) grant state funding to expenditure accounts for the 2023/24 school year. (ums)

Requested by: _____ 10/16/23
Supervisor

Recommended for Approval: _____
Official / Department Head

Reviewed by: _____ 10/17/23
Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval No Recommendation Date: _____

Action by County Commission: Approval Non-Approval Date: _____

received
10-23-23

Putnam County ***Budget Amendment*** / Line Item Transfer Authorization Form

EXHIBIT VII C.1i 11-02-23

Department: Special Education

DATE: Nov-23

Item #	Fund #	Account #	Account Description	Current Approved Amount			Requested Approval Amount
					Increase	Decrease	
1	141	46515-2152	Revenue	-	334,119.35	-	334,119.35
					Decrease	Increase	
2	141	71200-116-2152	Teachers	-		64,680.00	64,680.00
3	141	71200-163-2152	Educational Assistants	-		106,340.00	106,340.00
4	141	71200-201-2152	Social Security	-		10,707.00	10,707.00
5	141	71200-204-2152	State Retirement	-		13,345.00	13,345.00
6	141	71200-206-2152	Life Insurance	-		180.00	180.00
7	141	71200-207-2152	Medical Insurance			58,860.00	58,860.00
8	141	71200-208-2152	Dental Insurance			780.00	780.00
9	141	71200-212-2152	Employer Madicare			2,506.00	2,506.00
10	141	71200-217-2152	Retirement-Hybrid			598.35	598.38
11	141	71200-429-2152	Instructional Supplies			42,430.00	42,430.00
12	141	71200-725-2152	SE Equipment			33,693.00	33,693.00
				-	-	334,119.35	-

Explanation: To budget for State Special Education Preschool Grant awarded to Putnam County for the 2023-24 school years

Requested by:
Supervisor Sheri Roberson

Recommended for Approval:

Assistant Director

Reviewed by:
Chief Financial Officer

Official / Department Head

Action by Fiscal Review Committee: Recommended for Approv No Recommendation Date:

Action by County Commission: Approval Non-Approval Date:

received 10-24-23

EXHIBIT
VII C.2.a
11-02-23

Putnam County Budget Amendment / Line Item Transfer Authorization Form

Department: Career & Technical Education - GP

October 23, 2023
Date

Item #	Fund #	Account #	Account Description	Current Approved Amount	Increase	Decrease	Requested Approval Amount
1	141	141-72230-524	Inservice/Staff Development	$4,500.00	-	81.86	4,418.14
2	141	141-72230-399	Other Contracted Services	$375.00	81.86	-	456.86
					-	-	-
					-	-	-
					-	-	-
					-	-	-
					-	-	-
					-	-	-
					-	-	-
					-	-	-
			Totals:	4,875.00	81.86	81.86	4,875.00

Explanation: To move monies to pay for MHS greenhouse construction site required portable toilet rental.

Requested by: 10/23/23
Supervisor

Recommended for Approval:
Official / Department Head

Reviewed by:
Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval No Recommendation Date:

Action by County Commission: Approved Not Approved Date:

received
10-23-23

Putnam County **Budget Amendment** / Line Item Transfer Authorization Form

Department: Special Education

Da

EXHIBIT
tabbies
VI C.3.a.
11-02-23

Item #	Account #	Account Description	Current Approved Amount			Requested Approval Amount
				Increase	Decrease	
1	142	47143-906	Revenue	-	491,862.54	-
				Decrease	Increase	
2	142	71200-163-906	Ed. Assistants	1,505,000.00		486,862.54	1,991,862.54
3	142	71200-201-906	Social Security	92,796.00		23,500.00	116,296.00
4	142	71200-204-906	State Retirement	107,526.00		26,500.00	134,026.00
5	142	71200-207-906	Medical Insurance	593,750.00		45,000.00	638,750.00
6	142	71200-208-906	Dental Insurance	10,000.00		1,000.00	11,000.00
7	142	71200-212-906	Employer Medicare	21,270.00		4,999.00	26,269.00
8	142	71200-312-906	Contracts/Private Agencies	15,000.00		5,000.00	20,000.00
9	142	72220-189-906	Other Salary & Wages	211,000.00		8,000.00	219,000.00
10	142	99100-504-906	In-Direct Cost	109,000.00	108,999.00	-	1.00

Explanation: To budget IDEA Part B FY-23 carry over funds and reallocate in-direct funds.

Requested by: Sheri Roberson
Supervisor *Sheri Roberson*

Reviewed by: Mark McKnight
Chief Financial Officer

Recommended for Approval:

Assistant Director

Official / Department Head

Action by Fiscal Review Committee: Recommended for Approval No Recommendation Date:

Action by County Commission: Approval Non-Approval Date:

RECEIVED
10-23-23

EXHIBIT
tabbies VI C.3.b.
11-02-23

Putnam County **Budget Amendment** / Line Item Transfer Authorization Form

Department: **Special Education** Date November 2023

Item #		Account #	Account Description	Current Approved Amount		Requested Approval Amount	
					Increase	Decrease	
1	142	47143-916	Revenue	-	$6,842.26		$6,842.26
					Decrease	Increase	
2	142	71200-163-916	Ed. Assistants	$50,963.00		$1,870.00	$52,833.00
3	142	71200-204-916	State Retirement	$3,617.00		$120.00	$3,737.00
4	142	71200-207-916	Medical Insurance	$7,130.00		$4,452.26	$11,582.26
5	142	71200-208-916	Dental Insurance	$123.00		$80.00	$203.00
6	142	71200-212-916	Employer Medicare	$653.00		$50.00	$703.00
7	142	99100-504-916	In-Direct Cost	$2,718.00		$270.00	$2,988.00

Explanation: To budget IDEA PreK FY-23 carry over funds

Requested by: Sheri Roberson
Supervisor Sheri Roberson

Recommended for Approval: Assistant Director

Reviewed by: Mark Murphy 10/20/22
Chief Financial Officer

Official / Department Head

Action by Fiscal Review Committee: Recommended for Approval No Recommendation Date:

Action by County Commission: Approval Non-Approval Date:

RECEIVED
10-23-23 BY

Putnam County Revenue Budget

Department: Federal Programs

DATE:September 29, 2023

EXHIBIT tabbies VI C3.c 11-02-23

Item #	Fund	Account #	Subfund	Account Description	Current Approved Amount			Requested Approval Amount
						Decrease	Increase	
1	142	47590	941	REVENUE			276,685.67	276,685.67
						Increase	Decrease	
	142	71100-116-	941	Teachers				-
	142	71100-163-	941	Assistants				-
	142	71100-195-	941	Certified Substitutes		5,400.00		5,400.00
	142	71100-198-	941	Non-Certified Substitutes		5,400.00		5,400.00
	142	71100-201-	941	Social Security		670.00		670.00
	142	71100-204-	941	State Retirement				-
	142	71100-206-	941	Life Insurance				-
	142	71100-207-	941	Medical Insurance				-
	142	71100-208-	941	Dental				-
	142	71100-210-	941	Unemployment Compensation				-
	142	71100-212-	941	Medicare		160.00		160.00
	142	71100-429-	941	Instructional Supplies				-
	142	71100-722-	941	Instructional Equipment				-
	142	72130-130-	941	Social Workers		112,000.00		112,000.00
	142	72130-201-	941	Social Security		6,950.00		6,950.00
	142	72130-204-	941	State Retirement		2,730.00		2,730.00
	142	72130-212-	941	Medicare		1,625.00		1,625.00
	142	72130-399-	941	Contracted Services		8,000.00		8,000.00
	142	72130-790-	941	Other Equipment		10,160.67		10,160.67
	142	72210-189-	941	Other Salaries and Wages		4,000.00		4,000.00
	142	72210-201-	941	Social Security		250.00		250.00
	142	72210-204-	941	State Retirement		290.00		290.00
	142	72210-206-	941	Life Insurance				-
	142	72210-207-	941	Medical Insurance				-
	142	72210-208-	941	Dental				-
	142	72210-210-	941	Unemployment Compensation				-
	142	72210-212-	941	Medicare		60.00		60.00
	142	72210-355-	941	Travel				-
	142	72210-399-	941	Contracted Services				-
	142	72210-499-	941	Other Supplies and Materials		40,000.00		40,000.00
	142	72210-524-	941	Professional Development		78,990.00		78,990.00
	142	72210-599-	941	Other Charges				-
	142	72210-790-	941	Other Equipment				-
	142	99100-504-	941	Indirect Costs				-
								-
						276,685.67	276,685.67	

Explanation: This Resilient Schools Community Grant revenue budget is required in order to allocate funds.

Requested by: Oscar R Yarbrough Jr
Supervisor

Recommended for Approval:
Official / Department Head

Reviewed by: Mark McCrary 10/20/23
Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval No Recommendation Date:

Action by County Commission: 10-23-23 BM Approval Non-Approval Date:

Putnam County ***Budget Amendment*** / Line Item Transfer Authorization Form

Department: Teaching and Learning PreK-4th DATE: 21-Sep-2

EXHIBIT tabbies VI C.3.d. 11-02-23

Item #	Account #	Account Description	Current Approved Amount			Requested Approval Amount
	Revenue			Increase	Decrease	
1	142 R 47309 000 00000 951	Revenue	-	83,000.00		83,000.00
			-	-		-
		Total Amendment Revenue	-	83,000.00	-	83,000.00
	Expenditures			Decrease	Increase	
3	142 E 72210 399 00000 951	Other Contracted Services	-		73,000.00	73,000.00
4	142 E 72[illegible]429 00000 951	Instructional Supplies & Materials			10,000.00	10,000.00
5					-	-
6						-
7						-
8						-
9						-
10						-
11						-
12						-
		Total Amendment Expenditures	-	-	83,000.00	-
		Total Amendment Revenue less Expenditures	-			**83,000.00**

Explanation: To establish budget for HQIM Literacy Implentation Networks Grant for 2023-2024

Requested by: Diana Wood 9.25.23
Supervisor: Diana Wood

Recommended for Approval: _____
Official / Department Head

Reviewed by: [signature] 9/26/23
Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval No Recommendation Date:

Action by County Commission: Approval Non-Approval Date:

received 10-23-23 BH

Putnam County ***Budget Amendment*** / Line Item Transfer Authorization Form

EXHIBIT tabbies VII C.3e. 11-02-23

Department: Federal Programs

DATE:

Item #	Account #	Account Description	Current Approved Amount			Approved Amount
	Revenue			Increase	Decrease	
1	142 R 47141 000 011 00000 000	Revenue	287,500.00	25,000.00		312,500.00
2	142 R 47189 000 011 00000 000	Revenue	70,000.00	5,000.00		75,000.00
		Total Amendment Revenue	357,500.00			387,500.00
	Expenditures			Decrease	Increase	
3	142 E 72210 105 011 00000 000	Supervisor/Director	100,970.00		5,000.00	105,970.00
4	142 E 72210 161 011 00000 000	Secretary(ies)	85,000.00		5,000.00	90,000.00
5	142 E 72210 189 011 00000 000	Other Salaries and Wages	71,300.00		5,000.00	76,300.00
6	142 E 72210 201 011 00000 000	Social Security	17,400.00		1,240.00	18,640.00
7	142 E 72210 204 011 00000 000	Pensions	24,950.00		1,430.00	26,380.00
8	142 E 72210 207 011 00000 000	Medical Insurance	35,300.00		1,000.00	36,300.00
9	142 E 72210 212 011 00000 000	Employer Medicare	3,735.00		280.00	4,015.00
10	142 E 72210 524 011 00000 000	In Service/Staff Development	9,860.00		6,040.00	15,900.00
11	142 E 72210 790 011 00000 000	Other Equipment	-	-	5,010.00	5,010.00
		Total Amendment Expenditures	348,515.00			378,515.00
		Total Amendment Revenue less Expenditures	**8,985.00**			**8,985.00**

Explanation: To budget for Consolidated Admin carryover from FY23

Requested by: Budget Carmela
Supervisor

Recommended for Approval:
Official / Department Head

Reviewed by: Mark McRoyan
Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval No Recommendation Date:

Action by County Commission: Approval Non-Approval Date:

Received 10-23-23 by

Putnam County ***Budget Amendment*** / Line Item Transfer Authorization Form

EXHIBIT VI C.3.f. 11-02-23

Department: Federal Programs DATE: 2

Item #	Account #	Account Description	Current Approved Amount			Request Approval A
	Revenue			Increase	Decrease	
1	142 R 47141 000 101 00000 000	Revenue	3,533,246.22	766,116.44		4,299,362.66
2	142 R 49800 000 101 00000 000	Transfers In	275,000.00	25,000.00		300,000.00
		Total Amendment Revenue	3,808,246.22			4,599,362.66
	Expenditures			Decrease	Increase	
3	142 E 71100 116 101 00000 000	Teachers	1,050,867.00		316,930.00	1,367,797.00
4	142 E 71100 163 101 00000 000	Educational Assistants	356,910.00		148,070.00	504,980.00
5	142 E 71100 201 101 00000 000	Social Security	87,369.00		27,000.00	114,369.00
6	142 E 71100 204 101 00000 000	Pensions	87,210.00		50,000.00	137,210.00
7	142 E 71100 206 101 00000 000	Life Insurance	1,580.00		650.00	2,230.00
8	142 E 71100 207 101 00000 000	Medical Insurance	613,341.00		40,050.00	653,391.00
9	142 E 71100 208 101 00000 000	Dental Insurance	6,333.00		100.00	6,433.00
10	142 E 71100 210 101 00000 000	Unemployment Compensation	2,370.00		150.00	2,520.00
11	142 E 71100 212 101 00000 000	Employer Medicare	21,488.00		5,000.00	26,488.00
12	142 E 72130 599 101 00000 000	Other Charges	35,332.46	250.00		35,082.46
13	142 E 72210 189 101 00000 000	Other Salaries and Wages	389,105.00		160,000.00	549,105.00
14	142 E 72210 204 101 00000 000	Pensions	38,140.00		710.00	38,850.00
15	142 E 72210 207 101 00000 000	Medical Insurance	90,850.00		3,775.00	94,625.00
16	142 E 72210 524 101 00000 000	In Service/Staff Development	46,719.00	67.00		46,652.00
17	142 E 72210 599 101 00000 000	Other Charges	5,000.00		13,250.00	18,250.00
18	142 E 99100 504 101 00000 000	Indirect Cost	89,314.76		748.44	90,063.20
19	142 E 99100 590 101 00000 000	Transfers Out	275,000.00		25,000.00	300,000.00
		Total Amendment Expenditures	3,196,929.22			3,988,045.66
		Total Amendment Revenue less Expenditures	**611,317.00**			611,317.00

Explanation: To budget for Title I carryover from FY23

Requested by: Bridgett Carnli
Supervisor

Recommended for Approval:
Official / Department Head

Reviewed by:
Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval No Recommendation Date:

Action by County Commission: Approved Approval Non-Approval Date:

10-23-23

Putnam County ***Budget Amendment*** / Line Item Transfer Authorization Form

EXHIBIT tabbies VII C.3.g 11-02-23

Department: Federal Programs

DATE:

Item #	Account #	Account Description	Current Approved Amount	Increase	Decrease	Approval Amount
	Revenue			Increase	Decrease	
1	142 R 47141 000 121 00000 000	Revenue	27,971.87	3,283.30		31,255.17
						-
		Total Amendment Revenue	27,971.87			31,255.17
	Expenditures			Decrease	Increase	
2	142 E 71100 163 121 00000 000	Educational Assistants	17,440.00		2,320.00	19,760.00
3	142 E 71100 189 121 00000 000	Other Salaries and Wages	2,780.00		336.00	3,116.00
4	142 E 71100 201 121 00000 000	Social Security	1,082.00		145.00	1,227.00
5	142 E 71100 204 121 00000 000	Pensions	1,247.00		167.00	1,414.00
6	142 E 71100 212 121 00000 000	Employer Medicare	294.00		42.00	336.00
7	142 E 71100 429 121 00000 000	Instructional Supplies and Materials	1,100.00		200.00	1,300.00
8	142 E 99100 504 121 00000 000	Indirect Cost	648.87		73.30	722.17
						-
		Total Amendment Expenditures	24,591.87			27,875.17
		Total Amendment Revenue less Expenditures	**3,380.00**			**3,380.00**

Explanation: To budget for Title I-A Neglected carryover from FY23

Requested by: Budget Carryover
Supervisor

Recommended for Approval:
Official / Department Head

Reviewed by:
Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval No Recommendation Date:

received 10-23-23 BJ

Action by County Commission: Approval Non-Approval Date:

Putnam County ***Budget Amendment*** / Line Item Transfer Authorization Form

Department: Federal Programs

DATE:

EXHIBIT tabbies VI C 3h 11-02-23

Item #	Account #	Account Description	Current Approved Amount			
	Revenue			Increase	Decrease	
1	142 R 47141 000 131 00000 000	Revenue	27,971.87	2,889.39		30,861.26
						-
		Total Amendment Revenue	27,971.87			30,861.26
	Expenditures			Decrease	Increase	
2	142 E 72210 189 131 00000 000	Other Salaries and Wages	5,695.00		1,640.00	7,335.00
3	142 E 72210 201 131 00000 000	Social Security	394.00		100.00	494.00
4	142 E 72210 204 131 00000 000	Pensions	550.00		110.00	660.00
5	142 E 72210 212 131 00000 000	Employer Medicare	95.00		25.00	120.00
6	142 E 72210 499 131 00000 000	Other Supplies and Materials	-		989.00	989.00
7	142 E 99100 504 131 00000 000	Indirect Cost	100.43		25.39	125.82
		Total Amendment Expenditures	6,834.43			9,723.82
		Total Amendment Revenue less Expenditures	**21,137.44**			**21,137.44**

Explanation: To budget for Title I-C carryover from FY23

Requested by: Budgett Canada
Supervisor

Recommended for Approval:
Official / Department Head

Reviewed by:
Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval No Recommendation Date:

Action by County Commission: Approved 10-23-23 Approval Non-Approval Date:

Putnam County ***Budget Amendment*** / Line Item Transfer Authorization Form

EXHIBIT tabbies VI C.3.i. 11-02-23

Department: Federal Programs

DATE:

Item #	Account #	Account Description	Current Approved Amount	Increase	Decrease	Approval Amount
	Revenue			Increase	Decrease	
1	142 R 47141 000 161 00000 000	Revenue	20,016.79	277.03		20,293.82
						-
		Total Amendment Revenue	20,016.79			20,293.82
	Expenditures			Decrease	Increase	
2	142 E 71100 207 161 00000 000	Medical Insurance	3,373.00		274.00	3,647.00
3	142 E 99100 504 161 00000 000	Indirect Cost	80.79		3.03	83.82
		Total Amendment Expenditures	3,453.79			3,730.82
		Total Amendment Revenue less Expenditures	**16,563.00**			**16,563.00**

Explanation: To budget for Title I-D LEA carryover from FY23

Requested by: Bridgett Cannuli
Supervisor

Recommended for Approval:
Official / Department Head

Reviewed by:
Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval No Recommendation Date:

Action by County Commission: Approval Non-Approval Date:

received 10-23-23 BY

Putnam County ***Budget Amendment*** / Line Item Transfer Authorization Form

EXHIBIT tabbies VI C 3.j 11-02-23

Department: Federal Programs

DATE:

Item #	Account #	Account Description	Current Approved Amount			Reque Approval A
	Revenue			Increase	Decrease	
1	142 R 47189 000 201 00000 000	Revenue	393,066.97	78,382.99		471,449.96
2	142 R 49800 000 201 00000 000	Transfers In	70,000.00	5,000.00		75,000.00
		Total Amendment Revenue	463,066.97			546,449.96
	Expenditures			Decrease	Increase	
3	142 E 71100 195 201 00000 000	Certified Substitute Teachers	-		5,000.00	5,000.00
4	142 E 71100 198 201 00000 000	Non-certified Substitute Teachers	-		7,000.00	7,000.00
5	142 E 71100 201 201 00000 000	Social Security	-		750.00	750.00
6	142 E 71100 204 201 00000 000	Pensions	-		875.00	875.00
7	142 E 71100 212 201 00000 000	Employer Medicare	-		200.00	200.00
8	142 E 72210 189 201 00000 000	Other Salaries and Wages	229,560.00		1,000.00	230,560.00
9	142 E 72210 201 201 00000 000	Social Security	14,235.00		100.00	14,335.00
10	142 E 72210 204 201 00000 000	Pensions	14,190.00		800.00	14,990.00
11	142 E 72210 207 201 00000 000	Medical Insurance	43,800.00		5,000.00	48,800.00
12	142 E 72210 212 201 00000 000	Employer Medicare	3,340.00		25.00	3,365.00
13	142 E 72210 399 201 00000 000	Other Contracted Services	15,000.00		10,000.00	25,000.00
14	142 E 72210 499 201 00000 000	Other Supplies and Materials	11,800.00		10,000.00	21,800.00
15	142 E 72210 524 201 00000 000	In Service/Staff Development	38,800.00		31,632.00	70,432.00
16	142 E 72210 599 201 00000 000	Other Charges	2,000.00		4,000.00	6,000.00
17	142 E 99100 504 201 00000 000	Indirect Cost	15,061.97		2,000.99	17,062.96
18	142 E 99100 590 101 00000 000	Transfers Out	70,000.00		5,000.00	75,000.00
		Total Amendment Expenditures	457,786.97			541,169.96
		Total Amendment Revenue less Expenditures	**5,280.00**			**5,280.00**

Explanation: To budget for Title II carryover from FY23

Requested by: Budget Carryover
Supervisor

Recommended for Approval:
Official / Department Head

Reviewed by: Pam Putnam
Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval No Recommendation Date:

Action by County Commission: Approval Non-Approval Date:

Received 10-23-23

Putnam County ***Budget Amendment*** / Line Item Transfer Authorization Form

EXHIBIT tabbies VI C3.K. 11-02-23

Department: Federal Programs

DATE:

Item #	Account #	Account Description	Current Approved Amount	Increase	Decrease	
	Revenue					
1	142 R 47146 000 301 00000 000	Revenue	106,292.43	52,796.17		159,088.60
						-
		Total Amendment Revenue	106,292.43			159,088.60
	Expenditures			**Decrease**	**Increase**	
2	142 E 71100 195 301 00000 000	Certified Substitute Teachers	920.00		80.00	1,000.00
3	142 E 71100 198 301 00000 000	Non-certified Substitute Teachers	950.00		175.00	1,125.00
4	142 E 71100 201 301 00000 000	Social Security	3,534.00		76.00	3,610.00
5	142 E 71100 204 301 00000 000	Pensions	4,051.00		184.00	4,235.00
6	142 E 71100 207 301 00000 000	Medical Insurance	6,100.00		3,900.00	10,000.00
7	142 E 71100 212 301 00000 000	Employer Medicare	828.00		32.00	860.00
8	142 E 71100 429 301 00000 000	Instructional Supplies and Materials	-		12,897.59	12,897.59
9	142 E 71100 722 301 00000 000	Regular Instruction Equipment	-		21,800.00	21,800.00
10	142 E 72210 499 301 00000 000	Other Supplies and Materials	-		4,662.95	4,662.95
11	142 E 72210 524 301 00000 000	In Service/Staff Development	7,751.00		2,249.00	10,000.00
12	142 E 72710 330 301 00000 000	Lease/SBITA Payments	6,500.00		6,700.00	13,200.00
13	142 E 99100 504 301 00000 000	Indirect Cost	53.43		39.63	93.06
		Total Amendment Expenditures	30,687.43			83,483.60
		Total Amendment Revenue less Expenditures	**75,605.00**			75,605.00

Explanation: To budget for Title III carryover from FY23

Requested by: Budget Council
Supervisor

Recommended for Approval:
Official / Department Head

Reviewed by: Mun McLaughlin
Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval No Recommendation Date:

Action by County Commission: Approval Non-Approval Date:

Received 10-23-23 BH

Putnam County ***Budget Amendment*** / Line Item Transfer Authorization Form

EXHIBIT tabbies VI C.3.l. 11-02-23

Department: Federal Programs DATE: 11/2

Item #	Account #	Account Description	Current Approved Amount	Increase	Decrease	Requested Approval Amo
	Revenue			Increase	Decrease	
1	142 R 47590 000 401 00000 000	Revenue	303,858.73	293.71		304,152.44
						-
		Total Amendment Revenue	303,858.73			304,152.44
	Expenditures			Decrease	Increase	
2	142 E 71100 116 401 00000 000	Teachers	-		71,550.00	71,550.00
3	142 E 71100 201 401 00000 000	Social Security	-		4,440.00	4,440.00
4	142 E 71100 204 401 00000 000	Pensions	-		4,875.00	4,875.00
5	142 E 71100 206 401 00000 000	Life Insurance	-		40.00	40.00
6	142 E 71100 207 401 00000 000	Medical Insurance	-		15,000.00	15,000.00
7	142 E 71100 208 401 00000 000	Dental Insurance	-		160.00	160.00
8	142 E 71100 210 401 00000 000	Unemployment Compensation	-		60.00	60.00
9	142 E 71100 212 401 00000 000	Employer Medicare	-		1,040.00	1,040.00
10	142 E 71100 471 401 00000 000	Software	23,836.00		1,164.00	25,000.00
11	142 E 72130 130 401 00000 000	Social Workers	95,050.00	95,050.00		-
12	142 E 72130 201 401 00000 000	Social Security	2,368.00	2,368.00		-
13	142 E 72130 204 401 00000 000	Pensions	2,994.00	2,994.00		-
14	142 E 72130 212 401 00000 000	Employer Medicare	1,379.00	1,379.00		-
15	142 E 72130 524 401 00000 000	In Service/Staff Development	1,000.00		500.00	1,500.00
16	142 E 72210 189 401 00000 000	Other Salaries and Wages	88,808.00	3,388.00		85,420.00
17	142 E 72210 201 401 00000 000	Social Security	5,509.00	209.00		5,300.00
18	142 E 72210 204 401 00000 000	Pensions	6,365.00	255.00		6,110.00
19	142 E 72210 207 401 00000 000	Medical Insurance	15,900.00		625.00	16,525.00
20	142 E 72210 212 401 00000 000	Employer Medicare	1,289.00	49.00		1,240.00
21	142 E 72210 399 401 00000 000	Other Contracted Services	54,000.00		6,000.00	60,000.00
22	142 E 72210 524 401 00000 000	In Service/Staff Development	3,000.00		531.71	3,531.71
		Total Amendment Expenditures	301,498.00			301,791.71
		Total Amendment Revenue less Expenditures	2,360.73			2,360.73

Explanation: To budget for Title IV carryover from FY23

Requested by: Bridgett Carmichael *Supervisor* Recommended for Approval: *Official / Department Head*

Reviewed by: *Chief Financial Officer*

Action by Fiscal Review Committee: Recommended for Approval No Recommendation Date:

Action by County Commission: Approval Non-Approval Date:

received 10-23-23 BH

Putnam County ***Budget Amendment*** / Line Item Transfer Authorization Form

EXHIBIT
tabbies VI C 3. m.
11-02-23

Department: Federal Programs

DATE:

Item #	Account #	Account Description	Current Approved Amount	Increase	Decrease	Approval Amount
	Revenue			Increase	Decrease	
1	142 R 47301 000 933 00000 000	Revenue	8,390,690.90	49,700.00		8,440,390.90
						-
		Total Amendment Revenue	8,390,690.90			8,440,390.90
	Expenditures			Decrease	Increase	
2	142 E 71100 471 933 00000 000	Software	873,616.57		50,000.00	923,616.57
3	142 E 72210 212 933 00000 000	Employer Medicare	2,790.00	300.00		2,490.00
		Total Amendment Expenditures	876,406.57			926,106.57
		Total Amendment Revenue less Expenditures	**7,514,284.33**			**7,514,284.33**

Explanation: To budget for ESSER 3.0 additional revenue

Requested by: Bridgett Carnes
Supervisor

Recommended for Approval:
Official / Department Head

Reviewed by:
Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval No Recommendation Date:

Action by County Commission: Approval Non-Approval Date:

received
10-23-23 BT

Putnam County ***Budget Amendment*** / Line Item Transfer Authorization Form

EXHIBIT
tabbies: VI C.3.n.
11-02-23

Department: Federal Programs

DATE:

Item #	Account #	Account Description	Current Approved Amount	Increase	Decrease	Revised Approval Amount
	Revenue			Increase	Decrease	
1	142 R 47401 000 938 00000 000	Revenue	-	231,510.34		231,510.34
						-
		Total Amendment Revenue	-			231,510.34
	Expenditures			Decrease	Increase	
2	142 E 71100 116 938 00000 000	Teachers	-		97,700.00	97,700.00
3	142 E 71100 163 938 00000 000	Educational Assistants	-		64,460.00	64,460.00
4	142 E 71100 201 938 00000 000	Social Security	-		6,435.00	6,435.00
5	142 E 71100 204 938 00000 000	Pensions	-		7,420.00	7,420.00
6	142 E 71100 206 938 00000 000	Life Insurance	-		120.00	120.00
7	142 E 71100 207 938 00000 000	Medical Insurance	-		9,700.34	9,700.34
8	142 E 71100 208 938 00000 000	Dental Insurance	-		480.00	480.00
9	142 E 71100 212 938 00000 000	Employer Medicare	-		1,510.00	1,510.00
10	142 E 71100 429 938 00000 000	Instructional Supplies and Materials	-		2,500.00	2,500.00
11	142 E 72210 189 938 00000 000	Other Salaries and Wages	-		31,500.00	31,500.00
12	142 E 72210 201 938 00000 000	Social Security	-		1,955.00	1,955.00
13	142 E 72210 204 938 00000 000	Pensions	-		2,255.00	2,255.00
14	142 E 72210 212 938 00000 000	Employer Medicare	-		475.00	475.00
15	142 E 72210 599 938 00000 000	Other Charges	-		5,000.00	5,000.00
		Total Amendment Expenditures	-			231,510.34
		Total Amendment Revenue less Expenditures	-			-

Explanation: To establish the TN All Corp FY24 Budget

Requested by: Brittani Carroll
Supervisor

Recommended for Approval:
Official / Department Head

Reviewed by:
Chief Financial Officer

Action by Fiscal Review Committee: Recommended for Approval No Recommendation Date:

Action by County Commission: Approval Non-Approval Date:

received
10-23-23

EXHIBIT
tabbies
VI C.4a
11-02-23

Putnam County Budget Amendment / Line Item Transfer Authorization Form

Department: Career & Technical Education - Perkins Reserve Grant 852 Regional Career Pathways Budget

Item #	Fund #	Account #	Account Description	Current Approved Amount	Increase	Decrease	Requested Approval Amount
1	142	142-71300-429-852	Instructional Supplies and Materials	$12,300.00		$2,235.32	$10,064.68
2	142	142-71300-730-852	Vocational Instruction Equipment	$115,200.00	$2,235.32		$117,435.32
3							$0.00
4							$0.00
5							$0.00
6							$0.00
7							$0.00
8							$0.00
9							$0.00
10							$0.00
11							$0.00
12							$0.00
13							$0.00
14							$0.00
15							$0.00
16							$0.00
17							$0.00
18							$0.00
19							$0.00
20							$0.00
21							$0.00
22							$0.00
23							$0.00
24							$0.00
25							$0.00
26							$0.00
27							$0.00
			TOTALS:	**$127,500.00**	**$2,235.32**	**$2,235.32**	**$127,500.00**

Explanation: Move monies to pay for Welding Class Bend Tester at CHS.

Requested by: _____ 9/16/23
Supervisor

Recommended for Approval: _____
Official / Department Head

Reviewed by: _____ 10/17/23
Chief Financial Officer

Action by Fiscal Review Committee: ***None Required***

Action by County Commission: ***None Required***

received
10-23-23 BH

EXHIBIT
tabbies
VI D.
11-02-23

Out of State/ Overnight BOARD APPROVAL Month: November, 2023

Date Submitted	Destination/City	School	Sponsors/ Chaperones	Subject/ Grade/ Group	Date(s) of Event	No. of Students	Event Name
10/19/23	Nova Southeastern University Ft. Lauderdale, FL	CHS	Judy Henry 731-676-6505 Joe Henry Ricky Shelton Shannon Shelton	CTE / 10th-12th / DECA	February 6-10, 2024	10	Conference Exhibiltion and Competition for Virtual Enterprise

Corby King, Director of Schools Date

received
10-18-23

CHS DECA Conference

Rooming List will be added by November 15th.

PUTNAM COUNTY BOARD OF EDUCATION
DISCRETIONARY GRANT REPORT
NOVEMBER 2023

EXHIBIT
tabbies
VI E.
11-02-23

Board Action	GRANT TITLE	GRANT AMOUNT REQUESTING	LEA MATCH	GRANT AMOUNT ACCEPTANCE	PREVIOUS GRANTS ONGOING	New, Ongoing, Renewal	LOCATION	APPROVAL TO APPLY	APPROVAL TO ACCEPT	APPROVAL FOR ONGOING	COMM
PERMISSION TO APPLY	SWALLOWS SCHOLARS GRANT	$ 500.00				NEW	PVES	11/2/2023			RHONDA WEST APPLYING
PERMISSION TO APPLY	VECUSTOMERS SHARE GRANT	$ 1,000.00				NEW	BURKS	11/2/2023			SAMANTHA PHILLIPS APPLYING
PERMISSION TO APPLY	HOMETOWN HELP PROJECT GRANT	$ 500.00				NEW	BURKS	11/2/2023			SAMANTHA PHILLIPS APPLYING
PERMISSION TO APPLY	THE NRA FOUNDATION TEACH FREEDOM GRANT	$ 7,000.00				NEW	MHS	11/2/2023			RACHELL GOODWIN APPLYING
PERMISSION TO APPLY	SWALLOWS SCHOLARS GRANT	$ 500.00				NEW	BPS	11/2/2023			MARSHA WYATT APPLYING
PERMISSION TO ACCEPT	STATE SPECIAL EDUCATION GRANT			$ 334,119.35		NEW	SPED		11/2/2023		SHEREE BERNARD SPED BOOKKEEPER PROVIDING INFORMATION
TOTALS	Jul-23	$ 4,490.00									
	Aug-23	$ 8,991.00		$ 1,455,491.40	$ 26,524.96						
	Sep-23	$ 691,922.72		$ 7,930.00							
	Oct-23	$ 429,950.00		$ 12,178.00	$ 5,107,780.00						
	Nov-23	$ 9,500.00		$ 334,119.35							
	Dec-23										
	Jan-24										
	Feb-24										
	Mar-24										
	Apr-24										
	May-24										
	Jun-24										
	Jul-24										
	TOTAL	$ 1,144,853.72	$ -	$ 1,809,718.75	$ 5,134,304.96						GRANT REPORT PREPARED BY SHARON BYERS

received
10-24-23

EXHIBIT
tabbies
VI F. 1.
11-02-23

Putnam County School System

1400 E. Spring Street
Cookeville, TN 38506-4313
Ph: (931) 526-9777 | Fax: (931) 528-6942
www.pcsstn.com

Corby King
Director of Schools

ENGAGE INSPIRE ACHIEVE

Putnam County Board of Education
Agenda Request

Name of Person Making Request: Tim Martin

Date: October 17, 2023

RE: UMS Wrestling

Account Funding Code (if appropriate)

__X__ Backup included

_____ Backup to follow

Agenda Item for November 2, 2023, Board meeting.

Request to approve wrestling as a supplemented sport at Upperman Middle School effective the current school year.

Supervisor — Date 10/17/23

Director of Schools — Date

received
10-20-23

Upperman Middle School

6700 Nashville Hwy. Baxter, Tennessee 38544
Phone (931) 858-6601 Fax (931) 858-6637

Jessica Etheredge, Principal
Lesley Herron, Assistant Principal Kyle Childress, Assistant Principal

September 14, 2023

Dear Mr. King and Putnam County Board of Education:

Upperman Middle School has made a good-faith effort to follow protocol in seeking and obtaining new sports teams. Per recommendations of the Putnam County School Board, we are seeking approval for the following Upperman club (wrestling) to be moved to a supplemental sport. This club has been in place at Upperman for more than three years.

Thank you,

Jesica Etheredge
Principal

All other middle Schools include this position.
Tier 2 @ #2,550.00

EXHIBIT
tabbies
VI F.2.
11-02-23

Putnam County School System

1400 E. Spring Street
Cookeville, TN 38506-4313
Ph: (931) 526-9777 | Fax: (931) 528-6942
www.pcsstn.com

Corby King
Director of Schools

ENGAGE INSPIRE ACHIEVE

Putnam County Board of Education
Agenda Request

Name of Person Making Request: Tim Martin

Date: October 20, 2023

RE: Safe Schools Grant 22-23

Account Funding Code (if appropriate)

__X__ Backup included

_____ Backup to follow

Agenda Item for November 2, 2023, Board meeting.

Request permission to contract with Eversafe Security Solutions to install Ballistic Glass Film at Prescott Middle School and Prescott Elementary School. Price based on the Williamson County Schools Bid in the amount of $79,998.89 to be paid from carryover from the Safe Schools Grant 22-23.

Supervisor — Date 10/20/23

Director of Schools — Date

received
10-20-23

Quote

Eversafe Security Solutions
A Division of Energy Security AAG

Date: October 18, 2023
Quote #: 4397101823
Customer ID: PCSD-CW-TN
Expiration Date: November 18, 2023

To: Putnam County School District
1400 East Spring Street
Cookeville, TN 38506
Tim Martin, 931-526-9777
United States

Security Laminate

Salespers Job	Shipping Method	Shipping Terms	Delivery Date	Payment Terms	Due Date
	TBD	N/A		PO	11/18/23

Item #	Qty	Description	Unit Price	Line Total
1	1	ES Security Laminate, Putnam County School District, Prescott Campus	$ 79,998.89	$ 79,998.89
		Please refer to the attached spreadsheet for installation locations	$ -	$ -
		Estimated costs contract shall be administered in accordance with the	$ -	$ -
		Williamson County Schools Contract WFB #1151 Door and Window	$ -	$ -
		Laminated Security Film.	$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			Subtotal	$ 79,998.89
			Discount	-
			Installation	$ -
			Shipping	$ -
			Total	$ 79,998.89

Quotation prepared by: Wayne Gregory

This is an invoice on the goods named, subject to the conditions noted below:
Interior security laminate has an Ultimate Tensile Strength of 28,500 and is clear. Exterior security laminate has an Ultimate Tensile Strength of 26,500 and can be clear, tinted, and/or reflective. Discount offered on bulk purchase and subject to account being within trading terms and payment of this account being met within payment terms.

To accept this invoice, sign here: _____

Post Office Box 2258 Huntsville, AL 35813 Phone: 256-[illegible]

Location	Quantity	Width (Inches)	Height (Inches	Square Feet Opening	Square Feet Total	SF Price	Total	
A1, Doors	2	26	73	13.18	26.36	$ 16.00	$ 421.78	
A1, Windows	1	36	58	14.50	14.50	$ 16.00	$ 232.00	
A1, Windows	1	36	24	6.00	6.00	$ 16.00	$ 96.00	
A1, Windows	1	36	26	6.50	6.50	$ 16.00	$ 104.00	
A1, Windows	2	39	26	7.04	14.08	$ 16.00	$ 225.33	
A1, Windows	1	14	58	5.64	5.64	$ 16.00	$ 90.22	
A1, Windows	1	14	24	2.33	2.33	$ 16.00	$ 37.33	
A1, Windows	1	14	26	2.53	2.53	$ 16.00	$ 40.44	
A1, Windows	1	22	58	8.86	8.86	$ 16.00	$ 141.78	
A1, Windows	1	22	24	3.67	3.67	$ 16.00	$ 58.67	
A1, Windows	1	22	26	3.97	3.97	$ 16.00	$ 63.56	
Gym, Doors	4	26	73	13.18	52.72	$ 16.00	$ 843.56	
Gym, Sidelight, Lower	2	24	58	9.67	19.33	$ 16.00	$ 309.33	
Gym, Sidelight, Middle	2	24	26	4.33	8.67	$ 16.00	$ 138.67	
Gym, Sidelight, Upper	2	24	28	4.67	9.33	$ 16.00	$ 149.33	$ 2,952.00
Gym, Transom	2	74	28	14.39	28.78	$ 16.00	$ 460.44	
Entrance A6, Doors	2	26	73	13.18	26.36	$ 16.00	$ 421.78	
Entrance A6, Sidelight, Lower	1	24	58	9.67	9.67	$ 16.00	$ 154.67	
Entrance A6, Sidelight, Middle	1	24	26	4.33	4.33	$ 16.00	$ 69.33	
Entrance A6, Sidelight, Upper	1	24	28	4.67	4.67	$ 16.00	$ 74.67	
Entrance A6, Transom	1	74	28	14.39	14.39	$ 16.00	$ 230.22	
Entrance A5, Doors	2	26	73	13.18	26.36	$ 16.00	$ 421.78	
Entrance A5, Transom	1	74	28	14.39	14.39	$ 16.00	$ 230.22	
Auxiliary Area, Doors	2	26	73	13.18	26.36	$ 16.00	$ 421.78	
Auxiliary Area, Sidelight	1	46	58	18.53	18.53	$ 16.00	$ 296.44	
Auxiliary Area, Sidelight	1	46	22	7.03	7.03	$ 16.00	$ 112.44	
Auxiliary Area, Sidelight	1	46	24	7.67	7.67	$ 16.00	$ 122.67	
Auxiliary Area, Transom	1	74	24	12.33	12.33	$ 16.00	$ 197.33	
Corridor, Doors, Vinyl	198	27	14	2.63	519.75	$ 16.00	$ 8,316.00	$ 11,069.33
Totals	707				8251.99		$ 132,031.78	$ 79,998.89

Phase 1

Location	Quantity	Width (Inches)	Height (Inches	Square Feet Opening	Square Feet Total	SF Price	Total	
Stairwell, Transom	1	74	32	16.44	16.44	$ 16.00	$ 263.11	$ 4,196.00
Classrooms, Sidelights, Hallway	22	32	78	17.33	381.33	$ 16.00	$ 6,101.33	
Playground, Doors	2	26	73	13.18	26.36	$ 16.00	$ 421.78	
Playground, Sidelights	2	46	58	18.53	37.06	$ 16.00	$ 592.89	
Playground, Sidelights	2	46	22	7.03	14.06	$ 16.00	$ 224.89	$ 1,239.56
Playground, Sidelights	2	38	58	15.31	30.61	$ 16.00	$ 489.78	
Playground, Sidelights	2	38	22	5.81	11.61	$ 16.00	$ 185.78	
Playground, Sidelights	2	46	24	7.67	15.33	$ 16.00	$ 245.33	
Playground, Sidelights	2	38	24	6.33	12.67	$ 16.00	$ 202.67	
Playground, Transoms	2	38	24	6.33	12.67	$ 16.00	$ 202.67	
Pre-K, Daycare Hall, Doors	2	26	73	13.18	26.36	$ 16.00	$ 421.78	
Entrance B8, Doors	2	26	73	13.18	26.36	$ 16.00	$ 421.78	
Entrance B8, Sidelights	2	46	58	18.53	37.06	$ 16.00	$ 592.89	
Entrance B8, Sidelights	2	46	22	7.03	14.06	$ 16.00	$ 224.89	$ 1,661.33
Entrance B8, Sidelights	2	38	58	15.31	30.61	$ 16.00	$ 489.78	
Entrance B8, Sidelights	2	38	22	5.81	11.61	$ 16.00	$ 185.78	
Entrance B8, Sidelights	2	46	24	7.67	15.33	$ 16.00	$ 245.33	
Entrance B8, Sidelights	2	38	24	6.33	12.67	$ 16.00	$ 202.67	
Entrance B8, Transoms	2	38	24	6.33	12.67	$ 16.00	$ 202.67	
Playground, Doors	2	26	73	13.18	26.36	$ 16.00	$ 421.78	
Playground, Transoms	1	74	32	16.44	16.44	$ 16.00	$ 263.11	$ 684.89
Main Entrance, Doors	4	26	73	13.18	52.72	$ 16.00	$ 843.56	
Main Entrance, Doors, Vinyl	4	26	73	13.18	52.72	$ 16.00	$ 843.56	
Main Entrance, Window	1	48	58	19.33	19.33	$ 16.00	$ 309.33	
Main Entrance, Window	1	48	22	7.33	7.33	$ 16.00	$ 117.33	
Main Entrance, Window	1	26	58	10.47	10.47	$ 16.00	$ 167.56	
Main Entrance, Window	1	26	24	4.33	4.33	$ 16.00	$ 69.33	
Main Entrance, Windows	5	48	58	19.33	96.67	$ 16.00	$ 1,546.67	
Main Entrance, Windows	5	48	24	8.00	40.00	$ 16.00	$ 640.00	
Main Entrance, Windows	2	72	26	13.00	26.00	$ 16.00	$ 416.00	
Main Entrance, Windows	8	26	26	4.69	37.56	$ 16.00	$ 600.89	
Main Entrance, Window, Vinyl	1	48	58	19.33	19.33	$ 16.00	$ 309.33	
Main Entrance, Window, Vinyl	1	48	22	7.33	7.33	$ 16.00	$ 117.33	
Main Entrance, Window, Vinyl	1	26	58	10.47	10.47	$ 16.00	$ 167.56	
Main Entrance, Window, Vinyl	1	26	24	4.33	4.33	$ 16.00	$ 69.33	
Main Entrance, Windows, Vinyl	5	48	58	19.33	96.67	$ 16.00	$ 1,546.67	
Main Entrance, Windows, Vinyl	5	48	24	8.00	40.00	$ 16.00	$ 640.00	
Main Entrance, Windows, Vinyl	2	72	26	13.00	26.00	$ 16.00	$ 416.00	
Main Entrance, Windows, Vinyl	8	26	26	4.69	37.56	$ 16.00	$ 600.89	$ 9,421.33

Location	Quantity	Width (Inches)	Height (Inches	Square Feet Opening	Square Feet Total	SF Price	Total	
Entrance C55, Sidelights	1	46	22	7.03	7.03	$ 16.00	$ 112.44	
Entrance C55, Transoms	2	74	24	12.33	24.67	$ 16.00	$ 394.67	
Entrance C55, Sidelight, Upper	2	18	24	3.00	6.00	$ 16.00	$ 96.00	
Entrance C55, Sidelight, Upper	1	46	24	7.67	7.67	$ 16.00	$ 122.67	
Entrance C53, Doors	4	26	73	13.18	52.72	$ 16.00	$ 843.56	
Entrance C53, Sidelights	2	18	22	2.75	5.50	$ 16.00	$ 88.00	
Entrance C53, Sidelights	2	40	58	16.11	32.22	$ 16.00	$ 515.56	
Entrance C53, Sidelights	1	46	22	7.03	7.03	$ 16.00	$ 112.44	
Entrance C53, Sidelights	1	46	22	7.03	7.03	$ 16.00	$ 112.44	
Entrance C53, Transoms	2	74	24	12.33	24.67	$ 16.00	$ 394.67	
Entrance C53, Sidelight, Upper	2	18	24	3.00	6.00	$ 16.00	$ 96.00	
Entrance C53, Sidelight, Upper	1	46	24	7.67	7.67	$ 16.00	$ 122.67	
Entrance C51, Doors	2	26	73	13.18	26.36	$ 16.00	$ 421.78	
Entrance C51, Sidelight, Lower	1	24	58	9.67	9.67	$ 16.00	$ 154.67	
Entrance C51, Sidelight, Middle	1	24	26	4.33	4.33	$ 16.00	$ 69.33	
Entrance C51, Sidelight, Upper	1	24	28	4.67	4.67	$ 16.00	$ 74.67	
Entrance C51, Transom	1	74	28	14.39	14.39	$ 16.00	$ 230.22	$ 5,521.33
Cafeteria, Doors	4	26	73	13.18	52.72	$ 16.00	$ 843.56	
Cafeteria, Sidelights, Lower	2	67	58	26.99	53.97	$ 16.00	$ 863.56	
Cafeteria, Sidelights, Middle	2	67	22	10.24	20.47	$ 16.00	$ 327.56	
Cafeteria, Windows, Upper	2	67	24	11.17	22.33	$ 16.00	$ 357.33	
Cafeteria, Windows, Upper	2	67	22	10.24	20.47	$ 16.00	$ 327.56	
Cafeteria, Windows, Upper	2	74	24	12.33	24.67	$ 16.00	$ 394.67	
Cafeteria, Windows, Upper	2	74	22	11.31	22.61	$ 16.00	$ 361.78	$ 3,476.00
Cafeteria, Windows	6	144	135	135.00	810.00	$ 16.00	$ 12,960.00	
Entrance B56, Doors	2	26	73	13.18	26.36	$ 16.00	$ 421.78	
Entrance B56, Sidelight, Lower	1	24	58	9.67	9.67	$ 16.00	$ 154.67	
Entrance B56, Sidelight, Middle	1	24	26	4.33	4.33	$ 16.00	$ 69.33	
Entrance B56, Sidelight, Upper	1	24	28	4.67	4.67	$ 16.00	$ 74.67	
Entrance B56, Transom	1	74	28	14.39	14.39	$ 16.00	$ 230.22	
Kindergarten, 1st Grade, Doors	2	26	73	13.18	26.36	$ 16.00	$ 421.78	
Kindergarten, 1st Gr, Sidelights	2	46	58	18.53	37.06	$ 16.00	$ 592.89	
Kindergarten, 1st Gr, Sidelights	2	46	22	7.03	14.06	$ 16.00	$ 224.89	
Kindergarten, 1st Gr, Sidelights	2	38	58	15.31	30.61	$ 16.00	$ 489.78	
Kindergarten, 1st Gr, Sidelights	2	38	22	5.81	11.61	$ 16.00	$ 185.78	
Kindergarten, 1st Gr, Sidelights	2	46	24	7.67	15.33	$ 16.00	$ 245.33	
Kindergarten, 1st Gr, Sidelights	2	38	24	6.33	12.67	$ 16.00	$ 202.67	
Kindergarten, 1st Gr, Transom	1	74	24	12.33	12.33	$ 16.00	$ 197.33	
Stairwell, Doors	2	26	73	13.18	26.36	$ 16.00	$ 421.78	

Location	Quantity	Width (Inches)	Height (Inches	Square Feet Opening	Square Feet Total	SF Price	Total	
Cafeteria, Doors	4	26	73	13.18	52.72	$ 16.00	$ 843.56	
Cafeteria, Sidelights, Lower	2	67	58	26.99	53.97	$ 16.00	$ 863.56	
Cafeteria, Sidelights, Middle	2	67	22	10.24	20.47	$ 16.00	$ 327.56	
Cafeteria, Windows, Upper	2	67	24	11.17	22.33	$ 16.00	$ 357.33	
Cafeteria, Windows, Upper	2	67	22	10.24	20.47	$ 16.00	$ 327.56	
Cafeteria, Windows, Upper	2	74	24	12.33	24.67	$ 16.00	$ 394.67	
Cafeteria, Windows, Upper	2	74	22	11.31	22.61	$ 16.00	$ 361.78	$ 3,476.00
Library, Doors	2	27	69	12.94	25.88	$ 16.00	$ 414.00	
Library, Sidelight	1	36	80	20.00	20.00	$ 16.00	$ 320.00	
Library, Windows, Upper	1	28	58	11.28	11.28	$ 16.00	$ 180.44	
Library, Windows, Upper	1	28	22	4.28	4.28	$ 16.00	$ 68.44	
Library, Windows, Upper	1	76	22	11.61	11.61	$ 16.00	$ 185.78	
Library, Windows, Upper	1	76	24	12.67	12.67	$ 16.00	$ 202.67	
Library, Windows, Upper	1	28	22	4.28	4.28	$ 16.00	$ 68.44	
Library, Windows, Upper	1	28	24	4.67	4.67	$ 16.00	$ 74.67	$ 1,514.44
Library, Windows	2	132	128	117.33	234.67	$ 16.00	$ 3,754.67	
Library, Windows, Lower	14	30	69	14.38	201.25	$ 16.00	$ 3,220.00	
Library, Windows, Upper	14	30	24	5.00	70.00	$ 16.00	$ 1,120.00	$ 4,340.00
Cafeteria, Windows	9	144	134	134.00	1206.00	$ 16.00	$ 19,296.00	
Entrance C10, Doors	2	26	73	13.18	26.36	$ 16.00	$ 421.78	
Entrance C10, Sidelight	1	19	58	7.65	7.65	$ 16.00	$ 122.44	
Entrance C10, Sidelight	1	19	22	2.90	2.90	$ 16.00	$ 46.44	
Entrance C10, Sidelight	1	19	24	3.17	3.17	$ 16.00	$ 50.67	
Entrance C10, Sidelight	1	49	58	19.74	19.74	$ 16.00	$ 315.78	
Entrance C10, Sidelight	1	49	22	7.49	7.49	$ 16.00	$ 119.78	
Entrance C10, Sidelight	1	49	24	8.17	8.17	$ 16.00	$ 130.67	
Entrance C10, Transom	1	76	24	12.67	12.67	$ 16.00	$ 202.67	$ 1,410.22
Classrooms, Doors	3	26	73	13.18	39.54	$ 16.00	$ 632.67	
Classrooms, Sidelights	3	47	58	18.93	56.79	$ 16.00	$ 908.67	$ 1,541.33
Mixed Hall, Doors	4	26	73	13.18	52.72	$ 16.00	$ 843.56	
Mixed Hall, Sidelights	4	46	58	18.53	74.11	$ 16.00	$ 1,185.78	
Mixed Hall, Sidelights	4	46	24	7.67	30.67	$ 16.00	$ 490.67	
Mixed Hall, Sidelights	4	46	32	10.22	40.89	$ 16.00	$ 654.22	
Mixed Hall, Transoms	2	74	32	16.44	32.89	$ 16.00	$ 526.22	$ 3,700.44
Elementary								
Entrance C55, Doors	4	26	73	13.18	52.72	$ 16.00	$ 843.56	
Entrance C55, Sidelights	2	18	22	2.75	5.50	$ 16.00	$ 88.00	
Entrance C55, Sidelights	2	40	58	16.11	32.22	$ 16.00	$ 515.56	
Entrance C55, Sidelights	1	46	22	7.03	7.03	$ 16.00	$ 112.44	

Location	Quantity	Width (Inches)	Height (Inches	Square Feet Opening	Square Feet Total	SF Price	Total	
Hallway, Doors	4	26	73	13.18	52.72	$ 16.00	$ 843.56	$ 3,059.56
Hallway, Windows	1	35	58	14.10	14.10	$ 16.00	$ 225.56	
Hallway, Windows	1	35	22	5.35	5.35	$ 16.00	$ 85.56	
Hallway, Windows	1	35	24	5.83	5.83	$ 16.00	$ 93.33	
Hallway, Transoms	2	74	24	12.33	24.67	$ 16.00	$ 394.67	
Hallway, Windows	1	42	58	16.92	16.92	$ 16.00	$ 270.67	
Hallway, Windows	1	42	22	6.42	6.42	$ 16.00	$ 102.67	
Hallway, Windows	1	42	24	7.00	7.00	$ 16.00	$ 112.00	
Hallway, Windows	1	22	58	8.86	8.86	$ 16.00	$ 141.78	
Hallway, Windows	1	22	22	3.36	3.36	$ 16.00	$ 53.78	
Hallway, Windows	1	22	24	3.67	3.67	$ 16.00	$ 58.67	
Stairwell, Doors	4	26	73	13.18	52.72	$ 16.00	$ 843.56	$ 843.56
Classrooms, Sidelights, Hallway	19	32	78	17.33	329.33	$ 16.00	$ 5,269.33	
Entrance D17, Doors	2	26	73	13.18	26.36	$ 16.00	$ 421.78	
Entrance D17, Sidelights, Middle	1	18	22	2.75	2.75	$ 16.00	$ 44.00	
Entrance D17, Sidelights, Lower	1	18	58	7.25	7.25	$ 16.00	$ 116.00	
Entrance D17, Sidelights, Upper	1	18	26	3.25	3.25	$ 16.00	$ 52.00	
Entrance D17, Transom	1	72	26	13.00	13.00	$ 16.00	$ 208.00	
Entrance C38, Doors	4	26	73	13.18	52.72	$ 16.00	$ 843.56	
Entrance C38, Sidelights	2	18	22	2.75	5.50	$ 16.00	$ 88.00	
Entrance C38, Sidelights	2	40	58	16.11	32.22	$ 16.00	$ 515.56	
Entrance C38, Sidelights	1	46	22	7.03	7.03	$ 16.00	$ 112.44	
Entrance C38, Sidelights	1	46	22	7.03	7.03	$ 16.00	$ 112.44	
Entrance C38, Transoms	2	74	24	12.33	24.67	$ 16.00	$ 394.67	
Entrance C38, Sidelight, Upper	2	18	24	3.00	6.00	$ 16.00	$ 96.00	
Entrance C38, Sidelight, Upper	1	46	24	7.67	7.67	$ 16.00	$ 122.67	
Entrance C40, Doors	4	26	73	13.18	52.72	$ 16.00	$ 843.56	
Entrance C40, Sidelights	2	18	22	2.75	5.50	$ 16.00	$ 88.00	
Entrance C40, Sidelights	2	40	58	16.11	32.22	$ 16.00	$ 515.56	
Entrance C40, Sidelights	1	46	22	7.03	7.03	$ 16.00	$ 112.44	
Entrance C40, Sidelights	1	46	22	7.03	7.03	$ 16.00	$ 112.44	
Entrance C40, Transoms	2	74	24	12.33	24.67	$ 16.00	$ 394.67	
Entrance C40, Sidelight, Upper	2	18	24	3.00	6.00	$ 16.00	$ 96.00	
Entrance C40, Sidelight, Upper	1	46	24	7.67	7.67	$ 16.00	$ 122.67	
Entrance C42, Doors	2	26	73	13.18	26.36	$ 16.00	$ 421.78	
Entrance C42, Sidelight, Lower	1	24	58	9.67	9.67	$ 16.00	$ 154.67	
Entrance C42, Sidelight, Middle	1	24	26	4.33	4.33	$ 16.00	$ 69.33	
Entrance C42, Sidelight, Upper	1	24	28	4.67	4.67	$ 16.00	$ 74.67	
Entrance C42, Transom	1	74	28	14.39	14.39	$ 16.00	$ 230.22	$ 6,363.11

Location	Quantity	Width (Inches)	Height (Inches	Square Feet Opening	Square Feet Total	SF Price	Total	
Middle School								
Main Entrance, Doors	4	26	73	13.18	52.72	$ 16.00	$ 843.56	
Main Entrance, Doors, Vinyl	4	26	73	13.18	52.72	$ 16.00	$ 843.56	
Main Entrance, Window	1	48	58	19.33	19.33	$ 16.00	$ 309.33	
Main Entrance, Window	1	48	22	7.33	7.33	$ 16.00	$ 117.33	
Main Entrance, Window	1	26	58	10.47	10.47	$ 16.00	$ 167.56	
Main Entrance, Window	1	26	24	4.33	4.33	$ 16.00	$ 69.33	
Main Entrance, Windows	5	48	58	19.33	96.67	$ 16.00	$ 1,546.67	
Main Entrance, Windows	5	48	24	8.00	40.00	$ 16.00	$ 640.00	
Main Entrance, Windows	2	72	26	13.00	26.00	$ 16.00	$ 416.00	
Main Entrance, Windows	8	26	26	4.69	37.56	$ 16.00	$ 600.89	
Main Entrance, Window, Vinyl	1	48	58	19.33	19.33	$ 16.00	$ 309.33	
Main Entrance, Window, Vinyl	1	48	22	7.33	7.33	$ 16.00	$ 117.33	
Main Entrance, Window, Vinyl	1	26	58	10.47	10.47	$ 16.00	$ 167.56	
Main Entrance, Window, Vinyl	1	26	24	4.33	4.33	$ 16.00	$ 69.33	
Main Entrance, Windows, Vinyl	5	48	58	19.33	96.67	$ 16.00	$ 1,546.67	
Main Entrance, Windows, Vinyl	5	48	24	8.00	40.00	$ 16.00	$ 640.00	
Main Entrance, Windows, Vinyl	2	72	26	13.00	26.00	$ 16.00	$ 416.00	
Main Entrance, Windows, Vinyl	8	26	26	4.69	37.56	$ 16.00	$ 600.89	$ 9,421.33
E27, Doors	2	26	73	13.18	26.36	$ 16.00	$ 421.78	
E27, Windows	1	36	58	14.50	14.50	$ 16.00	$ 232.00	
E27, Windows	1	36	24	6.00	6.00	$ 16.00	$ 96.00	
E27, Windows	1	36	26	6.50	6.50	$ 16.00	$ 104.00	
E27, Windows	2	39	26	7.04	14.08	$ 16.00	$ 225.33	
E27, Windows	1	14	58	5.64	5.64	$ 16.00	$ 90.22	
E27, Windows	1	14	24	2.33	2.33	$ 16.00	$ 37.33	
E27, Windows	1	14	26	2.53	2.53	$ 16.00	$ 40.44	
E27, Windows	1	22	58	8.86	8.86	$ 16.00	$ 141.78	
E27, Windows	1	22	24	3.67	3.67	$ 16.00	$ 58.67	
E27, Windows	1	22	26	3.97	3.97	$ 16.00	$ 63.56	$ 1,511.11
Corridor, Doors	4	32	73	16.22	64.89	$ 16.00	$ 1,038.22	
Corridor, Transoms	4	39	24	6.50	26.00	$ 16.00	$ 416.00	$ 1,454.22
Auxiliary Gym, Doors	2	32	73	16.22	32.44	$ 16.00	$ 519.11	
Auxiliary Gym, Sidelights, Middle	1	35	58	14.10	14.10	$ 16.00	$ 225.56	
Auxiliary Gym, Sidelights, Lower	1	35	24	5.83	5.83	$ 16.00	$ 93.33	
Auxiliary Gym, Sidelights, Upper	1	35	26	6.32	6.32	$ 16.00	$ 101.11	
Auxiliary Gym, Transom	1	76	24	12.67	12.67	$ 16.00	$ 202.67	$ 1,141.78
Gym, Doors	6	32	73	16.22	97.33	$ 16.00	$ 1,557.33	
Gym, Transoms	6	38	26	6.86	41.17	$ 16.00	$ 658.67	

EXHIBIT
tabbies
VI F. 3.
11-02-23

Putnam County School System

1400 E. Spring Street
Cookeville, TN 38506-4313
Ph: (931) 526-9777 | Fax: (931) 528-6942
www.pcsstn.com

Corby King
Director of Schools

ENGAGE INSPIRE ACHIEVE

Putnam County Board of Education
Agenda Request

Name of Person Making Request: Tim Martin

Date: October 20, 2023

RE: Upperman Middle School Playground

Account Funding Code (if appropriate)

__X__ Backup included

_____ Backup to follow

Agenda Item for November 2, 2023, Board meeting.
Request permission to accept the donation of swing set for the Upperman Middle School Playground from the Upperman Middle School PTO. Swingset approved by John Magura and will be installed by PCSS Maintenance Department.

Tim Martin 10/20/23

Supervisor Date

Director of Schools Date

Received
10-20-23

Upperman Middle School

6700 Nashville Hwy. Baxter, Tennessee 38544
Phone (931) 858-6601 Fax (931) 858-6637

Jessica Etheredge, Principal
Lesley Herron, Assistant Principal Kyle Childress, Assistant Principal

September 14, 2023

Dear Mr. King and Putnam County Board of Education:

Our PTO would like to donate a swing set and benches to one of our playground areas. Our current playground is not age-appropriate. After surveying students it was found that they want an area to play various sports and swings. We will be having the current equipment moved to Sycamore Elementary School. The PTO will be covering the cost of all the equipment.

Thank you,
Jessica Etheredge
Principal



Upperman Middle School

6700 Nashville Hwy. Baxter, Tennessee 38544
Phone (931) 858-6601 Fax (931) 858-6637

Jessica Etheredge, Principal
Lesley Herron, Assistant Principal Kyle Childress, Assistant Principal



Upperman Middle School

6700 Nashville Hwy. Baxter, Tennessee 38544
Phone (931) 858-6601 Fax (931) 858-6637

Jessica Etheredge, Principal
Lesley Herron, Assistant Principal Kyle Childress, Assistant Principal

PROPOSAL

Created: June 19, 2023
Modified:

Quote Name: Baxter UMS 61623-01-01

Prepared By: Adam Walton
(931) 303-0227
adam@rec-concepts.com

Prepared For: Jessica Etheredge
931-801-5964
jessica.etheredge@pcsstn.com

Bill To: Jessica Etheredge
Upperman Middle School
6700 Nashville Hwy Baxter TN 38544

Ship To: Upperman Middle School
6700 Nashville hwy
Baxter, TN 38544

Please make out purchase orders, contracts, and checks to:

Invoice Address Recreational Concepts
1151 S Willow Ave Ste D
Cookeville TN 38506

Lead Time: 6-10 Weeks
Payment Terms: 50% down at PO, 25% upon delivery, Balance upon completion

We are pleased to submit this proposal to supply the following items:
Baxter UMS Playground

QTY	Model No	DESCRIPTION	UNIT WT	UNIT PRICE	WEIGHT	EXTENDED AMT
3	278557A	Hedra Swing Frame DB Only		$ 11,565.00	1,038.0	$ 11,565.00
2	281067A	Hedra Swing Frame Spacer Set		$ -	20.0	$ -
6	174018A	Belt Seat ProGuard Chains for 8' Beam Ht		$ 900.00	48.0	$ 900.00
5	141683A	72" TenderTuff Bench w/Back No Armrests DB		$ 3,750.00	605.0	$ 3,750.00
1	182503C	Welcome Sign		$ -		$ -
		No Installation Included in Price				

Subtotal	$	16,215.00
Freight	$	3,100.00
Tax Rate		
Project Tax	$	-
Equipment Installation		
Project Total	$	19,315.00

"The quality will remain long after the price is forgotten."
~Henry Royce

EXHIBIT
tabbies
VI F. 4
11-02-23

Board Agenda Request
For November 2, 2023 Meeting

Date 10/19/2023

Department CTE

Person Submitting Jackie Vester

Account Number (if appropriate) N/A

Check one:

___X__ Backup included

_____ Backup to follow

Statement to be included in Board Agenda Packet:

Approval of the Customer Agreement between National HealthCareer Association (NHA) - Leawood, KS and Putnam County School System to establish the terms and conditions under which NHA will provide certified medical industry preparation materials and certification exams.

received
10-19-23

CUSTOMER AGREEMENT

nha

Organization Information

Organization Name: Putnam County School System

Primary Contact Name: Jackie Vester Email: jvester@pcsstn.com Phone: 931-526-9777 x1448

Additional Contact Name: Sarah Bos Email: boss@pcsstn.com Phone: 931-526-9777 x1468

Shipping Information FOR DISTRICT ACCOUNT ONLY

PAGE 6 LISTS SHIPPING INFO FOR INDIVIDUAL SCHOOLS

Shipping Contact Name: Sarah Bos Email: boss@pcsstn.com Phone: 931-526-9777 x1468

Address Line 1: Putnam County Board of Education

Address Line 2: 1400 East Spring Street

City: Cookeville State: TN Zip: 38506

Billing Information

☐ Check here if same as Shipping

Billing Contact Name: Sarah Bos Email: boss@pcsstn.com Phone: 931-526-9777 x1468

Address Line 1: Putnam County Board of Education

Address Line 2: 1400 East Spring Street

City: Cookeville State: TN Zip: 38506

Tax-Exempt? [X] YES NO [ ] Tax Exempt ID: 265006951

All Tax-Exempt organizations must provide a copy of the tax exemption certificate.

Career Services Information (If applicable to organization)

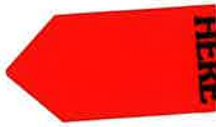
Contact Name: _____ Phone: _____

Contact Email: _____

Payment Terms

NHA reserves the right to suspend online access and stop shipments in the event payments are more than 60 days overdue; suspension of online access will impact a Customer's Candidate's use of the Products and Services. As the NHA Order is solely between NHA and Customer, NHA has no obligation to accept payment from any third party and Customer is fully responsible for timely payment to NHA of all fees noted on the NHA Order. All fees noted on an NHA Order are exclusive of any sales, use, value added or other taxes, fees, or costs which may be imposed, levied, or assess licensing, delivery, or Products or Services. Shipping and handling costs, as well as any tax owed by Customer, will be added to the purchase amount. Customer shall pay all taxes that may become due as a result of the NHA Order, excepting only NHA's income and payroll related taxes. NHA shall invoice Customer for all such taxes, which may be paid by NHA unless, prior to Product delivery or commencement of applicable Services, Customer provides NHA with a valid tax-exempt certificate. No returns shall be accepted on Products delivered hereunder. If Customer requires a purchase order for payment, customer shall issue a purchase order referencing this NHA Order upon execution. Failure of the Customer to provide such purchase order within fifteen (15) calendar days shall be deemed a waiver by Customer of its need to issue a purchase order.

Initials: _____



CUSTOMER AGREEMENT

Certification Program Information

As outlined in NHA Candidate Handbook, your candidates are eligible to sit for an NHA Exam by successfully completing one of the outlined pathways. For more information regarding these pathways, please visit https://www.nhanow.com/docs/default-source/pdfs/handbooks/candidate_handbook.pdf

Please select all applicable Certifications and verify corresponding information by initialing where indicated.

	Certification	Pathway for Eligibility	Prep Material Payment	Exam Delivered via	Exam 1st Attempt	Exam Retakes	Initials
☐	Billing & Coding (CBCS)						
☒	Clinical Medical Asst. (CCMA)	Training Program	Org Pay/Code	Online	Org Pay/Code	Org Pay/Code	
☐	Electronic Health Records (CEHRS)						
☐	EKG Technician (CET)						
☐	Medical Admin. Asst. (CMAA)						
☐	Patient Care Technician (CPCT/A)						
☐	Pharmacy Technician (ExCPT)						
☐	Phlebotomy Technician (CPT)						

Specialty Program Information

	Specialty Product	Payment Type	Initial
☐	Team Based Care™		
☐	Principles of Health Coaching™		
☐	PersonAbility™		
☐	MA Skillsbuilder™ Admin		
☐	PharmaSeer™		
☐	PharmaSeer Math™		
☐	Medical Terminology		
☐	Anatomy & Physiology		
☐	PersonAbility for Pharm Tech™		
☐	MA Skillsbuilder™ Clinical		

NATIONAL HEALTHCAREER ASSOCIATION (NHA) CUSTOMER AGREEMENT

Terms of Use for NHA Products/Materials and Services

1. PURPOSE; DEFINITIONS. These Terms of Use govern the use by the Customer (defined to include all employees, staff, faculty, and agents of the Customer) of the NHA Products and Services listed on the NHA Order Form, to which this Terms of Use is attached ("NHA Order"), and all other Proprietary Materials provided to or obtained by the Customer. "Products" shall mean the proprietary products of Assessment Technologies Institute, LLC ("ATI"), the parent company of NHA, or its affiliated entities ("Affiliates"), sold through NHA, as listed on the NHA Order and made available to Customer in any form or medium delivered or made accessible to Customer, including hard copy and/or electronic delivery and all copies made thereof, and all updates and revisions provided by NHA, ATI or its Affiliates thereto. "Services" shall mean any service provided by NHA, ATI or its Affiliates to the Customer in connection with Product(s). "Proprietary Materials" shall mean all other forms of content created by or on behalf of ATI or NHA, including but not limited to reports, benchmarking, analytic or metric reporting, publications, white papers, studies, blog posts or other similar materials (together with Products, "Products/Materials").

2. LICENSE GRANT AND RESTRICTIONS FOR PRODUCTS AND SERVICES. (a) Subject to the terms herein and provided that Customer has paid all outstanding balances due NHA or ATI pursuant to any prior agreements, orders or understandings between the Parties, ATI, through NHA, grants to Customer a non-exclusive, non-transferrable, non-sublicensable right to access and use the Products/Materials and Services delivered or made available to Customer by NHA as described herein ("General License"). Such Products/Materials and Services may be used only by Customer's sponsored certification candidates (each, a "Candidate") or certificate program learners ("Learner"), administrators, faculty, and staff in the Territory noted above (collectively, "Authorized Users"). Products are strictly licensed on a per Candidate/Learner basis and are not to be (i) shared among Candidates/Learners, (ii) reproduced or copied in whole or in part in any manner by Customer, including faculty, or any Candidate/Learner, (iii) projected for shared viewing or use, or (iv) made available in any library or electronic learning management system operated by Customer for use on other than on a per Candidate/Learner basis, all of which are material violations of the General License granted by NHA and grounds for immediate termination of the General License. (b) Products which are comprised of certification examinations offered by NHA ("Certification Exam Products") are subject to a limited license and may be used only in connection with the administration of Certification Exam Products on the particular exam date(s) for which the Customer has registered with NHA ("Limited Exam License"). Customer is prohibited from offering a Certification Exam Product to any Candidate who has not registered online with NHA. Customer, as an NHA-authorized test administration site, will ensure that each Certification Exam Product is only administered to Candidates who have registered to take such exam on that specific date and no Candidate or any other individual who is not registered or is registered for a different date will be permitted to take the exam. Customer will not administer Certification Exam Products at any location other than the locations approved in advance by NHA as authorized test administration sites. Customer is prohibited from transporting, in any manner, Certifications Exam Products from an authorized test administration site to any other location, including another authorized test administration site. Customer's Limited Exam License begins at the start and automatically terminates at the conclusion of each exam administration. To be clear, Customer, including its faculty, has no right under the Limited Exam License to access, review, or otherwise utilize any content contained in any Certification Exam Product(s) before, during or at any time after the administration of an examination and Customer's rights to use Certification Exam Products are limited only to the administration of the exam pursuant to NHA's exam administration instructions. Customer is strictly forbidden from reproducing, copying, recording, summarizing, making notes concerning or otherwise capturing the content of any Certification Exam Product or any portion thereof in any manner or using any medium, and from distributing or transferring the Certification Exam Product or any portion thereof in any manner to any person other than to Candidate(s) registered to take such exam on that specific date.

