Putnam County Board Meeting
August 1, 2024 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
  B. Recognize the following PCSS teachers and Supervisors retiring between July 1, 2023 and June 30, 2024:
    - Eugenia "Beth" Anderson
    - Seawillow "Janie" Brock
    - Lisa Brown
    - Sandy Dunn
    - Karen Helton
    - Tammy Lee
    - Johnny Matheney
    - Melissa Moss
    - Janet Raines
    - Jacqueline Reynolds
    - Sharon Smith
    - Shirley Washburn
    - Melanie Watson
    - Jerri Wilhite
    - Tracy Nabors
    - Rhonda Mahan
    - Wendy Davis
IV. Approval of Minutes
  A. Minutes of the Regular July Board Meeting - Thursday, June 27, 2024, @ 5:00 PM
V. Approval of Consent Agenda
  A. Payments/Purchases
    1. Approval to enter into a contract with Turf Masters Landscape Management to sand, seed, and fertilize the Upperman High School baseball field for the amount of $22,600.00.
    2. Renewal of subscription to Navigate360 in the amount of $24,405.44 to be paid from General Purpose funds. Navigate360 is an online platform that is used for school safety drills and safety plan documentation, emergency notifications, and student attendance accountability during drills or emergencies.
    3. Approval of the purchase of 26 Dell Latitude 7650 laptops for UHS Business, Marketing and Management classes from vendor Dell - Round

Rock, TX, in the amount of $29,823.56 to be paid by Perkins Basic grant funds.

4. Approval of payment to Tennessee Tech University - Cookeville, Tennessee for State of Tennessee reimbursement to Pre-K between April 1, 2024, and June 20, 2024, in the amount of $12,737.17 to be paid from 141-73400-399-01604, Other Contracted Service.
5. Approval of the emergency purchase of a condenser unit for CHS freezer for a total cost of $11,065.12, from United Refrigeration, Inc. This unit expired and needs replacing before the beginning of school. To be paid from fund 143.
6. Approval of the Imagine Learning/Edgenuity Services Agreement between Imagine Learning Inc. - Scottsdale, Arizona, and Putnam County School System for professional services, as submitted for the 2024-2025 school year to be paid from General Funds in cooperation with The Interlocal Purchasing System (TIPS) agreement for a total of $95,565.14.
7. Approval of the Services Agreement between SHMOOP Inc. - Phoenix, Arizona and the Putnam County School System for professional services, as submitted for the 2024-2025 school year to be paid from General Funds for a total of $6,000.00.
8. Approval of the Instructure Services Agreement between Instructure, Inc. - Salt Lake City, Utah, and the Putnam County School System for professional services, as submitted for the 2024-2025 school year to be paid from General Funds in cooperation with the National IPA #R150702 agreement for a total of $28,700.00.
9. Approval of WeVideo Inc. Agreement between WeVideo Inc. - Mountain View, California and the Putnam County School System for professional services, as submitted for the 2024-2025 school year to be paid from General Funds for a total of $10,369.34.
10. Approval of the CEV Multimedia Services Agreement between CEV Multimedia, LLC, - Lubbock, Texas and the Putnam County School System for professional services, as submitted for the 2024-2025 school year to be paid from General Funds $48,000.00.
11. Approval to purchase multimedia accessories for the CO boardroom from Howard Technology Solutions in the amount not to exceed $12,00.00 paid from VITAL: 141-71100-729-01501.
12. Approval to enter into an agreement with Southeastern Sound, Nashvile, TN for the partial upgrade of the fire alarm system at Cookeville High School in the amount of $13,568.00 to be paid from 141-72620-399.
13. Approval to enter into an agreement with Carwile Mechanical Contractors, Cookeville, Tennessee for replacement of backflow preventers and associated plumbing at Cane Creek Elementary School in the amount of $17,800.00 to be paid for from 141-72620-399.
14. Payment to Discovery Education an online Science subscription for grades K-12 of Charlotte, NC per CER pricing and reference number Q-36299 in the amount of $65,332.50 to be paid from 141-71100-399-02103 and the other half of $65,332.50 to be paid from 142-71100-471-933.

15. Purchase of Curriculum Associates for i-Ready Reading per quote 356093.15 and by piggyback off of Shelby County Schools RFP#10272002TJ, in the amount of $105,831.00 to be paid from 141-72210-399-02103 and the other half of $105,831.00 to be paid from 142-71100-471-933.
16. Purchase of Curriculum Associates for i-Ready for Math intervention per quote 356093.16 and by piggyback off of Shelby County Schools RFP#10272002TJ, in the amount of $51,135.75 to be paid from 141-72210-399-02103 and the other half of $51,135.75 to be paid from 142-71100-471-933.
17. Purchase of Curriculum Associates for i-Ready as the universal screener per quote 356093.17 and by piggyback off of Shelby County Schools RFP#10272002TJ, in the amount of $55,902.60 to be paid from 141-72210-399-02103 and the other half of $55,902.60 to be paid from 142-71100-471-933.
18. Purchase of Curriculum Associates for i-Ready for Math intervention per quote 356093.18 and by piggyback off of Shelby County Schools RFP#10272002TJ, in the amount of $22,315.50 to be paid from 141-72210-399-02103 and the other half of $22,315.50 to be paid from 142-71100-471-933.
19. Purchase of Curriculum Associates for i-Ready for Kindergarten per quote 366449.2, in the amount of $11,414.25 to be paid from 141-72210-399-02103 and the other half of $11,414.25 to be paid from 142-71100-471-933.
20. Purchase of Curriculum Associates for i-Ready Professional Learning Session, per quote 356093.9, in the amount of $22,000.00, to be paid from 141-72210-524-02103.
21. Approval for renewal of TransAct Parent Notices in the amount of $9,990.00, whereas $4,995.00 will be paid from 142-72210-399-101 and $4,995.00 will be paid from 142-72210-399-301.
22. Approval for renewal of Platform and Strategies from Curriculum Associates ELLevation per BuyBoard Contract 653-21 and quote Q-42280 in the amount of $31,584.00 per contract where $7,986.00 is paid from 142-72210-399-101, $7,986.00 is paid from 142-72210-599-301 and $15,612.00 is paid from 141-71100-399-02103.
23. Purchase to McGraw Hill for ALEKS Adventures in the amount of $44,067.81 to be paid from 141-72210-399-02103 and the other half being $44,067.81 to be paid from 142-71100-471-933. per quote BPIER-03262024015959-001-DAG per TIPS USA cooperative purchasing agency contact #210301.
24. Purchase Flashlight Learning for ESL student progress monitoring of ELPA21 standards as mandated by TDOE, per quote Q-04872 in the amount of $24,780.00 and paid from 141-71100-399-02103.
25. Purchase Instructure (Mastery Connect) for student benchmark assessments, per quote Q-355275-1 in the amount of $80,121.68 to be paid

from 141-72210-399-02103 and the other half of $80,121.68 to be paid from 142-71100-471-933 piggybacking off of Kingsport City Schools RFP.

26. Purchase Qualtrics per Carasoft OMNIA EDU (NCPA is now OMNIA Partners) contract RFP #R191902 in the amount of $28,275.21 to be paid from 141-71100-399-02103 and the other half of $28,275.21 to be paid from 142-71100-471-933.
27. Purchase Houghton Mifflin Harcourt Read 180 and Math 180 for Intervention proposal #009009924 in the amount of $10,200.00 and #008935614 in the amount of $88,152.29 to be paid from line 141-71100-399-02103 and using a sole source letter for purchase.
28. Approval to pay McDaniel & West, Inc. $49,166.30 for pay application #2 related to the Avery Trace Middle School Gym Painting project to be paid from 141-72620-799.
29. Approval to deduct the unused allowance of $10,000.00 from the McDaniel & West, Inc. contract to paint the Avery Trace Middle allowance gym.
30. Approval to pay McDaniel & West, Inc. $5,587.05 for Pay Application #3 for final retainage related to the Avery Trace Middle School Gym painting project to be paid from 141-72620-799.
31. Approval to pay McDaniel & West, Inc. $56,987.65 for pay application #1 related to the Avery Trace Middle School gym painting project to be paid from 141-72620-799.

B. Bids/Quotes/Sealed Bids/RFPs
    1. Approval to enter into an agreement with Maffett Loftis Engineering, Cookeville, Tennessee for the design of bid documents for the auditorium lighting system at Avery Trace Middle School in the amount of $25,640.00 to be paid for from 141-72620-399.
C. Budget Amendments/Line Item Transfers
    1. General Purpose School Budget Amendments - Fund 141
        a. Finance - Budget for 2025 Health Insurance rates, growth positions, additional TISA Revenue and adjustment of Putnam County Self Insurance Fund Cost
        b. Future Ready - Budget for carry over amount received from Vol State Foundation
        c. Finance - Budget for JDC and ACT On-Behalf Payments contained in the TISA formula
        d. Teaching and Learning - Budget for Governor's Early Literacy Foundation Grant for WOW Bus - July 1, 2024, to June 30, 2026
        e. Finance - Budge for Grow You Own funding
D. Approval of Out-of-County and Overnight Trip Reports (None submitted)
E. Approval of Grant Report
F. Other
    1. Approval of the Board to rescind the Visitors Code of Conduct which passed at the June 27, 2024, Board Meeting and accept the new Visitors Code of Conduct for the Putnam County School System.
    2. Approval to renew the current subscription to the services for A Better Way, an athletics consulting group.

3. Approval for the following individuals to serve on the Collaborative Conferencing team for 2024-2025:
    - PET: Danielle Johnson, Dee Bean and Sandy Harris
    - PCEA: Diane Phy, Leslie Worsham and Aaron Casey
    - Unaffiliated: Gavin Moore
    - BOE: Russell Darley, Renee Cantrell, Mark McReynolds, Tim Martin, Bridgett Carwile, Dr. Sharon Anderson and Angie Knight
4. Approval of the school level Complaint Managers for the 2024-2025 school year, as attached.
5. Renewal of the agreement between Putnam County Board of Education and Stellar Therapy Services, LLC - Chattanooga, Tennessee for the 2024-2025 school year to seek and obtain reimbursement from TennCare Managed Care Contractors for related services (OT and PT) provided by Putnam County Schools to be paid from 141-72220-399.
6. Approval of the agreement between Putnam County Board of Education and Vanderbilt University Medical Center (Mama Lere Childhood Hearing Programs), Nashville, Tennessee for the 2024-2025 school year to provide on-site educational audiology services to be paid from 141-72220-312.
7. Approval of the agreement between Putnam County Board of Education and Vanderbilt University Medical Center (Mama Lere Childhood Hearing Programs), Nashville, Tennessee fo the 2024-2025 school year to provide on-site or virtual deaf educational services to students to be paid from 141-72220-312.
8. Approval of the Clinical Affiliation Agreement between Tennessee Tech University (TTU) and Putnam County School System (PCSS), The purpose of this agreement is to provide clinical experience to students enrolled in the Whitson Hester Nursing Program at TTU. The term of this agreement shall be for a period of five years to be renewed annually.
9. Approval of a $20.00 monthly cell phone usage stipend for the 2024-2025 school year per policy 3.3001, Use of Cellular Phones, to be paid as follows:
    - Janet Frank, Nurse Coordinator, 141-72120-199
    - Kristy Hunt, Family Resource Coordinator, 141-73300-199
    - Sheila Barker, Social Emotional Coordinator, 141-72120-199
    - Cindy Putnam, Social Academic Interventionist, 141-72120-199
    - Amy West, CHS/SS Clerical, 141-72120-199
10. Approval to enter into an agreement with Accelerate Education Inc., Anthem, Arizona for online school at-home curriculum for the 2024-2025 school year to be paid from VITAL: 141-71100-399-01501 ($3,900.00 per student).
11. Approval of the Memorandum of Understanding (MOU) between Health Connect America, Inc. and Putnam County School System (PCSS) for the 2024-2025 school year to provide counseling, mental health and/or related services to various clients with PCSS.
12. Approval of the Memorandum of Agreement (MOA) between Volunteer Behavioral Health Care System (VBHCS) and Putnam County School

System (PCSS) for the 2024-2025 school year to provide the Positive Action prevention program to students from grades 4 to grade 12.