3. CUSTOMER OBLIGATIONS. Customer shall supervise all use of the Products/Materials and Services by Authorized Users and take reasonable measures to allow only Authorized Users to access the Products/Materials consistent with these Terms of Use. Customer shall not (and shall take reasonable steps to ensure Authorized Users do not) (i) modify, translate, disassemble, decompile, or create derivative works of the Products, Services, Proprietary Materials or any portion thereof; (ii) copy, reproduce, transfer, loan, rent, lease, distribute, or grant any access to or rights in any form to Products/Materials or remove or obscure any copyright or other proprietary notice, labels or proprietary marks in any Products/Materials or Services; and (iii) allow any third party any access to the Products/Materials or Services not authorized under these General Terms. All Products/Materials and Services are subject to copyright and contain proprietary and trade secret information belonging to ATI or its Affiliates and Customer agrees not to disclose any Product/Material or portion thereof to any person who is not an Authorized User. If Customer is obtaining online access to Products/Materials or Services hosted on ATI's or its Affiliates' servers, Customer, including Authorized Users, shall receive and utilize access information, such as passwords and usernames, ("Access Information") to permit Product/Material and Services access. Customer shall implement reasonable measures to safeguard against improper sharing or unauthorized use of such Access Information. Customer will maintain the confidentiality, security, and integrity of the Products/Materials, placing special security emphasis on all examination questions and answers. Customer is responsible for securing its facilities and implementing procedures such that all Certification Exam Products, including test content, data, questions and answers, provided hereunder do not leave the Customer's control and custody at any time and are returned, whether used or unused, to NHA within 3 business days via courier service, such as Federal Express, following the conclusion of each exam administration. NHA may terminate the Licenses by written notice (i) with immediate effect if Customer infringes or misappropriates any Product/Material or Service made available hereunder, including failure to return exam materials timely, or otherwise breaches any material License provision contained in these Terms of Use, or (ii) if Customer fails to cure any other material breach of these terms within thirty (30) days after receipt of written notice from NHA. On the License termination date, Customer shall make no further use of the Products/Materials or Services and, in the event of a breach of these terms, NHA shall deactivate Customer's access to the Products/Materials and Services licensed hereunder. NHA reserves the right to periodically conduct an audit, on its own or through ATI or an ATI Affiliate, of Customer's facility and records to confirm the integrity and security of the Products/Materials and Services and verify Customer's compliance with the terms set forth herein. Customer will comply with and facilitate such audit, which will be conducted at NHA's expense. If an audit reveals any use of Products/Materials or Services by Customer in excess of the amount paid for by Customer, Customer shall promptly pay to NHA fees associated therewith. Under no circumstances is Customer permitted to state or imply that it or any program, course, training, materials (except for NHA Products/Materials) or software it offers, sells or licenses to others is certified, accredited, endorsed or approved by NHA, ATI or its Affiliates.

4. PROPRIETARY RIGHTS. Customer acknowledges that the Products, Services and Proprietary Materials it receives are the sole and exclusive intellectual property of ATI, its Affiliates, or their respective licensors and are protected by copyright. All use of NHA's or ATI's names, logos or marks must be pre-approved by NHA. All rights are reserved by ATI and its Affiliates. No part of the Products, Services or Proprietary Materials may be copied, reproduced, recorded, distributed, or made public, in whole or in part, without prior review by, and written consent of, NHA. Other than as expressly set forth in these Terms of Use, no license or other rights in or to the Products, Services or Proprietary Materials are granted to Customer, and all such licenses and rights are hereby expressly reserved by ATI and its Affiliates. Customer's limited right to use the Products, Services and Proprietary Materials is governed by these Terms of Use, and any terms included in the applicable Products, Services and Proprietary Materials. NHA, ATI, and its Affiliates reserve the right to seek all legal and equitable rights and remedies available to them for any Customer violation of these Terms of Use.

5. ORDERS; FEES AND PAYMENT. For each Customer order of Products and Services under the NHA Order, Customer shall register with NHA using its online registration and reporting system. All NHA Orders are subject to these Terms of Use. Customer represents that Customer is fully authorized to enter into these Terms of Use and NHA Order and has all necessary authority to properly commit to the expenditure of Customer funds for the payment of fees hereunder. For orders of online Products/Materials and Services, NHA will invoice Customer on the date Customer is provided the information needed to access the Products/Materials or Services, such as but not limited to access or discount codes. For orders consisting of shipments, NHA will invoice Customer when the Products/Materials are shipped to Customer. For orders consisting of both electronic and shipped Products, NHA will invoice Customer when Customer on the date Customer is provided the information needed access to access the online Product(s) and shipments will be made three to five days thereafter. NHA reserves the right to adjust its pricing at any time, such price changes to be posted on NHA's website at www.nhanow.com and effective with respect to any NHA Order placed fifteen (15) days following the initial posting date on the website regardless of prices listed on any form used to place the order. Products/Materials and Services fees are due and payable net thirty (30) days from the invoice date. All prices and fees are expressed in U.S. dollars and all fees are to be paid by Customer in US dollars. Customer shall pay NHA for all Products/Materials and Services ordered, regardless of whether Customer or its Authorized Users actually utilizes all of said Product(s), Proprietary Materials and Service(s). NHA reserves the right to suspend online access and stop shipments in the event payments are more than sixty (60) days overdue. Discount/access codes are valid for eighteen (18) months from the date of issuance (the "Product Expiration Date"). All inventory must be used by the Product Expiration Date. Any inventory remaining after the Product Expiration Date will be unusable, forfeited and nonrefundable and the system will reject expired codes entered after the code expiration date. Once a Product /Material has been assigned to an Authorized User, it is deemed to be accessed ("Initial Access Date"). Access to any online learning product, such as, but not limited to, all prep products and certificate products, will expire twenty-four (24) months from the Initial Access Date. Nothing in this section impacts exam scheduling or rescheduling deadlines or timeframes. As the NHA Order is solely between NHA and Customer, NHA has no obligation to accept payment from any third party and Customer is fully responsible for timely payment to NHA of all fees noted on the NHA Order. All fees noted on an NHA Order are exclusive of any sales, use, value added or other taxes, fees, or costs which may be imposed, levied, or assessed against the sale, licensing, delivery, or use of Products/Materials or Services. Customer shall pay all taxes that may become due as a result of the NHA Order, excepting only NHA's and its Affiliates' income and payroll related taxes. NHA shall invoice Customer for all such taxes, which may be paid by NHA or its applicable Affiliates unless, prior to Product delivery or commencement of applicable Services, Customer provides NHA with a valid tax-exempt certificate. Shipping and handling costs, as well as any tax owed by Customer, will be added to the purchase amount. If Customer requires a purchase order for payment, customer shall issue a purchase order referencing this NHA Order upon execution. Failure of the Customer to provide such purchase order within fifteen (15) calendar days shall be deemed a waiver by Customer of its need to issue a purchase order. No returns shall be accepted on Products delivered hereunder.

6. TERM: These Terms of Use shall be effective as of the date of the Customer's signature and may be terminated, without cause or penalty, by either party on thirty (30) days written notice, which may be by email. Notwithstanding the foregoing, NHA reserves the right to update these Terms of Use to reflect then current offerings, by replacing these Terms regularly but not more frequently than annually, such replacement Terms to be mutually agreed upon.

7. MISCELLANEOUS: These terms may not be modified except by a written amendment signed by an authorized representative of Customer and NHA. Customer may not assign any of its rights or obligations herein without NHA's express written permission. These Terms of Use are governed by the laws of the State of Kansas. No warranty of merchantability or fitness for a particular purpose is promised, express or implied, with respect to any Product or Service. NHA's, ATI's and its Affiliates' liability, actual or implied, is limited to the purchase price of the Products/Materials and Services ordered in the accompanying NHA Order. The NHA Order contains the terms between NHA and Customer regarding the Products/Materials and Services. Customer acknowledges that the certification Products/Materials and Services do not comprise an educational or training program or course, but rather, are exam preparation tools and professional certification exams provided for use by Customer in programs and courses developed or licensed and implemented by Customer. The certificate program Products/Materials and Services are specialized content which can be incorporated by Customer in its programs and courses, stand-alone for specialized training or provide continuing education. Customer expressly permits NHA to share data it receives from Customer, including, as applicable, data concerning Authorized Users, with ATI and its Affiliates for purposes of Product and Service delivery, improvement, system operations, generate reports and analytics for use by your Institution or by your Candidates/Learners or by NHA for research. In connection with any federal contracts, the online Products and Services and Proprietary Materials were developed solely at private expense, contain "restricted computer software" submitted with restricted rights in accordance with the US FAR 52.227-19 (a) through (c) of the Commercial Computer Software License (Dec 2007) Clause and its successors, and in all respects is proprietary data belonging to ATI and its Affiliates. Neither ATI nor NHA intend to be a "Third Party Servicer" as that term is defined in 34 C.F.R. § 668.2 or as used under Title IV of the Higher Education Act of 1965, as amended. Customer should not include ATI or NHA in its institutional reporting requirements to the U.S. Department of Education pursuant to 34 C.F.R. § 668.25(e). (Rev. Apr 2018)

Customer Printed Name	PLEASE SIGN & DATE	*NHA Printed Name*
Customer Signature		*NHA Signature*
Date		*Date*

Testing Center Criteria Attestation

Testing Center Name: Cookeville High School Phone: 931-520-2287

Address Line 1: 1 Cavalier Drive

Address Line 2:

City: Cookeville State: TN Zip: 38501

GENERAL

- ☐ The Testing Center must be located at a site under control of the NHA customer. If the customer does not have a suitable Testing Center at the location in which it plans to administer an NHA certification examination, the customer will not be approved as a test administration site and candidates will be required to sit for their examination through NHA's approved 3rd party testing site company, PSI.
- ☐ Each Testing Center must conform to local building, sanitation & health codes, as well as ADA requirements.
- ☐ Building/grounds must be kept clean and properly maintained with exits and emergency exits marked and unobstructed
- ☐ Fire extinguishers must be present and in working order, with location well marked and easily accessible

TESTING CENTER ENVIRONMENT

- ☐ Test room must be well-ventilated, with continuous air circulation to maintain a consistent and comfortable temperature.
- ☐ Test room must be lit so every candidate can easily read all diagrams, charts, etc. regardless of exam administration method
- ☐ Any bulletin boards, charts and posters providing strategies for solving problems must be removed or covered.
- ☐ Wires for computer stations must be secured to prevent accidental dislodging or unplugging and to avoid tripping hazards.
- ☐ If the exam is administered using computers, only Testing Center computers may be used. Each computer must be equipped with a keyboard, mouse and display of sufficient size and must conform to the technical specifications made available on the NHA website.

TEST ROOM SET UP AND SEATING ARRANGEMENT

- ☐ Test stations and chairs must be placed so candidates are comfortably seated at least three feet apart.
- ☐ Test station surfaces must comfortably accommodate a computer and applicable testing materials. (42"x36" recommended)
- ☐ All Testing Centers must be a separate room with a closable door.
- ☐ All examinees must face the same direction in the test room regardless of number of examinees or distance between them
- ☐ Each Testing Center must have a proctor station, located inside the Testing Center with the proctor facing the candidates. If the exam is administered using computers, the proctor station must be equipped with a computer, to be used only by the proctor(s). Such computer must be equipped with a keyboard, mouse and display of sufficient size and must conform to the technical specifications made available on the NHA website.
- ☐ Each candidate should have his/her own testing station. If candidates are seated at a shared table, each candidate must be allotted the station table space described above and a divider should be erected between the candidates. If round tables are used, regardless of size, only one candidate may be seated at each table and, must be seated so as to face the proctor station.
- ☐ During the administration of an exam, the Testing Center shall be free from any other activity and the surrounding area shall be free of any activity that can cause distraction; during non-testing time, the Testing Center may be available for other uses.
- ☐ The Testing Center should not be scheduled for a different use for a sufficient time following the end of the examination period to avoid distraction that can be caused by foot traffic or loud noise caused by people gathering outside of the Testing Center awaiting the next use.
- ☐ There must be sufficient aisle space for proctors to get to every seat during testing without disturbing candidates.
- ☐ If there are candidates that have received approval of a request for accommodation that cannot be provided while adhering to the above set-up and seating arrangement requirements, a separate Testing Center must be provided to the candidate (or candidates, if each of the approved-accommodations of each of the candidates can be met in a shared Testing Center). The separate Testing Center must comply with the approved accommodation and meet as many, if not all, of the above set-up and seating arrangement requirements as practicable considering the specific accommodation(s). The separate Training Center room must have its own proctor.

SECURITY and SURVEILLANCE

- ☐ Each exam administration must be proctored pursuant to NHA guidelines and by an NHA-approved proctor(s) (see the NHA Proctor Manual for additional information). All proctors must meet NHA's eligibility requirements and complete the proctor registration, training and oath in order to become NHA-approved proctors.
- ☐ During the administration of an examination, the Testing Centers must have proper supervision at all times. The proctor(s) must be in the Testing Center for the entire test administration period with a proctor to candidate ratio no less than 1 proctor for every 25 candidates.
- ☐ Video surveillance is preferred and should be used when available. Video surveillance, if available, must be used in addition to having the required number of proctors in the Testing Center and cannot be used in lieu of having the required number of proctors in the Testing Center at all times.

- ☐ Any person who has a "conflict of interest", as defined in the Proctor Manual, is not permitted to serve as a proctor or have access to the Testing Center during exam administration. Persons deemed to have a conflict of interest include, but is not limited to, anyone who is (1) responsible for the administration of an allied health field of study at the institution attended by the candidates or employer of the candidate, including owners, directors, program directors and any person that is involved in the development of course or program materials, curricula, skills training or any other form of course or program content; (2) an instructor that is or has been in the preceding two years responsible for teaching allied health subjects to the candidates siting for the exam, including any assistants, tutors, clinical preceptors, or skills lab or simulation lab personnel; (3) an institution employee having a vested interest in the candidates' (or any one candidate's) performance on the exam, such as a direct supervisor or manager, guidance or career counselor, school psychologist, special education teacher, or mentor that the candidate(s) associate with, or have associated with, on a regular basis in the preceding two years;
(4) the employer, manager or supervisor of the candidates sitting for the exam; (5) a fellow student or fellow employee of the candidates sitting for the exam; or (6) a family member of any candidate challenging the exam.
- ☐ Employees of the educational institution, including instructors, are not permitted to sit for an NHA certification examination at the customer's site but may sit for an NHA certification examination at NHA's approved 3rd party testing site company, PSI.
- ☐ At least one proctor during each test administration must be capable of (1) fully monitoring the examination room, including being able to move about the room and hear and see the test takers to ensure computers are in use, access to servers, databases, USB ports, websites other than the NHA certification portal and other sources of computer-based information are not accessed during test administration; (2) reading and providing instructions to test takers in English; and (3) operating the computer-based Certification Portal provided by NHA, printing and copying equipment and a timepiece.
- ☐ Testing Center door must restrict any unauthorized access during exam administration.
- ☐ No reference materials of any kind can be in the Testing Center during the administration of any NHA examination, except that the required and approved reference books, and only the approved reference books, for the CBCS exam are permitted. Please note that a candidate that does not bring the required reference books must be required to reschedule their exam date.
- ☐ Telephones, computers (other than those provided by the Testing Center), electronic tablets, electronic readers, cameras, MP3 players, pagers, radios, watches, electronic translators, calculators and all other electronic devices are prohibited in the Testing Center, except to the extent the electronic device is approved pursuant to an accommodation request or a medically-prescribed assistive device for a disability. Such devices are subject to inspection.
- ☐ All exam material must be fully secured in a locked cabinet or locked room when not in use and at no time may any exam material (excluding required forms to be completed by the proctor) be copied in any manner or for any reason. Only NHA-approved proctors are permitted to open packaging containing exam material or handle the exam material once removed from the shipping packaging. Proctors are responsible for distributing, collecting and returning all exam materials and protecting the chain of custody of such materials (from proctor to candidate to proctor to NHA without intervention by any other party). With respect to computer-based exam materials, except for NHA-approved proctors, no employees or agents of the customer, including Program administrators, instructors or staff, are permitted to access any computer-based exam materials, and NHA-approved proctors may only do so during the administration of the exam.
- ☐ No employee, agent or contractor of the customer may sit for an NHA certification examination administered by or at the institution.

EQUIPMENT and SUPPLIES

- ☐ Each Testing Center must have an accurate wall clock(s) that is visible to all exam candidates and the proctors. In addition, the proctor(s) should have at least one additional timepiece in the Testing Center to ensure accurate timing.
- ☐ A copy machine or scanner must be available and in good working order to generate copies of candidate IDs, test eligibility documentation and any confiscated items if test misconduct or an irregularity occurs. Exam materials are not to be copied or scanned.
- ☐ Scrap paper, pencils and such other supplies specified by NHA in the instructions provided to the proctors or supplied by NHA.

Terms and Conditions:

I certify and represent, on behalf of the above named institution, that the above requirements are in place and it is sufficiently prepared and equipped to perform as noted herein and shall comply with all NHA test administration policies, including without limitation these terms. I also understand and agree that NHA has the right to terminate its relationship with any test site or test site personnel without advance notice if NHA determines, in its sole discretion and for any reason, that such termination is appropriate and necessary.

_____
Customer Printed Name

PLEASE SIGN & DATE

_____
Customer Signature

_____
Date

MULTIPLE LOCATION ONBOARDING

All additional locations as detailed below are subject to the terms and conditions contained in the agreement between you and NHA (Assessment Technologies Institute, LLC, d/b/a National Healthcareer Association) attached herein.
Initial _

Additional Location Information

Organization Name Cookeville High School

Primary Contact Name Mindy Johnson Email mindy.johnson@pcsstn.com Phone 931-520-2287

Additional Contact Name _____ Email _____ Phone _____

Shipping Contact Name Mindy Johnson Email mindy.johnson@pcsstn.com Phone 931-520-2287

Address Line 1 1 Cavalier Drive

Address Line 2 _____

City Cookeville State TN Zip 38501

Check here if same as Shipping ☐

Billing Contact Name Sarah Bos Email boss@pcsstn.com Phone 931-526-9777x1468

Address Line 1 _ 1400 East Spring Street

Address Line 2 _

City Cookeville State TN Zip 38506

Additional Location Information

Organization Name Monterey High School

Primary Contact Name Matassia Riley Email matassia.riley@pcsstn.com Phone 931-839-2970

Additional Contact Name _____ Email _____ Phone _____

Shipping Contact Name Matassia Riley Email matassia.riley@pcsstn.com Phone 931-839-2970

Address Line 1 710 Commercial Avenue South

Address Line 2 _____

City Monterey State TN Zip 38574

Check here if same as Shipping ☐

Billing Contact Name Sarah Bos Email boss@pcsstn.com Phone 931-526-9777 x1468

Address Line 1 _ 1400 East Spring Street

Address Line 2 _

City Cookeville State TN Zip 38506

Additional Location Information

Organization Name Upperman High School

Emily Morgan emily.morgan@pcsstn.com 931-858-3112
6950 Nashville Hwy
Baxter, TN 38544

Billing Contact: Sarah Bos boss@pcsstn.com

nha

Proposal

Prepared for:
Putnam County School System

Prepared by:
Beth Pintner

About NHA

Our Mission

Empowering People to Access a Better Future

National Healthcareer Association (NHA) is building the next generation of allied health professionals. Since 1989, we have helped over 1 million people access a better future in healthcare.



Our Story

A high school freshman deciding on a career path. A restaurant worker looking for a new career. A mom looking to get back into the workforce. These are our learners. They dream of a brighter future. One where they can support their families and make a difference. They take a risk and enroll in an allied health program or apply for an allied health job, hoping this step will bring them closer to that reality.

But the system is struggling to reach these dreamers. Schools are overwhelmed with staff shortages and budget cuts. Employers can't find and train employees fast enough to meet their needs. They need help creating and teaching a dynamic program that is easy to implement and quickly trains and credentials learners to be job-ready.

NHA exists to make the dream a reality. We are the connector between learners, educators and employers. We are an indispensable partner to schools and employers, making it easy for them to elevate their program, better recruit and educate their learners to develop the skills they need to be career-ready. And we don't stop there. We are with our learners every step of the way in school and beyond. Advocating and guiding them on a path to help them succeed, grow and reach their full potential. Ultimately leading to better and safer patient care.



NHA's Unique Approach

Learn. Assess. Apply. Succeed.

From learning solutions to certification and career development, we partner with educators and employers to elevate the learning experience, develop practice and career readiness and drive positive outcomes for the industry, allied health professionals, and ultimately patients.



Setting the Standard for Allied Healthcare Learning & Career Development

- Over 10,000 employers and educational institutions have partnered with NHA.
- Over 66,000 employers nationwide accept or prefer NHA credentials upon hire.
- **96%** of NHA customers believe that NHA certification helps **improve employee** performance.
- **89% of customers** feel it would be difficult or impossible to replace NHA's contribution.

Enabling People to Access to a Better Future Across 8 Allied Health Professions

- Medical Assistants
- Phlebotomy Technician
- Pharmacy Technician
- Medical Admin. Assistant
- Patient Care Technician
- Billing & Coding
- EKG Technician
- Electronic Health Records

[1] Industry Outlook 22, [2] MGMA 2021

Benefits of Partnership



Interactive, Right-Sized Learning Experience

Engaging content including animation videos, case studies, and patient care coaches to learn and practice real-life scenarios.



Streamlined Onboarding & Implementation

Implementation and program delivery is a breeze with NHA's superior customer service and facilitator resources.

- Onboarding & implementation specialists help integrate products seamlessly into your MA program
- Robust resource library of activities including:
    - Implementation Guides
    - PowerPoints
    - Mapping to accreditation standards and NHA test plans
    - Facilitator and Participant Guides



Embedded Data Analytics & Insights

Access powerful reporting and actionable data into learners' performance with NHA's Learning Insights Center.

- Interactive dashboard to measure key metrics and performance outcomes with ease
- Multiple reporting options for both users and administrators
- Track course progress, assess exam prep readiness, and view remediation steps with Performance Analytics Empowered by Vitals™

NHA's CCMA Products

	Products/Description
Preparation & Certification	**Certified Clinical Medical Assistant (CCMA) Prep Bundle:** • Online study guide, tutorials & 17 end of module quizzes • CCMA Practice Test: • 6 attempts at online CCMA practice assessment • 6 Focused Review® reports: individual customized remediation on subject matter most critical to success on exam • Predictive analytics and readiness reports, for both candidate and facilitator • $83/student
	CCMA Certification Exam: • Online Certification Exam (CCMA) • CCMA Test Plan • Exam Results reporting • $160/student
	Total Price per Candidate: $243.00

NHA'S Product List

Product Name	Description	List Price
MA SkillsBuilder™: Administrative	Learn, practice, and assess the top 25 administrative skills needed most for the job • 7 self-paced modules that include reflection activities and 25 real-life EHR scenarios • Implementation Guides • Facilitator Tool Kit	$90
MA SkillsBuilder™: Administrative Plus	Learn, practice, and assess the top 25 administrative skills AND foundational content needed most for the job • 14 Modules: 7 administrative skills + 7 foundational content modules • Implementation Guides • Facilitator Tool Kit	$129
MA SkillsBuilder™: Clinical	Experiential clinical competency training and development tool of 39 key clinical skills: • 12 modules with end-of-module quizzes • Implementation Guides • Facilitator Tool Kit	$90
MA SkillsBuilder™: Clinical Plus	Learn, practice, and assess the top 39 clinical skills AND foundational content to support the knowledge required for medical assistants. • 25 Modules: 12 clinical skills + 13 foundational content modules • Implementation Guides • Facilitator Tool Kit	$129
PharmaSeer™	PharmaSeer™ includes extensive didactic content delivered over 20 modules and 140 lessons, including: • 1,400 scored assessment questions • 700 in-lesson self-evaluation assessments to practice comprehension of content • More than 130 practice problems to build confidence in difficult-to-master topics	$289
PharmaSeer Math™	PharmaSeer Math™ prepares users with the skills and confidence to master calculations used across all pharmacy settings to reduce calculations errors. • End-of-lesson quizzes • Demonstrates 3 calculations methods within each calculation activity, giving learners the power to choose which woks best for them. • Animated demonstrations and step-by-step activities show how to perform each calculation method	$125
Medical Terminology	Foundational learning course • 16 modules with end-of-module quizzes • Implementation Guides • Facilitator Tool Kit	$75
Anatomy & Physiology	Foundational learning course • 25 modules with end-of-module quizzes • Implementation Guides • Facilitator Tool Kit	$75
PersonAbility™	Improve essential skills needed for patient communication, education, and engagement: • Modules with end-of-module quizzes • Practice & assessment simulations • Implementation guides • Facilitator Tool Kit	$80
Principles of Health Coaching	Improve skills for better patient communication, education, and engagement • 4 self-paced modules featuring virtual simulation, knowledge checks, and quizzes • Implementation Guides • Facilitator Tool Kit	$150
Team Based Care		$325
MA SkillsBuilder Package	• MA SkillsBuilder™: Clinical • MA SkillsBuilder™: Administrative	$173
CMAA SkillsBuilder Package	• CCMA Online Study Guide • CCMA Online Practice Test • MA SkillsBuilder™: Administrative • MA SkillsBuilder™: Clinical • CCMA Exam	$381
Anatomy & Physiology + Medical Terminology	• Anatomy & Physiology • Medical Terminology	$125
Principles of Health Coaching + Team Based Care	• Principles of Health Coaching • Team Based Care	$530
SkillsBuilder: Communication	• PersonAbility • Principles of Health Coaching	$199

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
ASCEND LEARNING HOLDINGS, LLC

2 Business name/disregarded entity name, if different from above
ASSESSMENT TECHNOLOGIES INSTITUTE, LLC DBA NATIONAL HEALTHCAREER ASSOCIATION

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
11161 OVERBROOK ROAD

Requester's name and address (optional)

6 City, state, and ZIP code
LEAWOOD KS 66211

7 List account number(s) here (optional)
REMITTANCE ADDRESS: 62280 COLLECTIONS CENTER DRIVE CHICAGO, IL 60693

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
3 2 - 0 2 2 2 8 6 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ Rachel Gnadt **Date** ▶ 1/6/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Quote

Quote ID: QUO-22027-H4G8W8
Effective From:
Effective To:
Customer: Putnam County School System
Total: $243.00

Bill To:	Ship To:
	TN

Purchase Order No.	Customer ID	Shipping Method	Payment Terms
			Net 30

Description	Quantity	Unit Price	Discount	Ext. Price
CCMA Prep Bundle	1	$83.00		$83.00
CCMA Exam 3.0	1	$160.00		$160.00

Subtotal:	$243.00
S&H Fee:	
Total:	$243.00

Phone(800) 499-9092 Fax:(913) 661-6291
EIN: 43-1948115 | GST# 802290502 RT0001
National Healthcareer Association (NHA), a division of "Assessment Technologies Institute, LLC"
ALL PRODUCTS ARE NONREFUNDABLE AND NONTRANSFERABLE
Remittance Only Address
62280 Collection Center Drive
Chicago, IL 60693-0622

Upperman Middle S

6700 Nashville Hwy. Baxter, Tennessee 3
Phone (931) 858-6601 Fax (931) 858-6637

Jessica Etheredge, Principal
Lesley Herron, Assistant Principal Dustin Williams, Assistant Principal

EXHIBIT
tabbies
VT F.5.
11-02-23

October 17, 2023

Dear Mr. King and Putnam County Board of Education:

Upperman Middle School is asking for your approval for us to start a club archery team. The club will be coached by certified trained instructors, one of which is a faculty sponsor; others have completed their background checks. The team will be self-funded through a restricted account at Upperman Middle School.

Thank you,

Jessica Etheredge

Jesica Etheredge
Principal

received
10-18-23 BCM

PUTNAM COUNTY SCHOOL SYSTEM
ENGAGE INSPIRE ACHIEVE

Martin, Tim <martint3@pcsstn.com>

Archery Club

1 message

Martin, Tim <martint3@pcsstn.com> Mon, Oct 23, 2023 at 10:47 AM
To: "Etheredge, Jessica" <jessica.etheredge@pcsstn.com>

Jessica,
Your authorization request for Archery as a club sport will be included on the November 2 Board agenda.
Just FYI - We only add stipends for official TMSAA or TSSAA sanctioned sports. Archery will not be eligible, even after the 3-year waiting period unless it is sanctioned at that time.

Thanks,
Tim

Tim Martin
Deputy Director of Schools
Putnam County, Tennessee
931-526-9777

If you're in the people business, the way you make people feel profoundly impacts your success. - Elizabeth Dampf

The information contained in this message may be privileged, confidential, and protected from disclosure. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify me immediately by replying to the message and deleting it from your computer.

PUTNAM COUNTY SCHOOL SYSTEM
ENGAGE INSPIRE ACHIEVE

Reid, Sharon <reids2@pcsstn.com>

Fwd: Attached Image

2 messages

Etheredge, Jessica <jessica.etheredge@pcsstn.com> Wed, Oct 18, 2023 at 11:42 AM
To: Sharon Reid <reids2@pcsstn.com>

I would like to submit this for the bord agenda please.

1861_001.pdf
65K

Reid, Sharon <reids2@pcsstn.com> Wed, Oct 18, 2023 at 12:20 PM
To: "Etheredge, Jessica" <jessica.etheredge@pcsstn.com>

Will submit to Mr. King for approval.
[Quoted text hidden]
--
Sharon Reid
Ex. Admin. Asst.
Putnam County Schools
931-525-4701
reids2@pcsstn.com

EXHIBIT
tabbies
VI F.6.
11-02-23

Board Agenda Request
For the November 2023 Meeting

Date 10/18/2023

Department Teaching and Learning

Person Submitting Dr. Chris Winningham

Account Number (if appropriate) 141-71100-399-02117

Check one:

__X__ Backup included

_____ Backup to follow

Statement to be included in Board Agenda Packet:

- Approval to renew all Putnam County Schools Library Software Subscriptions for the 2023 - 2024 school year with Companion, Salt Lake City, Utah, in the amount of $29, 051.00 to be paid from 141-71100-399-02117.

received
10-18-23

COMPanion

1831 Fort Union Blvd • Salt Lake City, Utah 84121
800-347-6439 | 801-943-7277

Annual Subscription Notice
8/22/2023

Customer ID: 3984
931-526-9777
ssmith411@pcsstn.com

Sylvia Smith
Putnam County Bd. Of Education
288 East Main Street
Algood TN 38506
United States

It's time to renew your COMPanion Software Subscriptions. If you've already renewed, please disregard this statement and know we appreciate your business.

Software Subscriptions should be renewed before they expire. Subscriptions that have expired may result in reinstatement fees or service disruption, such as restricted access to the licensed software and data, software support, and updates. It is the customer's responsibility to schedule their renewal date at a time when it can be renewed prior to expiration. We can adjust your renewal date to meet your business needs, or if the unexpected happens, we can extend services for up to 30 days with written notice.

COMPanion tries its best to maintain contact information for every customer, however, it is the customers responsibility to review the accuracy of contact information to ensure your communications and notifications aren't missed leading to a potential and accidental disruption of service. If the contact information changes, please notify us so we can be sure your notification and communications will not be missed.

You can submit this form, update your contact information, or send us your purchase order to renew your subscription(s) at renewals@companioncorp.com, or fax us at 801-943-7752 or mail to COMPanion Corporation, 1831 Fort Union Blvd, Salt Lake City, Utah 84121.

Please attach this document and the accompanying list of licenses to your renewal order.

NOTE: Subscription notices include ALL your licenses with each notice. If your license subscription end dates are not in sync, or you have not renewed all of your licenses, you will receive multiple subscription notices outlining all your licenses. To reduce any confusion, we highly recommend contacting our subscription team to sync your license renewal dates.

If you would like to use this form as your PO, please provide the following.

Date: _____ PO#: _____ Phone: _____

Name: _____ Signature: _____

Sales or use tax may be due for subscriptions for individuals and businesses. **If you reside in the following states, COMPanion will charge states sales tax if applicable**: AR, AZ, CA, CO, IA, IL, IN, KS, MI, MO, MN, NJ, OH, TN, TX, VA, WA, WI and WY.

If you reside in any other state you are required to file a use tax return if tax is due in connection with this subscription. **If you are exempt from state and local sales tax**, please send the required tax exempt documents immediately to taxadmin@companioncorp.com

—Subscription prices are subject to change—

Annual Subscription Notice
Putnam County Bd. Of Education [3984]

100695 **Park View Elementary School**

545 Scott Avenue
Cookeville TN 38501
Brittany Reese brittany.reese@pcsstn.com

	Serial Number	Product	Server	Due	Amount:
SA7809	7064192	Alexandria N09		11/1/2023	$1,300.00
S5590	7069838	Expanded Lexile Services		11/1/2023	$130.00
S8888G	7146671	SIS v2 Integration		11/1/2023	$298.00
				Site Total:	$1,728.00

101493 **Baxter Primary School**

125 Elmore Town Road
Baxter TN 38544
Sandra Windrow windrows@pcsstn.com

	Serial Number	Product	Server	Due	Amount:
SA7805	7064392	Alexandria N05		11/1/2023	$993.00
S5590	7069830	Expanded Lexile Services		11/1/2023	$130.00
S8888G	7146598	SIS v2 Integration		11/1/2023	$298.00
				Site Total:	$1,421.00

101699 **Monterey High School**

710 Commercial Ave. South
Monterey TN 38574
Leigh Flatt coxl3@pcsstn.com

	Serial Number	Product	Server	Due	Amount:
SA7806	7062749	Alexandria N06		11/1/2023	$1,400.00
S5590	7069836	Expanded Lexile Services		11/1/2023	$130.00
S8888G	7146669	SIS v2 Integration		11/1/2023	$298.00
				Site Total:	$1,828.00

102126 **Cane Creek Elementary**

1500 West Jackson Street
Cookeville TN 38501
Laura Roberson laura.roberson@pcsstn.com

	Serial Number	Product	Server	Due	Amount:
SA7809	7055624	Alexandria N09		11/1/2023	$1,207.00

S5590	7069831	Expanded Lexile Services	11/1/2023	$130.00
S8888G	7146666	SIS v2 Integration	11/1/2023	$298.00
			Site Total:	$1,635.00

102187 **Northeast Elementary School**

575 Old Kentucky Road
Cookeville TN 38501
Jennifer Webb webbj1@pcsstn.com

	Serial Number	Product	Server	Due	Amount:
SA7808	7051460	Alexandria N08		11/1/2023	$1,100.00
S5590	7069837	Expanded Lexile Services		11/1/2023	$130.00
S8888G	7146670	SIS v2 Integration		11/1/2023	$298.00
				Site Total:	$1,528.00

102189 **Sycamore Elementary School**

452 Ellis Avenue
Cookeville TN 38501
Andrea Batson andrea.batson@pcsstn.com

	Serial Number	Product	Server	Due	Amount:
SA7805	7064529	Alexandria N05		11/1/2023	$993.00
S5590	7069841	Expanded Lexile Services		11/1/2023	$130.00
S8888G	7146673	SIS v2 Integration		11/1/2023	$298.00
				Site Total:	$1,421.00

102244 **Avery Trace Middle School**

230 Raider Drive
Cookeville TN 38501
Lisa Brown lbrown@pcsstn.com

	Serial Number	Product	Server	Due	Amount:
SA7806	7058487	Alexandria N06		11/1/2023	$1,314.00
S5590	7069829	Expanded Lexile Services		11/1/2023	$130.00
S8888G	7146668	SIS v2 Integration		11/1/2023	$298.00
				Site Total:	$1,742.00

102421 **Capshaw Elementary**

1 Cougar Lane
Cookeville TN 38501
Marisa Clement clementm@pcsstn.com

	Serial Number	Product	Server	Due	Amount:
SA7808	7063501	Alexandria N08		11/1/2023	$1,100.00
S5590	7069832	Expanded Lexile Services		11/1/2023	$130.00

				Site Total:	$1,742.00

106461 **Burks Elementary School**

300 Crossville St.
Monterey TN 38574
Teresa Dawn Wells teresa.wells@pcsstn.com

	Serial Number	Product	Server	Due	Amount:
SA7808	7062754	Alexandria N08		11/1/2023	$1,100.00
S5590	7069828	Expanded Lexile Services		11/1/2023	$130.00
S8888G	7146677	SIS v2 Integration		11/1/2023	$298.00
				Site Total:	$1,528.00

106462 **Algood Middle School**

540 Dry Valley Road
Cookeville TN 38506
Shannon Auberson aubersons@pcsstn.com

	Serial Number	Product	Server	Due	Amount:
SA7806	7063936	Alexandria N06		11/1/2023	$1,314.00
S5590	7069827	Expanded Lexile Services		11/1/2023	$130.00
S8888G	7146678	SIS v2 Integration		11/1/2023	$298.00
				Site Total:	$1,742.00

438830 **Upperman High School**

6950 Nashville Hwy.
Baxter TN 38544
Diane Phy phyd@pcsstn.com

	Serial Number	Product	Server	Due	Amount:
SA7806	7063136	Alexandria N06		11/1/2023	$1,314.00
S5590	7069843	Expanded Lexile Services		11/1/2023	$130.00
S8888G	7146679	SIS v2 Integration		11/1/2023	$298.00
				Site Total:	$1,742.00

506118 **Algood Elementary School**

2525 Old Walton Rd.
Cookeville TN 38506
Carol Teeters teetersc1@pcsstn.com

	Serial Number	Product	Server	Due	Amount:
SA7809	7048769	Alexandria N09		11/1/2023	$1,207.00
S5590	7069826	Expanded Lexile Services		11/1/2023	$130.00
S8888G	7146680	SIS v2 Integration		11/1/2023	$298.00
				Site Total:	$1,635.00

S8888G	7146667	SIS v2 Integration	11/1/2023	$298.00
			Site Total:	$1,528.00

102488 **Prescott South Middle School**

1859 South Jefferson Avenue
Cookeville TN 38506
Madison Davis madison.davis@pcsstn.com

	Serial Number	Product	Server	Due	Amount:
SA7806	7054778	Alexandria N06		11/1/2023	$1,314.00
S5590	7069840	Expanded Lexile Services		11/1/2023	$130.00
S8888G	7146672	SIS v2 Integration		11/1/2023	$298.00
				Site Total:	$1,742.00

103096 **Cookeville High School**

1 Cavalier Dr.
Cookeville TN 38501
Amelia Collins collinsa4@pcsstn.com

	Serial Number	Product	Server	Due	Amount:
SA7806	7063694	Alexandria N06		11/1/2023	$1,314.00
S5590	7069833	Expanded Lexile Services		11/1/2023	$130.00
S8888G	7146674	SIS v2 Integration		11/1/2023	$298.00
				Site Total:	$1,742.00

106357 **Jere Whitson Elementary School**

178 E. Jere Whitson Ave.
Cookeville TN 38501
Casey Michelle Norrod norrodc@pcsstn.com

	Serial Number	Product	Server	Due	Amount:
SA7805	7068249	Alexandria N05		11/1/2023	$993.00
S5590	7069835	Expanded Lexile Services		11/1/2023	$130.00
S8888G	7146675	SIS v2 Integration		11/1/2023	$298.00
				Site Total:	$1,421.00

106460 **Upperman Middle School**

600 Nashville Highway
Baxter TN 38544
Amy Swafford amy.swafford@pcsstn.com

	Serial Number	Product	Server	Due	Amount:
SA7806	7073446	Alexandria N06		11/1/2023	$1,314.00
S5590	7073445	Expanded Lexile Services		11/1/2023	$130.00
S8888G	7146676	SIS v2 Integration		11/1/2023	$298.00

507147 **Prescott South Elementary School**

115 W. Cemetary Rd.
Cookeville TN 38506
Laura Shaver lshaver@pcsstn.com

	Serial Number	Product	Server	Due	Amount:
SA7809	7053925	Alexandria N09		11/1/2023	$1,207.00
S5590	7069839	Expanded Lexile Services		11/1/2023	$130.00
S8888G	7146681	SIS v2 Integration		11/1/2023	$298.00
				Site Total:	$1,635.00

510996 **Cornerstone Elementary School**

371 First Avenue South
Baxter TN 38544
Heidi Poore ellish1@pcsstn.com

	Serial Number	Product	Server	Due	Amount:
SA7805	7073515	Alexandria N05		11/1/2023	$993.00
S8888G	7146682	SIS v2 Integration		11/1/2023	$298.00
				Site Total:	$1,291.00

All amounts and totals shown are in USD

Grand Total: $29,051.00

EXHIBIT
tabbies
VI F 7.
11-02-23

PCSS Board Agenda Request

Date 10/17/2023

Department Teaching and Learning

Person Submitting Dr. Sharon K. Anderson

Account Number (if appropriate) _____

Check one:

___X___ Backup included

_____ Backup to follow

Statement to be included in Board Agenda Packet:

Approve the 2023 LEA Compliance Report as submitted.

received
10-18-23

TN Department of Education

2023 Local Education Agency Compliance Report

Local education agencies (LEAs) are required to comply with all federal and state education laws and State Board of Education (SBE) rules. This annual compliance report is one mechanism the department uses to ensure education laws and rules are faithfully executed. The commissioner of education is charged with taking corrective action when an LEA is noncompliant with those laws and rules or is not following a department-approved compliance plan.

Each LEA must submit this report and, if applicable, the corresponding corrective action plan, to the department by **November 30, 2023**. During completion, an LEA should carefully check the status of its compliance with all federal and state education laws and SBE rules. The department monitors and verifies LEA compliance via multiple data sources (e.g., Education Information System, internal program managers) and will consider those sources in making a final determination of an LEA's compliance. Please be advised annual compliance report data may inform an LEA's approval classification.

- (●) I certify that the LEA is in compliance with all federal and state education laws and SBE rules.
- ( ) I certify that, with the exception of areas indicated in the **attached corrective action plan**, the LEA is in compliance with all federal and state education laws and SBE rules.

LEA Name: 710-Putnam County Schools

Director of Schools/Superintendent Name: Corby R. King

Director of Schools/Superintendent Signature: Corby R. King

School Board Chair Name: Kim Cravens

School Board Chair Signature:

Date of School Board Approval: 11/2/2023

UPLOAD COMPLETED REPORT TO ePlan BY NOVEMBER 30, 2023
(including the corresponding corrective action plan if applicable).
Upload instructions are accessible here.

EXHIBIT
tabbies
VI F 8.
11-02-23

Putnam County Board Of Education
Agenda Request

Date: October 17, 2023

Department: Coordinated School Health/Student Services/Family Resources

Person Submitting: Shelia Barker

Account Number (if appropriate) N/A

Check one:

___X__ Backup included

_____Backup to follow

Statement to be included in board agenda packet:

Approval of the Memorandum of Understanding (MOU) between Volunteer Behavioral Health Care Systems (VBHCS) and Putnam County School System (PCSS) for the 2023-2024 school year to provide services in VBHCS contract with the State of Tennessee, Department of Mental Health and Substance Abuse Services (TDMHSAD) for School Based Behavioral Health Liaison Services (SBBHL) to the students within Putnam County Schools.

Shelia Barker 10-17-23

Signature of Person Making Request Date

Signature of Director of Schools Date

received
10-18-23

Memorandum of Understanding
Between
Volunteer Behavioral Health Care System
And
Putnam County School System

This Memorandum of Understanding (MOU) documents an agreement between Volunteer Behavioral Health Care System, hereinafter referred to as "VBHCS," and the Putnam County School System, hereinafter referred to as "Putnam Board of Education" or "Putnam County Schools," each individually as the "Party" and collectively as the "Parties."

Whereas, VBHCS desires to enter into a Memorandum of Understanding with the Putnam Board of Education to provide the services described herein and further described in VBHCS contract with the State of Tennessee, Department of Mental Health and Substance Abuse Services (TDMHSAS) for School Based Behavioral Health Liaison Services (SBBHL) to the students within Putnam County Schools.

Now Therefore, the Parties hereto understand and agree as follows:

A. PARTIES

This Memorandum of Understanding between VBHCS will establish a working relationship to make the described services easily accessible for Putnam County Schools' students by offering services on site at participating schools.

B. PURPOSE

The purpose of the MOU is to outline the scope of activities, formalize the exchange of resources/services, and describe the agreed relationships between VBHCS and Putnam Board of Education in serving the school employees and students, in accordance with the Scope of Services: School Based Behavioral Health Liaisons, hereinafter referred to as "SBBHL Scope of Services," and included as Attachment A to this agreement.

C. AUTHORITIES

VBHCS will serve as the lead agency collaborative with the Putnam Board of Education. The Senior VP of Specialized Grants and Services will provide oversight for VBHCS. The Social Emotional Wellness Coordinator will provide oversight for the Putnam Board of Education.

D. CONCEPT AND COOPERATION

Both organizations are separate and independent and work cooperatively to enhance the mental health, well-being, and readiness to learn within the Putnam County Schools. As such, each organization retains its own identity in providing services. No element of this MOU will be construed to imply any form of financial obligation or liability.

1. VBHCS's SBBHL program will provide 3 FTE Liaisons who will be proficient in or will receive training in a trauma-informed approach. Eligible applicants for the position will have either

    a. At least a Master's degree in the Behavioral Sciences (e.g. social work, counseling, or psychology) and experience working in a school setting, or
    b. At least a Bachelor's degree in the Behavioral Sciences, and experience working within a school-type setting; and a minimum of two (2) years' experience with mental health.
    Note: VBHCS is required to get approval from grant management at TDMHSAS before opening a position to Bachelor's level applicants.

2. The liaison will promote trauma informed approaches and aim to assist in the prevention and mitigation of the impact of adverse childhood experiences (ACEs) while upholding the System of Care core values and principles.

3. The SBBHL will provide the following services to teachers and students of the participating school(s) (with parental consent when appropriate, as described below).

    a. Face-to-Face consultation with classroom teachers to assist in creating a positive, trauma-informed classroom that enhances the learning environment and assists the teacher in developing effective, trauma- informed behavior responses;
    b. Training to school personnel regarding a variety of mental health and substance abuse topics;
    c. Liaison services to include communication between the school and students' family to build open lines of communication and home- school partnerships. This can include assisting in the IEP process when requested;
    d. Information and support for school personnel in navigating the local behavioral health system (including crisis services);
    e. Direct therapeutic services and support opportunities to students that include individual student consultations/interventions to assist in building positive coping and de-escalation skills and at least one group activity offered that may cover a variety of behavioral health topics;
    f. One or more "School Climate Activity" per school each year, approved by school administration, to be an ongoing or repeated project which aims to positively impact the school environment;
    g. Assistance with referrals as appropriate for students with further needs, whether within or outside of the school setting, including but not limited to clinical mental health services;
    h. Other services or participation as required to fulfill the SBBHL Scope of Services (Attachment A) for the academic year.

E. RESPONSIBILITIES OF THE PARTIES

In fulfilling the purpose of this MOU, the Parties agree to participate in, and be responsible for activities as follows:

1. VBHCS shall:

   a. Provide 3 FTE qualified staff persons to conduct all program services as SBBHL for the participating school(s) in Putnam County Schools.
   b. Provide oversight responsibility for the project including recruitment, hiring (including criminal background check, drug screen, verification of degree, and fingerprinting if required by the school district), training, and supervision of the SBBHL.
   c. Ensure that the SBBHL will be available on the premises of a participating school during the majority of regular school hours, as scheduled.

      i. SBBHL work days are based upon the school's teacher calendar, upholding teacher Professional Development days as requested, and as needed to fulfill end of month/year grant reporting requirements.
      ii. The SBBHL will notify the principal or other school contact if unable to be at a school as expected. This could be due to holidays of VBHCS, meetings or trainings related to the SBBHL program, professional development/continuing education activities, or utilizing paid time off, as for illness.

   d. Procure adequate supplies for the SBBHL to provide services, including office supplies and technology/communication devices.
   e. Document activities related to the above described services and provide data related to services for reporting and statistical purposes.

2. Putnam Board of Education shall:

   a. Compile and manage data for each participating school(s) and provide data to the SBBHL and VBHCS, which will then be used in program reporting to the State as required.

      i. Data will include, at a minimum: number of students enrolled, number of teachers employed, student demographics (age, gender, race, ethnicity), and total number of discipline referrals from the previous school year and the current school year.
      ii. Ensure that these data are provided in time for the State's reporting deadlines:

         - Demographics for the student body are required by the end of August for a new/current school year.
         - Data on the number of school discipline referrals are required before the end of the year's administrative schedule, for both the year just ending and the previous school year.

   b. Provide access and space within participating school premises for use of SBBHL, to include:

      i. An office or work space designated for SBBHL when on site, preferably one accessible to students and staff;
      ii. An office or meeting space that allows for confidential counseling with

individual students, supplied for enough time to meet the demands of students within the school;

iii. A space which can be used for psychoeducational groups when scheduled;

iv. Freedom of movement within the school premises in order to perform duties, such as entry to buildings during regular hours, use of hallways, use of basic employee facilities (break room, restroom, parking, etc.).

c. Provide and maintain internet access which can be accessed by the Liaisons while on site.

d. Provide access to the students through referral by School Counselor or others and assist as necessary with procurement of parental consent.

e. Allow or assist with access to faculty through participation in staff meetings and/or professional development and related events, as well as cooperation in arranging of teacher trainings by the SBBHL as required within the SBBHL Scope of Services (Attachment A) and other needs of the school as may be agreed upon.

f. Engage with SBBHL in some discussion of school needs and opportunities for growth, both to align services to best serve the community and to ensure collaboration and proper authorization in the School Climate Activity and other SBBHL services.

g. Allow access and assistance to the Liaison, as well as participation at varying levels, including visits as required on-site by the SBBHL Technical Assistant (TA) assigned by their region and shadowing by other new SBBHLs in training, as needed.

F. METHODS OF COOPERATION

1. Close ties will be maintained via on-site consultations, meetings, telephone, e-mail, and/or fax between the VBHCS staff and Putnam County Schools' staff for the purpose of communication. Both Parties commit to ongoing dialogue regarding program outcomes and need for improvement.
2. Staff at both the VBHCS and Putnam Board of Education will work together in every way to promote the MOU in order to provide school based mental health services to students. The SBBHL is intended to enhance the school service and will not replace existing or future guidance and counseling, special education, student health, or institutional programs.
3. The SBBHL shall work with the school to ensure that guardian permission is obtained for services and supports when applicable per state and federal law requirements.
4. The Parties shall not subscribe to any policy or practice which permits or allows the refusal of services to individuals in need due to the individual's race, creed, color, national origin, age, gender, sexual orientation, or which is in violation of any applicable laws.
5. VBHCS ensures total quality management of therapeutic protocols during the provision of care and program implementation.
6. Operational Guidelines: VBHCS follows the Commission on Accreditation of Rehabilitative Facilities (CARF) guidelines and recommendations for its mental health services.

G. FERPA

Both Parties shall keep in strict confidence to the fullest extent required by any applicable law, including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA"), any and all records and information, in whatever form or format received, pertaining to the District's individual students. Both Parties shall not publish confidential information or any other information which identifies students, employees, or officers of the District by name without first obtaining written consent from such individuals, or in the case of a student, his or her parent or legal guardian. Both Parties will protect and ensure confidentiality of children's records. Exceptions will be made when precedence of law or professional ethics permits or requires, such as is necessary for basic coordination of services with the school and family or in situations when a child's welfare is at risk.

H. HIPAA COMPLIANCE AND CONFIDENTIALITY

The Parties shall maintain the privacy and confidentiality of all information regarding the personal facts and circumstances of shared Clients, in accordance with all applicable federal and state laws and regulations (including, but not limited to, the Health Insurance Portability and Accountability Act and its implementing regulations set forth at 45 C.F.R Part 160 and Part 164) and individual Parties' policies and procedures regarding the privacy and confidentiality of such information. The Parties shall: (1) not use or disclose patient information other than as permitted or required by this Agreement for the proper performance of its duties and responsibilities hereunder, and any other disclosure of protected health information must be made pursuant to a properly executed Release of Information; (2) use appropriate safeguards to prevent use or disclosure of patient information other than and provided for under this agreement; and (3) notify the other immediately in the event the Party becomes aware of any use or disclosure of patient information that violates the terms and conditions of this agreement or applicable federal and state laws or regulations.

Additional Confidentiality Requirements: Both Parties acknowledge that consumers of mental health services are entitled to additional confidentiality protections awarded under the Title 33 Mental Health Code which may supersede the confidentiality protections provided by HIPAA. Furthermore, consumers of substance abuse treatment services are entitled to additional confidentiality protections awarded under 42 CFR, Part 2 which may supersede the confidentiality protections provided by HIPAA. When serving mental health consumers on site, both Parties will comply with the confidentiality requirements of these and any other applicable state or federal laws, rules, or regulations.

Breaches of Confidentiality: If either Party becomes aware of a material breach or any violation of its obligation to protect the confidentiality and security of consumers' protected health information (PHI), they must immediately take reasonable steps to cure the breach or end the violation and must report the breach or violation to VBHCS Privacy Officer. The alleged breach or violation will be investigated and an appropriate sanction issued. Both Parties reserve the right to terminate this agreement if they determine that either Party has violated a material term of the agreement.

Both Parties will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of each other's information so long as

such standard of care does not violate the applicable provisions of the first paragraph of this section.

The obligations under this section do not apply to information (i) in the public domain, (ii) entering the public domain other than from a breach by the either Party of this Agreement, (iii) previously possessed by either Party without written obligations to the other to protect it, (iv) acquired by either Party without written restrictions against disclosure from a third Party which their knowledge is free to disclose the information, and (v) independently developed by either Party without the use of the other's information.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this agreement.

APPROPRIATE USE AND DISCLOSURES OF PHI:

1. For the proper management and administration of its business;
2. For purposes of treatment, payment (if allowed by law), or healthcare operations;
3. For purpose of providing data aggregation services relating to the healthcare operations of Volunteer Behavioral Health Care System ("data aggregation' means combining protected health information or received by the provider to permit data analyses that relate to the health care operations of a covered entity); or
4. For the purpose set forth in Volunteer Behavioral Health Care System policies and required by law.

I. TERM AND TERMINATION OF MOU

The term of this Memorandum of Understanding is for the period starting date of signage and ending June 30, 2024. At the end of this initial term, and annually for each year following, this MOU will automatically renew for one year unless either Party terminates the agreement with a written notice 90 days prior to the termination date. In addition, this MOU may be revised in accordance with each organization's need if both Parties are in agreement of such revisions.

This MOU may be amended only by an instrument in writing signed by the Parties hereto.

J. INDEMNIFICATION

VBHCS shall indemnify, defend, save, and hold harmless the Putnam Board of Education and it's elected officials, officers, employees, agents, assignees, and instrumentalities from and against any and all claims, liability, losses, or damages including but not limited to Title VII and 42 USC 1983 prohibited acts-arising out of or resulting from any conduct; whether actions or omissions whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this MOU or in the performance of the duties hereunder, whether performed by the Putnam Board of Education its subcontractors, agents, employees, or assigns.

This indemnification shall survive the termination or conclusion of this MOU.

The Putnam Board of Education shall indemnify, defend, save, and hold harmless, within the limitations stated in Tennessee Code Annotated, VBHCS and its elected officials, officers, employees, agents, assignees, and instrumentalities from and against any and all claims, liability, losses, or damages including but not limited to Title VII and 42 USC 1983 prohibited acts-arising out of or resulting from any conduct; whether actions or omissions whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this MOU or in the performance of the duties hereunder, whether performed by VBHCS or its subcontractors, agents, employees, or assigns.

This indemnification shall survive the termination or conclusion of this MOU.

K. INSURANCE

VBHCS shall secure and keep in force during the term of this agreement the following:

1. Commercial general liability coverage with minimum liability limits of $1,000,000 per claim, $1,000,000 per incident, and $3,000,000 aggregate.
2. Workers Compensation coverage, regardless of requirement by state statute.

L. FORCE MAJURE

If the provision of services agreed upon in this MOU are suspended because of an act of God, inevitable accident, fire, lockout, strike, or other labor dispute, riot, or other civil commotion, an act of public enemy, enactment, rule or act of any government or governmental instrumentality (federal, state or local), failure of any needed equipment or facilities, failure or delay of transportation facilities, or other cause of a similar or different nature not reasonably with VBHCS's control; and, if any such suspension period shall exceed one semester, VBHCS may, by written notice, terminate this MOU with no further liability hereunder. No such suspension shall operate to extend the term of this MOU.

M. RESOLVING DISPUTES

If any dispute arises relating to the MOU, the Parties shall use their best efforts to resolve such dispute or claim through negotiation. No disputes will be settled in court.

N. GENERAL

1. This MOU, which contains the entire understanding of the Parties and shall be construed and enforced according to the laws of Tennessee, supersedes any and all prior understandings and arrangements and cannot be amended orally.
2. Any provision of this MOU which may be prohibited by law or otherwise held invalid shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate or otherwise render ineffective the remaining provisions of this MOU.
3. Construction. The language in this agreement shall be construed, in all cases, according to its fair meaning, and not for or against any Party hereto. The Parties acknowledge that each Party has reviewed the agreement and had an opportunity to review this MOU with

legal counsel.

4. Attorney Fees. Each Party shall be responsible for their respective attorney fees.

IN WITNESS WHEREOF, the Parties hereto have set their signatures for the purposes contained herein, on the day and date written below.

PUTNAM COUNTY SCHOOL SYSTEM

_____

Corby King
Director of Schools

DATE_____

VOLUNTEER BEHAVIORAL HEALTH CARE SYSTEM

_____

Phyllis Persinger
CEO/President

DATE_____

EXHIBIT
tabbies
VI F.9.
11-02-23

Putnam County Board of Education
Agenda Request

Name of Person Making Request: Ron Chaffin

Department: Transportation

Phone Number of Person Making Request: 931-526-9342

Consider Approval of the Sale of 7 Used School Buses as Surplus Equipment.

Vehicle Identification Numbers are:

- 1T88K4E2681103748 Thomas Bilt
- 1T7YT4E2291109341 Thomas Bilt
- 1BAKBCPA4AF268609 Blue Bird
- 1BAKBCPAXBF280927 Blue Bird
- 1BAKGCPA79F263451 Blue Bird
- 1BAKGCPA99F263452 Blue Bird
- 1BAKGCPA09F263453 Blue Bird

These Buses are to be sold on www.Gov-Deals.com

Ron Chaffin October 16, 2023

Signature of Person Making Request Date

Signature of Director of Schools Date

received
10-17-23

EXHIBIT tabbies VI F.10 11-02-23

Putnam County Board of Education
Agenda Request

Name of Person Making Request: Ron Chaffin

Department: Transportation

Phone Number of Person Making Request: 931-526-9342

Consider Approval of the Sale of 3 Used Trucks as Surplus Equipment.

Vehicle Identification Numbers are:

- 1FDKF37FXVEC29908 Ford F-350 Box Truck
- 1GTEC14K9SZ512918 GMC Truck
- 1FDXF46R98EC58991 Ford F46 Utility Truck (Ambulance Body)

These Trucks are to be sold on www.Gov-Deals.com

Ron Chaffin October 16, 2023

Signature of Person Making Request Date

Signature of Director of Schools Date

received 10-17-23

PUTNAM COUNTY SCHOOL SYSTEM

Reid, Sharon <reids2@pcsstn.com>

Board Approval Items

1 message

Chaffin, Ron <ron.chaffin@pcsstn.com> Tue, Oct 17, 2023 at 11:18 AM
To: "Reid, Sharon" <reids2@pcsstn.com>

Good Morning Sharon! I hope you are doing well. Attached are items that need to be sold as Surplus Equipment. We have 7 Buses that have passed their age limit and 3 older used trucks. I separated the buses and trucks. If I need to put them onto one or if there is anything else I need to do, just let me know.

Have an awesome day!

Ron

--

Ron Chaffin, CSPT
Transportation Supervisor
Putnam County Schools
Cookeville, Tennessee
(931) 526-9342 Office
(931) 510-4242 Cell

PUTNAM COUNTY SCHOOL SYSTEM
ENGAGE INSPIRE ACHIEVE

2 attachments

School Board Approval 7 Buses.docx
16K

Sale 3 Trucks Used.docx
16K

UPPER CUMBERLAND ADULT ED

EXHIBIT
tabbies VII F.11.
11-02-23

Date: October 16, 2023

To: Sharon Reid

From: Lynda Huddleston

RE: Adult Education MOU with WIOA Upper Cumberland Local Workforce Development Board, Inc.

Please add the following item to the BOE Agenda for the November 2023 board meeting.

Approval of the MOU between WIOA Upper Cumberland Local Workforce Development Board and Putnam County BOE with local provision acknowledging the maximum liability of $23,000 for infrastructure costs and $7,000 maximum liability of additional costs at the American Job Center in Cookeville and Crossville to be paid from Adult Education funds effective July 1, 2023-June 30, 2024.

received
10-16-23 LK

DocuSign Envelope ID: F12A1AD9-1CAB-45E2-A6B8-C1E67203A7D4

TITLE II – ADULT EDUCATION AND FAMILY LITERACY

	Kim Cravens
Signature	Printed Name
Charperson	11-02-23
Title	Date
Putnam County Board of Education	
Organization	

INDIVIDUAL WHO NEGOTIATED THE LOCAL MOU FOR TITLE II IF DIFFERENT THAN THE SIGNATORY ABOVE

Lynda Huddleston	Lynda Huddleston
Signature	Printed Name
Adult Education Coordinator	10/16/23
Title	Date
Putnam County Schools	
Organization	

Department of Labor & Workforce Development

ATTACHMENT I - TENNESSEE WIOA MOU TEMPLATE

Department of Labor & Workforce Development

MEMORANDUM OF UNDERSTANDING

BETWEEN

Upper Cumberland Local Workforce Development Board

AND

Upper Cumberland WIOA Partners

Becky Hull, Executive Director	bhull@ucworkforce.org
Individual designated by the Local Workforce Board Chair to lead MOU negotiations	**Email address**
Bobby Scott, Fiscal Agent	bscott@ucworkforce.org
Impartial individual designated by the Local Workforce Board Chair to lead annual budget negotiations	**Email address**

1. CONVENING OF THE PARTIES TO MOU (WIOA SEC. 121(C)(1)) (Tennessee MOU/IFA Instructions Page 4)

- *List the required partner providing services in the local area*
- *List the partner agency providing services of each required partner*

REQUIRED PARTNERS AS PARTIES TO MOU	ENTITY ADMINISTERING PROGRAM TYPED NAME
Title I: Adult, Dislocated Worker, Youth	Career Team, LLC
Title II: Adult Education and Family Literacy	Putnam County School System
Title III: Employment Programs under Wagner-Peyser	TDLWD
Unemployment Insurance	TDLWD
Trade Readjustment Assistance (TRA)	TDLWD
Trade Adjustment Assistance (TAA)	TDLWD
Job Counseling, Training, Placement Services for Veterans	TDLWD
Migrant and Seasonal Farmworkers	Tennessee Opportunity Programs, Inc
Community Services Block Grant (CSBG)	DHS
Senior Community Services Employment Program (SCSEP)	Career Team, Workforce Essentials, UCHRA
Second Chance (Reentry)	TDLWD
Title IV: Rehabilitation Services	DHS Vocational Rehabilitation
TANF	Department of Human Services
Parties to the MOU	**NAME**
LWDB Chair	Bob Young
LWDA Chief Local Elected Official	Randy Porter, Putnam County Mayor

TDLWD Regional Director	Patrick Sean Monday
One Stop Operator	Mid-Cumberland Human Resource Agency

OTHER PROGRAMS OFFERED IN THIS LOCAL AREA AS PARTIES TO MOU		IF MARKED YES, ENTITY ADMINISTERING PROGRAM
Department of Human Services	☑Yes ☐No	Putnam County DHS
TCAT/Tennessee Reconnect	☑Yes ☐No	Upper Cumberland Reconnect, TCAT Livingston
Job Corps	☐Yes ☑No	
Youth Build	☐Yes ☑No	
Housing and Urban Development Employment and Training Activities	☐Yes ☑No	
Perkins/Post-Secondary Career & Technical Education	☐Yes ☐No	

ADDITIONAL PARTNERS AS PARTIES TO MOU	ENTITY ADMINISTERING PROGRAM
SNAP	University of Tennessee Extension Office
Pathways to Prosperity	Tennessee Board of Regents
Highlands Economic Group	Putnam County Chamber of Comme

2. PURPOSE AND SCOPE OF MOU (Tennessee MOU/IFA Instructions Page 5) If additional space is needed, please include an attachment referencing this section.

- *Describe the general purpose and scope of the "umbrella" MOU*

The purpose of this Memorandum of Understanding (MOU) between the UCLWDB and its WIOA workforce partners is to define the parameters within which local education, workforce, economic development, and other Partner programs and entities operating within the Upper Cumberland will create a seamless, customer-focused network that aligns service delivery and enhances access to services. This MOU will define the roles and responsibilites of each partner as mutually agreed by the parties for the operation of the American Job Center service delivery system in the Upper Cumberland Local Workforce Development Area, as required under the Workforce Innovation and Opportunity Act (WIOA).

The scope of this MOU will streamline workforce activities, prevent duplication of services and eliminate inefficient practices by outlining service integration and functional alignment. Each partner to this MOU presents a commitment to a single functional organization, customer flow and service delivery. By realizing one-stop opportunities together, partners are able to build community-benefiting bridges, rather than silos of programmatic isolation. Methods of referrals will be established, along with data and information sharing procedures in order to faciliate co-enrollment and case management between programs.

To this end, all partners under this MOU will:

1) Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in this MOU;
2) Endorse a single customer flow model based upon customer need;
3) Refer customers between Partners according to methods listed in this MOU;
4) Fulfill all data collection, information gathering and reporting needs in order to facilitate co-enrollment and case management across programs and funding streams; and
5)Participate in the One-Stop Service Delivery System through the following means:
a. Accessibility of their respective services through the One-Stop Delivery System;
b. Participation in the operation of the One-Stop Delivery system consistent with the terms of this MOU;
c. Ensure all Partners and staff are adequately cross-trained to produce efficient co-enrollments;
d. Sustained involvement for the continuous improvement of the area One-Stop Delivery System;
e. Responsivness to local employer needs and economic conditions;
f. Co-branding through the dominent use of the American Job Center (AJC) identifier on any joint products, programs, activities, services, facilities, and materials used under the combined partnership.
6) Actively assist in the achievment of Key Performance Indicator (KPI) targets negoiated between the UCLWDB and TDWLD. Partners are responsible for meeting their individual program targets. Partners will also take reasonable measures to encourage and faciliate target achievement for all partners under the UCLWDB One-Stop network.

3. VISION FOR THE SYSTEM (Tennessee Combined State Plan Section II(b)) (Tennessee MOU/IFA Instructions Page 5) If additional space is needed, please include an attachment referencing this section.

- *Describe the shared vision and commitment of the local board and required partners to a high-quality local workforce delivery system (vision must be consistent with Federal, State, regional, and local planning priorities, as well as the Governor's Guidelines)*
- *Describe which aspects of the vision are currently in place*
- *Outline the steps to be taken and the general timeline for how required partners will implement any aspects of the vision that are not yet in place*

The UCLWDB and its Partners align themselves under this MOU to empower individuals, employers, and communities to grow the Upper Cumberland's economy through a local American Job Center network that is inherently customer-centered, seamless, and effective. The Parties share a vision to establish a WIOA workforce system that provides data-driven and employer-validated talent solutions through the integration of education, workforce, and economic development resources across systems.

Parties to this MOU will work together to achieve this vision by developing and operating a high-quality workforce development system that aligns with the UCLWDB 2020-2022 Local Plan (and 2022-2024 Plan Modifications), contributes to the goals of the 2020-2022 Middle Tennessee Regional Plan (and 2022-2024 Plan Modifications), and supports the TN Combined Plan. To this intent, the UCLWDB and required partners under this MOU shall:

1) Focus education, workforce, and economic development priorities within the identified in-demand sectors of Healthcare, Advanced Manufacturing, Information Technology, Construction, Transportation/Logistics, and Education where possible within the constraints of customer choice.

2) Prepare economically disavantaged residents for self-sustaining careers by creating programs to meet the needs of residents within rural areas.

3) Build educational, workforce, and economic development partnerships to provide early exposure to in-demand fields through Pathways coordination, CTE courses, stackable credentials, and work-based learning opportunities.

4) Increase workforce preparation for priority populations and individuals with barriers by providing programs for justice-involved individuals, Veterans, and those with disabilities.

5) Capitalize on technological advances to expand virtual services, create efficiencies, and assist businesses by growing digital skills of job-seekers and creating new virtual trainings as an alternate means of trainings.

6) Connect employers to the Upper Cumberland talent pool through job fairs, apprenticeships, and work-based learning programs.

7) Maintain cross-agency collaboration and alignment to offer one-stop access and opportunities to all populations, particularly those with barriers.

8) Braid program resources to maximize impact and provide a wrap-around approach to serving individuals.

While all aspects of this shared vision are currently in place or in progress, ongoing advancement is our united goal. Parties to this MOU hereby commit to building a one-stop culture focused on continuous improvement and innovation through a cohesive network of services. Recognizing that fulfilling the above-stated vision will require maximum efficiency of wrap-around services from a multitude of agencies with minimal duplication, Partners make the following commitments to each other:

1) Core Partner staff (located both inside and outside the AJC) shall participate in cross-training events to familiarize themselves with basic eligibility and participation requirements, as well as the available services and benefits offerred, for each of the partner programs represented in the UCLWDB network. Cross-trainings shall occur quarterly at a minimum, with additional trainings provided as needed.

2) Develop materials summarizing their program requirements and make available to Partner programs and their customers.

3) Utilize the UCLWDB Common Intake Form and provide substantive referrals to customers who may be eligible or benefit from supplemental and complementary services under partner programs.

4) Commit to robust and ongoing communications required for an effective referral process. Partners will actively follow up on the results of referrals and assure that Partner resources are being leveraged at an optimal level.

5) Participate in the UCLWDB shared referral tracking database designed to provide referral accountability and updates on co-enrollment and/or participant progress. This shared tracking system is managed by the OSO and is a supplement to, not a replacement for, VOS tracking measures.

6) Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys.

7) Provide support to the local one-stop network through serving on cross-partner teams, sharing events and planned outreach, and attending partner orientations and events (as staff schedules allow). Partners will seek to provide first-hand program representation at these events/opportunities where possible.

8) Commit to active support of tracking, meeting and exceeding UCLWDB performance targets.

4. MOU DEVELOPMENT (Tennessee MOU/IFA Instructions Page 5) If additional space is needed, please include an attachment referencing this section.

- *Fully describe the process and efforts of the Local Workforce Development Board and required partners to negotiate the MOU*
- *Confirm whether all required partners participated in negotiations*
- *Explain the process to be used if consensus on the MOU is not reached by partners*
- *Please provide dates of partner meetings that specifically discussed the MOU*

The UCLWDB intentionally fosters an enviroment where every partners input is valued and included. All required partners displayed good-faith participation in the development and negotiation of this Agreement. The MOU process included negotiations on service coordination and collaboration, as well as how to fiscally maintain the system through a joint Infrastructure Agreement (IFA) for shared costs and resources.

All Partners were included in a MOU technical assistance event on April 20, 2021. This event was hosted by UCLWDB Staff and presented information on MOU purpose, elements, and preparation for negotiation. Also highlighted during this event were specific areas of focus that Staff asked the represenatives to discuss beforehand within their agency. The goal of this event was to educate all partner representatives to effectuate quality and productive discussion at the upcoming negotiation.

A draft proposal was made available to all partners one week prior to the negotiation. This was designed to be a starting point for discussion only and gave partners a chance to consider edits.

Formal MOU and IFA negotiations were held on May 7, 2021 with all required partners present. Any disputes were either resolved informally or according to the grievance procedures outlined in this MOU. A follow-up draft was submitted to partners within a week after negotiation for final consideration.

5. NAME AND LOCATION OF COMPREHENSIVE ONE-STOP CENTER(S) (Tennessee MOU/IFA Instructions Page 5) If additional space is needed, please include an attachment referencing this section.

- *Provide the name and address of the comprehensive one-stop center(s) in the local service delivery system*
- *Where applicable list the designated affiliated sites or specialized centers*
- *Define any other operating titles that the local area assigns to each center*
- *Describe how outreach will be conducted in towns in the local area without an AJC*
- *Describe the local area's plans for the Mobile American Job Center*

Note: The information provided in this section must match the Tennessee Development of Labor and Workforce Development listings

Upper Cumberland Comprehensive Centers:

Putnam County AJC
620 S Jefferson Ave, STE 202
Cookeville, TN 38501

Cumberland County AJC
60 Ridley Street, STE 101
Crossville, TN 38555

Upper Cumberland Affiliate Centers:

DeKalb County AJC
722 S Congress Blvd
Smithville, TN 37166

Fentress County AJC
209 N Main Street South
Jamestown, TN 38556

Overton County AJC
740 Hi Tech Drive
Livingston, TN 38570

Macon County AJC 607 Hwy 52 Bypass E Lafayette, TN 37883	Smith County AJC 120 Pauline Gore Way, STE A Carthage, TN 37030	Warren County AJC 241 Vocational Technical Drive McMinnville, TN 37110

White County AJC
826 Valley View Drive
Sparta, TN 38583

The Upper Cumberland operates two Comprehensive Centers and seven Affiliate Centers, each servicing the counties in which they are located. In order to effectively serve all Upper Cumberland residents, Affiltiate Centers provide support to residents of neighboring counties where no brick-and-mortar AJC is located. These service assignments are listed on the UCLWDB website under "Our Centers" so that residents are aware of how they may access in-person services.

Cannon County- Serviced by DeKalb County AJC
Clay County- Serviced by Macon County AJC
Jackson County- Serviced by Putnam County AJC
Pickett County- Serviced by Overton County AJC
Van Buren County- Serviced by White County AJC

While brick-and-mortar AJCs are valued for the full-time in-person services they provide, the UCLWDB also recognizes that technological advances are creating exciting opportunities to serve residents in a more accessible and cost-efficient manner. Additionally, these methods greatly increase one-stop services access for ALL Upper Cumberland residents, particularly those located within our rural areas. The UCLWDB has invested resources to create a new website, "www.ucwork.org" where information and initial services can be accessed seven days a week, twenty-four hours a day. Individuals can also make an appointment through the website to meet with an AJC representative in-person if desired. Our website also includes a direct link to the TDLWD Virtual AJC (VAJC), which provides a wide and expanding array of virtual service options.

The TDLWD Mobile AJC is also utilized to bring AJC services to the Upper Cumberland. The mobile unit is typically booked for specific events and job fairs to provide additional AJC support. Services offered and customer flow are determined by the event and vary depending upon the needs communicated when booking the mobile unit.

Outreach is also conducted through the use of virtual and social media platforms. UCLWDB social media outlets reach thousands of individuals throughout our service area and provide real-time information on AJC services, job fairs, and activities. Additionally, the UCLWDB Google My Business platform is an effective tool to provide awareness of, and access to, the AJC system. Providing information, location services, and direct links to AJC social media and the UCLWDB website permeates through any location barriers rural areas may have. Partners agree to supply outreach information (as far in advance as possible) to the UCLWDB Marketing Team. The Marketing Team will be responsible for utilizing this information for inclusion on virtual and social media platforms, as well as sharing with county representatives to further extend outreach impact.

6. DESCRIPTION OF COMPREHENSIVE ONE-STOP SERVICES (WIOA Sec. 121(c)(2)(A)(i)) (Final Rules § 678.500(b)(1)) (Tennessee MOU/IFA Instructions Page 5) If additional space is needed, please include an attachment referencing this section.