13. Approval of the Memorandum of Understanding (MOU) between Volunteer Behavioral Health Care System (VBHCS) and Putnam County School System (PCSS) for the 2024-2025 school year to provide counseling, mental health and/or related services to various clients with PCSS.
14. Approval of the Memorandum of Agreement (MOA) between Volunteer Behavioral Health Care System (VBHCS) and Putnam County School System (PCSS) for the 2024-2025 school year to conduct Project B.A.S.I.C. which entails various mental health curriculum presentations within the classroom setting at Northeast Elementary School.
15. Approval of the Memorandum of Understanding (MOU) between Communities in Schools of Tennessee, Inc. and Putnam County School System (PCSS) for the 2024-2025 school year to coordinate partnerships among service agencies, business organizations, community members and the school to effectively provide the vital non-academic resources and supports that youth need to succeed and stay on the path of graduation in Park View elementary, Cornerstone Elementary and Cane Creek Elementary.
16. Approval of the Memorandum of Understanding (MOU) between Centerstone of Tennessee, Inc. and Putnam County School System (PCSS) for the 2024-2025 school year to provide consultation, support and/or training as deemed necessary for faculty, staff and students of PCSS.
17. Approval of the Memorandum of Understanding (MOU) between Communities in Schools of Tennessee, Inc. and Putnam County School System (PCSS) for the 2024-2025 school year to coordinate partnerships among service agencies, business organizations, community members and the school to effectively provide the vital non academic resources and supports which youth need to succeed and stay on the path of graduation in Park View Elementary, Cornerstone Elementary and Cane Creek Elementary.
18. Approval of the Memorandum of Understanding (MOU) between Communities in Schools of Tennessee, Inc. and Putnam County School System (PCSS) for the 2024-2025 school year to coordinate partnerships among service agencies, business organizations, community members and the school to effectively provide the vital non-academic resources and supports which youth need to succeed and stay on the path of graduation in Park View Elementary, Cornerstone Elementary and Cane Creek Elementary.
19. Approval of a $20.00 monthly stipend for cell usage for Krista Hamilton, School Age and Employee Child Care Program Coordinator effective July 1, 2024, through June 30, 2025, per Policy 3.3001, Use of Cellular Phones, as submitted. To be paid from 146-73300-199-01800.
20. Approval of PEP Cares Procedures for the Putnam County School System.

21. Approval of the sale of four (4) used school buses as surplus equipment. Vehicle identification numbers are:
    - 1T88K4E2481103747 Thomasbuilt
    - 1BAKGCPA8BF282127 Blue Bird
    - 1BAKGCPA6BF280926 Blue Bird
    - 1BAKGCPA6BF282126 Blue Bird
22. These buses are to be sold on www.Gov-Deals.com.
23. Approval of a $20.00 monthly stipend for cell phone usage for the 2024-2205 school year, per Policy 3.3001, Use of Cellular Phones, to be paid from 141-72250-199 for the following Technology department employees:
    - Scott Allen
    - Frankie Jerome
    - Michael McCarver
24. Approval to increase sub-nurse pay to $18.00 per hour for the FY24 school year.
25. Approval to enter into an agreement with Notable, Inc. (Kami), 8605 Santa Monica Blvd, PMB 57837, West Hollywood, California 90069 for the 2024-2025 school year to be paid from VITAL: 141-71100-399-01501 ($3,500.00 - District Use).
26. Approval to enter into an agreement with Liminex, Inc. (Pear Deck, 2030 East Maple Avenue, El Segundo, California 90245 for the 2024-205 school year to be paid from VITAL: 141-71100-399-01501 ($1,975.00 - District Use).
27. Approval to change the wording in SAC Parent Handbook to reflect the following: "SAC is an equal access program for students enrolled in Putnam County Schools, ages four through fourteen (age of child in August 15 of current school year.)"
28. Approval for the School Nutrition Supervisor and Fund Accountant to represent Putnam County Schools/School Nutrition in the Tennessee Department of Human Services Food Program, and to submit claims for reimbursement and other documents for the Child and Adult Care Food Program (CACFP) in the Tennessee Information Payment System (TIPS). The School Nutrition Program is applying to participate in the CACFP's At-Risk Afterschool Meals for the upcoming year.
29. Approval of the contract with King Construction to complete the Avery Trace Softball Field.
30. Permission to bid HVAC replacements, upgrades and improvements at Northeast Elementary.

VI. Policy
   A. Approval of Board Policy 4.214, regarding the use of Artificial Intelligence (AI) programs.
   B. Approval of policy for Identification of Employees for Minimum Wage and Overtime Pay Exemption Policy 5.602.3 recommended by TSBA.
   C. Approval of the revised policy change suggested by TSBA regarding Qualification and Duties of the Director of Schools, policy 5.802.

D. Approval of the revised policy change suggested by TSBA regarding Physical Assault Leave, policy 5.307.
E. Approval of the revised policy change suggested by TSBA regarding Substitute Teachers, policy 5.701.

VII. Discussion/Presentation
A. Permission to negotiate the purchase of 251 South Franklin Street, Cookeville, Tennessee 38501.
B. Building Projects
1. Park View School Project Update
a. Park View School Project Action Items
1. Approval to pay American Constructors, Inc. in the amount of $891,496.82 and Pinnacle Bank (retainage) in the amount of $39,763.14 for pay application #23 related to the Park View School project to be paid from 141-76100-706-02504.
2. Approval to pay Upland Design Group, Inc. - Crossville, Tennessee, in the amount of $9,331.96 for architectural services for the Park View School project, to be paid from 141-76100-304-02504.
3. Approval of a payment to UES (formerly GEOServices) in the amount of $3,837.50 for construction monitoring services for the new Parkview School through June 16, 2024, to be paid from 141 76100 399 000 02504 000.
4. Approval of a payment to UES (formerly GEOServices) in the amount of $4,251.25 for construction monitoring services for the new Parkview School through July 14, 2024, to be paid from 141 76100 399 000 02504 000.
2. Existing Park View Elementary School Update
a. Existing Park View Elementary School Action Items
1. Approval to pay Southern Roofing of TN in the amount of $48,287.83 and First National Bank (retainage) in the amount of $2,541.47 for pay application #10 related to the existing Park View Elementary School Roof Replacement Project to be paid from 142-76100-707-933 (ESSER 3.0).
2. Approval of a payment to Richard C. Rinks and Associates - Cookeville, Tennessee in the amount of $4,771.22 to be paid from 142-76100-707-933 for design services for the Parkview Elementary School roof project (School Federal Program Fund - ESSER 3.0)

VIII. Public Comment
IX. Adjournment

EXHIBIT
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III A
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Personnel Report For July 2024

NEW HIRES

LAST NAME	FIRST NAME	LOCATION	ASSIGNMENT	EFFECTIVE DATE	FUNDED	HOURS	REPLACING
Smith	Petrona	Burks	Teacher Assistant	7/30/24	41-E-71100-163-000-00000-025	7	Chloe Harris
Smith	Harold	Central Office	Title 1 & Family Engagement Coordinator on 120 Contract	7/25/24	142-72210-189-101 (87%) 141-72210-189 (13%)	8	Jacquelyn Reynolds
Trotter	Nancy	ATMS	School Nutrition Cook	7/17/24	143-E-73100-165-000-00065	6.5	Connie Choate
Storey	Sarah	AMS	Grade 5 Math Teacher	7/25/24	41-E-71100-116-000-00000-008	7.5	Emma Aldridge 1yr LOA
Rezny	Alan	WPA	Grade 5-7 Math & 6-8 Social Studies Teacher	7/25/24	41-E-71150-116-000-00000-105	7.5	Leah Bretveld
Defries	Elayna	JWES	Grade K-4 Music Teacher	7/25/24	41-E-71100-116-000-00000-050	7.5	Hannah Bratton
Jones	Tyler	UHS	Grade 9-12 Math Teacher	7/25/24	41-E-71100-116-000-00000-090	7.5	Alexander Adam
Nelson	Joan	UMS	Grade 7/8 Math Teacher	7/25/24	41-E-71100-116-000-00000-110	7.5	Richard Hubbard
Sullens	Erin	PSMS	Grade 8 ELA Teacher	7/25/24	41-E-71100-116-000-00000-100	7.5	Haedyn Nash
Moore	James "Mixon"	UHS	Spanish Teacher	7/25/24	41-E-71100-116-000-00000-090	7.5	Jamhile Eckert
Fehrman	Houston	CHS	RTI Assistant	7/30/24	41-E-71100-163-000-00000-037	7	Brooke Putting
Reeder	Hannah	PvES	CDC Assistant	7/30/24	42-E-71200-163-906-00000-060	7	Melinda Brown
Turner	Alisha	ATMS	Grade 6 Math Teacher	7/25/24	41-E-71100-116-000-00000-065	7.5	Carrie Jones (Raymond Fischer)
Brewington	Trey	CHS	RTI Assistant	7/30/24	41-E-71100-163-000-00000-037	7	Darla Miller
Marin	Brenda	Food Services	CW Food Services Sub	7/17/24	143-E-73100-165-000-00037	6	Amy Crabtree
Norris	Valerie	Central Office	SW School Psychologist	7/25/24	141-E-72220-124 (80%). 141-72130-124-02100 (20%)	7.5	new position
Vance	Emily	BPS	SPED PreK Teacher	7/25/24	41-E-71200-116-000-00000-037	7.5	Samantha Chambers
Gonzalez	Claudia	JWES	Teacher Assistant	7/30/24	41-E-71100-163-000-00000-050	7	Teresa Stanton
Allen	Audrey	UHS	School Nutrition Employee	7/17/24	43-E-73100-165-000-00090-000	4	Pat Bowman
Hickey	David	CHS, MHS, UHS	Junior ROTC	7/29/24	(33%) 141-E-71100-116-000-00000-055 (33%) 141-E-71100-116-000-00000-090 (34%)	7.5	Douglas Romero
Buttrum	Jerry	MHS/Burks	Middle School Band Director	7/25/24	(50%) 141-E-71100-116-000-00000-055 (50%)	7.5	new position
Moore	Claire	CHS	Grade 9-12 Math Teacher	7/25/24	41-E-71100-116-000-00000-037	7.5	Duane Vick
Phy	Rachel	UMS	SPED Resource Assistant	7/30/24	42-E-71200-163-906-00000-110	7	Michelle Simpson
Denn	Lyndsey	Burks	Grade K-4 Music Teacher	7/25/24	41-E-71100-116-000-00000-025	7.5	William Gentry
Isley	Makayla	ATMS	TA	7/30/24	41-E-71100-163-101-00000-065	7	Staci Wiegand
Eldridge	Claudia	Central Office	Grade K-4 Behavior Assistant	7/30/24	41-E-71100-163-000-00000-000	7	new position
Mason	Kasey	Central Office	Social Worker	7/30/24	141-72120-130-000-02000-000 (33%) 141-72130-130-000-02100-000 (33%). 141-72220-189-000-00000-000 (34%)	7.5	Christina Turner
Porter	Kylie	SES	TA	7/30/24	42-E-71100-163-101-00000-070	7	new title funded position
Lilly	Alexis	PvES	School Counselor	7/25/24	41-E-72130-123-000-00000-060	7.5	Wendy Robbins

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Topley	Brittany	Food Services	CW Food Services Sub	7/17/24	143-E-73100-165-000-00037	6	RoseMary Lane
Coblentz	Holly	UHS	Assistant Principal	7/20/24	41-E-72410-139-000-00000-090	7.5	Ross Fanning
Galemore	Stacey	Central Office	Federal Bookkeeper	7/26/24	42-E-72210-161-011-00000-000	7.5	Heather Hayes
Qualls	Amanda	PvES	School Nutrition Employee	7/17/24	43-E-73100-165-000-00060-000	5.7	n/a
Trimble	Katherine	BPS	Grade 1 Teacher	7/25/24	41-E-71100-116-000-00000-017	7.5	Natalie Crooks
Reep	Brandy	PvES	School Nutrition Employee	7/17/24	143-E-73100-165-000-00060	5.7	n/a
Decaro	Jamie	CES	School Nutrition Employee	7/17/24	43-E-73100-165-000-00035-000	4	Ethel Reagan
Presley	Elizabeth	AES	PreK Assistant	7/30/24	41-E-73400-163-000-02005-005	7.5	Kylee Robinson
Oliver	Logan	ATMS	Grade 6 Science Teacher	7/25/24	41-E-71100-116-000-00000-065	7.5	Kristy Sattler
Corley	Bethany	AES	PreK Teacher	7/25/24	41-E-73400-116-000-02005-005	7.5	Kaysha Sells
Cummins	Shawn	UMS	RTI Assistant	7/30/24	41-E-71100-163-000-00000-110	7	Tiffany Burroughs
Johnson	Jacob	PSMS	Grade 7 Social Studies Teacher	7/25/24	41-E-71100-116-000-00000-100	7.5	Willie Maddux III
Ramos	Alvaro	Maintenance	Level III Maintenance Technician	7/22/24	41-E-72620-167-000-00000-000	8	Rodney Stout Jr.
Bialochowski	Ashley	AES	Teacher Assistant	7/30/24	41-E-71100-163-000-00000-005	7	Jeannie Burgess
Sturm	Lauren	AMS	SPED Prek Assistant	7/30/24	41-E-71200-163-000-00000-008	7	Aaliyah Johnson
Dillon	Kimberly	Central Office	SPED Transition Case Manager	7/25/24	41-E-72210-189-000-02141-000	7.5	Jamey Pack
Carico	Nancy	Transportation	Bus Monitor	7/18/24	41-E-72710-189-000-00000-000	5	n/a
Satterfield	Clinton	UMS	Grade 8 Science & Social Studies Teacher	7/22/24	41-E-71100-116-000-00000-110	7.5	Jennifer Maxwell
Gunn	Sydney	PSES	Grade 1 Teacher	7/25/24	41-E-71100-116-000-00000-095	7.5	Barbara Green
REHIRES							
LAST NAME	**FIRST NAME**	**LOCATION**	**ASSIGNMENT**	**EFFECTIVE DATE**	**FUNDED**	**HOURS**	**REPLACING**
Miles	Kristina	MHS	Grade 8 ELA Teacher	7/25/24	141-E-71100-116-000-00000-55	7.5	Jenny Elrod
Rector	Mallorie	CsES	Grade 2 Teacher	7/25/24	41-E-71100-116-000-00000-015	7.5	growth position
Gilpatrick	Abbygail	ATMS	Grade 6-8 Science Teacher	7/25/24	41-E-71100-116-000-00000-065	7.5	Justin Asberry
Maynord	Rachel	ATMS	Grade 7 Math Teacher	7/25/24	41-E-71100-116-000-00000-065	7.5	Tina Gragg
Geer	Regina	BPS	PreK Assistant	7/30/24	41-E-73400-163-000-02005-017	7.5	Rachel Maynard
Weekes	Devinne	SES	Grade 3 Teacher	7/25/24	41-E-71100-116-000-00000-070	7.5	Mary Margaret Pack
Martin	Angelina	VITAL/UHS	Computer Science Lab Assistant	7/19/24	41-E-71100-163-000-00000-006	7	new position
Saling	Courtney	CCES	Grade 1 Teacher	7/25/24	41-E-71100-116-000-00000-030	7.5	Raegan White
Hines	Brooke	CCES	SPED Resource Teacher	7/25/24	41-E-71200-116-000-00000-030	7.5	Amy Fox
Wagner	Emily	Central Office	Grade K-4 Behavior Assistant	7/25/24	41-E-71100-163-000-00000-000	7	new position
Guinn	Dana	BPS	School Nutrition Employee	7/1/24	143-E-73100-165-000-00017	5.7	n/a
Wright	Rachael	WPA	SPED Tracs Assistant	7/30/24	141-71200-163- 60% 141-71110-163-40%	7	7/30/24
Phillips	Jacks	ATMS	Grade 7/8 Social Studies Teacher	7/25/24	41-E-71100-116-000-00000-065	7.5	Rebecca Durand