- *Complete a local service matrix (Attachment II) illustrating local methods of service delivery which includes:*
  - *Career services to be provided by each required partner in each comprehensive one-stop center*
  - *Other programs and activities to be provided by each required partner*
  - *Method of delivery for each service provided by each required partner (e.g., staff physically present, cross-trained staff, direct linkage technology)*
- *In the spaces provided below:*
  - *In the introductory paragraph of this section, describe the required partners' combined commitment to integration and "manner in which the services will be coordinated and delivered through the system" (§ 678.500(b)(1))*
  - *In the spaces below designated for each required partner, describe each partner's commitment to coordinated service delivery and explain how the local service matrices illustrate that commitment*
  - *For each required partner below, describe the location(s) at which services of each required partner will be accessible*

Upper Cumberland American Job Centers strive to provide integrated service delivery by aligning staff by functional teams and providing cross-training on all programs. Service delivery begins with the Welcome Function, which is coordinated by the One-Stop Operator (OSO). The Welcome Function is provided by a combination of One-Stop Operator hired staff and partner representatives coordinated to fulfill the duties. All those serving in the Welcome Function warmly greet customers upon entrance to the AJC and offer an immediate needs assessment. At this point, the UCLWDB Common Intake Form is used to identify service needs and possible referrals in order to best meet the needs of the customer. Each customer is encouraged to register an account with the Jobs4TN website. If the customer is in need of other basic services (such as labor exchange services, provision of labor market information) or other self-directed or minimally staff-involved services, they are typically served by the staff person assigned to the Welcome Function. Customers identifed through the Common Intake Form as needing eligibility determinations or individualized career services are referred to on-site partners via a warm hand-off. For partners not located full-time within the AJC, the completed Common Intake Form is forwarded via email to the appropriate partner as a referral. A contact spreadsheet is maintained by the OSO with contact information for all partner programs offering services to easily connect and communicate referrals. For off-site referrals, staff make every effort to connect with the off-site partner while the customer is at the AJC to ensure receipt of the referral.

Staff serving in the Welcome Function coordinate with staff in the Skills Development and Business Services Teams in order to seamlessly deliver individualized career services. All core partners have staff who serve as members of the Skills Development or Business Services Teams, either on-site or by electronic connection. Skills Development Teams members focus on performing individualized career services, while the Business Services Team focuses on developing positive relationships with employers in order to serve their business needs. All staff members are cross-trained to be aware of tasks other teams perform in order to create streamlined services and reduce duplication. Additionally, staff within the AJC have as-needed meetings to discuss shared resources and services that might benefit current and prospective customers. These collaborations encourage more co-enrollment of participants between programs, further reduce duplication, and maximize individual services and funding options. The Business Services Team is led by and operates under the direction of UCLWDB Staff to the Board, as the UCLWDB has voted to maintain Business Outreach responsibilities as a function of Staff to the Board.

All required partners commit to active representation on functional teams. Whether through in-person or virtual method, active representation includes but is not limited to the following: meeting attendance, cross-training participation, and substantive input for robust team engagement. Partners also commit to active engagement towards continuous improvement through regular analyzation of service delivery and integration methods as a One-Stop network team.

Title I (Adult, Dislocated Worker and Youth) –

Title I provides a variety of educational and training activities to eligible individuals based on their individual needs and coordinated with partner programs to prepare participants for employment within in-demand occupations. Title I services are available on-site at all Upper Cumberland AJCs and are accessible to off-site partners through electronic methods. Additionally, Title I services can be initially accessed through the UCLWDB website, as well as the TDLWD Virtual AJC platform. Title I commits to integrated service delivery through the use of the Common Intake Form and UCLWDB referral tracking methods, as well as cross-training of other programs.

Title II (Adult Education and Family Literacy) –

Adult Education (AE) provides free instruction related to improving basic and secondary skills in math, reading, writing, social studies, and science, along with High School Equivalency diploma and English as a Second Language throughout the Upper Cumberland. In-person and virtual class options are available to assist students in acheiving their academic and career goals through an innovative and personalized approach. Customers are often identified through the Common Intake Form and are connected via warm hand-off or timely electronic connection. AE and other core partners communicate referral progress through a shared tracking method.

Title III (Employment Services under Wager-Peyser) –

Title III offers job services, outreach and labor exchange activities for individuals and employers. Job seekers register at the Welcome Desk or Jobs4TN to begin the process of job search activities such as entering a resume and skills into Jobs4TN so they may be identified by companies who are hiring. Staff are available on-site at Comprehensive Centers and by direct linkage, electronic connection or appointment at Affiliate Centers. Partner staff at Affiliate Centers are cross-trained to provide job seekers and employers assistance in accessing and utilizing Title III services. Title III commits to integrated service delivery through the use of the Common Intake Form and UCLWDB referral tracking methods, as well as cross-training of other programs.

Unemployment Insurance (UI) –

Unemployment Insurance (UI) provides unemployment benefits to eligible workers who are unemployed and meet the requirements of Tennessee law. Title III and partner staff at all Upper Cumberland AJCs are cross-trained to provide meaningful basic assistance to UI. This includes assisting customers in utilizing Jobs4TN to complete claims, weekly certifications, accessing the live chat feature, or using ZenDesk to submit and track help desk tickets. Fax machines are also available at the AJCs to allow customers to submit needed information to the TDLWD office if necessary. The Upper Cumberland provides Rapid Response services and coordinates with partners to provide UI and workforce assistance to employers and affected employees. Title I and Title III record these services in Jobs4TN for service integration.

Job Counseling, Training and Placement Services for Veterans –

Services for Veterans and their spouses include individual assessment, labor market information, job search assistance, and training opportunities. State Veterans staff, along with Title I staff, provide priority services for Veterans and their spouses on all job opportunities and qualified training programs available through the AJC. Veterans staff work to promote the hiring of Veterans through Jobs4TN, business outreach, job developments, and marketing tools. Veterans staff is available on-site at Comprehensive Centers and by direct linkage, email, or by appointment at Affiliate Centers. Title I staff assigned to Affiliate Centers are cross-trained in Veterans programs and follow Veterans' priority of service guidelines.

Trade Readjustment Assistance –

Trade Readjustment Assistance (TRA) services are accessible in all Upper Cumberland AJCs through in-person referrals and/or direct linkages via phone or email. AJC staff serve as the link between individuals determined to be TRA eligible and the TDLWD offices handling the TRA benefits payments. AJC staff provide assistance in resolving issues pertaining to weekly certification forms.

Trade Adjustment Assistance (TAA) –

Trade Adjustment Assistance (TAA) services are accessible in all Upper Cumberland AJCs through in-person referrals and/or direct linkages via phone or email. AJC staff provide job search assistance to individuals whose employers have either relocated operations or who have been impacted by foreign trade. TAA claimants will contact the TAA representative at the AJC for an appointment to discuss the following services: re-employment services, job search allowance, relocation allowance, and training. Claimants are co-enrolled in Title I and referred to Adult Education for assessment and training.

Migrant & Seasonal Farmworkers –

The Migrant & Seasonal Farmworkers (MSFW) program conducts outreach and assessment to low income farmworkers in order to assist those who qualify for job training and placement services. Services are accessible at Upper Cumberland AJCs through direct linkages and cross-training of partner staff. For instance, Title I staff are equipped to screen individuals for a farmworker background to determine if a referral is appropriate.

National Farmworker Jobs Program (NFJP) –

The program's main objective is to conduct outreach to and assessment of low income farmworkers in order to assist those who qualify with job training and placement services as listed in the local service matrices. Marketing materials are made available at all AJCs.

Services are accessible at all AJCs in the local area through direct linkage and cross-training of partner staff. For instance, Title I staff screen applicants for farmwork backgrounds in order to determine if a referral can be made. NFJP staff may also meet with potential clients on-site at the AJC if necessary.

Community Service Block Grant (CSBG) –

Community Services Block Grant (CSBG) services are available via direct linkages by phone or email.

Senior Community Services Employment Program (SCSEP) –

SCSEP provides job training skils for low-income, unemployed Americans age 55 and older in order to prepare them for unsubsidized employment. Participants learn job skills while providing community service activities along with basic computer and job search skills. SCSEP services are provided by Career Team in Putnam, Fentress, Jackson, Macon, and Cumberland; SCSEP is provided by Workforce Essentials in Cannon, DeKalb, Smith, Van Buren and Warren; SCSEP is provided by UCHRA in Clay, Cumberland, Overton, Pickett, Putnam, and White counties.

Title IV (Rehabilitation Services) –

The Vocational Rehabilitation (VR) program provides a variety of services to eligible individuals with disabilities in accordance with their aptitudes, capabilities and interests. Individual needs are identified through an Individualized Plan for Employment to prepare individuals for competitive integrated employment. VR collaborates with other AJC partners, community rehabilitation service providers, educational institutions and employers to ensure that eligible persons with disabilities receive the services necessary to obtain employment within their communities. VR services are directly accessible through in-person referrals and direct linkages within all AJCs.

DHS/TANF –

Families First, the state's TANF program is a workforce development and employment program that emphasizes work, training, and personal responsibility. It is temporary and has a primary focus on gaining self-sufficiency through employment. Families First helps participants reach this goal by providing temporary cash assistance, transportation, child care assistance, educational supports, job training, employment activities, and other supportive services. Case Managers are not onsite at the AJCs, however, individuals may initiate an application at https://onedhs.tn.gov/csp

Second Chance (Reentry) –

The Second Chance (Reentry) program provides quality community re-entry services that will reduce recividism, empower clients to enter gainful employment, lead a more productive life, and return to safer communities. The one-stop system supports this program by providing on-site counseling and workshops through the Mobile Career Coach, Adult Education activities, and job services through Jobs4TN. Referrals are made through electronic means for tracking participant progress.

HUD Employment and Training Activities –

HUD Employment and Training Activities provide financial assistance for employment and training opportunities. Services are provided by the Department of Human Services are accessible through electronic connection.

Job Corps –

Job Corps provides career technical training and education for low-income youth ages 16-24. Referrals are through a direct linkage via phone or email. Marketing material for the Job Corps program is kept in AJC Resource Rooms.

YouthBuild –

YouthBuild provides education, counseling and job skills training to unemployed youth who are typically high school drop-outs. YouthBuild services are provided through the TDLWD and are accessible through electronic connection.

Perkins/Post-Secondary Career & Technical Education–

Tennessee's Community and Technical Colleges play an integral role in the economic growth of the Upper Cumberland. From providing short-term training programs to long-term customized initiatives, these colleges have developed strategies to meet the workforce training needs of local, regional and state employers. As recipients under the Carl D. Perkins Career and Technical Education Act, these institutions strive to develop more fully the academic, career, and technical skills of students who enroll in career and technical education programs. These events are conducted in partnership with local education institutions and businesses to assist students in understanding all aspects of an industry, provide them with career guidance, and prepare them for high skill, high wage, or high demand occupations leading to self-sufficiency. The UCLWDB and its one-stop partners work closely with the TBR Pathways Director and local CTE Directors to develop CTE opportunities.

TCAT/Tennessee Reconnect–

TCAT/TN Reconnect services are available via direct linkages by phone, email, and at each institution's website. Services are also offered through cross-training of AJC staff, who may assist customers in going online to complete an admissions application or other required paperwork. Marketing materials are made available at Upper Cumberland AJCs.

7. PROCUREMENT OF ONE-STOP OPERATOR (Tennessee Memorandum Guidelines for One- Stop Operator Procurement) (Tennessee MOU/IFA Instructions Page 6) If additional space is needed, please include an attachment referencing this section.

- *Name the procured one-stop operator – **(this information will be amended once the One-Stop Operators have been procured)**. The following bullet points should be explained in this section*
- *Describe the functions and scope of work of the one-stop operator as defined in the Request for Proposal or as planned for the competitive procurement process*
- *Assure that the one-stop operator will not perform any of the proscribed functions (§ 678.620(b)) to avoid a conflict of interest*

Note: One-stop operator designation takes effect July 1, 2017 (§ 678.635)

The UCLWDB, in conjunction with Northern Middle LWDB and after a competitive RFP process, has selected Mid-Cumberland Human Resource Agency as the entity providing One-Stop Operator services. The One-Stop Operator's (OSO) primary role is to coordinate multiple American Job Center partners and service providers throughout the Upper Cumberland. The OSO must assure functional alignment of services and management of operational resources, conduct quality reviews of partner and service provider activities, and faciliate the Welcome Function. To avoid a conflict of interest and in accordance with WIOA Section 678.620(b)(1), the functions and scope of work of the OSO do not include the following functions, which continue to be performed by the UCLWDB: Convene system stakeholders to assist in the development of the local plan; prepare and submit local plans; be responsible for oversight of itself; manage or significantly participate in the competitive selection process for the one-stop operators; select or terminate one stop operators, career services, and youth providers; negotiate local performance accountability measures; or develop and submit a budget for the activities of the UCLWDB.

The functions and scope of the UCLWDB One-Stop Operator include:
(A) Overseeing One-Stop property, including buildings and equipment, and the reporting of any maintenence or other issues. Items that are shared costs under the IFA will be inventoried and maintained by the OSO.

(B) Observing and addressing any concerns to assure staff present as professional.
(C) Providing functional supervision of AJC partner staff located in the AJC, including coordinating with direct supervisors/team leaders to schedule staff for appropriate coverage during regular, holiday,and extended hours, as needed. Includes acknowleding vacation and leave requests and ensuring shared responsibilities are fair and equitable for sufficient coverage of the AJC.
(D) Providing leadership and guidance to encourage AJC partner staff to function as a team, including appropriate AJC partner staff development and team building.
(E) Evaluate services to ensure required WIOA services are being provided.
(G) Coordinating the continuing good standing of AJC Certification status as directed by the UCLWDB.
(H) Coordinating services with Affiliate and/or Access Points to assure that partners are apprised of Comprenhesive Center services for referral of customers.
(I) Ensuring that all services are being provided in a manner consistent with the Local Plan, Regional Plan, and TN State Combined Plan.
(J) Ensuring meaningful access to all customers by incorporating principles of universal design and adaptative technologies.
(K) Developing safety plans for AJCs and educate all partner staff on a regular basis.
(L) Evaluate performance of AJCs by developing a working knowledge of WIOA Performance Measures for all AJC partners, including how they correlate to Local and Regional goals; Developing a working knowledge of the VOS data management system; Preparing and analyzing reports, at regular intervals defined by the UCLWDB, to include VOS Greeter, Customer Sign-In reasons, and Employer utilization of AJC services; Coordinating with Board Staff for Data Validation and Performance standards.
(M) Develop and initiate an UCLWDB approved evaluation process to determine customer experiences and share results with all partners. Evaluation methods may include on-site or online assessments, maintain confidentiality, and be timely to the customer experience. The UCLWDB will utilize results to access services of the One-Stop Operator.
(N) Coordination of core and required partners, both on and off-site, to include: Maintaining and updating a digital copy of all partner programs, including a brief description of service and contact information; Reporting changes in the MOU/IFA to the Executive Director ; Schedule monthly staff meetings with on-site partners and quarterly meetings with off-site partners. Additional functional meetings will be on an as-needed basis under the coordination of the OSO; Maintaining and updating information such as policies, procedures, updates, schedules, etc. for access by all partner staff.
(O) The OSO will serve as liaison between the Executive Director or designated staff and AJC partners, including resolution of customers service complaints or partner issues, proposal of promising practices and dissemination of general communication of UCLWDB policy and procedures.
(P) The OSO will provide any reports as deemed necessary by the UCLWDB including reports such as performance data for all on-site partners, IFA expenditure reports, referral reports, etc.
(Q) The OSO will meet common operational needs of the AJC by means that may include: Developing training manuals and instructional activities to promote excellence in customer service.
(R) Providing technical assistance to staff and partner agencies to understand the vision, mission, goals, and objectives of the UCLWDB and One-Stop system.
(S) Ensure functional teams (Welcome Function, Skills Development, and Business Services) are meeting monthly and include meaningful representation from required partners. The OSO provides support to these teams and assists with team development and strategies.

The OSO shall incorporate these and all contractually obligated functions when managing daily operations, assisting the UCLWDB in maintaining the AJC network structure, integrating systems and coordinating services, overseeing network performance, and managing fiscal responsibilities through cost allocations.

All parties to this MOU present a committment to support the OSO as the functional leader of the one-stop network. Partners will work with the OSO to promote system integration through (1) Effective communication, information sharing, and collaboration with the OSO; (2) Joint planning, policy development, and system design processes; (3) Commitment to the joint mission, vision, goals, performance measures, and strategies introduced by the OSO; (4) Design and use of integrated processes used by the OSO to include common intake, assessment, referral, and case management processes.

8. REFERRAL PROCESS (WIOA Sec. 121 (c)(2)(A)(iii)) (Tennessee MOU/IFA Instructions Page 6). If additional space is needed, please include an attachment referencing this section.

- *In the spaces provided below, address all of the following:*
  - *In the introductory paragraph of this section, describe local one-stop operator's role and responsibilities for coordinating referrals among required partners (§678.500(b)(3))*
  - *In the spaces below designated for each required partner, each partner must list the other programs to which it will make referrals and the method(s) of referral to each partner; for example, in the Title I box, Title I will list all other programs to which it will refer clients and the method(s) of referral for each*
  - *Identify the method of tracking referrals*

Note: Local areas must be as specific as possible when describing the differences in referral methods between partner programs. DOL has expressed concern about this area in the past.

Title I (Adult, Dislocated Worker and Youth) –

The OSO facilitates the Initial Assessment and Common Intake Form. The Common Intake Form identifies possible referrals based upon customer need and initates the immediate referral via warm-hand off or email. The Common Intake Form is evaluated and uploaded into VOS by first contact and additional referrals made. Title I staff are trained to have a basic understanding of ALL partner programs and will make referrals to each as customer need dictates. Additionally, Title I will refer to Title III for assistance with the employment services aspect of case management. When referrals are made, a referring activity and case note explanation will be added to VOS. Referrals are also tracked through a sharable data spreadsheet.

Title II (Adult Education and Family Literacy) –

The OSO facilitates the beginning of the referral process through the Initial Assessment and Common Intake Form. The Common Intake Form identifies possible referrals based upon customer need and initates the immediate referral via warm-hand off or immediate email connection. The Common Intake Form is evaluated and uploaded into VOS by the "first contact" and additional referrals are made. Title II staff are trained to have a basic understanding of all partner programs and will make referrals accordingly. When referrals are made, a referring activity and case note explanation will be added to VOS. Referrals to and from Title II are tracked through a common data spreadsheet, shared and viewable by all core partners, where referrals are

Title III (Employment Services under Wager-Peyser) –

The OSO facilitates the beginning of the referral process through the Initial Assessment and Common Intake Form. The Common Intake Form identifies possible referrals based upon customer need and initates the immediate referral via warm-hand off or immediate email connection. The Common Intake Form is evaluated and uploaded into VOS by the "first contact" and additional referrals are made. Title II staff are trained to have a basic understanding of all partner programs and will make referrals accordingly. When referrals are made, a referring activity and case note explanation will be added to VOS. Referrals to and from Title II are tracked through a common data spreadsheet, shared and viewable by all core partners, where referrals are documented, updated and progress/outcomes are listed.

Title IV (Rehabilitation Services) –

VR participants are referred to available partner programs to assist with the rehabilitation needs of eligible individuals. UCLWDB VR referrals are made by in-person by appointment and via electronic connection. Referrals to and from VR are tracked through a common data spreadsheet, shared and viewable by all core partners, where referrals are documented, updated and progress/outcomes are listed. This spreadsheet is managed by the OSO with all core partners contributing.

Unemployment Insurance (UI) –
Clients who desire to file a UI claim are provided access to computers and Jobs4TN in the AJC Resource Room. AJC staff are cross-trained to provide meaningful UI assistance through basic website navigation and claims filing processes. This includes helping customers complete claims, weekly certifications, and utilizing the live chat feature. During the process of this assistance, AJC staff seek to identify any additional needs claimants may have, as well as provide information on partner programs to suggest referrals. When claimants express a desire for additional services, the Initial Assessment and Common Intake process is followed.

Job Counseling, Training and Placement Services for Veterans –
Due to the nature of the Veteran status, it is the responsibility of partner programs to identify and make appropriate referrals to this program. A Veteran's checklist is completed by Veterans who visit the AJC for services. If significant barriers to employment are identified, referrals are made by other AJC staff to the Disabled Veterans Outreach Placement Specialists. The DVOP Staff perform case management, which requires specific tracking of participants.

Trade Readjustment Assistance –
Trade referrals utilize a specific form for WIOA referrals during training. The referral is hand delivered where possible and emailed to outer counties. If a supportive service need exists and the participant hasn't already been referred to WIOA, the same form and process would be used. Through this process all current Trade students are co-enrolled and most receive WIOA funds.

Trade Adjustment Assistance (TAA) –
Federal guidance mandates a qualifying TAA participant be co-enrolled in both Title I and Title III. Therefore, both programs are responsible to identify and make appropriate referrals to the corresponding programs using the Common Intake Form. A warm hand-off is encouraged and partners should seek to contact referrals within 24 hours. Progress of these referrals are then tracked based on the enrollment of the client and communicated to the referring partner via email and logged into VOS.

Migrant & Seasonal Farmworkers –
For the MSFW referral, all Career Advisors and Veteran Staff use the Common Intake Form to determine program needs and refer to all internal programs (WIOA, Adult Ed, etc.). The referral is delivered to the recipients if in the building or emailed if out in the counties. For external referrals (TN Reconnect, etc.) email is utilized.

National Farmworker Jobs Program (NFJP) –

Every customer who makes contact with the NFJP, whether qualified or not, is always referred to the AJC for services they may be able to receive. Contact is made with customers referred by the AJC and efforts are made to determine if they may be served by other one-stop programs.

Additionally, Career Advisors screen applicants for farmwork backgrounds and refer those customers to Tennessee Opportunity Programs for NFJP services.

Community Service Block Grant (CSBG) –
Partner services will be referred via electronic connections.

Senior Community Services Employment Program (SCSEP) –

SCSEP clients are referred through the Common Intake Form, county referrals, partner programs and community partners such as AAAD, DHS, and local senior centers and orgs. SCSEP partners (Career Team, Workforce Essentials, UCHRA) will refer clients between agencies based upon appropriate county served and for placements beyond what the individual agency can fill. Referrals are processed through direct linkages and virtual communication methods.

DHS/TANF –

DHS will make referrals to Title/other core partners to provide workforce development and educational activities to FF/TANF customers. DHS will utilize the referral system the local board has established for receiving partner referrals so that customers can access these services. DHS will utilize VOS to review reported data from other partners who record attendance and compliance in referred activities, and will document recorded data in its internal eligibility system.

Second Chance (Reentry)–
Customer referrals are made via Jobs4TN to include partners located both inside and outside the AJC. Participant tracking is conducted through Jobs4TN.

HUD Employment and Training Activities –
Reverse referrals and partner services will be referred via electronic connection.

Perkins/Post-Secondary Career & Technical Education–
Customer referrals are made to Post-Secondary Education Institutes and TN Colleges of Applied Technology Centers located throughout the Upper Cumberland via phone call, email, or by referral form. The referral process includes providing information and contact details for referral programs to all students who enroll. The on-site Financial Aid Coordinator provides handouts that students are given with this information.

Job Corps –
Customer referrals are made via Jobs4TN to include partners located both inside and outside the AJC. Participant tracking is conducted through Jobs4TN.

YouthBuild –

YouthBuild referrals will be sent to the TDLWD via electronic connection.

TCAT/Tennessee Reconnect–

Tennessee Reconnect referrals are received phone call, email, or referral form. The referral process includes providing information and contact details for referral programs to all students who enroll. The on-site Financial Aid Coordinator provides handouts that students are given with this information.

9. PHYSICAL ACCESSIBILITY (WIOA Sec. 121 (c)(2)(A)(iv)) (WIOA Final Rules §678.500(b) (4)) (Tennessee MOU/IFA Instructions Page 6) If additional space is needed, please include an attachment referencing this section.

Describe how—through specific examples and commitments—required partners will assure the physical accessibility of the comprehensive one-stop center(s), including the following:

- *The comprehensive one-stop center's layout supports a culture of inclusiveness*
- *Access to public transportation is available within reasonable walking distance*
- *The location of a dedicated parking lot, with parking lot spaces closest to the door designated for individuals with disabilities*

UCLWDB One-Stop Centers support a culture of inclusivness by being physically accessible to all customers. AJC parking lots include universally-accessible marked spaces next to the entrance, along with ample parking for all customers. Centers are physically accessible with ground-level double-wide doors that open automatically for entry, wide hallways to accomodate wheelchairs, elevators where second floors are present, and accessible bathroom facilities. Braille is used on the doors for the seeing impaired. Compliance with ADA requirements is ensured when locating to a new building or when repairs are needed. An EEO poster is displayed at each AJC and a Grievance brochure outlining steps to file a complaint is made available. Center Resource Rooms are equipped with assistive technology such as large-print screens and an adaptive mouse. CapTel phones are available when requested. Signage regarding the availability of Avanza Language Lines for interpretation services are also posted in each AJC. Additionally, staff participate in an annual nondiscrimination/EO/disability awareness training to ensure our Centers support a culture of inclusiveness.

Recognizing that transportation is a substainial barrier for many individuals, UCLWDB Comprehensive Centers are included on public transportation lines. All Centers are located in buildings that are centrally-located to the Counties they serve in a convenient, high-traffic area. Additionally, the UCLWDB website has been substantially updated to provide seven days a week, twenty-four hours a day access to AJC services. The website gives virtual access to all required partner services through explanation of services, links to Jobs4TN and the TDLWD Virtual AJC (VAJC), and the ability to directly schedule an appointment with a local one-stop representative.

Parties to this MOU agree to assure the continued physical accessibility of the comprehensive one-stop centers by:
(1) Ensuring compliance with ADA requirements;
(2) Maintaining the above named or similar accommodations on an as-needed basis;
(3) Offerring referrals to provide customers with a full array of accommodations and services;
(4) Maintaining an EO Officer for the UCLWDB to ensure compliance with all appropriate regulations;
(5) Provide or participate in nondiscrimination/EO/disability awareness training on an annual basis.

Parties to this MOU acknowledge that ensuring physical accessibility begins with customers being able to physically locate AJCs. Parties further recognize the value of appropriate signage and basic marketing materials to ensure customers can locate and identify the AJC brand. Required Partners agree to periodically review physical accessibility in terms of appropriate signage and consider shared costs of purchases under this category.

10. PROGRAMMATIC ACCESSIBLITY (WIOA Sec. 121 (c)(2)(A)(iv)) (WIOA Final Rules §678.500(b)(4)) (Tennessee MOU/IFA Instructions Page 7) If additional space is needed, please include an attachment referencing this section.

- *Describe how the comprehensive one-stop center provides access to all required career services in the most inclusive and appropriate settings for each individual participant*
- *Describe specific arrangements and resources available to assure that individuals with barriers to employment, including individuals with disabilities, can access available services and how outreach will be conducted to these groups (§678.500(b)(4). Include Mobile American Job Center information.*
- *Explain how services will be provided using technology that is actually available and in accordance with the "direct linkage" requirement under WIOA*

Note: Provide as much specificity as possible for each partner program

All Partners agree they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law. Partners must assure that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with applicable state and federal laws and regulations regarding these issues. All Partners will cooperate with compliance monitoring that is conducted at the local level to ensure that all American Job Center programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or educational level. Interpretation services will be provided within a reasonable time frame to any customer with a language barrier. Assistive devices, such as screen-reading software programs and assistive listening devices must be available to ensure both physical and programmatic accessibility within the UCLWDB American Job Centers.

The comprehensive one-stop center serves as the hub for access to services for customers as well as local businesses. In order to ensure non-discriminatory practices, all customers are assessed using the same process and referred based on their individual circumstances to the appropriate program. When significant barriers are found, partnerships with Vocational Rehabilitation are utilized to ensure that processes are in line with the needs of the individual with disabilities.

Programmatic accessibility is facilitated within the UCLWDB through utilization of several keys tools. The Mobile Career Coach has proved to be an effective outreach tool in areas of high need but limited accessibility. Also utilized are tools such as Direct Linkage, used when needed for affiliate site counties via phone calls and ZOOM meetings and email. This is especially necessary when partner programs are not co-located in affiliate sites. Title I staff coordinate service delivery and access to partners in their Welcome Function, as well as throughout a client's enrollment in Title I. Title I is the only staff located in Affiliate Sites, therefore the remaining partners are available via direct linkage whenever needed.

All UCLWDB customers have access to accessible devices for hearing, reading, typing and computer use. Our AJCs are equipped with highly trained staff that are able to assist individuals with disabilities and the additional services available to them within the AJC and their communities. All AJC locations have passed ADA compliance through TN Department of Human Services Vocational Rehabilitation. Outreach to this population is conducted through regional partners such as DHS, Department of Human Services programs, Vocational Rehabilitation, and community action groups.

When UCLWDB partners are not physically located within the American Job Center, they are available for contact through direct linkage such as phone calls, video conferencing, email and text messaging (preference of direct linkage is utilized in that order.) Direct connection is made whenever possible, and all partners are accessible from each AJC location.

The UCLWDB, in collaboration with American Job Centers, Adult Education, and Vocational Rehabilitation, will be providing a process for virtual access for all participants to access services start-to-finish via virtual platforms.

11. DATA SHARING AND COLLECTION (Tennessee MOU/IFA Instructions Page 7) If additional space is needed, please include an attachment referencing this section.

- *Describe how core program partners will share data and information and will collaborate to assure that all common primary indicators of performance for the core program partners in the local area will be collectively achieved*
- *Provide assurances that participants' Personally Identifiable Information (PII) will be kept confidential*
- *In each description, cite specific examples of required partners demonstrating a commitment to integration in the local area*
- *Describe the collection of data across programs*
- *Describe how Jobs4TN will be utilized and incorporated*

NOTE: Partners are encouraged to seek clarification from their respective core partner state agency and/or data staff

All program partners will work to share information to better serve participants. Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected at intake to be captured once. The management information system used to case manage participants for the programs listed below is Jobs4TN or VOS system:
Title I: Adult, Dislocated Worker, Youth
Title II: Adult Education and Family Literacy
Title III: Wagner-Peyser
Unemployment Insurance
Trade Readjustment Asistance (TRA)
Trade Adjustment Assistance (TAA)
Job Counseling, Training and Placement for Veterans
Migrant and Seasonal Farmworkers
Community Services Block Grant (CSBG)
Senior Community Services Employment Program (SCSEP)
Second Chance (Reentry)

Each AJC also utilizes the VOS Greeter feature to track the number of customers using the AJC. Utilizing this system for the majority of WIOA programs will allow programs to share information and reduce duplication of data entry. Information needed to calculate all common indicators of performance reside in this system. Reports can be generated and shared with program staff to ensure that performance targets will be met. The TDLWD has established performance groups that will routinely report out all core partner performance. This approach will allow all partners to share concerns and monitor performance metrics. TANF and Vocational Rehabilitation will use other case management systems but all WIOA partners will work to share information across these systems in order to better serve participants.

Each employee is required to sign a user agreement stating that personally identifiable information (PII) is to be kept confidential and only used for the purpose of job duties. In addition, the TDLWD has a MOU with core partners in which particpant information is shared. The TDLWD also provides WRIS and FEDES agreements which govern participant wage records and their use.Each partner will ensure that the collection and use of information or records that include personally identifiable information will be limited to purposes that support the programs and activities described in the MOU part of the AJC service delivery system. Partners will ensure that access to software systems and files under his/her control that include PII will be limited to authorized staff. Those staff members are assigned responsibilities in support of the services and activities provided as part of AJC services delivery system and must access the information to perform these responsibilities. Each employee is required to sign a user agreement stating that personally identifiable information is to be kept confidential and only used for the purpose of job duties. Parties to the MOU agree that customer PII will be properly secured in accordance with the agency's policies and procedures regarding the safe keeping of PII. Customer data may be shared with other programs, for those programs' purposes, within the AJC network only after the informed consent of the individual has been obtained,

Partners further agree that the collection, use and disclosure of customer's personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all of these requirements.

All data, including customer PII, collected, used and disclosed by Partners will be subject to the following:
(1) Customer PII will be properly secured in accordance with the UCLWDB policies and procedures safeguarding PII.
(2) The collection, use and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws
(3) All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
(4) All personal information contained in VR records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
(5) Customer data may be shared with other programs, for those program's purposes, within the American Job Center network only after the informed consent of the individual has been obtained, where required.
(6) Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
(7) All data exchange activity will be conducted in machine readable format, such as HTML, or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794(d)).

12. COST SHARING OF SERVICES (WIOA Sec. 121 (c)(2)(A)(ii)) (WIOA Final Rules §678.755 and §678.760) (Tennessee MOU/IFA Instructions Page 7) If additional space is needed, please include an attachment referencing this section.

- *To complete this section, see the Individual AJC Budget Template instruction sheet – Attachment II and the Infrastructure Funding Agreement – Attachment III.*
- *For the purposes of this section (12), only provide a narrative explanation of cost sharing services*
- *In the event that an agreement cannot be reached among partners, 20 CFR 678.750 will apply:*
  (a) The Governor must establish a process, described under sec. 121(h)(2)(E) of WIOA, for a one-stop partner administering a program described in §§ 678.400 through 678.410 to appeal the Governor's determination regarding the one-stop partner's portion of funds to be provided for one-stop infrastructure costs. This appeal process must be described in the Unified State Plan.
  (b) The appeal may be made on the ground that the Governor's determination is inconsistent with proportionate share requirements in § 678.735(a), the cost contribution limitations in§ 678.735(b), the cost contribution caps in § 678.738, consistent with the process described in the State Plan.
  (c) The process must ensure prompt resolution of the appeal in order to ensure the funds are distributed in a timely manner, consistent with the requirements of § 683.630 of this chapter.
  (d) The one-stop partner must submit an appeal in accordance with State's deadlines for appeals specified in the guidance issued under § 678.705(b)(3), or if the State has not set a deadline, within 21 days from the Governor's determination.

The operating budget of the One-Stop delivery system is the financial plan to which the One-Stop Partners, CLEO, and UCLWDB have agreed to in this MOU and that will be used to achieve the goals of delivering services throughout the Upper Cumberland. To achieve this, each partner completed a budget for each AJC where their staff are physically present per the TDLWD Workforce Services MOU/IFA Guidance. These individual budgets were then consolidated into a master budget that consists of costs that are specifically identified by statute.

Infrastructure costs, defined in WIOA Sec. 121(h)(4), include non-personnel costs such as:
(1) Rental of facilities
(2) Utilities and maintenance
(3) Equipment (including assessment-related and assistive technology)
(4) Technology to faciliate access to the One-Stop, including planning and outreach activities
(5) Costs of the use of the common AJC identifer, such as signage and supplies.

Additional costs include:
(1) Applicable career services as described in WIOA Sec. 1349(c)(2)
(2) Shared operating costs and shared services, described in WIOA Sec. 121(i), that are related to the operation of the one-stop delivery system, but do not constitute infrastructure costs, such as initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, referrals to partners, and business services. These costs may include personnel expenses for shared Welcome Function staff.
(3) Direct costs, as described in 2 CFR 200.413, including costs identifed specifically with a particular final objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

In accordance with WIOA Sec. 1219h), the following programs, being physically located in an AJC in the Upper Cumberland Local Workforce Area, are required to contribute to infrastructure costs per the TDLWD Workforce Services MOU/IFA Guidance:

(1) WIOA Title I Adult, Dislocated Worker, Youth
(2) WIOA Title II Adult Education and Literacy
(3) WIOA Title III Wagner Peyser
(4) Title IV Vocational Rehablitation
(5) Chapter 2 of Title II of the Trade Act of 1974
(6) Chapter 41 of Title 38, United States Code
(7) Part A of Title IV of the Social Security Act

Actual costs will be billed, rather than estimates or budgeted amounts. The one-stop operating budget will be periodically reconciled against actual costs incurred and adjusted accordingly. This reconciliation will ensure that the budget reflects a cost allocation methodology that demonstrates how infrastructure costs are charged to each partner in proportion to the partner's use of the one-stop center and relative benefit received.

The Infrastructure Funding Agreement (IFA) contains the infrastructure costs budget that is an integral component of the overall one-stop operating budget. The other component of the one-stop operating budget consists of "additional costs." While both components cover different cost categories, the operating budget is incomplete without the other- both are necessary to maintain the ULCWDB one-stop delivery system. Therefore, the one-stop operating budget must be presented with the MOU and the IFA negiotiated as a mandatory step in the process. Changes in the one-stop required partners or an appeal by a one-stop partner's infrastructure cost contributions will require a renewal of the MOU.

Allocation refers to the process of assigning a cost, or group of costs, to one or more cost objective in reasonable proportion to the benefit provided or equitable relatioship. Partners have agreed to use the "square footage" cost allocation methodology for the Cumberland County Comprehensive AJC and the "FTE" cost allocation methodology for the Putnam County Comprehensive AJC.

All parties to this MOU and IFA recognize that infrastructure costs are applicable to all required partners, whether they are physically located in the AJC or not. Each partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Unifrom Guidance.

The partners agree that Putnam County Schools Adult Education maximum cash contribution to allowable IFA costs is $20,000.00 for infrastructure costs and $7,000.00 for additional costs for 2022-2023. In addition, Adult Education will provide 2 hours per week, as directed by the Adult Education District Coordinator, for the Welcome Function at both the Cookeville AJC and Crossville AJC. Putnam County Schools will not be liable for any other costs that exceed these amounts. Required partners agree that once Adult Education maximum funds have been exhausted, the remaining budget costs allocated to Adult Education for the program year will be prorated among the other required partners.

Pursuant to the TDLWD Workforce Services Guidance- Outreach and Marketing issued April 22, 2021, the required partners agree to allocate outreach and informational materials costs as a line-item within the IFA. Costs shall be reasonable and allowable under this guidance and approved by the contributing partners prior to purchase.

13. DURATION/AMENDMENT/APPEAL PROCEDURES (WIOA Sec. 121 (c)(2)(A)(v)) (WIOA Final Rules §678.500(b) (5)) (Tennessee MOU/IFA Instructions Page 8) If additional space is needed, please include an attachment referencing this section.

Describe the duration of the MOU
Describe amendment procedures, including annual negotiation of infrastructure and shared system costs to address the following:

- *The amount of notice a partner agency must provide the other partners to make amendments*
- *The procedures for informing other partners of the pending amendment*
- *The circumstances under which the local partners agree the MOU must be amended*
- *The procedures for amending the MOU to incorporate the final approved budget on an annual basis*
- *The procedures for terminating the MOU or a specific partner's participation in the MOU*
- *The process for resolving any disputes that evolve after the agreement is reached*
- *The appeals process for any disputes that evolve after the agreement is reached*
- *Process must follow the directives in WIOA678.500(b)(5)*

NOTE: Ensure the MOU reflects the most recent date as amendments are approved

The duration of this MOU is one-year. This is the second renewal of the 2021 MOU (year 3 of 3). A single partner may terminate its participation as a party to this MOU upon thirty (30) days written notice to the UCLWDB. In such event, the UCLWDB will provide written notice to all remaining partners and will amend this MOU. A termination does not affect the MOU unless the number or contribution of the terminating partners is so substantial that it necessitates the negotiation of a new MOU.
The UCLWDB will notify the remaining parties of the intent to amend and will provide each remaining party thirty (30) days from date of the notice (unless another time frame is specified in the notice) to review the anticipated changes and to submit a response to LWDB. Failure by a party to respond within the prescribed time frame will be deemed that party's approval of the proposed changes.
The MOU may be amended upon mutual agreement of the parties provided it is consistent with federal, state or local laws, regulations, rules, plans, or policies or for one or more of the following reasons:

(1) The addition or removal of a partner from this MOU.
(2) Removal or addition of program responsibilities for any partner that administers more than one federal programs.
(3) An extension of the effective ending date.
(4) A change in AJC operator or fiscal agent or a change in the physical location of an AJC.
(5) A change in the services, service delivering methods currently utilized, referral methods, methods to determine fair share, or methods to allocate cost.

All modifications must be in writing and approved by the UCLWDB. When a partner wishes to modify the MOU, the partner must first provide written notification thirty (30) days in advance of the proposed change to the UCLWDB Chair and outline the proposed modification(s). Upon notification, the LWDB Chair must ensure that discussions and negotiations related to the proposed modification take place with Partners in a timely manner and as appropriate. Amendment or modification of the MOU only requires the parties to review and agree to the elements of the MOU that changed. The UCLWDB Chair may call a special meeting to discuss the proposed modification(s). Upon agreement of all parties, a modification will be processed. If determined that a Partner is unwilling to agree to the MOU modification, the UCLWDB Chair must ensure that the dispute resolution process is followed.

Updates to the AJC budget will not require an amendment to this MOU unless such updates reflect an increase in the total budget amount. An amendment for this purpose will be signed by an authorized representative of UCLWDB, and all partners.The UCLWDB will ensure that all partners receive a copy of the amendment and revised budget once the amendment is fully executed.

If there are disputes that evolve after the agreement is reached, in the event the remaining party has questions and/or concerns regarding the proposed amendment, the party must list its question and/or concerns in writing and submit to the UCLWDB.

The amendments that will require the signatures of all parties must be executed no later than ninety (90) days prior to the end of the MOU period and amendments that require only the signatures of the UCLWDB, and the affected parties must be executed no later than forty-five (45) days from the end of the current state fiscal year.

However, should a 678.500 (8)(5) dispute arise among any parties to this MOU in negotiations to amend or renew the MOU or pertinent to AJC operations or activities not addressed in this MOU, the parties shall first attempt to resolve all disputes informally. Any partner may call a meeting of all parties to this MOU to discuss and resolve disputes by contacting the WIOA Executive Director in writing.

For formal disputes, all parties are advised to actively participate in local negotiations in a good faith effort to reach an agreement. Any disputes shall first be attempted to be resolved informally. If the informal dispute fails, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to UCLWDB chair and all parties to the MOU regarding the conflict within sixty (60) business days. The UCLWDB Chair will place the dispute on the agenda of a special meeting of the UCLWDB's Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. The decision of the Executive Committee shall be final and binding unless there is a contradiction of state and federal laws governing the partner agencies. The Executive Committee must provide a written response and dated summary of the proposed resolution to all parties to MOU.

14. RENEWAL PROVISIONS (WIOA Sec. 121(c)(2)(A)(v)) (WIOA Final Rules §678.500(b)(6)) (Tennessee MOU/IFA Instructions Page 8) If additional space is needed, please include an attachment referencing this section.

Provide the process and timeline in which MOU will be reviewed, including:

- *Explain the renewal process, which must occur at a minimum of every three years*
- *Describe the required renewal process if substantial changes occur before the MOU's three-year expiration date*

NOTE: Ensure the MOU reflects the most recent date as renewals are approved

This MOU must be reviewed and renewed on an annual basis by action of the Upper Cumberland Local Workforce Board.

To renew the MOU, either on an annual basis or if substantial changes occur before the annual review, the parties to this MOU agree to the following process:

(1) Notification of Partners: The UCLWDB Executive Director will notify all parties in writing that it is necessary to renew and execute the MOU and will provide all applicable policies and preceding MOU documents, as applicable, including a timeline for the renewal process.

(2) Preliminary Review: All parties will be provided sufficient time to review the existing MOU to identify potential changes and submit them to the UCLWDB Executive Director prior to the negotiations meeting.

(3) Negotiations Meeting: The UCLWDB Executive Director will arrange for all parties to meet to review the draft MOU and proposed changes within thirty (30) days of the notification.

(4) Revised Draft MOU: The UCLWDB Executive Director will submit a revised draft MOU based on discussions at the negotiations meeting, and additional formal or informal meetings as needed, to all parties for review and final comments within thirty (30) days following the negotiations meeting.

(5) Final Review and Comment: All parties will review the revised draft MOU and submit comments to the UCLWDB Executive Director within fourteen (14) days.

(6) Signatures Obtained: The final draft MOU will be rotated to all parties for signatures by the UCLWDB Executive Director within forty-five (45) days of the release of the revised draft MOU.
The UCLWDB Chair will ensure that the MOU reflects the most recent date as renewals are approved.

15. ADDITIONAL LOCAL PROVISIONS (OPTIONAL) (WIOA Sec. 121(c)(2)(B)) (WIOA Final Rules §678.500(c)) (Tennessee MOU/IFA Instructions Page 8) If additional space is needed, please include an attachment referencing this section.

Partners will actively assist in the achievment of Key Performance Indicator (KPI) targets negotiated between the UCLWDB and TDWLD. Partners are responsible for meeting their individual program targets assigned by the TDLWD and will work with the UCLWDB Performance Team to set and reach periodic goals in furtherance of those targets. Partners will also take reasonable measures to encourage and faciliate target achievement for all partners under the UCLWDB One-Stop network. Partners further agree to consult with the Performance Team on service delivery adjustments based upon performance tracking. As TDLWD funding allotments are based upon LWDA performance attainment, any Partner not meeting TDLWD negotiated performance targets will be required to submit a Corrective Action Plan (CAP) to the Performance Team and UCLWDB Executive Director for meeting future targets.

16. ADDITIONAL PARTNERS (WIOA Sec. 121 (b)(2)) (Tennessee MOU/IFA Instructions Page 8) If additional space is needed, please include an attachment referencing this section.

17. OTHER CONTRIBUTIONS (TEGL 16-16) (Tennessee MOU/IFA Instructions Page 8) If additional space is needed, please include an attachment referencing this section.

- *Describe contributions made to the one-stop system through other avenues, such as donations made by a non-partner entity*
- *Document third party in kind contributions made to supplement the operation of the American Job Center*

18. NON-DISCRIMINATION & EQUAL OPPORTUNITY (WIOA Section 188) (Tennessee MOU/IFA Instructions Page 9) If additional space is needed, please include an attachment referencing this section

- *Describe how all partner staff will comply fully with all non-discrimination requirements*

All parties to this MOU agree that they will comply fully with the non-discrimination and equal opportunity provisions of (1) Workforce Innovation and Opportunity Act Section 188, (2) Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq), (3) Nontraditional Employment for Women Act of 1991, (4) Civil Rights of 1964 Title VI (as amended), (5) Rehabilitation Act of 1973 Section 504 (as amended), (6) Age Discrimination Act of 1967 (as amended),and (7) Education Amendments of 1972 Title IX (as amended). Parties must also adhere to requirements imposed by, or pursuant to, regulations implementing these laws-including but not limited to 29 CFR 37-38.

All partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law. Partners assure that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. All partners will also cooperate with compliance monitoring that is conducted to ensure that all AJC programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level.
In accordance with WIOA Final Rules, the decision as to which entity will be responsible for ensuring accessibility to the One-Stop Service Delivery system is ultimately the LWDB's to make.

19. PRIORITY of SERVICE (TDLWD Veteran Priority of Service Policy) (WIOA Section 134 (c)(3)(E) (Tennessee MOU/IFA Instructions Page 9) If additional space is needed, please include an attachment referencing this section

- *Describe how each partner staff will comply with the priority of service requirements set forth in the Veteran Priority of Service Policy as well as priority of service outlined in WIOA section (c)(3)(E)*

All UCLWDB Partners agree that they will adhere to all statutes, regulations, policies, and plans regarding priority of services including but not limited to priority of services for Veterans and their spouses and priority of services from WIOA Title I Adult Program, as required by 38 U.S.C. sec 4215. WIOA sec 134 (c)(3)(e) regulations. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

The UCLWDB's priority of service policy is posted within the AJCs and on the system's website. Veterans or their eligible spouses are identified at the point of entry into the AJC through the Virtual One-Stop (VOS) Greeter or in registering on Jobs4TN/VOS. Individuals identifying as a veteran or eligible spouse are asked to complete the Military Service Form LB-1118. In accordance with the TDLWD Veteran Priority of Service Policy, any individual self-identifying as a veteran or eligible spouse is provided immediate priority in the delivery of TDLWD-funded employment, training, and placement services, excluding those that require a commitment, such as a classroom training, by the partner staff administering the service.

20. AUTHORITY AND SIGNATURES (WIOA Final Rules §678.500(d)) (Tennessee MOU/IFA Instructions Page 10) If additional space is needed, please include an attachment referencing this section.

- *Include a statement that the individuals signing the MOU have authority to represent and sign on behalf of their program under WIOA*

All individuals signing the MOU have the authority to represent and sign on behalf of their respective program under WIOA. The parties agree that the provisions contained herein are subject to all applicable federal, state, and local laws, regulations and/or guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants and maintenance of data and other confidential information relating to the AJC customers.

All signatories certify the information contained within has been read and all questions have been asked and answered satisfactorily. Additionally, parties agree that signing this document certifies the signatory's understanding of the terms outlined herein and agreement with the MOU, Operating Budget, and Infrastructure Funding Agreement (IFA).

21. ATTACHMENTS (Tennessee MOU/IFA Instructions Page 11)
• **Services Matrix - Attachment II** • **Individual AJC Budget Template – Attachment III** • **Individual AJC Budget Instructions – Attachment IV**

LOCAL WORKFORCE DEVELOPMENT BOARD CHAIR

	Bob Young
Signature	Printed Name
Chairman	
Title	Date
Upper Cumberland Local Workforce Development Board	
Organization	

CHIEF LOCAL ELECTED OFFICIAL

Signature	Printed Name
Title	Date
Organization	

TITLE IB – ADULT, DISLOCATED WORKER, YOUTH

Signature	Printed Name
Title	Date
Organization	

INDIVIDUAL WHO NEGOTIATED THE LOCAL MOU FOR TITLE IB IF DIFFERENT THAN THE SIGNATORY ABOVE

Signature	Printed Name
Title	Date
Organization	

TITLE II – ADULT EDUCATION AND FAMILY LITERACY

Signature	Printed Name
Title	Date
Organization	

INDIVIDUAL WHO NEGOTIATED THE LOCAL MOU FOR TITLE II IF DIFFERENT THAN THE SIGNATORY ABOVE

Signature	Printed Name
Title	Date
Organization	

TITLE III – EMPLOYMENT PROGRAMS UNDER WAGNER-PEYSER

Signature	Printed Name
Title	Date
Organization	

INDIVIDUAL WHO NEGOTIATED THE LOCAL MOU FOR TITLE III – WAGNER-PEYSER IF DIFFERENT THAN THE SIGNATORY ABOVE

Signature	Printed Name
Title	Date
Organization	

TITLE IV – REHABILITATION SERVICES

Signature	Printed Name
Title	Date
Organization	

INDIVIDUAL WHO NEGOTIATED THE LOCAL MOU FOR TITLE IV – REHABILITATION SERVICES IF DIFFERENT THAN THE SIGNATORY ABOVE

Signature	Printed Name
Title	Date
Organization	

POST-SECONDARY CAREER AND TECHNICAL EDUCATION UNDER PERKINS

Signature | Printed Name

Title | Date

Organization

INDIVIDUAL WHO NEGOTIATED THE LOCAL MOU FOR POST-SECONDARY PERKINS IF DIFFERENT THAN THE SIGNATORY ABOVE

Signature | Printed Name

Title | Date

Organization

UNEMPLOYMENT INSURANCE

Signature	Printed Name
Title	Date
Organization	

INDIVIDUAL WHO NEGOTIATED THE LOCAL MOU FOR UNEMPLOYMENT INSURANCE IF DIFFERENT THAN THE SIGNATORY ABOVE

Signature	Printed Name
Title	Date
Organization	

JOB COUNSELING, TRAINING AND PLACEMENT SERVICES FOR VETERANS

Signature	Printed Name
Title	Date
Organization	

INDIVIDUAL WHO NEGOTIATED THE LOCAL MOU FOR VETERANS ACTIVITIES IF DIFFERENT THAN THE SIGNATORY ABOVE

Signature	Printed Name
Title	Date
Organization	

TRADE READJUSTMENT ALLOWANCE (TRA)

Signature	Printed Name
Title	Date
Organization	

INDIVIDUAL WHO NEGOTIATED THE LOCAL MOU FOR TRADE READJUSTMENT ACT IF DIFFERENT THAN THE SIGNATORY ABOVE

Signature	Printed Name
Title	Date
Organization	

TRADE ADJUSTMENT ASSISTANCE (TAA)

Signature	Printed Name
Title	Date
Organization	

INDIVIDUAL WHO NEGOTIATED THE LOCAL MOU FOR TRADE ADJUSTMENT ASSISTANCE IF DIFFERENT THAN THE SIGNATORY ABOVE

Signature	Printed Name
Title	Date
Organization	

MIGRANT AND SEASONAL FARMWORKER PROGRAM

Signature	Printed Name
Title	Date
Organization	

INDIVIDUAL WHO NEGOTIATED THE LOCAL MOU FOR MIGRANT AND SEASONAL FARMWORKER PROGRAM IF DIFFERENT THAN THE SIGNATORY ABOVE

Signature	Printed Name
Title	Date
Organization	

NATIONAL FARMWORKER JOBS PROGRAM

Signature	Printed Name
Title	Date
Organization	

INDIVIDUAL WHO NEGOTIATED THE LOCAL MOU FOR NATIONAL FARMWORKER JOBS PROGRAM IF DIFFERENT THAN THE SIGNATORY ABOVE

Signature	Printed Name
Title	Date
Organization	

COMMUNITY SERVICES BLOCK GRANT (CSBG) PROGRAM

Signature	Printed Name
Title	Date
Organization	

INDIVIDUAL WHO NEGOTIATED THE LOCAL MOU FOR CSBG PROGRAM IF DIFFERENT THAN THE SIGNATORY ABOVE

Signature	Printed Name
Title	Date
Organization	

SENIOR COMMUNITY SERVICES EMPLOYMENT PROGRAM (SCSEP)

Signature	Printed Name
Title	Date
Organization	

INDIVIDUAL WHO NEGOTIATED THE LOCAL MOU FOR SCSEP IF DIFFERENT THAN THE SIGNATORY ABOVE

Signature	Printed Name
Title	Date
Organization	

TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)

Signature	Printed Name
Title	Date
Organization	

INDIVIDUAL WHO NEGOTIATED THE LOCAL MOU FOR TANF IF DIFFERENT THAN THE SIGNATORY ABOVE

Signature	Printed Name
Title	Date
Organization	

SECOND CHANCE PROGRAM

Signature	Printed Name
Title	Date
Organization	

INDIVIDUAL WHO NEGOTIATED THE LOCAL MOU FOR SECOND CHANCE PROGRAM IF DIFFERENT THAN THE SIGNATORY ABOVE

Signature	Printed Name
Title	Date
Organization	

HOUSING AND URBAN DEVELOPMENT EMPLOYMENT AND TRAINING ACTIVITIES

Signature	Printed Name
Title	Date
Organization	

INDIVIDUAL WHO NEGOTIATED THE LOCAL MOU FOR HUD EMPLOYMENT & TRAINING IF DIFFERENT THAN THE SIGNATORY ABOVE

Signature	Printed Name
Title	Date
Organization	

JOB CORPS

Signature	Printed Name
Title	Date
Organization	

INDIVIDUAL WHO NEGOTIATED THE LOCAL MOU FOR JOB CORPS IF DIFFERENT THAN THE SIGNATORY ABOVE

Signature	Printed Name
Title	Date
Organization	

YOUTHBUILD

Signature	Printed Name
Title	Date
Organization	

INDIVIDUAL WHO NEGOTIATED THE LOCAL MOU FOR YOUTHBUILD IF DIFFERENT THAN THE SIGNATORY ABOVE

Signature	Printed Name
Title	Date
Organization	

Perkins/Post-Secondary Career & Technical Education–

Signature	Printed Name
Title	Date
Organization	

INDIVIDUAL WHO NEGOTIATED THE LOCAL MOU FOR Perkins/Post-Secondary Career & Technical Education–IF DIFFERENT THAN THE SIGNATORY ABOVE

Signature	Printed Name
Title	Date
Organization	

OTHER PARTY TO THE MOU:

Signature	Printed Name
Title	Date
Organization	

Attachment II - Career Services Available through the Local Comprehensive One-Stop Center(s)

Basic Career Services											
Required Partners	**Eligibility for Title IB**	**Outreach, intake, orientation**	**Initial Skills Assessment**	**Labor exchange services, including job search and placement assistance**	**Referral and coordination with other programs**	**Workforce and labor market information and statistics**	**Performance and cost information on providers of education, training and workforce services**	**Performance info for the local area as a whole**	**Information on the availability of supportive services**	**Information and meaningful assistance with UI claims**	**Assistance establishing eligibility for financial aid for non-WIOA training and education**
Title I: Adult, Dislocated Worker, Youth	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Title II: Adult Education and Family Literacy		✓	✓	✓	✓	✓	✓	✓	✓		
Title III: Employment Programs under Wagner-Peyser		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Title IV: Rehabilitation Services		✓	✓	✓	✓	✓	✓	✓	✓		✓
Post-secondary Career and Technical Education under Perkins											
Unemployment Insurance		✓	✓	✓	✓	✓	✓	✓	✓		
Job Counseling, Training and Placement Services for Veterans		✓	✓	✓	✓	✓	✓	✓	✓	✓	
Trade Readjustment Allowance (TRA)		✓	✓	✓	✓	✓	✓	✓	✓	✓	
Trade Adjustment Assistance (TAA)		✓	✓	✓	✓	✓	✓	✓	✓	✓	
Migrant and Seasonal Farmworkers											
National Farmworker Jobs Program											
Community Services Block Grant (CSBG)											
Senior Community Services Employment Program (SCSEP)											
TANF	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Second Chance											
Housing and Urban Development Employment and											

BASIC CAREER SERVICES

REQUIRED PARTNERS	Eligibility for Title IB	Outreach, intake, orientation	Initial Skills Assessment	Labor exchange services, including job search and placement assistance	Referral and coordination with other programs	Workforce and labor market information and statistics	Performance and cost information on providers of education, training and workforce services	Performance info for the local area as a whole	Information on the availability of supportive services	Information and meaningful assistance with UI claims	Assistance establishing eligibility for financial aid for non-WIOA training and education
Training Activities	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Job Corps	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
YouthBuild	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Other (specify):	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Other (specify):	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Other (specify):	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

INDIVIDUALIZED AND FOLLOW-UP CAREER SERVICES

REQUIRED PARTNERS	Comprehensive and specialized assessments	Development of an individual employment plan	Group counseling	Individual counseling	Career planning	Short-term pre-vocational services	Internships and work experience	Workforce preparation activities	Financial literacy services	Out-of-area job search assistance	English language acquisition	Follow-up services for participants in adult and dislocated worker programs
Title I: Adult, Dislocated Worker, Youth	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Title II: Adult Education and Family Literacy	✓	✓	☐	✓	✓	☐	✓	✓	✓	✓	✓	✓
Title III: Employment Programs under Wagner-Peyser	✓	✓	✓	✓	✓	✓	☐	✓	✓	✓	☐	☐
Title IV: Rehabilitation Services	✓	✓	✓	✓	✓	✓	✓	✓	☐	✓	☐	☐
Post-secondary Career and Technical Education under Perkins	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Unemployment Insurance	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Job Counseling, Training and Placement Services for Veterans	✓	✓	✓	✓	✓	✓	☐	✓	✓	✓	☐	☐

INDIVIDUALIZED AND FOLLOW-UP CAREER SERVICES												
REQUIRED PARTNERS	**Comprehensive and specialized assessments**	**Development of an individual employment plan**	**Group counseling**	**Individual counseling**	**Career planning**	**Short-term pre-vocational services**	**Internships and work experience**	**Workforce preparation activities**	**Financial literacy services**	**Out-of-area job search assistance**	**English language acquisition**	**Follow-up services for participants in adult and dislocated worker**
Trade Readjustment Allowance (TRA)	✓	✓		✓	✓	✓		✓	✓	✓		
Trade Adjustment Assistance (TAA)	✓	✓		✓	✓	✓		✓	✓	✓		
Migrant and Seasonal Farmworkers												
National Farmworker Jobs Program												
Community Services Block Grant (CSBG)												
Senior Community Services Employment Program (SCSEP)												
TANF		✓	✓	✓	✓	✓		✓	✓		✓	✓
Second Chance												
Housing and Urban Development Employment and Training Activities												
Job Corps												
YouthBuild												
Other (specify):												
Other (specify):												
Other (specify):												

OTHER PROGRAMS AND ACTIVITIES AVAILABLE THROUGH THE LOCAL COMPREHENSIVE ONE-STOP CENTER(S)

REQUIRED PARTNER	OTHER PROGRAMS AND ACTIVITIES PROVIDED
Title I (Adult, Dislocated Worker, Youth)	Justice Involved Transition programs, RESEA, Reconnect
Title II: Adult Education and Family Literacy	ESL
Title III: Employment Programs under Wagner-Peyser	SNAP, RESEA, Employer Hiring Events, Federal Bonding
Title IV: Rehabilitation Services	job readiness and placement, training, pre- & employment services, specialized services, restoration
Post-secondary Career and Technical Education under Perkins	
Unemployment Insurance	Assistance with UI, Jobs4TN
Job Counseling, Training and Placement Services for Veterans	Job Development
Trade Readjustment Allowance (TRA)	
Trade Adjustment Assistance (TAA)	Transportation, Training
Migrant and Seasonal Farmworkers	
National Farmworker Jobs Program	
Community Services Block Grant (CSBG)	
Senior Community Services Employment Program (SCSEP)	
TANF	
Second Chance	
Housing and Urban Development Employment and Training Activities	
Job Corps	
YouthBuild	

SERVICE DELIVERY METHOD THROUGH THE LOCAL COMPREHENSIVE ONE-STOP CENTER(S)

PROGRAM	SERVICES PROVIDED THROUGH *OWN STAFF*	SERVICES PROVIDED THROUGH *CROSS-TRAINED PARTNER STAFF*	SERVICES PROVIDED THROUGH *CONTRACTOR PROVIDER*	SERVICES PROVIDED THROUGH *DIRECT LINKAGE*
Title I (Adult, Dislocated Worker, Youth)	All	Services:	Services: Adult, DW, Youth	Services:
		Partner:	Provider: Career Team	Method:
Title II: Adult Education and Family Literacy	All	Services:	Services: Adult Education	Services:
		Partner:	Provider: Putnam County Schools	Method:
Title III: Employment Programs under Wagner-Peyser	All	Services:	Services:	Services:
		Partner:	Provider:	Method:
Title IV: Rehabilitation Services	All	Services:	Services:	Services:
		Partner:	Provider:	Method:
Post-secondary Career and Technical Education under Perkins		Services:	Services:	Services:
		Partner:	Provider:	Method:
Unemployment Insurance		Services:	Services:	Services:
		Partner:	Provider:	Method:
Job Counseling, Training and Placement Services for Veterans		Services:	Services:	Services:
		Partner:	Provider:	Method:
Trade Readjustment Allowance (TRA)		Services:	Services:	Services:
		Partner:	Provider:	Method:
Trade Adjustment Assistance (TAA)		Services:	Services:	Services:
		Partner:	Provider:	Method:
Migrant and Seasonal Farmworkers		Services:	Services:	Services:
		Partner:	Provider:	Method:
National Farmworker Jobs Program		Services:	Services:	Services:
		Partner:	Provider:	Method:
Community Services Block Grant (CSBG)		Services:	Services:	Services:
		Partner:	Provider:	Method:
Senior Community Services Employment Program (SCSEP)		Services:	Services:	Services: W.E./UCHRA
		Partner:	Provider:	Method: email

PROGRAM	SERVICES PROVIDED THROUGH *OWN STAFF*	SERVICES PROVIDED THROUGH *CROSS-TRAINED PARTNER STAFF*	SERVICES PROVIDED THROUGH *CONTRACTOR PROVIDER*	SERVICES PROVIDED THROUGH *DIRECT LINKAGE*
TANF		Services:	Services:	Services:
		Partner:	Provider:	Method:
Second Chance		Services:	Services:	Services:
		Partner:	Provider:	Method:
Housing and Urban Development Employment and Training Activities		Services:	Services:	Services:
		Partner:	Provider:	Method:
Job Corps		Services:	Services:	Services:
		Partner:	Provider:	Method:
YouthBuild		Services:	Services:	Services:
		Partner:	Provider:	Method:
Other (specify):		Services:	Services:	Services:
		Partner:	Provider:	Method:
Other (specify):		Services:	Services:	Services:
		Partner:	Provider:	Method:
Other (specify):		Services:	Services:	Services:
		Partner:	Provider:	Method:

Entity Name : _____ ***Date:*** ***3/13/2017***

BUDGET INFORMATION

SECTION A - BUDGET SUMMARY

	Overall Budget Total by Cost Category			
	Shared Costs		Non-Shared Costs	
	(1)	(2)	(3)	(4)
Office (Site) Location	Total Infrastructure Costs	Total Additional Costs	Total Direct Costs	Budget Total
1.	$	$	$	$ 0

SECTION B - BUDGET CATEGORIES

	Line Item Costs by Cost Category			
	Shared Costs		Non-Shared Costs	
	(1)	(2)	(3)	
	Infrastructure Costs	Additional Costs	Direct Costs	Total
2. Line Item Categories	$ 0	$ 0	$ 0	$ 0
a. Personnel				0
- Administrative				0
-Program				0
b. Fringe Benefits				0
- Administrative				0
-Program				0
c. Travel				0
d. Equipment				0
e. Supplies				0
f. Contractual				0
g. Other				0
h. Sub-Total (sum of 2a-2g)	0	0	0	0
i. Indirect Charges	0	0	0	0
j. TOTALS (sum of 2h and 2i)	$ 0	$ 0	$ 0	$ 0
k. (Over) / Under	0	0	0	0

SECTION C - BUDGET NARRATIVE

Line Item Instructions for the WIOA One-Stop Operating Budget

Note: Each American Job Center Partner will be required to complete a budget sheet individual budgets for each site they have a presence in. These budgets will be consolidated into a master budget indicative of the One-Stop Operating Budget and Costs (TEGL 17-16).

SECTION A - BUDGET SUMMARY	
Line Item	**Instructions**
Office (Site) Location	**Enter name of the AJC (i.e., AJC Nashville)**
Total Infrastructure Costs	Sum of all line item Infrastructure Cost indicated in Section B-Budget Categories. As provided in TEGL 17-16 Infrastructure costs of AJCs are defined as non-personnel costs that are necessary for the general operation of the one-stop center, including: rental of the facilities; utilities and maintenance; equipment (including assessment-related and assistive technology for individuals with disabilities); and technology to facilitate access to the one- stop center, including technology used for the center's planning and outreach activities (WIOA sec. 121(h)(4), 20 CFR 678.700(a), 34 CFR 361.700(a), and 34 CFR 463.700(a)). This list is not exhaustive.
Total Additional Costs	Sum of all line item Additional Cost indicated in Section B-Budget Categories. As provided in TEGL 17-16 One-stop partners must share in additional costs, which must include applicable career services, and may include shared operating costs and shared services that are necessary for the general operation of the one-stop center. *Career Services*. One-stop partners must ensure that at least some career services, described in WIOA sec. 134(c)(2), are provided at the one-stop center. Shared Operating Costs and Shared Services. One-stop partners also may share other costs that support the operations of the one-stop centers, as well as the costs of shared services. The costs of shared services may include initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, referrals to other one- stop partners, and business services (WIOA sec. 121(i)(2), 20 CFR 678.760, 34 CFR 361.760, and 34 CFR 463.760).
Total Direct Costs	Sum of all line item Direct Cost indicated in Section B-Budget Categories. Direct Costs are attributable to a single grant program or partner (i.e., WIOA staff providing ITA assistance only). These are non-shared costs.
SECTION B - BUDGET CATEGORIES	
Line Item	**Instructions**
a. Personnel	This amount will be the combined total of Administrative and Program wages. As infrastructure costs are non-personnel costs. This line item for infrastructure should be blank.
- Administrative	Enter the amount of wages for Administrative staff only
- Program	Enter the amount of wages of Program staff only
b. Fringe Benefits	This amount will be the combined total of Administrative and Program fringe benefits. As infrastructure costs are non-personnel costs, This line item for infrastructure should be blank.
- Administrative	Enter the amount of Fringe benefits for Administrative staff only
- Program	Enter the amount of Fringe benefits for Program staff only
c. Travel	Enter the amount for staff related travel.
d. Equipment	Enter the amount of funds expended on equipment. Expenditures must meet the prescribed threshold outlined in 2 CFR 200.33
e. Supplies	Enter the amount of funds expended on supplies. Expenditures must met the prescribed threshold outlined in 2 CFR 200.94
f. Contractual	Enter the amount of contractual obligations. For example One-Stop Operator costs would be an Additional Costs contractual item.
g. Other	Subrecipients are required to submit supporting documentation detailing the amount reflected here as Other Costs.
h. Sub-Total	This amount is the total of line items a. through g.
i. Indirect Charges	Provide Indirect Costs. Indirect costs are attributable to an organization or entity and would not be reflected as shared costs, nor would they be allocated.
j. TOTALS	Amount reflects the total line item costs by cost category
SECTION C - BUDGET NARRATIVE	
Budget Narrative	Provide brief narrative in support of the One-Stop Operating budget

PUTNAM COUNTY SCHOOL SYSTEM
ENGAGE INSPIRE ACHIEVE

Reid, Sharon <reids2@pcsstn.com>

November 2023 Board Meeting Agenda Item

2 messages

Breeden, Lynda <breedenl1@pcsstn.com> Mon, Oct 16, 2023 at 11:39 AM
To: Sharon Reid <reids2@pcsstn.com>

Sharon,

Please see the attached Board Agenda item for the November 2023 Board meeting. I have separated the signature page for Mrs. Cravens to sign after approval. Let me know if you have any questions.

--
Lynda Huddleston
Upper Cumberland Adult Education Coordinator
Putnam County Schools
Office location:
620 South Jefferson Avenue Suite 202
(Co-located with American Job Center)
Cookeville, TN 38501
931-520-6020
FAX 931-537-2516

4 attachments

MOU:IFA Request November 2023 Board Agenda.pdf
734K

Signature Page Nov. 2023.pdf
526K

MOU 2023 Amended 2023-09-12.pdf
600K

LWUC_PY2023 IFA_mod_2023-09-19 (1).xlsx
124K

Reid, Sharon <reids2@pcsstn.com> Mon, Oct 16, 2023 at 11:56 AM
To: "Breeden, Lynda" <breedenl1@pcsstn.com>

Received will do.
[Quoted text hidden]
--
Sharon Reid
Ex. Admin. Asst.
Putnam County Schools
931-525-4701
reids2@pcsstn.com

EXHIBIT
tabbies VI F. 12.
11-02-23

Putnam County Board of Education
Agenda Request

Name of Person Making Request: Judy Schinbeckler

Department: Educator Support

Phone Number of Person Making Request: 931-526-9777 ext 1446

Account Funding Code (if appropriate)

___X___Backup included

_____Backup to follow

Consider approval of the following for the November 2, 2023 BOE meeting:

Renewal (year # 4) of the Student Teacher Partnership Agreement between University of Tennessee at Martin and the Putnam County School System effective 7/1/23 - 6/30/24 with the option to request renewal for an additional one year.

Judy Schinbeckler 10-3-23

Signature of Person Making Request Date

Signature of Director of Schools Date

received
10/16/23 BK

EXHIBIT
tabbies
IV F.12
11-04-21

Putnam County Board of Education
Agenda Request

BOE approved

Name of Person Making Request: Dr. Sharon Griggs

Department: Teaching and Learning

Phone Number of Person Making Request: 931-526-9777 Ext.1425

Account Funding Code (if appropriate)

___X___Backup included

_____Backup to follow

Consider approval of the following for the November 4, 2021 BOE Meeting:

- Renewal (year #2) of the Student Teaching Partnership Agreement between the University of Tennessee at Martin and the Putnam County School System effective 7-1-2021/6-30-2022 with the option to request renewal for an additional three years.

Sharon Griggs 11/2/21

Signature of Person Making Request Date

Signature of Director of Schools Date

received
11-02-21

EXHIBIT tabbies IV F.14 04-01-21

BOE approved AReid

Putnam County Board of Education Agenda Request

Name of Person Making Request: Dr. Sharon Griggs

Department: Teaching and Learning

Phone Number of Person Making Request: (931) 526-9777

Account Funding Code (if appropriate)

___X___Backup included

_____Backup to follow

Consider approval of the following for the April 1, 2021 BOE meeting:

Student Teaching Partnership Agreement between The University of Tennessee at Martin and Putnam County School System effective 7-1-2020/6-30-2021 with the option to request renewal for an additional four years.

Sharon Griggs 3/8/21

Signature of Person Making Request Date

Signature of Director of Schools Date

received 03-08-21 SL

TN Department of Education

Educator Preparation Provider/ Local Education Agency State-Recognized Partnership Agreement

Educator Preparation Provider (EPP)	The University of Tennessee at Martin

Local Education Agency (LEA)	Putnam County

Term of Agreement	February 1 – August 1, 2021

EPP Contact/Designee	
Name: Donna Neblett	**Title: Director**
Email Address: dneblet1@utm.edu	**Phone Number: 731-881-7686**

LEA Contact/Designee	
Name: Corby King Dr. Sharon Griggs, Supervisor	**Title: Director of Schools**
Email Address: kingc11@pcsstn.com griggss1@pcsstn.com	**Phone Number: 931-526-9777** ext 1425

Other Key Staff	
Name: Staci Fuqua **Title: Coordinator of Field Placements**	**Name:** **Title**
Name: **Title**	**Name:** **Title:**

Certification (signatures verify partnership)		
EPP Head Administrator	**Name:** **Title:** **Signature:**	**Date:**
LEA Director of Schools	**Name:** Corby King **Title:** Director of Schools **Signature:**	**Date:** 3/8/21

Lynn McHenry
Board Chair

4/4/21
LG McH

TN Department of Education

Educator Preparation Provider/ Local Education Agency State-Recognized Partnership Agreement

Prompt 1: Identify the collaboratively-developed **recruitment and selection strategies and goals. (500 words)**

The University of Tennessee at Martin-Educator Preparation Program (EPP) values the collaborative efforts shared with district partners to ensure continuous program improvement among candidates from program entry through program completion. *The term candidates is inclusive of teacher and Instructional Leadership (ILL) students.*

The following recruitment and selection strategies and goals have been developed to:

A.) Increase EPP enrollment and produce "classroom ready" teachers in all content areas, including high need areas and racially diverse candidates. The EPP in partnership with LEA's will:

- Host a P-12 recruitment "Career Fair" annually-targets 175+ candidates and 30+ districts
- Co-Host the "College Connection Day" for regional high school juniors each fall
- Participate in UT Martin's "Academic Test Flight" held each February for regional high school junior and seniors affording them the opportunity to explore the EPP program and meet with EPP faculty.
- Collaborate with "Teaching as a Profession" organizations within high schools (more detail needed) The EPP will provide guest speakers regarding the teaching profession as requested, as well as, schedule campus visits for students in the Teaching as a Profession class to attend EPP classes.
- Collaborate to identify potential minority candidates that meet the criteria for the "Call Me Mister" program which provides financial assistance and mentors for all accepted candidates.
- Participate in monthly Northwest TN Supervisor's Study Council and Director's meetings to remain apprised of regional district needs.
- Facilitate EPP Advisory Committee and Educational Leadership Advisory Council meetings each term to discuss district needs, curriculum considerations, clinical experience requirements, program performance data, and possible revisions to partnership agreements. Both groups consist of LEA administrators and teachers throughout the Northwest and Southwest CORE region, community leaders, university faculty, and EPP staff.

B.) Faculty engagement with P-12 partners include:

- EPP faculty participate in P-12 professional development opportunities at least once a year to remain current in classroom strategies and to stay up to date on state initiatives which need to be incorporated in the teacher prep program curriculum.
- EPP faculty and LEA personnel partner to conduct EPP interviews each term to vet candidates for admission through a professional interview process.
- EPP faculty collaborate with P-12 classroom teachers and invite them to speak in methods classes to share and model current best practice, teacher expectations, and stress the importance of professionalism in the field of education.

C.) Additional recruitment and selection efforts between the EPP and district partners include:

- EPP maintains a social media presence on Facebook, Twitter, and Instagram.
- EPP provides a list of completers by content area to all districts each term to assist in prospective job opportunities.
- EPP secures 150+ candidate placements per year within 35+ districts for student teaching and internships providing a pool of competent prospects.
- EPP provides support and a plan of study to 120+ job-embedded candidates to Northwest and Southwest CORE districts to aid in the support of high need endorsement areas.
- EPP posts advertisements for positions on the EPP webpage and contacts recent completers each term regarding position possibilities in various content areas.

TN Department of Education

Educator Preparation Provider/ Local Education Agency State-Recognized Partnership Agreement

Prompt 2: Identify how entities will collaborate to **select, prepare, evaluate, support, and retain high-quality clinical educators**, both provider and school-based, who demonstrate a positive impact on candidates' development and pre-K-12 learning and development. **(500 words)**

The UT Martin EPP collaborates with P-12 partners during the field placement process to select, prepare, evaluate, support, and retain high-quality clinical educators in both provider and school-based settings, to ensure a positive impact on the candidates' pre-K-12 learning and development. This is achieved by continuous review and refinement of clinical experience protocols.

The collaboration to determine the best process for selecting high quality clinical educators includes:

- EPP Placement Coordinator organizes and submits requests to partnering districts. The P-12 partner reviews the autobiographical data form for the candidate and assigns a clinical mentor based on state policy.
- EPP Placement Coordinator outlines the minimum requirements for the P-12 partner's selection of a clinical mentor as follows:
    - For Field Experience teacher candidates, the mentor
        - Must have completed at least one year in their current position
        - Must be certified in the content area they are teaching
        - Must be willing to effectively train and mentor candidate
    - For Residency I and II teacher candidates, the mentor
        - Must have at least three years full-time teaching experience.
        - Must hold appropriate certification (licensure).
        - Must have evaluation demonstrating that they are highly competent (Level 4 or 5) teacher through either local assessment and/or state evaluation procedures.
        - Must be willing to assume the roles expected of a mentor (i.e., professional mentor, advocate, coach, and critic).
        - Must possess the ability to work as a team member and facilitate learning experiences including pedagogical instruction.
- Clinical Mentor Support and Retention
    - EPP provides a "Cooperating Teacher" packet outlining all expectations of mentor and candidate prior to the first day of placement.
    - EPP Field Placement Coordinator provides an online training for all mentors to clarify expectations of the mentor and student during placement.
    - EPP provides a "Cooperating Teacher Stipend" of $200 per placement for success of mentoring responsibilities.
    - Candidates and University Supervisor's evaluate clinical mentors via LiveText at the end of each placement.
    - EPP uses evaluation data to determine future mentor opportunities to host a candidate.
    - EPP Field Experience Coordinator hosts a "Debrief Meeting" at the end of each term to collaborate with clinical mentors and administrators to discuss strengths and weaknesses of candidates and program requirements in an effort to insure continuous program improvement.
- EPP collaborates with P-12 partners for recommendations of former P-12 administrators and/or teachers to serve in a University Supervisor role.
    - EPP faculty supervise ILL and School Counseling candidates each term.
    - EPP faculty and University adjuncts supervise teacher candidates each term.
- Higher education faculty who serve as university supervisors for candidates will meet the following criteria and requirements for selection:
    - Current resume and application
    - Interview with Field Placement Coordinator
    - TEAM evaluation experience, TEAM certified preferred
    - Evaluation as a highly competent role model for teachers.
    - Appropriate professional teaching experience for grade levels supervised; P-12 experience preferred.
    - Ability to demonstrate effective teaching strategies and methods.
    - Participate in University Supervisor training each term
    - Participate in required trainings for professional development
    - Willingness to assume the roles expected of a mentor (i.e., confidant, advocate, coach, and critic).
    - Willingness to stay current with the latest research and best practice in teaching and learning.
    - Ability to work as a team member and facilitate professional learning experiences including pedagogical instruction.
- University Supervisor Observations and Feedback:
    - Candidates and Clinical Mentors evaluate University Supervisors via LiveText at the end of each placement.
    - EPP Field Experience Coordinator holds a "Debrief Meeting" at the end of each term with University Supervisors to share evaluation data of candidates and university supervisors to discuss strengths and weaknesses in an effort to ensure continuous program improvement.

TN Department of Education

Educator Preparation Provider/Local Education Agency State Recognized Partnership Agreement

Educator Preparation Provider (EPP)	The University of Tennessee at Martin
Local Education Agency (LEA)	Putnam County School System
Academic Year of Agreement	2023-2024

EPP Contact/Designee	
Name: Stanton Watson	**Title: Coordinator of Training and Partnerships**
Email: swatso27@utm.edu	**Phone Number: 731-881-7137**

LEA Contact/Designee	
Name: Judy Schinbeckler	**Title:** Educator Support Supervisor
Email: schinbecklej@pcsstn.com	**Phone Number:** 931-526-9777

Certification (signatures verify partnership)	
EPP Head Administrator: Staci Fuqua	**Title: EPP Director**
Signature:	**Date:**

LEA Head Administrator: Mr. Corby King	**Title:** Director of Schools
Signature:	**Date:**

Prompt 1	Describe the strategies and actions in place to co-select clinical educators and collaborate to prepare, evaluate, and support high-quality clinical educators, both provider and school-based, who demonstrate a positive impact on candidates' development and pre-k-12 students. *NOTE: Responses should not exceed one page per prompt.*

The UT Martin EPP collaborates with P-12 partners during the field placement process to co-select, prepare, evaluate, and support high-quality clinical educators in both provider and school-based settings, to ensure a positive impact on the candidates' pre-K-12 learning and development. This is achieved by continuous review and refinement of clinical experience protocols.

The UT Martin EPP and its P-12 partners commit to meeting biannually to revisit and evaluate these collaboratively developed processes based on shared data and observations and to review the effectiveness of collaborative partnership activities.

The collaboration to determine the best process for selecting high-quality clinical educators includes:

- The EPP Placement Coordinator organizes and submits requests to partnering districts. The P-12 partner reviews the autobiographical data form for the candidate and assigns a clinical mentor based on state policy.
- The EPP Placement Coordinator outlines the minimum requirements for the P-12 partners' selection of clinical mentors as follows:
    - For Field Experience teacher candidates, the mentor
        - Must have completed at least one year in their current position,
        - Must be certified in the content area they are teaching, and
        - Must be willing to effectively train and mentor the candidate.
    - For Residency I and II teacher candidates, the mentor
        - Must have at least three years of full-time teaching experience,
        - Must hold appropriate teaching certification (licensure),
        - Must have evaluation data demonstrating they are a highly effective (Level 4 or 5) teacher through local assessment and/or state evaluation procedures,
        - Must be willing to assume the roles expected of a mentor (i.e., professional mentor, advocate, coach, and critic), and
        - Must possess the ability to work as a team member and facilitate learning experiences, including pedagogical instruction.
- The UT Martin EPP and its P-12 partners will work to develop a process that allows teachers within each district to indicate interest in serving as a clinical mentor. This process will allow teachers to self-report their qualifications for serving as a CM, why they want to serve, and what characteristics they possess that would make them quality mentors. Applicants would secure recommendations from their principals as part of the process. This would provide a pool of willing prospective CMs for future placements, including new teachers who do not yet have the years of experience but would be interested in serving as a CM later in their careers.
- Clinical Mentor Support and Retention
    - The UT Martin EPP provides a "Cooperating Teacher" packet outlining all expectations of mentor and candidate prior to the first day of the placement.
    - The EPP Field Placement Coordinator provides an online training for all mentors to clarify expectations of the mentor and student during the placement.
    - The EPP Field Placement Coordinator prepares and provides an asynchronous online learning module via the Canvas LMS to help familiarize with the expectations and resources necessary for effective mentorship.
    - The EPP provides a "Cooperating Teacher" stipend of $200 per placement during Residency II for success of mentoring responsibilities and completion of the asynchronous online learning module.
    - Candidates and University Supervisors evaluate clinical mentors via Student Learning & Licensure at the end of each placement.
    - The EPP uses evaluation data to determine future mentor opportunities to host a candidate and to offer mentorship remediation training or counseling where necessary.
    - The EPP Field Experience Coordinator hosts a "Debrief Meeting" at the end of each term to collaborate with clinical mentors and administrators to discuss strengths and weaknesses of candidates and program requirements in an effort to ensure continuous program improvement.
- The UT Martin EPP collaborates with P-12 partners for recommendations of former P-12 administrators and/or teachers to serve in a University Supervisor role.
    - EPP faculty supervise ILL and School Counseling candidates each term.
    - EPP faculty and university adjuncts supervise teacher candidates each term.
- Higher education faculty who serve as University Supervisors for candidates will meet the following criteria and requirements for selection:
    - Current resume and application,
    - Interview with Field Placement Coordinator,
    - TEAM evaluation experience—TEAM Evaluator Certification required,
    - Evaluation as a highly competent role model for teachers,
    - Appropriate professional teaching experience for grade levels supervised; P-12 experience preferred,
    - Ability to demonstrate effective teaching strategies and methods,
    - Participate in University Supervisor training each term,
    - Participate in required trainings for professional development,
    - Willingness to assume the roles expected of a mentor (i.e., confidant, advocate, coach, and critic),
    - Willingness to stay current with the latest research and best practices in teaching and learning, and
    - Ability to work as a team member and facilitate professional learning experiences, including pedagogical instruction.
- University Supervisor Observations and Feedback:
    - Candidates and Clinical Mentors evaluate University Supervisors via Student Learning & Licensure at the end of each placement.
    - The EPP Field Experience Coordinator holds a "Debrief Meeting" at the end of each term with University Supervisors to share evaluation data of candidates and university supervisors to discuss strengths and weaknesses in an effort to ensure continuous program improvement.

Strategies that the UT Martin EPP employs to retain clinical educators and university supervisors are compensation and training. The UT Martin EPP provides stipends to CMs and USs for their work. The EPP provides training centered around procedures and materials based on pedagogical best practices to CMs and USs to enhance impact and retention. The EPP and its P-12 partners will continue to collaborate on methods for incentivizing teacher participation as CMs.

	Describe the design and implementation of clinical experiences, utilizing various modalities, of sufficient depth, breadth, diversity, coherence, and duration to ensure candidates demonstrate their

Prompt 2	developing effectiveness and positive impact on pre-k-12 students (For instructional leader programs, ensure how clinical experiences allow opportunities for candidates to practice applications of content knowledge and skills.). *NOTE: Responses should not exceed one page per prompt.*

In past collaboration between the UT Martin EPP and its P-12 partners, all parties agreed that UT Martin candidates needed more robust clinical experiences in addition to the student teaching experience. The concept of the Residency I and II model was initially discussed during a regional Northwest Tennessee CORE office meeting of instructional supervisors. This initiative is regarded as a success.

In Residency I (RI), candidates now begin clinical experience when P-12 schools start as part of the "First Days of School" experience, not when college courses start, increasing the duration, the depth, and the breadth of the clinical experience. This experience enables candidates to experience important factors of the teaching profession that they would not have otherwise observed or encountered, including communicating course expectations, establishing effective classroom management systems, participating in emergency preparedness activities, classroom- and school-level organizational concerns, and setting up parental contact methods. Clinical observation time has also increased as a result of the creation of the RI component. As part of the RI component, candidates see their teaching responsibilities gradually increased from pure observation to teaching multiple sections. This method allows them to gain valuable teaching experience and familiarity with their students prior to RII. P-12 partners have reported that this joint initiative had made a positive impact on overall student success.

In Residency II (RII), otherwise referred to as the "traditional" student teaching experience, students complete clinical experiences in two placements. In Placement I of RII, students continue the work they began in RI by returning to the same classroom and completing nine weeks of active student teaching with that same group of students. Candidates are now able to witness and participate in establishing routines, procedures, rules, etc. from Day 1 of the school year. They can see how those components translate across the course of the year into the second semester. Candidates have stated that this experience is extremely valuable to their preparation to understand the school year in its entirety. During the RII field experience, candidates are to assume the complete role of the daily classroom teacher to ensure exposure to the depth, breadth, and diversity of the teaching profession. Under the supervision and mentorship of clinical mentors and university supervisors, candidates gain daily experience in lesson planning, establishing welcoming and appropriate learning environments, and delivering effective classroom instruction to the degree of the criteria outlined in the TEAM Educator Rubric. These expectations, responsibilities, and experiences ensure candidates have the opportunity to make application of pedagogical content knowledge, develop their instructional effectiveness, and demonstrate a positive impact on pre-K-12 students.

In RII, candidates remain in Placement 1 for nine weeks; immediately after Placement 1 ends, Placement 2 begins and continues for seven weeks. Because candidates complete two placements during Residency II, they can experience greater variety and diversity in their placement settings such as grade level, diverse content in elementary school, and racial and social diversity. P-12 partners understand our candidates' needs and assists us along with other LEAs to ensure this variety. Every effort is made to place students in two diverse placements; diversity may be based on the following criteria: special or regular education, socio-economic status, diversity of administration or cooperating teachers, diversity of academic grades, race, gender, and ethnicity. P-12 clinical mentors commit to modeling the use of instructional practices to meet the diverse needs of today's learners and coaching the candidates on making application of those practices in their own instruction.

The UT Martin EPP and its P-12 partners commit to continuous collaboration with P-12 partner districts and advisory boards to develop a responsive EPP curriculum and effective clinical experiences. The EPP and its P-12 partners will share relevant teacher and student data to highlight areas of needs and strengths in EPP candidates' preparation (classroom management, assessment, pedagogical content knowledge, trauma-informed practices, etc.). The EPP will make necessary adjustments to its curriculum and preparation activities based on collaboration with P-12 partners and shared data.

P-12 partners commit to providing the UT Martin EPP with access to current HQIM, classroom curricula, and online resources to ensure the classroom preparedness of EPP candidates. The UT Martin EPP will use these materials to teach and prepare candidates for current practices and expectations of the curricula being used in partner districts. In response to growing efforts to implement sounds-first foundational skills instruction and a renewed emphasis on disciplinary literacy across the state, UTM EPP faculty and staff are working to prepare candidates for the expectations of current curricular content and materials. P-12 partners will maintain close communication and collaboration to inform EPP faculty of necessary knowledge and skills, as well as training and licensure expectations, required of EPP teacher candidates. The EPP has also integrated the Tennessee Early Literacy Assessment and the Early and Secondary Literacy trainings into coursework so students pursuing relevant endorsement areas will meet licensure requirements.

P-12 partners commit to providing the UT Martin EPP with UT Martin completer demographic information and effectiveness data. P-12 partners will assist UT Martin in identifying UT Martin EPP graduates employed as teachers in their school districts for the purposes of performance tracking and support. The EPP will provide ongoing support to completers in the first three years of their professional careers in P-12 partner districts. Additionally, the EPP will make use of shared completer data to continue to modify and enhance candidates' pre-service preparation.

The UT Martin EPP and its P-12 partners commit to collaborating on clinical and curricular experiences to more intentionally incorporate technology into the candidates' practices for teaching and learning. This will include experiences for candidates to practice delivering instruction through multiple modalities, including classroom technology, hybrid instruction, online learning through Zoom, and asynchronous online learning.

The UT Martin EPP and its P-12 partners commit to collaborating on opportunities for candidates to meaningfully engage with students' families and the districts' surrounding communities. Candidates will have access to experiences that demonstrate how to successfully communicate and engage with parents, families, and community partners in support of student learning and success.

EXHIBIT
tabbies
VI F.13
11-02-23

PCSS Board Agenda Request

Date: October 5, 2023

Department: Maintenance

Person Submitting: John Magura

Account Number (If appropriate)

Check one:

✓ Backup include

_____ Backup to follow

Statement to be included in the Board Agenda Packet:

Consider the approval to enter into a contract with Maffett Loftis Engineering, LLC, Cookeville, TN for the design/bid documents required to bid the replacement of 1 of the 2 chillers at Cookeville High School for a lump sum of $20,900.00 to be paid for from 141-72620-799-02522

received
10-16-23

Maffett Loftis Engineering, LLC
1 South Jefferson Avenue, Suite 101
Cookeville, TN 38501
Tel: (931) 526-5143
www.maffett-loftis.com

October 5th, 2023

John Magura, Maintenance Supervisor
Putnam County Schools
1400 East Spring Street
Cookeville, Tennessee 38506

Re: Cookeville High School Chiller Replacement
Cookeville, Tennessee

Dear John,

Thank you for the opportunity to provide the following Mechanical and Electrical Design Services proposal for the above referenced project.

The following represents my understanding of the project work scope:

1) Replacement and Upgrade of the HVAC Chiller at the Cookeville High School consisting of:
   a. Removal of one of the existing Water-Cooled Chillers
   b. Installation of one Water-Cooled Chiller of equal capacity
2) Re-configure chilled water piping.
3) Reuse Electrical Feeders to new chiller as practical
4) This proposal is based on the following assumptions:
   a. No asbestos materials are involved in the work.
   b. The existing pumps are in serviceable condition and can be balanced to original specifications.
   c. The existing fan coil units, piping, valving, and controls are outside the scope of this project.
5) The Construction Budget for the project is in the range of $525,000.

The designs are estimated to be presented in the following plans:

1) Bid Documents / Specifications Manual
   a. Instructions to Bidders
   b. Bid Form
   c. Construction Contract and Contract Specifications (AIA Format)
   d. Technical Specifications

Project Manager:	$195.00	Drafting:	$ 95.00
Engineer:	$150.00	Clerical:	$ 75.00

The Client and Designer (hereafter Parties) shall indemnify and hold each other, their employees, agents, and representatives harmless from all liability, cost, expenses, including attorney's fees, from and against any and all claims, judgments, loss or damage on account of injuries, disease, or death to any person, or damage to property arising directly or indirectly out of or in connection with the negligent, acts, errors or omissions, or the failure to comply with the professional standard of care by the Parties.

Designer's liability including indemnification, however caused, is limited to the total amount of fees received.

This proposal is based on continuous project workflow. Additional fees will be charged for work stoppages exceeding 30 days. Additional restart fee shall be calculated at 10% of the fee billed at the time of the work stoppage.

If there is anything in this proposal that does not adequately represent the Project or the Designer's services, please let it be known and adjustments can be made.

If the Client agrees with this proposal and wishes for the Designer to proceed with the work scope, please email a signed copy of the proposal to the Designer.

We appreciate the opportunity and are looking forward to working with you.

Regards,

Justin Newell, PE
Maffett Loftis Engineering, LLC

Approved:

Authorized Representative for Client	Print Name	Date

Executed by:

Authorized Signature for Maffett Loftis Engineering, LLC	Print Name	Date

EXHIBIT
tabbies VI F.14
11-02-23

PCSS Board Agenda Request

Date: October 5, 2023

Department: Maintenance

Person Submitting: John Magura

Account Number (If appropriate)

Check one:

__✓__Backup include

_____Backup to follow

Statement to be included in the Board Agenda Packet:

Consider the approval to enter into a contract with Maffett Loftis Engineering, LLC, Cookeville, TN for the design/bid documents required to bid the replacement of the chiller at White Plains Academy for a lump sum of $15,200.00 to be paid for from 141-72620-799-02523

received
10-16-23

Maffett Loftis Engineering, LLC
1 South Jefferson Avenue, Suite 101
Cookeville, TN 38501
Tel: (931) 526-5143
www.maffett-loftis.com

October 5th, 2023

John Magura, Maintenance Supervisor
Putnam County Schools
1400 East Spring Street
Cookeville, Tennessee 38506

Re: White Plains Academy Chiller Replacement
Algood, Tennessee

Dear John,

Thank you for the opportunity to provide the following Mechanical and Electrical Design Services proposal for the above referenced project.

The following represents my understanding of the project work scope:

1) Replacement and Upgrade of the HVAC Chiller System at White Plains Academy consisting of:
   a. Removal of existing Air-Cooled Chiller
   b. Installation of one Air-Cooled Chiller of equal capacity
2) Re-configure chilled water piping.
3) Upgrade Electrical Feeders to new chiller as required
4) This proposal is based on the following assumptions:
   a. No asbestos materials are involved in the work.
   b. The existing pumps are in serviceable condition and can be balanced to original specifications.
   c. The existing fan coil units, piping, valuing, and controls are outside the scope of this project.
5) The Construction Budget for the project is in the range of $300,000.

The designs are estimated to be presented in the following plans:

1) Bid Documents / Specifications Manual
   a. Instructions to Bidders
   b. Bid Form
   c. Construction Contract and Contract Specifications (AIA Format)
   d. Technical Specifications

Hourly rates, listed below, for in office work shall apply to requested efforts beyond the scope outlined in the Project.

Principle Engineer:	$225.00	Designer:	$110.00
Project Manager:	$195.00	Drafting:	$ 95.00
Engineer:	$150.00	Clerical:	$ 75.00

The Client and Designer (hereafter Parties) shall indemnify and hold each other, their employees, agents, and representatives harmless from all liability, cost, expenses, including attorney's fees, from and against any and all claims, judgments, loss or damage on account of injuries, disease, or death to any person, or damage to property arising directly or indirectly out of or in connection with the negligent, acts, errors or omissions, or the failure to comply with the professional standard of care by the Parties.

Designer's liability including indemnification, however caused, is limited to the total amount of fees received.

This proposal is based on continuous project workflow. Additional fees will be charged for work stoppages exceeding 30 days. Additional restart fee shall be calculated at 10% of the fee billed at the time of the work stoppage.

If there is anything in this proposal that does not adequately represent the Project or the Designer's services, please let it be known and adjustments can be made.

If the Client agrees with this proposal and wishes for the Designer to proceed with the work scope, please email a signed copy of the proposal to the Designer.

We appreciate the opportunity and are looking forward to working with you.

Regards,

Justin Newell, PE
Maffett Loftis Engineering, LLC

Approved:

Authorized Representative for Client	Print Name	Date

Executed by:

Authorized Signature for Maffett Loftis Engineering, LLC	Print Name	Date

EXHIBIT
tabbies
VI F.15
11-02-23

Putnam County Board of Education Agenda Requests
(See attached calendar for deadlines)

Date_____ 11/2/23

Department Finance

Person Submitting Mark McReynolds

Account Number (if appropriate)

Check one:

____X_____Backup included

_____Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval of the Quarterly Reports for quarter ending 9/30/23 for the following funds:

141 General Purpose Schools
142 Federal Projects
143 Central Cafeteria
146 Extended School Program

received
10-23-23

EXHIBIT VI F.15. 11-02-23

PUTNAM COUNTY BOARD OF EDUCATION
FUND 141 - GENERAL PURPOSE SCHOOL FUND
BUDGET TO ACTUAL QUARTERLY REPORT AS OF SEPTEMBER 2023

		2023-2024 Budget	Actual Jul-Sept 2023	Actual Oct-Dec 2023	Actual Jan-Mar 2024	Actual Apr-Jun 2024	Total Year to Date
Revenues:							
40000	Local Revenue	37,500,914	3,108,711	-	-	-	3,108,711
41000	Licenses and Permits	6,000	1,435	-	-	-	1,435
43000	Charges for Current Services	289,000	51,851	-	-	-	51,851
44000	Other Local Revenue	23,800	25,066	-	-	-	25,066
46000	State of Tennessee	77,379,151	15,239,402	-	-	-	15,239,402
47000	Federal Thru State	873,232	(257,844)	-	-	-	(257,844)
48000	Donations/Other	14,500	48,704	-	-	-	48,704
49000	Other Sources	1,018,000	145,241	-	-	-	145,241
	TOTAL	117,104,597	18,362,565	-	-	-	18,362,565
Encumbrances / Expenditures:							
71100	Regular Education	54,154,035	10,968,952	-	-	-	10,968,952
71150	Alternative Education	939,627	167,745	-	-	-	167,745
71200	Special Education	12,006,977	2,053,931	-	-	-	2,053,931
71300	Vocational Education	2,340,414	723,615	-	-	-	723,615
71600	Adult Education	777,929	98,477	-	-	-	98,477
72110	Attendance	391,423	179,162	-	-	-	179,162
72120	Health Services	1,710,356	291,224	-	-	-	291,224
72130	Other Student Services	3,518,632	581,894	-	-	-	581,894
72210	Regular Ed. Support	3,812,488	757,393	-	-	-	757,393
72215	Alternative Ed. Support	162,934	27,576	-	-	-	27,576
72220	Special Ed. Support	2,052,225	416,739	-	-	-	416,739
72230	Vocational Ed. Support	136,624	38,439	-	-	-	38,439
72250	Technology	1,914,398	323,864	-	-	-	323,864
72260	Adult Ed. Support	180,516	43,557	-	-	-	43,557
72310	Board of Education	2,104,203	861,352	-	-	-	861,352
72320	Office of the Director	182,590	42,672	-	-	-	42,672
72410	Office of Principal	7,957,375	1,487,342	-	-	-	1,487,342
72510	Fiscal Services	1,140,991	351,875	-	-	-	351,875
72520	Human Services/Personnel	305,905	85,806	-	-	-	85,806
72610	Operation of Plant	9,190,666	2,187,260	-	-	-	2,187,260
72620	Maintenance of Plant	4,902,596	819,943	-	-	-	819,943
72710	Transportation	5,112,731	1,026,276	-	-	-	1,026,276
73100	Food Services	561,592	139,633	-	-	-	139,633
73300	Community Services	794,089	73,765	-	-	-	73,765
73400	Early Childhood Education	2,059,594	398,315	-	-	-	398,315
76100	Regular Capital Outlay	-	17,629	-	-	-	17,629
99100	Operating Transfers	-	28,589	-	-	-	28,589
	TOTAL	118,410,910	24,193,024	-	-	-	24,193,024

received 10/27/23

PUTNAM COUNTY BOARD OF EDUCATION
FUND 142 - SCHOOL FEDERAL PROJECTS FUND
BUDGET TO ACTUAL QUARTERLY REPORT AS OF SEPTEMBER 2023

		2023-2024 Budget	Actual Jul-Sept 2023	Actual Oct-Dec 2023	Actual Jan-Mar 2024	Actual Apr-Jun 2024	Total Year to Date
Revenues:							
46000	State of Tennessee	-	-	-	-	-	-
47000	Federal Thru State	17,379,623	4,240,459	-	-	-	4,240,459
49000	Other Sources	365,700	89,833	-	-	-	89,833
	TOTAL	17,745,323	4,330,292	-	-	-	4,330,292
Encumbrances / Expenditures:							
71100	Regular Instruction Program	5,218,933	1,213,710	-	-	-	1,213,710
71200	Special Education Program	2,477,799	574,281	-	-	-	574,281
71300	Vocational Education Program	308,785	117,760	-	-	-	117,760
72120	Health Services	2,000	-	-	-	-	-
72130	Other Student Support	312,044	47,936	-	-	-	47,936
72210	Regular Instruction Program	2,471,505	496,781	-	-	-	496,781
72220	Special Education Program	358,271	64,364	-	-	-	64,364
72250	Technology	-	366	-	-	-	366
72510	Fiscal Services	-	-	-	-	-	-
72710	Transportation	6,500	1,119	-	-	-	1,119
73100	Food Service	-	-	-	-	-	-
73300	Community Services	280,000	22,073	-	-	-	22,073
76100	Regular Capital Outlay	5,645,000	76,735				76,735
99100	Operating Transfers	664,486	113,721	-	-	-	113,721
	TOTAL	17,745,323	2,728,845	-	-	-	2,728,845

PUTNAM COUNTY BOARD OF EDUCATION
FUND 143 - CENTRAL CAFETERIA FUND
BUDGET TO ACTUAL QUARTERLY REPORT AS OF SEPTEMBER 2023

		2023-2024 Budget	Actual Jul-Sept 2023	Actual Oct-Dec 2023	Actual Jan-Mar 2024	Actual Apr-Jun 2024	Total Year to Date
Revenues:							
43000	Charges for Current Services	1,375,000	229,157	-	-	-	229,157
44000	Other Local Revenue	-	41,735	-	-	-	41,735
46500	State of Tennessee	66,000	-	-	-	-	-
47100	Federal Thru State	7,181,100	791	-	-	-	791
	TOTAL	8,622,100	271,683	-	-	-	271,683
Encumbrances / Expenditures:							
73100	Food Services	7,907,100	1,870,994	-	-	-	1,870,994
99100	Operating Transfers	715,000	127,241	-	-	-	127,241
	TOTAL	8,622,100	1,998,235	-	-	-	1,998,235

PUTNAM COUNTY BOARD OF EDUCATION
FUND 146 - EXTENDED SCHOOL PROGRAM FUND
BUDGET TO ACTUAL QUARTERLY REPORT AS OF SEPTEMBER 2023

		2023-2024 Budget	Actual Jul-Sept 2023	Actual Oct-Dec 2023	Actual Jan-Mar 2024	Actual Apr-Jun 2024	Total Year to Date
Revenues:							
43000	Charges for Current Services	1,686,310	372,508	-	-	-	372,508
	TOTAL	1,686,310	372,508	-	-	-	372,508
Encumbrances / Expenditures:							
73300	Community Services	1,686,310	353,717	-	-	-	353,717
	TOTAL	1,686,310	353,717	-	-	-	353,717

EXHIBIT
tabbies VI F.16
11-02-22

Board Agenda Request
For November 2, 2023 Meeting

Date 10/19/2023

Department CTE

Person Submitting Jackie Vester

Account Number (if appropriate) N/A

Check one:

___X__ Backup included

_____ Backup to follow

Statement to be included in Board Agenda Packet:

Approval of the Sale Agreement between Airgas - Radnor, PA and PCSS @ Cookeville High School to establish the terms and conditions under which Airgas will provide gas sales and cylinder rentals to Cookeville High School's welding class.

received

Airgas
an Air Liquide company

CYLINDER PRODUCT SALE AGREEMENT

Airgas USA, LLC, with offices at 1545 Interstate Dr, Cookeville, TN 38501("Seller") and Cookeville High School, with offices at 1 Cavalier Dr, Cookeville, TN 38501 ("Buyer"), for and in consideration of the mutual promises and covenants set forth herein and intending to be legally bound thereby, agree as follows:

1. **Requirements.** Buyer shall buy from Seller, and Seller shall sell to Buyer, all of Buyer's total present and future requirements of industrial, specialty, and medical gases, in gaseous and/or liquid form ("Product(s)") in cylinders or dewars ("Cylinders"). Products shall be for Buyer's use at listed location(s) and at any relocated, expanded, or new Buyer location(s), upon the terms and conditions in this Agreement, including, without limitation, any rider or amendment to this Agreement.

2. **Term.** This Agreement shall be effective as of ___October 20th_, 2023____ ("Effective Date"). The initial term of this Agreement shall be ___1_ years and shall commence upon the Effective Date. Thereafter, this Agreement shall automatically renew for successive one year terms unless terminated at the end of the then-current term upon not less than three months' written notice by either party. Seller shall have the right to terminate this Agreement and recover the possession of the Cylinders, if Buyer fails to abide by any terms of this Agreement, including but not limited to, the failure to pay any amounts owed when and as due.

3. **Payment Terms.** The pricing for Products purchased hereunder, which may be adjusted by Seller from time to time, shall be as set forth in this Agreement or any rider or amendment hereto. Buyer shall make payment in full by cash, check, wire transfer or CTX formatted ACH by the thirtieth day following the date of invoice. Continued open account credit is subject to Seller's assessment of Buyer's financial condition and ability to pay. In the event Buyer fails to make any payment when and as due, Seller may (a) cease all Product deliveries; (b) require Buyer, as a condition of receiving deliveries, to prepay for such deliveries and pay past due amounts as specified by Seller; (c) collect from Buyer on any delinquent balance interest at the rate of one and one-half percent per month or, if less, the maximum rate permitted by law; and/or (d) remove any Cylinders provided by Seller and terminate, in whole or in part, this Agreement.

4. **Charges.** Buyer shall pay (a) Seller's itemized charges set forth in this Agreement, including, without limitation, any rider or amendment to this Agreement and (b) any surcharges that Seller may assess due to (i) extraordinary, emergency or other unanticipated increases in the cost of manufacturing, purchasing, supplying or distributing Product and/or (ii) Product shortages (collectively, "Charges"). Charges are not subject to Section 9 (Price Changes) and may be amended or others may be added at Seller's discretion. None of the Charges represents a tax or fee paid to or imposed by any governmental authority, and all of the Charges are retained by Seller. Seller may not have specifically quantified the relationship between such Charges and the actual costs associated with such Charges, which can vary by Product, service, time and place, among other things.

5. **Cylinders and Rental Fees.** Seller shall maintain records of all Cylinder deliveries and returns hereunder and shall charge Buyer rental at the rate set forth on the riders attached hereto, which rate(s) may be adjusted from time to time. If not listed on a rider, rental fees will be priced at market rate. Buyer shall keep all Cylinders in secure locations. Buyer shall return to Seller, in a good and non-contaminated condition, all Cylinders delivered to it, with valves closed, complete with caps and fittings, and shall pay to Seller the replacement value for a new Cylinder of that type of any contaminated, lost or damaged Cylinder, cap or fitting. Buyer shall not permit Cylinders to be filled with any product not furnished by Seller. The total or partial destruction or loss of any of the Cylinders shall not release or relieve Buyer from the duty to pay the rental fees set forth herein. The Cylinders shall at all times remain the property of Seller. Buyer shall at all times keep the Cylinders free of all claims, liens, and encumbrances.

6. **Taxes.** Buyer shall be responsible for all applicable taxes related to or arising from this Agreement.

7. **Compliance/SDS.** Buyer shall instruct its employees and agents to comply, and at all times Buyer shall comply, with all applicable federal, state and local statutes, regulations and laws regarding the safe handling, transportation and use of the Products, including without limitation all relevant reporting obligations under the Emergency Planning and Community Right-To-Know Act, the Occupational Safety and Health Act. Buyer acknowledges and agrees that Seller has provided Buyer with all relevant Safety Data Sheets (SDS). Additional SDSs and copies are available: (i) at the local Airgas branch; (ii) by calling 919-368-8518; or (iii) by logging on to www.airgas.com. Buyer understands that the Products must not be used without first consulting the SDS.

8. **Buyer's Responsibilities.** Products are sold on the condition that they be handled, used and disposed of in conformance with recognized industry and professional standards, including those related to the protection of human health and the environment. Buyer acknowledges that there are hazards associated with the use of the products, that it understands such hazards, and that it is the responsibility of buyer to warn and protect all those exposed to such hazards. It is Buyer's responsibility to ensure that: (i) the use of the Products complies with all applicable laws, codes and regulations for the relevant jurisdiction; and (ii) the Products are safe for the intended use and are handled in a safe and professional manner. Buyer shall have the sole responsibility for determining the suitability of any of seller's products for the use contemplated by Buyer.

9. **Price Change.** If Seller increases the price for a Product sold under this Agreement, such increase shall become effective fifteen (15) days after written notice is given to Buyer. If within fifteen (15) days of receiving such notice, the Buyer furnishes Seller with a copy of a bona fide firm, written offer to sell such Product under similar circumstances at prices lower than such revised prices, Seller shall have fifteen (15) days within which to, at Seller's sole option, either meet the lower price or revert to the Buyer's price in effect before the price increase. If Seller agrees to meet a lower pricing offer or reverts to the price in effect at time of increase, this Agreement shall renew for a period equal to the length of the initial term. If Seller does not exercise its option to adjust the price, Buyer may terminate this Agreement by giving Seller thirty (30) days' prior written notice of such termination.

10. **Warranties.** Seller warrants that, at the time of delivery, all Products furnished hereunder shall comply with Compressed Gas Association (CGA) guidelines. **SELLER SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES OR WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE. SELLER MAKES NO WARRANTIES OF ANY KIND FOR ANY TECHNICAL ADVICE PROVIDED BY SELLER TO BUYER. SELLER ASSUMES NO OBLIGATION OR LIABILITY FOR ANY TECHNICAL ADVICE GIVEN BY SELLER WITH REFERENCE TO THE USE OF PRODUCTS OR RESULTS WHICH MAY BE OBTAINED THEREFROM, AND ALL SUCH ADVICE IF GIVEN AND ACCEPTED IS AT BUYER'S SOLE RISK.**

11. **Remedy: Limitation of Liability. SELLER'S SOLE LIABILITY AND BUYER'S SOLE REMEDY FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM PRODUCTS, DELIVERY OF NON-CONFORMING PRODUCTS, SELLER'S FAILURE TO DELIVER SUCH PRODUCTS, OR SERVICES PROVIDED BY SELLER SHALL BE LIMITED TO, AT SELLER'S OPTION, THE REFUND OF THE PURCHASE PRICE OR REPLACEMENT OF THE PRODUCT OR SERVICE IN QUESTION. SELLER SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES, ARISING OR ALLEGED TO ARISE OUT OF OR IN CONNECTION WITH ITS PERFORMANCE HEREUNDER OR WITH ANY PRODUCT OR CYLINDER SOLD OR LEASED HEREUNDER. THE LIMITATIONS CONTAINED IN THIS SECTION SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR DAMAGES IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE, AND SHALL APPLY EVEN WHERE SUCH DAMAGES ARE CAUSED IN WHOLE OR IN PART, BY THE NEGLIGENCE, GROSS NEGLIGENCE OR ACTS AND OMISSIONS OF THE PARTY CLAIMING DAMAGES OR THE PARTY FROM WHOM DAMAGES ARE SOUGHT.**

12. **Indemnification.** Buyer shall indemnify, defend and hold Seller harmless against all claims, suits, actions, liabilities, costs, attorney's fees, expenses, damages, judgments or decrees by reason of any personal injury (including death) or property damage arising out of Buyer's use of Seller's Products, except to the extent that such personal injury or property damage is due to the sole negligence of Seller.

13. **Attorneys' Fees.** In the event that an attorney must be employed for the collection of any amount due hereunder, or with any failure of Buyer to abide by the terms of this Agreement, Buyer shall pay all such reasonable attorneys' fees.

14. **Excuse of Performance; Allocation.** Seller shall not be liable for failure to perform if prevented by circumstances beyond its reasonable control. If Seller is unable to supply Products to Buyer, then Buyer may obtain replacement products from other sources for that period of time during which Seller is unable to supply Buyer. This right is subject to Seller's prior written consent, which shall not be unreasonably withheld. If sufficient Product is not available from Seller's normal source of supply for any reason, Seller may allocate Product among its own requirements and its customers. Seller will make reasonable efforts to obtain additional Product from other sources, provided Buyer shall pay all additional costs associated with such Product.

15. **Governing Law, Dispute Resolution; Class Action and Trial by Jury Waiver.** This Agreement shall be governed by and construed in accordance with the substantive law of the State of Delaware, without regard to its conflict of laws principles. Prior to either party filing a lawsuit, except to prevent the running of any applicable statute of limitations, all disputes and claims regarding this Agreement shall be submitted to non-binding mediation. If the parties cannot agree on a mediator, one will be selected pursuant to American Arbitration Association rules. **BOTH PARTIES HERETO HEREBY WAIVE ALL RIGHT OR ENTITLEMENT TO TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE THAT ARISES OUT OF OR RELATES IN ANY WAY HERETO OR TO PRODUCT SUPPLIED HEREUNDER. ANY CLAIM MUST BE BROUGHT IN THE RESPECTIVE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, MULTIPLE PLAINTIFF, OR SIMILAR PROCEEDING ("CLASS ACTION"). THE PARTIES EXPRESSLY WAIVE ANY ABILITY TO MAINTAIN ANY CLASS ACTION IN ANY FORUM.**

16. **Notices; Acceptance.** Unless otherwise provided herein, all notices shall be in writing, addressed to the intended recipient at the address above or such other address as the recipient may provide, and shall be deemed to have been given (i) on the date such notice is hand delivered, sent by overnight courier providing proof of delivery, or sent by email to an address provided by the recipient for such purpose; or (ii) two (2) business days after being deposited with the United States Postal Service, if sent by U.S. mail. Notwithstanding the foregoing, a notice of termination under Section 2 (Term) hereof must be given by overnight courier providing proof of delivery. Buyer represents that Buyer is contractually free to enter into this Agreement and to perform hereunder. Buyer shall fully indemnify, hold harmless, and defend Seller (and its employees, officers, directors, agents, and affiliates) from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, costs and expenses (including but not limited to reasonable attorney's fees) (collectively, "Claims" and each a "Claim") which arise out of or relate to Buyer's representation in this Section 16, in each case whether or not such Claim has any merit. This Agreement with any riders and/or amendments represents the entire Agreement between Seller and Buyer in relation to the sale of Products. Amendments to this Agreement shall be in writing and no acceptance by Seller of any purchase order, acknowledgment, or other document specifying different and/or additional terms or conditions shall be effective. This Agreement shall inure to the benefit of Seller and Buyer and their respective successors and assigns. **The parties hereto, by their authorized representatives, have caused this Agreement to be signed as of the day and the year accepted by Seller below.**

PLEASE SIGN & DATE

COOKEVILLE HIGH SCHOOL (BUYER)	**AIRGAS USA, LLC (SELLER)**
Signature: _____	Accepted By: _____
Printed Name and Title: _____ /Authorized Representative	Printed Name and Title: _____
Date: _____	Date

Airgas
an Air Liquide company

Rider to Cylinder Product Sale Agreement between Cookeville High School and Airgas USA, LLC, with an Effective Date of ___OCTOBER 20TH, 2023_____

Buyer's Locations: 1 Cavalier Dr, Cookeville, TN 38501

Product	Description	Price/Cylinder	Cylinder Size	Daily Rental Fee
AR CD25300	ARGON/CO2 75/25	31.20 / CYL	300	
AR 300	ARGON	33.45 / CYL	300	
OX 200	OXYGEN	24.66 / CYL	200	
AC 4	ACETYLENE	59.42 / HH	#4	
AR OX5300	ARGON/OX 95/5	31.75/ CYL	300	

*All other Products not listed but purchased by Buyer from Seller under the Agreement will be priced at market level as determined by Seller, including daily rental fees.

Additional Requirements: Should there be a material increase in Buyer's requirements for any of the Products set forth on this Rider, as compared to Buyer's requirements at the inception of the Agreement, Seller shall not be obligated, but shall have the right at its option, to deliver Product that exceeds such original amount. If, to meet such additional requirements, Seller must obtain Product from alternative sources of supply, Buyer shall pay all additional costs associated with such additional supply.

CHARGES

Hazmat Charge (Product) is $__5.00___ per Delivery

Hazmat Charge (Cylinder lease) is $__5.00___ per [____Invoice_____]

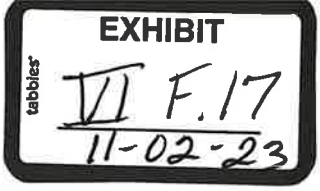
Delivery Charge is $_16.40____ per Delivery

Fuel Charge is $9.50 per Delivery

AGREED TO AND ACCEPTED BY:

COOKEVILLE HIGH SCHOOL (BUYER)	**AIRGAS USA, LLC (SELLER)**
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

PLEASE SIGN & DATE



LEWIS THOMASON

LEWIS THOMASON, P.C.
One Centre Square
620 Market Street, Fifth Floor
P.O. Box 2425
Knoxville, TN 37901
T: (865) 546-4646] F: (865) 523-6529

Chris W. McCarty
DL: (865) 541-5256
CMccarty@lewisthomason.com

September 26, 2023

VIA EMAIL kingc11@pcsstn.com
Corby King, Director of Schools
Putnam County Schools
1400 E. Spring Street
Cookeville, TN 38506

RE: Meta Platforms, Inc.: Mass Tort Litigation

Dear Corby:

As you are well aware, previously my firm, as well as the Frantz Law Group out of California, worked together on multi-district litigation against JUUL. That litigation, as you are also well aware, previously settled, and all school systems who were part of it will soon start receiving their settlement proceeds.

Some months ago, I also sent out new information regarding another type of multi-district litigation that Lewis Thomason has agreed to assist the Frantz Law Group with here in Tennessee. Attached as a link, in fact, you will find a Complaint that was filed on behalf of Clarksville-Montgomery Schools on May 8, 2023, against numerous social media companies, including, but not limited to, Meta (Facebook, Instagram, WhatsApp), Google, etc. School systems across the country are filing litigation like this because of the countless hours they are having to devote to counseling, discipline, and other issues stemming from the effects of social media on teenage minds.

If your school system would like to join in this litigation, as you did previously with the JUUL litigation, I would just ask that you let us know soon. All it would take is a motion, a second, and a majority vote during the Board's next public meeting, specifically granting permission for your school system to enter into this litigation with both our law firms against the social media companies named within the attached Complaint. For your review, I am also attaching an example of the Fee Agreement your school system, if approving the lawsuit, would enter into with the Frantz Law Group. You will see that it is very similar to the agreement entered into previously during the JUUL litigation. And it does not call for any fees or upfront costs. Lawyers only get paid here if settlement or judgment occurs.

received
09-27-23 CK

If you are not interested in pursuing this new line of multi-district litigation, I certainly understand. But I also want you to know that a number of school systems have already joined this fight as well, including, but not limited to, Clarksville-Montgomery, Knox County, Sevier County, Oneida, and many others.

I thank you as always for your time and attention, and I hope to be hearing from you again soon.

Sincerely,

Chris W. McCarty

CWM/par

PUTNAM COUNTY SCHOOL SYSTEM
ENGAGE. INSPIRE. ACHIEVE.

Reid, Sharon <reids2@pcsstn.com>

Meta Platforms, Inc.: Mass Tort Litigation

2 messages

Reid, Sharon <reids2@pcsstn.com> Tue, Oct 24, 2023 at 8:16 AM
To: Heather Jones <hjones@moorerader.com>, danrader@moorerader.com

Dan & Heather,
Corby King would like you to advise the correct language to use to place approval for this litigation on the November Board Agenda.

--
Sharon Reid
Ex. Admin. Asst.
Putnam County Schools
931-525-4701
reids2@pcsstn.com

Litigation.pdf
86K

Dan Rader <danrader@moorerader.com> Tue, Oct 24, 2023 at 8:52 AM
To: "Reid, Sharon" <reids2@pcsstn.com>, Heather Jones <hjones@moorerader.com>
Cc: "King, Corby" <kingc11@pcsstn.com>, Kim Cravens <kim.cravens@pcsstn.com>

"I make a motion to approve retaining Lewis Thomason to pursue the Meta Platform, Inc. Mass Tort Litigation in accordance with their letter dated September 26, 2023 and the fee arrangement proposed."

This can be on the consent agenda. Thanks. Dan Rader

[Quoted text hidden]

PUTNAM COUNTY SCHOOL SYSTEM
ENGAGE INSPIRE ACHIEVE

Reid, Sharon <reids2@pcsstn.com>

Fwd: Social Media Lawsuit

2 messages

King, Corby <kingc11@pcsstn.com> Wed, Sep 27, 2023 at 9:15 AM
To: "Reid, Sharon" <reids2@pcsstn.com>, Tim Martin <martint3@pcsstn.com>
Cc: Dan Rader <danrader@moorerader.com>

I think we should consider entering this suit. It is similar to the JUUL litigation. Dan, if you have concerns, let us know. Otherwise, Sharon, we need to add an item to the consent agenda for approval at the November board meeting.

Corby King
Director of Schools, Putnam County School System
(931) 526-9777 | www.pcsstn.com | kingc11@pcsstn.com
1400 E. Spring Street, Cookeville, TN 38506

---------- Forwarded message ---------
From: **Reppert, Paige** <PReppert@lewisthomason.com>
Date: Wed, Sep 27, 2023 at 5:55 AM
Subject: Social Media Lawsuit
To: King, Corby <kingc11@pcsstn.com>

The attached is being sent on behalf of Attorney Chris McCarty. I am also attaching a link to the documents referenced in said letter. If you have any issues accessing this link, please let me know. Thank you, and have a great day!

Folder icon Meta Lawsuit

Paige A. Reppert Legal Assistant
Lewis Thomason, P.C.
620 Market St., 5th Floor | Knoxville, TN 37901
Tel: 865-541-5265 | Fax: 865-523-6529
Web Page

CONFIDENTIALITY NOTICE: This e-mail transmission and any document, files or previous e-mail messages attached to it, are confidential and are protected by the attorney-client privilege and/or work product doctrine. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that any review, disclosure, copying, dissemination, distribution or use of any of the information contained in, or attached to this e-mail transmission is STRICTLY PROHIBITED. If you have received this transmission in error, please notify us immediately by forwarding this message to the original sender or by telephone at 800-456-4646 and then delete this message and its attachments from your computer.

4 attachments

image001.png
1K



image002.jpg
4K

LEWIS THOMASON



image002.jpg
4K

LEWIS THOMASON

[8996907] (Putnam Co.) EXE - Joining Social Media Lawsuit.pdf
827K

Dan Rader <danrader@moorerader.com> Wed, Sep 27, 2023 at 9:36 AM
To: "King, Corby" <kingc11@pcsstn.com>
Cc: "Reid, Sharon" <reids2@pcsstn.com>, Tim Martin <martint3@pcsstn.com>

Agree. Dan

Sent from my iPhone

> On Sep 27, 2023, at 9:16 AM, King, Corby <kingc11@pcsstn.com> wrote:
>
> [Quoted text hidden]
> <[8996907] (Putnam Co.) EXE - Joining Social Media Lawsuit.pdf>



Frantz Law Group
A Professional Law Corporation

Social Media Litigation

Client Contact Information

Public Entity Name: _____

Public Entity Address: _____

Preferred Contact Information:

Primary Contact Name: _____

Role: _____

Preferred email address: _____

Preferred phone number: _____

Secondary Contact Name: _____

Role: _____

Preferred email address: _____

Preferred phone number: _____

Initials _____

ATTORNEY-CLIENT CONTINGENCY FEE CONTRACT

Social Media Litigation

This ATTORNEY-CLIENT CONTINGENCY FEE CONTRACT ("Agreement") is entered into by and between _____("Client" or "District") and Frantz Law Group, APLC ("Attorneys" or "We") and encompasses the following provisions:

1. CONDITIONS. This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. AUTHORIZED REPRESENTATIVES

A. CLIENT REPRESENTATIVES. Client designates _____, or his/her designee, as the authorized representatives to direct Attorneys and to be the primary individuals to communicate with Attorneys regarding the subject matter of Attorneys' representation of Client under this Agreement. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client.

B. ATTORNEY REPRESENTATIVES. James Frantz, William Shinoff, Jade Koller and Regina Bagdasarian of Frantz Law Group, APLC will be primarily responsible for the work, either performing it himself/herself or delegating it to others as may be appropriate. This is not intended to limit Attorneys' option of delegating work to others as Attorneys deem appropriate.

3. SCOPE AND DUTIES. Client hires Attorneys to provide legal services in connection with pursuing claims for damages arising from District's students' use of social media. The litigation will involve, among other steps, the preparation and filing of the District's action, i.e., the lawsuit ("Action"). Attorneys shall provide those legal services reasonably required to represent Client and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of developments.

4. LEGAL SERVICES SPECIFICALLY EXCLUDED. Unless otherwise agreed in writing by Client and Attorneys, Attorneys will <u>not</u> provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action, (b) proceedings before any federal or state administrative or governmental agency, department, or board, or (c) any other matter not expressly covered by this Agreement. With Client's permission, however, Attorneys may elect to appear at administrative proceedings to protect Client's rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

Initials _____

5. FEES. Client will pay attorneys' fees of:

Twenty five percent (25%) of any monetary settlement or recovery that Attorneys obtain for Client. Client is not responsible for paying Attorneys any money other than what has been recovered from Defendants.

Fees shall be calculated on the basis of any settlement or recovery prior to the deduction of any expense or cost, that is, the "Gross Recovery." Contingency fee rates are not set by law but have been negotiated. If no recovery is made, no fees will be charged.

The term "Gross Recovery" shall include, without limitation, the then present value of any monetary payments agreed or ordered to be made by the adverse parties or their insurance carriers, whether by settlement, arbitration award, court judgment (after all appeals exhausted), or otherwise. Any statutory Attorneys' fee paid by Defendants shall be included in calculating the Gross Recovery.

A. "Gross Recovery," if by settlement, also includes (1) the then-present value of any monetary payments to be made to the District; and (2) any Attorneys' fees and costs recovered by the District as part of any cause of action that provides a basis for such an award. "Recovery" may come from any source, including, but not limited to, the parties adverse to the District and/or their insurance carriers and/or any third party, whether or not a party to formal litigation. The contingent fee is calculated by multiplying the recovery by the fee percentage. This calculation is performed on the gross recovery amount before the deduction of expenses as discussed above.

   Gross Recovery, except in the case of a settlement, does not contemplate nor include any amount or value for injunctive relief or for the value of an abatement remedy which may be obtained in a final arbitration award or court judgment. It is possible that payment to the Client by the adverse parties or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. The contingent fee is calculated, as described above, by multiplying the Gross Recovery by the fee percentage. The reimbursement of costs will be paid out of the initial payments, and the Attorneys' fees will be paid on a pro-rata basis as settlements are paid.

B. Reasonable Fee if Contingent Fee is Unenforceable or if Attorney is Discharged Before Any Recovery. In the event that the contingent fee portion of this Agreement is determined to be unenforceable for any reason, Attorneys are prevented from representing Client on a contingent fee basis, or Client discharges Attorneys before a recovery is obtained, Client agrees to pay the reasonable value of the services rendered. If the parties are unable to agree on the reasonable value of services rendered, Attorneys and Client agree that the fee will be determined via the procedures set forth in paragraph 9 below. In any event, the fee determined by arbitration shall not exceed twenty five percent (25%) of the Gross Recovery as defined in paragraph 5.

Initials _____

C. No General Fund Payments. Notwithstanding any other provision in this Agreement, in no event will the Client be required to pay legal fees out of any fund other than the monies recovered from defendants in this litigation. Under no circumstances shall District general funds be obligated to satisfy the contingent Attorneys' fees.

6. COSTS AND EXPENSES. In addition to paying legal fees, Client shall reimburse Attorneys for all "costs/expenses", which includes but is not limited to the following: process servers' fee, common benefit fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, and other similar items, incurred by Attorneys. Other costs and expenses include case management computer services, document management services, case administration/accounting fees and costs, and other similar items. ATTORNEYS may find it necessary to obtain the services of legal, clerical, and/or other personnel who are not ATTORNEYS regular employees but outside independent contractors (e.g. JND, Archer, KCC). The costs/expenses incurred that Attorneys advance will be owed in addition to Attorneys' fees, and Client will reimburse those costs/expenses after Attorneys' fees have been deducted from any award/recovery. **If there is no award/recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is insufficient to reimburse Attorneys for all costs/expenses after the Attorney's fee has been deducted, Client will not be required to reimburse Attorneys for the shortfall**.

SHARED EXPENSES: Client understands that Attorneys may incur certain costs/expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys shall divide such expenses equally, or pro rata, among such clients, and deduct Client's portion of those expenses from Client's share of any recovery. The division of expenses shall apply regardless of when Client retained Attorney such that costs/expenses incurred prior to Client joining the lawsuit will still be divided and a portion allocated to Client.

FEDERAL MDL AND STATE COORDINATION COMMON BENEFIT FEES AND COMMON BENEFIT COSTS:

Various Attorneys, including Frantz Law Group, frequently serve on plaintiffs' steering or executive committees in Multi-District Litigations (MDLs) and/or in California state court coordinated proceedings (JCCP's) or other state court proceedings, and perform work which benefits the various law firms as well as clients of other law firms involved in the same or related litigation. As a result, the court(s) where the cases are pending may order that Attorneys are to receive compensation for Attorneys' time and effort which has benefitted all claimants. This compensation is known as "Common Benefit Fees," and they are paid by the law firms directly and not from the clients' recovery. If Attorneys are awarded such fees, they will be credited against the contingency fee to be

Initials _____

paid by each Client on an equal basis.

In contrast to Common Benefit Fees, "Common Benefit Costs" are litigation costs to which all Clients contribute a limited portion of their recovery to reimburse expenses incurred to prosecute the lawsuits collectively.

7. LIEN. In the event any third-party attempts to lien any anticipated award/recovery or proceeds already recovered, Client hereby grants, and agrees, TO THE EXTENT PERMITTED BY APPLICABLE LAW, that Attorneys hold, a first priority and superior lien in the amount of the Attorneys' fees (or reasonable value of services) and costs that Attorneys are entitled to, and that such lien applies to any and all proceeds recovered or to be recovered. More generally, Attorneys shall have a lien against any anticipated recovery and/or actual recovery for Attorneys' fees (or reasonable value of services) and costs

8. DISCHARGE AND WITHDRAWAL.

   A. Client may discharge Attorneys at any time. After receiving notice of discharge, Attorneys shall stop services on the date and to the extent specified by the notice of discharge, and deliver to Client or Client's designee all evidence, files, and attorney work product for the Action. This includes any computerized indices, programs and document retrieval systems created or used for the Action.

   B. Attorneys may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, Client's refusal to cooperate with Attorneys, or any other fact or circumstance that would render Attorneys continuing representation unlawful or unethical. Attorneys may also discharge Client if Client at any time is dishonest with Attorneys or fails to provide relevant information to Attorneys.

9. ARBITRATION OF DISPUTES: ATTORNEY and CLIENT agree that should any dispute arise between them, it must be mediated first, before any claims are filed. Specifically, any and all disputes, controversies or claims arising out of, or related to this Agreement and/or Attorneys' representation of Client, including, but not limited to, claims of malpractice (collectively referred to herein as "Dispute" or "Disputes"), shall be submitted to mediation at the offices of Judicate West, San Diego, or Signature Resolution, in Los Angeles, California before a retired judge or other mediator affiliated with the selected organization, agreed to between the parties, and, if the parties cannot agree, before a retired judge selected by the organization who is hosting the mediation. No petition for arbitration can be filed until after this agreed-upon mediation has occurred, and any petition for arbitration (or litigation) filed prior to conclusion of this mediation shall be subject to dismissal, pursuant to this Agreement. Client and Attorneys will each pay one-half of the actual cost of the mediation, but each party will be

Initials _____

responsible for his or her own attorneys' fees and preparation costs. The parties agree that any Dispute, whether submitted to mediation or not, will not be litigated in court. Rather, any Dispute, which is specifically defined above to include claims of malpractice, fee disputes, among others, will be submitted to mandatory binding arbitration before Judicate West or Signature Resolution. By signing this Agreement, Client and Attorneys agree to arbitration and waive the right to a court or jury trial and the right to appeal. Any Disputes shall be heard in San Diego or Los Angeles, applying California law. Client is not waiving rights to arbitration for fee disputes before the San Diego County Bar Association.

10. AUTHORITY OF ATTORNEY. Attorneys may, with prior Client approval, associate co-counsel if the Attorneys believe it advisable for the proper handling of Client's claim, and Client expressly authorizes Attorneys to divide any Attorneys' fees that may eventually be earned with associated co-counsel.

11. DISCLAIMER OF GUARANTEE. Nothing in this Contract and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of Client's matter are expressions of Attorneys' professional opinion.

MULTIPLE REPRESENTATIONS: Client understands that Attorneys do or will likely represent many other individuals/entities/school districts with claims that are similar or the same as Client's. Attorneys' representation of multiple Clients at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of one or more Clients may become inconsistent with the interests and objectives of other Clients. Attorneys are governed by specific rules of legal ethics regarding conflicts of interest that might arise from Attorneys simultaneous representation of multiple clients against the same or similar Defendants. Attorneys are required to advise Clients of any actual or potential conflicts of interest and obtain their informed written consent to Attorneys' representation of multiple Clients at the same time. It is difficult to foresee all possible circumstances in which Clients' interests might conflict. Nonetheless, by way of example only, one or more Clients might wish to settle the case under certain terms while others disagree, and such disagreement makes it difficult or impossible to settle the case. By signing this Agreement, Client acknowledges that it has been advised of the potential conflicts of interest which may be or are associated with Attorneys' representation of Client and other and that The District Clients, and that, nevertheless Client consents to such simultaneous representation. Attorneys strongly advise Client to seek independent legal advice before signing this Agreement.

WAIVER OF DISQUALIFICATION: Under certain circumstances, including among others, when there is an irreconcilable conflict of interest among various Clients, Attorneys must, or it is prudent to, terminate the representation of one or more Clients. Should this occur for any reason, Client agrees that it will not seek to disqualify Attorneys from continuing to represent other Clients and/or from seeking new Clients about the same subject matter of the Action. Attorneys strongly advise Client to seek independent legal advice before signing this Agreement.

Initials _____

12. AGGREGATE SETTLEMENTS: Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or Defendants attempt to settle or otherwise resolve the cases in a group or groups, by making a single settlement offer to settle a number of cases or all cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the relative strengths and weaknesses of each case, the severity and extent of injuries/losses, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. Client authorizes Attorneys to enter into and engage in group settlement discussions which may include Client's individual claim. Nonetheless, Client retains the right to approve, and Attorneys are required to obtain Client's approval of, any settlement of Client's case.

13. EFFECTIVE DATE AND TERM. This Agreement will take effect upon execution by Client and Attorneys.

14. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Facsimile or pdf versions of this Agreement shall have the same force and effect as signature of the original.

The above is approved and agreed upon by all parties.

Dated: _____ _____

Frantz Law Group, APLC

Dated: _____ _____

District Representative

Initials _____

James P. Frantz, Esq., (SBN 87492)
William B. Shinoff, Esq., (SBN 280020)
FRANTZ LAW GROUP, APLC
402 West Broadway, Suite 860
San Diego, CA 92101
E: jpf@frantzlawgroup.com
E: wshinoff@frantzlawgroup.com
Tel: (619) 233-5945
Fax: (619) 525-7672
Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

CLARKSVILLE-MONTGOMERY COUNTY SCHOOL SYSTEM;

Plaintiffs,

v.

META PLATFORMS, INC.; FACEBOOK HOLDINGS, LLC; FACEBOOK OPERATIONS, LLC; META PLATFORMS TECHNOLOGIES, LLC; META PAYMENTS, INC.; INSTAGRAM, LLC; SICULUS, INC.; SNAP, INC.; TIKTOK, INC.; BYTEDANCE, INC.; ALPHABET, INC.; GOOGLE, LLC; XXVI HOLDINGS, INC.; WHATSAPP, INC.; and YOUTUBE, LLC.

Defendants.

Case No.: 3:23-cv-02233

COMPLAINT

1. **PUBLIC NUISANCE**
2. **NEGLIGENCE**
3. **GROSS NEGLIGENCE**
4. **RICO**
5. **CONSPIRACY TO CONDUCT THE AFFAIRS OF THE ENTERPRISE THROUGH A PATTERN OF RACKETERRING ACTIVITY (18 U.S.C. § 1962)**

JURY TRIAL DEMANDED

Contents

I. INTRODUCTION 2
A. Defendants' Role in the Youth Mental Health Crisis 2
II. JURISDICATION AND VENUE 5
III. PARTIES 5
A. Plaintiff 5
B. Facebook and Instagram Defendants 6
C. Snap Defendant 8
D. TikTok Defendants 8
E. YouTube Defendants (Alphabet Inc., XXVI Holdings, Google, and YouTube) 9
IV. FACTUAL ALLEGATIONS 10
A. Millions of Minors Have Become Addicted to Social Media 10
B. Research Has Confirmed Using Social Media Harms Minors 13
C. Defendants' Platforms Have Caused America's Minors to Face a Mental Health Crisis 16
D. Defendants Intentionally Market to, Design, and Operate Their Social Media Platforms for Users Who Are Minors 17
1. Meta Intentionally Marketed to and Designed Their Social Media Platforms for Minor Users, Substantially Contributing to the Mental Health Crisis 23
a) The Meta Platform 23
b. Meta Targets Minors 26
c. Meta Intentionally Maximizes the Times Users Spend on its Platforms 28
d. Meta's Algorithms Are Manipulative and Harmful 29
e. Facebook's and Instagram's Harmful "Feeds" 31
f. Meta Is Aware That Its Platforms Are Harmful to Minors 33
2. Snapchat Intentionally Marketed to and Designed Its Social Media Platform for Minor Users and Has Substantially Contributed to the Youth Mental Health Crisis 35
a. Snap Designs and Markets Its Platform to Minors 37
b. Snap Intentionally Designs and Markets Exploitative Methods to Increase the Time Users Spend on its Platform 39
c. Snapchat's Algorithms Are Manipulative and Harmful 41

d. Snap's Conduct in Designing and Operating Its Platform Has Harmed Youth Mental Health 41

3. TikTok Intentionally Marketed to and Designed Its Social Media Platform for Minor Users and Has Substantially Contributed to the Youth Mental Health Crisis 43

a. TikTok's Platform 43

b. TikTok Markets Its Platform to Minors 45

c. TikTok Intentionally Maximises the Time Users Spend on its Platform 47

d. TikTok's Algorithms are Manipulative 48

e. TikTok's Conduct in Designing and Operating its Platform Has Harmed The Mental Health of Minors 50

4. YouTube Intentionally Marketed to and Designed Its Social Media Platform for Minor Users, Substantially Contributing to the Mental Health Crisis 57

a. The YouTube Platform 57

b. YouTube Markets Its Platform to Minors 58

c. YouTube Intentionally Maximizes the Time Users Spend on its Platform 60

d. YouTube's Algorithms are Harmful and Manipulative 61

e. YouTube's Conduct in Designing and Operating its Platform Has Harmed the Mental Health of Minors 64

E. The Effect of Social Media Use on School Districts 67

F. Impact of Social Media Use on Plaintiffs 71

V. THE COMMUNICATIONS DECENCY ACT, 47 U.S.C. § 230(c) EXPRESSLY ALLOWS INTERACTIVE COMPUTER SERVICE COMPANIES LIKE DEFENDANTS TO LIMIT HARMFUL CONTENT, AND THERE IS NOT IMMUNITY FOR DEFENDANTS' CONDUCT 74

VI. CAUSES OF ACTION 76

VII. PRAYER FOR RELIEF 103

TABLE OF AUTHORITIES

STATUTES

18 U.S.C. § 1341 ..... 100, 102, 105

18 U.S.C. § 1343 104

18 U.S.C. § 1961 ..... 96, 97, 99

18 U.S.C. § 1962 ..... 97, 102

18 U.S.C. § 1964 ..... 8, 96, 97

28 U.S.C. § 1331 ..... 8, 99

28 U.S.C. § 1391 8

CASES

***Barnes v. Yahoo!, Inc.*, 570 F.3d 1096, 1100–01 (9th Cir. 2009), ... 76**

***Lemmon v. Snap, Inc.*, 995 F.3d 1085, 1091 (9th Cir. 2021) 76**

***Malwarebytes Inc. v. Enigma Software Grp. USA, LLC*, 141 S. Ct. 13 (2020) 77**

OTHER

Restatement (Second) of Torts § 581 (Am. Law Inst. 1977) 77

I. INTRODUCTION

A. Defendants' Role in the Youth Mental Health Crisis

1. American youth are facing possibly the most severe mental health crisis in history. Along with the benefits of the rise of technology, also comes serious consequences. The major social media platforms including Facebook, Snapchat, Instagram, TikTok and YouTube have spent millions to develop and market their products to minors, keeping them coming back for more, and significantly contributing to this mental health crisis.

2. Meta Platforms, Inc., Facebook Holdings, LLC, Facebook Operations, LLC, Meta Payments Inc., Meta Platforms Technologies, LLC, Instagram, LLC, Siculus, Inc., Snap Inc., TikTok Inc., ByteDance Inc., Alphabet Inc., Google LLC, XXVI Holdings Inc., Whatsapp, Inc., and YouTube, LLC (hereinafter, "**Defendants**") design, market, promote, and operate social media platforms. Over the past decade, each has grown their respective platforms exponentially, from millions to billions of users. Defendants have not only increased their users, but also enhanced the frequency of use of their platforms. Across the country, including in Plaintiffs' district, the youth mental health crisis has seen a sharp increase due to excessive use of Defendants' platforms. More minors are struggling with mental health than ever before, with suicide now the second leading cause of death for American minors.

3. Defendants have engaged in the aforementioned acts for profit. Their business models are based on advertisements. Defendants' users expend more time using Defendant's platforms, allowing Defendants to sell more advertisements and increase their profits exponentially.

4. Minors are central to Defendants' business models. Minors are more likely than not to have access to a cell phone and they gain access to social media. As one Defendant put it, "los[ing] the teen foothold in the U.S.[,]" would mean "los[ing] the pipeline" for growth.[1]

5. Defendants have maximized the time users—particularly minors—spend on their

[1] Sheera Frenkel *et al.*, *Instagram Struggles with Fears of Losing Its 'Pipeline': Young Users*, N.Y. Times (Oct. 26, 2021), https://www.nytimes.com/2021/10/16/technology/instagram-teens.html.

platforms by purposely designing, refining, and operating them to exploit the neurophysiology of the brain's reward systems to ensure users come back frequently, and remain on the respective platforms for as much time as possible.

6. Minors are particularly susceptible to Defendants' manipulative conduct in that their brains are not fully developed. Consequently, the minors lack the same emotional maturity, impulse control, and psychological resiliency as adult users.

7. Defendants have successfully exploited the vulnerable brains of minors, causing millions of students across the United States, including in Plaintiffs' district, to become addicted to and excessively using Defendants' social media platforms. Furthermore, the content Defendants direct to minors is many times harmful and exploitive (e.g., instigating vandalism, eating disorders, or encouraging self-harm).

8. Defendants' misconduct is a substantial factor resulting in a youth mental health crisis, which has been marked by increasingly higher proportions of minors struggling with anxiety, depression, thoughts of self-harm, and suicidal ideation.

9. The state of children's mental health led the American Academy of Pediatrics, the American Academy of Child and Adolescent Psychiatry, and the Children's Hospital Association to declare a national emergency, and the U.S. Surgeon General to issue an advisory "to highlight the urgent need to address the nation's youth mental health crisis."[2]

10. The Centers for Disease Control and Prevention ("CDC") highlighted this crisis in its most recent bi-annual Youth Risk Behavior Survey report, which evidences a steady and then accelerated increase in almost every category of risk between 2011 and 2021. The survey found that there is an increased use and popularity of YouTube, TikTok, and Snap Defendants' platforms during the same time period. The findings set forth in the report are that although the pandemic added to stressors for depression from isolation, the crisis pre-existed the pandemic.

[2] *AAP-AACAP-CHA Declaration of a National Emergency in Child and Adolescent Mental Health*, Am. Acad. Pediatrics (Oct. 19, 2021), https://www.aap.org/en/advocacy/child-and-adolescent-healthy-mental-development/aap-aacap-cha-declaration-of-a-national-emergency-in-child-and-adolescent-mental-health/ ; *U.S. Surgeon General Issues Advisory on Youth Mental Health Crisis Further Exposed by COVID-19 Pandemic*, U.S. Dep't Health & Hum. Servs. (Dec. 6, 2021), https://www.hhs.gov/sites/default/files/surgeon-general-youth-mental-health-advisory.pdf

Use of the YouTube, TikTok, and Snap defendants' platforms also increased during the pandemic. Dr. Victor Fornari, the vice chair of child and adolescent psychiatry for Norwell Health, which is New York's largest health system, argues that there is "no question" of an association between the use of social media and the dramatic increase in suicidal behavior and depressive mood.[3]

11. Defendants' algorithm's perpetuate content that is harmful to children. "Kids are now vulnerable to cyberbullying and critical comments, like 'I hate you', 'Nobody likes you'… It's like harpoons to their heart every time."[4]

12. Defendants' social media platforms produce an even greater burden on an already strained system as the youth mental health crisis continues getting worse, and Defendants' continue to profit. "We don't have enough therapists to care for all these kids."[5] In fact, the number of teens and adolescents waiting in the emergency room for mental health treatment for suicide nationwide has tripled from 2019 to 2021.[6]

13. President Joe Biden has also called attention to the harm social media has wrought on youth and implored all to "hold social media platforms accountable for the national experiment they're conducting on our children for profit.[7]

14. Minors in Plaintiff's school district, and others, are experiencing a similar health crisis as observed nationally.

15. Students that experience anxiety, depression, and other mental health issues perform worse in school, are less likely to attend school, more likely to engage in substance abuse, and to act out, all of which directly affects Plaintiffs' ability to function.

16. That is why 96 percent of school districts, including Plaintiff, provide mental health

---

[3] Azeen Ghorayshi & Roni Caryn Rabin, *Teen Girls Report Record Levels of Sadness, C.D.C. Finds*, The New York Times (Feb. 13, 2023), https://www.nytimes.com/2023/02/13/health/teen-girls-sadness-suicide-violence.html (last visited Mar. 20, 2023).

[4] *Id.*

[5] *Id.*

[6] Stephen Stock, *Children Languish in Emergency Rooms Awaiting Mental Health Care*, CBS News (Feb. 27, 2023) https://www.cbsnews.com/news/emergency-rooms-children-mental-health/ (last visited Mar. 30, 2023).

[7] President Biden, State of the Union Address (Mar. 1, 2022) (transcript available at https://www.whitehouse.gov/state-of-the-union-2022/).

services to its students. But Plaintiff requires a comprehensive, long-term plan along with funding to drive a sustained reduction and abatement of the mental health crisis its minors are experiencing caused by Defendants.

II. JURISDICATION AND VENUE

17. The Court has subject-matter jurisdiction over this case under 18 U.S.C. § 1964 and 28 U.S.C. § 1331 because the amount in controversy exceeds $75,000, and because this action arises, in part, under the Racketeer Influenced and Corrupt Organizations Act ("RICO").

18. The Court has personal jurisdiction over Defendants because they engage in business in the Northern District of California and have sufficient minimum contacts with the District. Defendants intentionally availed themselves of the markets in this State through deceptive and misleading promotion, marketing, and operations of their platforms at issue in this lawsuit in California, and by retaining significant profits and proceeds from these activities, to tender the exercise of jurisdiction by this Court permissible under California law and the United States Constitution.

19. Venue is appropriate in the Northern District of California pursuant to 28 U.S.C. § 1391 because Defendants have engaged in substantial business operations and marketing in this District; because Defendants entered into relevant transactions and received substantial ill-gotten gains and profits from consumers who reside in this District. In addition, Plaintiffs reside in and were harmed by Defendants' conduct in this District, and a substantial part of the events, acts and omissions giving rise to this action occurred in this District.

III. PARTIES

A. Plaintiff

20. Plaintiff CLARKSVILLE-MONTGOMERY COUNTY SCHOOL SYSTEM ("Plaintiff" or "CLARKSVILLE-MONTGOMERY") is a school district serving 37,680 students and is comprised of 43 schools spanning grades pre-kindergarten to high school, consisting of 24 elementary schools, 8 middle schools, 7 high schools, and 7 alternative schools. Clarksville-

Montgomery is located in Montgomery County, Tennessee, with a population of approximately 227,900 residents.

21. Plaintiffs allege that Defendants design, advertising, marketing, and operation of their social media platforms and products target minors, and that these platforms are intentionally and deliberately designed to exploit and cause minors to become addicted, which has caused the harm to Plaintiffs alleged herein.

B. Facebook and Instagram Defendants

22. Defendant Meta Platforms, Inc. ("Meta"), formerly known as Facebook, Inc., is a Delaware corporation with its principal place of business in Menlo Park, California.