Bass	Kalli	PSMS	SPED Resource Teacher	7/25/24	41-E-71200-116-000-00000-100	7.5	Devon Hauck
Stilley	Alicia	Burks	Grade 6 Math Teacher	7/25/24	41-E-71100-116-000-00000-025	7.5	Annie Smith
Farley	Stacy	CHS	SPED Tracs Assistant	7/30/24	42-E-71200-163-906-00000-037	7	Amanda Allison
Meadows	Nikita	AMS	SPED Resource Assistant	7/30/24	42-E-71200-163-906-00000-008	7	Kathryn Duncan-Lytle
Meadows	Susan "Kim"	PSES	Assistant Principal	7/1/24	41-E-72410-139-000-00000-057	7.5	Sara Harvick
Maynord	Jimmy	UHS	AP/AD	7/30/24	41-E-72410-139-000-00000-090	3	Ross Fanning
TRANSFERS							
	FIRST						
LAST NAME	**NAME**	**FROM POSITION**	**TO POSITION**	**HOURS**	**EFFECTIVE DATE**	**FUNDING CODE**	**REPLACING**
Coe	Katie	Sub	Grade 1 Teacher	7.5	7/25/24	141-E-71100-116-000-00000-057	Sara Epley/David Smith
Stamps	Mary	Spanish TA @ MHS	VITAL TA @ MHS	7	6/6/24	141-E-71100-163-000-00000-006	Jack Humphrey
Brown	Samantha	SPED Resource Assistant @ CES	SPED Tracs Assistant @ PSMS	7.5	7/30/24	142-E-71200-163-906-00000-100	Angela Hart
Garrison	Casey	Assistant Principal @ JWES	Grade 7 ELA Teacher @ PSMS	7.5	7/25/24	141-E-71100-116-000-00000-100	Katie Nolan
Robbins	Stephen	Principal @ UHS	Assistant Principal @ AMS	7.5	7/1/24	141-E-72410-139-000-00000-008	Kyle Childress
Humphrey	Jack	VITAL TA @ VITAL	VITAL TA @ AMS	7	7/30/24	141-E-71100-163-000-00000-006	new position
Childress	Robert "Kyle"	AP @ AMS	CTE Keyboarding Teacher @ AMS	7.5	7/1/24	141-E-71300-116-000-02518-008	Melanie Worsham
Haggard	Dawna "Michelle"	Grade 2 Teacher @ AES	Grade 3 Teacher @ AES	7.5	7/25/24	141-E-71100-116-000-00000-005	Kelsey Mott
Griggs	Dana	Grade 4 Teacher @ AES	Grade 1 Teacher @ AES	7.5	7/25/24	141-E-71100-116-000-00000-005	Kelsey Snider
Walton	Ashley	Kindergarten Teacher @ AES	Grade 4 Teacher @ AES	7.5	7/25/24	141-E-71100-116-000-00000-005	London Hamby's
Walker	Harley	Grade 3 Teacher @ AES	Grade 2 Teacher @ AES	7.5	7/25/24	141-E-71100-116-000-00000-005	Heather Arnold
Greer	Melissa	Grade 4 Teacher @ AES	Grade 2 Teacher @ AES	7.5	7/25/24	141-E-71100-116-000-00000-005	spot moved from 1 to 2 due to student numbers
Mott	Kelsey	Grade 3 Teacher @ AES	Grade 2 Teacher @ AES	7.5	7/25/24	141-E-71100-116-000-00000-005	Lindsay Null
Null	Lindsay	Grade 2 Teacher @ AES	Grade 3 Teacher @ AES	7.5	7/25/24	141-E-71100-116-000-00000-005	Harley Walker
Trahan	Aleyna	Sub	Grade 2 Teacher @ AES	7.5	7/25/24	141-E-71100-116-000-00000-005	London Hamby's new positon when she gets back from her 1yr LOA
Snider	Kelsey	Grade 1 Teacher @ AES	Grade 2 Teacher @ AES	7.5	7/25/24	141-E-71100-116-000-00000-005	Michelle Haggard
Salinas	Adriana	SW ESL Teacher	Spanish Teacher @ UMS	7.5	7/25/24	141-E-71100-116-000-00000-110	Michael Spears
Bussard	Chelsea	Grade 2 Teacher @ AES	Grade 3 Teacher @ AES	7.5	7/25/24	141-E-71100-116-000-00000-005	moving an opening from 1 grade to another due to numbers
Arnold	Heather	Grade 2 Teacher @ AES	Grade 4 Teacher @ AES	7.5	7/25/24	141-E-71100-116-000-00000-005	Melissa Greer
Hamby	London	Grade 4 Teacher @ AES	Grade 2 Teacher @ AES	7.5	7/25/24	141-E-71100-116-000-00000-005	Chelsea Bussard
West	Kylee	Grade 1 Teacher @ AES	Grade 4 Teacher @ AES	7.5	7/25/24	141-E-71100-116-000-00000-005	Dana Griggs
Brooks	Dusti	Kindergarten Teacher @ SES	Grade 1 Teacher @ SES	7.5	7/25/24	141-E-71100-116-000-00000-070	Kindergarten position moving to 1st due to #s
VanHorn	Katherine	Grade 4 Teacher @ NES	Grade 6 Math Teacher @ AMS	7.5	7/25/24	141-E-71100-116-000-00000-008	John Harrison
Hayes	Heather	Federal Project ECE Bookkeeper	ELL Bookkeeper	7.5	7/1/24	141-E-72210-162-000-00000-000	new position

Nash	Robert	VITAL SPED Teacher	VITAL Grade 5-12 STEM Teacher	7.5	7/25/24	141-E-71100-116-000-00000-006	3-4 grade position becoming 5-12 STEM position
Hunley	Kassondra	RTI Teacher @ AMS	Grade K-12 Behavior Specialist	7.5	7/1/24	141-E-72210-189-000-00000-000	new position- systemwide- Approved
Segarra-Felicie	Charlotte	covering a maternity leave @ the end of 2023-2024 school year for interpreter	Interpreter 1 growth position	7.5	7/30/24	141-E-72210-189-000-00000-000	growth position for Intake Center
Simpson	Michelle	SPED Assistant @ UMS	CTE EMS Teacher @ CHS	7.5	7/25/24	141-71300-116-000-00000-037 (50%) 141-71300-116-000-02518-037(50%)	Leah Epley
Fox	Amy	SPED Resource Teacher @ CCES	SPED Virtual Teacher @ VITAL	7.5	7/25/24	141-E-71200-116-000-00000-000	Robert Carrin Nash
Gentry	Williams	K-4 Music Teacher @ Burks	Music/Chorus Teacher @ MHS	7.5	7/25/24	141-E-71100-116-000-00000-055	growth position
Stanton	Teresa	Teacher Assistant @ JWES	School Secretary @ JWES	8	7/1/24	141-E-72410-161-000-00000-050	Angelina Martin
Sisko	Kasey	Grade 4 Teacher @ CES	Grade 3 Teacher @ CES	7.5	7/25/24	141-E-71100-116-000-00000-035	shift in number of students
Koughan	Kathryn	AP @ PvES	Principal @ CCES	7.5	7/1/24	141-E-72410-104-000-00000-030	Rhonda Mahan
Robbins	Deborah	AP @ SES	Principal @ SES	7.5	7/1/24	141-E-72410-104-000-00000-070	Tracy Nabors
Blair	Jessica	Sub	Title Funded TA @ WPA	7	7/30/24	142-E-71100-163-101-00000-105	New Title Position
Casey	Aaron	SPED Teacher @ UHS	SPED Teacher @ WPA	7.5	7/25/24	141-E-71150-116-000-00000-105	Kyle Rivers
Thomsen	Farrah	Café Manager @ CHS	School Nutrition Employee @ CHS	6.5	6/12/24	143-E-73100-165-000-00037	Deb Wesolowski
Webb	Angela	AP @ CCES	AP @ PvES	7.5	7/1/24	141-E-72410-139-000-00000-060	Kathy Koughan
Simcox	Mary Ann	Grade 2 Teacher @ CCES	Grade 1 Teacher @ SES	7.5	7/25/24	141-E-71100-116-000-00000-070	Sydney Murphey
Troxell	Julia	Bus Driver Trainee	Bus Monitor	5	6/24/24	141-E-72710-189-000-00000-000	n/a
Billingsley	Brandi	SPED Resource Teacher @ AMS	SPED Resource Teacher @ PvES	7.5	7/25/24	141-E-71200-116-000-00000-008	Jerri Wilhite
Roland	Cassie	Kindergarten Teacher @ JWES	Grade 2 Teacher @ JWES	7.5	7/25/24	141-E-71100-116-000-00000-050	Abigail Sanders
Worsham	Melanie	CTE Keyborading Teacher @ AMS	Grade 6 SS Teacher @ AMS	7.5	7/25/24	141-E-71100-116-000-00000-008	Johnny Harrison
Twitty	Nathaniel	VITAL Online Teacher	AP @ PSMS	7.5	7/1/24	141-E-72410-139-000-00000-100	Justin Campbell
Clark	Jennifer	RTI Teacher @ PSES	AP @ JWES	7.5	7/1/24	141-E-72410-139-000-00000-050	Casey Garrison
Todd	Kayla	PreK Assistant @ Burks	PreK Teacher @ Burks	7.5	7/25/24	141-E-73400-116-000-02005-017	Sarah Neff
Hauck	Devon	SPED Teacher @ NES	Behavior Teacher @ Central Office	7.5	7/25/24	141-E-71100-116-000-00000-000	Growth position
Bundrant III	James	TA @ AMS	Grade 5 ELA & SS Teacher	7.5	7/25/24	141-E-71100-116-000-00000-008	Breana Nash
Livingston	Robin	TA @ VITAL	TA @ WPA	7	7/30/24	142-E-71100-163-000-00000-101	Kaity Morgan
White	Reagan	Grade 1 Teacher @ CCES	Grade 2 Teacher @ CCES	7.5	7/25/24	141-E-71100-116-000-00000-030	Mary Ann Simcox-Fanning
Herron	Lesley	AP @ UMS	AP @ CCES	7.5	7/1/24	141-E-72410-139-000-00000-030	Angela Webb
Worsham	Lesley	Kindergarten Teacher @ CCEs	RTI Teacher @ PSES	7.5	7/25/24	142-E-71100-116-101-00000-095	Jennifer Clark
Key	Chastity	Grade 6 Math Teacher @ Burks	Grade 5 Science/SS Teacher @ Burks	7.5	7/25/24	141-E-71100-116-000-00000-025	Janet Raines
Durand	Rebecca	Grade 6-8 Social Studies Teacher @ ATMS	Grade K-8 Social Studies Specialist	7.5	7/1/24	141-E-72210-189-000-00000-000	new position
Sattler	Kristy	Grade 6 Science @ ATMS	Grade K-8 Science Specialist	7.5	7/1/24	141-E-72210-189-000-00000-000	new position
Combs	Haley	Kindergarten Teacher @ Burks	Grade 3 Teacher @ Burks	7.5	7/25/24	141-E-71100-116-000-00000-025	ratio adjustment
Jenkins	Kiri	Grade 1 Teacher @ Burks	Grade 3 Teacher @ Burks	7.5	7/25/24	141-E-71100-116-000-00000-025	Kathy Parr-Beaty
Parr-Beaty	Kathryn	Grade 3 Teacher @ Burks	Grade 1 Teacher @ Burks	7.5	7/25/24	141-E-71100-116-000-00000-025	Kiri Jenkins
Cavender	Kara	Grade 2 Teacher @ PSES	Assistant Principal @ SES	7.5	7/10/24	141-E-72410-139-000-00000-070	Deborah Robbins