23. Defendant Meta develops and maintains social media platforms, communication platforms, and electronic devices that are widely available to users throughout the United States. The platforms developed and maintained by Meta include Facebook (including its self-titled app, Marketplace, and Workplace), Messenger (including Messenger Kids), Instagram, Whatsapp and a line of electronic virtual reality devices and services called Meta Quest (collectively, "**Meta platforms**").

24. Meta transacts or has transacted business in this District and throughout the United States. At all times material to this Complaint, acting alone or in concert with its subsidiaries (identified below), Meta has advertised, marketed, and distributed the Meta platforms to consumers throughout the United States. At all times material to this Complaint, Meta formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint.

25. Meta's subsidiaries include Facebook Holdings, LLC; Facebook Operations, LLC; Meta Payments Inc.; Meta Platforms Technologies, LLC; Instagram, LLC; Whatsapp, Inc. and Siculus, Inc.

26. Defendants Facebook Holdings, LLC ("**Facebook Holdings**") was organized under the laws of the state of Delaware on March 11, 2020, and is a wholly owned subsidiary of Meta Platforms, Inc. Facebook Holdings is primarily a holding company for entities involved in

Meta's supporting and international endeavors, and its principal place of business is in Menlo Park, California. Defendant Meta is the sole member of Facebook Holdings.

27. Defendant Facebook Operations, LLC ("**Facebook Operations**") was organized under the laws of the state of Delaware on January 8, 2012, and is a wholly owned subsidiary of Meta Platforms, Inc. The principal place of business of Facebook Operations is in Menlo Park, California. Defendant Meta is the sole member of Facebook Operations.

28. Defendant Meta Payments Inc. ("**Meta Payments**") was incorporated in Florida on December 10, 2010, as Facebook Payments Inc. In July 2022, the entity's name was amended to Meta Payments Inc. Meta Payments is a wholly owned subsidiary of Meta Platforms, Inc. Meta Payments manages, secures, and processes payments made through Meta, among other activities, and its principal place of business is in Menlo Park, California.

29. Defendant Meta Platforms Technologies, LLC ("**Meta Platforms Technologies**") was organized under the laws of the state of Delaware as "Oculus VR, LLC" on March 21, 2014, and acquired by Meta on March 25, 2014. Oculus VR, LLC subsequently changed its name to "Facebook Technologies, LLC" on April 26, 2021 and then from "Facebook Technologies, LLC" to "Meta Platforms Technologies, LLC" on April 26, 2022. Meta Platforms Technologies develops Meta's virtual and augmented reality technology, such as the Meta Quest line of services, among other technologies related to Meta's platforms, and its principal place of business is in Menlo Park, California. Defendant Meta is the sole member of Meta Platforms Technologies.

30. Defendant Instagram, LLC ("Instagram") was founded by Kevin Systrom and Mike Krieger in October 2010 and is a social media platform designed for photo and video sharing. In April 2012, Meta purchased the company for approximately $1 billion. Meta reformed the limited liability company under the laws of the state of Delaware on April 7, 2012, and the company's principal place of business is in Menlo Park, California. Defendant Meta is the sole member of Instagram.

31. Defendant Siculus, Inc. ("Siculus") was incorporated in Delaware on October 19,

2011. Siculus is a wholly owned subsidiary of Meta, which supports Meta platforms by constructing data facilities and other projects. Siculus's principal place of business is in Menlo Park, California.

32. Defendant WhatsApp Inc. ("WhatsApp") was founded by Brian Acton and Jan Koum in February 2009. WhatsApp is an instant messaging ("IM") and voice-over-IP ("VoIP") app. In February 2014, Meta purchased the company for $19 billion. WhatsApp was incorporated under the laws of the state of Delaware on February 14, 2014, and the company's principal place of business is in Menlo Park, California. Defendant Meta is the sole member of WhatsApp.

C. Snap Defendant

33. Defendant Snap Inc. ("Snap") is a Delaware corporation with its principal place of business in Santa Monica, California. Snap transacts or has transacted business in this District and throughout the United States. At all times material to this Complaint, acting alone or in concert with others, Snap has developed, advertised, marketed, and distributed the Snapchat social media platform to consumers throughout the United States. At all times material to this Complaint, Snap formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth herein.

D. TikTok Defendants

34. Defendant TikTok Inc. ("TikTok") is a social media platform owned by the Chinese company, ByteDance Inc. TikTok was incorporated in California on April 30, 2015, with its principal place of business in Culver City, California. TikTok Inc. transacts or has transacted business in this District and throughout the United States. At all times material to this Complaint, acting alone or in concert with others, TikTok Inc. has advertised, marketed, and distributed the TikTok social media platform to consumers throughout the United States. At all times material to this Complaint, acting alone or in concert with ByteDance Inc., TikTok Inc. formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint.

35. Defendant ByteDance Inc. ("ByteDance") is a Chinese company that has incorporated in Delaware, with its principal place of business in Mountain View, California. ByteDance transacts or has transacted business in this District and throughout the United States. At all times material to this Complaint, acting alone or in concert with others, ByteDance has advertised, marketed, and distributed the TikTok social media platform to consumers throughout the United States. At all times material to this Complaint, acting alone or in concert with TikTok Inc., ByteDance formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint.

E. YouTube Defendants (Alphabet Inc., XXVI Holdings, Google, and YouTube)

36. Defendant Alphabet Inc. is a Delaware corporation with its principal place of business in Mountain View, California. Alphabet Inc. is the sole stockholder of XXVI Holdings Inc.

37. Defendant XXVI Holdings Inc. is a Delaware corporation with its principal place of business in Mountain View, California. XXVI Holdings, Inc. is a wholly owned subsidiary of Alphabet Inc. and the managing member of Google LLC ("Google").

38. Defendant Google is a limited liability company organized under the laws of the state of Delaware, and its principal place of business is in Mountain View, California. Google LLC is a wholly owned subsidiary of XXVI Holdings Inc., and the managing member of YouTube, LLC. Google LLC transacts or has transacted business in this District and throughout the United States. At all times material to this Complaint, acting alone or in concert with others, Google LLC has advertised, marketed, and distributed its YouTube video sharing platform to consumers throughout the United States. At all times material to this Complaint, acting alone or in concert with YouTube, LLC, Google LLC formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint.

39. Defendant YouTube, LLC is a limited liability company organized under the laws of the state of Delaware, and its principal place of business is in San Bruno, California.

YouTube, LLC is a wholly owned subsidiary of Google LLC. YouTube, LLC transacts or has transacted business in this District and throughout the United States. At all times material to this Complaint, acting alone or in concert with Defendant Google LLC, YouTube, LLC has advertised, marketed, and distributed its YouTube social media platform to consumers throughout the United States. At all times material to this Complaint, acting alone or in concert with Google LLC, YouTube, LLC formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint.

IV. FACTUAL ALLEGATIONS

A. Millions of Minors Have Become Addicted to Social Media

40. According to a Harvard University study, the effect social media has on the brain exploits "the same neural circuitry" as "gambling and recreational drugs to keep consumers using their products as much as possible."[8]

41. As described at length herein, each Defendant designed and marketed their exploitive social media platform to be extremely popular among minors. Ninety percent of children ages 13–17 use social media.[9] Younger children also regularly use social media. One study reported 38 percent of children ages 8–12 used social media in 2021.[10] Other studies reveal numbers as high as 49 percent of children ages 10–12 use social media, and 32 percent of children ages 7–9 use social media.[11]

42. The most popular of these platforms is YouTube. A vast majority, 95 percent, of children ages 13-17 have used YouTube.[12]

---

[8] Addiction Center, *Social Media Addiction*, https://www.addictioncenter.com/drugs/social-media-addiction/ (last visited Mar. 30, 2022)

[9] *Social Media and Teens*, Am. Acad. Child & Adolescent Psychiatry (Mar. 2018), 23 https://www.aacap.org/AACAP/Families_and_Youth/Facts_for_Families/FFF-Guide/Social-Media-and-Teens-100.aspx. (last visited Mar. 30, 2023)

[10] Victoria Rideout et al., *The Common Sense Census: Media Use by Tweens and Teens*, 2021 at 5, Common Sense Media (2022), https://www.commonsensemedia.org/sites/default/files/research/report/8-18-census-integrated-report-final-web_0.pdf. (last visited Mar. 30, 2023)

[11] *Sharing Too Soon? Children and Social Media Apps,* C.S. Mott Child.'s Hosp. Univ. Mich. Health (Oct. 18,2021), https://mottpoll.org/reports/sharing-too-soon-children-and-social-media-apps

[12] Emily Vogels et al., *Teens, Social Media and Technology 2022*, Pew Rsch. Ctr. (Aug. 10, 2022),https://www.pewresearch.org/internet/2022/08/10/teens-social-media-and-technology-2022/.

43. As of July 2020, "TikTok classified more than a third of its 49 million daily users in the United States as being 14 years old or younger[,]" and that likely underestimates those under 14 and older teenagers (i.e., those between 15 and 18 years old) because TikTok claims not to know how old a third of its daily users are.[13] TikTok is now the second most popular social media platform with over 67 percent of children ages 13–17 having used the app.[14]

44. Instagram also is wildly popular amongst minors, with 62 percent of children ages 13–17 reporting they have used the platform.[15]

45. Snapchat also is popular with minors, with 59 percent of children ages 13–17 reporting they have used the platform. [16]

46. Facebook is among the five most popular social media platforms, with 32 percent of children ages 13–17 reporting they have used the Facebook platform.[17]

47. Teenagers who use these social media platforms are also likely to use them every day. One study estimates that 62 percent of children ages 13–18 use social media every day.[18] An increasing number of younger children also use social media daily with 18 percent of children ages 8–12 reporting using a social media site at least once a day.[19]

48. In fact, another study found that some teenagers never stop looking at social media.[20]

49. Almost 20 percent of teens use YouTube almost constantly.[21] TikTok and Snapchat are close behind, with near constant use rates among teens at 16 percent and 15 percent

---

[13] Raymond Zhong & Sheera Frenkel, *A Third of TikTok's U.S. Users May Be 14 or Under, Raising Safety Questions,* N.Y. Times (Sept. 17, 2020), https://www.nytimes.com/2020/08/14/technology/tiktok-underage-users-ftc.html.

[14] 12 Emily Vogels et al., *Teens, Social Media and Technology 2022*, Pew Rsch. Ctr. (Aug. 10, 2022),https://www.pewresearch.org/internet/2022/08/10/teens-social-media-and-technology-2022/.

[15] *Id.*

[16] *Id.*

[17] *Id.*

[18] Victoria Rideout et al., *The Common Sense Census: Media Use by Tweens and Teens*, 2021 at 4, Common Sense Media (2022), https://www.commonsensemedia.org/sites/default/files/research/report/8-18-census-integrated-report-final-web_0.pdf.

[19] 17 Id. at 5.

[20] 19 Emily Vogels et al., *Teens, Social Media and Technology 2022*, Pew Rsch. Ctr. (Aug. 10, 2022), https://www.pewresearch.org/internet/2022/08/10/teens-social-media-and-technology-2022/.

[21] *Id.*

respectively.[22] Meanwhile, 10 percent of teens use Instagram almost constantly.[23] And two percent of teens report using Facebook almost constantly.[24]

50. Teenagers are aware of the hold social media has on their lives, but they cannot stop using it. Thirty-six percent of teenagers admit they spend too much time on social media.[25] And over half of teens say that giving up social media would be somewhat hard, with nearly one-in-five teens saying giving up social media would be very hard.[26] And of the subgroup of teenagers who use at least one platform "almost constantly," 71 percent said giving up social media would be hard, with 32 percent saying giving up social media would be very hard.[27]

51. Due to the excessive overuse of Defendants' platforms, minors become accustomed to and even addicted to checking them. Teenagers who characterize themselves as spending too much time on social media are almost twice as likely to say that giving up social media would be hard, as teens who see their social media usage as about right.[28]

52. Another study shows that among teenagers who regularly use social media, 32 percent "wouldn't want to live without" YouTube.[29] Twenty percent of teenagers said the same about Snapchat; 13 percent said the same about both TikTok and Instagram; and 6 percent said the same about Facebook.[30]

53. Despite using social media frequently, most minors do not enjoy it. In a study conducted using data collected since 2015, Only 27 percent of boys and 42 percent of girls ages 8–18 reported enjoying social media "a lot" in 2021.[31]

---

[22] *Id.*
[23] *Id.*
[24] *Id.*
[25] *Id.*
[26] *Id.*
[27] *Id.*
[28] *Id.*
[29] Victoria Rideout et al., *Common Sense Census: Media use by tweens and teens, 2021* at 31, Common Sense Media (2022), 00.
[30] *Id.*
[31] *Id.* at 34.

54. A University of Michigan Mott Poll conducted in October, 2021 suggested that schools should be an integral part of addressing overuse of social media and unsafe use—placing a financial burden on schools.[32]

B. Research Has Confirmed Using Social Media Harms Minors

55. Social media use—especially excessive use—has severe and wide-ranging effects on youth mental health. Social media use is linked to increases in mental, emotional, developmental, and behavior disorders. Defendants are aware of this, as independent research and internal data from Defendants' platforms show social media has a direct negative impact on teenagers' mental health on several fronts.

56. In general, electric screen use causes lower psychological well-being.[33] This link is especially evident among adolescents. Those with high screen time are twice as likely to receive diagnoses of depression, anxiety, or need treatment for mental or behavior health conditions compared to low screen time users.[34]

52. Increased social media use increases depressive symptoms, suicide-related outcomes, and suicide rates among adolescents.[35] One reason this is true is because it encourages unhealthy social comparison and feedback seeking behaviors.[36] Because adolescents spend a majority of their time on social media looking at other users' profiles and photos, they are likely

---

[32] C.S. Mott Children's Hospital, Univ. of Mich. Health, *Sharing Too Soon? Children and Social Media Apps* (Oct. 18, 2021), https://mottpoll.org/reports/sharing-too-soon-children-and-social-media-apps (last visited Mar. 21, 2023).

[33] Jean M. Twenge & W. Keith Campbell, *Associations between screen time and lower psychological well-being among children and adolescents: Evidence from a population-based study,* 12 Prev. Med. Rep. 271–83 (2018), https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6214874/; Ariel Shensa *et al.*, *Social Media Use and Depression and Anxiety Symptoms: A Cluster Analysis*, 42(2) Am. J. Health Behav. 116–28 (2018), 18 https://www.ncbi.nlm.nih.gov/pmc/articles/PMC5904786/.

[34] Jean M. Twenge & W. Keith Campbell, *Associations between screen time and lower psychological well-being among children and adolescents: Evidence from a population-based study*, 12 Prev. Med. Rep. 271–83 (2018), https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6214874/.

[35] Jean M. Twenge et al., *Increases in Depressive Symptoms, Suicide-Related Outcomes, and Suicide Rates Among U.S. Adolescents After 2010 and Links to Increased New Media Screen Time,* 6 Clinical Psych. Sci. 3–17 (2017), https://doi.org/10.1177/2167702617723376.

[36] Jacqueline Nesi & Mitchell J Prinstein, *Using Social Media for Social Comparison and Feedback-Seeking: Gender and Popularity Moderate Associations with Depressive Symptoms*, 43 J. Abnormal Child Psych. 1427–38 (2015), https://www.ncbi.nlm.nih.gov/pmc/articles/PMC5985443/.

to engage in negative comparisons with their peers.[37] Specifically, adolescents are likely to engage in harmful upward comparisons with others they perceive to be more popular.[38]

53. Clinicians have also observed a clear relationship between social media use and disordered eating behavior in minors.[39] The more social media accounts an adolescent has, the greater disordered eating behaviors they exhibit. Additionally, research shows the more time young girls spend on social media platforms, such as Instagram and Snapchat, the more likely they are to develop disordered eating behaviors.[40]

54. Social media use has also caused an increase in cyberbullying. The more time an individual, especially males, spend on social media, the more likely they are to commit acts of cyberbullying.[41] Cyberbullying is now so common that most American teens, 59 percent, have experienced some form of cyberbullying.[42] This number includes 42 percent of teens experiencing name calling; 32 percent being subject to false rumors; 25 percent receiving an unsolicited explicit image; 21 percent being subject to online stalking; 16 percent receiving physical threats online; and 7 percent having had explicit images of them shared without their consent.[43]

55. Social media use also contributes to sleep deprivation. Young adults who spend excessive time on social media during the day or check it frequently throughout the week are

---

[37] *Id.*; see also Nino Gugushvili et al., *Facebook use intensity and depressive symptoms: a moderated mediation model of problematic Facebook use, age, neuroticism, and extraversion* at 3, BMC Psych. 10, 279 (2022), https://doi.org/10.1186/s40359-022-00990-7 (explaining that youth are particularly vulnerable because they "use social networking sites for construing their identity, developing a sense of belonging, and for comparison with others").

[38] *Id.*

[39] Simon M. Wilksch et al., *The relationship between social media use and disordered eating in young adolescents*, 53 Int'l J. Eating Disorders 96–106 (2020), https://pubmed.ncbi.nlm.nih.gov/31797420/.

[40] *Id.*

[41] Amanda Giordano et al., *Understanding Adolescent Cyberbullies: Exploring Social Media Addiction and Psychological Factors*, 7(1) J. Child & Adolescent Counseling 42–55 (2021), https://www.tandfonline.com/doi/abs/10.1080/23727810.2020.1835420?journalCode=ucac20.

[42] Monica Anderson, A Majority of Teens Have Experienced Some Form of Cyberbullying, Pew Rsch. Ctr. (Sept. 27, 2018), https://www.pewresearch.org/internet/2018/09/27/a-majority-of-teens-have-experienced-some-form-of-cyberbullying/.

[43] *Id.*

more likely to suffer sleep disturbances than their peers who use social media infrequently.[44] In turn, disturbed and insufficient sleep is associated with poor health outcomes.[45]

56. Defendants exacerbate the disruption of sleep by sending push notifications and emails either at night when children should be sleeping or during school hours when they should be studying, thereby encouraging children to re-engage with Defendants' platforms at times when using them is harmful to their health and well-being.[46]

57. Further, children are especially vulnerable to developing harmful behaviors because their prefrontal cortex is not fully developed. [47] Consequently, they find it particularly difficult to exercise the self-control required to regulate their own use of Defendants' platforms. In this regard, self-regulation allows people to delay gratification, postponing an immediate reward for a better reward later. Adolescents' low capacity for self-regulation means they are particularly vulnerable to the immediately pleasurable, but ultimately harmful, effects of the repeated dopamine spikes caused by an external stimulus, such as "likes" that activate the reward system in the brain.[48]

58. Defendants' reward-based learning systems "contribute to the maintenance of excessive usage patterns."[49]

59. With respect to this, minors are especially vulnerable to long-term harm from Defendants' platforms because excessive and problematic use can disrupt the development of their cognitive function and their brains at a critical stage.

---

[44] Jessica C. Levenson et al., The Association Between Social Media Use and Sleep Disturbance Among Young Adults, 85 Preventive Med. 36–41 (Apr. 2016), https://www.sciencedirect.com/science/article/abs/pii/S0091743516000025.

[45] *Id.*

[46] See, e.g., Beatrice Nolan, Kids are waking up in the night to check their notifications and are losing about 1 night's worth of sleep a week, study suggests, Bus. Insider (Sept. 19, 2022), https://www.businessinsider.com/social-media-costing-children-one-night-sleep-study-2022-9 (approximately 12.5% of children report waking up to check social media notifications).

[47] Nino Gugushvili et al., *Facebook use intensity and depressive symptoms: a moderated mediation model of problematic Facebook use, age, neuroticism, and extraversion* at 3, BMC Psych. 10, 279 (2022), https://doi.org/10.1186/s40359-022-00990-7.

[48] *Id.*

[49] *Id.*

C. Defendants' Platforms Have Caused America's Minors to Face a Mental Health Crisis

62. The number of minors using Defendants' social media platforms and the intensity of their use has increased significantly since 2008, which has contributed to a wide range of negative effects on youth mental health.

63. Today, one in five children ages 3–17 in the United States have a mental, emotional, developmental, or behavioral disorder.[50]

64. On December 7, 2021, the United States Surgeon General issued an advisory on the youth mental health crisis.[51] In issuing the advisory, the Surgeon General noted, "[m]ental health challenges in children, adolescents, and young adults are real and widespread. Even before the pandemic, an alarming number of young people struggled with feelings of helplessness, depression, and thoughts of suicide — and rates have increased over the past decade."[52]

65. While the report highlights ways in which the COVID-19 pandemic has exacerbated mental health issues for American youth, it also highlights the mental health challenges youth faced before the pandemic. Specifically, the report notes that before the pandemic, "mental health challenges were the leading cause of disability and poor life outcomes in young people."[53]

66. Before the pandemic, one-in-five children ages 3–17 in the United States had a mental, emotional, developmental, or behavior disorder.[54]

67. From 2009–19, the rate of high school students who reported persistent feelings of sadness or hopelessness increased by 40 percent (to one out of every three kids).[55] The share of kids seriously considering attempting suicide increased by 36 percent and the share creating a

---

[50] *U.S. Surgeon General Issues Advisory on Youth Mental Health Crisis Further Exposed by COVID-19 Pandemic*, U.S. Dep't Health & Hum. Servs. (Dec. 6, 2021), https://www.hhs.gov/sites/default/files/surgeon-general-youth-mental-health-advisory.pdf

[51] *Id.*

[52] *Id.*

[53] *Id.*

[54] *Id.*

[55] Protecting Youth Mental Health: The U.S. Surgeon General's Advisory at 8, U.S. Dep't Health & Hum. Servs. (Dec. 7, 2021), https://www.hhs.gov/sites/default/files/surgeon-general-youth-mental-health-advisory.pdf.

suicide plan increased by 44 percent.[56]

68. From 2007 to 2019, suicide rates among youth ages 10–24 in the United States increased by 57 percent.[57] By 2018, suicide was the second leading cause of death for youth ages 10–24.[58]

69. From 2007 to 2016, emergency room visits for youth ages 5–17 rose 117 percent for anxiety disorders, 44 percent for mood disorders, and 40 percent for attention disorders.[59]

70. This and other data led the American Academy of Pediatrics, the American Academy of Child and Adolescent Psychiatry, and the Children's Hospital Association to join the Surgeon General and declare a national emergency in child and adolescent mental health.[60]

71. President Biden also addressed the mental health crisis Defendants' platforms have caused to minors in his state of the union address in 2022.[61] In that address, he noted that children were struggling from the harms of social media—even before the pandemic—and called on all Americans to "hold social media platforms accountable for the national experiment they're conducting on our children for profit."[62]

D. Defendants Intentionally Market to, Design, and Operate Their Social Media Platforms for Users Who Are Minors

72. The mental health crisis minors are facing today is the direct result of the Defendants' deliberate choices and affirmative actions to design and market their social media platforms to attract minors.

---

[56] *Id.*

[57] *Id.*

[58] AAP-AACAP-CHA Declaration of a National Emergency in Child and Adolescent Mental Health, Am. Acad. Pediatrics (Oct. 19, 2021), https://www.aap.org/en/advocacy/child-and-adolescent-healthy-mental-development/aap-aacap-cha-declaration-of-a-national-emergency-in-child-and-adolescent-mental-health/.

[59] Matt Richtel, A Teen's Journey Into the Internet's Darkness and Back Again, N.Y. Times (Aug. 22, 2022), https://www.nytimes.com/2022/08/22/health/adolescents-mental-health-technology.html.

[60] AAP-AACAP-CHA Declaration of a National Emergency in Child and Adolescent Mental Health, Am. Acad. Pediatrics (Oct. 19, 2021), https://www.aap.org/en/advocacy/child-and-adolescent-healthy-mental-development/aap-aacap-cha-declaration-of-a-national-emergency-in-child-and-adolescent-mental-health/.

[61] President Biden, State of the Union Address (Mar. 1, 2022) (transcript available at https://www.whitehouse.gov/state-of-the-union-2022/).

[62] *Id.*

73. Defendants each run and operate social media platforms. The interactive features Defendants provide on their platforms are similar in many respects. For example, Facebook, Instagram, Snap, TikTok, and YouTube all offer tailored "feeds" of content governed by algorithms (also designed by Defendants) intended to learn the user's interests; ways to publicly express affirmation for such personalized content through "likes," comments, and sharing or reposting the content; and, each is known to copy the designs and features of one another.[63]

74. Defendants' use a tried and true method of profiting from their social media platforms: by selling to advertisers. Defendants collect data on their users' viewing habits and behaviors, and they use that data to sell advertisers to promote their products. Advertisers pay to target advertisements to specific categories of users, including minors.

75. Defendants view young, adolescent, and even pre-adolescent users as one of their most valuable commodities, since they are the consumers of their advertisements. Young users are integral to Defendants' business model and advertising revenue, as children are more likely than adults to use social media.

76. Defendants' tactics are working, as 95 percent of children ages 13–17 have cellphones,[64] 90 percent use social media,[65] and 28 percent buy products and services through social media.[66]

77. To profit from minors, Defendants intentionally market their platforms to youths and adolescents. For children under 13, the Children's Online Privacy Protection Act ("COPPA")[67] regulates the conditions under which platforms, like Defendants can collect and use their information.

78. COPPA requires platforms that either target children under age 13 or have actual

---

[63] See, e.g., Kevin Hurler, *For Sites Like Instagram and Twitter, Imitation Is the Only Form of Flattery*, Gizmodo (Aug. 16, 2022), https://gizmodo.com/instagram-tiktok-snapchat-facebook-meta-1849395419.

[64] Emily Vogels et al., *Teens, Social Media and Technology 2022,* Pew Rsch. Ctr. (Aug. 10, 2022), https://www.pewresearch.org/internet/2022/08/10/teens-social-media-and-technology-2022/.

[65] Social Media and Teens, Am. Acad. Child & Adolescent Psychiatry (Mar. 2018),https://www.aacap.org/AACAP/Families_and_Youth/Facts_for_Families/FFF-Guide/Social-Media-and-Teens-100.aspx.

[66] Erinn Murphy et al., *Taking Stock with Teens, Fall 2021* at 13, Piper Sandler (2021), tinyurl.com/89ct4p88.

[67] *See* 15 U.S.C. §§ 6501-6506.

knowledge of users under age 13 to obtain "verifiable parental consent" prior to collecting and using information about children under age 13.[68] Defendants have violated COPPA by leaving users to self-report their age, and having no safeguards in place to verify. Defendants doubled down on profiting from pre-adolescent audiences by offering "kid versions" of their platforms that, while not collecting and using their information, are "designed to fuel [kids'] interest in the grown-up version."[69] Defendants are essentially grooming pre-adolescents to become addicted to their platforms, for profit.

79. Defendants have also intentionally designed and operated their platforms to maximize users' screen time. This has been accomplished by building features and operating their platforms in a manner intended to exploit human psychology using complex algorithms driven by advanced artificial intelligence and machine-learning systems. Defendants have adapted their platforms in ways that promote excessive and problematic use, and they have done so in ways known to be harmful to children.

80. An example of how Defendants maximize the time users spend on their platforms involves the design of feeds. These feeds include photos, videos, and/or sponsored or promoted content. Each feed uses an algorithm to curate content for users to consume endlessly. Google's former design ethicist, Tristan Harris, explained that this never-ending stream is designed to "keep [users] scrolling, and purposely eliminate any reason for [them] to pause, reconsider or leave."[70] Defendants' feeds take "an experience that was bounded and finite, and turn it into a bottomless flow that keeps going."[71] This "flow state," as psychologists describe it, "fully immerse[s]" users, distorts their perception of time, and "has been shown to be associated with problematic use of social networking sites."[72]

---

[68] *Id.*

[69] Leonard Sax, *Is TikTok Dangerous for Teens?*, Inst. Fam. Stud. (Mar. 29, 2022), https://ifstudies.org/blog/is-tiktok-dangerous-for-teens-.

[70] Von Tristan Harris, The Slot Machine in Your Pocket, Spiegel Int'l (July 27, 2016), https://www.spiegel.de/international/zeitgeist/smartphone-addiction-is-part-of-the-design-a-1104237.html.

[71] *Id.*

[72] Gino Gugushvili et al., Facebook use intensity and depressive symptoms: a moderated mediation model of problematic Facebook use, age, neuroticism, and extraversion at 3, BMC Psych. 10, 279 (2022), https://doi.org/10.1186/s40359-022-00990-7.

81. Another way Defendants manipulate users is through social reciprocity. "Reciprocity," in this context means the powerful social phenomenon of how people respond to positive or hostile actions. Reciprocity means that in response to friendly actions, people respond in a friendly manner and vice versa.[73]

82. Reciprocity is a known and widely used tactic of Defendants. It is why Facebook and Snapchat automatically tell a "sender when you 'saw' their message, instead of letting you avoid disclosing whether you read it. As a consequence, you feel more obligated to respond[,]" immediately.[74] That keeps users on the platform or, through push notifications—another dangerous tool—users feel psychologically compelled to return to and use the platform.

83. Additionally, Defendants manipulate users to keep using or returning to their platforms through the use of intermittent variable rewards ("IVR"). One commonly known example of IVR is slot machines.[75] Slot machines, like Defendants' platforms, are designed to provide an intermittent reward that varies in value. IVR produces a dopamine response in the brain of the consumer, which in turn develops anticipation and craving. IVR is the fundamental way that gambling creates addiction, and it is used by Defendants to promote the same desire in a consumer's brain to use their platforms.

84. Defendants use IVR heavily in the design and operations of their platforms by "link[ing] a user's action (like pulling a lever) with a variable reward."[76] For example, when "we swipe down our finger to scroll the Instagram feed, we're playing a slot machine to see what photo comes next."[77] The platform also delays the time it takes to load the feed. "This is because

---

[73] Ernst Fehr & Simon Gächter, Fairness and Retaliation: The Economics of Reciprocity, 14(3) J. Econ. Persps. 159–81 (2000), https://www.researchgate.net/profile/Ernst-Fehr-2/publication/23756527_Fairness_and_Retaliation_The_Economics_of_Reciprocity/links/5eb024e945851592d6b87d3b/Fairness-and-Retaliation-The-Economics-of-Reciprocity.pdf.

[74] Von Tristan Harris, The Slot Machine in Your Pocket, Spiegel Int'l (July 27, 2016),https://www.spiegel.de/international/zeitgeist/smartphone-addiction-is-part-of-the-design-a-1104237.html.

[75] See, e.g., Julian Morgans, *The Secret Ways Social Media is Built for Addiction*, Vice (May 17, 2017), https://www.vice.com/en/article/vv5jkb/the-secret-ways-social-media-is-built-for-addiction.

[76] Von Tristan Harris, *The Slot Machine in Your Pocket*, Spiegel Int'l (July 27, 2016), https://www.spiegel.de/international/zeitgeist/smartphone-addiction-is-part-of-the-design-a-1104237.html.

[77] *Id.*

without that three-second delay, Instagram wouldn't feel variable."[78] Without that delay, there would be no time for users' anticipation to build. In slot machine terms, there would be "no sense of will I win? because you'd know instantly. So the delay isn't the app loading. It's the cogs spinning on the slot machine."[79] Each of the Defendants' platforms exploits this biochemical reaction among its users, typically using "likes," "hearts," a thumbs up, or other forms of approval that serve as the reward.

85. As discussed above, Defendants specifically target minors. "Everyone innately responds to social approval, but some demographics, in particular teenagers, are more vulnerable to it than others."[80]

86. Minors are especially vulnerable both to the ways in which Defendants manipulate users to maximize their "watch time," and to the resulting harms. Children's brains undergo a fundamental shift around age 10 that makes "preteens extra sensitive to attention and admiration from others."[81]

87. In adolescence, the structures of the brain "closely tied" to social media activity and that drive instinctual behavior begin to change.[82] The ventral striatum is one of those structures. It receives a rush of dopamine and oxytocin, known as the "happy hormones[,]" whenever we experience social rewards.[83] Between the ages of 10 and 12, the receptors for those happy hormones begin to multiply in this region of the brain, which makes compliments on a new hairstyle, laughter from a classmate, or other social rewards "start to feel a lot more satisfying."[84]

---

[78] Julian Morgans, *The Secret Ways Social Media is Built for Addiction*, Vice (May 17, 2017), https://www.vice.com/en/article/vv5jkb/the-secret-ways-social-media-is-built-for-addiction.
[79] *Id.*
[80] Von Tristan Harris, *The Slot Machine in Your Pocket*, Spiegel Int'l (July 27, 2016), https://www.spiegel.de/international/zeitgeist/smartphone-addiction-is-part-of-the-design-a-1104237.html.
[81] Zara Abrams, *Why young brains are especially vulnerable to social media*, Am. Psych. Ass'n (Aug. 25, 2022), https://www.apa.org/news/apa/2022/social-media-children-teens.
[82] *Id.*
[83] *Id.*
[84] *Id.*

88. Prior to the rise of social media, these biological changes incentivized children to develop healthy social skills and connections. "But arriving at school in a new pair of designer jeans, hoping your crush will smile at you in the hallway, is worlds away from posting a video on TikTok that may get thousands of views and likes," according to Mitch Prinstein, Chief Science Officer for the American Psychology Association.[85]

89. Part of what makes the "interactions so different,"[86] is that they are often permanent and public in nature. There is no public record tracking the number of consecutive days you have spoken to someone, like there is for Snap "streaks." Similarly, "[a]fter you walk away from a regular conversation, you don't know if the other person liked it, or if anyone else liked it[.]"[87] On Defendants' platforms, kids, their friends, and even complete strangers can publicly deliver or withhold social rewards in the form of likes, comments, views and follows.[88]

90. These social rewards release dopamine and oxytocin in the brains of children and adults alike, but there are two key differences, as Chief Science Officer Prinstein explained: "First, adults tend to have a fixed sense of self that relies less on feedback from peers. Second, adults have a more mature prefrontal cortex, an area that can help regulate emotional responses to social rewards."[89]

91. Minors, by contrast, are in a "period of personal and social identity formation," much of which "is now reliant on social media."[90]"Due to their limited capacity for self-regulation and their vulnerability to peer pressure," adolescents "are at greater risk of developing mental disorder."[91]

---

[85] *Id.*
[86] *Id.*
[87] *Id.*
[88] *Id.*
[89] *Id.*
[90] Betul Keles et al., *A systematic review: the influence of social media on depression, anxiety and psychological distress in adolescents*, Int'l J. Adolescence & Youth (202) 25:1, 79–93 (Mar. 3, 2019), https://www.researchgate.net/publication/331947590_A_systematic_review_the_influence_of_social_media_on_depression_anxiety_and_psychological_distress_in_adolescents/fulltext/5c94432345851506d7223822/A-systematic-review-the-influence-of-social-media-on-depression-anxiety-and-psychological-distress-in-adolescents.pdf.
[91] *Id.*

92. Together, Defendants have designed, promoted, marketed, and operated their social media platforms to maximize the number of minors who use their platforms and the time they spend on those platforms. Despite knowing that social media inflicts harms on children, Defendants have continued to create more advanced and adapted versions of their platforms with features curated to keep users engaged and maximize the amount of time they spend using their platforms. Defendants' conduct in designing and marketing exploitive and manipulative platforms, minors spend excessive amounts of time on Defendants' platforms.

93. Defendants' campaigns and design were wildly successful. Most teenagers use the same five social media platforms: YouTube, TikTok, Instagram, Snapchat, and Facebook.[92] Each of these platforms individually represents that they have a high numbers of teenage users.

1. Meta Intentionally Marketed to and Designed Their Social Media Platforms for Minor Users, Substantially Contributing to the Mental Health Crisis

a) The Meta Platform

94. The Meta platform, including Facebook and Instagram, are among the most popular social networking platforms in the world, with more than 3.6 billion users worldwide. [93]

(i) Facebook

95. Facebook is a social networking platform included in Meta.

96. Since its release in 2004, Facebook has become the largest social network in the world. As of October 2021, Facebook had approximately 2.9 billion monthly active users, approximately 2 billion of whom use Facebook every day.[94]

97. When Facebook was first released, it was not widely used, initially. Only students at certain colleges and universities could use the social media platform, and verification of college enrollment was required for access.

---

[92] Emily Vogels et al., *Teens, Social Media and Technology* 2022, Pew Rsch. Ctr. (Aug. 10, 2022), https://www.pewresearch.org/internet/2022/08/10/teens-social-media-and-technology-2022/.

[93] Felix Richter, Meta Reaches 3.6 Billion People Each Month, Statista (Oct. 29, 2021), https://www.statista.com/chart/2183/facebooks-mobile-users/.

[94] See id.; S. Dixon, Number of Daily Active Facebook Users Worldwide as of 3rd Quarter 2022 (in Millions), Statista (Oct. 27, 2022), https://www.statista.com/statistics/346167/facebook-global-dau/.

98. In 2005, Facebook expanded and became accessible to students at additional universities around the world, after which Meta launched a high school version of Facebook that also required an invitation to join. In the early stages, exclusivity rather than profit was the focus.

99. Meta slowly expanded eligibility for Facebook to add additional users to its network.

100. In September 2006, Facebook became available to all internet users. Meta initially claimed that it was open only to persons aged 13 and older with a valid email address; however, on information and belief, Meta did not require any verification of a user's age or identity, and did not actually verify users' email addresses, so underage users could easily register an account with and access Facebook.

101. Facebook then underwent a series of changes aimed at increasing user engagement, profits and platform growth, without regard to user safety, including the following:

(a) In 2009, Facebook launched the "like" button;

(b) In 2011, Facebook launched Messenger, its direct messaging service, and started allowing people to subscribe to non-friends. In essence, Facebook Messenger can be used just like texting;

(c) In 2012, advertisements appeared on Facebook news feed and a real-time bidding system was launched through which advertisers could bid on users based on their visits to third-party websites;

(d) In 2014, Facebook's facial recognition algorithm (DeepFace) reached precise accuracy in identifying faces;

(e) In 2015, Facebook made significant changes to its news feed algorithm to determine what content to show users, and launched its live-streaming service;

(f) In 2016, Facebook launched games for its social media platform, so that users could play games without having to leave the platform; and

(g) In 2017, Facebook launched Facebook Creator, an app for mobile video posts, which assists with content creation.

(ii) Instagram

102. Instagram is a social media platform that launched in 2010, which Meta acquired for $1 Billion in April, 2012.

103. Instagram allows users to share photos and videos with other users, and to view other users' photos and videos. These photos and videos appear on users' Instagram "feeds," which are endless.

104. After being acquired by Meta, Instagram experienced huge user growth, from approximately 10 million monthly active users in September 2012 to more than one billion monthly active users worldwide today, including approximately 160 million users in the United States.[95]

105. The number of Instagram users continues to climb, and it has been projected to reach nearly one-third of the world's internet users by 2025. "In 2021, there were 1.21 billion monthly active users of Meta's Instagram, making up over 28 percent of the world's internet users. By 2025, it has been forecast that there will be 1.44 billion monthly active users of the social media platform, which would account for 31.2 percent of global internet users."[96]

106. Instagram's user growth was driven by design and development changes to the Instagram platform that increased engagement at the expense of the health and well-being of Instagram's users—especially the children using the platform.

107. Instagram continued its addictive methods when in August 2020, Instagram began promoting and recommending short videos to users, called Reels.[97] Like TikTok, Instagram allows users to view an endless feed of Reels that are recommended and curated to users by Instagram's algorithm.

108. Instagram has become the most popular photo sharing social media platform

---

[95] S. Dixon, Number of Instagram Users Worldwide from 2020 to 2025 (in Billions), Statista (May 23, 2022), https://www.statista.com/statistics/183585/instagram-number-of-global-users/.

[96] S. Dixon, *Number of Instagram Users Worldwide from 2020 to 2025* (in Billions), Statista (Feb. 15, 2023), https://www.statista.com/statistics/183585/instagram-number-of-global-users/.

[97] Introducing Instagram Reels, Instagram (Aug. 5, 2020), https://about.instagram.com/blog/announcements/introducing-instagram-reels-announcement.

among children in the United States. According to a Pew research study from 2021, approximately 72 percent of children aged 13–17 in the United States use Instagram.[98]

b. Meta Targets Minors

109. To maximize the revenue generated from advertisers, Meta has expended significant effort to attract minors, including teens and preteens, to its platforms by designing features that appeal to them. Meta also views teenagers as a way to attract other potential users, for example by using teenagers to recruit parents who want to participate in their children's lives as well as younger siblings who look to older siblings as models for which social media platforms to use and how to use them.[99]

109. Meta explicitly targets minors. An internal Instagram marketing plan shows that Meta is aware "[i]f we lose the teen foothold in the U.S. we lose the pipeline" for growth.[100] To ensure that did not happen, Meta's Instagram devoted almost all of its $390 million annual marketing budget for 2018 to target teenagers.[101]

110. Meta also views preteens as a "valuable but untapped audience," even contemplating "exploring playdates as a growth lever."[102] Meta formed a team to study preteens, designed more products designed for them, and focused their strategy on the "business opportunities" created.[103]

111. The Meta platforms are designed to be used by children and are actively marketed to children throughout the United States. Internal Meta documents establish that Meta spends hundreds of millions of dollars researching, analyzing, and marketing to children to find ways to make its platforms more appealing to these age groups and to maximize the time children spend

---

[98] Katherine Schaeffer, *7 Facts About Americans and Instagram*, Pew Rsch. Ctr. (Oct. 7, 2021), https://www.pewresearch.org/fact-tank/2021/10/07/7-facts-about-americans-and-instagram/.

[99] Sheera Frenkel et al., *Instagram Struggles with Fears of Losing Its 'Pipeline': Young Users*, N.Y. Times (Oct. 26, 2021), https://www.nytimes.com/2021/10/16/technology/instagram-teens.html.

[100] Id.

[101] *Id.*

[102] *Id.*

[103] Georgia Wells & Jeff Horwitz, *Facebook's Effort to Attract Preteens Goes Beyond Instagram Kids, Documents Show; It has investigated how to engage young users in response to competition from Snapchat, TikTok; 'Exploring playdates as a growth lever,* Wall St. J. (Sept. 28, 2021), https://www.wsj.com/articles/facebook-instagram-kids-tweens-attract-11632849667 (Last visited Mar. 21, 2023).

on its platforms, as these age groups are seen as essential to Meta's long-term profitability and market dominance.[104] For instance, after Instagram's founders left Meta in September 2018, "Facebook went all out to turn Instagram into a main attraction for young audiences," and "began concentrating on the 'teen time spent' data point," in order to "drive up the amount of time that teenagers were on the app with features including Instagram Live, a broadcasting tool, and Instagram TV, where people upload videos that run as long as an hour."[105]

112. Similarly, Instagram's popularity among young people is the direct result of Meta's deliberate efforts to target children—which in turn is driven by the desire of advertisers and marketers to target children on Meta's platforms. In fact, Meta's acquisition of Instagram was primarily motivated by its desire to make up for declines in the use of Facebook by children, and Meta views Instagram as central to its ability to attract and retain young audiences. A 2018 internal Meta marketing report exposes this, bemoaning the loss of teenage users to competitors' platforms as "an existential threat."[106] In contrast, a Meta presentation from 2019 indicated that "Instagram is well positioned to resonate and win with young people," and "[t]here is a path to growth if Instagram can continue their trajectory."[107]

113. With respect to pre-teens, Meta's policy is that they cannot register an account, but it knowingly disregards and fails to enforce this policy. Since at least 2011, Meta has known that its age-verification protocols are largely inadequate, estimating at that time that it removed 20,000 children under age 13 from Facebook every day.[108] In 2021, Adam Mosseri, the Meta

---

[104] *Id.*

[105] Sheera Frenkel et al., *Instagram Struggles with Fears of Losing Its 'Pipeline': Young Users*, N.Y. Times (Oct. 26, 2021), https://www.nytimes.com/2021/10/16/technology/instagram-teens.html.

[106] *Id.*

[107] Georgia Wells et al., *Facebook Knows Instagram Is Toxic for Teen Girls, Company Documents Show; Its own in-depth research shows a significant teen mental-health issue that Facebook plays down in public*, Wall St. J. (Sept. 14, 2021), https://www.wsj.com/articles/facebook-knows-instagram-is-toxic-for-teen-girls-company-documents-show-11631620739.

[108] Austin Carr, *Facebook Booting "20,000" Underage Users Per Day: Reaction to Growing Privacy Concerns?*, Fast Co. (Mar. 22, 2011), https://www.fastcompany.com/1741875/facebook-booting-20000-underage-users-day-reaction-growing-privacy-concerns.

executive in charge of Instagram, acknowledged users under 13 can still "lie about [their] age now," to register an account.[109]

114. Meta has yet to implement protocols to verify a users' age, likely due to the fact it has strong business incentives not to. Meta also has agreements with cell phone manufacturers and/or providers and/or retailers, who often pre-install its platforms on mobile devices prior to sale and without regard to the age of the intended user of each such device. That is, even though Meta is prohibited from providing the Meta platforms to users under the age of 13, Meta knowingly and actively promotes and provides underage users access to its platforms by encouraging and allowing cell phone manufacturers to pre-install the platforms on mobile devices indiscriminately. Consequently, approximately 11 percent of United States children between the ages of 9 and 11 used Instagram in 2020,[110] despite Meta claiming to remove approximately 600,000 underage users per quarter.[111]

115. Meta's efforts to attract young users have been successful.

c. Meta Intentionally Maximizes the Times Users Spend on its Platforms

116. The Meta platforms are designed to maximize time spent on the platform, utilizing features that exploit the natural human need for social interaction and the neurophysiology of the brain's reward systems to keep users endlessly scrolling, posting, "liking," commenting, and returning to the app to check engagement on their posts. Minors' brains, which are in developmental stages, are especially vulnerable to such misuse.

117. One of the ways in which Meta employs IVR is through its push notifications, which promote habitual use and are designed to prompt users to open the app and be exposed to content selected to maximize the use of Meta's platforms. In particular, Meta purposefully delays

---

[109] Georgia Wells & Jeff Horwitz, *Facebook's Effort to Attract Preteens Goes Beyond Instagram Kids, Documents Show; It has investigated how to engage young users in response to competition from Snapchat, TikTok; 'Exploring playdates as a growth lever*, Wall St. J. (Sept. 28, 2021), https://www.wsj.com/articles/facebook-instagram-kids-tweens-attract-11632849667.

[110] Brooke Auxier et al., *Parenting Children in the Age of Screens*, Pew Rsch. Ctr. (July 28, 2020), https://www.pewresearch.org/internet/2020/07/28/childrens-engagement-with-digital-devices-screen-time/.

[111] Georgia Wells & Jeff Horwitz, *Facebook's Effort to Attract Preteens Goes Beyond Instagram Kids, Documents Show; It has investigated how to engage young users in response to competition from Snapchat, TikTok; 'Exploring playdates as a growth lever,* Wall St. J. (Sept. 28, 2021), https://www.wsj.com/articles/facebook-instagram-kids-tweens-attract-11632849667.

notifications of likes and comments into notifying in several bursts rather than notifying users in real time, so as to create dopamine responses that leave users craving more and promoting addiction. Meta's push notifications are specifically designed to manipulate users into to reengaging with Meta's platforms to increase user engagement regardless of a user's age.

118. Meta also exploits IVR to manipulate users with one of its most defining features: the "Like" button. Meta is aware that "Likes" are a source of social comparison harm for many users, as detailed below. Several former Meta employees involved in creating the Like button have spoken publicly about the manipulative nature of Meta's platforms and the harm they cause users.[112]

119. Additionally, Meta designed other features of its platforms on IVR principles, such as posts, comments, tagging, and the "pull to refresh" feature, which enables a user to scroll endlessly through content.

120. Other design decisions were motivated by social reciprocity, such as the use of visual cues to reflect that someone is currently typing a response to a message, which keeps the user on the platform longer awaiting the message response, and providing read receipts for messages.

121. The Meta platforms are designed to encourage users to post content and to interact with other users' posts. Each new post that appears on a user's feed functions as a dopamine-producing social interaction in the user's brain. Similarly, likes, comments, and other interactions with user's posts function as an even stronger dopamine- producing stimulus than does seeing new posts from other users. Thus, users are motivated to post content they expect will encourage interaction. Meta has purposefully designed its platforms to essentially trap users (especially minors) in endless cycles of "little dopamine loops."[113]

d. Meta's Algorithms Are Manipulative and Harmful

122. Meta designs and employs advanced algorithms and artificial intelligence to

---

[112] See, e.g., Paul Lewis, "'Our minds can be hijacked': the tech insiders who fear a smartphone dystopia", The Guardian (Oct. 6, 2017), https://www.theguardian.com/technology/2017/oct/05/smartphone-addiction-silicon-valley-dystopia (last visited Mar. 23, 2023)

[113] Allison Slater Tate, *Facebook whistleblower Frances Haugen says parents make 1 big mistake with social media*, Today (Feb. 7, 2022), https://www.today.com/parents/teens/facebook-whistleblower-frances-haugen-rcna15256 (last visited Mar. 30, 2023).

keep its platforms as engaging and habit forming as possible. For example, the Meta platforms display curated content and recommendations that are customized to each user by using sophisticated algorithms. The proprietary services developed through such algorithms include: News Feed (a feed of stories and posts published on the platform, some of which are posted by connections/friends and others that are picked by Meta's algorithms), People You May Know (algorithm-based suggestions of persons or accounts), Suggested for You, and Discover (algorithm-based recommendations). Such algorithm-based content and recommendations are presented to each user while the user is on the platform, and through notifications sent to the user's smartphone and email address when the user is not on the platform.

123. Meta's algorithms are not based exclusively on user requests, or even user inputs. Meta's algorithms combine information entered or posted by the user on the platform with the user's demographics and other data points collected and analyzed by Meta, make assumptions about that user's interests and preferences, make predictions about what else might appeal to the user, and then make very specific recommendations of posts and pages to view and groups to visit and join based on rankings that will optimize Meta's key performance indicators. Meta's design dictates the way content is presented, such as its ranking and prioritization.[114]

124. Meta's current use of algorithms in its platforms is driven and designed to maximize user engagement. Recently, Meta has transitioned away from chronological ranking, which organized the interface according to when content was posted or sent, to prioritize Meaningful Social Interactions ("MSI"), which emphasizes users' connections and interactions such as likes and comments and gives greater significance to the interactions of connections that appeared to be the closest to users. Meta developed and employed an "amplification algorithm" to execute engagement-based ranking, which considers a post's likes, shares, and comments, as well as a user's past interactions with similar content, and shows the post in the user's newsfeed if it otherwise meets certain benchmarks.

[114] See, e.g., Adam Mosseri, *Shedding More Light on How Instagram Works*, Instagram (June 8, 2021), https://about.instagram.com/blog/announcements/shedding-more-light-on-how-instagram-works

125. Meta's algorithms secretly operate on the principle that intense reactions compel attention. Because these algorithms measure reactions and contemporaneously immerse users in the most reactive content, these algorithms effectively work to steer users toward the most negative content, because negative content routinely elicits passionate reactions.

126. Due to its focus on user engagement, Meta's algorithms promote content that is objectionable and harmful to many users, including minors. Meta was very aware of the harmful content that it was promoting, yet failed to change its algorithms because the inflammatory content that its algorithms were feeding to users fueled their return to the platforms and led to more engagement—which in turn helped Meta sell more advertisements, and more profit. Meta's algorithms promote harmful content because such content increases user engagement, which thereby increases its appeal to advertisers and increases its overall value and profitability.

127. Meta's shift from chronological ranking to algorithm-driven content and recommendations has changed the Meta platforms in ways that are dangerous and harmful to children, whose psychological susceptibility to habit-forming platforms put them at greater risk of harm from the Meta platforms' exploitive and harmful features. In this regard, the algorithms used by Meta's platforms exploit child users' diminished decision-making capacity, impulse control, emotional maturity, and psychological resiliency caused by users' incomplete brain development—and Meta specifically designs its platforms with these vulnerabilities in mind.

e. Facebook's and Instagram's Harmful "Feeds"

128. Facebook and Instagram feature a primary component which is promoting to each user a "feed" that is generated by an algorithm for that user, which consists of a series of photos, videos, and text posts posted by accounts that the user follows, along with advertising and content specifically selected by algorithms and promoted by Meta.

129. These feeds are endless lists of content that encourage users to scroll continuously without any natural end points, thus making it less likely the user would leave the app. In this regard, "[u]nlike a magazine, television show, or video game," the Meta platforms only rarely

prompt their users to take a break by using "stopping cues."[115] Meta's "bottomless scrolling" feature is designed to encourages users to use its platforms for unlimited periods of time.

130. Meta also controls a user's feed through certain ranking mechanisms, escalation loops, and promotion of advertising and content specifically selected and promoted by Meta based on, among other things, its ongoing planning, assessment, and prioritization of the types of information most likely to increase user engagement.

131. As described above, the algorithms generating a user's feed encourage excessive use and promote harmful content, particularly where the algorithm is designed to prioritize the number of interactions rather than the quality of interactions.

132. Meta utilizes private information of its child users to "precisely target [them] with content and recommendations, assessing what will provoke a reaction," including encouragement of "destructive and dangerous behaviors," which is how Meta "can push teens into darker and darker places."[116] As such, Meta's "amplification algorithms, things like engagement based ranking . . . can lead children . . . all the way from just something innocent like healthy recipes to anorexia promoting content over a very short period of time."[117] Meta thus specifically selects and pushes this harmful content on its platforms, for which it is then paid, and does so both for direct profit and also to increase user engagement, resulting in additional profits down the road.

133. Meta's Instagram platform features a feed of "Stories," which are short-lived photo or video posts that are accessible only for 24 hours. This feature encourages constant, repeated, and compulsive use of Instagram, so that users do not miss out on content before it disappears. As with other feeds, the presentation of content in a user's Stories is generated by an algorithm designed by Meta to maximize the amount of time a user spends on the app.

134. Instagram also features a feed called "Explore," which displays content posted by users not previously "followed." The content in "Explore" is selected and presented by an

---

115 See Zara Abrams, *How Can We Minimize Instagram's Harmful Effects?*, Am. Psych. Ass'n (Dec. 2, 2021), https://www.apa.org/monitor/2022/03/feature-minimize-instagram-effects.

116 See *Facebook Whistleblower Frances Haugen Testifies on Children & Social Media Use: Full Senate Hearing Transcript* at 09:02, Rev (Oct. 5, 2021), https://www.rev.com/blog/transcripts/facebook-whistleblower-frances-haugen-testifies-on-children-social-media-use-full-senate-hearing-transcript

117 *Id.* at 37:34 (statement by Ms. Frances Haugen).

algorithm designed by Meta to maximize the amount of time a user spends on the app. As with other feeds, the Explore feature may be scrolled endlessly, and its algorithm will continually generate new recommendations, encouraging users to use the app for unlimited periods of time.

135. Instagram features a feed called "Reels," which presents short video posts by users not previously followed. These videos play automatically, without input from the user, encouraging the user to stay on the app for indefinite periods of time. As with other feeds, Reels content is selected and presented by an algorithm designed by Meta to maximize the amount of time a user spends on the app.

f. Meta Is Aware That Its Platforms Are Harmful to Minors

136. For years, Meta has been aware that the content it is intentionally promoting to users, including children, is harmful to their physical and mental health, yet failed to mitigate or stop the damage it was perpetuating, due to profit.

137. In an internal slide presentation in 2019, Meta's own researchers studying Instagram's effects on children concluded that "[w]e make body image issues worse for one in three teen girls[.]"[118] This presentation was one of many documents leaked by former Meta employee Frances Haugen to journalists at the Wall Street Journal and federal regulators in 2021.[119] The Wall Street Journal's reporting on the documents began in September 2021 and caused a national and international uproar.

138. The leaked documents confirmed what social scientists have long suspected; that social media platforms like Meta's can cause serious harm to the mental and physical health of children. Moreover, this capacity for harm is by design—what makes the Meta platforms profitable is precisely what harms its young users.

139. Upon information and belief, at least as far back as 2019, Meta initiated a

---

[118] Georgia Wells et al., *Facebook Knows Instagram Is Toxic for Teen Girls, Company Documents Show; Its own in-depth research shows a significant teen mental-health issue that Facebook plays down in public,* Wall St. J. (Sept. 14, 2021), https://www.wsj.com/articles/facebook-knows-instagram-is-toxic-for-teen-girls-company-documents-show-11631620739

[119] See Paul Marsden, *The 'Facebook Files' on Instagram Harms—All Leaked Slides on a Single Page,* Digital Wellbeing (Oct. 20, 2021), https://digitalwellbeing.org/the-facebook-files-on-instagram-harms-all-leaked-slides-on-a-single-page/. See also Dell Cameron et al., *Read the Facebook Papers for Yourself*, Gizmodo (Apr. 18, 2022), https://gizmodo.com/facebook-papers-how-to-read-1848702919.

Proactive Incident Response experiment, which began researching the effect of Meta on the mental health of today's children.[120] Meta's own in-depth analyses show significant mental-health issues stemming from the use of Instagram among teenage girls, many of whom linked suicidal thoughts and eating disorders to their experiences on the app.[121] In this regard, Meta's researchers have repeatedly found that Instagram is harmful for a sizable percentage of teens that use the platform.[122]

140. In particular, the researchers found that "[s]ocial comparison," or peoples' assessment of their own value relative to that of others, is "worse on Instagram" for teens than on other social media platforms.[123] One in five teens reported that Instagram "makes them feel worse about themselves."[124] Roughly two in five teen users reported feeling "unattractive," while one in 10 teen users reporting suicidal thoughts traced them to Instagram.[125] Teens "consistently" and without prompting blamed Instagram "for increases in the rate of anxiety and depression."[126] And although teenagers identify Instagram as a source of psychological harm, they often lack the self-control to use Instagram less. Also, according to Meta's own researchers, young users are not capable of controlling their Instagram use to protect their own health.[127] Such users "often feel 'addicted' and know that what they're seeing is bad for their mental health but feel unable to stop themselves."[128]

141. Similarly, in a March 2020 presentation posted to Meta's internal message board, researchers found that "[t]hirty-two percent of teen girls said that when they felt bad about their bodies, Instagram made them feel worse."[129] Sixty-six percent of teen girls and 40 percent of

---

120 *See Facebook Whistleblower Testifies on Protecting Children Online*, C-SPAN (Oct. 5, 2021), https://www.c-span.org/video/?515042-1/whistleblower-frances-haugen-calls-congress-regulate-facebook.

121 *See Georgia Wells et al., Facebook Knows Instagram Is Toxic for Teen Girls, Company Documents Show*, Wall St. J. (Sept. 14, 2021, 7:59 AM), https://www.wsj.com/articles/facebook-knows-instagram-is-toxic-for-teen-girls-company-documents-show-11631620739?mod=hp_lead_pos7&mod=article_inline.

122 *Id.*

123 *Id.*

124 *Id.*

125 *Id.*

126 *Id.*

127 *Id.*

128 *Id.*

129 *Id.; See also Teen Girls Body Image and Social Comparison on Instagram—An Exploratory Study in the U.S.*, Wall St. J. (Sept. 29, 2021), https://s.wsj.net/public/resources/documents/teen-girls-body-image-and-social-

teen boys have experienced negative social comparison harms on Instagram.[130] Further, approximately 13 percent of teen-girl Instagram users say the platform makes thoughts of "suicide and self harm" worse, and 17 percent of teen-girl Instagram users say the platform makes "[e]ating issues" worse.[131] Meta's researchers also acknowledged that "[m]ental health outcomes" related to the use of Instagram "can be severe," including "Body Dissatisfaction," "Body Dysmorphia," "Eating Disorders," "Loneliness," and "Depression."[132]

142. The leaked documents show that Meta is aware of the harmful nature of its platforms, and the specific design features that lead to excessive use and harm to children. For instance, Meta knows that Instagram's Explore, Feed, and Stories features contribute to social comparison harms "in different ways." Moreover, specific "[a]spects of Instagram exacerbate each other to create a perfect storm" of [133]harm to users, and that the "social comparison sweet spot"—a place of considerable harm to users, particularly teenagers and teen girls—lies at the center of Meta's model and platforms' features.[134] In this regard, Meta's researchers wrote that "[s]ocial comparison and perfectionism are nothing new, but Instagram is 'the reason' why there are higher levels of anxiety and depression in young people."[135]

2. Snapchat Intentionally Marketed to and Designed Its Social Media Platform for Minor Users and Has Substantially Contributed to the Youth Mental Health Crisis

---

comparison-on-instagram.pdf; *see also Hard Life Moments-Mental Health Deep Dive* at 14, Facebook (Nov. 2019), https://about.fb.com/wp-content/uploads/2021/09/Instagram-Teen-Annotated-Research-Deck-1.pdf; Paul Marsden, *The 'Facebook Files' on Instagram harms – all leaked slides on a single page* at slide 14, Dig. Wellbeing (Oct. 20, 2021) https://digitalwellbeing.org/the-facebook-files-on-instagram-harms-all-leaked-slides-on-a-single-page (hard life moment – mental health deep dive)

[130] *Teen Girls Body Image and Social Comparison on Instagram—An Exploratory Study in the U.S.* at 9, Wall St. J. (Sept. 29, 2021), https://s.wsj.net/public/resources/documents/teen-girls-body-image-and-social-comparison-on-instagram.pdf.

[131] *Hard Life Moments-Mental Health Deep Dive* at 14, Facebook (Nov. 2019), https://about.fb.com/wp-content/uploads/2021/09/Instagram-Teen-Annotated-Research-Deck-1.pdf; Paul Marsden, *The Facebook Files' on Instagram arms – all leaked slides on a single page age* at slide 14, Dig. Wellbeing (Oct. 20, 2021), https://digitalwellbeing.org/the-facebook-files-on-instagram-harms-all-leaked-slides-on-a-single-page

[132] *Teen Girls Body Image and Social Comparison on Instagram—An Exploratory Study in the U.S.* at 34, Wall St. J. (Sept. 29, 2021), https://s.wsj.net/public/resources/documents/teen-girls-body-image-and-social-comparison-on-instagram.pdf.

[133] *Id.* at 31.

[134] *Id.* at 31.

[135] *See Hard Life Moments-Mental Health Deep Dive* at 53, Facebook (Nov. 2019), https://about.fb.com/wp-content/uploads/2021/09/Instagram-Teen-Annotated-Research-Deck-1.pdf.

143. Snapchat was created in 2011 by Stanford University students Evan Spiegel and Bobby Murphy, who serve as Snap Inc.'s CEO and CTO respectively.[136]

144. Snapchat started as a photo sharing platform that allows users to form groups and share photos, known as "snaps," that disappear after being viewed by the recipients. Snapchat became well known for this self-destructing content feature. But Snapchat quickly evolved from only functioning as a photo-sharing app, as Snap made design changes and rapidly developed new features targeting teens, which ultimately increased Snapchat's popularity among minors.

145. In 2012, Snap added video sharing capabilities, pushing the number of "snaps" to 50 million per day.[137] A year later, Snap added the "Stories" function, which allows users to upload a rolling compilation of snaps that the user's connections can view for 24 hours.[138] The following year, Snap added a feature that enabled users to communicate with one another in real time "via text or video.[139] It also added the "Our Story" feature, expanding on the original stories function by allowing users in the same location to add their photos and videos to a single publicly viewable content stream.[140] Snap also gave users the capability to add filters and graphic stickers onto photos showing a user's location, through a feature it refers to as "Geofilters."[141]

146. In 2015, Snap added a "Discover" feature that promotes videos from news outlets and other content creators.[142] Users can view content by scrolling through the Discover feed. After the selected video ends, Snapchat automatically plays other video content in a never ending stream until a user manually exits the stream.

---

[136] Katie Benner, *How Snapchat is Shaping Social Media,* N.Y. Times (Nov. 30, 2016), https://www.nytimes.com/2016/11/30/technology/how-snapchat-works.html.

[137] J.J. Colao, *Snapchat Adds Video, Now Seeing 50 Million Photos A Day*, Forbes (Dec. 14, 2012), https://www.forbes.com/sites/jjcolao/2012/12/14/snapchat-adds-video-now-seeing-50-million-photos-a-day/?sh=55425197631b.

[138] Ellis Hamburger, *Snapchat's Next Big Thing: 'Stories' That Don't Just Disappear,* Verge (Oct. 3, 2013), https://www.theverge.com/2013/10/3/4791934/snapchats-next-big-thing-stories-that-dont-just-disappear.

[139] Romain Dillet, *Snapchat Adds Ephemeral Text Chat and Video Calls*, TechCrunch (May 1, 2014), https://techcrunch.com/2014/05/01/snapchat-adds-text-chat-and-video-calls/.

[140] Laura Stampler, *Snapchat Just Unveiled a New Feature,* Time (June 17, 2014), https://time.com/2890073/snapchat-new-feature/.

[141] Angela Moscaritolo, Snapchat Adds 'Geofilters' in LA, New York, PC Mag. (July 15, 2014) https://www.pcmag.com/news/snapchat-adds-geofilters-in-la-new-york.

[142] Steven Tweedie, *How to Use Snapchat's New 'Discover' Feature*, Bus. Insider (Jan. 27, 2015), https://www.businessinsider.com/how-to-use-snapchat-discover-feature-2015-1.

147. In 2020, Snap added the "Spotlight" feature through which it serves users "an endless feed of user-generated content" Snap curates from the 300 million daily Snapchat users.[143]

148. Today Snapchat is one of the largest social media platforms in the world. By its own estimates, Snapchat has 363 million daily users, including 100 million daily users in North America.[144] Snapchat reaches 90 percent of people ages 13–24 in over twenty countries and reaches nearly half of all smartphone users in the United States.[145]

a. Snap Designs and Markets Its Platform to Minors

149. Snapchat's commercial success is due to its advertising. In 2014, Snap began running advertisements on Snapchat.[146] Since then, Snapchat's business model has revolved around its advertising revenue, which has boomed. Snap now expects to generate $4.86 billion in Snapchat advertising revenue for 2022.[147]

150. Snap specifically markets Snapchat to children ages 13–17 because they are a key demographic for Snap's advertising business. Internal documents describe users between the ages pf 13-34 as "critical" to Snap's advertising success because of the common milestones achieved within that age range.[148]

151. In addition to its marketing, Snap has targeted a younger audience by designing Snapchat in a manner that older individuals find hard to use.[149] The effect of this design is that

---

[143] Salvador Rodriguez, *Snap is launching a competitor to TikTok and Instagram Reels*, CNBC (Nov. 23, 2020), https://www.cnbc.com/2020/11/23/snap-launching-a-competitor-to-tiktok-and-instagram-reels.html.

[144] October 2022 Investor Presentation at 5, Snap Inc. (Oct. 20, 2022), https://investor.snap.com/events-and-presentations/presentations/default.aspx.

[145] *Id.* at 6-7

[146] Sara Fischer, *A timeline of Snap's advertising, from launch to IPO*, Axios (Feb. 3, 2017), https://www.axios.com/2017/12/15/a-timeline-of-snaps-advertising-from-launch-to-ipo-1513300279.

[147] Bhanvi Staija, *TikTok's ad revenue to surpass Twitter and Snapchat combined in 2022*, Reuters (Apr. 11, 2022), https://www.reuters.com/technology/tiktoks-ad-revenue-surpass-twitter-snapchat-combined-2022-report-2022-04-11/.

[148] October 2022 Investor Presentation at 27, Snap Inc. (Oct. 20, 2022), https://investor.snap.com/events-and-presentations/presentations/default.aspx.

[149] *See* Hannah Kuchler & Tim Bradshaw, *Snapchat's Youth Appeal Puts Pressure on Facebook*, Fin. Times (Aug. 21, 2017), https://www.ft.com/content/07e4dc9e-86c4-11e7-bf50-e1c239b45787 .

Snapchat is a platform where its young users are insulated from older users, including their teachers and their parents. Snap is well aware of this model, as Snap's CEO boasts, "[w]e've made it very hard for parents to embarrass their children[.]"[150]

152. Snap also designed Snapchat in a way that enables minor users to hide content from their parents by ensuring that photos, videos, and chat messages quickly disappear. This design further insulates children from adult oversight.

153. Moreover, Snap added as a feature the ability for users to create cartoon avatars modeled after themselves.[151] By using an artform generally associated with and directed at younger audiences, Snap further designed Snapchat to attract teenagers and younger children.

154. In 2013, Snap also marketed Snapchat *specifically* to kids under 13 through a feature it named "SnapKidz."[152] This feature—part of the Snapchat platform—allowed children under 13 to take photos, draw on them, and save them locally on the device.[153] Kids could also send these images to others or upload them to other social media sites.[154]

155. Although the SnapKidz feature was later discontinued and Snap claims to now prohibit users under the age of 13, its executives have admitted that its age verification "is effectively useless in stopping underage users from signing up to the Snapchat app."[155] Snap's purported safeguards are nothing more than a façade.

156. Snap's efforts to attract young users have been successful. Teenagers consistently name Snapchat as a favorite social media platform. The latest figures show 13 percent of

---

150 Max Chafkin & Sarah Frier, *How Snapchat Built a Business by Confusing Olds*, Bloomberg (Mar. 3, 2016), https://www.bloomberg.com/features/2016-how-snapchat-built-a-business/.

151 Kif Leswing, *Snapchat just introduced a feature it paid more than $100 million for*, Bus. Insider (July 19, 2016), https://www.businessinsider.com/snapchat-just-introduced-a-feature-it-paid-more-than-100-million-for-2016-7.

152 Larry Magid, *Snapchat Creates SnapKidz – A Sandbox for Kids Under 13*, Forbes (June 23, 2013), https://www.forbes.com/sites/larrymagid/2013/06/23/snapchat-creates-snapkidz-a-sandbox-for-kids-under-13/?sh=7c682a555e5a.

153 *Id.*

154 *Id.*

155 Isobel Asher Hamilton, *Snapchat admits its age verification safeguards are effectively useless*, Bus. Insider Mar. 19, 2019), https://www.businessinsider.com/snapchat-says-its-age-verification-safeguards-are-effectively-useless-2019-3.

children ages 8–12 used Snapchat in 2021, [156] and almost 60 percent of children ages 13–17 use Snapchat.[157]

b. Snap Intentionally Designs and Markets Exploitative Methods to Increase the Time Users Spend on its Platform

158. Snap promotes excessive use of its platform through design features and manipulative algorithms intended to maximize users' screen time.

159. Snap has implemented inherently and intentionally exploitive features into Snapchat, including "Snapstreaks," (tracking and displaying how many consecutive days two users reply to each other) various trophies and reward systems, quickly disappearing messages, and filters. Snap designed these features, along with others, to maximize the amount of time users spend on its platform.

160. Snaps are intended to manipulate users by activating the rule of reciprocation.[158] Whenever a user gets a snap, they feel obligated to send a return snap. Snapchat tells users each time they receive a snap by pushing a notification to the recipient's cellphone. These notifications are designed to motivate users to open Snapchat and view content, increasing the amount of time users spend on Snapchat. Further, because snaps disappear within ten seconds of being viewed, users feel compelled to reply immediately. This disappearing nature of snaps is a defining characteristic of Snapchat and intended keep users on the platform.

161. Snap also keeps users coming back to the Snapchat platform through the Snapstreaks" feature.[159] A "streak" is a counter within Snapchat that tracks how many

---

[156] Victoria Rideout et al., *Common Sense Census: Media use by tweens and teens*, 2021 at 5, Common Sense Media (2022), https://www.commonsensemedia.org/sites/default/files/research/report/8-18-census-integrated-report-final-web_0.pdf.

[157] Emily Vogels et al., *Teens, Social Media and Technology 2022*, Pew Rsch. Ctr. (Aug. 10, 2022), https://www.pewresearch.org/internet/2022/08/10/teens-social-media-and-technology-2022/.

[158] Nir Eyal, *The Secret Psychology of Snapchat*, Nir & Far (Apr. 14, 2015), https://www.nirandfar.com/psychology-of-snapchat/.

[159] See Avery Hartmans, *These are the sneaky ways apps like Instagram, Facebook, Tinder lure you in and get you 'addicted'*, Bus. Insider (Feb. 17 2018), https://www.businessinsider.com/how-app-developers-keep-us-addicted-to-our-smartphones-2018-1#snapchat-uses-snapstreaks-to-keep-you-hooked-13; see generally Virginia Smart & Tyana Grundig, 'We're designing minds': Industry insider reveals secrets of addictive app trade, CBC (Nov. 3, 2017), https://www.cbc.ca/news/science/marketplace-phones-1.4384876; Julian Morgans, The Secret Ways Social Media is Built for Addiction, Vice (May 17, 2017), https://www.vice.com/en/article/vv5jkb/the-secret-ways-social-media-is-built-for-addiction.

consecutive days two users have sent each other snaps. If a user fails to snap the other user within 24 hours, the streak ends. Snap adds extra urgency by putting an hourglass emoji next to a friend's name if a Snapchat streak is about to end.[160] This design implements a system where a user must "check constantly or risk missing out."[161] And this feature is particularly effective on teenage and minor users. "For teens in particular, streaks are a vital part of using the app, and of their social lives as a whole."[162] Some children become so obsessed with maintaining a Snapstreak that they give their friends access to their accounts when they may be away from their phone for a day or more, such as on vacation.[163]

162. Snap also designed features that operate on IVR principles to maximize the time users are on its platform. The "rewards" come in the form of a user's "Snapscore," (increases with each snap a user sends and receives) and other signals of recognition similar to "likes" used in other platforms. The increase in Snapscore and other trophies and charms users can earn by using the app operate on variable reward patterns. Like Snapstreaks, these features are designed to incentivize sending snaps and increase the amount of time users spend on Snapchat.

163. Snap also designs photo and video filters and lenses, which are central to Snapchat's function. Snap designed its filters and lenses in a way to further maximize the amount of time users spend on Snapchat. One way Snap uses its filters to hook minor users is by creating temporary filters that impose a sense of urgency to use them before they disappear. Another way Snap designed its filters to increase screen use is by gamification. Many filters include games, [164]

---

[160] Lizette Chapman, *Inside the Mind of a Snapchat Streaker*, Bloomberg (Jan. 30, 2017), https://www.bloomberg.com/news/features/2017-01-30/inside-the-mind-of-a-snapchat-streaker.

[161] *Id.*

[162] Avery Hartmans, *These are the sneaky ways apps like Instagram, Facebook, Tinder lure you in and get you 'addicted'*, Bus. Insider (Feb. 17 2018), https://www.businessinsider.com/how-app-developers-keep-us-addicted- to-our-smartphones-2018-1#snapchat-uses-snapstreaks-to-keep-you-hooked-13; see generally Cathy Becker, Experts warn parents how Snapchat can hook in teens with streaks, ABC News (July 27, 2017), https://abcnews.go.com/Lifestyle/experts-warn-parents-snapchat-hook-teens-streaks/story?id=48778296.

[163] Caroline Knorr, *How to resist technology addiction*, CNN (Nov. 9, 2017), https://www.cnn.com/2017/11/09/health/science-of-tech-obsession-partner/index.html; Jon Brooks, 7 Specific Tactics Social Media Companies Use to Keep You Hooked, KQED (June 9, 2017), https://www.kqed.org/futureofyou/397018/7-specific-ways-social-media-companies-have-you-hooked.