Copenhaver	Carolyn	Sub	SPED PreK Assistant @ NES	7	7/30/24	141-E-71200-163-000-00000-057	Nancy Lovrekovic
Harris	Kim	Sub	PreK Assistant @ Burks	7.5	7/25/24	141-E-73400-163-000-02005-025	Kayla Todd
Heady	Bruce	SPED Resource Teacher @ UHS	SPED Resource Teacher @ AMS	7.5	7/25/24	141-E-71200-116-000-00000-008	Brandi Billingsley
Smith	Angelia	Grade 9-12 ELA Teacher @ UHS	Grade 9-12 ELA Teacher @ MHS	7.5	7/25/24	141-E-1100-116-000-00000-055	Kayla Phillips LOA
Jones	Melita	PreK Assistant @ NES	SPED Resource Assistant @ CES	7	7/30/24	141-E-71200-163-000-00000-035	Samantha Brown
Maddux III	Willie	Grade 6 SS Teacher	WBL Teacher @ UHS	7.5	7/25/24	141-E-71300-116-000-00000-090	new position
Hof	Rachel	Daycare Worker @ BPS	Daycare Worker @ PSES	5.8	7/25/24	146-E-73300-189-000-01801-000	n/a
Cooper	Jacob	Site Director @ CCES	Site Director @ AES	5.8	7/15/24	146-E-73300-189-000-01800-000	Kelsey Kinnaley
Loftis	Jonathan	Site Director @ BPS	Site Director @ SES	5.8	7/15/24	146-E-73300-189-000-01800-000	Christopher Palk
Savage	Alexandria	SPED PreK @ PSES	Kindergarten @ PSES	7.5	7/25/24	141-E-71100-116-000-00000-095	Alyssa Paige
Hargis	Kimberly	SPED TA @ AES	Grade 3 Teacher @ AES	7.5	7/25/24	141-E-71100-116-000-00000-005	Wendy Davis
Rector	Larissa	Grade 6 ELA Teacher @ Burks	Assistant Principal @ UMS	7.5	7/15/24	141-E-72410-139-000-00000-110	Lesley Herron
Chambers	Emily	Grade 9-12 ELA Teacher @ CHS	School Counselor @ CHS	7.5	7/22/24	141-E-72130-123-000-00000-037	Leigh Miller
Phy	Rachel	SPED Resource Assistant @ UMS	RTI Assistant @ AMS	7	7/30/24	141-E-71100-163-000-00000-008	James Bundrant
Beaty	Alyssa	Kindergarten Teacher @ PSES	Grade 2 Teacher @ PSES	7.5	7/25/24	141-E-71100-116-000-00000-095	Kara Cavender
Allen	Robert	Grade 5 SS Teacher @ PSMS	Grade 6 SS Teacher @ PSMS	7.5	7/25/24	141-E-71100-116-000-00000-100	Willie Maddux III
Kirk	Mary	AP @ CHS	AP @ NES	7.5	7/18/24	141-E-72410-139-000-00000-057	Stephanie Hudson
Eldridge	Susan	TA @ SES	Grade 2 Teacher @ Burks	7.5	7/25/24	141-E-71100-116-000-00000-025	Grace Charlton
Wiegand	Staci	TA @ ATMS	RTI Assistant @ AMS	7	7/30/24	142-E-71100-163-101-00000-008	new position
Russell	Samantha	Sub	RTI Assistant @ CCES	7.5	7/30/24	142-E-71100-163-101-0000-030	new position
RESIGNATION							
	FIRST						
LAST NAME	**NAME**	**LOCATION**	**ASSIGNMENT**	**EFFECTIVE DATE**			
Millsaps-Marfisi	Dorothy	Transportation	Bus Driver	6/11/24			
Dirro	Sarah	Central Office	SW SPED Speech Pathologist	6/17/24			
Wilcox	David	PSMS	PT STEM Teacher/PT TA	6/7/24			
Lockmiller	Sydney	JWES	Grade 4 Teacher	5/24/24			
Santana	David	Transportation	Bus Driver	6/11/24			
Murphey	Sydney	SES	Grade 1 Teacher	7/1/24			
Pack	Mary	SES	Grade 4 Teacher	7/1/24			
Eckert	Jamhile	UHS	Spanish Teacher	6/13/24			
Romero	Douglas	CHS/UHC/MHS	Junior ROTC	6/14/24			
Underwood	Amanda	CHS/UHC/MHS	School Nutrition Employee	6/7/24			
Liston	Leilani	CHS	School Nutrition Employee	6/25/24			
Hardin	Bailey	CCES	School Nutrition Employee	7/12/24			

Harrison	John	AMS	Grade 6 Math Teacher	6/26/24			
Smith	Annie	Burks	Grade 5 Science/SS Teacher	6/27/24			
Green	Barbara	PSES	Grade 1 Teacher	7/1/24			
Ramsey	Erin	AMS	Art Teacher	7/3/24			
Rich	Cassandra	BPS	Daycare Worker	5/24/24			
Curey	Magge	CHS	SPED CDC Teacher	7/8/24			
Allison	Amanda Jo	CHS	SPED Tracs Assistant	7/17/24			
Renegar	Shannon	CHS	Grade 9-12 Health Science Teacher	8/2/24			
Carter	Coriena	PSES	Daycare Worker	5/24/24			
Hensley	Tonya	PSES	Daycare Worker	5/25/24			
Miller	Leigh	CHS	School Counselor	8/2/24			
Scionti	Anthony	Transportation	Bus Driver	7/18/24			
Barnes	Kimberly	PSES	RTI Assistant	5/24/24			
Fish	Nicholas	BPS	SAC Activity Instructor	5/24/24			
Garrett	Stephen	PSES	SAC Activity Instructor	5/24/24			
RETIREMENT							
	FIRST						
LAST NAME	**NAME**	**LOCATION**	**ASSIGNMENT**	**EFFECTIVE DATE**			
Mahan	Rhonda	CCES	Elementary Principal	6/30/24			
Nabors	Tracy	SES	Elementary Principal	6/30/24			
Davis	Wendy	AES	Grade 3 Teacher	6/13/24			
George	Deborah	CHS	School Secretary	6/4/24			
Wesolowski	Debora	CHS	School Nutrition Employee	7/1/24			
Matheney	Johnny	WPA	Principal	6/28/24			
Beaty	Debbie	MHS	School Nutrition Employee	6/28/24			
Davis	Sherry	CHS	Café Manager	6/28/24			
Anderson	Eugenia	AES	RTI Teacher	7/1/24			
TERMINATIONS							
	FIRST						
LAST NAME	**NAME**	**LOCATION**	**ASSIGNMENT**	**HOURS**	**EFFECTIVE DATE**		
NON-RENEWALS							

LAST NAME	FIRST NAME	LOCATION	POSITION	HOURS	EFFECTIVE DATE		
Vick	Duane	CHS	Grade 9-12 Math Teacher	7.50	5/24/24		
Gagliardi	Sara	CsES	Grade2 Teacher	7.50	5/24/24		
Berta	Caitlin	PSMS	Grade 8 Math & Science Teacher	7.50	5/24/24		
Nolan	Katie	PSMS	Grade 7 ELA Teacher	7.50	5/24/24		
Epley	Leah	CHS	CTE EMS Teacher	7.50	5/24/24		
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
Turner	Pamela	BPS	SLC nurses to be paid $20/hr or their rate of pay, whichever is higher.	8	5/28/24	141-E-72120-131-000-02508-000	$20.00
Boone	Joshua	PSES	working additonal hours as an Activity Instructor for SAC Summer Camp	5.8	5/28/24	146-E-73300-189-000-01800-000	n/a
Mitchell	Evan	Food Services	will be working the summer feeding program, NTE 5 hrs per day	5	6/3/24	143-E-73100-165-000-00200	$14.60
Marek	Susan	Food Services	will be doing manager job duties during summer feeding program	7	6/10/24	143-E-73100-165-000-00200	$25.00
Duke	Nancy	Central Office	7 hours for Migrant program @ $35	7.5	6/21/24	142-E-71100-189-131-00000-000	$35.00
Burgess	Kristie	Central Office	will work additonal hrs @ the SPED Supervisors request evaluating students as needed in the month of July 2024. (NTE 50 hrs @ rate and funding).	7.5	7/1/24	141-E-71200-171-000-00000-000	n/a
Martin	Christina	Central Office	will work additonal hrs @ the SPED Supervisors request evaluating students as needed in the month of July 2024. (NTE 60 hrs @ rate and funding).	7.5	7/1/24	141-E-72220-124-000-00000-000	n/a
Smith	Taylor	Central Office	will work additonal hrs @ the SPED Supervisors request evaluating students as needed in the month of June 2024. (NTE 11 hrs @ rate and funding).	7.5	6/1/24	141-E-72220-124-000-00000-000	n/a
Morales	Elizabeth	Transportation	CDL Skills Training	8	7/1/24	141-E-72210-189-000-01601-000	N/A
Chaffin	Ronald	Transportation	CDL Skills Training	8	7/1/24	141-E-72210-189-000-01601-000	n/a
Carver Jr.	Dale	CHS	2.5 additional hours for Mirgrant program	7.5	6/25/24	142-E-71100-189-131-00000-000	$35.00
Goins	Nicki	CHS	2.5 additional hours for Mirgrant program	7.5	6/25/24	142-E-71100-189-131-00000-000	$35.00
Fain	Meredith	Central Office	Additonal Hourse for the Migrant Program	7.5	6/25/24	142-E-72210-189-131-00000-000	$35.00

Almendarez	Emilio	CHS	6 additional hours for Mirgrant Program	7.5	6/25/24	142-E-71100-189-131-00000-000	$35.00
Duke	Nancy	Central Office	hrs to support ESL Registration Center. Calling parents & facilitating screening.	7	7/9/24	142-E-71100-189-131-00000-000	n/a
Smith	Taylor	Central Office	evaluating students as needed in the month of July 2024 NTE 10 hrs @ rate, and funding	7.5	7/1/24	141-E-72220-124-000-00000-000	n/a
Brown	Samantha	PSMS	attending required training (@ rate & funding, NTE 28 hours, paid from timesheet)	7.5	7/16/24	142-E-71200-163-906-00000-035	n/a
Chaffin	Sheila	CHS	interpreting as needed for a student in the 2024-2025 school year (NTE 5hrs per week, @ rate)	7	7/16/24	141-E-71200-189-000-00000-037	n/a
Bowman	Penny	Central Office	screening rising K students at ESL registration center	7.5	7/10/24	142-E-72210-189-101-00000-000	n/a
INCREASE IN HOURS							
	FIRST						
LAST NAME	**NAME**	**FROM POSITION**	**TO POSITION**	**HOURS**	**EFFECTIVE DATE**	**FUNDING CODE**	**REPLACING**
Brown	Alice	Central Office	increasing to 12 months per year	8	7/1/24	142-72210-189-011 142-72210-189-101	n/a
Braswell	Leigh	PT TA @ PSMS	FT TA @ PSMS	7	7/30/24	141-E-71100-163-000-00000-100	n/a
DECREASE IN HOURS							
	FIRST						
LAST NAME	**NAME**	**FROM POSITION**	**TO POSITION**	**HOURS**	**EFFECTIVE DATE**	**FUNDING CODE**	**REPLACING**
Lantrip	Lisa	6.5 hrs per day school nutrition employee @ AES	6 hrs per day school nutrition employee @ AES	6	7/1/24	143-E-73100-165-000-00005	n/a
Commender	Jennifer	5.75 hrs per day school nutriton employee @ CHS	3hrs per day school nutrition employee @ CHS	3	7/1/24	143-E-73100-165-000-00037	Leilani Liston
Stephens	Regina	5.75hrs per day school nutrition employee @ CHS	3hrs per day school nutrition employee @ CHS	3	7/18/24	143-E-73100-165-000-00037	n/a
PROFESSIONAL							
	FIRST						
LAST NAME	**NAME**	**DEGREE**			**EFFECTIVE DATE**	**FUNDING CODE**	**AMOUNT**
OTHER							
	FIRST						
LAST NAME	**NAME**	**LOCATION**	**REASON FOR PCF**	**HOURS**	**EFFECTIVE DATE**		

Scribner	Kendra	CHS	Master's Degree = $2,600	7.5	6/10/24		
King	Corby	Central Office	$1000 CEO Supplement	8	6/10/24		
Sparks	Molly	Level I Deaf Interpreter	Level II Deaf Interpreter	7	7/30/24		
Bos	Brenda	UMS	Sick Bank Trustees awarded 7 days from the sick bank	7.5	6/12/24		
Hunt	Kristi	Central Office	Stipend for Chronic Attendance Per Chris Pierce	7.5	6/10/24		
Darley	Russell	AMS	Replaced Max Petett on Collaborative Conferencing Committee $2,500	7.5	8/26/24		
Ballard	Ashley	Food Services	$20 Cell Phone Stipend for the 2024-2025 school year	8	7/1/24		
Shanahan	Donna	Food Services	$20 Cell Phone Stipend for the 2024-2025 school year	8	7/1/24		
Grissom	Jessica	Food Services	$20 Cell Phone Stipend for the 2024-2025 school year	8	7/1/24		
Ellis	Lynette	Food Services	$20 Cell Phone Stipend for the 2024-2025 school year	8	7/1/24		
Bradford	Stacy	Food Services	$20 Cell Phone Stipend for the 2024-2025 school year	8	7/1/24		
Piggott	Jeana	CHS	SLC Wages $546.04	7	6/14/24		
Donoho	Maizey	CCES	Master's Degree = $2,600	7.5	6/13/24		
Stewart	Jonathan	CHS	Track Banquet Work Wages $174.73	7.5	6/14/24		
Gillies	Jamie	CHS	Camp hours wages $2048.75	7.5	6/14/24		
Jones	Catherine	PSES	Millard Oakely STEM Center/TSIN Partnership $2,621.01	8	6/28/24		
Gillies	Jamie	CHS	Lady Cav Camp Hours Wages $1284.29	7.5	6/4/24		
Stevens	Kattie	PSES	Millard Oakely STEM Center/TSIN Partnership $1,747.34	7.50	6/28/24		
Piggott	Jeana	CHS	Lady Cav Camp Hours Wages $262.10	7.50	6/4/24		
Martin	Andrea	CHS	Additional Hours Worked Wages $91	7.00	6/4/24		
Hennigan	Taylor	CHS	SSO Booster Stipend Wages $1166.37	7	6/4/24		
Philpot	Nickey	CHS	New Salary = $114,500	7.5	7/1/24		
Ramsey	Martha	CES	covering a Paid Parental Leave and will receive teacher pay for those days and/or unpaid days used	7.5	8/12/24		
Thomsen	Farrah	CHS	Project Grad Worker Wages = $212.52	7	5/23/24		
Clouse	Bralen	CHS	SSO Booster Coaches Stipend Wages $ 2786.81	7	5/23/24		
Rohr	Brian	CHS	SSO Booster Stipend Wages $1000	7	5/22/24		
Williams	Jeffrey	CHS	SSO Booster Stipend Wages $500	7	5/27/24		
Baye	Colette	SES	change from Interm Café Manager to Café Manager	8	7/1/24		
Caine	Adam	UHS	mowing football field wages $200	7.5	6/25/24		
Fields	Micheal	PSMS	will continue to teacher Grade 8 Science/SS @ PSMS, was covering a LOA last school year	7.5	7/25/24		
Harp	Amindia	BPS	will continue to teach Kindergarten @ BPS. Was covering a 1 yr LOA last school year	7.5	6/27/24		
Moore	Aniza	PSES	Master's Degree = $2,600	7.5	7/1/24		
Timmerman	Bethany	Central Office	EDS = $2,600	7.5	6/26/24		
Chambers	Emily	CHS	EDS = $2,600	7.5	7/1/24		
Kimball	Anna	NES	Master's Degree = $2,600	7.5	7/1/24		

Hale	April	Technology	EIS Stipend = $2,500	8	7/8/24		
Hunt	Kristy	Central Office	$3,000 Paid Semi Monthly	8	7/1/24		
SPREADSHEETS:							
School Year 2024-2025 Cell Phone Stipend		PCF #1 & Spreadsheet					
School Nutrition Learning Loss Camp Summer Stipends		PCF #2 & Spreadsheet					
School Nutrition SLC Stipends		PCF #3 & Spreadsheet					
Attendance Stipend for ESY Summer School		PCF #4 & Spreadsheet					
Attendance Incentive for working ESY Summer School		PCF #5 & Spreadsheet					
PCM Training Attendees		PCF #6 & Spreadsheet					

Name Key: **JULIATAM000** Name: **JULIAN, TAMMY R.**

PUTNAM COUNTY BOARD OF EDUCATION

APPROVAL FORM

#1

NEW HIRE NAME: **CELL PHONE STIPEND**

STREET ADDRESS:

CITY, STATE ZIP:

CONTACT NUMBER:

OR Employee's Name: **TAMMY R JULIAN**

* LOCATION: **CENTRAL OFFICE**

Employee Type Code: **12SPT**

* REASON FOR ACTION: **OTHER**

* EFFECTIVE DATE: **07/01/2024**

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

☐ HIGHLY QUALIFIED MET -

CERTIFICATION/ENDORSEMENT:

* REPLACING: **N/A- Cell Phone Stipend**

* MONTHS WORKED PER YEAR: **12**

* HOURS WORKED PER DAY: **8.0**

POSITION FUNDED: **141 E 72220 199 000 00000 000**

Type of Funding: **SPED**

* NOTES: **School Year 2024-2025 Cell Phone Stipend of $20 per month for 12 months be paid from 141-72220-199. See attached spreadsheet**

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

EXHIBIT
tabbies
VI F8
06-06-24

BCE Approved
M Talbot

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 for a $20 Monthly Stipend for cell phone usage for the 2024-2025 school year per Policy 3.3001, Use of Cellular Phones to be paid from 141-72220-199.

Sheri Roberson 5/9/24

Sheri Roberson, Special Education Supervisor Date

Corby King, Director of Schools Date

received
05-09-24

MONTHLY $20 STIPEND FOR CELL PHONE USAGE DURING 2024-2025 SCHOOL YEAR

Sheri Roberson	6100 Buck Mountain Road, Cookeville 38506
Terri Melton	198 Park Road, Rickman 38580
Tonia Wheeler	845 Shady Lane, Cookeville 38501
Laura Rich	3420 Plantation Drive, Cookeville 38506
Sheree Bernard	805 N. Pickard Avenue, Cookeville 38501
Tammy Julian	8755 Austin Bottom Road, Baxter 38544
Jamey Ray Pack	6654 Baker Mountain Road, Spencer 38585
Christina Martin	824 Holland Drive, Cookeville 38506
Vanessa Johnson	5082 Holland Court, Cookeville 38506
Summer Cantrell	2153 Wynd Walker Drive, Cookeville 38506

Putnam County Board of Education

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in October	**Use of Cell Phones**	**3.3001**	**01/12/12**
		Rescinds: **3.3001**	Issued: **07/09/09**

Cellular phones shall be provided to a limited number of employees when essential to the operation of the school system. Whenever possible, other methods of more economical, immediate communication shall be considered (i.e., use of pagers or two-way radios). The assignment of cellular phones shall be approved by the director of schools/designee. The Board shall be financially responsible for the customary minimum monthly bills for pre-approved cellular phones.

Cellular phones provided to employees are for official school board business only and shall not be used for personal purposes except in cases of emergencies. If the monthly bill reflects charges greater than the customary minimum monthly bill, the excess portion shall become the responsibility of the employee to whom the cellular phone has been issued. If the employee wishes to dispute the portion of the monthly bill for which s/he is responsible, the employee may request and become financially responsible for obtaining a listing for phone use during the disputed period of time.

The director of schools/designee shall develop procedures for assignment and use of phones, billing disputes and lost or damaged cellular phones. These procedures shall be given to any employee requesting a cellular phone.

The system may choose to allow departments and/or schools to reimburse employees a portion of the cost for the use of private cell phones for Board of Education official business at a rate to be determined by the director and approved by the Board in lieu of Board of Education assigned cell phones.

A school may choose to pay for cellular phones for school personnel from school funds if approved by the Principal. If a school chooses to pay for cellular phones or reimburse for cellular phone usage a list of all school personnel receiving this benefit will be given to the Board annually for approval.

Name Key: **BRADFSTA000** Name: **BRADFORD, STACY M.**

PUTNAM COUNTY BOARD OF EDUCATION

APPROVAL FORM

#2

NEW HIRE NAME: **SLC School Nutrition Stipends**

STREET ADDRESS:

CITY, STATE ZIP:

CONTACT NUMBER:

OR Employee's Name: **STACY MARIE BRADFORD**

* LOCATION: **CENTRAL OFFICE**

Employee Type Code: **12SPT**

* REASON FOR ACTION: **OTHER**

* EFFECTIVE DATE: **06/28/2024**

* 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: **6.0**

POSITION FUNDED: **141 E 73100 165 000 02508 000**

Type of Funding:

* NOTES: **Please see attached list of School Nutrition Learning Loss Camp Summer Stipends. This is to be paid to anyone who worked all summer during the period of 5/28-6/18.**

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

LEARNING LOSS CAMP STIPEND
141 E 73100 165 02508

Miss 1 day $200
Miss 2 days $150
Miss 3 days - $0

Name	School	5/28 - 6/5	6/6 - 6/19	Stipend Amount
Burton, Eleisha MGR	LEARNING LOSS CAMP	missed no days	missed no days	$ 250.00
Cantrell, Sarah	LEARNING LOSS CAMP	missed no days	missed no days	$ 250.00
Everett, Sandi	LEARNING LOSS CAMP	missed no days	missed no days	$ 250.00
Garrett, Tricia	LEARNING LOSS CAMP	missed no days	missed no days	$ 250.00
Gentry, Loretta MGR	LEARNING LOSS CAMP	missed no days	missed no days	$ 250.00
Hancock, Jennifer	LEARNING LOSS CAMP	missed no days	missed no days	$ 250.00
Harness, Teresa	LEARNING LOSS CAMP	missed no days	missed no days	$ 250.00
Hawkins, Mary April	LEARNING LOSS CAMP	missed no days	missed no days	$ 250.00
Hodnett, Melissa	LEARNING LOSS CAMP	missed no days	missed no days	$ 250.00
Mclane-Cantrell, Reghan	LEARNING LOSS CAMP	missed no days	missed no days	$ 250.00
Monroe, Mary	LEARNING LOSS CAMP	missed no days	***Did not work 6/17,6/18***	***$ 150.00***
Morgan, Rebecca MGR	LEARNING LOSS CAMP	missed no days	missed no days	$ 250.00
Muilenburg, Susan	LEARNING LOSS CAMP	missed no days	missed no days	$ 250.00
O'Connor, Kelsey	LEARNING LOSS CAMP	missed no days	missed no days	$ 250.00
Oliver, Kathy	LEARNING LOSS CAMP	missed no days	missed no days	$ 250.00
Phillips, Amy	LEARNING LOSS CAMP	missed no days	missed no days	$ 250.00
Swartz, Wanda	LEARNING LOSS CAMP	missed no days	missed no days	$ 250.00
Trevathan, Heather MGR	LEARNING LOSS CAMP	missed no days	***Out June 7***	***$ 200.00***
Whittaker, Karen Annette	LEARNING LOSS CAMP	missed no days	missed no days	$ 250.00

Name Key: **BRADFSTA000** Name: **BRADFORD, STACY M.**

PUTNAM COUNTY BOARD OF EDUCATION

APPROVAL FORM

#3

NEW HIRE NAME: **SLC Nutrition Stipends**

STREET ADDRESS:

OR Employee's Name: **STACY MARIE BRADFORD**

CITY, STATE ZIP:

CONTACT NUMBER:

* LOCATION: **FOOD SERVICES**

* REASON FOR ACTION: **OTHER**

Employee Type Code: **12SPT**

* EFFECTIVE DATE: **06/28/2024**

* 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: **6.0**

* NOTES: **Please see attached list of Summer Stipends to be paid on the 6/28 check. This is to be paid to anyone who worked all summer during the period of 5/28 - 6/18.**