[164] Josh Constine, *Now Snapchat Has 'Filter Games'*, TechCrunch (Dec. 23, 2016), https://techcrunch.com/2016/12/23/snapchat-games/.

creating competition between users by sending each other snaps with scores. Snap also tracks data on the most commonly used filters and develops new filters based on this data.[165] Snap personalizes filters to further entice individuals to use Snapchat more.[166] Snap designs and modifies these filters to maximize the amount of time users spend on Snapchat.

c. Snapchat's Algorithms Are Manipulative and Harmful

164. Snap also uses complex algorithms to suggest friends to users and recommend content in order to keep users using Snapchat.

165. Snap notifies users based on an equation Snap uses to determine whether to suggest someone add someone else as a friend on Snapchat. This is known as "Quick Add." By using an algorithm to suggest friends to users, Snapchat increases the odds users will add additional friends, send additional snaps, and increase use spending more time on Snapchat.

166. Snapchat also utilizes "Discover" and "Spotlight" features that use algorithms to suggest content to users. The Discover feature includes content from news and other media outlets.[167] A user's Discover content is populated by an algorithm, and constantly changes depending on how a user interacts with the content.[168] Similarly, the Spotlight feature promotes popular videos from other Snapchat users, and is based on an algorithm that determines whether a user has positively or negatively engaged with similar content.[169] Snap programs its algorithms to push content to users that will keep them engaged on Snapchat and, thereby, increase the amount of time users spend on Snapchat, worsening their mental health.

d. Snap's Conduct in Designing and Operating Its Platform Has Harmed Youth Mental Health

167. The way in which Snap has designed and operated Snapchat has caused minors to

---

165 *How We Use Your Information*, Snap Inc., https://snap.com/en-US/privacy/your-information (last visited Dec. 8, 2022).

166 *Id.*

167 Steven Tweedie, *How to Use Snapchat's New 'Discover' Feature*, Bus. Insider (Jan. 27, 2015), https://www.businessinsider.com/how-to-use-snapchat-discover-feature-2015-1.

168 How We Use Your Information, Snap Inc., https://snap.com/en-US/privacy/your-information (last visited Dec. 8, 2022).

169 Sara Fischer, *Snapchat launches Spotlight, a TikTok competitor*, Axios (Nov. 23, 2020), https://www.axios.com/2020/11/23/snapchat-launches-spotlight-tiktok-competitor; https://snap.com/en-US/privacy/your-information

suffer increased anxiety, depression, disordered eating, cyberbullying, and sleep deprivation.

168. Snap is aware Snapchat is harming children because, as alleged above, Snap intentionally designed Snapchat to maximize engagement by preying on the psychology of children through its use of algorithms and other features including Snapstreaks, various trophies and reward systems, quickly disappearing messages, filters, and games.

169. Snap reasonably should know that its conduct has negatively affected youth. Snap's conduct has been the subject of inquiries by the United States Senate regarding Snapchat's use "to promote bullying, worsen eating disorders, and help teenagers buy dangerous drugs or engage in reckless behavior."[170] Further, Senators from across the ideological spectrum have introduced bills that would ban many of the features Snapchat uses, including badges and other awards recognizing a user's level of engagement with the platform. [171] Despite these calls for oversight from Congress, Snap has failed to limit or stop its use of streaks, badges, and other awards that recognize and promote users' level of engagement with Snapchat.

170. Snap also knows or should know of Snapchat's other negative effects on minors because of widely available published research findings. For instance, *the Journal of the American Medical Association* has recognized that Snapchat's effect on how young people view themselves is so severe, that it named a new disorder, "Snapchat dysmorphia," after the platform.[172] This disorder describes people, usually young women, seeking plastic surgery to make themselves look like the way they do through Snapchat filters.[173] The rationale underlying this disorder is that beauty filters on social media, like Snapchat, create a "sense of unattainable perfection" that is alienating and damaging to a person's self-esteem.[174] One social psychologist

---

[170] Bobby Allyn, *4 Takeaways from the Senate child safety hearing with YouTube, Snapchat and TikTok*, Nat'l Pub. Radio (Oct. 26, 2021), https://www.npr.org/2021/10/26/1049267501/snapchat-tiktok-youtube-congress-child-safety-hearing.

[171] See Abigal Clukey, *Lawmaker Aims To Curb Social Media Addiction With New Bill*, Nat'l Pub. Radio (Aug. 3, 2019), https://www.npr.org/2019/08/03/747086462/lawmaker-aims-to-curb-social-media-addiction-with-new-bill; Social Media Addiction Reduction Technology Act, S. 2314, 116th Cong. (2019); Kids Internet Design and Safety Act, S. 2918, 117th Cong. (2021).

[172] *Snapchat Dysmorphia': When People Get Plastic Surgery To Look Like A Social Media Filter*, WBUR (Aug 29, 2018), https://www.wbur.org/hereandnow/2018/08/29/snapchat-dysmorphia-plastic-surgery.

[173] *Id.*

[174] Nathan Smith & Allie Yang, *What happens when lines blur between real and virtual beauty through filters,*

summed the effect as "the pressure to present a certain filtered image on social media can certainly play into [depression and anxiety] for younger people who are just developing their identities.[175]

171. Despite knowing Snapchat harms its young users, Snap continues to update and add features intentionally designed to maximize the amount of time users spend on Snapchat. Snap continues its harmful conduct because its advertising revenue relies on Snapchat's users consuming large volumes of content on its platform.

3. TikTok Intentionally Marketed to and Designed Its Social Media Platform for Minor Users and Has Substantially Contributed to the Youth Mental Health Crisis

a. TikTok's Platform

172. TikTok is a social media platform that describes itself as "the leading destination for short-form mobile video."[176] According to TikTok, it is primarily a platform where users "create and watch short-form videos."[177]

173. TikTok's predecessor, Musical.ly, launched in 2014 as a place where people could create and share 15-second videos of themselves lip-syncing or dancing to their favorite music.[178]

174. In 2017, ByteDance launched an international version of a similar platform that also enabled users to create and share short lip-syncing videos that it called TikTok.[179]

175. That same year, ByteDance acquired Musical.ly to leverage its young user base in the United States, of almost 60 million monthly active users.[180]

ABC News (May 1, 2021), https://abcnews.go.com/Technology/lines-blur-real-virtual-beauty-filters/story?id=77427989

[175] *Id.*

[176] About: Our Mission, TikTok, https://www.tiktok.com/about (last visited Dec. 8, 2022).

[177] *Protecting Kids Online: Snapchat, TikTok, and YouTube: Hearing Before the Subcomm. On Consumer Protection, Product Safety, and Data Security,* 117 Cong. (2021) (statement of Michael Beckerman, VP and Head of Public Policy, Americas, TikTok).

[178] Biz Carson, *How a failed education startup turned into Musical.ly, the most popular app you've probably never heard of*, Bus. Insider (May, 28, 2016), https://www.businessinsider.com/what-is-musically-2016-5.

[179] Paresh Dave, *China's ByteDance scrubs Musical.ly brand in favor of TikTok,* Reuters (Aug. 1, 2018), https://www.reuters.com/article/us-bytedance-musically/chinas-bytedance-scrubs-musical-ly-brand-in-favor-of-tiktok-idUSKBN1KN0BW.

[180] Liza Lin & Rolfe Winkler, *Social-Media App Musical.ly Is Acquired for as Much as $1 Billion; With 60 million monthly users, startup sells to Chinese maker of news app Toutiao*, Wall St. J. (Nov. 10, 2017),

176. Months later, the apps were merged under the TikTok brand.[181]

177. Since then, TikTok has expanded the length of time for videos from 15-seconds to up to 10 minutes;[182] created a fund that was expected to grow to over $1 billion within three years to incentivize users to create videos that even more people will watch; [183] and had users debut their own songs, share comedy skits,[184] and "challenge" others to perform an activity.[185]

178. TikTok marketed and designed its platform to enable endless scrolling.

179. "[O]ne of the defining features of the TikTok platform," is its "For You" feed.[186] There, users are served with an unending stream of videos TikTok curates for them based on complex, machine-learning algorithms intended to keep users on its platform. TikTok itself describes the feed as "central to the TikTok experience and where most of our users spend their time."[187] *The New York Times* described it like this:

> It's an algorithmic feed based on videos you've interacted with, or even just watched. It never runs out of material. It is not, unless you train it to be, full of people you know, or things you've explicitly told it you want to see. It's full of things that you seem to have demonstrated you want to watch, no matter what you actually say you want to watch.[188]

180. The "For You" feed has quickly garnered TikTok hundreds of millions of users.

---

https://www.wsj.com/articles/lip-syncing-app-musical-ly-is-acquired-for-as-much-as-1-billion-1510278123.

[181] Paresh Dave, *China's ByteDance scrubs Musical.ly brand in favor of TikTok,* Reuters (Aug. 1, 2018), https://www.reuters.com/article/us-bytedance-musically/chinas-bytedance-scrubs-musical-ly-brand-in-favor-of-tiktok-idUSKBN1KN0BW.

[182] Andrew Hutchinson, *TikTok Confirms that 10 Minute Video Uploads are Coming to All Users*, SocialMediaToday (Feb. 28, 2022), https://www.socialmediatoday.com/news/tiktok-confirms-that-10-minute-video-uploads-are-coming-to-all-users/619535/.

[183] Vanessa Pappas, *Introducing the $200M TikTok Creator Fund, TikTok* (July 29, 2021), https://newsroom.tiktok.com/en-us/introducing-the-200-million-tiktok-creator-fund.

[184] Joseph Steinberg, *Meet Musical.ly, the Video Social Network Quickly Capturing the Tween and Teen Markets*, Inc. (June 2, 2016), https://www.inc.com/joseph-steinberg/meet-musically-the-video-social-network-quickly-capturing-the-tween-and-teen-m.html.

[185] John Herrman, *How TikTok is Rewriting the World,* N.Y. Times (Mar. 10, 2019), https://www.nytimes.com/2019/03/10/style/what-is-tik-tok.html.

[186] *How TikTok recommends videos #ForYou*, TikTok (June 18, 2020), https://newsroom.tiktok.com/en-us/how-tiktok-recommends-videos-for-you.

[187] *Id.*

[188] John Herrman, *How TikTok is Rewriting the World*, N.Y. Times (Mar. 10, 2019), https://www.nytimes.com/2019/03/10/style/what-is-tik-tok.html.

Since 2018, TikTok has grown from 271 million global users to more than 1 billion global Monthly users as of September 2021.[189]

b. TikTok Markets Its Platform to Minors

181. TikTok has built its business plan around advertising revenue, which has flourished. In 2022, TikTok is projected to receive $11 billion in advertising revenue, over half of which is expected to come from the United States.[190]

182. TikTok, since its beginning as Musical.ly, has been designed and developed with Minors in mind.

183. Alex Zhu and Louis Yang, the co-founders of Musical.ly, raised $250,000 to build an app that experts could use to create short, three- to five-minute videos explaining a subject.[191] The day they released the app, Zhu said they knew "'[i]t was doomed to be a failure,'" because "[i]t wasn't entertaining, and it didn't attract teens."[192]

184. According to Zhu, he stumbled upon the idea that would come to be TikTok while observing teens on a train, half of whom were listening to music while the other half took selfies or videos and shared the results with friends.[193] "That's when Zhu realized he could combine music, videos, and a social network to attract the early-teen demographic."[194]

185. Zhu and Yang thereafter developed the short-form video app that is now known as TikTok.

186. TikTok was marketed to minors in its design and content. For example, the Federal Trade Commission ("FTC") alleged that the app initially centered around a child-oriented activity (i.e., lip syncing); featured music by celebrities that then appealed primarily to teens and tweens, such as Selena Gomez and Ariana Grande; labelled folders with names meant to appeal

---

189 Jessica Bursztynsky, *TikTok says 1 billion people use the app each month*, CNBC (Sept. 27, 2021), https://www.cnbc.com/2021/09/27/tiktok-reaches-1-billion-monthly-users.html.

190 Bhanvi Staija, *TikTok's ad revenue to surpass Twitter and Snapchat combined in 2022*, Reuters (Apr. 11, 2022), https://www.reuters.com/technology/tiktoks-ad-revenue-surpass-twitter-snapchat-combined-2022-report-2022-04-11/.

191 Biz Carson, *How a failed education startup turned into Musical.ly, the most popular app you've probably never heard of,* Bus. Insider (May 28, 2016), https://www.businessinsider.com/what-is-musically-2016-5.

192 *Id.*

193 *Id.*

194 *Id.*

to youth, such as "Disney" and "school"; included songs in such folders related to Disney television shows and movies, such as "Can You Feel the Love Tonight" from the movie "The Lion King" and "You've Got a Friend in Me" from the movie "Toy Story" and songs covering school-related subjects or school-themed television shows and movies.[195]

187. The target demographic was also reflected in the sign-up process. In 2016, the birthdate for those signing up for the app defaulted to the year 2000 (i.e., 16 years old).[196]

188. TikTok also cultivated a younger demographic in unmistakable, covert, ways. In 2020, *The Intercept* reported on a document TikTok prepared for its moderators instructing the moderators that videos of "senior people with too many wrinkles" are disqualified for the "For You" feed because that would make "the video . . . much less attractive [and] not worth[] . . . recommend[ing.]"[197]

189. In December 2016, Zhu confirmed the company had actual knowledge that "a lot of the top users are under 13."[198]

190. The FTC alleged that despite the company's knowledge of these and a "significant percentage" of other users who were under 13, the company failed to comply with the COPPA.[199]

191. TikTok settled those claims in 2019 by agreeing to pay what was then the largest ever civil penalty under COPPA and to several forms of injunctive relief.[200]

192. In an attempt to come into compliance with the consent decree and COPPA, TikTok made available to users under 13 what it describes as a "limited, separate app

---

195 Complaint for Civil Penalties, Permanent Injunction, and Other Equitable Relief ("Musical.ly Complaint") at p. 8, ¶¶ 26–27, *United States v. Musical.ly,* 2:19-cv-01439-ODW-RAO (C.D. Cal. Feb. 27, 2019) Dkt. # 1.

196 Melia Robinson, *How to use Musical.ly, the app with 150 million users that teens are obsessed with*, Bus. Insider (Dec. 7, 2016), https://www.businessinsider.com/how-to-use-musically-app-2016-12.

197 Sam Biddle et al., *Invisible Censorship: TikTok Told Moderators to Suppress Posts by "Ugly" People and the Poor to Attract New Users,* Intercept (Mar. 15, 2020), https://theintercept.com/2020/03/16/tiktok-app-moderators-users-discrimination/

198 Jon Russell, *Muscal.ly defends its handling of young users, as it races past 40M MAUs* at 8:58–11:12, TechCrunch (Dec. 6, 2016), https://techcrunch.com/2016/12/06/musically-techcrunch-disrupt-london/.

199 *See generally Musical.ly Complaint*, ¶19.

200 Lesley Fair, *Largest FTC COPPA settlement requires Musical.ly to change its tune*, FTC (Feb. 27, 2019), https://www.ftc.gov/business-guidance/blog/2019/02/largest-ftc-coppa-settlement-requires-musically-change-its-tune.

experience."[201] The child version of TikTok restricts users from posting videos through the app. Children can still, however, record and watch videos on TikTok.[202] For that reason, experts fear the app is "designed to fuel [children's] interest in the grown-up version."[203]

193. The aforementioned ways TikTok markets to and obtained a young user base are manifestations of Zhu's views about the importance of user engagement to growing TikTok. Zhu explained the target demographic to *The New York Times*: "[T]eenage culture doesn't exist" in China because "teens are super busy in school studying for tests, so they don't have the time and luxury to play social media apps."[204] By contrast, Zhu describes "[t]eenagers in the U.S. [as] a golden audience."[205]

194. TikTok's efforts to attract young users have been successful. That is why 67% percent of children ages 13–17 report having used TikTok, and 16% say they use it almost constantly.[206]

c. TikTok Intentionally Maximises the Time Users Spend on its Platform

195. TikTok developed and marketed features that exploit the brains of minors such as IVRs and reciprocity to maximize the time users spend on TikTok.

196. TikTok employs design elements and complex algorithms to simulate variable reward patterns in a flow-inducing stream of short-form videos intended to captivate its user's attention for as long as possible.

196. TikTok drives habitual use of its platform using design elements that operate on principles of IVR. For example, TikTok designed its platform to allow users to like and reshare

---

[201] Dami Lee, *TikTok stops young users from uploading videos after FTC settlement,* Verge (Feb. 27, 2019), https://www.theverge.com/2019/2/27/18243510/tiktok-age-young-user-videos-ftc-settlement-13-childrens-privacy-law

[202] *Id.*

[203] Leonard Sax, *Is TikTok Dangerous for Teens?*, Inst. Fam. Stud. (Mar. 29, 2022), https://ifstudies.org/blog/is-tiktok-dangerous-for-teens-.

[204] Paul Mozur, *Chinese Tech Firms Forced to Choose Market: Home or Everywhere Else*, N.Y. Times (Aug. 9, 2016), https://www.nytimes.com/2016/08/10/technology/china-homegrown-internet-companies-rest-of-the-world.html.

[205] *Id.*

[206] Emily Vogels et al., *Teens, Social Media and Technology 2022,* Pew Rsch. Ctr. (Aug. 10, 2022) https://www.pewresearch.org/internet/2022/08/10/teens-social-media-and-technology-2022/

videos. Those features serve as rewards for users who create content on the platform. Receiving a like or reshare indicates that others approve of that user's content and satisfies their natural desire for acceptance.[207] Studies have shown that "likes" activate the reward region of the brain.[208] The release of dopamine in response to likes creates a positive feedback loop.[209] Users will repeatedly return to TikTok in hope of another pleasurable experience.[210]

197. TikTok also uses reciprocity to manipulate users to use the platform. TikTok invokes reciprocity through features like "Duet" which allows users to post a video side-by-side with a video from another TikTok user. Duet functions as a way for users to post reactions to the videos of TikTok content creators. The response is intended to provoke a reciprocal response from the creator of the original video.

198. TikTok offers video filters, lenses, and music, which are intended to keep users on its platform. TikTok has gamified its platform through "challenges." These challenges are essentially campaigns in which users compete to perform a specific task. By fostering competition, TikTok incentivizes users to use its platform more frequently.

199. TikTok's defining feature, the "For You" feed, is a curated, endless stream of short-form videos intended to keep users on its platform, longer. In that way, TikTok feeds users beyond the point they are satiated. The ability to scroll ad infinitum, coupled with the variable reward pattern of TikTok induces a flow-like state for users that distorts their sense of time.[211] The "For You" feed is yet another way TikTok increases the time users spend on its platform.

d. TikTok's Algorithms are Manipulative

---

[207] *See, e.g.*, Lauren E. Sherman et al., *The Power of the Like in Adolescence: Effects of Peer Influence on Neural and Behavioral Responses to Social Media*, 27(7) Psych. Sci. 1027–35 (July 2016), https://www.ncbi.nlm.nih.gov/pmc/articles/PMC5387999/.

[208] *Id.*

[209] Rasan Burhan & Jalal Moradzadeh, *Neurotransmitter Dopamine (DA) and its Role in the Development of Social Media Addiction,* 11(7) J. Neurology & Neurophysiology 507 (2020), https://www.iomcworld.org/open-access/neurotransmitter-dopamine-da-and-its-role-in-the-development-of-social-media-addiction.pdf.

[210] *Id.*

[211] Christian Montag et al., *Addictive Features of Social Media/Messenger Platforms and Freemium Games against the Background of Psychological and Economic Theories*, 16(14) Int'l J. Env't Rsch. & Pub. Health 2612 (July 23, 2019), https://doi.org/10.3390/ijerph16142612.

200. The first thing a user sees when they open TikTok is the "For You" feed, even if they have never posted anything, followed anyone, or liked a video.[212]

202. The "For You" page presents users with a "stream of videos" TikTok claims are "curated to [each user's] interests."[213]

203. According to TikTok, it populates each user's "For You" feed by "ranking videos based on a combination of factors," that include, among others, any interests expressed when a user registers a new account, videos a user likes, accounts they follow, hashtags, captions, sounds in a video they watch, and certain device settings, such as their language preferences and where they are located.[214]

204. Importantly, some factors weigh heavier than others. To illustrate, TikTok explains that an indicator of interest, such as "whether a user finishes watching a longer video from beginning to end, would receive greater weight than a weak indicator, such as whether the video's viewer and creator are both in the same country."[215]

205. TikTok claims it ranks videos in this way because the length of time a user spends watching a video is a "strong indicator of interest[.]"[216]

206. Zhu offered a different explanation. Zhu repeatedly told interviewers that he was "focused primarily on increasing the engagement of existing users."[217] "Even if you have tens of millions of users," Zhu explained, "you have to keep them *always* engaged." [218]

207. The decisions TikTok made in programming/creating its algorithms are intended to do just that, as TikTok candidly explained in an internal document titled, "TikTok Algo 101."

---

[212] Brian Feldman, *TikTok is Not the Internet's Eden*, N.Y. Mag. (Mar. 16, 2020), https://nymag.com/intelligencer/2020/03/tiktok-didnt-want-you-to-see-ugly-or-poor-people-on-its-app.html.

[213] *How TikTok recommends videos #ForYou*, TikTok (June 18, 2020), https://newsroom.tiktok.com/en-us/how-tiktok-recommends-videos-for-you.

[214] *Id.*

[215] *Id.*

[216] *Id.*

[217] Joseph Steinberg, *Meet Musical.ly, the Video Social Network Quickly Capturing the Tween and Teen Markets*, Inc. (June 2, 2016), https://www.inc.com/joseph-steinberg/meet-musically-the-video-social-network-quickly-capturing-the-tween-and-teen-m.html.

[218] Biz Carson, *How a failed education startup turned into Musical.ly, the most popular app you've probably never heard of,* Bus. Insider (May 28, 2016), https://www.businessinsider.com/what-is-musically-2016-5 (emphasis added).

The document, which TikTok has confirmed is authentic, "explains frankly that in the pursuit of the company's 'ultimate goal' of adding daily active users, it has chosen to optimize for two closely related metrics in the stream of videos it serves: 'retention' — that is, whether a user comes back and 'time spent.'"[219]

208. "This system means that watch time is key."[220] Guillaume Chaslot, founder of Algo Transparency, who reviewed the document at the request of the New York Times, explained that "rather than giving [people] what they really want," TikTok's "algorithm tries to get people addicted[.]"[221]

209. The algorithm, along with the design elements, condition users through reward-based learning processes to facilitate the formation of habit loops that encourage excessive use.

210. The end result is that TikTok uses "a machine-learning system that analyzes each video and tracks user behavior so that it can serve up a continually refined, never-ending stream of TikToks optimized to hold [user's] attention."[222]

e. TikTok's Conduct in Designing and Operating its Platform Has Harmed The Mental Health of Minors

211. TikTok's decision to design, market and program its algorithm to prioritize user engagement causes harmful and exploitive content to be amplified to the youth market it has cultivated.

212. According to The Integrity Institute, a nonprofit of engineers, product managers, data scientists, and others, prioritizing user engagement amplifies misinformation on TikTok (and other platforms). [223] That pattern, the Integrity Institute notes, is "true for a broad range of harms," such as hate speech and self-harm content, in addition to misinformation.[224]

---

219 Ben Smith, *How TikTok Reads Your Mind,* N.Y. Times (Dec. 5, 2021), https://www.nytimes.com/2021/12/05/business/media/tiktok-algorithm.html.

220 *Id.*

221 *Id.*

222 Jia Tolentino, *How TikTok Holds Our Attention*, New Yorker (Sept. 30, 2019), https://www.newyorker.com/magazine/2019/09/30/how-tiktok-holds-our-attention.

223 Misinformation Amplification Analysis and Tracking Dashboard, Integrity Inst. (Oct. 13, 2022), https://integrityinstitute.org/our-ideas/hear-from-our-fellows/misinformation-amplification-tracking-dashboard; see also Steven Lee Myers, How Social Media Amplifies Misinformation More Than Information, N.Y. Times (Oct. 13, 2022), https://www.nytimes.com/2022/10/13/technology/misinformation-integrity-institute-report.html.

224 Misinformation Amplification Analysis and Tracking Dashboard, Integrity Inst. (Oct. 13, 2022),

213. The Integrity Institute's analysis builds on a premise Mark Zuckerberg (hereinafter "Zuckerberg"), the CEO of Facebook, described as the "Natural Engagement Pattern."[225]

214. According to Zuckerberg "no matter where we draw the lines for what is allowed, as a piece of content gets close to that line, people will engage with it more on average[.]"[226]

215. This has important implications for platform design, as the Integrity Institute explains:

> when platforms use machine learning models to predict user engagement on content, we should expect the predicted engagement to follow the actual engagement. When those predictions are used to rank and recommend content, specifically when a higher predicted engagement score means the content is more likely to be recommended or placed at the top of feeds, then we expect that misinformation will be preferentially distributed and amplified on the platform.[227]

216. Put differently, if you use past engagement to predict future engagement, as TikTok does, you are most likely to populate users "For You" feed with harmful content.

217. The Integrity Institute tested its theory by analyzing a category of harmful content: misinformation. Specifically, the Integrity Institute compared the amount of engagement (e.g., number of views) a post containing misinformation received as compared to prior posts from the same content creator.[228]

218. For example, a TikTok user's historical posts received on average 75,000 views. When that same user posted a false statement (as determined by the International Fact Checking Network), the post received 775,000 views. In this case, TikTok amplified the misinformation 10 times more than this user's typical content.[229]

219. After analyzing many other posts from other users, the Integrity Institute found

---

https://integrityinstitute.org/our-ideas/hear-from-our-fellows/misinformation-amplification-tracking-dashboard.

[225] Mark Zuckerberg, A Blueprint for Content Governance and Enforcement, Facebook (May 5, 2021), https://www.facebook.com/notes/751449002072082/.

[226] *Id.*

[227] *Misinformation Amplification Analysis and Tracking Dashboard,* Integrity Inst. (Oct. 13, 2022), https://integrityinstitute.org/our-ideas/hear-from-our-fellows/misinformation-amplification-tracking-dashboard.

[228] *Id.*

[229] *Id.*

that TikTok on average amplified misinformation 29 times more than other content.[230]

220. A separate investigation by NewsGuard found TikTok's search algorithm similarly amplified misinformation. TikTok's search engine, like its "For You" feed, is a favorite among youth, with 40 percent preferring it (and Instagram) over Google.[231] Unfortunately, NewsGuard found that 1 in 5 of the top 20 TikTok search results on prominent news topics, such as school shootings and COVID vaccines, contain misinformation.[232]

221. Misinformation is just one type of harmful content TikTok amplifies to its young users. Investigations by *The Wall Street Journal* found TikTok inundated young users with videos about depression, self-harm, drugs, and extreme diets, among other harmful content.

222. In one investigation, *The Wall Street Journal* found TikTok's algorithm quickly pushed users down rabbit holes where they were more likely to encounter harmful content. *The Wall Street Journal* investigated how TikTok's algorithm chose what content to promote to users by having 100 bots scroll through the "For You" feed. [233] Each bot was programmed with interests, such as extreme sports, forestry, dance, astrology, and animals.[234] Those interests were not disclosed in the process of registering their accounts.[235] Rather, the bots revealed their interests through their behaviors, specifically the time they spent watching the videos TikTok recommended to them. Consistent with TikTok's internal "Algo 101" document, *The Wall Street Journal* found that time spent watching videos to be "the most impactful data on [what] TikTok serves you." [236]

223. Over the course of 36 minutes, one bot watched 224 videos, lingering over videos with hashtags for "depression" or "sad."[237] From then on, 93 percent of the videos TikTok

---

[230] *Id.*
[231] Wanda Pogue, *Move Over Google. TikTok is the Go-To Search Engine for Gen Z,* Adweek (Aug. 4, 2022), https://www.adweek.com/social-marketing/move-over-google-tiktok-is-the-go-to-search-engine-for-gen-z/.
[232] Jack Brewster et al., *Misinformation Monitor*, NewsGuard (Sept. 2022), https://www.newsguardtech.com/misinformation- monitor/september-2022/.
[233] *Inside TikTok's Algorithm: A WSJ Video Investigation*, Wall St. J. (July 21, 2021), https://www.wsj.com/articles/tiktok-algorithm-video-investigation-11626877477.
[234] *Id.*
[235] *Id.*
[236] *Id.*
[237] *Id.*

showed this account were about depression or sadness.[238]

224. That is the rule, not an exception. Guillaume Chaslot, a former engineer for Google who worked on the algorithm for YouTube and the founder of Algo Transparency, explained that 90–95 percent of the content users see on TikTok is based on its algorithm.[239]

225. "Even bots with general mainstream interests got pushed to the margin as recommendations got more personalized and narrow."[240] Deep in these rabbit holes, *The Wall Street Journal* found "users are more likely to encounter potential harmful content."[241] For example, one video *The Wall Street Journal* found encouraged suicide, urging the user to "Just go.Leave. Stop trying. Stop pretending. You know it and so do they. Do Everyone a favor and leave."[242]

226. Chaslot explained why TikTok feeds users this content:

> [T]he algorithm is able to find the piece of content that you're vulnerable to. That will make you click, that will make you watch, but it doesn't mean you really like it. And that it's the content that you enjoy the most. It's just the content that's most likely to make you stay on the platform.[243]

228. An additional investigation by *The Wall Street Journal* using bots found "that through its powerful algorithms, TikTok can quickly drive minors—among the biggest users of the app—into endless spools of content about sex and drugs."[244]

229. The bots in this investigation were registered as users aged 13 to 15 and, as before, programmed to demonstrate interest by how long they watched the videos TikTok's algorithms served them. [245] Videos that did not match their interests, the bots scrolled through

---

[238] *Id.*
[239] *Id.*
[240] *Id.*
[241] *Id.*
[242] *Id.*
[243] *Id.*
[244] Rob Barry et al., *How TikTok Serves up Sex and Drug Videos to Minors*, Wall St. J. (Sept. 8, 2021), https://www.wsj.com/articles/tiktok-algorithm-sex-drugs-minors-11631052944?st=e92pu5734lvc7ta&reflink=desktopwebshare_permalink.
[245] *Id.*

without pausing.[246] The bots lingered on videos that matched any of their programmed interests.[247]

230. Every second the bot hesitated or re-watched a video again proved key to what TikTok recommended to the accounts, which the Wall Street Journal found was used to "drive users of any age deep into rabbit holes of content[.]"[248]

231. For example, one bot was programmed to pause on videos referencing drugs, among other topics. The first day on the platform, the "account lingered on a video of a young woman walking through the woods with a caption" referencing "stoner girls."[249] The following day the bot viewed a video of a "marijuana-themed cake."[250] The "majority of the next thousand videos" TikTok directed at the teenage account "tout[ed] drugs and drug use, including marijuana, psychedelics and prescription medication."[251]

232. TikTok similarly zeroed in on and narrowed the videos it showed accounts whether the bot was programmed to express interest in drugs, sexual imagery, or a multitude of interests. In the first couple of days, TikTok showed the bots a "high proportion of popular videos."[252] "But after three days, TikTok began serving a high number of obscure videos."[253]

233. For example, a bot registered as a 13-year-old was shown a series of popular videos upon signing up.[254] The bot, which was programmed to demonstrate interest in sexual text and imagery, also watched sexualized videos. Later, "[i]t experienced one of the most extreme rabbit holes among *The Wall Street Journal's* accounts. Many videos described how to tie knots for sex, recover from violent sex acts and discussed fantasies about rape."[255] At one point, "more than 90 percent of [one] account's video feed was about bondage and sex."[256]

---

[246] *Id.*
[247] *Id.*
[248] *Id.*
[249] *Id.*
[250] *Id.*
[251] *Id.*
[252] *Id.*
[253] *Id.*
[254] *Id.*
[255] *Id.*
[256] *Id.*

234. At least 2,800 of the sexualized videos that were shown to *The Wall Street Journal's* bots were labeled as being for adults only.[257] Yet, TikTok directed these videos to the minor accounts because, as TikTok told the Wall Street Journal, it does not "differentiate between videos it serves to adults and minors."[258]

235. TikTok also directed a concentrated stream of videos at accounts programmed to express interest in a variety of topics. One such account was programmed to linger over hundreds of Japanese film and television cartoons. "In one streak of 150 videos, all but four" of the videos TikTok directed at the account, "featured Japanese animation—many with sexual themes."[259]

236. The relentless stream of content intended to keep users engaged "can be especially problematic for young people," because they may lack the capability to stop watching, says David Anderson, a clinical psychologist at the nonprofit mental health care provider, The Child Mind Institute.[260]

237. In a similar investigation, *The Wall Street Journal* found TikTok "flood[ed] teen users with videos of rapid-weight-loss competitions and ways to purge food that health professionals say contribute to a wave of eating-disorder cases spreading across the country."[261]

238. In this investigation, *The Wall Street Journal* analyzed the tens of thousands of videos TikTok recommended to a dozen bots registered as 13-year-olds. As before, the bots were given interests. Bots scrolled quickly through videos that did not match their interests and lingered on videos that did.[262] The accounts registered as 13-year-olds were programmed at different times to display interests in weight loss, gambling, and alcohol.[263]

239. "TikTok's algorithm quickly gave users the content they'll watch, for as long

---

[257] *Id.*
[258] *Id.*
[259] *Id.*
[260] *Id.*
[261] Tawnell D. Hobbs et al., *The Corpse Bride Diet: How TikTok Inundates Teens with Eating-Disorder Videos*, Wall St. J. (Dec. 17, 2021), https://www.wsj.com/articles/how-tiktok-inundates-teens-with-eating-disorder-videos-11639754848 (some of the accounts performed searches or sent other, undisclosed signals indicating their preferences).
[262] *Id.*
[263] *Id.*

as they'll watch it."[264] For example, TikTok streamed gambling videos to a bot registered to a 13-year-old after it first searched for and favorited several such videos.[265] When the bot began demonstrating interest in weight loss videos, the algorithm adapted quickly.[266]

240. After the change in programming, weight-loss videos accounted for well over 40 percent of the content TikTok's algorithm recommended to the user.[267]

241. The other accounts were also flooded with weight-loss videos. Over the course of about 45 days, TikTok inundated the accounts with more than 32,000 such videos, "many promoting fasting, offering tips for quickly burning belly fat and pushing weight-loss detox programs and participation in extreme weight-loss competitions."[268] Some encouraged purging, eating less than 300 calories a day, consuming nothing but water some days, and other hazardous diets.[269]

242. According to Alyssa Moukheiber, a treatment center dietitian, TikTok's powerful algorithm and the harmful streams of content it directs at young users can tip them into unhealthy behaviors or trigger a relapse.[270]

243. Sadly, the TikTok algorithm had its intended effect for the several teenage girls interviewed by *The Wall Street Journal* (and upon information and belief, many others), who reported developing eating disorders or relapsing after being influenced by the extreme diet videos TikTok promoted to them.[271]

244. Katie Bell, a co-founder of the Healthy Teen Project, "said the majority of her 17 teenage residential patients told her TikTok played a role in their eating disorders."[272]

245. Others, like Stephanie Zerwas, an associate professor of psychiatry at the University of North Carolina at Chapel Hill, could not recount how many of her young patients

---

[264] *Id.*
[265] *Id.*
[266] *Id.*
[267] *Id.*
[268] *Id.*
[269] *Id.*
[270] *Id.*
[271] *Id.*
[272] *Id.*

told her that "I've started falling down this rabbit hole, or I got really into this or that influencer on TikTok, and then it started to feel like eating-disorder behavior was normal, that everybody was doing that."[273]

246. This trend extends nationwide. The National Association of Anorexia Nervosa and Associated Disorders has fielded 50 percent more calls to its hotline since the pandemic began, most of whom it says are from young people or parents on their behalf.[274]

247. Despite the ample evidence that TikTok's design and operation of its platform harms the tens of millions of minors who use it, TikTok continues to manipulate them into returning to the platform again and again so that it may serve them ads in between the exploitive content it amplifies.

4. YouTube Intentionally Marketed to and Designed Its Social Media Platform for Minor Users, Substantially Contributing to the Mental Health Crisis

a. The YouTube Platform

248. YouTube is a platform where users can post, share, view, and comment on videos related to a vast range of topics. The platform became available publicly in December 2005, and was acquired by Google in 2006.

249. YouTube reports that today it has over 2 billion monthly logged-in users.[275] Even more people use YouTube each month because consumers do not have to register an account to view a video on YouTube. As a result, anyone can view most content on YouTube—regardless of age.

250. Users, whether logged in or not, watch billions of hours of videos every day.[276]

251. Users with accounts can post their own videos, comment on others, and since 2010 express their approval of videos through "likes."[277]

252. Beginning in 2008 and through today, YouTube has recommended videos to

---

[273] *Id.*
[274] *Id.*
[275] *YouTube for Press*, YouTube, https://blog.youtube/press/ (last visited Dec. 8, 2022).
[276] *Id.*
[277] Josh Lowensohn, *YouTube's big redesign goes live to everyone*, CNET (Mar. 31, 2010), https://www.cnet.com/culture/youtubes-big-redesign-goes-live-to-everyone/.

users.[278] Early on, the videos YouTube recommended to users were the most popular videos across the platform.[279] YouTube admits "[n]ot a lot of people watched those videos[,]" at least not based on its recommendation.[280]

253. Since then, YouTube has designed and refined its recommendation system using machine learning algorithms that today take into account a user's "likes," time spent watching a video, and other behaviors to tailor its recommendations to each user.[281]

254. YouTube automatically plays those recommendations for a user after they finish watching a video. This feature, known as "autoplay," was implemented in 2015. YouTube turns the feature on by default, which means videos automatically and continuously play for users unless they turn it off.[282]

255. YouTube purports to disable by default its autoplay feature for users aged 13–17.[283] But, as mentioned above, YouTube does not require users to log in or even have an account to watch videos. For them or anyone who does not self-report an age between 13 and 17, YouTube defaults to automatically playing the videos its algorithm recommends to the user.

b. YouTube Markets Its Platform to Minors

256. The primary way YouTube profits is through advertising. YouTube made $19 billion in ad revenue in 2021 alone.[284]

257. "In 2012, YouTube concluded that the more people watched, the more ads it could run[.]" [285] "So YouTube . . . set a company-wide objective to reach one billion hours of

---

[278] Cristos Goodrow, *On YouTube's recommendation system*, YouTube (Sept. 15, 2021), https://blog.youtube/inside-youtube/on-youtubes-recommendation-system/.
[279] *Id.*
[280] *Id.*
[281] *Id.*
[282] *Autoplay videos*, YouTube Help, https://support.google.com/youtube/answer/6327615?hl=en#:~:text=For%20users%20aged%2013%2D17,turned%20off%20Autoplay%20for%20you (last visited Dec. 8, 2022).
[283] *Id.*
[284] Alphabet Inc., Annual Report, Form 10-k at 60 (2021), https://www.sec.gov/ix?doc=/Archives/edgar/data/1652044/000165204422000019/goog-20211231.htm.
[285] Mark Bergen, *YouTube Executive Ignores Warnings, Letting Toxic Videos Run Rampant,* Bloomberg (Apr. 2, 2019), https://www.bloomberg.com/news/features/2019-04-02/youtube-executives-ignored-warnings-letting-toxic-videos-run-rampant?leadSource=uverify%20wall.

viewing a day[.]"[286]

258. "[T]he best way to keep eyes on the site," YouTube realized, was "recommending videos, alongside a clip or after one was finished."[287] That is what led to the development of its recommendation algorithm and autoplay feature.

259. YouTube has long known minors use its platforms in greater proportion than older demographics.

260. Still, YouTube has not implemented even rudimentary protocols to verify the age of users. Anyone can watch a video on YouTube without registering an account or reporting their age.

261. Instead, YouTube leveraged its popularity among youth to increase its revenue from advertisements by marketing its platform to popular brands of children's products. For example, Google pitched Mattel, the maker of Barbie and other popular kids' toys, by telling its executives that "YouTube is today's leader in reaching children age 6–11 against top TV channels."[288] When presenting to Hasbro, the maker of Play-Doh, My Little Pony, and other kids' toys, Google boasted that "YouTube was unanimously voted as the favorite website for kids 2-12," and that "93% of tweens visit YouTube to watch videos."[289] In a different presentation to Hasbro, YouTube was referenced as "[t]he new 'Saturday Morning Cartoons,'" and claimed that YouTube was the "#1 website regularly visited by kids" and "the #1 source where children discover new toys + games."[290]

262. In addition to turning a blind eye towards underage users of its platform, YouTube developed and marketed a version of YouTube specifically for children under the age of 13.

---

[286] *Id.*
[287] *Id.*
[288] Complaint for Permanent Injunction, Civil Penalties, and Other Equitable Relief, Exhibit A, *FTC v. Google LLC et al.*, No. 1-19-cv-02642-BAH (D.D.C. Sept. 4, 2019), Dkt. # 1-1.
[289] *Id.*
[290] *Id.*

263. YouTube's efforts to attract young users have been successful. A vast majority, 95 percent, of children ages 13–17 have used YouTube.[291]

c. YouTube Intentionally Maximizes the Time Users Spend on its Platform

264. Google designed YouTube to maximize user engagement, predominantly through the amount of time users spend watching videos on the platform. To that end, Google employs design elements and complex algorithms to create a never-ending stream of videos intended to grip user's attention.

265. Like the other Defendants' social media platforms, Google developed features that exploit psychological phenomenon such as IVR to maximize the time users spend on YouTube.

266. YouTube uses design elements that operate on principles of IVR to drive both YouTube content creators and YouTube viewers into habitual, excessive use. Google designed YouTube to allow users to like, comment, and share videos and to subscribe to content creator's channels. These features serve as rewards for users who create and upload videos to YouTube. As described above, receiving a like indicates others' approval and activates the reward region of the brain.[292] The use of likes, therefore, encourages users to use YouTube over and over, seeking future pleasurable experiences.

267. YouTube also uses IVR to encourage users to view others content. One of the ways Google employs IVR into YouTube's design is through subscriber push notifications and emails, which are designed to prompt users to watch YouTube content and encourages excessive use of the platform. When a user "subscribes" to another user's channel, they receive notifications every time that user uploads new content, prompting them to open YouTube and watch the video.[293]

---

[291] *Id.*

[292] See, e.g., Lauren E. Sherman et al., The Power of the Like in Adolescence: Effects of Peer Influence on Neural and Behavioral Responses to Social Media, 27(7) Psych. Sci. 1027–35 (July 2016), https://www.ncbi.nlm.nih.gov/pmc/articles/PMC5387999/.

[293] Manage YouTube Notifications, YouTube, https://support.google.com/youtube/answer/3382248?hl=en&co=GENIE.Platform%3DDesktop (last visited Dec. 8, 2022).

268. One of YouTube's defining features is its panel of recommended videos. YouTube recommends videos to users on both the YouTube home page and on every individual video page in an "Up Next" panel.[294] This list automatically populates next to the video a user is currently watching. This recommended video list is a never-ending feed of videos intended to keep users on the app watching videos without having to affirmatively click or search for other videos. This constant video stream, comprised of videos recommended by YouTube's algorithms, is the primary way Google increases the time users spend on YouTube.

d. YouTube's Algorithms are Harmful and Manipulative

269. Google uses algorithms throughout YouTube to recommend videos to users. These algorithms select videos that populate the YouTube homepage, rank results in user searches, and suggest videos for viewers to watch next. These algorithms are manipulative by design and increase the amount of time users spend on YouTube.

270. Google began building the YouTube recommendation system in 2008.[295] When Google initially developed its recommendation algorithms, the end goal was to maximize the amount of time users spend watching YouTube videos. A YouTube spokesperson admitted as much, saying YouTube's recommendation system was initially set up to "optimize" the amount of time users watch videos.[296]

271. Former YouTube engineer Guillame Chaslot has also stated that when he worked for YouTube designing its recommendation algorithm, the priority was to keep viewers on the

---

[294] Recommended Videos, YouTube, https://www.youtube.com/howyoutubeworks/product-features/recommendations/ (last visited Dec. 8, 2022).

[295] Cristos Goodrow, On YouTube's recommendation system, YouTube (Sept. 15, 2021), https://blog.youtube/inside-youtube/on-youtubes-recommendation-system/.

[296] Ben Popken, *As algorithms take over, YouTube's recommendations highlight a human problem*, NBC (Apr. 19, 2018), https://www.nbcnews.com/tech/social-media/algorithms-take-over-youtube-s-recommendations-highlight-human-problem-n867596.

site for as long as possible to maximize "watch time."[297] Chaslot further stated that "[i]increasing users' watch time is good for YouTube's business model" because the more people watch videos, the more ads they see and YouTube's advertising revenue increases.[298]

272. Early on, one of the primary metrics behind YouTube's recommendation algorithm was clicks. As YouTube describes, "[c]licking on a video provides a strong indication that you will also find it satisfying."[299] But as YouTube learned, clicking on a video does not mean a user actually watched it. Thus, in 2012, YouTube also started tracking watch time—the amount of time a user spends watching a video.[300] YouTube made this switch to keep people watching for as long as possible.[301] In YouTube's own words, this switch was successful. "These changes have so far proved very positive -- primarily less clicking, more watching. We saw the amount of time viewers spend watching videos across the site increase immediately[.]"[302]And in 2016, YouTube started measuring "valued watchtime" via user surveys to ensure that viewers are satisfied with their time spent watching videos on YouTube.[303] All of these changes to YouTube's algorithms were made to ensure that users spend more time watching videos and ads.

273. YouTube's current recommendation algorithm is based on deep-learning neural networks that retune its recommendations based on the data fed into it.[304] While this algorithm is incredibly complex, its process can be broken down into two general steps. First, the algorithm

---

297 William Turton, *How YouTube's algorithm prioritizes conspiracy theories*, Vice (Mar. 5, 2018), https://www.vice.com/en/article/d3w9ja/how-youtubes-algorithm-prioritizes-conspiracy-theories.

298 Jesselyn Cook & Sebastian Murdock, *YouTube is a Pedophile's Paradise*, Huffington Post (Mar. 20, 2020), https://www.huffpost.com/entry/youtube-pedophile-paradise_n_5e5d79d1c5b6732f50e6b4db.

299 Cristos Goodrow, On YouTube's Recommendation System, YouTube (Sept. 15, 2021), https://blog.youtube/inside-youtube/on-youtubes-recommendation-system/.

300 *Id.*

301 Dave Davies, *How YouTube became one of the planet's most influential media businesses*, NPR (Sept. 8, 2022), https://www.npr.org/2022/09/08/1121703368/how-youtube-became-one-of-the-planets-most-influential-media-businesses.

302 Eric Meyerson, *YouTube Now: Why We Focus on Watch Time*, YouTube (Aug. 10, 2012), https://blog.youtube/news-and-events/youtube-now-why-we-focus-on-watch-time/.

303 Cristos Goodrow, On YouTube's recommendation system, YouTube (Sept. 15, 2021), https://blog.youtube/inside-youtube/on-youtubes-recommendation-system/.

304 Alexis C. Madrigal, *How YouTube's Algorithm Really Works*, Atl. (Nov. 8, 2018), https://www.theatlantic.com/technology/archive/2018/11/how-youtubes-algorithm-really-works/575212/; Paul Covington et al., *Deep Neural Networks for YouTube Recommendations*, Google (2016), https://storage.googleapis.com/pub-tools-public-publication-data/pdf/45530.pdf.

compiles a shortlist of several hundred videos by finding videos that match the topic and other features of the video a user is currently watching.[305] Then the algorithm ranks the list according to the user's preferences, which the algorithm learns by tracking a user's clicks, likes, and other interactions.[306] In short, the algorithms track and measure a user's previous viewing habits and then finds and recommends other videos the algorithm thinks will hold the consumer's attention.

274. YouTube's recommendation system "is constantly evolving, learning every day from over 80 billion pieces of information."[307] Some of the information the recommendation algorithm relies on to deliver recommended videos to users includes users' watch and search history, channel subscriptions, clicks, watch time, survey responses, shares, likes, dislikes, users' location (country) and the time of day.[308]

275. The recommendation algorithm can determine what "signals" or factors are more important to individual users.[309] For example, if a user shares every video they watch, including videos the user gives a low rating, the algorithm learns not to heavily factor the user's shares when recommending content.[310] Thus, the recommendation algorithm "develops dynamically" to individual user's viewing habits and makes highly specific recommendations to keep individual users watching videos.[311]

276. In addition to the algorithm's self-learning, Google engineers consistently update YouTube's recommendation and ranking algorithms, making several updates every month, according to YouTube Chief Product Officer Neal Mohan.[312] The end goal is to increase the

---

[305] Karen Hao, *YouTube is experimenting with ways to make its algorithm even more addictive*, MIT Tech. Rev. (Sept. 27, 2019), https://www.technologyreview.com/2019/09/27/132829/youtube-algorithm-gets-more-addictive/; Paul Covington et al., Deep Neural Networks for YouTube Recommendations, Google (2016), https://storage.googleapis.com/pub-tools-public-publication-data/pdf/45530.pdf.

[306] *Id.*

[307] Cristos Goodrow, On YouTube's Recommendation System, YouTube (Sept. 15, 2021), https://blog.youtube/inside-youtube/on-youtubes-recommendation-system/.

[308] Recommended Videos, YouTube, https://www.youtube.com/howyoutubeworks/product-features/recommendations/#signals-used-to-recommend-content (last visited Dec. 8, 2022).

[309] *Id.*

[310] *Id.*

[311] *Id.*

[312] Nilay Patel, YouTube Chief Product Officer Neal Mohan on The Algorithm, Monetization, and the Future for Creators, Verge (Aug. 3, 2021), https://www.theverge.com/22606296/youtube-shorts-fund-neal-mohan-decoder-interview.

amount of time users spend watching content on YouTube.

277. Because Google has designed and refined its algorithms to be manipulative, these algorithms are incredibly successful at getting users to view content based on the algorithm's recommendation. Mohan stated in 2018 that YouTube's AI-driven recommendations are responsible for 70 percent of the time users spend on YouTube.[313] In other words, 70 percent of all YouTube content that users watch was recommended to users by YouTube's algorithms as opposed to users purposely searching for and identifying the content they watch.

278. Mohan also stated that recommendations keep mobile device users watching YouTube for more than 60 minutes at a time on average.[314]

279. Given that people watch more than one billion hours of YouTube videos daily,[315] YouTube's recommendation algorithms are responsible for hundreds of millions of hours that users spend watching videos on YouTube.

e. YouTube's Conduct in Designing and Operating its Platform Has Harmed the Mental Health of Minors

280. By designing YouTube's algorithms to prioritize and maximize the amount of time users spend watching videos, Google has harmed the mental health of minors. In particular, YouTube has harmed the mental health of minors by recommending content to youth through its algorithms.

281. YouTube's algorithms push its young users down rabbit holes where they are likely to encounter content that is violent, sexual, or encourages self-harm, encourages eating disorders, among other types of harmful content.

282. Research by the Tech Transparency Project ("TTP") shows that YouTube Kids fed children content that involved drug culture, guns, and beauty and diet tips that could lead to harmful body image issues.[316] Among the videos TTP found were step-by-step instructions on

---

313 Joan E. Solsman, YouTube's AI is the puppet master over most of what you watch, CNET (Jan. 20, 2018), https://www.cnet.com/tech/services-and-software/youtube-ces-2018-neal-mohan/.

314 *Id.*

315 Shira Ovide, The YouTube Rabbit Hole is Nuanced, N.Y. Times (Apr. 21, 2022), https://www.nytimes.com/2022/04/21/technology/youtube-rabbit-hole.html.

316 Alex Hern, *YouTube Kids shows videos promoting drug culture and firearms to toddlers*, Guardian (May 5, 2022), https://www.theguardian.com/technology/2022/may/05/youtube-kids-shows-videos-promoting-drug-

how to conceal a gun, guides on how to bleach one's face at home, and workout videos emphasizing the importance of burning calories and telling kids to "[w]iggle your jiggle."[317] This research shows that YouTube Kids not only lets inappropriate content slip through its algorithmic filters, but actively directed the content to kids through its recommendation engine.

283. Amanda Kloer, a campaign director with the child safety group ParentsTogether, spent an hour on her child's YouTube Kids profile and found videos "encouraging kids how to make their shirts sexier, a video in which a little boy pranks a girl over her weight, and a video in which an animated dog pulls objects out of an unconscious animated hippo's butt."[318] Another parent recounted that YouTube Kids' autoplay function led her 6-year-old daughter to an animated video that encouraged suicide.[319]

284. Other youth are fed content by YouTube's algorithms that encourages self-harm. As reported by PBS Newshour, a middle-schooler named Olivia compulsively watched YouTube videos every day after she came home from school.[320] Over time she became depressed and started searching for videos on how to commit suicide. Similar videos then gave her the idea of overdosing. Weeks later she was in the hospital after "downing a bottle of Tylenol."[321] Ultimately, she was admitted into rehab for digital addiction because of her compulsive YouTube watching.[322]

285. Accounting to the Pew Research Center, 46 percent of parents say their child has encountered inappropriate videos on YouTube.[323] And children are not encountering these videos on their own volition. Rather, they are being fed harmful and inappropriate videos through

---

culture-firearms-toddlers.

317 *Guns, Drugs, and Skin Bleaching: YouTube Kids Poses Risks to Children*, Tech Transparency Project (May 5, 2022), https://www.techtransparencyproject.org/articles/guns-drugs-and-skin-bleaching-youtube-kids-still-poses-risks-children.

318 Rebecca Heilweil, *YouTube's kids app has a rabbit hole problem*, Vox (May 12, 2021), https://www.vox.com/recode/22412232/youtube-kids-autoplay.

319 *Id.*

320 Lesley McClurg, After compulsively watching YouTube, teenage girl lands in rehab for 'digital addiction', PBS (May 16, 2017), https://www.pbs.org/newshour/health/compulsively-watching-youtube-teenage-girl-lands-rehab-digital-addiction.

321 *Id.*

322 *Id.*

323 Brooke Auxier et al., Parenting Children in The Age of Screens, Pew Rsch. Ctr. (July 28, 2020), https://www.pewresearch.org/internet/2020/07/28/parental-views-about-youtube/.

YouTube's algorithms. Again, YouTube's AI-driven recommendations are responsible for 70 percent of the time users spend on YouTube.[324]

286. Other reports have also found that YouTube's recommendation algorithm suggests a wide array of harmful content, including videos that feature misinformation, violence, and hate speech, along with other content that violates YouTube's policies.[325] A 2021 crowdsourced investigation from the Mozilla Foundation involving 37,000 YouTube users revealed that 71 percent of all reported negative user experiences came from videos recommended by YouTube to users.[326] And users were 40 percent more likely to report a negative experience with a video recommended by YouTube's algorithm than with a video they searched for.[327]

287. The inappropriate and disturbing content YouTube's algorithms expose children to have adverse effects on mental health. Mental health experts have warned that YouTube is a growing source of anxiety and inappropriate sexual behavior among kids under the age of 13.[328]

288. Further the harmful content YouTube's algorithms expose children to harm brain development. "Children who repeatedly experience stressful and/or fearful emotions may under develop parts of their brain's prefrontal cortex and frontal lobe, the parts of the brain responsible for executive functions, like making conscious choices and planning ahead," according to "Donna Volpitta, Ed.D., founder of The Center for Resilient Leadership."[329]

289. Even though much of the content YouTube's algorithms feed to youth is harmful, it triggers chemical reactions that encourage youth to spend more time watching videos on YouTube. According to Dr. Volpita, watching "fear-inducing videos cause the brain to receive a small amount of dopamine," which acts as a reward and creates a desire to do something over

---

[324] Joan E. Solsman, YouTube's AI is the puppet master over most of what you watch, CNET (Jan. 20, 2018), https://www.cnet.com/tech/services-and-software/youtube-ces-2018-neal-mohan/.

[325] Brandy Zadrozny, YouTube's recommendations still push harmful videos, crowdsourced study finds, NBC News (July 17, 2021), https://www.nbcnews.com/tech/tech-news/youtubes-recommendations-still-push-harmful-videos-crowdsourced-study-rcna1355.

[326] *Id.*

[327] *Id.*

[328] Josephine Bila, YouTube's dark side could be affecting your child's mental health, CNBC (Feb. 13, 2018), https://www.cnbc.com/2018/02/13/youtube-is-causing-stress-and-sexualization-in-young-children.html.

[329] *Id.*

and over.[330] This dopaminergic response is in addition to the reward stimulus YouTube provides users through IVR.

290. Mental health professionals across the country have seen an increase in children experiencing mental health issues because of YouTube. Natasha Daniels, a child psychotherapist in Arizona, has said she has seen a rise in cases of children suffering from anxiety because of videos they watched on YouTube.[331] Because of their anxiety, these children "exhibit loss of appetite, sleeplessness, crying fits, and fear."[332]

291. In addition to causing anxiety, watching YouTube is also associated with insufficient sleep.[333] In one study on the effect of app use and sleep, YouTube was the only app consistently associated with negative sleep outcomes.[334] For every 15 minutes teens spent watching YouTube, they had a 24 percent greater chance of getting fewer than seven hours of sleep.[335] YouTube is particularly problematic on this front because of YouTube's recommendation and autoplay feature make it "so easy to finish one video" and watch the next, said Dr. Alon Avidan, director of the UCLA Sleep Disorders Center.[336] In turn, insufficient sleep is associated with poor health outcomes.[337] Thus, YouTube exacerbates an array of youth mental health issues by contributing to sleep deprivation.

292. Despite the vast evidence that YouTube's design and algorithms harms millions of youths, Google continues to manipulate them into staying on the platform and watching more and more videos so that it can increase its ad revenue.

E. The Effect of Social Media Use on School Districts

---

330 *Id.*

331 *Id.*

332 *Id.*

333 Meg Pillion et al., What's 'app'-ning to adolescent sleep? Links between device, app use, and sleep outcomes, 100 Sleep Med. 174–82 (Dec. 2022), https://www.sciencedirect.com/science/article/abs/pii/S1389945722010991?via%3Dihub.

334 *Id.*

335 *Id.*

336 Cara Murez, One App is Especially Bad for Teens' Sleep, U.S. News (Sept. 13, 2022), https://www.usnews.com/news/health-news/articles/2022-09-13/one-app-is-especially-bad-for-teens-sleep.

337 Jessica C. Levenson et al., The Association Between Social Media Use and Sleep Disturbance Among Young Adults, 85 Preventive Med. 36–41 (Apr. 2016), https://www.sciencedirect.com/science/article/abs/pii/S0091743516000025.

293. School districts are uniquely harmed by the current youth mental health crisis. This is because schools are one of the main providers for mental health services for school-aged children.[338] Indeed, over 3.1 million children ages 12–17 received mental health services through an education setting in 2020, more than any other non-specialty mental health service setting.[339]

294. Most schools offer mental health services to students. In the 2021–22 school year, 96 percent of public schools reported offering at least one type of mental health service to their students.[340] But 88 percent of public schools did not strongly agree that they could effectively provide mental health services to all students in need.[341] The most common barriers to providing effective mental health services are (1) insufficient number of mental health professionals; (2) inadequate access to licensed mental health professionals; and (3) inadequate funding.[342] Student opinions also reflect that schools are unable to provide adequate mental health services. Less than a quarter of students in grades 6–12 report accessing counseling or psychological services when they are upset, stressed, or having a problem.[343] And of the students who access mental health services, only 41 percent of middle schoolers and 36 percent of high schoolers are satisfied with the services they receive.[344]

295. In part, schools are struggling to provide adequate mental health services because of the increase in students seeking these services. More than two-thirds of public schools reported an increase in the percent of students seeking mental health services from school since the start of the pandemic.[345]

---

[338] National Survey on Drug Use and Health, SAMHSA (2019 & 1st & 4th Qs. 2020), https://www.samhsa.gov/data/report/2020-nsduh-detailed-tables.

[339] *Id.*

[340] Roughly Half of Public Schools Report That They Can Effectively Provide Mental Health Services to All Students In Need, Nat'l Ctr. Educ. Stat. (May 31, 2022), https://nces.ed.gov/whatsnew/press_releases/05_31_2022_2.asp.

[341] *Id.*

[342] *Id.*

[343] *Insights From the Student Experience, Part I: Emotional and Mental Health* at 2, YouthTruth (2022), https://youthtruthsurvey.org/wp-content/uploads/2022/10/YouthTruth_EMH_102622.pdf.

[344] *Id.*

[345] Roughly Half of Public Schools Report That They Can Effectively Provide Mental Health Services to All Students In Need, Nat'l Ctr. Educ. Stat. (May 31, 2022), https://nces.ed.gov/whatsnew/press_releases/05_31_2022_2.asp.

296. During this same period, adolescents increased their social media use, also raising levels of excessive and problematic use of digital media.[346] And these higher rates of social media use are related to higher "ill-being."[347] Thus, the increase in adolescent social media use during the pandemic has caused an increase in adolescents experiencing mental health problems.

297. That relationship is reflected in reports from public schools. Over 75 percent of public schools reported an increase in staff expressing concerns about student depression, anxiety, and other disturbances since the start of the pandemic.[348] Students receiving mental health services in educational settings predominately do so because they "[f]elt depressed," "[t]hought about killing [themselves] or tried to" or "[f]elt very afraid and tense."[349]

298. Anxiety disorders are also up, affecting 31.9 percent of adolescents between 13 and 18 years old.[350] "Research shows that untreated teenagers with anxiety disorders are at higher risk to perform poorly in school, miss out on important social experiences, and engage in substance abuse."[351]

299. Schools are struggling not only to provide students with mental health services but also to deliver an adequate education because of the youth mental health crisis. Students in grades 6–12 identify depression, stress, and anxiety as the most prevalent obstacles to learning.[352] Most middle school and high school students also fail to get enough sleep on school nights, which contributes to poor academic performance.[353] These negative mental health

---

346 Laura Marciano et al., *Digital Media Use and Adolescents' Mental Health During the Covid-19 Pandemic: A Systematic Review and Meta-Analysis,* Frontiers Pub. Health (Feb. 2022), https://www.ncbi.nlm.nih.gov/pmc/articles/PMC8848548/.

347 *Id.*

348 Roughly Half of Public Schools Report That They Can Effectively Provide Mental Health Services to All Students In Need, Nat'l Ctr. Educ. Stat. (May 31, 2022), https://nces.ed.gov/whatsnew/press_releases/05_31_2022_2.asp.

349 Rachel N. Lipari et al., *Adolescent Mental Health Service Use and Reasons for Using Services in Specialty, Educational, and General Medical Settings*, SAMHSA (May 5, 2016), https://www.samhsa.gov/data/sites/default/files/report_1973/ShortReport-1973.html#:~:text=The percent20Substance percent20Abuse percent20and percent20Mental,273 percent2DTALK percent20(8255).

350 Anxiety Disorders: Facts and Statistics, Anxiety & Depression Ass'n Am., https://adaa.org/understanding-anxiety/facts-statistics (last visited Dec. 8, 2022).

351 *Id.*

352 Insights From the Student Experience, Part I: Emotional and Mental Health at 2–3, YouthTruth (2022), https://youthtruthsurvey.org/wp-content/uploads/2022/10/YouthTruth_EMH_102622.pdf.

353 Anne G. Wheaton et al., Short Sleep Duration Among Middle School and High School Students-United States,

outcomes are also the most common symptoms of excessive social media use.

300. The youth mental health crisis has also caused a wide range of other behavioral issues among students that interfere with schools' ability to teach. In 2022, 61 percent of public schools saw an increase in classroom disruptions from student misconduct compared to school years before the pandemic.[354] Fifty-eight percent of public schools also saw an increase in rowdiness outside of the classroom, 68 percent saw increases in tardiness, 27 percent saw increases in students skipping classes, 55 percent saw increases in the use of electronic devices when not permitted, 37 percent saw an increase in bullying, 39 percent saw an increase in physical fights between students, and 46 percent saw an increase in threats of fights between students.[355]

301. Further exacerbating school's struggle to teach is the fact students are not showing up to school. Indeed, student absenteeism has greatly increased. In the 2021–22 school year, 39 percent of public schools experienced an increase in chronic student absenteeism compared to the 2020–21 school year, and 72 percent of public schools saw increased chronic student absenteeism compared to school years before the pandemic.[356] Following suit, vandalism has increased in 2022, with 36 percent of public schools reporting increased acts of student vandalism on school property.[357]

302. School districts have borne increased costs and expenses in response to the youth mental health crisis. These costs include:

(a) hiring additional mental health personnel (41 percent of public schools added staff to focus on student mental health);[358]

(b) developing additional mental health resources (46 percent of public schools created or expanded mental health programs for students, 27 percent added

---

2015, 67(3) Morbidity & Mortality Wkly. Rpt. 85–90 (Jan. 26, 2018), http://dx.doi.org/10.15585/mmwr.mm6703a1.

[354] 2022 School Pulse Panel, U.S. Dep't Educ., Inst. Educ. Sci. (2022), https://ies.ed.gov/schoolsurvey/spp/.

[355] *Id.*

[356] *Id.*

[357] *Id.*

[358] *Id.*

student classes on social, emotional, and mental health and 25 percent offered guest speakers for students on mental health);[359]

(c)training teachers to help students with their mental health (56 percent of public schools offered professional development to teachers on helping students with mental health);[360]

(d) increasing disciplinary services and hiring additional personnel for disciplinary services in response to increased bullying and harassment over social media;

(e) addressing property damaged as a result of students acting out because of mental, social, and emotional problems Defendants' conduct caused;

(f) diverting time and resources from instruction activities to notify parents and guardians of students' behavioral issues and attendance;

(g) investigating and responding to threats made against schools and students over social media;

(h) updating its student handbook to address use of Defendants' platforms; and

(i) updating school policies to address use of Defendants' platforms.

F. Impact of Social Media Use on Plaintiffs

304. CLARKSVILLE-MONTGOMERY has been seriously and directly impacted by the mental health crisis among youth in its community.

305. Since 2018, CLARKSVILLE-MONTGOMERY has experienced a rise in mental health issues, cyberbullying, spreading harmful content originating from social media, sexting, child pornography, and threats of mass violence, among others, perpetuated by use of Defendants' platforms.

306. In Fall, 2021, CLARKSVILLE-MONTGOMERY was overwhelmed by greater than 100 incidences of vandalism and theft by students linked to social media "challenges." The incidences of vandalism include:

[359] *Id.*
[360] *Id.*

a. Soap dispensers, paper towel dispensers, toilet paper holders, and plumbing fixtures being ripped off walls;

b. Toilets being intentionally clogged by students participating in these "challenges" to flood bathrooms;

c. Items being glued to toilet seats; and

d. Food and other items being smeared on toilet seats and bathroom stall walls.

307. The increased use of and dependency on social media has led to an increase in the number of Plaintiff's students in crisis, acting out, vandalizing school property, and in need of mental health services.

308. In an attempt to address the decline in students' mental, emotional, and social health, Plaintiff has been forced to divert resources and expend additional resources to:

a. hire additional personnel, including counselors and medical professionals to address mental, emotional, and social health issues;

b. develop additional resources to address mental, emotional, and social health issues;

c. increase training for teachers and staff to identify students exhibiting symptoms affecting their mental, emotional, and social health;

d. train teachers, staff, and members of the community about the harms caused by Defendants' wrongful conduct;

e. develop lesson plans to teach students about the dangers of using Defendants' platforms;

f. educate students about the dangers of using Defendants' platforms;

g. update its student handbook to address use of Defendants' platforms; and

h. update school policies to address use of Defendants' platforms.

315. Additionally, more students have been acting out as a result of the decline Defendants caused in students mental, emotional, and social health. As a result, Plaintiff has been forced to divert resources and expend additional resources to:

a. repair damaged property as a result of the exploitive and harmful content Defendants directed to students;

b. increase disciplinary services and time spent addressing bullying, harassment, and threats;

c. confiscate devices on which students were compelled by Defendants' conduct to use while in class or school campuses to access Defendants' platforms;

d. meet with students and the parents of students caught using Defendants' platforms at school;

e. divert time and resources from instruction activities to notify parents and guardians of students' behavioral issues and attendance; and

f. investigate and respond to threats made against schools and students over social media.

316. Since 2018, CLARKSVILLE-MONTGOMERY has had to increase School Resource Officer ("SRO") staff, to include full-time SRO investigators who spend countless hours per year investigating threats of school violence and other criminal behavior originating on and spreading through Defendants' platforms.

317. Since August, 2019, CLARKSVILLE-MONTGOMERY and law enforcement have investigated nearly 175 threats involving Plaintiff's district. Those threats are directly linked to an increase in students' use of Defendants' platforms.

318. But even equipped with these resources, Plaintiff cannot keep up with the increased need for mental health services due to the youth mental health crisis.

319. As a result, the rest of Plaintiff's staff must work in overdrive to help students with mental health concerns.

320. Plaintiff requires significantly greater and long-term funding to address the nuisance Defendants have created. It is time, as President Biden declared, to get "all Americans the mental health services they need."[361]

[361] President Biden, State of the Union Address (Mar. 1, 2022) (transcript available at https://www.whitehouse.gov/state-of-the-union-2022/).

V. THE COMMUNICATIONS DECENCY ACT, 47 U.S.C. § 230(c) EXPRESSLY ALLOWS INTERACTIVE COMPUTER SERVICE COMPANIES LIKE DEFENDANTS TO LIMIT HARMFUL CONTENT, AND THERE IS NOT IMMUNITY FOR DEFENDANTS' CONDUCT

321. Plaintiff anticipates that Defendants will raise section 230 of the Communications Decency Act, 47 U.S.C. § 230(c)(1), as a shield for their conduct. But section 230 is no shield for Defendants' own acts in designing, marketing, and operating social media platforms that are harmful to youth.

322. Section 230 was enacted by Congress to address the harms associated with certain content and drafted to limit liability for "Good Samaritans" seeking to restrict such harmful content. It is entitled, "Protection for 'Good Samaritan' blocking and screening of offensive material."

323. Section 230 provides immunity from liability only to "(1) a provider or user of an interactive computer service (2) whom a plaintiff seeks to treat, under a state law cause of action, as a publisher or speaker (3) of information provided by another information content provider." *Barnes v. Yahoo!, Inc.*, 570 F.3d 1096, 1100–01 (9th Cir. 2009), as amended (Sept. 28, 2009).

322. Publication generally involves traditional editorial functions, such as reviewing, editing, and deciding whether to publish or to withdraw from publication third-party content. *Lemmon v. Snap, Inc.*, 995 F.3d 1085, 1091 (9th Cir. 2021).

323. Publication does not, however, include duties related to designing and marketing a social media platform. *See id.* at 1092–93.

324. Plaintiff expressly disavows any claims or allegations that attempt to hold Defendants liable as the publisher or speaker of any information provided by third parties.

325. Section 230 does not immunize Defendants' conduct because, among other considerations: (1) Defendants are liable for their own affirmative conduct in recommending and promoting harmful content to youth; (2) Defendants are liable for their own actions designing and marketing their social media platforms in a way that causes harm; (3) Defendants are liable for the content they create that causes harm; and (4) Defendants are liable for distributing, delivering, and/or transmitting material that they know or have reason to know is harmful,

unlawful, and/or tortious.

326. First, Plaintiff is not alleging Defendants are liable for what third-parties have said on Defendants' platforms but, rather, for Defendants' own conduct. As described above, Defendants affirmatively recommend and promote harmful content to minors, such as pro-anorexia and eating disorder content, and Snapchat filters which promote plastic surgery or body dysmorphia. Recommendation and promotion of damaging material is not a traditional editorial function and seeking to hold Defendants liable for these actions is not seeking to hold them liable as a publisher or speaker of third party-content.

327. Second, Plaintiff's claims arise from Defendants' status as designers and marketers of dangerous social media platforms that have injured the health, comfort, and repose of its community. The nature of Defendants' platforms centers around Defendants' use of algorithms and other design features that encourage users to spend the maximum amount of time on their platforms—not on particular third party content. The algorithms Defendants designed and employ adapt to the social media activity of individual users to promote whatever content will trigger a particular user's attention and maximize their use of the platform, for as long as possible. Defendants' algorithms are user-focused rather than content-based and are indifferent to the nature and type of content they promote to users, provided that such content increases the time users spend on their platforms. In that respect, they are content neutral.

328. Third, Defendants are liable for the content they create. In addition to content such as Snapchat filters which promote body dysmorphia, Defendants send emails and notifications to youth including material they create which often promotes certain harmful content.

329. Fourth, Plaintiff does not seek to hold Defendants liable as publishers or speakers of information provided by other content providers, but instead Plaintiff seeks to hold them liable for distributing material they know or should know is harmful or unlawful. *See Malwarebytes Inc. v. Enigma Software Grp. USA, LLC*, 141 S. Ct. 13 (2020) (statement of Justice Thomas respecting denial of certiorari discussing the distinction between distributor and publisher

liability); cf. Restatement (Second) of Torts § 581 (Am. Law Inst. 1977) ("[O]ne who only delivers or transmits defamatory matter published by a third person is subject to liability if, but only if, he knows or has reason to know of its defamatory character.")

330. Plaintiff's claim is based upon Defendants' own conduct, which has resulted in the exacerbation of the public health crisis from which Plaintiffs' students are suffering.

VI. CAUSES OF ACTION

COUNT ONE – VIOLATIONS OF PUBLIC NUISANCE LAW

331. Plaintiff incorporates each preceding paragraph as though set forth fully herein.

333. Defendants have created and maintained a public nuisance which proximately caused injury to Plaintiff.

334. Plaintiff, in the operation of its schools, has a right to be free from conduct that endangers their health and safety, and the health and safety of their employees and students. Yet Defendants have engaged in conduct and omissions which unreasonably and injuriously interfered with the public health and safety in Plaintiff's community and created substantial and unreasonable annoyance, inconvenience, and injury to the public by their production, promotion, design, distribution, and marketing of their social media platforms, for use by youth in Plaintiff's schools. Defendants' actions and omissions have substantially, unreasonably, and injuriously interfered with Plaintiff's functions and operations and affected the public health, safety and welfare of Plaintiff's community.

335. Each Defendant has created or assisted in the creation of a condition that is injurious to the health and safety of Plaintiff and its students and interferes with the comfortable enjoyment of life and property of Plaintiff's community.

336. Defendants' conduct has directly caused a severe disruption of public health, order and safety. Defendants' conduct is ongoing and continues to produce permanent and long-lasting damage.

337. This harm to Plaintiff and the public is substantial, unreasonable, widespread and ongoing.

338. Because of the mental health crisis caused by Defendants, Plaintiffs' schools can no longer operate, use, or enjoy their property free from injury or interference.