POSITION FUNDED: **143 E 73100 165 000 00200 000**

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

PAY FROM: 143 E 73100 165 000 00200				Miss 1 day $200 Miss 2 days $150 Miss 3 days - $0
Name	**School**	**5/28 - 6/5**	**6/6 - 6/19 (no work 6/19)**	**Stipend Amount**
Adams, Kathleen	SUMMER FEEDING	missed 0 days	missed 0 days	$ 250.00
Baye, Colette	SUMMER FEEDING	missed 0 days	missed 0 days	$ 250.00
Belli, Lisa (acting Mgr)	SUMMER FEEDING	missed 0 days	missed 0 days	$ 250.00
Bryson, Kendall	SUMMER FEEDING	missed 0 days	*sick day 6/6*	***$ 200.00***
Carter, Ashley	SUMMER FEEDING	missed 0 days	missed 0 days	$ 250.00
Coker, Stephanie	SUMMER FEEDING	missed 0 days	missed 0 days	$ 250.00
Commender, Jennifer	SUMMER FEEDING	***missed 1 day, 5/28***	missed 0 days	***$ 200.00***
Cronk, Amy MGR	SUMMER FEEDING	missed 0 days	missed 0 days	$ 250.00
Everett, Amanda	SUMMER FEEDING	missed 0 days	missed 0 days	$ 250.00
Foster, Cindy	SUMMER FEEDING	missed 0 days	missed 0 days	$ 250.00
Hardin, Bailey	SUMMER FEEDING	missed 0 days	missed 0 days	$ 250.00
Johnson, Janie	SUMMER FEEDING	missed 0 days	missed 0 days	$ 250.00
Keylon, Kandle	SUMMER FEEDING	missed 0 days	missed 0 days	$ 250.00
Livingston, Philip	SUMMER FEEDING	missed 0 days	missed 0 days	$ 250.00
Loftis, Amber	SUMMER FEEDING	***missed 1 day, 6/4***	missed 0 days	***$ 200.00***
Marek, Sue	SUMMER FEEDING	missed 0 days	missed 0 days	$ 250.00
Miller, Elizabeth MGR	SUMMER FEEDING	missed 0 days	missed 0 days	$ 250.00
Miller, Susan	SUMMER FEEDING	missed 0 days	missed 0 days	$ 250.00
Musses, Christina	SUMMER FEEDING	missed 0 days	missed 0 days	$ 250.00
Savage, Paige	SUMMER FEEDING	***missed 2 days 5/28, 5/29***	missed 0 days	***$ 150.00***
Stephens, Regina	SUMMER FEEDING	missed 0 days	missed 0 days	$ 250.00
Signature: _____ Date: 6/20/2024				

Name Key: **CARWIBRI000** Name: **CARWILE, BRIDGETT**

PUTNAM COUNTY BOARD OF EDUCATION

APPROVAL FORM

#4

NEW HIRE NAME: **Additional hours worked ESY summer school**

STREET ADDRESS:

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

CITY, STATE ZIP:

CONTACT NUMBER:

* LOCATION: **CENTRAL OFFICE**

* REASON FOR ACTION: **ADDITIONAL HOURS**

Employee Type Code: **12CER**

* EFFECTIVE DATE: **05/28/2024**

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

☐ HIGHLY QUALIFIED MET -

CERTIFICATION/ENDORSEMENT:

* REPLACING: **NA**

* NOTES: **Attendance stipend for ESY Summer School**
Working all 15 days - $250.00

* MONTHS WORKED PER YEAR: **10**

* HOURS WORKED PER DAY: **7.5**

POSITION FUNDED: **142-71100-116-933**

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

Funding for Teachers 141-71200-116

AT ALGOOD MIDDLE SCHOOL

Teacher	Rate per Hr	Hrs per day	# days	NTE	ACTUAL TIME WORKED	Bonus
Bussell, Jordan (PreK)	$45.00	4.5 & 2 hrs	15	69.5	15 days (4.5 hrs day) +2 hrs	$250.00
Hargis, Amber (High)	$45.00	4.5 & 2 hrs	15	69.5	15 days (4.5 hrs day) +2 hrs	$250.00
Johnson, Jordan Juliann (K-1)	$45.00	4.5 & 2 hrs	15	69.5	15 days (4.5 hrs day) +2 hrs	$250.00
Krantz, Delanie (Elem 2-4)	$45.00	4.5 & 2 hrs	15	69.5	15 days (4.5 hrs day) +2 hrs	$250.00
Lee, Rhonda (Middle)	$45.00	4.5 & 2 hrs	15	69.5	15 days (4.5 hrs day) +2 hrs	$250.00
Leftwich, Christie (PreK)	$45.00	4.5 & 2 hrs	15	69.5	15 days (4.5 hrs day) +2 hrs	$250.00
Thompson, Katrina (Speech)	$45.00	4.5	15	67.5	15 days @ 4.5 hrs day	$250.00

Lead Teachers	Rate per Hr	Hrs per day	# days	NTE
Cantrell, Summer	$55.00	6 hrs	5	30
Martin, Christina	$55.00	6 hrs	5	30
Melton, Terri	$55.00	6 hrs	3 (+2hrs)	20
Wheeler, Tonia	$55.00	6 hrs	4	24

Funding for PreK Speech Teach 141-71200-116-02152

Oluwalana, Alyssa	$50.00	4.5 hrs	15	67.5	15 days @ 4.5 hrs/day	$250.00

Funding for Educational Assistants 141-71200-163

Educational Assistant	At rate OR $20 hr Whichever is higher	Hrs per day	# Days	NTE		
Angulo, Louise (K-1)	At Rate or $20/hr	4.5	15	67.5	15 days @ 4.5 hrs/day	$125.00
Burnell, Nikita (K-1)	At Rate or $20/hr	4.5	15	67.5	15 days @ 4.5 hrs/day	$125.00
Evans, Tabitha (Middle)	At Rate or $20/hr	4.5	15	67.5	15 days @ 4.5 hrs/day	$125.00
Hammontree, Shelly (PreK)	$20.00	4.5	15	67.5	15 days @ 4.5 00s/day	$125.00
Hanks, Robin (PreK)	At Rate or $20/hr	4.5	15	67.5	15 days @ 4.5 hrs/day	$125.00
Hickey, Haley (Crisis)	At Rate or $20/hr	4.5	15	67.5	15 days @ 4.5 hrs/day	$125.00
Jackson, Cynthia	$26.36	4.5	15	67.5	14 days @ 4.5 hrs/day	$75.00
Johnson, Carla (PreK 1X1)	At Rate or $20/hr	4.5	***9***	***40.5***	9 days @ 4.5 hrs/day	
Lineberry, Keri (PreK)	At Rate or $20/hr	4.5	15	67.5	15 days @ 4.5 hrs/day	$125.00
Mabe, Catlin (High)	At Rate or $20/hr	4.5	15	67.5	15 days @ 4.5 hrs/day	$125.00
Titsworth, Virginia Jenny (Crisis)	At Rate or $20/hr	4.5	15	67.5	15 days @ 4.5 hrs/day	$125.00
Western, Wendy (High)	At Rate or $20/hr	4.5	15	67.5	14 days @ 4.5 hrs/day	
Whitehead, Janet (Elem)	At Rare or $20/	4.5	15	67.5	15 days @ 4.5 s/day	$125.00

Funding Code PreK Below 141-71200-163-02152

Dallas, Madyson	$20.00	4.5	15	67.5	15 days @ 4.5 hrs/day	$125.00
Taylor, Rhonda (Elem)	At Rate or $20/hr	4.5	15	67.5	15 days @ 4.5 hrs/day	$125.00

$3,575.00

Name Key: **CARWIBRI000** Name: **CARWILE, BRIDGETT**

PUTNAM COUNTY BOARD OF EDUCATION

APPROVAL FORM

#5

NEW HIRE NAME: **Additional Hours attendance incentive**

STREET ADDRESS:

CITY, STATE ZIP:

CONTACT NUMBER:

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

* LOCATION: **CENTRAL OFFICE**

Employee Type Code: **12CER**

* REASON FOR ACTION: **ADDITIONAL HOURS**

* EFFECTIVE DATE: **05/28/2024**

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

CERTIFICATION/ENDORSEMENT:

☑ HIGHLY QUALIFIED MET -

* REPLACING: **NA**

* MONTHS WORKED PER YEAR: **9**

* HOURS WORKED PER DAY: **7.0**

POSITION FUNDED: **142-71100-163-933**

Type of Funding:

* NOTES: **Attendance Incentive for working ESY Summer School**
$125 for all 15 days
$75 for 14 days

DIRECTOR OF SCHOOLS - CORBY KING

DEPUTY DIRECTOR OF SCHOOLS - TIM MARTIN

DIRECTOR, HUMAN RESOURCES - ANGIE KNIGHT

☑ DIR OF SCHOOLS SIGNATURE

☑ DEPUTY DIR SIGNATURE

☑ DIRECTOR HR SIGNATURE

Funding for Teachers 141-71200-116

AT ALGOOD MIDDLE SCHOOL

Teacher	Rate per Hr	Hrs per day	# days	NTE	ACTUAL TIME WORKED	Bonus
Bussell, Jordan (PreK)	$45.00	4.5 & 2 hrs	15	69.5	15 days (4.5 hrs day) +2 hrs	$250.00
Hargis, Amber (High)	$45.00	4.5 & 2 hrs	15	69.5	15 days (4.5 hrs day) +2 hrs	$250.00
Johnson, Jordan Juliann (K-1)	$45.00	4.5 & 2 hrs	15	69.5	15 days (4.5 hrs day) +2 hrs	$250.00
Krantz, Delanie (Elem 2-4)	$45.00	4.5 & 2 hrs	15	69.5	15 days (4.5 hrs day) +2 hrs	$250.00
Lee, Rhonda (Middle)	$45.00	4.5 & 2 hrs	15	69.5	15 days (4.5 hrs day) +2 hrs	$250.00
Leftwich, Christie (PreK)	$45.00	4.5 & 2 hrs	15	69.5	15 days (4.5 hrs day) +2 hrs	$250.00
Thompson, Katrina (Speech)	$45.00	4.5	15	67.5	15 days @ 4.5 hrs day	$250.00

Lead Teachers	Rate per Hr	Hrs per day	# days	NTE
Cantrell, Summer	$55.00	6 hrs	5	30
Martin, Christina	$55.00	6 hrs	5	30
Melton, Terri	$55.00	6 hrs	3 (+2hrs)	20
Wheeler, Tonia	$55.00	6 hrs	4	24

Funding for PreK Speech Teach 141-71200-116-02152

Oluwalana, Alyssa	$50.00	4.5 hrs	15	67.5	15 days @ 4.5 hrs/day	$250.00

Funding for Educational Assistants 141-71200-163

Educational Assistant	At rate OR $20 hr Whichever is higher	Hrs per day	# Days	NTE		
Angulo, Louise (K-1)	At Rate or $20/hr	4.5	15	67.5	15 days @ 4.5 hrs/day	$125.00
Burnell, Nikita (K-1)	At Rate or $20/hr	4.5	15	67.5	15 days @ 4.5 hrs/day	$125.00
Evans, Tabitha (Middle)	At Rate or $20/hr	4.5	15	67.5	15 days @ 4.5 hrs/day	$125.00
Hammontree, Shelly (PreK)	$20.00	4.5	15	67.5	15 days @ 4.5 00s/day	$125.00
Hanks, Robin (PreK)	At Rate or $20/hr	4.5	15	67.5	15 days @ 4.5 hrs/day	$125.00
Hickey, Haley (Crisis)	At Rate or $20/hr	4.5	15	67.5	15 days @ 4.5 hrs/day	$125.00
Jackson, Cynthia	$26.36	4.5	15	67.5	14 days @ 4.5 hrs/day	$75.00
Johnson, Carla (PreK 1X1)	At Rate or $20/hr	4.5	***9***	***40.5***	9 days @ 4.5 hrs/day	
Lineberry, Keri (PreK)	At Rate or $20/hr	4.5	15	67.5	15 days @ 4.5 hrs/day	$125.00
Mabe, Catlin (High)	At Rate or $20/hr	4.5	15	67.5	15 days @ 4.5 hrs/day	$125.00
Titsworth, Virginia Jenny (Crisis)	At Rate or $20/hr	4.5	15	67.5	15 days @ 4.5 hrs/day	$125.00
Western, Wendy (High)	At Rate or $20/hr	4.5	15	67.5	14 days @ 4.5 hrs/day	
Whitehead, Janet (Elem)	At Rare or $20/	4.5	15	67.5	15 days @ 4.5 s/day	$125.00

Funding Code PreK Below 141-71200-163-02152

Dallas, Madyson	$20.00	4.5	15	67.5	15 days @ 4.5 hrs/day	$125.00
Taylor, Rhonda (Elem)	At Rate or $20/hr	4.5	15	67.5	15 days @ 4.5 hrs/day	$125.00

$3,575.00

Name Key: **JULIATAM000** Name: **JULIAN, TAMMY R.**

PUTNAM COUNTY BOARD OF EDUCATION

APPROVAL FORM

#16

NEW HIRE NAME: **See attached list- additional hrs PCM**

STREET ADDRESS:

CITY, STATE ZIP:

CONTACT NUMBER:

OR Employee's Name: **TAMMY R JULIAN**

* LOCATION: **CENTRAL OFFICE**

Employee Type Code: **12SPT**

* REASON FOR ACTION: **ADDITIONAL HOURS**

* EFFECTIVE DATE: **07/16/2024**

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

☐ HIGHLY QUALIFIED MET -

CERTIFICATION/ENDORSEMENT:

* REPLACING: **Additional hours for PCM training on 7/16-7/19/24**

* MONTHS WORKED PER YEAR: **12**

* HOURS WORKED PER DAY: **7.0**

POSITION FUNDED: **at their current funding**

Type of Funding: **SPED**

* NOTES: **See attached list of employees who will work additional hours attending PCM training on July 16-19, 2024. Not to exceed 28 hrs. (at rate and funding code, to be paid from timesheet).**

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

Please pay, at current rate/fund, the following employees for PCMA *Train the Trainer* training at PSMS for four days @ 7 hours per day July 16-19, 2024.