339. Defendants' design, manufacture, production, marketing, and promotion of such addictive, manipulative and harmful social media platforms, when such actions were taken with the intent to market to, and in fact, were marketed to youth through targeted campaigns, unreasonably interfered with a public right in that the results of Defendants' actions created and maintained a condition dangerous to the public's health, was offensive to community moral standards, or unlawfully obstructed the public in free use of public property. Defendants intentionally created and maintained a public nuisance by, among other acts:

a. Designing social media platforms that were uniquely youth oriented;

b. Designing a product that was meant to facilitate use by minors, both generally and in a way that was branded youth friendly;

c. Failing to sufficiently study and conduct necessary tests to determine whether their platforms were safe for children/minor users;

d. Creating, producing, maintaining, distributing, managing, marketing, promoting, and delivering their platforms to the general public and to Plaintiff's students without thorough and adequate pre-and post market testing;

e. Designing and using algorithms which promote harmful, destructive content to be consumed by the user, regardless of age;

f. Failing to act on data, reports, analysis, opinions, or information known, or that should have been known in the exercise of reasonable diligence, pertaining to Defendants' platform and the risks and hazards posed to children, adolescents and minors;

g. Designing their social media platforms to encourage excessive amounts of time that users spend on the platform and causing mental and emotional harm, particularly to children/minors, using manipulative technology such as algorithm-based feeds, IVR and social reciprocity;

h. Failing to employ adequate safeguards in the creation, maintenance, and operation of their platforms to ensure they would not encourage excessive and harmful use;

i. Failing to take reasonably adequate steps to prevent their platforms from being promoted, distributed, and used by minors under the age of 13;

j. Designing engineering, developing, and maintaining their platforms to appeal to children, adolescents and teens, where such minors lack the same cognitive development as adults and are particularly vulnerable to social reward-based manipulative tactics such as algorithm-based feeds and social reciprocity;

k. Failing to disclose to or warn Plaintiffs, users, consumers, and the general public of the negative mental and emotional health consequences associated with their platforms and social media generally, especially for children/minors;

l. Failing to provide reasonably adequate warnings to youth users or the parents or guardians of such minors, where Defendants could reasonably foresee such minors would use their platforms;

m. Failing to disclose to Plaintiffs, Plaintiffs' students, and the general public that Defendants' platforms are designed to maximize the time children, adolescents, and teens spend on Defendants' platforms and that such platforms cause negative mental, emotional, and social health consequences, particularly among minors;

n. Failing to warn Plaintiff, Plaintiff's students, and the public of the true risks of using Defendants' platforms;

o. Advertising, marketing, and recommending Defendants' platforms while concealing and failing to disclose or warn of the dangers known by Defendants to be associated with, or caused by, minors' use of Defendants' platforms;

p. Continuing the creation, production, maintenance, distribution, management, marketing, promotion, and delivery of Defendants' platforms with knowledge that Defendants' platforms are unreasonably unsafe, addictive, and dangerous to minors, and otherwise harmful to minors' mental and emotional health;

q. Failing to change Defendants' algorithms, which are used to recommend content to users, in a manner that would no longer concentrate on maximizing the amount of time users spend on Defendants' platforms notwithstanding the reasonably foreseeable mental and emotional safety risks this posed to Defendants' minor users;

r. Failing to adequately limit Defendants' algorithm-based recommendations to filter out content that exposes youth users to content that is violent, sexual, or encouraging self-harm and other types of harmful content; and

s. Representing that Defendants' platforms were safe for child, adolescent, and teen users when, in fact, Defendants knew or should have known that the platforms created a clear and present danger for the mental and emotional health of minors.

340. Defendants' conduct substantially and unreasonably interfered with public health, safety and the right to a public education in a safe and healthy environment. In that regard, and in other ways as discussed herein, the public nuisance created or maintained by Defendants was connected to Plaintiff's property, including but not limited to the school buildings.

341. The health and safety of Plaintiffs' students and employees, including those who use, have used, or will use Defendants' platforms, as well as those affected by others' use of their platforms, are matters of substantial public interest and of legitimate concern to Plaintiff and Plaintiff's community.

342. Defendants' conduct has affected and continues to affect a substantial number of people within Plaintiffs' school district and is likely to continue causing significant harm.

343. But for Defendants' actions, Plaintiffs' students would not use social media platforms as often or for as long as they do, be deluged with exploitive and harmful content to the same degree, and the public health crisis that currently exists as a result of Defendants' conduct would have been averted.

344. Defendants knew or should have known that their conduct would create a public nuisance. Defendants knew or should have known, that their acts and omissions involved in the

development, promotion and use of their platforms would cause students to excessively use their platforms. Defendants knew, or reasonably should have known, that their tactics to encourage user engagement with their platforms were designed to appeal to minors, and that their acts and omissions intended to increase minors' use of their platforms were causing harm to minors in Plaintiff's school district and to Plaintiff itself.

345. Thus, the public nuisance caused by Defendants was reasonably foreseeable, including the financial and economic losses incurred by Plaintiffs.

346. Alternatively, each Defendants' conduct was a substantial factor in bringing about the public nuisance as described herein. By designing, marketing, promoting, and operating their platforms in a manner intended to maximize the time youth spend on their respective platforms—despite knowledge of the harms to youth from their wrongful conduct—Defendants directly accelerated and enabled the widespread, excessive, and habitual use of their platforms and the public nuisance effecting CLARKSVILLE-MONTGOMERY. By seeking to capitalize on their success by refining their platforms to increase the time youth spend on their platforms, Defendants directly contributed to the public health crisis and the public nuisance affecting Plaintiffs.

347. Defendants' conduct is especially injurious to CLARKSVILLE-MONTGOMERY because, as a direct and proximate cause of Defendants' conduct creating or assisting in the creation of a public nuisance, Plaintiff and its students and employees have sustained and will continue to sustain substantial injuries.

348. Defendants, and each of them, facilitated and permitted the conditions to exist that caused the harms herein mentioned.

349. Defendants directly facilitated the rise of the youth suicide crisis.

350. Plaintiffs have attempted to mitigate the harm and disruption caused by Defendants' conduct, including the following:

a. Hiring additional personnel to address mental, emotional, and social health crises and security;

b. Developing and spending additional resources to address mental, emotional, and social health issues;

c. Increasing training for teachers and staff to identify students exhibiting symptoms impacting their mental, emotional, and social health;

d. Implementing additional training for teachers, staff, and members of the community about the harms caused by Defendants' wrongful conduct;

e. Developing/altering lesson plans to teach students about the dangers of using Defendants' platforms;

f. Educating students, staff and parents about the dangers of using Defendants' platforms;

g. Remediating property damaged as a result of students acting out because of mental, social, and emotional problems caused by Defendants' conduct;

h. Increasing time and resources spent addressing bullying, harassment, and threats;

i. Confiscating electronic devices on which students use Defendants' platforms while in class or on Plaintiffs' campus;

j. Meeting with students and the parents caught using Defendants' platforms at school or other disciplinary matters related to students' use of Defendants' platforms;

k. Diverting time and resources from instruction activities to notify parents and guardians of students' behavioral issues and attendance issues caused by use of Defendants' platforms;

l. Investigating and responding to threats made against Plaintiff's schools and students originating on or because of social media;

m. Updating student handbook(s) to address use of Defendants' platforms;

n. Modifying school policies to address use of Defendants' platforms; and

o. Addressing increased incidence of vandalism, property damage, crime, and increased need for discipline of students caused by use of Defendants' platforms.

353. Fully abating the youth mental health crisis resulting from Defendants' conduct will require much more than these steps.

354. As detailed herein, Plaintiff has suffered special injury, different in kind from those suffered by the general public, including but not limited to, those arising from: discipline and suspensions related to incidents of social media use in Plaintiff's schools have increased at alarming rates; property damage due to "challenges" and other content promoted and spread by Defendants' platforms; Plaintiff has had to closely monitor and stop the use of electronic devices in Plaintiff's schools as to prevent social media being used during a time when students should be learning; Plaintiff has had to divert resources toward the mental health crisis caused by Defendants; Plaintiff has had to change lesson plans and educational courses to mitigate the youth bullying, eating disorders, and suicide content promulgated on defendants' platforms; Plaintiff has had to devote and divert staff resources to conduct staff training on the dangers of social media use; Plaintiff has had to hire additional school counselors and staff to address the youth mental health crisis caused by widespread use by minors of Defendants' platforms.

355. Plaintiffs therefore request all the relief to which it is entitled in its own right and relating to the special damage or injury it has suffered, and not in any representative or *parens patriae* capacity on behalf of students, including damages in an amount to be determined at trial and an order providing for the abatement of the public nuisance that Defendants have created or assisted in the creation of, and enjoining Defendants from future conduct contributing to the public nuisance described above.

356. Defendants engaged in conduct, as described above, that constituted malice, oppression, or fraud, with intent to cause injury and/or with willful and knowing disregard of the rights or safety of another, being fully aware of the probable dangerous consequences of the conduct and deliberately failing to avoid those consequences.

357. Defendants regularly risk the lives and health of consumers and users of its platforms with full knowledge of the dangers of its platforms. Defendants made conscious decisions not to redesign, alter the platforms, warn, or inform the unsuspecting public, including Plaintiff's

students or Plaintiff. Defendants' willful, knowing and reckless conduct, constituting malice, oppression or fraud therefore warrants an award of aggravated or punitive damages.

COUNT II

NEGLIGENCE

358. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth herein.

359. Defendants owed Plaintiffs a duty to not expose Plaintiffs to an unreasonable risk of harm, and to act with reasonable care as a reasonably careful person and/or company would act under the circumstances.

360. At all times relevant herein, Defendants owed a duty to consumers and the general public, including Plaintiffs, to exercise reasonable care in the creation, production, maintenance, distribution, management, marketing, promotion, and delivery of Defendants' social media platforms, including the duty to take all reasonable steps necessary to design, research , market, advertise, promote, operate, and distribute their platforms in a way that is not unreasonably dangerous to users, including minors.

361. At all times relevant herein, Defendants knew or, in the exercise of reasonable care, should have known of the hazards and dangers of their respective social media platforms and specifically, the health hazards their platforms posed to youth in particular, especially prolonged use of such platforms where exposure to harmful content was reasonably foreseeable.

362. At all times relevant herein, Defendants knew or, in the exercise of reasonable care, should have known that use of Defendants' social media platforms by minors would create a dangerous and unreasonable risk of injury to Plaintiffs.

363. Defendants also knew, or in the exercise of reasonable care should have known, that users and consumers of Defendants' social media platforms were unaware of the risks associated with the use of Defendants' platforms, or the magnitudes of such risks. These risks include, but are not limited to, the risks of excessive social media use and the risks of the probability that algorithm-based recommendations would expose minor users to content that is violent, sexual, or

encourages self-harm, among other types of harmful content, or that mental and emotional illness could result.

364. Defendants, by actions, inactions, representations and omissions, breached heir duty of reasonable care, failed to exercise ordinary care, and failed to act as a reasonably careful person and/or company would act under the circumstances in the creation, production, maintenance, distribution, management, marketing, promotion, and delivery of their social media platforms, in that Defendants' creation, production, maintenance, distribution, management, marketing, promotion, and delivery social media platforms that Defendants knew or had reason to know would negatively impact the mental health of consumers, particularly minors, and the schools they attend, and failed to prevent or adequately warn of these serious risks and injuries.

365. Despite their knowledge, opportunity, ability, and means to investigate, study, and test their social media platforms, and to provide adequate warnings, Defendants failed to take these action. Defendants have wrongfully concealed information and have made false and/or misleading statements concerning the safety and use of Defendants' social media platforms.

366. Defendants breached their duty in the following ways, including but not limited to:

a. Creating, designing, producing, maintaining, distributing, managing, marketing, promoting, and delivering their platforms to the public, Plaintiffs, and Plaintiffs' students without thorough or adequate pre and post market testing/analysis;

b. Failing to sufficiently study and conduct necessary tests to determine whether or not their platforms were safe for children/minor users;

c. Failing to use reasonable care in the creation, production, maintenance, distribution, management, marketing, promotion, and delivery of their platforms to avoid exposure to risk and danger, such as excessive usage by children/minors and exposure to harmful content;

d. Failing to act on data, reports, analysis, opinions, or information known, or that which should have been known in the exercise of reasonable diligence, pertaining to Defendants' platform and the risks and hazards posed to children;

e. Designing their social media platforms to encourage excessive amounts of time that users spend on their platforms, and causing mental and emotional harm, particularly among children/minors, by way of algorithm-based feeds, IVR, social reciprocity, and reward-based content.

f. Failing to employ adequate safeguards in the creation, maintenance, and operation of their platforms to ensure they would not encourage excessive and harmful use;

g. Failing to take reasonably adequate steps to prevent their platforms from being promoted, distributed, and used by minors under the age of 13;

h. Designing engineering, developing, and maintaining their platforms to appeal to children, adolescents and teens, where such minors lack the same cognitive development as adults and are particularly vulnerable to social reward-based manipulative tactics like social reciprocity.

i. Failing to disclose to or warn Plaintiffs, users, consumers, and the general public of the negative mental and emotional health consequences associated with their platforms and social media generally, especially for children and minors;

j. Failing to provide reasonably adequate warnings to child and minor users or the parents of such minors, where Defendants could reasonably foresee such minors would use their platforms;

k. Failing to disclose to Plaintiffs, users, consumers, and the public that Defendants' platforms are designed to maximize the time users, particularly minors, spend on Defendants' platforms and that such platforms cause negative mental, emotional, and social health consequences;

l. Failing to warn users and the general public, including Plaintiffs and students of Plaintiffs of the true risks of using Defendants' platforms;

m. Advertising, marketing; and promoting Defendants' platforms while concealing and failing to disclose or warn of the dangers known by Defendants to be associated with, or caused by, minors' use of Defendants' platforms;

n. Continuing the creation, production, maintenance, distribution, management, marketing, promotion, and delivery of Defendants' platforms with knowledge that Defendants' platforms are unreasonably unsafe, addictive, and dangerous to children's mental and emotional health;

o. Failing to change Defendants' algorithms, which are used to suggest content to users in a manner that would no longer concentrate on maximizing the amount of time users spend on Defendants' platforms notwithstanding the reasonably foreseeable mental and emotional safety risks this posed to Defendants' minor/children users;

p. Failing to adequately limit Defendants' algorithm-based recommendations to filter out content that expose children and minor users to content that is violent, sexual, or encourages self-harm, among other types of harmful content;

q. Representing that Defendants' platforms were safe for children, adolescent, and teen users when, in fact, Defendants knew or should have known that the platforms presented a clear and present danger for youth's mental and emotional health; and

r. Additional failures, acts or omissions as set forth at length herein.

367. Defendants knew or should have known that it was foreseeable that Plaintiffs would suffer injuries as a result of Defendants' failure to exercise reasonable care in creating, producing, maintaining, distributing, managing, marketing, promoting, and delivering Defendants' platforms, particularly when Defendants' platforms were intentionally and deliberately designed, maintained, and marketed to maximize the time children/minors spend on Defendants' platforms, especially when Defendants' platforms were intentionally and deliberately designed, maintained, and marketed to maximize the time children/minors spend on Defendants' platforms.

368. The full extent and scale of the injuries caused by the intended usage of Defendants' social media platforms could not be known to Plaintiffs.

369. Defendants' negligence was the legal and proximate cause of the injuries, harm and economic losses that Plaintiffs suffered and will continue to suffer. But for Defendants' negligence as described herein, such injuries, harm and economic losses would not have occurred.

370. The mental health crisis caused by Defendants has caused a major disruptive behavioral crisis in Plaintiffs' schools, and Plaintiffs have had to take steps to mitigate the harm and disruption caused by Defendants' conduct, including but not limited to:

a. Providing training to teachers and staff to recognize and build awareness of Defendants' harmful platforms and the consequences of use of same;

b. Hiring additional teachers and staff to alleviate the youth mental health crisis, including mental, emotional, and social harm caused to students and members of the community;

c. Modifying lesson plans and implementing additional efforts to raise awareness and educate Plaintiffs' students and the community Plaintiffs serve regarding Defendants' harmful platforms and related negative consequences;

d. Remediating damage to property proximately caused by use of Defendants' platforms;

e. Hiring additional staff to mitigate and address students in crisis and/or harmed by use of Defendants' platforms;

f. Mitigating distraction and other negative impacts on teaching and inhibiting learning of students proximately caused by Defendants' platforms;

g. Identifying and confiscating devices wherein Defendants' platforms are used during school hours and on campus;

h. Addressing the increasing safety risks related to bullying, threats, and other harmful behaviors proximately caused by Defendants' platforms;

i. Increasing staffing and resources devoted to alleviating mental, emotional, and social health issues;

j. Using additional resources to address disciplinary issues and anti-bullying actions;

k. Amending policies and updating student handbook(s) to address the hazards and disruptions caused by use of Defendants' platforms in school and on campus; and

l. Addressing and mitigating the increased incidence of vandalism, damaged property, crime, and increased need for student discipline and campus security.

371. Defendants' conduct, as described above, was intended to serve their own interests despite having reason to know and consciously disregarding a substantial risk that their conduct was likely to significantly injure the rights of others, including Plaintiffs, Defendants have consciously pursued a course of conduct knowing that it created a substantial risk of significant harm to others, including Plaintiffs. Defendants regularly risk the health of consumers and users of their platforms, including minors and children, with full knowledge of the dangers of their platforms. Defendants consciously decided not to redesign, warn, or inform the unsuspecting public, including Plaintiffs and Plaintiffs' students. Defendants' willful, knowing, and reckless conduct therefore warrants, and Plaintiffs seek, an award of aggravated or punitive damages.

COUNT THREE

GROSS NEGLIGENCE

372. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth herein.

373. Defendants were grossly negligent in designing, manufacturing, supplying, distributing, inspecting (or not inspecting), testing (or not testing), marketing, promoting, advertising, packaging, and/or labeling Defendants' platforms.

374. Defendants owed Plaintiffs a duty to not expose Plaintiffs to an unreasonable risk of harm, and to act with reasonable care as a reasonably careful person and/or company would act under the circumstances.

375. At all time relevant herein, Defendants owed a duty to consumers and the general public, including Plaintiffs, to exercise reasonable care in the creation, production, maintenance,

distribution, management, marketing, promotion, and delivery of Defendants' social media platforms, including the duty to take all reasonable steps necessary to design, research , market, advertise, promote, operate, and distribute their platforms in a way that is not unreasonably dangerous to consumers and users, including youth.

376. At all times relevant herein, Defendants owed a duty to consumers and the general public, including Plaintiffs, to exercise reasonable care in the creation, production, maintenance, distribution, management, marketing, promotion, and delivery of their social media platforms. This included a duty to provide accurate, true, and correct information about the harms and risks of using Defendants' platforms, including the harms and risks to youth. This also included a duty to give accurate and complete warnings about the potential adverse effects of extended use of Defendants' platforms by children/minors, and the dangers and risks from the features of their platforms, such as algorithm-driven harmful content recommendations.

377. At all times relevant herein, Defendants knew or, in the exercise of reasonable care, should have known of the hazards and dangers of their respective social media platforms and specifically, the health hazards their platforms posed to youth in particular, especially prolonged use of such platforms where exposure to harmful content was likely.

378. Therefore, Defendants, by action and inaction, representation and omission, breached their duty of reasonable care, failed to exercise ordinary care, and failed to act as a reasonably careful person and/or company would act under the circumstances in the creation, production, maintenance, distribution, management, marketing, promotion, and delivery of their social media platforms, in that Defendants' creation, production, maintenance, distribution, management, marketing, promotion, and delivery social media platforms that Defendants knew or had reason to know would negatively impact the mental health of consumers, particularly youth, and failed to prevent or adequately warn of these risks and injuries.

379. Despite their opportunity, ability and means to investigate, study, and test their social media platforms and to provide adequate warnings, Defendants failed to take these actions.

Defendants have wrongfully concealed information and have made false and/or misleading statements concerning the safety and use of Defendants' platforms.

380. Defendants engaged in willful and/or wanton conduct that lacked any care and amounted to an extreme departure from what a reasonably careful person would do in the same situation to prevent harm to others. Defendants' willful and wanton conduct caused Plaintiffs to suffer harm.

381. The willful and wanton conduct of Defendants includes, but is not limited to:

a. Creating, producing, maintaining, distributing, managing, marketing, promoting, and delivering their platforms to the general public and Plaintiffs' students without thorough and adequate pre- and post-market testing;

b. Failing to sufficiently study and conduct necessary tests to determine whether or not their platforms were safe for children/minor users;

c. Failing to use reasonable and prudent care in the creation, production, maintenance, distribution, management, marketing, promotion, and delivery of their platforms to avoid exposure to risk and danger, such as excessive usage by youth and exposure to harmful content;

d. Failing to act on data, reports, analysis, opinions, or information known, or that should have been known in the exercise of reasonable diligence, pertaining to Defendants' platform and the risks and hazards posed to children, adolescents and teens;

e. Designing their social media platforms to encourage excessive amounts of time that users spend on their platforms and causing mental and emotional harm, particularly to children/minors, using tactics such as algorithm-based feeds, IVR and social reciprocity;

f. Failing to employ adequate safeguards in the creation, maintenance, and operation of their platforms to ensure they would not encourage excessive and harmful use;

g. Failing to take reasonably adequate steps to prevent their platforms from being promoted, distributed, and used by minors under the age of 13;

h. Designing engineering, developing, and maintaining their platforms to appeal to children, adolescents and teens, where such minors lack the same cognitive development as adults and are particularly vulnerable to social reward-based manipulative tactics such as algorithm-based feeds and social reciprocity;

i. Failing to disclose to or warn Plaintiffs, users, consumers, and the general public of the negative mental and emotional health consequences associated with their platforms and social media generally, especially for children/minors;

j. Failing to provide reasonably adequate warnings to youth users or the parents or guardians of such minors, where Defendants could reasonably foresee such minors would use their platforms;

k. Failing to disclose to Plaintiffs, Plaintiffs' students, and the general public that Defendants' platforms are designed to maximize the time children, adolescents, and teens spend on Defendants' platforms and that such platforms cause negative mental, emotional, and social health consequences, particularly among minors;

l. Failing to warn Plaintiffs, Plaintiffs' students, and the public of the true risks of using Defendants' platforms;

m. Advertising, marketing, and recommending Defendants' platforms while concealing and failing to disclose or warn of the dangers known by Defendants to be associated with, or caused by, minors' use of Defendants' platforms;

n. Continuing the creation, production, maintenance, distribution, management, marketing, promotion, and delivery of Defendants' platforms with knowledge that Defendants' platforms are unreasonably unsafe, addictive, and dangerous to minors, and otherwise harmful to minors' mental and emotional health;

o. Failing to change Defendants' algorithms, which are used to recommend content to users, in a manner that would no longer concentrate on maximizing the amount

of time users spend on Defendants' platforms notwithstanding the reasonably foreseeable mental and emotional safety risks this posed to Defendants' minor users;

p. Failing to adequately limit Defendants' algorithm-based recommendations to filter out content that exposes youth users to content that is violent, sexual, or encouraging self-harm and other types of harmful content; and

q. Representing that Defendants' platforms were safe for child, adolescent, and teen users when, in fact, Defendants knew or should have known that the platforms created a clear and present danger for the mental and emotional health of minors.

382. Defendants knew new or should have known that it was foreseeable that Plaintiffs would suffer injuries as a result of Defendants' failure to exercise reasonable care in designing, researching, developing, testing, marketing, supplying, promoting, advertising, operating, and distributing Defendants' platforms, particularly when Defendants' platforms were designed, developed, operated and marketed to maximize the time youth spend on Defendants' platforms.

383. Plaintiffs did not know the nature and extent of the injuries that could result from the intended use of Defendants' social media platforms by Plaintiffs' students.

384. Defendants negligence produced, and was the proximate cause of, the injuries, harm, and economic losses that Plaintiffs suffered and will continue to suffer. Such injuries, harm, and economic losses would not have happened without Defendants' negligence as described herein.

385. The mental health crisis caused and/or significantly contributed to by Defendants has caused a major disruptive behavioral situation in Plaintiffs' schools, and Plaintiffs has had to take steps to mitigate the harm and disruption caused by Defendants' conduct, including the following:

a. Hiring additional staff and training staff to recognize and build awareness of Defendants' harmful platforms and the harmful consequences of their use;

b. Hiring additional staff and personal to alleviate the youth mental health crisis, including mental, emotional, and social harm caused to students;

c. Creating and designing lesson plans to include efforts to build awareness and educate students regarding Defendants' harmful platforms and related negative consequences;

d. Remediating damage to property proximately caused by use of Defendants' platforms;

e. Hiring additional staff and spending resources providing training to identify and address students in crisis or otherwise negatively impacted by use of Defendants' platforms;

f. Mitigating negative impacts to teaching and learning of students proximately caused by Defendants' platforms;

g. Identifying and confiscating devices wherein Defendants' platforms are used on campus and during class;

h. Addressing and mitigating safety risks caused by bullying, threats, and other harmful behaviors proximately caused by Defendants' platforms;

i. Repurposing existing staff and resources to address and mitigate the mental, emotional, and social issues caused by use of Defendants' platforms;

j. Amending school policy and handbook(s) to address the dangers and disruptions caused by use of Defendants' platforms on campus; and

k. Addressing the increased incidence of vandalism, property damage, crime, and need for student discipline including detention, truancy, and increased security proximately caused by Defendants' platforms.

386. Defendants breached the duties they owed to Plaintiffs and in doing so, were wholly unreasonable. Defendants' conduct, as described above, was intended to serve their own interests despite having reason to know and consciously disregarding a substantial risk that their conduct was likely to significantly injure the rights of others, including Plaintiffs. Defendants consciously pursued a course of conduct knowing that it created a substantial risk of significant harm to others, including Plaintiffs and Plaintiffs' students.

387. As a foreseeable consequence of Defendants' breaches of their duties, Plaintiffs have suffered and will continue to suffer direct and consequential economic and other injuries as a result of dealing with the youth mental health crisis in Plaintiffs' schools, as described herein, including but not limited to expending, diverting, and increasing resources to address this crisis.

388. Defendants engaged in conduct, as described above, that constitutes malice, and oppression, with intent to cause injury and/or with willful and knowing disregard of the rights or safety of Plaintiffs, being fully aware of the probable dangerous consequences of the conduct and deliberately failing to avoid those consequences.

389. Defendants' conduct constituting malice, and oppression, was committed by one or more officers, directors, or managing agents of Defendants, who acted on behalf of Defendants; was authorized by one or more officers, directors, or managing agents of Defendants, and adopted or approved that conduct by one or more of such officers, directors, or managing agents after the conduct occurred.

390. Defendants regularly risk the lives and health of minors and other users of their platforms with full knowledge of the dangers of their platforms. Defendants made conscious decisions not to redesign, re-label, warn, or inform the unsuspecting public, including Plaintiffs and Plaintiffs' students. Defendants' willful, knowing and reckless conduct therefore warrants, and Plaintiffs seek, an award of aggravated or punitive damages.

COUNT FOUR

VIOLATIONS OF THE RACKETTER INFLUENCED AND CORRUPT ORGANIZATIONS ACT ("RICO")

391. Plaintiffs incorporate by reference all preceding paragraphs as if fully set forth herein.

392. This claim is brought by Plaintiffs against all Defendants (the "RICO Defendants" for purposes of this Count III and Count IV) for actual damages, treble damages, and equitable relief under 18 U.S.C. § 1964, for violations of RICO, 18 U.S.C. § 1961 et seq.

393. Pursuant to RICO, it is "unlawful for any person employed by or associated with any enterprise engaged in, or the activities of which affect, interstate or foreign commerce, to conduct or participate, directly or indirectly, in the conduct of such enterprise's affairs through a pattern of racketeering activity." 18 U.S.C. § 1962(c).

394. At all times relevant herein, each RICO Defendant is and has been a "person" within the meaning of 18 U.S.C. § 1961(3), because they are capable of holding, and do hold, "a legal or beneficial interest in property."

395. Each RICO Defendant conducted the affairs of an enterprise through a pattern of racketeering activity, in violation of 18 U.S.C. § 1962(c), as described herein.

396. Each Plaintiff is a "person" within the meaning of 18 U.S.C. § 1961(3), and has standing to sue under 18 U.S.C. § 1964(c) because they were and are injured in their business and/or property "by reason of" the RICO violations described herein.

397. Plaintiffs demand all applicable relief as set forth in Plaintiffs' Prayer for Relief.

The Enterprise:

398. Section 1961(4) defines an enterprise as "any individual, partnership corporation, association, or other legal entity, and any union or group of individuals associated in fact although not a legal entity." 18 U.S.C. § 1961(4).

399. RICO Defendants form an association-in-fact for the common and continuing purpose described herein and constitute an enterprise within the meaning of 18 U.S.C. § 1961(4) engaged in the conduct of their affairs through a continuing pattern of racketeering activity. The members of the enterprise functioned as a continuing unit with an ascertainable structure separate and distinct from that of the conduct of the pattern of racketeering activity. There may also be other members of the enterprise who are currently unknown to Plaintiffs.

400. Alternatively, each of the RICO Defendants is a corporation, company, or other legal entity, and therefore an enterprise within the meaning of 18 U.S.C § 1961(4).

401. The enterprise functioned as a continuing unit to achieve shared goals through unlawful means, including the following: (1) to preserve and enhance the market for its social

media platforms and RICO Defendants' own profits, regardless of the truth, the law, or the health consequences to the American people, including Plaintiffs' students and the communities Plaintiffs serve; (2) to deceive consumers, especially children, adolescents, and teenagers into using their platforms by falsely maintaining that there is doubt as to whether their platforms are responsible for the apparent mental or emotional health consequences to children, adolescents, and teenagers, despite that RICO Defendants knew otherwise; (3) to deceive consumers, especially children, adolescents, and teenagers, into using their platforms by falsely maintaining that RICO Defendants could mitigate the mental or emotional health consequences to children, adolescents, and teenagers, despite that RICO Defendants knew that these negative consequences were inherent to its platforms' features and technology; (4) to deceive consumers, especially children, adolescents, and teenagers, into becoming or staying addicted to their platforms by maintaining that their platforms were not addictive or that any addictive consequences could be mitigated, despite the fact that RICO defendants knew that their platforms were inherently addictive by design; (5) to deceive consumers, particularly children, adolescents, and teenagers, by claiming that they did not market to children, adolescents, and teenagers, while engaging in marketing and manipulation of their platform algorithms with the intent of causing children, adolescents, and teenagers to engage in excessive use of their platforms, regardless of the health or safety concerns; and (6) to deceive consumers about the mental and emotional health risks to children, adolescents, and teenagers associated with RICO Defendants' platforms, including that their platforms were intentionally and deliberately designed to target children, adolescents, and teenagers and to encourage excessive and harmful behavior, and that RICO Defendants had the ability to manipulate and did manipulate their platforms to be highly addictive, and that RICO Defendants targeted children, adolescents, and teenagers specifically.

402. The enterprise has pursued a course of conduct of deceit and misrepresentation and conspiracy to make misrepresentations to the public, to withhold from the public facts material to the decision to use or permit children, adolescents, and teenagers to use RICO Defendants' platforms, to promote and maintain sales from RICO Defendants' platforms, and the profits

derived therefrom, as well as to shield themselves from public, judicial, and governmental scrutiny.

403. Each enterprise has engaged in, and its activities have affected, foreign and interstate commerce.

Pattern of Racketeering Activity:

404. RICO Defendants, each of whom are persons associated with, or employed by, the enterprise, did knowingly, willfully and unlawfully conduct or participate, directly or indirectly in the affairs of the enterprise through a pattern of racketeering activity within the meaning of 18 U.S.C. § 1961(1), 1961(5), and 1962(c). The racketeering activity was made possible by each RICO Defendant's regular and repeated use of the facilities and services of the enterprise. Each RICO Defendant had the specific intent to engage in the substantive RICO violations alleged herein.

405. RICO Defendants controlled the resources and instrumentalities of the enterprise and used that control to perpetrate numerous misleading schemes involving the use of mail and wires. Foremost, separate and apart from their regular business dealings, RICO Defendants misled and continue to mislead the public on the mental health dangers for youth on their platforms.

406. RICO Defendants had the common purpose of preserving and enhancing the market for their platforms and for youth as consumers for RICO Defendants' own profits, regardless of the truth, the law, or the health consequences to the American people, including Plaintiffs' students and the communities Plaintiffs serve.

407. RICO Defendants deceived consumers to use RICO Defendants' platforms while concealing and/or suppressing the relevant findings and research. RICO Defendants deceived consumers, particularly parents and children, adolescents, and teenagers, by claiming that they did not market to children, adolescents, and teenagers, while engaging in marketing and manipulation of their platform algorithms with the intent of causing children, adolescents, and

teenagers to engage in excessive use of their platforms, regardless of the health or safety concerns.

408. RICO Defendants achieved their common purpose through co-conspirators' actions in deceiving consumers, regulators, and the general public about the dangerous nature of their platforms. Through the enterprise, RICO Defendants engaged in a pattern of racketeering activity consisting of numerous acts of racketeering in the Northern District of California and elsewhere, including mail fraud and wire fraud, indictable offenses under 18 U.S.C. §§ 1341, 1343

409. RICO Defendants are each an enterprise that is engaged in and affects interstate commerce because the companies sold and continue to sell products across the United States, as alleged herein.

Predicate Acts: Use of Mail and Wires to Mislead the Public in Violation of 18 U.S.C. §§ 1341, 1343

410. From a time unknown and continuing until the time of filing of this complaint, in the Northern District of California and elsewhere, RICO Defendants and others, known and unknown, did knowingly and intentionally devise and intend to devise a scheme and artifice to mislead, and obtain money and property from, members of the public by means of material false and misleading pretenses, representations, and promises, and omissions of material facts, knowing that the pretenses, representations, and promises, were false when made.

411. It was part of said scheme and artifice that the RICO Defendants would represent that their platforms pose no substantial risk of mental or emotional health concern to children, adolescents, and teenagers, and were not addictive, when in fact, their platforms did pose such risks, and that their platforms were intentionally and deliberately designed to target children, adolescents, and teenagers and encourage excessive and harmful behavior.

412. It was further part of said scheme and artifice that the RICO Defendants and their co-conspirators would and did maintain sales and profits of their platforms, by concealing, and suppressing material information regarding the mental and emotional health risks to children, adolescents, and teenagers associated with their usage, including that their platforms were

intentionally and deliberately designed to target children, adolescents, and teenagers and to encourage excessive and harmful behavior, and that they had the ability to manipulate and did manipulate their platforms to be highly addictive, and that RICO Defendants targeted children, adolescents, and teenagers specifically.

413. It was also part of said scheme and artifice that, in order to conceal the health risks of their platforms, RICO Defendants and their co-conspirators would and did make false representations and misleading statements to the public, and would and did falsely represent that Defendants would fund and conduct objective, scientific research, and disclose the results of such research, to resolve concerns about mental and emotional health related issues to youth, and would and did falsely represent that Defendants did not target children, adolescents, and teenagers, and did suppress and hide adverse research results, did misrepresent and fail to disclose their ability to manipulate and the manipulation of their platforms and their addictive qualities, and would and did misrepresent their actions to government personnel, and others.

414. It was further a part of said scheme and artifice that RICO Defendants and their co-conspirators would and did misrepresent, conceal, and hide and cause to be misrepresented, concealed, and hidden, the purpose of, and acts done in furtherance of, the scheme.

415. It was a further part of said scheme and artifice, and in furtherance thereof, that RICO Defendants would and did communicate with each other and with their co-conspirators and others, in person, by mail, and by telephone and other interstate and foreign wire facilities, regarding the true nature of their platforms and the mental and emotional health risks to children, adolescents, and teenagers.

416. It was further part of said scheme and artifice that RICO Defendants' made communications directed toward government officials and to the public in furtherance of their conspiracy to deceive the public by means of telephone, mail, internet, wire transmissions, and other forms of interstate commerce and communications.

417. For purposes of executing and attempting to execute that scheme and artifice, RICO Defendants and their co-conspirators would and did knowingly transmit and cause to be

transmitted in interstate and foreign commerce by means of wire, radio and television communication writings, signs, signals, pictures and sounds (collectively "transmissions") in violation of 18 U.S.C. §§ 1343.

418. For the purpose of executing and attempting to execute the scheme and artifice described herein, RICO Defendants and their co-conspirators would and did: knowingly place and cause to be placed in any post office or authorized depository for mail matter, matters and things to be sent and delivered by the United States Postal Service (and its predecessor, the United States Post Office Department); took and received therefrom such matters and things; and knowingly caused to be delivered by mail according to the direction thereon, and at the place at which it is directed to be delivered by the person to whom it is addressed, any such matter and thing, in violation of 18 U.S.C. § 1341.

COUNT FIVE

CONSPIRACY TO CONDUCT THE AFFAIRS OF THE ENTERPRISE THROUGH A PATTERN OF RACKETEERING ACTIVITY

(18 U.S.C. § 1962)

419. Plaintiffs incorporate the allegations set forth above as if fully set forth herein.

420. From a time unknown and continuing until the time of filing of this Complaint, in the Northern District of California and elsewhere, RICO Defendants and others known and unknown did unlawfully, knowingly and intentionally combine, conspire, confederate, and agree together with each other, and others whose names are both known and unknown, to conduct and participate, directly and indirectly, in the conduct of the affairs of the aforementioned enterprise, which was engaged in the activities of which affected, interstate and foreign commerce, through a pattern of activity consisting of multiple acts indictable under 18 U.S.C. §§ 1341 and 1343, in violation of 18 U.S.C. § 1962(d).

421. Each of the RICO Defendants agreed that at least two acts of racketeering activity would be committed by a member of the conspiracy in furtherance of the conduct of the enterprise. It was part of the conspiracy that RICO Defendants and their co-conspirators would

commit numerous acts of racketeering activity in the conduct of the affairs of the enterprise, including but not limited to, acts of racketeering set forth below.

422. From a time unknown and continuing until the time of filing of this complaint, in the Northern District of California and elsewhere, RICO Defendants and others known and unknown did knowingly and intentionally devise and intend to devise a scheme and artifice to mislead, and obtain money and property from, members of the public by means of material false and mislead pretenses, representations, and promises, and omissions of material facts, knowing that the pretenses, representations, and promises, were false when made.

423. It was part of said scheme and artifice that the RICO Defendants would represent that their platforms pose no substantial risk of mental or emotional health concern to children, adolescents, and teenagers, and were not addictive, when in fact, their platforms did pose such risks, and that their platforms were intentionally and deliberately designed to target children, adolescents, and teenagers and encourage excessive and harmful behavior.

424. It was further part of said scheme and artifice that RICO Defendants and their co-conspirators would and did maintain sales and profits of their platforms, by concealing, and suppressing material information regarding the mental and emotional health risks to children, adolescents, and teenagers associated with their usage, including that their platforms were intentionally and deliberately designed to target children, adolescents, and teenagers and to encourage excessive and harmful behavior, and that they had the ability to manipulate and did manipulate their platforms to be highly addictive, and that RICO Defendants targeted children, adolescents, and teenagers specifically.

425. It was further part of said scheme and artifice that, in order to conceal the health risks of their platforms, RICO Defendants and their co-conspirators would and did make false representations and misleading statements to the public, and would and did falsely represent that Defendants would fund and conduct objective, scientific research, and disclose the results of such research, to resolve concerns about mental and emotional health related issues to youth, and would and did falsely represent that Defendants did not target children, adolescents, and

EXHIBIT
tabbies
VII F. 18
11-02-23

Putnam County Board of Education
Agenda Request

Name of Person Making Request: Angie Knight

Department: Human Resources

Phone Number of Person Making Request: 931.526.9777.1435

Account Funding Code (if appropriate)

__X____Backup included

_____Backup to follow

Requesting approval of Belmont University as an Educator Preparation Provider for Putnam County School System.

Respectfully submitted,

Angie Knight

Angie Knight
10/25/2023

Angie Knight 10-25-2023

Signature of Person Making Request Date

Signature of Director of Schools Date

received
10-25-23

TN Department of Education

Educator Preparation Provider/Local Education Agency State Recognized Partnership Agreement

Educator Preparation Provider (EPP)	Belmont University
Local Education Agency (LEA)	Putnam County Schools
Academic Year of Agreement	2023-2024

EPP Contact/Designee	
Name: Annie Insana	**Title:** Director of Clinical Practice
Email: annie.insana@belmont.edu	**Phone Number:** 615-460-5565

LEA Contact/Designee	
Name: Angela Knight	**Title:** Director of Human Resources
Email: Angela.Knight@pcsstn.com	**Phone Number:** 931-526-9777

Certification (signatures verify partnership)	
EPP Head Administrator: Dr. James McIntyre	**Title:** Dean, College of Education
Signature:	**Date:**

LEA Head Administrator: Mr. Corby King	**Title:** Director of Schools
Signature:	**Date:**

TN Department of Education

Prompt 1	Describe the strategies and actions in place to co-select clinical educators and collaborate to prepare, evaluate, and support high-quality clinical educators, both provider and school-based, who demonstrate a positive impact on candidates' development and pre-k-12 students. *NOTE: Responses should not exceed one page per prompt.*

Clinical educators will be selected in collaboration with Belmont University Clinical faculty and Putnam County School (PCS) representatives.

According to TN Educator Preparation Policy 5.504, minimum criteria for school based clinical educators include:

1) hold an active TN license with an endorsement in the area or closely related area where are will be supervising the candidate,
2) have an overall effectiveness of above expectations or significantly above expectations for previous school year,
3) have a minimum of 3 years of experience as a teacher, school services personnel, or instructional leader as applicable. In addition, clinical educators' requirements include, but are not limited to,
4) collaborative and reflective teacher,
5) positive dispositions,
6) effective communication skills, and
7) completion of clinical educator training.

Minimum criteria for provider based clinical educators (supervisors) will include: 1) master's degree or higher 2) seven years of teaching or school administrative experience, and 3) holding a valid educator license in the area or closely related area, and/or grade level of supervision.

This partnership includes a process for selecting school based clinical educators who meet the identified criteria. At a minimum, this process will include PCS to assist in the selection of identifying teachers to serve as clinical educators and for Belmont University to request placement for teacher candidates. Provider based clinical educators (supervisors) selection will include reviewing the job description annually with PCS to allow for recruitment and retention discussions.

Clinical educators participate in an online training facilitated by members of the partnership. Content includes areas of agreed-upon need as identified by the partnership and includes, but is not limited to overview of handbooks, effective mentoring, edTPA requirements, co-teaching models, and EPP evaluation forms designed to provide feedback to candidates to ensure they are receiving positive feedback, as well as constructive feedback to improve their teaching.

The partnership will utilize satisfaction surveys to review triangulation data between clinical mentors, supervisors and teacher candidates to identify areas of growth needed and improve clinical educator support. This data will be shared annually with PCS and will include discussion on retention of clinical educators.

TN Department of Education

Prompt 2	Describe the design and implementation of clinical experiences, utilizing various modalities, of sufficient depth, breadth, diversity, coherence, and duration to ensure candidates demonstrate their developing effectiveness and positive impact on pre-k-12 students (For instructional leader programs, ensure how clinical experiences allow opportunities for candidates to practice applications of content knowledge and skills.). *NOTE: Responses should not exceed one page per prompt.*

The BU/PCS Teacher Education Affiliation agreement addresses its design of clinical experiences to ensure educator candidates demonstrate developing effectiveness and positive impact on students' learning/development aligned with CAEP, TN Standards and the TEAM Evaluation. The agreement will be maintained on file with the Director of Clinical Practice and reviewed annually by the district and EPP.

The BU/PCS partnership ensures the following:
1. Programs meet minimum expectations for clinical practice as outlined in the educator preparation policy (5.504).
2. Educator candidates have regular and consistent opportunities to experience clinical experiences, including the minimum number of hours or days (as required) for both field experiences and the clinical practice, for all programs.
3. Educator candidates have regular and consistent opportunities to observe and practice in a variety of settings (within and across schools, during different times of day, across different types of instruction and school/classroom composition) to adequately cover the breadth of the endorsement.

Depth: Educator candidates will have opportunities to observe; tutor (through both individual and small group delivery); deliver instruction; and review/collect assessment data in frequent, varied, and intentionally planned experiences.

Coherence: Attention to the goals of each field/clinical experience will be sequenced to ensure developmental progression of the educator candidate across the continuum of their program. Based on evaluation data from clinical educators and BU faculty observations, BU will hold monthly department meetings to facilitate ongoing discussions regarding connection to practice and areas of needed improvement.

Breadth: BU faculty, with the support of PCS partners, will design/develop field and clinical experiences that include teaching and professional experiences reflecting appropriate content and pedagogical models across diverse school/ classroom communities and curriculum.

Duration: Field and clinical experiences are designed and varied regarding the time in multiple settings based on the goals of preparing successful first-year teachers.

Diversity: Candidates will have regular opportunities to observe and practice in a variety of settings (across different schools, classrooms, types of instruction, times of day,) to adequately cover the breadth of the endorsement and ensure exposure to varied school communities, including suburban and rural.

AFFILIATION AGREEMENT CONCERNING PLACEMENT OF BELMONT UNIVERSITY TEACHER EDUCATION STUDENTS

This Agreement is made by and between Putnam County Schools, a local education agency of the State of Tennessee ("LEA") and Belmont University an institution of higher education accredited by the Southern Association of Colleges and Schools Commission on Colleges to award baccalaureate, master's, and doctoral degrees ("University"), and sets out the respective rights and responsibilities of the LEA and the University with regard to any University student who is assigned as a Teacher Candidate, Practicum Student, as those terms are defined below, in the LEA.

1. DEFINITIONS

"Cooperating Teacher" shall mean a teacher in the LEA to whom the Teacher Candidate is assigned and who directs the work or the activity of the candidate while in the LEA. Only teachers who hold the Professional or Proficient License or its equivalent, and who have had at least three years' successful teaching experience and/or the recommendation of a building level administrator are eligible to serve as Cooperating Teachers.

"Mentor Teacher" shall mean a teacher in the LEA to whom a Practicum Student or group of Practicum Students is assigned for pre-Co-Teaching or pre-Student Teaching experiences. The LEA and the University may mutually agree that a teacher who does not hold the Professional or Proficient License or its equivalent may serve as a Mentor Teacher.

"Practicum Student" shall mean a student enrolled at and assigned by the University to teach for a practicum assignment in the LEA as part of the pre-clinical practice requirements.

"Teacher Candidate" shall mean a student enrolled at and assigned by the University to teach in the LEA, as part of preparation for entering the teaching profession.

"University Supervisor" or "Special Area Supervisor" or "Course Instructor" shall mean the University person who is in charge of the course of study or specific experience for which the student is assigned to the LEA.

2. REPRESENTATIVES

a. The University shall, with regard to placement, assignment, and change or termination of assignment of Teacher Candidates and Practicum Students be represented by coordinators from the College of Education, Watkins College of Art, and/or the College of Music and Performing Arts.

b. The University shall, with respect to conduct of Teacher Candidates, and Practicum Students, be represented by a University Supervisor, Special Area Supervisor, or Course Instructor.

c. The LEA shall be represented by its Director of Schools or by such other administrative personnel, as he/she shall designate.

d. Each party shall provide timely notice to the other party as to the name, mailing and email address, and telephone number of the contacts referenced above.

3. PLACEMENT OF TEACHER CANDIDATES AND PRACTICUM STUDENTS

a. The placement process shall be a cooperative venture involving both the University and the LEA.

b. The University shall initiate the placement of a Teacher Candidate by filing an application for each proposed assignment setting out the background of the student and the type of assignment appropriate. The request may be accompanied by suggested names of teachers of the LEA, who would be recommended by the University as a Cooperating Teacher. The final assignment of Teacher Candidates shall be made by the LEA after consultation with the Cooperating Teacher and Principal under whom the assignment will be completed.

c. The University may request placement of Practicum Students for either an individual student or a group of students. The request will identify the particular student, or a composite description of the group of students to be placed in terms of background, the type of assignment requested, objectives of the assignment, and activities suggested as appropriate to the requested assignment.

4. CALENDAR

Teacher Candidates and/or Practicum Students will follow the calendar of the LEA and the daily schedule of the individual school in which the experience is taking place. Any proposed deviation must be approved in advance by the Cooperating Teacher, the Principal (if applicable), and the University.

5. PROFESSIONAL STANDARDS

a. Teacher Candidates and Practicum Students will be advised that they are required to conform to standards of professional decorum that are consonant with prevailing standards in the school community and the education profession as a condition of the placement and its continuation.

b. Teacher Candidates and Practicum Students specifically agree that, during the time they are placed in the LEA, they will:

1. Maintain professional, legal and ethical conduct at all times;

2. Respect the privacy of children, families and school personnel and protect the confidentiality of academic or personal information that they encounter;

3. Maintain professional demeanor and appearance in accordance with the standards of the LEA and site where they are placed;

4. Be on site when and where they are expected and/or follow proper notification procedures to inform appropriate individuals in advance if they cannot attend or will be late;

5. Complete their assigned tasks, duties and responsibilities on time;

6. Interact and communicate in a positive and professional manner with students, peers, school and university personnel and others;

7. Avoid bias, prejudice or lack of fairness toward individuals or groups of people;

8. Act in a safe and responsible manner and avoid action that might put students, peers, or any school or university personnel at physical or emotional risk;

9. Remain committed to student learning at all times; and

10. Refrain from making offensive or demeaning comments about students or their abilities to learn or about teachers or their abilities to teach.

6. CRIMINAL BACKGROUND CHECKS AND COMPLIANCE WITH ZACHARY'S LAW

Nothing in this Agreement is intended to or shall be construed to relieve the LEA of its statutory responsibility to obtain criminal background checks or to comply with the requirements of Zachary's Law. However, University shall assist the LEA as follows:

a. Criminal Background Check

1. University requires Teacher Candidates and Practicum Students to obtain and submit to a full criminal history check prior to beginning their placement pursuant to T.C.A. § 49-5-413 and §49-5-5610. It shall be the Teacher Candidate's or Practicum Student's responsibility to make timely arrangements for the background check and to pay all costs associated with such checks.

2. University provides students the appropriate forms for the criminal background check. University shall inform any Teacher Candidates or Practicum Students excluded from clinical or field experiences on the basis of a criminal background check of a review or appeal process available pursuant to the Fair Credit Reporting Act or any other law or policy, if any.

b. Zachary's Law

1. University will advise its students that persons who have been convicted of a felony that results in their inclusion on the Tennessee Sex and Violent Offenders Registry or Tennessee Abuse of Vulnerable Persons Registry shall not, in the long term, be eligible for a license to teach or to hold a teaching position in the State of Tennessee and, in the immediate term, be accepted for placement in any LEA.

2. University will immediately notify the LEA and shall terminate its activities with regard to placing a prospective Teacher Candidate or Practicum Student or shall offer its assistance in removing a currently placed Teacher Candidate or Practicum Student from the placement if a coordinator from the Education Department learns that a Teacher Candidate or Practicum Student is on the Tennessee Sex and Violent Offenders Registry or the Tennessee Abuse of Vulnerable Persons Registry.

7. NON-DISCRIMINATION

The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disability Act of 1990, and the regulations related hereto. Neither party shall discriminate in the choice of schools, Cooperating or Mentor Teachers, or Teacher Candidates and Practicum Students, on the basis of race, religion, color, sex, age, national origin or ancestry, genetic information, marital status, parental status, sexual orientation, gender identity and expression, disability, or status as a veteran.

8. TEACHER CANDIDATE AND PRACTICUM STUDENT SUPERVISION

Students shall be subject to the rules and regulations of the LEA and under the direction and control of the Cooperating or Mentor Teacher, Principal, and other administrative personnel while they are on the premises of the LEA or acting in behalf of the LEA in locations other than the premises. The following points have specific reference to the various types of supervisory responsibility:

a. A Cooperating Teacher may leave the classroom with a Teacher Candidate in charge of the class, but a Cooperating Teacher shall, at all times, retain the responsibility for control of the class and the program of instruction.

b. A Mentor Teacher shall not leave the classroom with a Practicum Student in charge of the class.

c. University students who are not licensed shall not be used as a substitute for a Cooperating or Mentor Teacher or for any other licensed personnel. Planned exceptions to this item may be considered and authorized by the respective designated administrative personnel of the LEA and the University.

d. University Students, with the exception of certain licensed interns, may not be compensated for any responsibilities that constitute all or a part of the required field experiences program.

e. Cooperating and Mentor Teachers shall file such reports as are prescribed by the University.

f. The University Supervisor or other designated representative of the University shall have access, at all reasonable times, to visit the classroom(s) to which the student is assigned for the purpose of observation and supervision.

g. In the event that the school to which a student is assigned is subject to jurisdictional dispute between a teacher association and the LEA, the student will occupy a position of neutrality which means:

1. The student will immediately report any such dispute to his/her University Supervisor of Course Instructor and be guided by his/her instructions.

2. The student will not report to the assigned school until such time as directed by the University Supervisor or Course Instructor.

3. The student will not by any overt action render support to either party to the dispute.

9. TERMINATION OR CHANGE OF ASSIGNMENTS AND PROJECTS

Either the LEA or the University may, at any time, change or terminate the assignment of any Teacher Candidate or Practicum Student or any cooperatively developed project which involves field experience students. However, before either change or termination, all parties shall make reasonable efforts to consult with each other.

10. STATUS OF TEACHER CANDIDATES, PRACTICUM STUDENTS, AND PARTICIPANTS

LEA retains primary responsibility for the educational experience of its pupils and for the orderly conduct of its school. Teacher Candidates and Practicum Students shall be under the direction and control of the LEA as represented by the Cooperating or Mentor Teacher, Principal, and other administrative personnel while they are on the premises of the LEA or acting in behalf of the LEA in locations other than the premises.

11. HONORARIUM/RECOGNITION

The University shall pay an honorarium for consulting service directly to the Cooperating Teacher for participating in the program. The honorarium amount shall be mutually agreed upon by the LEA and the University and may be modified each academic year upon agreement by both parties. If the sum paid by the University should ever be lawfully determined to be a wage rather than an honorarium by an instrumentality of the United States, then the University, for purposes of Social Security and tax withholding only, shall be deemed to have been the Cooperating Teacher's part-time employer.

12. TERM AND TERMINATION

The term of this Agreement begins on August 1, 2023 and ends August 1, 2026. The Agreement shall automatically renew for renewal periods of one year unless cancelled by either party upon 30 days written notice. In no event shall this agreement exceed 3 years.

This Agreement may be terminated at any time either by the LEA or the University by giving the other party thirty (30) days prior written notice. Any student already placed shall be allowed to

finish.

13. LIABILITY

Each party agrees to accept liability for any injuries or damages arising from the negligent or intentional acts or omissions of its officers, employees, and/or agents, including participating students as applicable, in connection with the performance of this Agreement, unless, in the case of participating students, such acts or omissions are the result of negligent supervision, instruction, or direction of the LEA, its officers, agents, or employees. It is the express intention of the parties hereto that neither should bear liability for injury, loss, and/or damages caused by the other party.

14. TECHNOLOGY

Belmont University faculty, Teacher Candidates, and Practicum Students may use certain technologies in the classroom which capture or communicate the voice, handwriting, and/or coursework of P- 12 students, but should not capture or communicate education records involving personally identifiable student information without the written consent of the student or parent as appropriate.

15. CONFIDENTIALITY OF RECORDS

All educational records created, disclosed, or maintained pursuant to the terms of this Agreement are confidential and shall be created, disclosed, and maintained pursuant to the provisions of the Family Educational Right to Privacy Act, also known as FERPA (20 U.S.C.A. §1232(g)) and its regulations.

16. NOTICES

All notices shall be properly given if they are sent by first-class mail to the appropriate LEA and University personnel.

17. MODIFICATION OF CONTRACT

This Agreement may be modified only be written amendment executed by all parties and their signatories hereto.

18. PARTNERSHIP/JOINT VENTURE/EMPLOYMENT

Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission or any other kind will be created by this Student Teaching experience. No compensation will be paid to any student pursuant to this Student Teaching experience by the Board.

19. GOVERNING LAW

The laws of the State of Tennessee shall govern the validity, construction, and effect of this

Agreement and any and all extensions and/or modifications. Tennessee law shall govern regardless of any language in any attachment or other document that the University may provide.

SUSPENSIONS OF PLACEMENTS DUE TO EMERGENCY

In the event of an unforeseen emergency (e.g. pandemic influenza) the LEA or University will be notified of the suspension of the placement contract. The effective date would be when the emergency was declared by either the LEA or University. Both parties will collaborate to reinstate the placement contract at the appropriate time.

20. ENTIRE AGREEMENT

This Agreement sets forth the entire Agreement between the parties with respect to the subject matter herein and shall govern the respective duties and obligations of the parties.

In witness whereof, the parties, through their authorized representatives, have affixed their signatures below.

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

EXHIBIT
tabbies
VI F.19.
11-02-23

PCSS Board Agenda Request

Date: October 31, 2023

Department: Maintenance

Person Submitting: John Magura

Account Number (If appropriate)

Check one:

✓ Backup include

_____ Backup to follow

Statement to be included in the Board Agenda Packet:

Consider the approval to enter into a contract with J&B Countertops, Cookeville, TN for the installation of countertops at Cane Creek Elementary for a lump sum of $14,160.00 to be paid for from 141-72620-399

received
10/31/23

J & B Counter Tops
1297 Boyd Farris Rd.
Cookeville, TN 38506

Solid Surface Fabrication

Job Name: Cane creek Elementary

October 30, 2023

This solid surface quote is based upon the measurements taken at the school. This price includes Livingstone material, fabrication with eased edge, substrate, and Installation for this price. Removal of existing countertops is not included.

Countertop: All countertops and stainless-steel oval vanity sinks

- **Cafeteria boys bathroom**
- **Cafeteria girls bathroom**
- **¾ Common**
- **2/1 Common**
- **K common**
- **24 oval stainless-steel sinks**

Price: $ 14,160.00

J&B countertops Granite & Solid Surface

Respectfully submitted
Bety Lopez

Terms: 50% down and 50% once job is completed
Prices does not include plumbing and/or electricity.
Pricing does not include removal of existing countertops.
J & B Countertops is not responsible for any cabinet or house imperfections
J&B will charge a 4% convenience fee for ALL credit card charges. Checks and Cash will NOT be charged the 4% fee.

collins
Manufacturing Company

Quotation

2000 Bowser Rd
Cookeville, TN 38506
Phone (800)292-6450 Fax (931) 528-5472

Prepared Date April 28, 2023
Quotation # 1000-042823-01
Revision Date June 10, 2023
Revision # REV 1

Quotation valid until: September 10, 2023
Prepared by: Mike Bowman

Quoted To:

John Magura
Putnam County School System
maguraj@pcsstn.com

Project Name:

Cane Creek Elementary
Cookeville, TN 38501

Ship To:

Comments or special instructions:
6/12 - Revised Quotation is based on Customer-Purchased Basin and Faucets (24 Qtyof Each) in total.

Qty	Part #	Description	Unit	Extended
		Primary Quote w/ Corian Solid Surface Material On Vanities		
1	SOCC	Special order lot of replacement restroom vanities **with customer-purchased basins and faucets** - **solid surface construction** with drop-in basins and new faucets - solid surface material: Corian (tier I or tier 2 colors and patterns - *Customer-Supplied Specification / basins: Zurn Z5114 - color: white faucets: Zurn Z81104-XL - finish: chrome - does not include drain or any plumbing connections (provided by (1) 25"d x 105"l vanity with splashes & (3) basins at boys restroom near the cafeteria. (1) 25"d x 109"l vanity with splashes & (3) basins at girls restroom near the cafeteria. (1) 25"d x 217"l vanity with splashes & (6) basins at 4th grade restroom (1) 25"d x 217"l two-level vanity with splashes & (6) basins at 2nd grade restroom (1) 25"d x 217"l two-level vanity with splashes & (6) basins at kindergarten grade restroom		$ 22,562.00

PUTNAM COUNTY SCHOOL SYSTEM
ENGAGE INSPIRE ACHIEVE

Cane Creek - Restroom countertops

Ernie Cavender <ernie@cavendersinterior.com> Tue, Aug 15, 2023 at 3:11 PM
To: "Magura, John" <maguraj@pcsstn.com>
Cc: "Mahan, Rhonda" <mahanr@pcsstn.com>

Good afternoon John,

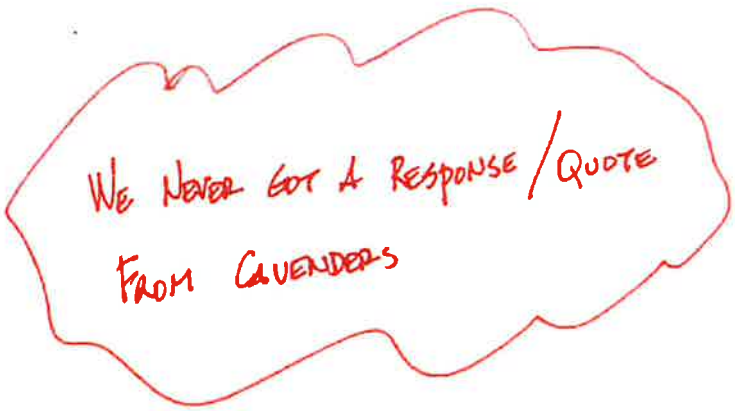
We are sorry for the delay in getting you a quote for top replacement at Cane Creek Elementary. Several of our granite and quartz fabricators are no longer offering solid surface as an option. We have sent our drawings to a company in the Nashville market to get a quote. We will send that to you as soon as we get it.

Thank you,

Ernie Cavender
Cavender's, LLC
931-372-2112

From: Magura, John <maguraj@pcsstn.com>
Sent: Monday, August 14, 2023 11:29 AM
To: Ernie Cavender <ernie@cavendersinterior.com>
Cc: Mahan, Rhonda <mahanr@pcsstn.com>
Subject: Fwd: Cane Creek - Restroom countertops

[Quoted text hidden]



PUTNAM COUNTY SCHOOL SYSTEM
ENGAGE INSPIRE ACHIEVE

Reid, Sharon <reids2@pcsstn.com>

Fwd: Attached Image

2 messages

Magura, John <maguraj@pcsstn.com> Tue, Oct 31, 2023 at 9:52 AM
To: Corby King <kingc11@pcsstn.com>
Cc: "Martin, Tim" <martint3@pcsstn.com>, Sharon Reid <reids2@pcsstn.com>, "Mahan, Rhonda" <mahanr@pcsstn.com>, Mark McReynolds <mmcreynolds@pcsstn.com>

Corby,

Please see the attachment below. It has been a bit of a challenge to get a quote for new restroom countertops at Cane Creek Elementary. We just received a quote yesterday from J&B Countertops that I would like for you to consider adding to Thursday nights Board agenda if at all possible.

We have been written up by the health inspector during his last few visits and this work is also something we have been talking about attempting to do in our 2023/2024 budget.

Thanks for the consideration.

John Magura
Putnam County Schools
Facilities Maintenance Supervisor
240 Raider Drive
Cookeville, TN 38506
(931) 520-6409

1213_001.pdf
141K

King, Corby <kingc11@pcsstn.com> Tue, Oct 31, 2023 at 10:21 AM
To: "Magura, John" <maguraj@pcsstn.com>
Cc: "Martin, Tim" <martint3@pcsstn.com>, Sharon Reid <reids2@pcsstn.com>, "Mahan, Rhonda" <mahanr@pcsstn.com>, Mark McReynolds <mmcreynolds@pcsstn.com>

Yes, we can get this on the agenda.

Corby King
Director of Schools, Putnam County School System
(931) 526-9777 | www.pcsstn.com | kingc11@pcsstn.com
1400 E. Spring Street, Cookeville, TN 38506

[Quoted text hidden]

EXHIBIT tabbies VII A.1 11-02-23

EXHIBIT tabbies VII B.1 09-28-23 (OG BOE Approved 2nd Reading ONLY SR)

EXHIBIT tabbies VII A.25a. 09-07-23 BOE approved 1st reading ONLY SR

Putnam County Board of Education

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Click here to enter text.	**Charter School Authorizing Principles**	**1.900**	**11/02/23**
		Rescinds:	Issued:

The Putnam County Board of Education shall ensure that only high-quality charter schools are authorized to operate within the district and adhere to the State Board of Education's quality charter authorizing standards. To accomplish this, the Board shall adopt the following authorizing principles that require charter schools to maintain high standards, while upholding school autonomy and protecting student and public interests.[1]

MAINTAINING HIGH STANDARDS

Charter schools shall be held accountable for meeting the performance standards and targets set forth in their charter agreement. The Board shall ~~maintain high standards for the charter school(s) it oversees and~~ close any charter school that fails to meet the standards and targets established in the charter agreement or set by state law.[2]

UPHOLDING SCHOOL AUTONOMY

Charter school governing boards shall be independent of the Board and have the authority to make instructional programming, financial, personnel, school culture, and scheduling decisions. The Board shall assume responsibility not for the success or failure of individual schools but for holding schools accountable for their performance.

PROTECTING STUDENT AND PUBLIC INTERESTS

The Board shall ensure clarity, consistency, and public transparency in authorizing policies, practices, and decisions regarding any charter school. The Board shall hold charter school governing boards accountable for being fiscally responsible and transparent.

Charter schools are part of the public education program and shall adhere to non-selective, nondiscriminatory practices and ensure the fair treatment of all students. They shall provide appropriate services to all enrolled students in accordance with state and federal laws.[3] Charter school governing boards shall ensure fiscal responsibility and transparency.

received 10/29/23

EXHIBIT tabbies VII A 2. 11-02-23

EXHIBIT tabbies VII B.2. 09-28-23

EXHIBIT tabbies VII A.25.b. 09-07-23

Putnam County Board of Education

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Click here to enter text.	**Charter School Applications**	**1.901**	**11/02/23**
		Rescinds:	Issued:

General

This policy shall apply to sponsors and potential sponsors of charter schools. It shall not apply to charter schools converting from existing public schools. Proposals from existing charter school operators or replicators and applicants proposing to contract with educational service providers shall be in accordance with state law.[1]

APPLICTION PROCESS

A prospective charter school sponsor shall send notice to the Director of Schools/designee of its intent sixty (60) calendar days prior to February 1st of the year preceding the year in which the proposed charter school plans to begin operation as a charter school. ~~The Director of Schools/designee shall determine whether the sponsor has selected the correct application category within ten (10) business days of receiving the letter of intent and notify the sponsor within five (5) business days of a determination that the incorrect application category has been selected.[2]~~

A sponsor seeking board approval of an initial charter school application shall complete the forms provided by the Department of Education. The application shall provide all the information required by state law. The sponsor shall demonstrate that the proposed charter school meets the purpose prescribed by state law for the formation of a charter school, and the proposed charter school will be able to implement a viable program of quality education for its students.

~~Electronic copies of~~ Applications shall be submitted to the Board and the Tennessee Department of Education on or before 11:59 p.m. Central Time on February 1st of the year preceding the year in which the proposed charter school plans to begin operation as a charter school. If the 1st of February falls on a Saturday, Sunday, or holiday on which the school district offices are closed, applications will be accepted on the next business day on or before 11:59 p.m. Late applications will not be accepted, without exception. The sponsor shall pay an application fee of $2,500.00.d[2]

The ~~Board~~ Director of Schools or his/her designee shall determine whether an application is complete within ten (10) business days of receiving the application and shall notify the sponsor within five (5) business days of the determination if the application is determined to be incomplete.[3]

REVIEW TEAM[1]

received 10/28/23

If necessary, the Director of Schools/designee shall appoint a review team to assist in reviewing and evaluating charter school applications. The team shall be comprised of members of the administrative staff for the district, community members with relevant educational, organizational, financial, and legal experience. At the board meeting in December of each year, the Director of Schools/designee shall make a recommendation to the Board on which members of his/her administrative staff should be appointed to the team. The Board shall name the members of the team at its meeting in January of each year. The Board shall designate a Chair of the review team as the contact person for answering questions about the application process and receiving applications. The Director of Schools/designee shall develop an orientation for the team to ensure consistent evaluation standards and the elimination of real or perceived conflicts of interest.

The Board shall require the Director of Schools/designee to develop a procedure for receiving, reviewing, and ruling on applications for the establishment of charter schools by the review team. The procedure shall include a timeline for the application and review process. A copy of the procedure, including the review criteria, shall be available ~~on the district's website~~ to any interested party upon request.

The review team shall:

1. Evaluate all charter school applications based on the review criteria ~~established by state law~~ adopted by the Board;
2. Recommend one of the following options to the Board for each application: approve, reject, or reject with stipulations for reconsideration;[4] and
3. Make recommendations for revocation, renewal or non-renewal of charter school contract.

APPROVAL/DENIAL OF APPLICATION[5]

The Board shall rule by resolution on the approval or denial of an initial charter school application within ninety (90) calendar days of receipt of the completed application, or the application shall be deemed approved by state law. The Director of Schools/designee shall report the action taken by the Board to the Department of Education.

Approval

The sponsor of a charter school that is approved by the Board shall enter into a written agreement with the Board which shall be binding on the charter school's governing body. The charter school agreement shall be in writing and signed by the sponsor and the Board.

The Board will receive an annual authorizer fee of three percent (3%) of the annual per student state and local allocations or thirty-five thousand dollars ($35,000), whichever is less.[6]

Charter schools approved by the Board are expected to implement the application as submitted and approved. Material variations in operations from the approved application require amendment pursuant to state law and the charter school agreement.[7]

The Board shall not provide services to charter schools that are not requested during the application process except for those services that are required under state or federal law. Services agreed to be

provided to the charter school by the Board shall be provided at board actual cost. The Board and charter school shall execute a service contract for any additional services.

New charter school agreements are approved for a ten (10) year period.[8] The Board may revoke or deny renewal of a charter school agreement for any of the reasons enumerated in state law.[9]

Denial

If the initial charter school application is denied, the ~~Board~~ Director of Schools/designee shall notify the sponsor in writing within ten (10) calendar days, specifying the objective reasons for the denial and the deadline by which the sponsor may submit an amended application. Upon written receipt of the grounds for denial, the sponsor shall have thirty (30) calendar days within which to submit an amended application to correct the deficiencies. The Board shall have sixty (60) days either to deny or to approve the amended application, or the application shall be deemed approve by state law.[5]

If the amended charter school application is denied, the ~~Board~~ Director of Schools/designee shall notify the sponsor in writing within five (5) calendar days, specifying the objective reasons for denial and the sponsor's right to an appeal. Within ten (10) calendar days of final denial, an appeal may be filled with the Tennessee Public Charter School Commission.[10]

Legal References

1.

Cross References

1 Bo

2

3

4

EXHIBIT tabbies VII A.3. 11-02-23

EXHIBIT tabbies VII B.3. 09-28-23

EXHIBIT tabbies VII A 25.c 09-07-23

Putnam County Board of Education

(Oct BOE mtg) BOE approved a 1st reading ONLY AM

BOE approved a 2nd reading ONLY AM

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Click here to enter text.	**Charter School Agreements**	~~1.902~~	**11/02/23**
		Rescinds:	Issued:

General

Charter agreements shall articulate the rights and responsibilities of each party regarding school autonomy, funding, administration and oversight, outcomes, measures for evaluating success or failure, performance consequences, and other material terms. These agreements shall be separate from the application and contain terms and performance standards under which the school shall operate.[1]

All charter agreements shall:[1]

1. Clearly state the rights and responsibilities of the school and the authorizer;
2. Define the material terms of the agreement as being those relevant to renewal;
3. Allow amendments subject to the approval of both parties;
4. State and respect the autonomies to which schools are entitled (e.g. programming, staffing, budgeting, and scheduling);
5. Define performance standards, criteria, and conditions for renewal, intervention, revocation, and non-renewal;
6. State the amount of the authorizer fee and when it will be collected;
7. Establish the consequences for meeting or not meeting standards as outlined by the Board;
8. State the statutory, regulatory, and procedural terms and conditions for the school's operation;
9. State reasonable pre-opening requirements or conditions for new schools to ensure that they meet all health, safety, and other legal requirements prior to opening;
10. State the responsibility and commitment of the school to adhere to essential public education obligations, including admitting and serving all eligible students so long as a space is available, and not expelling or counseling out students except pursuant to a legal discipline policy approved by the Board; and
11. State the responsibilities of the school and the authorizer in the event of school closures.

PERFORMANCE STANDARDS

Charter agreements shall include clear academic, financial, and organizational performance standards. Sources for obtaining this information shall be outlined in the agreement. At a minimum, these agreements shall include the following:

1. Academic performance standards that set expectations for student achievement and growth, incorporate state and federal accountability systems, and set expectations for postsecondary readiness (for high schools);

received 10/28/23 BA

2. Financial performance standards that enable the Board to evaluate the charter's financial stability; and
3. Organizational performance standards that define the vital components of the educational program, the financial management standards, state and federal legal requirements, and school environment expectations for which the Board shall hold the charter accountable.

The performance standards included in the charter agreement shall establish specific expectations using objective measures of student achievement. This shall be the primary measure of school quality.

FEE-BASED SERVICES

Any fee-based services shall be outlined in a separate agreement. The provision of any such fee-based services shall not be a condition of charter approval, continuation, or renewal.[2]

Legal References

1.

Cross References

Bo

EXHIBIT tabbies VIII A. 4 11-02-23

EXHIBIT tabbies VII. B. 4 09-28-23

EXHIBIT tabbies VII A. 25d. 09-07-23

Putnam County Board of Education

(1st BOE mtg) BOE approved on 1st Reading ONLY 10-24-23

BOE approved on 2nd Reading ONLY 11-2-23

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Click here to enter text.	**Charter School Oversight**	**1.903**	**11/02/23**
		Rescinds:	Issued:

General

The Board shall oversee and annually evaluate charter schools to ensure they meet the performance standards and targets set forth in the charter school agreement.[1] The Board shall create a comprehensive performance, accountability, and compliance monitoring system based on the charter school agreement and communicate the results to each charter school. At a minimum, the monitoring system shall address academic financial, and organizational performance standards as outlined in the charter school agreement and required by the State Board of Education.[1] The Board shall utilize the results when making renewal, revocation, and intervention decisions. ~~Reports on charter school oversight shall be compiled by [insert title of staff member] and published on the district's webpage at least annually.~~

The Board shall communicate with the charter schools in its portfolio as needed, including both the charter school leader and governing board, and provide timely notice of any material charter school agreement violations and performance deficiencies.

The Board shall articulate and enforce stated consequences for failing to meet performance expectations or compliance requirements.

~~MONITORING SYSTEM~~

~~The Director of Schools/designee shall implement a performance and compliance monitoring system per the terms of the charter agreement. This information will be provided to the Board on an ongoing basis through reports that will form the basis of renewal, revocation, and intervention decisions. To aid in this, the Director of Schools/designee shall develop a reporting calendar that outlines when information required by state law shall be provided by the charter school.~~

SITE VISITS

A site visit to each charter school shall be conducted annually. The purpose shall be to collect data and other qualitative information that cannot be obtained otherwise. The Director of Schools/designee shall develop a site visit procedure that outlines the expectations of charter schools prior to, during, and after the site visit, including review of the documents and data, classroom observations, and interviews. These visits shall minimize administrative burdens and avoid operational interference.

received 10/23/23

The Board shall provide the charter school with a report that summarizes the outcome of the visit. The report shall provide an analysis of relevant data and include general recommendations, if applicable.[2]

CHARTER SCHOOL REPORTING

Charter schools shall provide the information required by the charter school agreement and state law to the Board. The Director of Schools/designee shall develop a reporting calendar that defines and communicates the process, methods, and timing of gathering and reporting data to the Board.[2]

By September 1st, the governing body of an approved charter school shall make a written report to the Board.[3] The annual report shall include:

1. A report on the progress of the charter school in achieving the goals outlined in the charter school agreement;
2. A financial statement disclosing the financial health of the charter school, including the costs of the administration, instruction, and other spending categories of the charter school; and
3. A detailed accounting, including the amounts and sources, of all funds received by the charter school, other than the funds received per state law.[4]

This reporting requirement shall begin in the year after the year in which the charter school begins operation.

Multiple charter schools overseen by a single governing board shall report their performance as separate, individual charter schools. Each charter school shall be independently accountable for its performance.

Each charter school governing body shall submit an annual audit of all accounts and records, to include internal school activity and cafeteria funds, to the Board, ~~as soon as practical after June 30th[5]~~ the Commissioner of the Department of Education, and Comptroller of the Treasury as soon as practical after June 30th.[5]

AUTHORIZER REPORTING AND REVIEW

By December 1st, the Board shall report to the Department of Education detailing the authorizer fees collected in the previous school year and the authorizing obligations fulfilled using the fee.[6] By January 1st, the Board shall submit an annual authorizer report to the Department of Education and the State Board of Education.[7] The Director of Schools/designee shall prepare the reports and provide the information to the Board prior to submission.

Legal References

1.

Cross References

EXHIBIT tabbies VII A.5. 11-02-23

EXHIBIT tabbies VII B.5. 09-28-23

EXHIBIT tabbies VII A.25e. 09-07-23

(1st BOE mtg) BOE approved on 1st reading ONLY AR

BOE approved on 2nd reading ONLY AR

Putnam County Board of Education

Monitoring:	Descriptor Term:	~~Descriptor~~ Code:	Issued Date:
Click here to enter text.	**Charter School Intervention**	**1.904**	**11/02/23**
		Rescinds:	Issued:

General

The Board shall develop a clear plan for monitoring charter schools that shall be set forth in the charter agreement. If the Board identifies a deficiency in the academics, finances, or operation of the charter school, the Director of Schools/designee shall communicate the problem to the charter school. Any intervention shall be proportionate to the identified problem and adhere to the provisions of the charter agreement. ~~and intervention strategies shall preserve the school autonomy and responsibility while clearly stating consequences for noncompliance.[1]~~

The Director of Schools/designee shall give the charter school timely notice of any charter agreement violations or performance deficiencies requiring intervention. Notices shall state the:

1. Deficiency;
2. Applicable regulatory, performance, or contractual provision(s) not achieved;
3. Expected remedy; and
4. Timeframe by which the Board expects the deficiency to be remedied or a corrective action plan to be submitted.

The Director of Schools shall provide charter schools with reasonable time and opportunity to remedy the deficiency or to submit a corrective action plan.

~~PROGRESSIVE INTEVENTIONS[2]~~

~~The Board shall assign a level of intervention for the charter school as defined by the charter agreement if deficiencies are identified. Depending on the severity of the deficiency, the Board reserves the right to revoke the charter agreement in accordance with state law.~~

~~*Tier I – Notice of Deficiency*~~

~~The Board shall provide the charter school with notice of the specific deficiency with supporting documentation as well as information on possible consequences.~~

~~Possible Deficiency: [insert specific information on possible triggers (e.g., failure to comply with the terms of the charter agreement, violation of state law)]~~

received 10/23/23 AR

~~Possible Consequence: [insert specific information on possible consequences (e.g., sending a letter to the charter's governing board, sending terms of a corrective action plan]~~

~~*Tier II –Notice of Probationary Status*~~

~~Tier II shall be implemented if the interventions in Tier I are unsuccessful. These interventions shall consist of [insert specific options (e.g. letter to the charter's governing board as notice of probationary status, outlining the terms of the probation and the timeline for correction).]~~

~~*Tier III – Review of Status*~~

~~Tier III shall be implemented if the interventions in Tier II are unsuccessful. These interventions shall consist of [insert specific options (e.g., recommendation to revoke the charter contract or other sanctions)].~~

REMEDIES[1]

Charter schools shall be responsible for notifying the Board:

1. When a deficiency has been remedied;
2. If the charter school requires an extension of time to remedy a deficiency; or
3. If the charter school requests a modification to its corrective action plan.

Legal References

1.

Cross References

EXHIBIT tabbies VII A.6. 11-02-23

EXHIBIT tabbies VII B.6. 09-28-23

EXHIBIT tabbies VII A 25 f 09-07-23

Putnam County Board of Education

(Oct BOE Mtg) BOE approved on 1st reading ONLY SR

BOE approved on 2nd reading ONLY SR

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Click here to enter text.	**Charter School Renewal**	**1.905**	**11/02/23**
		Rescinds:	Issued:

INTERIM REVIEW

The Director of Schools/designee shall conduct an interim review of a charter school in the fifth year of a charter term in accordance with guidelines developed by the Department of Education. As part of this process, the charter school shall submit a report on the progress of the school in achieving the goals and objectives set forth in the charter agreement.[1]

CUMULATIVE PERFORMANCE REPORT

Three (3) months prior to the date on which a charter school is required to submit a renewal application, the Director of Schools/designee shall submit a performance report to the charter school that summarizes the school's performance record over the charter term and states the summative findings concerning the school's performance and prospects for renewal.[2]

APPLICATION AND EVALUATION

No later than April 1st of the year prior to the year in which the charter school agreement expires, the governing body of a charter school shall submit a renewal application to the Board.[3]

The Director of Schools/designee shall conduct a renewal evaluation site visit to each charter school that submits a charter school renewal application.

The Board will make renewal decisions by February 1st in the year the charter school agreement expires.

RENEWAL CRITERIA[4]

The Board shall define and communicate with schools the criteria for renewal that is consistent with the charter agreement. The Board shall make its renewal decision based on the renewal application, annual progress reports, and renewal performance report.

Within ten (10) days of the Board voting by resolution on a renewal application, the Director of Schools/designee shall promptly notify a school of its renewal recommendation and decision, including the reasons for the decision and any rights to an appeal. The Director of Schools/designee shall promptly communicate renewal decisions to the school community and public.

received 10/29/23

Legal References

1.

Cross References

1
2
3
4
5
6
7
8
9
10 Bo
11
12
13

EXHIBIT tabbies VII A.7. 11-02-22

EXHIBIT tabbies VII B.7. 09-28-23

EXHIBIT tabbies VII A.25g 09-07-23

Putnam County Board of Education

LOCT BOE Mtg BOE approved on 1st reading ONLY

BOE approved on 2nd reading ONLY

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Click here to enter text.	**Charter School Revocation**	1.906	**11/02/23**
		Rescinds:	Issued:

General

The Board shall revoke a charter school agreement if the charter school:[1]

1. Failed to meet or make sufficient progress toward the performance expectations set forth in the charter school agreement;
2. Committed a material violation of any of the conditions, standards, or procedures set forth in the charter school agreement;
3. Failed to meet generally accepted standards of fiscal management; or
4. Performed any of the acts that are conditions for non-approval of charter schools under state law.

NOTICE

The Director of Schools/designee shall notify the charter school of the Board's intent to revoke the charter school agreement in writing at least thirty (30) days prior to the revocation.[2]

Within ten (10) days of the Board voting to review, not renew, or revoke a charter school agreement, the Director of Schools/designee shall report the Board's decision to the Department of Education. The Director of Schools/designee shall also provide the charter school a copy of the Board's resolution setting forth the decision and the reasons for the decisions, and an explanation of the right to appeal.[3]

REVOCATION DUE TO PRIORITY STATUS

The Board may revoke a charter school agreement if the charter school is identified as a priority school under state law. Revocation shall take effect immediately following the close of the school year in which the charter school is identified as a priority school.[4]

The Board shall revoke a charter school agreement if the charter school is identified as a priority school for two consecutive cycles ~~(beginning in 2017).~~ Revocation shall occur immediately after the close of the school year in which the charter school is identified as a priority school for the second consecutive cycle.

PROCEDURES FOR CLOSURE

received 10-23-23

The Director of Schools/designee shall develop administrative procedures regarding charter school closures prior to the Board denying renewal or revoking a charter school agreement.[5] ~~These procedures shall outline a detailed protocol that will ensure timely notification to parents, orderly transition of students and student records, and disposition of school funds, property, and assets in accordance with state law.~~

Legal References

1.

Cross References

Bo

Delete Policy 1.704 being replaced with new charter Policies.

EXHIBIT tabbies VII. A.8 11-02-23

Putnam County Board of Education

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in November	**Charter Schools**	**1.704**	**11/06/14**
		Rescinds: **1.704**	Issued: **09/04/12**

SCOPE

This policy shall apply to Sponsors and potential Sponsors of newly created public charter schools. It shall not apply to public charter schools converted from existing public schools pursuant to TCA 49-13-106 (b) (2).

DEFINITION

A charter school shall be a public, nonsectarian, non-religious, non-home based school which operates within a public school district. It shall be subject to all state and federal laws and constitutional provisions prohibiting discrimination on the basis of disability, race, creed, color, gender, national origin, religion, ancestry or need for special education services.[1]

The purposes of charter schools are to:[2]

(1) Improve learning for all students and close the achievement gap between high and low students;

(2) Provide options for parents to meet educational needs of students in high priority schools;

(3) Encourage the use of different and innovative teaching methods, and provide greater decision making authority to schools and teachers in exchange for greater responsibility for student performance;

(4) Measure performance of pupils and faculty, and ensure that children have the opportunity to reach proficiency on state academic assessments;

(5) Create new professional opportunities for teachers; and

(6) Afford parents substantial meaningful opportunities to participate in the education of their children.

APPLICATION PROCESS [3]

A prospective charter school sponsor shall send the director notice of its intent sixty (60) days prior to April 1 of the year preceding the year in which the proposed charter school plans to begin operation as a public charter school.

A sponsor seeking Board approval of an initial charter school application must complete the form provided and be able to implement a viable program of quality education for its students.

In the case where a traditional public school is seeking to convert to a charter school, the application must include documents showing the necessary parental or teacher support. The application, including all appendices, shall not exceed 200 pages, double spaced, 12 point font.

Applications must be submitted to Board on or before 4:30 p.m. on April 1 of the year preceding the year in which the proposed charter school plans to begin operation as a public charter school. Applications will be accepted only between March 1 and April 1. If the 1st of April falls on a Saturday, Sunday or holiday on which the school district offices are closed, applications will be accepted on the previous business day on or before 4:30 p .m Late applications will not be accepted, without exception. The sponsor shall pay an application fee of $500.00.

REVIEW TEAM

If necessary, the Board shall appoint a review team to assist in reviewing and evaluating charter school applications. The team shall be composed of: members of the administrative staff for the district; community members; and a member of the Board. At the Board meeting in February July each year, the Director of Schools shall make a recommendation to the Board of which members of his administrative staff should be appointed to the team. The Board shall name the members of the team at its first meeting in March of each year. The Board shall designate a chairman of the review team as the contact person for answering questions about the application process and receiving applications.

The Board shall require a procedure of receiving, reviewing and ruling on applications for the establishment of charter schools. The procedure must include a timeline for the application and review process and the means for reviewing and evaluating each application, including the criteria on which the decision to grant or deny a charter will be based. A copy of the procedure, including the review criteria, shall be available to any interested party upon request.

The review team shall:

1. Evaluate all charter school applications based on the review criteria adopted by the Board;

2. Recommend one of the following options to the Board for each application: approve, reject, or reject with stipulations for reconsideration;

3. Monitor charter school progress; and

4. Make recommendations for revocation, renewal or non-renewal of charter contracts.

APPROVAL, DENIAL OF APPLICATION [4]

The Board shall rule by resolution on the approval or denial of a charter application within ninety (90) days of receipt of the completed application or the application shall be deemed approved by law.[5]

Approval

If the application is approved, the Sponsor may proceed to negotiate a charter agreement with the Board through its designee within the district administration. The Sponsor of a public charter school

that is approved by the Board shall enter into a written agreement with the Board, which shall be binding on the charter school's governing body. This agreement, known as the charter agreement, shall

be in writing and by the Tennessee Department of Education as well as provide a list of requirements that the sponsor wants to waive. In the application, the sponsor must demonstrate that the proposed charter school meets the purpose prescribed by law for the formation of a charter school and the proposed charter school will be and shall include all aspects of the Sponsor's approved application as well as any reporting requirements prescribed under state or federal laws. [5]

To warrant adoption, charter schools must promote and implement new and innovative practices and conditions in delivering public education not typically found in traditional public schools. All charter schools that include high schools (grades 9-12) must be SACS accredited. It is expected that the candidate school status for accreditation will be received during the first year of the charter school operation.

Charter schools approved by the Board of Education are expected to implement the application as submitted and approved. Substantial deviations from the approved application may result in revocation of the Charter by the Board.

Charter schools approved by the Board are expected to operate with knowledge of and compliance with all rules, regulations, statutes and policies relevant to that charter school's operations; including but not limited to instruction, human resources, communication, administration, business services, facilities and operations, transportation, food services, safety and student discipline. The Board should not be expected to provide services to charter schools that are not requested during the application process except for those services that are required under state or federal laws. Services agreed to be provided to the charter schools by the Board shall be provided at Board actual cost.

The Governing Body of an approved public charter school shall make a written report to the Board annually between August 1 and September 1. This reporting requirement shall begin in the year after the year in which the public charter school begins operation. This annual report shall include: a report on the progress of the school in achieving its goals, objectives, pupil performance standards, content standards, and all other terms of the charter agreement; and a financial statement disclosing the financial health of the school including the costs of the administration, instruction and other spending categories of the school. [6]

New public charter schools, conversion schools, and all renewals of charter agreements are approved for ten year periods. However, following the fifth year of a charter school's initial period of operation or the fifth year of any renewal of a charter school agreement, the LEA must conduct an interim review of the charter school according to the guidelines developed by the Department of Education.

No later than October 1 of the year prior to the year in which the charter agreement expires, the governing body of a public charter school shall submit a renewal application to the Board. The Board shall make its renewal decision based on the progress of the school towards its stated goals and on the financial status of the school.[7]

The Board may revoke or deny renewal of a public charter school agreement for any of the reasons enumerated in TCA 49-13-122.

Denial

Upon receipt of the grounds for denial, the sponsor shall have thirty (30) days within which to submit an amended application to correct the deficiencies. The Board shall have thirty (30) days either to deny or to approve the amended application or the application shall be deemed approved by law.[4]

A denial of an application by the Board may be appealed by the sponsor, within ten (10) days of the final decision to deny to the State Board of Education.

Legal References

1. TCA 49-13-105; TCA 49-13-111(1) - (5)(b)(c)
2. TCA 49-13-102
3. TCA 49-13-107
4. TCA 49-13-108; TRR/MS 0520-14-1-.01 &.02
5. TCA 49-13-110
6. TCA 49-13-120
7. TCA 49-13-121

EXHIBIT tabbies VII B 1 11-02-23

EXHIBIT tabbies VII C. 1 09-28-23

Putnam County Board of Education

(Oct BOE Mtg) BOE approved on 1st Reading 9/28/23 SRed

Monitoring:	Descriptor Term:	Descriptor Code:	Issued/Date:
Click here to enter text.	**Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS)**	**6.404**	**09/28/23**
		Rescinds: **6.404**	Issued: **02/01/18**

LIABILITY AND NON-DISCRIMINATION

Students infected with HIV shall not be denied enrollment in school; have the same rights to attend school and receive services; and shall be subject to the same rules and policies as other students. ~~The board shall not prevent an HIV infected student from participating in the continuation of his/her education on the sole basis of HIV infection. To the extent practical with medical and educational needs, the student shall be subject to the same rules for class assignment, privileges, and participation in any school sponsored activities as all other students~~. The board shall strive to maintain a respectful school climate for HIV infected students.

Mandatory screening for communicable diseases not spread by casual everyday contact, such as HIV infection, shall not be a condition for school entry or attendance.[1]

ADMINISTRATIVE RESPONSIBILITIES FOR CONFIDENTIALITY

If a student's parents/guardians choose to disclose the child's HIV status, all matters pertaining to that student shall be directed by procedures initiated by the director of schools.

~~The director of schools shall convene an evaluation team composed of the student's parents/guardian, the student's physician if she/he elects to attend, a physician or nurse from the Public Health Department as designated by the regional health officer and a representative of the local education agency as designated by the director of schools. The evaluation team shall evaluate and review the student's health status relative to attending school~~.

The director of schools shall be responsible for requesting medical records from the parent/guardian and a statement from the student's physician regarding the health status of the student reported to have HIV/AIDS. In addition, the director of schools will gather information regarding the student's cumulative school record. ~~These records will be reviewed by the evaluation team.~~

~~The evaluation team shall assume responsibility for determining when a student's medical condition warrants the student's removal from the classroom. For any child determined as warranting removal from the classroom due to medical reasons, the school shall be responsible for determining the appropriate educational program for the child. The parent/guardian shall be included as part of the local decision-making process.~~

received 09-19-23 SRM

~~Because HIV/AIDS infection is a progressive disease, semi-annual medical and educational monitoring will be conducted by the evaluation team using the latest public health information.[1]~~

CONFIDENTIALITY

No information concerning an HIV infected student shall be divulged, directly or indirectly, to any other individual or group without the written consent of the parent/guardian. All medical information and written documentation of discussions, telephone conversations, proceedings and meetings shall be kept by the director of schools or designee, in a locked file. If the HIV infected student is under the age of eighteen (18), access to this file shall be granted only to those persons who have the written consent of the infected student's parents/guardians. ~~Individuals will be informed of a student's HIV infection on a "Need to Know" basis, as decided by the evaluation team, with the written consent of the parent/guardian.[2]~~

Under no circumstances shall information identifying a student with AIDS be released to the public.[3]

APPROPRIATE ALTERNATIVE EDUCATION PROGRAMS

~~If a change in an HIV infected student's educational program becomes necessary (due to a secondary infection that constitutes a medically recognized risk of HIV transmission in the school setting or deteriorating health of the student) the director of schools, parent/guardian, and the treating physician will develop an appropriate educational program in the least restrictive environment which is legally and educationally sound. If the HIV infected student is receiving special education services, these services will be in agreement with established policies.~~

~~Reassessment of educational placement will be conducted semi-annually~~.

HIV or AIDS status shall not factor into decisions concerning class assignment, privileges, or participation in any school-sponsored activity. In determining the educational placement of a student living with HIV, school authorities shall follow established policies and procedures for students with disabilities. School authorities shall reassess placement if there is a change in the student's need for accommodations or services.[5]

CURRICULUM

The director of schools shall be responsible for developing instructional objectives to address each terminal objective in the state AIDS curriculum framework and provide each teacher responsible for teaching AIDS education with these objectives. Students shall further be taught universal precautions through the K-8 Healthful Living and Lifetime Wellness curricula and through the board's HIV prevention education program.

The state AIDS curriculum and related instructional objectives will be used in grades K-12 and be available for parent/guardian review pursuant to T.C.A. 49-6-1305.[7]

INFECTION CONTROL

The director of schools shall develop an Occupational Safety and Health Administration (OSHA)-based infection control plan in which each school will provide for: 1) well-maintained and easily accessible materials necessary to follow universal precautions and 2) designate first responders responsible for implementing infection control guidelines, including investigating, correcting, and reporting on instances of exposure. All schools shall further follow the most current Centers for Disease control and Prevention (CDC) Universal Precautions for Prevention of Transmission of Human Immunodeficiency Virus, Hepatitis B Virus, and Other Blood-borne Pathogens in Health Care Settings and the OSHA blood-borne pathogens standard.[4]

The director of schools shall develop procedures to implement this policy as well as the State Board of Education HIV/AIDS Policy for Employees and Students of Tennessee Public Schools.[5]

Legal References

1.

Cross References

1

2

EXHIBIT tabbies VII B 2. 11-02-23

EXHIBIT tabbies VII C.2, 09-28-23

Putnam County Board of Education

(Oct BOE Mtg) BOE approved on 1st reading ONLY 2nd Read

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Click here to enter text.	**Medications**	**6.405**	**09/28/23**
		Rescinds: **6.405**	Issued: **01/03/19**

If under exceptional circumstances, a child is required to take non-prescription or prescription medication during school hours and the parent/legal guardian cannot be at school to administer the medication only the school nurse, principal, or the principals' designee will assist in self-administration of the medication if the student is competent to self-administer medicine.[1]

A Medication Form shall be filled out, signed by the parent/legal guardian, and brought to school with the medication.

Information included on the form is:

1. Student's name;
2. Name of medication'
3. Name and phone number of physician;
4. Time of administration;
5. Dosage and instructions for administration;
6. Possible side effects, if know;
7. Termination date of the medication; and
8. Pharmacy name and phone number for prescription medications.

All medications must be locked in the office unless the student must retain a medication for immediate self-administering (inhalers/Epi-Pens/Diabetic kits). All medications require a medication form signed and on file.

If a student has been instructed to take a medication twice daily, it should be administered before and after school hours at home.

All prescription medicine brought to school must be in the original labeled container from the pharmacy and must include the name of the student, name of the medication, dosage, administration route and/or other directions, the date filled, the date of expiration, pharmacy name, address and phone number.

All non-prescription medication brought to school must be in the original manufacturer's labeled container with the student's name affixed to the container.

received 09-19-23

An initial pill count shall be completed and documented on the *Medication Administration Record* with both the parent/legal guardian and nurse or medication designee signature verifying the information.

Half doses must be cut in precise measurements by the parent or pharmacy.

If medication is brought in elixir form, the amount will be documented on the *Medication Administration Record* with both the parent/legal guardian and the nurse or medication designee's signature verifying the information.

~~All medication will be kept in a locked cabinet except medication retained by a student per physician's order.~~

If a medication is self-administered by a student in a continuous manner, the parent/legal guardian will be notified verbally orin writing when there are three (3) doses remaining.

If a medication's date has expired, the school will notify the parent/legal guardian.

All designated staff will document their signature and initials on the *Medication Administration Record* prior to the assistance of self-administration of medicine.

All designated staff, at the time of medication administration, will annotate the time and initial the date box on the *Medication Administration Record* when assisting in self-administration of medicine.

Parent/legal guardians will be contacted immediately if the student has any adverse reaction to the medication prescribed.

The school nurse or medication designee will not assist in administering a medication if a student has had a previous adverse reaction unless a doctor provides an order stating the medication should be resumed.

The parent/legal guardian is responsible for informing the designated staff of any change in the student's health or change in medication.

In the event a dosage is not administered as ordered or any other medication error occurs, a *Medication Error Form* must be completed and submitted to the appropriate administrative person in the school district. The school nurse and parent or legal guardian must be notified in the event of a medication error. Each school shall establish a procedure for providing communication with the parent or legal guardian regarding any problems with administration of the medication.[2]

At the end of the school year, a note will be sent home to remind the parent/legal guardian to pick up unused medication. All medication left after the last day of school will be disposed of according to legal guidelines.

A copy of this policy and medication form shall be provided to the parent/legal guardian upon request for long-term administration of medications.

BLOOD GLUCOSE SELF CHECKS[2]

Upon written request of a parent/legal guardian, and if included in the student's medical management plan and the IHP, a student with diabetes shall be permitted to perform a blood glucose check or administer insulin using any necessary diabetes monitoring and treatment supplies, including sharps. The student shall be permitted to perform the testing in any area of the school or school grounds at any time necessary.

Sharps shall be stored in a secure, but accessible location, including the student's person, until use of such sharps is appropriate.

Use and disposal of sharps shall be in compliance with the guidelines set forth by the Tennessee Occupational Safety and Health Administration (TOSHA).

EMERGENCY MEDICATIONS

It is the parent/legal guardian's responsibility to notify the principal, school nurse, or designee regarding the need for all emergency medications necessary for their student.

Each student requiring an emergency medication must have an Individualized Education Plan (IP) or Individualized Health Plan (IHP) listing the emergency medication. It must follow the physician's recommendations.

The school nurse, working with school administration, shall be responsible for updating and maintaining each Individualized Health Plan (IHP). The Individualized Health Plan (IHP) must be signed-off by the physician. There must be a parent/legal guardian signature on file giving permission to administer emergency medication.

In case of an emergency, the school system shall act in the best interest of the student and shall follow the Individualized Health Plan (IHP) or Individualized Education Plan (IEP) in accordance with the physician's recommendations. Should there be a disagreement between the student's parent/legal guardian and the physician's recommendation the student will be transported to the Emergency Room.

It shall be the responsibility of the parent/legal guardian to supply emergency medication to the school.

Inhalers/Epi-pens:

1. May be carried by the student, kept by the teacher in the classroom or stored in the office or clinic with other medication.
2. If the physician's ordered-medication is carried by the student, the student, parent and designated staff shall complete a *Self-carry Contract* to be kept on file with the *Medication Administration Record and Medication Form.*
3. The permission for self-carry medication shall be effective for the school year in which it is granted and must be renewed each following school year.
4. If the student misuses the emergency medication or shares the medication with other students the school system may suspend or revoke the self-carry privileges.
5. May be taken on school-related trips at the parent/legal guardian's discretion and as outlined in the Individualized Education Plan (IEP) or Individualized Health Plan (IHP).

Glucagon or any other medication permitted by law:

1. Will be handled on a case-by-case basis in order to provide services as indicated on the Individualized Health Plan (IHP) or Individualized Education Plan (IEP).
2. Will be administered by the school nurse if one is available. If not, may be administered in emergency situations by a "properly trained volunteer". (See definition under *Guidelines for Training* outlined below).
3. Parent/legal guardian's approval of the plan of action for glucagon administration will be obtained and indicated by signature on the Individualized Health Plan (IHP) or Individualized Education Plan (IEP).
4. Upon development of an Individualized Health Plan (IHP) or Individualized Education Plan (IEP) indicting a need for glucagon administration a "call for volunteers" at the student's school will be made.
5. Volunteers for Glucagon administration
    a. Must be employed by the school system.
    b. Must volunteer under no duress.
    c. Must be trained annually by a registered nurse.
    d. Glucagon will be taken on school-sponsored trips only if there is a properly trained volunteer or the parent/legal guardian is available to accompany the student. Standard universal precautions and guidelines for proper medication storage/administration/disposal will be followed.
    e. Glucagon will be stored in a secure locked box, cabinet or drawer in the office or clinic.
    f. See *Administration of Glucagon* policy for further information.

STUDENTS WITH PANCREATIC INSUFFICIENCY OR CYSTIC FIBROSIS[3]

Students diagnosed with pancreatic insufficiency or cystic fibrosis shall be permitted to self-manage their prescribed medication in a manner directed by a licensed healthcare provider without additional assistance or direction. The director of schools shall develop procedures for the development of a health plan for every student that wishes to self-administer such medication.

STUDENTS WITH ADRENAL INSUFFICIENCY[4]

The parent/legal guardian of a student diagnosed with adrenal insufficiency shall notify the school district of the student's diagnosis. Once notified, the school district shall observe the following procedures:

1. The district shall train school personnel who will be responsible for administering the medication for the treatment of adrenal insufficiency and any who volunteer to administer the medication.
2. The district shall maintain a record of all school personnel who have completed this training.
3. If a student is suffering from an adrenal crisis, a school nurse or other licensed health care professional should administer the prescribed medication to the student. If a school nurse or other licensed health care professional is not immediately available, trained school personnel may administer the prescribed medication.

The director of school shall develop procedures on the administration of medications that treat adrenal insufficiency and recordkeeping per rules set forth by the State Board.

GUIDELINES FOR TRAINING

1. Unlicensed personnel assisting with medication self-administration shall receive training from a registered nurse to help assure safety.
2. Training will be provided until competency is demonstrated and retraining shall be completed on a yearly basis. Training will be documented and include a skills checklist, instructor's name, trainee's name, date of training and documentation of competency of trainee to administer medication. A copy of the trainee's competency training form will be kept in the Coordinated School Health office.

Legal References

1.

Cross References

EXHIBIT
tabbies VIII C. 1
11-02-23

Putnam County Board of Education

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Click here to enter text.	**Sick Leave Bank**	**5.3021**	**11/02/23**
		Rescinds: **5.3021**	Issued: **09/03/15**

Purpose

The purpose of Sick Leave Bank is to provide sick leave to contributors who have suffered a personal catastrophic illness, injury, disability or quarantine and all paid leave is exhausted.

Administration

The Sick Leave Bank shall be administered by the Sick Leave Trustees. The SLT shall be composed of five (5) members: two (2) teachers, one (1) principals/assistant principal, one (1) support staff, one (1) Human Resources. The Sick Leave Trustees shall be appointed by the Director of Schools.

Trustees

1. In the event any member is unable to be present at any meeting of the Sick Leave Bank Trustees, the member may appoint a representative to serve during a particular meeting if the absent Trustee gives authorization in writing.
2. Trustees are eligible to succeed themselves.
3. All actions of the Trustees shall require three (3) affirmative votes. Decisions of the Trustees shall be final and cannot be appealed or grieved.
4. All records of the Bank shall be kept in the Human Resource Office of all applications they approve and the amount of leave granted the applicant.
5. ~~5.~~ The Trustees shall act affirmatively or negatively on all Sick Leave Bank applications ~~on the second and fourth Thursday of each month.~~

Membership Provisions

1. Employees who have completed a minimum of one (1) year of employment shall be eligible to participate in the Bank; however, a minimum participation of ~~one hundred (100)~~ twenty (20) employees shall be required to establish the Bank. Full time employment is defined as working thirty (30) hours or more per week or classified as full-time in your job classification.
2. Any employee who elects to participate in the Bank shall initially have one (1) to two (2) days of sick leave deducted from his/her personal accumulation and deposited in the Bank by completing and signing the Sick Leave Bank Enrollment Form. The signing of the Enrollment Form by the participant relieves the Board of Education, and the Trustees from liability. Sick Bank Trustees will determine each year whether the donation will be one (1) or two (2) days based on balance of Bank.

CK Recommended by Angie Knight 10/24/23

3. Employees participating in the Bank shall agree to abide by the rules and regulations established herein by the Trustees.
4. Enrollment shall be open during the months of August, September and October of any year. Deadline date for enrollment is October 31.
5. Donations of sick leave to the Bank are nonrefundable and nontransferable except in the event of termination of the Bank. In the event the Bank is terminated, the total days on deposit shall be returned proportionately to the current participating members and credited to their personal sick leave accumulation. Days returned under this section and credited to the individual participant's accumulation shall be rounded to the nearest one-half (1/2) day.
6. If at any time the number of days in the Bank is less than one per member, or at any other time deemed advisable, the Trustees shall assess each member one (1) day of accumulated sick leave. If a member has no accumulated sick leave at the time of assessment, the first earned day after the assessment shall be donated as it is accrued. It is the responsibility of the member to hold sick leave in his/her sick leave balanced for assessment and to notify the Sick Leave Bank Administrator upon accrual.
7. The enrollment authorization shall remain in effect for the current and subsequent years unless cancelled in writing. A member may withdraw from the Bank on any ~~June 30th~~ October 31st by prior written notice to the Trustees. Membership withdrawal shall result in forfeiture of all days contributed.
8. Application forms for the Bank may be obtained at each work location and the Office of Human Resources.

Sick Leave Bank Usage

1. Sick Leave Bank days may be granted only for instances of catastrophic disabling illness, injury, complications of pregnancy, or quarantine of the individual member, spouse or child. Grants of sick leave from the Bank shall not be made to any member on account of any elective surgery, or during any period the member is receiving disability benefits from Social Security or local retirement plan. Disability benefits from individually purchased policies shall not affect eligibility to draw from the Bank. Pre-existing conditions occurring during 12 months prior to joining the Bank shall not be covered.
2. A participant shall not receive any sick leave from the Bank until after having exhausted all accumulated sick leave, personal leave, annual leave and compensatory time as verified by the department head.
3. There shall be a waiting period of six (6) consecutive duty days (excluding extensions for the same illness or injury) following the exhaustion of all available "paid leave" before days from the Bank may be used.
4. Members of the Bank shall be eligible to make application to the Bank for sick leave only after having been a member of the Bank for thirty (30) calendar days.
5. All requests to draw upon the Bank must be submitted on a Sick Leave Bank Request Form and submitted to the Trustees within thirty (30) calendar days of the first day Bank usage is requested. In extreme and unusual circumstances, exceptions may be approved.
6. All requests to draw from the Bank must be accompanied by a statement on the Medical Certification Form certifying that leave is medically required by the specified illness or disability. The attending physician must sign such form.
7. An applicant or member drawing on the Bank may be required at any time to undergp a medical review (at his/her expense).

8. Coverage for any illness shall be for a minimum of five (5) days.
9. The total of days allowable cannot be increased due to multiple illnesses beyond a maximum of sixty (60) days for one year and ninety (90) days over two consecutive years. The lifetime maximum number of days allowable to any member of the Sick Leave Bank shall be one hundred twenty (120) days.
10. In the event a member is physically or mentally unable to make a request to the Trustees for use of sick leave days, a family member or agent may file the request.
11. Employees may receive benefits from the Bank only for their annual payroll period of employment.
12. The individual need not repay sick leave granted to a member from the Bank, except as all members as uniformly assessed.
13. Leave grants from the Bank, approved by the Trustees, shall not be less than five (5) consecutive days or for more than twenty (20) consecutive days for which the individual applicant would have otherwise lost pay. Applicants may submit requests for extensions of such leave grants before or after their prior grants expire. A physician's statement is required to verify all extensions.

Loss of Benefits

A member shall lose the right to obtain the benefits of the Sick Leave Bank by:

1. Resignation or termination of employment;
2. Cancellation of participation which is effective on June 30th next;
3. Refusal to honor such assessment as may be required by the Trustees;
4. Being on approved leave of absence with the exception of personal illness or disability leave;
5. Retirement;
6. Refusal to comply with the guidelines, rules and regulations of the Bank.

Legal References

1.

Cross References

Bo

EXHIBIT
tabbies
VIII A.1a(1)
11-02-23

Putnam County Board of Education Agenda Requests
(See attached calendar for deadlines)

Date_____ 11/2/2023

Department Finance

Person Submitting Mark McReynolds

Account Number (if appropriate)

Check one:

____x____Backup included

_____Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval to pay American Constructors, Inc. in the amount of $2,505,405.68 and Pinnacle Bank (retainage) in the amount of $119,504.66 for pay application #14 related to the Parkview School project to be paid from the Putnam County Bond Issue.

received

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

OWNER: Putnam County School Board
Attn: Kim Cravens, Board Chairman
kim.cravens@pcsstn.com
1400 East Spring Street
Cookeville, TN 38506

CONTRACTOR:
American Constructors, Inc.
P. O. Box 947
Brentwood, Tennessee 37024

PROJECT: Park View Elementary
Attn: Mark McReynolds, Finance Director
mmcreynolds@pcsstn.com

ARCHITECT: Kim Allen Chamberlin kchamberlin@uplanddesigngroup.com
Upland Design Group, Inc.
362 Industrial Blvd
Crossville, TN 38555

APPLICATION NO: 750-14
PERIOD TO: October 19, 2023
PROJECT NO:
CONTRACT DATE:

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		45,521,772.00
2. Net change by Change Orders		0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		45,521,772.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		27,209,274.41
5. RETAINAGE:		
a. Retainage Added this Month	119,504.66	
Retainage Previous Balance	1,095,184.01	
b. ___ % of Stored Material (Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		1,214,688.67
6. TOTAL EARNED LESS RETAINAGE		25,994,585.74
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	$23,489,180.06	~~23,486,188.06~~ **
8. CURRENT PAYMENT DUE	$2,505,405.68	~~2,308,405.68~~
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		19,527,186.26

** Unpaid Balance 0.00

CHANGE ORDER SUMMARY		DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order		0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: AMERICAN CONSTRUCTORS, INC.

By: _____ Date: October 19, 2023
Matthew T. McCall, CFO

State of: Tennessee County of: Davidson
Subscribed and sworn to before me this 19th day of October, 2023
Notary Public: Margie A. Eblen
My Commission expires: March 3, 2026

MARGIE A. EBLEN NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY My Commission Expires March 03, 2026

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $2,505,405.68

(Attach explanation if amount certified differes from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: UDG, Inc.
By: _____ President Date: 10/24/23

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Application for Payment, Continued

Project Park View Elementary School, Cookeville, TN

Application No. 14
Date: 10/19/23

		C	D	E	F	G		H	I
	Description of Work	Scheduled Value	Work Completed: Previous Applications	Work Completed: This Period	Stored Material	Total Completed To Date	%	Balance to Finish	Retainage
02.35	Cap Grouting Allowance	1,150,750.00	1,150,750.00	-	-	1,150,750.00	100.00%	-	57,537.50
03.00	Cast In Place Concerete	2,359,381.00	2,327,945.82	13,852.18	-	2,341,798.00	99.25%	17,583.00	117,089.90
03.30	Hollow Core Concrete Planks	424,000.00	424,000.00	-	-	424,000.00	100.00%	-	21,200.00
04.00	Masonry	6,242,868.00	4,844,813.12	565,000.00	-	5,409,813.12	86.66%	833,054.88	270,490.66
05.00	Steel and Metals	3,346,013.00	3,086,540.70	141,610.00	-	3,228,150.70	96.48%	117,862.30	161,407.54
06.05	Rough Carpentry / Blocking	174,396.00	69,318.60	54,233.00	-	123,551.60	70.85%	50,844.40	6,177.58
07.00	Caulk / Waterproof / Dampproof	402,954.00	-	-	-	-	0.00%	402,954.00	-
07.04	ACM Panels	145,000.00	-	-	-	-	0.00%	145,000.00	-
07.08	Horizontal Wall Panels	250,400.00	-	-	-	-	0.00%	250,400.00	-
07.20	Roofing	1,473,000.00	899,063.20	141,600.00	-	1,040,663.20	70.65%	432,336.80	52,033.16
08.00	Overhead Doors	84,287.00	-	-	-	-	0.00%	84,287.00	-
08.10	Glass and Glazing	1,552,377.00	-	256,333.51	97,395.12	353,728.63	22.79%	1,198,648.37	17,686.43
08.15	Doors / Frames / Hardware	761,222.00	109,578.00	-	-	109,578.00	14.40%	651,644.00	5,478.90
09.00	LG Framing & Gypsum Board	947,205.00	250,777.40	210,150.00	-	460,927.40	48.66%	486,277.60	23,046.37
09.20	Resilient Flooring	347,000.00	-	-	-	-	0.00%	347,000.00	-
09.25	Resinous Flooring	132,560.00	-	-	-	-	0.00%	132,560.00	-
09.30	Wood Flooring	164,854.00	-	-	-	-	0.00%	164,854.00	-
09.40	Acoustical Ceilings	331,000.00	-	-	-	-	0.00%	331,000.00	-
09.45	Acoustical Panels	97,000.00	-	-	-	-	0.00%	97,000.00	-
09.90	Painting	346,526.00	-	23,000.00	-	23,000.00	6.64%	323,526.00	1,150.00
10.00	Accordion Partitions	18,952.00	-	-	-	-	0.00%	18,952.00	-
10.10	Lockers	83,176.00	-	-	-	-	0.00%	83,176.00	-
10.20	Display Boards	53,400.00	-	-	-	-	0.00%	53,400.00	-
10.30	Signage	55,150.00	-	-	-	-	0.00%	55,150.00	-
10.40	Toilet Partitions	90,910.00	-	-	-	-	0.00%	90,910.00	-
10.50	Toilet Accessories	32,400.00	-	-	-	-	0.00%	32,400.00	-
10.60	Fire Protection Specialties	4,850.00	-	-	-	-	0.00%	4,850.00	-
10.70	Flagpole	4,900.00	-	-	-	-	0.00%	4,900.00	-
10.80	Display Cases	31,100.00	-	-	-	-	0.00%	31,100.00	-
11.00	Food Service	1,149,713.00	-	-	-	-	0.00%	1,149,713.00	-
11.11	Building Athletic Equpment	153,588.00	-	-	-	-	0.00%	153,588.00	-
12.00	Casework	600,785.00	66,863.00	-	-	66,863.00	11.13%	533,922.00	3,343.15

Application for Payment, Continued

Project Park View Elementary School, Cookeville, TN

Application No. 14
Date: 10/19/23

		C	D	E	F	G		H	I
			Work Completed						
	Description of Work	Scheduled Value	Previous Applications	This Period	Stored Material	Total Completed To Date	%	Balance to Finish	Retainage
12.10	Telescoping Bleachers	235,000.00	-	-	-	-	0.00%	235,000.00	-
12.30	Window Coverings	53,515.00	-	-	-	-	0.00%	53,515.00	-
14.00	Elevators	95,890.00	-	-	-	-	0.00%	95,890.00	-
21.00	Fire Protection	595,285.00	-	-	-	-	0.00%	595,285.00	-
22.00	Plumbing	1,558,015.00	953,207.00	81,908.00	-	1,035,115.00	66.44%	522,900.00	51,755.75
23.00	Mechanical / HVAC	4,161,432.00	2,181,260.90	407,654.00	-	2,588,914.90	62.21%	1,572,517.10	129,445.75
23.10	Test and Balance	47,370.00	-	-	-	-	0.00%	47,370.00	-
26.00	Electrical	4,232,000.00	1,652,403.64	268,392.50	-	1,920,796.14	45.39%	2,311,203.86	96,039.81
27.00	Low Voltage Systems	342,848.00	-	-	-	-	0.00%	342,848.00	-
31.00	Earthwork	3,369,279.00	3,145,045.73	13,700.00	-	3,158,745.73	93.75%	210,533.27	157,937.29
32.00	Exterior Improvements	1,512,932.00	89,090.00	-	-	89,090.00	5.89%	1,423,842.00	4,454.50
33.00	Utilities	866,777.00	646,657.00	115,265.00	-	761,922.00	87.90%	104,855.00	38,096.10
96.00	Contingency Allowances	750,000.00	6,366.00	-	-	6,366.00	0.85%	743,634.00	318.30
97.00	General Conditions	2,304,285.00	1,202,884.00	121,188.00	-	1,324,072.00	57.46%	980,213.00	-
97.60	Taxes and Insurance	634,620.00	532,189.10	12,829.03	-	545,018.13	85.88%	89,601.87	-
99.99	Fee	1,750,807.00	945,610.86	100,800.00	-	1,046,410.86	59.77%	704,396.14	-
		45,521,772.00	**24,584,364.07**	**2,527,515.22**	**97,395.12**	**27,209,274.41**	59.77%	**18,312,497.59**	**1,214,688.67**

EXHIBIT
tabbies VIII.A1a.(2)
11-02-23

Putnam County Board of Education Agenda Requests
(See attached calendar for deadlines)

Date_____ 11/2/2023

Department Finance

Person Submitting Mark McReynolds

Account Number (if appropriate)

Check one:

___X___Backup included

_____Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval to pay Upland Design Group, Inc. – Crossville, Tennessee in the amount of $26,175.02 for architectural services for the Park View School project, to be paid from 141-76100-304-02504.

received

Upland Design Group Inc
PO Box 1026
Crossville, TN 38557

Voice: 931-484-7541
Fax: 931-484-2351

INVOICE

Invoice Number: 1921 Inv. 24
Invoice Date: Oct 23, 2023
Page: 1

Bill To:
Putnam County School System 1400 East Spring St. Cookeville, TN 38506

Ship to:
Putnam County School System 1400 East Spring St. Cookeville, TN 38506

Customer ID	Customer PO	Payment Terms	
1921	New Putnam Co.	Net Due	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
	Elem. School		11/23/23

Quantity	Item	Description	Unit Price	Amount
		Const. Cost - $45,521,772.00 x 5% (A/E Fee)= $2,276,088.60 x 89.95% (thru 59.77% CA)= $2,047,341.70 - less previously billed $2,021,166.68= $26,175.02		26,175.02
		Subtotal		26,175.02
		Sales Tax		
		Total Invoice Amount		26,175.02
		Payment/Credit Applied		
		TOTAL		**26,175.02**

Check/Credit Memo No:

EXHIBIT
tabbies VIII. A.1a(3)
11-02-23

Putnam County Board of Education Agenda Requests
(See attached calendar for deadlines)

Date_____ 11/2/2023

Department Finance

Person Submitting Mark McReynolds

Account Number (if appropriate)

Check one:

____x____Backup included

_____Backup to follow

Statement to be included in Board Agenda Packet:

-Chicago, IL

Consider approval of a payment to GEOService, LLC in the amount of $4,139.95 for construction monitoring services for the new Parkview School through September 17, 2023 to be paid from 141 76100 399 000 02504 000.

received
10-16-23

GEOS
A UES COMPANY

INVOICE

643408N

Putnam County Board of Education
1400 East Spring Street
Cookeville, TN

Remit To: PLEASE REMIT TO LOCKBOX
GEOServices, LLC
P.O. Box 735407
Chicago, IL 60673-5407

Payment Terms: NET 30 Days
Please include invoice number on payment.
For questions regarding this invoice please call 865-539-8242

JOB NAME OR SERVICE RENDERED	INDIVIDUAL AUTHORIZING WORK	CLIENT P.O.#	DATE
Parkview Elementary School Putnam County, Tennessee	Mr. John Magura maguraj@pcsstn.com		09/21/2023

GEOS PROJECT NO.	SCOPE OF WORK	GEOS PROJECT MANAGER
32-221926	Construction Monitoring Services	John Foster, III

For Professional Services from August 20, 2023 through September 17, 2023

Personnel				
Engineering Technician	16.00 hours	at	$65.00 hour	$1,040.00
Principal Engineer	1.00 hours	at	$180.00 hour	$180.00
Staff Professional	2.00 hours	at	$95.00 hour	$190.00
Laboratory				
Compressive Strength of Brick	5Each	at	$100.00 each	$500.00
Absorption of CMU	5Each	at	$100.00 each	$500.00
Concrete Cylinder Cure & Compression Test	10Cylinders	at	$20.00 each	$200.00
Other				
Report Review	4Reports	at	$20.00 Report	$80.00
Trip	4Trips	at	$100.00 Trip	$400.00
Subconsultant Other				$1,049.95

Invoiced to Date: $180,343.65

TOTAL AMOUNT DUE THIS INVOICE **$4,139.95**

Mark,

I Have Reviewed This Invoice And Recommend Its payment.

John Magura
9-28-23



Putnam County Board of Education Agenda Requests
(See attached calendar for deadlines)

Date_____ 11/2/2023

Department Finance

Person Submitting Mark McReynolds

Account Number (if appropriate)

Check one:

____x____Backup included

_____Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval to pay King Construction Group, Inc. in the amount of $162,403.49 and First Horizon Bank (retainage) in the amount of $8,547.55 for pay application #12 related to the Upperman High School Addition project to be paid from the 142 76100 707 933 (ESSER 3.0).



TO OWNER/CLIENT:

Putnam County (TN) Schools
1400 East Spring St.
Cookeville, Tennessee 38506

PROJECT:

Upperman High School Addition
6950 Nashville Hwy.
Baxter, Tennessee 38544

APPLICATION NO: 12
INVOICE NO: 12
PERIOD: 09/20/23 - 10/19/23
PROJECT NO: C011-22
CONTRACT DATE: 9/1/2022

FROM CONTRACTOR:

King Construction Group, Inc.
3307 Burgess Falls rd
Cookeville, Tennessee 38506

VIA ARCHITECT/ENGINEER:

Kim Chamberlin (Upland Design Group, Inc.)
362 Industrial Blvd
Crossville, Tennessee 38555

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1.	Original Contract Sum		$4,739,900.00	
2.	Net change by change orders		$0.00	
3.	Contract Sum to date (Line 1 ± 2)		$4,739,900.00	
4.	Total completed and stored to date (Column G on detail sheet)		$3,676,284.82	
5.	Retainage:			
	a. 5.00% of completed work	$183,814.~~29~~ .24		
	b. 0.00% of stored material	$0.00		
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		$183,814.~~29~~	.24
6.	Total earned less retainage (Line 4 less Line 5 Total)		$3,492,470.~~53~~	.58
7.	Less previous certificates for payment (Line 6 from prior certificate)		$3,330,067.~~05~~	.09
8.	Current payment due:		$162,403.~~48~~	.49
9.	Balance to finish, including retainage (Line 3 less Line 6)		$1,247,429.~~47~~	.42

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	$0.00	$0.00
Total approved this month:	$0.00	$0.00
Totals:	$0.00	$0.00
Net change by change orders:	$0.00	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: King Construction Group, Inc.

By: _____ Date: 10-19-23

State of: Tennessee
County of: Putnam
Subscribed and sworn to before me this 19th day of October 2023
Notary Public: Felicia Lack
My commission expires: September 25, 2024

FELICIA LACK
STATE OF TENNESSEE NOTARY PUBLIC
PUTNAM COUNTY

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: $162,403.~~48~~ .49

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER: UDG, Inc.

By: _____ Pres. Date: 10/19/23

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 12
APPLICATION DATE: 10/19/2023
PERIOD: 09/20/23 - 10/19/23

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1		General Conditions	$268,043.00	$198,351.82	$10,721.72	$0.00	$209,073.54	78.00%	$58,969.46	$10,453.68
2		Permits & Startup Costs	$96,755.00	$96,755.00	$0.00	$0.00	$96,755.00	100.00%	$0.00	$4,837.75
3		Mobillzation	$34,135.00	$34,135.00	$0.00	$0.00	$34,135.00	100.00%	$0.00	$1,706.75
4		Allowance: Contengency	$175,000.00	$123,444.00	$0.00	$0.00	$123,444.00	70.54%	$51,556.00	$6,172.20
5		Allowance: Unsuitable Soils	$105,000.00	$105,000.00	$0.00	$0.00	$105,000.00	100.00%	$0.00	$5,250.00
6		Sitework	$78,053.00	$50,734.45	$0.00	$0.00	$50,734.45	65.00%	$27,318.55	$2,536.73
7		Site Utilities & Storm Drainage	$194,964.00	$175,467.60	$19,496.40	$0.00	$194,964.00	100.00%	$0.00	$9,748.20
8		Asphalt Paving	$87,300.00	$0.00	$0.00	$0.00	$0.00	0.00%	$87,300.00	$0.00
9		Concrete: Foundations	$121,672.00	$121,672.00	$0.00	$0.00	$121,672.00	100.00%	$0.00	$6,083.60
10		Concrete: Interior	$141,803.00	$141,803.00	$0.00	$0.00	$141,803.00	100.00%	$0.00	$7,090.15
11		Concrete: Exterior	$28,800.00	$0.00	$0.00	$0.00	$0.00	0.00%	$28,800.00	$0.00
12		Rebar Material Only	$72,995.00	$72,995.00	$0.00	$0.00	$72,995.00	100.00%	$0.00	$3,649.75
13		Masonry	$916,618.00	$614,134.06	$0.00	$0.00	$614,134.06	67.00%	$302,483.94	$30,706.71
14		Structural Steel	$481,036.00	$481,036.00	$0.00	$0.00	$481,036.00	100.00%	$0.00	$24,051.80
15		Light Guage Metal Framing	$98,184.00	$93,274.80	$0.00	$0.00	$93,274.80	95.00%	$4,909.20	$4,663.74
16		Rough Carpentry	$20,031.00	$20,031.00	$0.00	$0.00	$20,031.00	100.00%	$0.00	$1,001.56
17		Dampproofing	$16,286.00	$16,286.00	$0.00	$0.00	$16,286.00	100.00%	$0.00	$814.30
18		Insulation	$6,226.00	$6,226.00	$0.00	$0.00	$6,226.00	100.00%	$0.00	$311.30
19		Roofing	$426,066.00	$383,459.40	$0.00	$0.00	$383,459.40	90.00%	$42,606.60	$19,172.98
20		Joint Sealants	$15,500.00	$10,075.00	$0.00	$0.00	$10,075.00	65.00%	$5,425.00	$503.75
21		Doors, Frames & Hardware	$104,465.00	$10,300.00	$0.00	$0.00	$10,300.00	9.86%	$94,165.00	$515.00
22		Storefront & Glazing	$82,000.00	$65,600.00	$12,300.00	$0.00	$77,900.00	95.00%	$4,100.00	$3,895.00
23		Sheetrock	$20,500.00	$18,450.00	$0.00	$0.00	$18,450.00	90.00%	$2,050.00	$922.50
24		Flooring	$62,610.00	$0.00	$0.00	$0.00	$0.00	0.00%	$62,610.00	$0.00
25		Acoustical Ceilings	$88,000.00	$0.00	$46,640.00	$0.00	$46,640.00	53.00%	$41,360.00	$2,332.00
26		Painting	$40,351.00	$0.00	$27,438.68	$0.00	$27,438.68	68.00%	$12,912.32	$1,371.93
27		Display Surfaces, Signage, FE's	$15,099.00	$0.00	$0.00	$0.00	$0.00	0.00%	$15,099.00	$0.00
28		Operable Partition	$21,618.00	$0.00	$4,972.14	$0.00	$4,972.14	23.00%	$16,645.86	$248.61
29		Casework	$17,540.00	$0.00	$0.00	$0.00	$0.00	0.00%	$17,540.00	$0.00
30		Mechanical: Rough-In	$230,265.00	$223,357.05	$6,907.95	$0.00	$230,265.00	100.00%	$0.00	$11,513.26
31		Mechanical: Trim-Out	$25,585.00	$0.00	$3,837.75	$0.00	$3,837.75	15.00%	$21,747.25	$191.89
32		Fire Sprinkler	$62,000.00	$45,260.00	$0.00	$0.00	$45,260.00	73.00%	$16,740.00	$2,263.00
33		Electrical: Rough-In	$409,780.00	$397,486.60	$12,293.40	$0.00	$409,780.00	100.00%	$0.00	$20,489.00
34		Electrical: Trim-Out	$175,620.00	$0.00	$26,343.00	$0.00	$26,343.00	15.00%	$149,277.00	$1,317.15

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
		TOTALS:	$4,739,900.00	$3,505,333.78	$170,951.04	$0.00	$3,676,284.82	77.56%	$1,063,615.18	$183,814.29

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS:	$4,739,900.00	$3,505,333.78	$170,951.04	$0.00	$3,676,284.82	77.56%	$1,063,615.18	$183,814.29

EXHIBIT
tabbies VIII A.2a(2)
11-02-23

Putnam County Board of Education Agenda Requests
(See attached calendar for deadlines)

Date_____ 11/2/2023

Department Finance

Person Submitting Mark McReynolds

Account Number (if appropriate)

Check one:

___X___Backup included

_____Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval of a payment to Upland Design Group, Inc. – Crossville, Tennessee in the amount of $1,706.37 to be paid from 142-76100-707-933 for architectural services for the Upperman High School Expansion project (School Federal Program Fund-ESSER 3.0).

received
10-23-23

Upland Design Group Inc
PO Box 1026
Crossville, TN 38557

Voice: 931-484-7541
Fax: 931-484-2351

INVOICE

Invoice Number: 2195 Inv. 10
Invoice Date: Oct 19, 2023
Page: 1

Bill To:	Ship to:
Putnam County School System 1400 East Spring St. Cookeville, TN 38506	Putnam County School System 1400 East Spring St. Cookeville, TN 38506

Customer ID	Customer PO	Payment Terms	
2195	Upperman HS	Net Due	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
	Expansion		11/19/23

Quantity	Item	Description	Unit Price	Amount
		Const. Cost $4,739,900.00 x 5% (A/E Fee) = $236,995.00 x 95.51% complete = $226,353.93 - less previously paid $224,647.56= $1,706.37		1,706.37
			Subtotal	1,706.37
			Sales Tax	
			Total Invoice Amount	1,706.37
			Payment/Credit Applied	
			TOTAL	1,706.37

Check/Credit Memo No:

EXHIBIT
tabbies VIII A.2a.(3)
11-02-23

Putnam County Board of Education Agenda Requests
(See attached calendar for deadlines)

Date_____ 11/2/2023

Department Finance

Person Submitting Mark McReynolds

Account Number (if appropriate)

Check one:

____x____Backup included

_____Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval to pay AAR of North Carolina, Inc. in the amount of $49,582.49 and First National Bank (retainage) in the amount of $2,609.61for pay application #7 related to the Upperman High School Addition project to be paid from the 142 76100 707 933 (ESSER 3.0).

received
10-18-23

RCR&A

RICHARD C. RINKS & ASSOCIATES, INC.

Engineering and Architectural Services
Building Enclosure Consultants
ASCE - NSPE - TSPE - IIBEC - EDI
30 North Jefferson Avenue - P.O. Box 691 - Cookeville, Tennessee 38503-0691
Telephone 931-528-5543 Rinks-Consulting.com Facsimile 931-528-5544

October 18, 2023

Mr. John Magura
Facilities Maintenance Supervisor
Putnam County Schools
240 Raider Drive
Cookeville, Tennessee 38506
maguraj@pcsstn.com

Re: Roof Replacement
Upperman High School
Baxter, Tennessee

Dear Mr. Magura:

Attached for further processing is an electronic copy of Pay Request No. 7 in the amount of $52,192.10 from AAR of North Carolina, Inc. (AAR) for the above captioned project. I have signed and dated the Pay Request recommending payment.

Please pay AAR $49,582.49 and deposit $2,609.61 into the retainage escrow account.

Should you have any questions concerning this project, please contact me.

Sincerely yours,

Patrick Rinks

Patrick Rinks, PE

c: AAR of North Carolina, Inc. via email

AIA® Document G702® – 1992

Application and Certificate for Payment

TO OWNER:	Putman Cty Board of Education 1400 E Spring St Cookeville, TN 38506	**PROJECT:**	222301 Upperman High School 6950 Nashville Hwy Baxter, TN	**APPLICATION NO:** 007 **PERIOD TO:** October 31, 2023 **CONTRACT FOR:** General Construction **CONTRACT DATE:** December 02, 2022 **PROJECT NOS:** / /	**Distribution to:** OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☐ FIELD: ☐ OTHER : ☐
FROM CONTRACTOR:	AAR of North Carolina., Inc 655 Peddycord Rd Kernersville, NC 27284	**VIA ARCHITECT:**	Richard C. Rinks & Associates Inc. 30 North Jefferson Ave. Cookeville, TN 38501		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703®, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM		$3,804,085.00
2. NET CHANGE BY CHANGE ORDERS		$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$3,804,085.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$3,441,256.75
5. RETAINAGE:		
a. 5.00 % of Completed Work (Column D + E on G703)	$172,062.84	
b. 0 % of Stored Material (Column F on G703)	$0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$172,062.84
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$3,269,193.91
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$3,219,611.42
8. CURRENT PAYMENT DUE		$49,582.49
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$534,891.09	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES by Change Order		$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
By: Brandi Lamb Date: October 09, 2023
State of: North Carolina
County of: Forsyth
Subscribed and sworn to before me this 9th day of October 23
Notary Public: Rhonda Sigmon
My Commission expires: September 02, 2028

Rhonda Sigmon
Notary Public
Guilford County, NC

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $49,582.49

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
By: Date: 10-18-23

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Document G702 – 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:52:09 ET on 10/06/2023 under Order No.4104242831 which expires on 06/02/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
(3B9ADA4F)
User Notes:

AIA® Document G703® – 1992

Continuation Sheet

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:	007
APPLICATION DATE:	October 09, 2023
PERIOD TO:	October 31, 2023
ARCHITECT'S PROJECT NO:	

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
Steep Slope		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
1.001	Membrane & Accessories	1,016,104.00	1,016,104.00	0.00	0.00	1,016,104.00	100.00%	0.00	0.00
1.002	Insulation	344,521.00	344,521.00	0.00	0.00	344,521.00	100.00%	0.00	0.00
1.003	Lumber	10,801.00	10,801.00	0.00	0.00	10,801.00	100.00%	0.00	0.00
1.004	Dump	16,950.00	13,560.00	1,695.00	0.00	15,255.00	90.00%	1,695.00	0.00
1.005	Equipment Rental	44,280.00	33,210.00	4,428.00	0.00	37,638.00	85.00%	6,642.00	0.00
1.006	Roofing Labor	269,386.00	215,508.80	26,938.60	0.00	242,447.40	90.00%	26,938.60	0.00
1.007	Sheet Metal Material	67,067.00	53,653.60	6,706.70	0.00	60,360.30	90.00%	6,706.70	0.00
1.008	Sheet Metal Shop Labor	25,933.00	20,746.40	2,593.30	0.00	23,339.70	90.00%	2,593.30	0.00
1.009	Sheet Metal Field Labor	40,803.00	32,642.40	4,080.30	0.00	36,722.70	90.00%	4,080.30	0.00
1.010	Ice Guards	21,040.00	0.00	0.00	0.00	0.00	0.00%	21,040.00	0.00
1.011	Bond	32,165.00	32,165.00	0.00	0.00	32,165.00	100.00%	0.00	0.00
1.012	Travel Pay	115,004.00	97,753.40	5,750.20	0.00	103,503.60	90.00%	11,500.40	0.00
1.013	Warranty	15,034.00	0.00	0.00	0.00	0.00	0.00%	15,034.00	0.00
1.014	Mobilization	25,000.00	21,250.00	0.00	0.00	21,250.00	85.00%	3,750.00	0.00
1.015	Contingency	80,000.00	0.00	0.00	0.00	0.00	0.00%	80,000.00	0.00
Low Slope		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
2.001	Membrane & Accessories	511,927.00	511,927.00	0.00	0.00	511,927.00	100.00%	0.00	0.00
2.002	Insulation	203,855.00	203,855.00	0.00	0.00	203,855.00	100.00%	0.00	0.00
2.003	Lumber	12,167.00	12,167.00	0.00	0.00	12,167.00	100.00%	0.00	0.00
2.004	Dump	25,075.00	23,821.25	0.00	0.00	23,821.25	95.00%	1,253.75	0.00
2.005	Equipment Rental	26,140.00	24,833.00	0.00	0.00	24,833.00	95.00%	1,307.00	0.00

AIA Document G703 – 1992. Copyright © 1963, 1965, 1966, 1967,1970, 1978, 1983 and 1992. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:52:12 ET on 10/06/2023 under Order No.4104242831 which expires on 06/02/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
(3B9ADAA7)
User Notes:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
2.006	Roofing Labor	221,308.00	199,177.20	0.00	0.00	199,177.20	90.00%	22,130.80	0.00
2.007	Sheet Metal Material	65,246.00	52,196.80	0.00	0.00	52,196.80	80.00%	13,049.20	0.00
2.008	Sheet Metal Shop Labor	23,451.00	18,760.80	0.00	0.00	18,760.80	80.00%	4,690.20	0.00
2.009	Sheet Metal Field Labor	38,705.00	30,964.00	0.00	0.00	30,964.00	80.00%	7,741.00	0.00
2.010	Bond	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00%	0.00	0.00
2.011	Masonry Subcontractor	259,781.00	259,781.00	0.00	0.00	259,781.00	100.00%	0.00	0.00
2.012	Plumbing/Gas Subcontractor	52,432.00	52,432.00	0.00	0.00	52,432.00	100.00%	0.00	0.00
2.013	Travel Pay	80,260.00	72,234.00	0.00	0.00	72,234.00	90.00%	8,026.00	0.00
2.014	Warranty	44,650.00	0.00	0.00	0.00	0.00	0.00%	44,650.00	0.00
2.015	Mobilization	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	0.00
2.016	Contingency	80,000.00	0.00	0.00	0.00	0.00	0.00%	80,000.00	0.00
	GRAND TOTAL	**$3,804,085.00**	**$3,389,064.65**	**$52,192.10**	**$0.00**	**$3,441,256.75**	**90.46%**	**$362,828.25**	**$0.00**

AIA Document G703 – 1992. Copyright © 1963, 1965, 1966, 1967,1970, 1978, 1983 and 1992. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:52:12 ET on 10/06/2023 under Order No.4104242831 which expires on 06/02/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
(3B9ADAA7)
User Notes:

EXHIBIT
tabbies VIII A.3.a(i)
11-02-23

Putnam County Board of Education Agenda Requests
(See attached calendar for deadlines)

Date_____ 11/2/23

Department Finance

Person Submitting Mark McReynolds

Account Number (if appropriate)

Check one:

____X__Backup included

_____Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval to enter into a Retainage Agreement with Ragan Construction d/b/a Southern Roofing Co. of TN and First National Bank to establish an interest-bearing account at a financial institution to house the retainage funds related to the Parkview Elementary School Roof Replacement project per State of Tennessee requirements.

received
10-16-23

RETAINAGE AGREEMENT

THIS AGREEMENT, made and entered into this ____day of _____, 2023, by and among PUTNAM COUNTY BOARD OF EDUCATION ("Owner"); Ragan Construction Company, Inc d/b/a Southern Roofing Co of TN ("Contractor"); and First National Bank of Tennessee (Bank), with an office located in Cookeville, TN ("Bank").

WITNESSETH:

WHEREAS, Owner and Contractor have heretofore entered into a construction contract dated August 4, 2023 (the "Contract"), of Owner, pursuant to a certain project known as Park View Elementary School Roof Replacement, located in Cookeville, Putnam County, Tennessee, with the Contract providing that Owner is to retain five percent (5%) of all payment requests of Contractor as more specifically set forth in the Contract, to which specific reference is hereby made; and

WHEREAS, Owner and Contractor are desirous of creating an retainage account with Bank for the deposit of such retainage; and

WHEREAS, Bank has agreed to act as agent to receive and hold the retainage paid to it until the receipt of a release by the Owner.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and promises hereafter set forth, the parties hereto agree as follows:

1. Owner hereby agrees to pay all retainage held pursuant to the Contract to Bank, to be held by Bank in separate interest-bearing retainage account (the "Retainage Account").
2. The Retainage Account shall be owned by Contractor, subject to the Owner's lien to secure Contractor's performance of the Contract and to pay all Contractor's subcontractors and suppliers.
3. The Bank may not release the principal or interest of the funds to the Contractor without prior written authorization from the Putnam County Board of Education.
4. The Owner retains a security interest in the Retainage Account to secure the Contractor's performance of the Contract and payment of Contractor's subcontractors and suppliers. This security interest shall terminate upon Owner's execution of a release, to the extent of such release.
5. So long as retainage remains on deposit and Contractor is not in default of Contract, all interest earned on deposited retainage shall go to the Contractor less any custodial care servicing costs.
6. Upon satisfactorily final completion of the contract by Contractor in accordance with the provisions of the Contract, pursuant to T.C.A. 66-11-143 (c) Owner shall forward a written release to Bank, whereupon all or a portion of the amounts held in the Retainage Account may be released and paid, together with any interest thereon, to Contractor by Bank.

7. Should a dispute arise between Owner and Contractor whereby Owner fails to execute and deliver a release to Bank, Bank shall not be liable to either Owner or Contractor for failure to deliver the amounts on deposit in the Retainage Account, with interest thereon, to Contractor. In the event that litigation ensues between Owner and Contractor, Bank shall tender into the registry or custody of any Putnam County Court of competent jurisdiction all assets or property held by Bank pursuant to the terms of this Agreement, together with such pleadings as it deems appropriate and thereupon be discharged from all further duties and liabilities under this Agreement. Any expenses incurred by Bank with respect to its duties under this Agreement which are not the fault of the Bank, shall be paid or reimbursed by Contractor, except for reasonable attorney's fees associated with litigation which shall be treated as part of the court costs to be awarded by the court.
8. Bank may resign as Agent by transferring the funds to another bank selected by the Owner and Contractor.
9. The venue for any litigation related to this agreement shall be in Putnam County, Tennessee.

Approved as to form
This _____day of _____, 2023

Owner:
Putnam County Board of Education

By_____
Board Chairman

Contractor:
Ragan Construction Company, Inc d/b/a
Southern Roofing Co of TN

By_____

Its_____

Bank:
First National Bank of Tennessee

By_____

Its_____

EXHIBIT
tabbies VIII. A.3a(2)
11-02-23

Putnam County Board of Education Agenda Requests
(See attached calendar for deadlines)

Date_____ 11/2/2023

Department Finance

Person Submitting Mark McReynolds

Account Number (if appropriate)

Check one:

___x___Backup included

_____Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval to pay Southern Roofing of TN in the amount of $235,294.38 and First National Bank (retainage) in the amount of $12,383.92 for pay application #1 related to the existing Park View Elementary School Roof Replacement project to be paid from the 142 76100 707 933 (ESSER 3.0).

received
10-23-23 BH

RCR&A

RICHARD C. RINKS & ASSOCIATES, INC.

Engineering and Architectural Services
Building Enclosure Consultants
ASCE - NSPE - TSPE - IIBEC - EDI
30 North Jefferson Avenue - P.O. Box 691 - Cookeville, Tennessee 38503-0691
Telephone 931-528-5543 Rinks-Consulting.com Facsimile 931-528-5544

October 20, 2023

Mr. John Magura
Facilities Maintenance Supervisor
Putnam County Schools
240 Raider Drive
Cookeville, Tennessee 38506
maguraj@pcsstn.com

Re: Roof Replacement
Park View Elementary School
Cookeville, Tennessee

Dear Mr. Magura:

Attached for further processing is an electronic copy of Pay Request No. 1 in the amount of $247,678.30 from Southern Roofing Company of TN (Southern) for the above captioned project. I have signed and dated the Pay Request recommending payment.

Please pay Southern $235,294.38 and deposit $12,383.92 into the retainage escrow account.

Should you have any questions concerning this project, please contact me.

Sincerely yours,

Patrick Rinks

Patrick Rinks, PE

c: Southern Roofing of TN via email

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF PAGES

Richard C. Rinks & Accoicates, Inc
30 North Jefferson Avenue
Cookeville, TN 38501

FROM (CONTRACTOR):
Southern Roofing Co of TN
2929 Kraft Drive
Nashville, TN 327204

PROJECT:
Roof Replacement of Park View Elementary School
23-013
1400 East Spring Street
Cookeville, TN 38506

Application Number	1
PERIOD TO:	10/01/23
PROJECT NO:	23-013
CONTRACT DATE:	10/31/23

Distribution to:
- ☐ OWNER
- ☐ ARCHITECT
- ☐ CONTRACTOR
- ☒ CONSULTANT
- ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		1,650,409.00
2. Net change by Change Orders		0.00
3. CONTRACT SUM TO DATE (Line 1±2)		1,650,409.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		247,678.30
5. RETAINAGE:		
5% (Column D & E on G703)	12,383.92	
b. ____ % of Stored Material (Column F on G703)		
Total Retainage (Line 5a + 5b or Total in Column I of G703)		12,383.92
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		235,294.38
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		0.00
8. CURRENT PAYMENT DUE		235,294.38
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6 Total)	1,415,114.62	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner		-
Total approved this month	$ -	0
TOTALS	$ -	
Net change by Change Order	$ -	$ -

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the the Contractor for Work for which previous Certificates for Payment were isued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
By: _____ Date: 10/19/2023

State of: Tennessee
County of: Cheatham
Subscribed and sworn to before me this day of
Notary Public: Marissa Ball
My Commission expires: 8/28/2027

MARISSA BALL
TENNESSEE NOTARY PUBLIC
My Comm Exp. 08/28/2027
COUNTY OF CHEATHAM

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ 235,294.38

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
By: _____ Date: 10-20-23

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Continuation Sheet **AIA Document G703**

Owner: Putnam County Board of Education
1400 East Spring Street
Cookeville, TN 38506

Project
Roof Replacement of Park View Elementary School
545 Scott Ave
Cookeville, TN 38501

Application Number #1

Application Date 10/31/2023

Period To: 10/1/2023
10/31/2023

From: **Contractor**
Southern Roofing Company
2929 Kraft Dr.
Nashville TN 37204

Architect
Richard C Rinks & Assoc , Inc
30 N Jefferson Ave
Cookeville TN 38501

A	B	C	D	E	F	G		H	I
			Work Completed and Stored Material		Materials Presently	Total Completed and Stored	%	Balance To Finish	
Item No	Description Of Work	Scheduled Value	Previous Application	From This Period	Stored (Not in D or E)	to Date (D+E+F)	(G /C)	(C - G)	Retainage To Date
1	Mobilization	$ 25,982.00	$ 25,982.00	$ -	$ -	$ 25,982.00	100.0%	$ -	$ 1,299.10
2	Bonds & Insurance	$ 22,640.00	$ 22,640.00	$ -	$ -	$ 22,640.00	100.0%	$ -	$ 1,132.00
3	EPDM Roof Materials	$ 599,896.00		$ -	$ -	$ -	0.0%	$ 599,896.00	$ -
4	EPDM Labor	$ 251,497.00		$ -	$ -	$ -	0.0%	$ 251,497.00	$ -
5	Shingle Roof Materials	$ 80,414.00	$ 80,414.00	$ -	$ -	$ 80,414.00	100.0%	$ -	$ 4,020.70
6	Shingle Roof Labor	$ 119,790.00	$ 107,811.00	$ -	$ -	$ 107,811.00	90.0%	$ 11,979.00	$ 5,390.55
7	Metal Panel Material	$ 17,670.00	$ -	$ -	$ -	$ -	0.0%	$ 17,670.00	$ -
8	Metal Panel Labor	$ 3,548.00	$ -	$ -	$ -	$ -	0.0%	$ 3,548.00	$ -
9	Soffit Materials	$ 23,822.00	$ -	$ -	$ -	$ -	0.0%	$ 23,822.00	$ -
10	Soffit Labor	$ 11,827.00	$ -	$ -	$ -	$ -	0.0%	$ 11,827.00	$ -
11	Plumbing Materials	$ 52,000.00	$ -	$ -	$ -	$ -	0.0%	$ 52,000.00	$ -
12	Plumbing Labor	$ 104,000.00	$ -	$ -	$ -	$ -	0.0%	$ 104,000.00	$ -
13	Abatement Labor	$ 66,000.00	$ -	$ -	$ -	$ -	0.0%	$ 66,000.00	$ -
14	Roof Ladders	$ 9,495.00	$ -	$ -	$ -	$ -	0.0%	$ 9,495.00	$ -
15	Sheet Metal Materials	$ 108,313.00	$ 10,831.30	$ -	$ -	$ 10,831.30	10.0%	$ 97,481.70	$ 541.57
16	Sheet Metal Labor	$ 49,195.00	$ -	$ -	$ -	$ -	0.0%	$ 49,195.00	$ -
17	Allowance	$ 60,000.00	$ -	$ -	$ -	$ -	0.0%	$ 60,000.00	$ -
18	Warranty	$ 6,320.00	$ -	$ -	$ -	$ -	0.0%	$ 6,320.00	
19	Close Out	$ 38,000.00	$ -	$ -	$ -	$ -	0.0%	$ 38,000.00	$ -
		$ 1,650,409.00	$ 247,678.30	$ -	$ -	$ 247,678.30		$ 1,402,730.70	$ 12,383.92

PUTNAM COUNTY SCHOOL SYSTEM
ENGAGE INSPIRE ACHIEVE

Reid, Sharon <reids2@pcsstn.com>

Park View Elementary School Roof Replacement Pay Request

1 message

Patrick Rinks <patrick@rinks-consulting.com> Thu, Oct 19, 2023 at 7:41 AM
To: "McReynolds, Mark" <mmcreynolds@pcsstn.com>, Jason Rinks <Jason@rinks-consulting.com>
Cc: John Magura <maguraj@pcsstn.com>, Sharon Reid <reids2@pcsstn.com>, Brandi Sapp <brandi@aarnc.com>

Mark

We are expecting a Pay Request today from Southern Roofing, but will be out of town most of the day.

If acceptable, we will send to you late this afternoon or in the morning.

Thanks

Patrick Rinks, PE
Richard C. Rinks & Associates, Inc.
30 North Jefferson Avenue (38501)
P.O. Box 691 (38503-0691)
Cookeville, Tennessee
Telephone: 931-528-5543
Fax: 931-528-5544
patrick@rinks-consulting.com