Vanessa Johnson

Summer Cantrell

Haley McCulley

Bethany Timmerman

Rachel Pearson

Angela Brown

EXHIBIT
tabbies
III B
08-01-24

PCSS Board Agenda Request

Date July 18, 2024

Department Teaching and Learning

Person Submitting Dr. Sharon K. Anderson SKA

Account Number (if appropriate) _____

Check one:

___✓___ Backup included

_____ Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval of :

Recognize PCSS Teachers and Supervisors retiring between July 1, 2023 and June 30, 2024.

received
07-18-24 MT

Last Name	First Name	School	Position	Retirement Date	Yrs. Putnam Co.	Total Yrs.
Anderson	Eugenia "Beth"	AES	Teacher	5/24/2024	31.00	31.00
Brock	Seawillow "Janie"	CHS	SPED Teacher	5/24/2024		
Brown	Lisa G.	UHS	Teacher	7/7/2023	34.00	37.00
Dunn	Sandy	AES	Teacher	03/08/2024	24.00	28.00
Helton	Karen	AMS	Teacher	6/30/2024	31.00	31.00
Lee	Tammy	SYSW	SPED Teacher	5/24/2024	32.00	32.00
Matheney	Johnny	WPA	Principal	6/28/2024	36.00	39.00
Moss	Melissa	AES	Teacher	2/21/2024	35.00	35.00
Raines	Janet	BURKS	Teacher	5/24/2024	20.00	20.00
Reynolds	Jacqueline	CO	Teacher	4/22/2024	18.00	32.00
Smith	Sharon	CES	Teacher	5/14/2024	31.00	31.00
Washburn	Shirley	CO	SPED Teacher	10/31/2023	25.00	41.00
Watson	Melanie	PSES	Teacher	6/30/2024	30.00	27.50
Wilhite	Jerri	PVES	SPED Teacher	05/24/2024	37.00	38.00
Nabors	Tracy	SYC	Principal	6/30/2024	34.00	34.00
Mahan	Rhonda	Cane Creek	Principal	6/30/2024	34.00	34.00
Davis	Wendy	AES	Teacher	6/13/2024		



MINUTES
Putnam County Board of Education
Cookeville, Tennessee
June 27, 2024

The Putnam County Board of Education met in the office of the Putnam County Education Building - Cookeville, Tennessee on Thursday, June 27, 2024. Dr. **FRY** convened the meeting at 5:00 PM.

PRESENT.....4
Dr. Dawn Fry, Vice-Chair
David McCormick
Lynn McHenry
Jill Ramsey

ABSENT.....2
Kim Cravens, Chair
Kerry Ledbetter

Dr. **FRY** stated the Board would address Agenda Item II., Approval of the Agenda noting the following requested addition as V.F.26.:

> "Approval of the agreement with Energy Solutions Group to provide the final proposal and price for the old Park View renovation by July 29, 2024."

ACTION: (II.) Ms. **RAMSEY** made a motion to amend the Agenda to include the addition of Agenda Item V.F.26., Agreement with Energy Systems Group, as submitted. Mr. **McCORMICK** seconded the motion. Motion carried.

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

Dr. **FRY** stated the Board would address Agenda Item III., Announcements, and recognized Tim Martin, Deputy Director of Schools.

Mr. **Martin** made the following announcements:

- Approved the 2024-2025 Board Meeting Dates/Agenda Deadlines and Board Work Sessions

- Noted the Director's Personnel Report

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

ACTION: (IV.A.) Mr. **McHENRY** made a motion to approve the Minutes of the Regular April Board Meeting held on Thursday, June 6, 2024, @ 5:00 PM, as submitted. Ms. **RAMSEY** seconded the motion. Motion carried.

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: (V.A.1. – V.F.26.) Ms. **RAMSEY** made a motion to approve the following Consent Agenda, as recommended and submitted by Corby R. King, Director of School including the addition of V.F.26.:

V. Approval of Consent Agenda

A. Payments/Purchases

1. Approval of the purchase of the Dreambox Learning Math Advances for the 2024-2025 school year (personalized math intervention programs for students with disabilities) student licenses and training webinar package from Dreambox Learning - Bellevue, WA in the amount of $12,200.00 to be paid from 141-71200-429, as submitted.

2. Approval of payment to TRA School Software Solutions, Wilmington, North Carolina, for School Funds Online Software, accounting software and maintenance fees for twenty schools for the 2024-2025 school year in the amount of $13,573.59 to be paid from 141-E-72510-399, as submitted.

3. Approval of the purchase of one (1) Snap-on Hand Tool Identification and Safety Certification Kit for PCSS JACEE CTE bus from vendor Snap-on Industrial - Crystal Lake, IL, in the amount of $11,613.60 to be paid by Perkins Basic 2024/25 grant funds. This is the only kit aligned specifically to the Tennessee Department of Education promoted NC3/Snap-on Hand Tool Identification and Safety Industry Certification, as submitted.

4. Approval of the purchase of one (1) Industrial Wiring Training System for CHS Advanced Manufacturing classes from vendor Reletech - Nashville, TN, in the amount of $21,995.00 to be paid by ISM (Innovative School Models) grant funds, as submitted.

5. Approval of the purchase of 26 Dell Optiplex All-In-One computers for CHS Business & Marketing, Accounting and Virtual Enterprise classes from vendor Dell - Round Rock, TX, in the amount of $35,181.90 to be paid by ISM (Innovative School Models) grant funds, as submitted.

6. Approval of the purchase of 30 Dell Optiplex tower computers and 30 Dell 27" monitors for ATMS Principles of Design and Technology classes from vendor Dell - Round Rock, TX, in the amount of $24,912.00 to be paid by ISM (Innovative School Models) grant funds, as submitted.

7. Approval of the purchase of a one-year renewal of the K-5 Quaver Music Program from Tennessee Book Company, La Vergne, Tennessee in the amount of $17,160.00 to be paid from 141-71100-449-02117, as submitted.

8. Approval of the purchase of a two-year renewal of Gallopade Social Studies from Tennessee Book Company, La Vergne, TN in the amount of $58,388.02 to be paid from 141-71100-449-02117, as submitted.

9. Approval of payment to IB, International Baccalaureate Organization New York, for 2024-2025 Annual School Fees for Cookeville High School in the amount of $12,660.00 to be paid from 141-72210-599-02103, as submitted.

10. Approval of the purchase of the annual replacement and growth textbooks from Tennessee Book La Vergne, Tennessee in the amount of $50,000.00 to be paid from 141-71100-499-02117, as submitted.

11. Approval of the purchase of Dreambox Reading Plus for the 2024-2025 school year (reading plus intervention programs for students with disabilities) student licenses and training webinar package from Dreambox Learning - Bellevue, WA in the amount of $17,025.00 to be paid from 141-71200-429, as submitted.

12. Approval of a payment to PowerSchool Group, LLC, for services from July 15, 2024, to July 14, 2025, in the amount of $114,492.73 to be paid from 141-E-72110-399-000-00000-000, Other Contracted Services (General Purpose School Fund), as submitted.

13. Approval of payment to TRA School Software Solutions, Wilmington, North Carolina, for School Funds Online Software, accounting software and maintenance fees for twenty schools for the 2024-2025 school year in the amount of $13,573.59 to be paid from 141-E-72510-399.

14. Approval to purchase public safety DAS/distributed antenna system components for emergency responder radio communications from Graybar Electric, Nashville, TN, via pricing on the OMNIA Partners Contract #EV-2370, for the new Park View School building project, in the amount not to exceed $53,045.60; with the antenna and cabling installation services to be purchased from Advanced Communication Services, Sparta, TN, in the amount not to exceed $10,000, to be paid from: 141-76100-799-000-02504-000.

15. Approval of payment to Skyward - Stevens Point, WI in the amount of $75,608.00 to be paid from 141-72510-399 for the Accounting and HR Software Annual License fee from July 1, 2024 (General Purpose School Fund).

16. Approval of a payment to Civil Engineering and Surveying, LLC for civil engineering for the softball and soccer fields at ATMS in the amount of $10,000.00 to be paid from 141-72620-799, Other Capital Outlays (General Purpose School Fund).

B. Bids/Quotes/Sealed Bids/RFPs

1. Approval to solicit bids for a post-frame barn for Veterinary & Animal Science agriculture classes at Upperman High School to be funded by ISM (Innovative School Models) grant funds, as submitted.

2. Approval for the request to solicit bids for the framing and finishing materials and labor for the CTE structural systems/construction building projects for the 2024-2025 school year at Cookeville High Schools, Upperman High School and White Plains Academy to be funded by each school's VIP (Vocational Improvement Project) account, as submitted.

3. Approval to accept the bid from King Construction in the amount of $1,333,800.00 to construct the Avery Trace Softball Field, which includes Alternates 1, 2, 5 and 6.

4. Approval to accept the custodial bid including Alternate 1 from ABM Education of Nashville, Tennessee for $303,829.31 per month, which includes the increase for the new Park View School. The time period is from July 1, 2024, through June 30, 2025.

C. Budget Amendments/Line Item Transfers

1. General Purpose School Budget Amendments - Fund 141

a. Finance - To adjust budget for year-end cleanup

b. Teaching and Learning - To budget for Governor's Early Literacy Foundation Grant for WOW Bus - July 1, 2024 to June 30, 2026

c. Career and Technical Education - To move monies to pay for CHS CTSO minivan

d. Finance - To adjust budget for year-end cleanup

e. Student Services - Budget for donations received for student services

f. Career and Technical Education - Budget for training system for CHS automotive, STEM and PLTW

g. Finance - To correct budget amendment for new Parkview School construction from 6/6/24

2. General Purpose School Line Item Transfers - Fund 141

a. Special Education - To reallocate funds to meet actual expenditures

3. Federal Projects Budget Amendments - Fund 142

a. Federal Programs - This TN ALL Corps Amendment is needed to cover salaries in the 2023-2024 school year
b. Career and Technical Education - To move monies to pay for year-end in-direct costs
c. Federal Programs - This RSC Grant amendment is required in order to allocate funds accordingly

D. Approval of Out-of-County and Overnight Trip Reports (None Submitted)

E. Approval of Grant Report

F. Other

1. Approval to accept playground equipment project purchase from Prescott Middle School's PTO in the approximate amount of $49,771.74, as submitted.

2. Approval of the Medical, Dental and Vision Insurance Rates for the 2025 calendar year, as submitted.

3. Permission to reject all bids for the Cookeville High School Softball Hitting Facility project and to re-bid the project.

4. Approval of the FY2025 Consolidated Application, as submitted.

5. Approval to renew Title I Crate from 86 Technologies per BuyBoard contract #661-22 and quote in the amount of Eleven thousand dollars ($11,000.00) to be paid from Consolidated Administration budget line 142-72210-399-011.

6. Approval to enter into an agreement with J&B CounterTops, Cookeville, TN for the installation of solid surface countertops at Avery Trace Middle School in the amount of $12,147.60 to be paid for from 141-72620-399, as submitted.

7. Approval to enter into an agreement with Kone, Nashville, TN for the repair of the elevator (as noted in scope of work attached) on an emergency basis at Prescott South Middle School in the amount of $19,760.78 to be paid for from 141-72620-399, as submitted.

8. Approval of a $20.00 monthly stipend for cell phone usage for Extended Learning Program Coordinator, Brenda Hughett effective July 1, 2024, through June 30, 2025 (per policy 3.3001, use of Cellular Phones), as submitted to be paid from 141-73300-02003 and 142-73300-432.

9. Approval of the attached research request for Kudakwashe Mandebvu, a graduate assistant in curriculum and instruction at Tennessee Tech University. The purpose of the study is to explore preschool teachers' perceptions of self-efficacy as they deliver social emotional learning instruction to their preschool students.

10. Approval to amend the SY 24/25 and SY 25/26 calendars approved during the May 2, 2024, Board Meeting to show accurate End of 9 Weeks summaries. No changes to already approved Inservice days, school days, breaks, or holidays involved.

11. Approval of both the Agreement to Administer the School Nutrition Program and the Local Agriculture Products Compliance Plan for the School Year 24-25, due annually for School Nutrition Programs.

12. Approval of the Student Teacher Partnership Agreement between the Western Governors University and the Putnam County School System effective 7/1/24 - 6/30/25.

13. Approval of the Data Sharing Agreement in order for Putnam County Schools and Curriculum Associates to provide iReady Math and Reading student data (including assessment, instruction, demographic, and class schedule information) to Ellevation Education.

14. Approval of the Data Sharing Agreement in order for Putnam County Schools and Flashlight Learning to provide progress monitoring student data (including assessment, instruction, demographic, and class schedule information) to Curriculum Associates (Ellevation).

15. Approval to enter into an agreement with Volunteer State Community College, Gallatin, TN to provide dual enrollment and middle college courses for the Fall 2024-Spring 2025 school year, per student needs. To be paid from VITAL 141-71100-399-01501.

16. Consider approval for the School Nutrition Program to participate in the Community Eligibility Provision (CEP) for the SY 2024-2025: Avery Trace Middle, Baxter Primary, Burks Elementary, Cane Creek Elementary, Cornerstone Elementary, Jere Whitson Elementary, Monterey High, Northeast Elementary, Park View Elementary, Sycamore Elementary, Upperman Middle and White Plains Academy.

CEP is a universal meal plan under the National School Lunch Program (NSLP) permitting eligible districts and schools to provide meal service to all students a ton charge regardless of economic status (Section 104a of the Healthy, Hunger-Free Kids Act). Household information surveys will be encouraged as the socioeconomic data they contain help determine eligibility for other programs that help support students.

17. Approval to engage in a one-year contract with ParentSquare, Inc. for $69,912.50 for communication services which include website, two-way communication, mass communications, app, etc. for the 2024-2025 school year to be paid from, 141-72310-599.
18. Approval of the Athletic and Activity Supplement amounts and guidelines for the 2024-2025 school year.

19. Approval of the 2024-2025 Certified Salary Scales, as submitted.

20. Approval of Classification Charts and Pay Scales for both Hourly and Professional Non-certified Employees for the 2024-2025 school year.

21. Approval of the Substitute Teachers and Substitute SPED/Pre-K Assistant rates for the 2024-2025 school year.

22. Approval to renew subscription for Gaggle, a K-12 student digital safety platform, from 7/1/24 to 6/30/25, per contract #: Sevier County Schools - Contract 011522SCS from Central Technologies, Inc., Knoxville, TN, per attached quote # 020839 in the amount of $69,178.25 to be paid from: 141-71100-722-01607.

23. Approval to enter into an agreement with United Rentals, Cookeville, TN for the purchase of a scissor lift for system-wide use by the Facilities Department in the amount of $21,763.46 to be paid for from 141-72620-717.

24. Approval to renew subscription for Jamf Pro licenses, a Device Management platform for macOS computers, from Jamf, Inc., Minneapolis, MN, per quote # Q-912082 for the term of 7/21/24 to 7/20/25, in the amount of: $24,600.00, to be paid from: 141-71100-722-01607.

25. Approve adoption of a new Visitor's Code of Conduct for the Putnam County School System effective starting on July 1, 2024.

26. Approval of the agreement with Energy Systems Group to provide the final proposal and price for the Old Park View renovation by July 29, 2024.

Mr. **McCORMICK** seconded the motion. Motion carried.

Dr. **FRY** stated under Agenda Item VII., Policy; one policy was submitted. Mr. **McHENRY** made a motion to approve.

VI. Policy

A. Board Policy 3.404, Private Vehicles.

Mr. **McCORMICK** seconded the motion. Motion carried.

Ms. **CRAVENS** stated the Board would address Agenda Item VII.A., Early Registration and Enrollment Update presented by Mr. Chris Pierce, Attendance Supervisor.

Mr. **Pierce** stated:

- Approximately 730 students have pre-registered for Kindergarten for the 24/25 school year. Comparatively, the number of students that pre-registered for the 2023-24 school year was 783.

- On May 24, 2024, we had 886 kindergarten students in schools. The difference between that enrollment number and our 24/25 Pre-Registration enrollment of 730 is 156 students. We anticipate enrolling approximately 100-200 additional kindergarten students when the new school year begins so we may be right on the average.

- 60 students spread among 8 schools participated in the Priority 4 Kindergarten Lottery. After consulting with the Principals, Capshaw, Sycamore, and Baxter Primary schools required a drawing. There were 13 available spots filled at these schools via the random draws.

- 12 upcoming grade 1-4 elementary students were granted transfer during the Priority 4 Transfer Window that was offered in May. There were 44 seats available for transfer across the elementary school level at that time.

- Elementary schools were restricted to allowing any new enrollments to only Priorities 1 & 2 as of 4/23//24. Upperman Middle School was restricted to allow only Priorities 1&2 as well on 4/25/24 due to student-teacher ratios creeping toward state limits. Priority 1&2

students are those children of full-time PCSS employees, any students already enrolled in a building, and those students who live in a particular school's zone.

- Using PowerSchool's projected enrollment numbers for next year, no elementary school has a capacity number above 90% at this time (mainly 80%). However, our Pre-K enrollment numbers in schools are not at capacity and we know more Kindergarten enrollees and others will show up on July 31st and throughout the next school year.

Mr. **Pierce** made a suggestion to allow middle and high schools, except UMS, to remain open for enrollment to all 4 priorities until student-teacher ratios and building capacities reflect otherwise. Upperman Middle School was restricted to enrollment Priorities 1& 2 only going forward. All other middle and high schools revert to enrolling only Priority 1 & 2 students after the Registration Day on July 31 pending no other action this summer.

A motion to allow this suggestion was made by Mr. **McHENRY** and seconded by Ms. Jill **RAMSEY.** Motion carried.

Dr. **FRY** stated the Board would address Agenda Item VII.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:

- Run punch lists on 99% of the items and only a few things left
- Paving has been laid around back of the building and the front is next
- On track for completion before school starts

Mr. **Chamberlin** recommended payment of the Park View School Action Items, as submitted.

Dr. **FRY** stated the Board would address Agenda Item VII.B.1.a.(1.) -VII.B.1.a.(2.), Park View School Action Items.

ACTION: [VII.B.1.a.(1.) - VII.B.1.a.(2.)] Ms. **RAMSEY** made a motion to approve the following Park View Action Items, as submitted:

- VII.B.1.a.(1.) - To pay American Constructors, Inc. in the amount of $1,249,388.18 and Pinnacle Bank (retainage) in the amount of $57,361.91 for pay application #22 related to the Park View School project with $379,069.87 to be paid from the Putnam County Bond Issue and $927,680.22 to be paid from 141-76100-706-02504.

- VII.B.1.a.(2.) - To pay Upland Design Group, Inc. - Crossville, Tennessee, in the amount of $12,973.70 for architectural services for the Park View School project, to be paid from 141-76100-304-02504.

Mr. **McHENRY** seconded the motion. Motion carried.

Dr. **FRY** stated the Board would address Agenda Item VII.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:

- Recommended approval of the UHS Expansion Project Items

Dr. **FRY** stated the Board would address Agenda Item VII.B.2.a.(1.)- VII.B.2.a.(4.), UHS Expansion Project Action Items.

ACTION: [VII.B.2.a.(1.)- VII.B.2.a.(4.)] Mr. **McHENRY** made a motion to approve the following UHS Expansion Project Action Items, as submitted and as recommended by Kim Chamberlin, Upland Design Group – Crossville, Tennessee:

- VII.B.2.a.(1.) – To pay King Construction Group, Inc. in the amount of $25,294.70 and First Horizon Bank (retainage) in the amount of $1,331.30 for pay application #20 related to the Upperman High School Addition project to be paid from 142-76100-707-933 (ESSER 3.0)

- VII.B.2.a.(2.) – To pay Upland Design Group, Inc. - Crossville, Tennessee in the amount of $138.65 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).

- VII.B.2.a.(3.) – To release the final retainage to King Construction for the Upperman High School Expansion project in the amount of $101,194.59.

- VII.B.2.a.(4.) – To approve Change Order 001 to the King Construction contract for the Upperman High School expansion project to reduce the contract amount by $3,388.85.

Mr. **McCORMICK** seconded the motion. Motion carried.

Dr. **FRY** stated the Board would address Agenda Item VII.B.3.a.(1), Existing Park View Elementary School Update; and recognized John Magura, Maintenance Supervisor.

Mr. **Magura** recommended the Existing Park View Elementary School Action Item VII.B.3.a.(1.), as submitted.

ACTION: [(VII.B.3.a.(1.)] Mr. **McHENRY** made a motion to approve the following Existing Park View Elementary School Actions Item, as submitted and recommended by John Magura, Maintenance Supervisor:

- VIII.B.3.a.(1.) – To pay Southern Roofing of TN – Nashville, Tennessee in the amount of $34,314.72 and First National Bank (retainage) in the amount of $1,806.03 for pay application #7 related to the existing Park View Elementary School Roof Replacement Project to be paid from the 142-76100-707-933 (ESSER 3.0).

Mr. **McCORMICK** seconded the motion. Motion carried.

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

ACTION: (VIII.) Ms. **RAMSEY** made a motion to adjourn. Mr. **McHENRY** seconded the motion. Motion carried.

The Board adjourned 6:25 PM.

_____
Date

_____
Kim Cravens
Chair

_____
Corby King
Director of Schools

EXHIBIT
tabbies VA1
08-01-24

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:

Date: June 25, 2024

RE: Upperman High School Baseball Field

Account Funding Code (if appropriate)

__X__ Backup included

_____ Backup to follow

Agenda Item for August 1, 2024, Board meeting.

Requesting approval to contract with Turf Masters Landscape Management to sand, seed, and fertilize the Upperman High School baseball field for the amount of $22,600.

Supervisor 6/25/24 Date

Director of Schools Date

received
06-25-24 MT

Estimate

Turf Masters Landscape Management
PO Box 2129
Cookeville, TN 38502

Name/Address
Upperman High School 6950 Nashville Hwy Baxter, TN 38544

Date	Estimate No.	Project
06/21/24	2078	

Item	Description	Quantity	Cost	Total
Landscaping	Aeration, Overseeding, and Fertilizing the UHS Baseball field. 1200 lbs of perennial ryegrass, 800 lbs of 21-8-12 slow release fertilizer. Labor included. (Fall)	1	6,460.00	6,460.00
Landscaping	120 Tons silica sand (golf sand) for top dressing. 6 loads @ (sand $23.00 per ton and $300.00 delivery per load) $875.00 per load = $5250.00, Labor for top dressing $2820.00 (Summer & Fall)	2	8,070.00	16,140.00
	This will be the Final treatment to be paid by the PCSS Board, as agreed. 6/25/24			
			Total	$22,600.00

EXHIBIT
tabbies VA2
08-01-24

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:

Date: 6.18.24

RE: Navigate360 Renewal

Account Funding Code (if appropriate)

__X__Backup included

_____ Backup to follow

Agenda Item for August 8, 2024 Board meeting.

Please consider the renewal of the subscription to Navigate360 in the amount of $24,405.44 to be paid from General Purpose funds. Navigate360 is an online platform that is used for school safety drills and safety plan documentation, emergency notifications, and student attendance accountability during drills or emergencies.

_____ 6/18/24
Supervisor Date

_____
Director of Schools Date

received
06-18-24 MT

INVOICE

Navigate360
Building safer tomorrows.

Date:08/01/2024
Invoice #: INV-26839

Navigate360, LLC
PO Box 933402
Cleveland, OH 44193
ar@navigate360.com

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

Ship To
Putnam Co School District
1400 E SPRING ST
COOKEVILLE, TN 38506

Contract Start Date: 08/01/2024
Contract End Date: 07/31/2025

Message	Payment Terms	Due Date	Purchase Order
	Net 30	08/31/2024	Contract

Item Name	Description	Qty	Unit Price	Line Total
Emergency Management Suite Subscription - per Student	Emergency Management Suite Platform subscription with full unlimited access to all users.	1	22,726.580000	$22,726.58
			Subtotal	$22,726.58
			Sales Tax	$1,678.86
			Total	$24,405.44
			Amount Paid:	$0.00
			Amount Due:	**$24,405.44**



To pay your invoice click here: https://checkout-v5.paystand.com/?publishableKey=7axwnld9juwujqv7fg377jl6&viewCheckout=portal-medium&module=si_salesOrder&extSalesOrderId=140933

PREFERRED Payment Method: ACH/Wire
Bank Name: PNC Bank
PNC Routing Number: 041000124
Account Number: 4273496353

Make Checks Payable to: Navigate360, LLC
Remit to: PO Box 933402, Cleveland, OH 44193

For billing questions, please email: ar@navigate360.com

To download a copy of our W-9, please visit www.navigate360.com/W9

EXHIBIT
tabbies
VA3
08-01-24

Board Agenda Request
For August 1, 2024 Meeting

Date 07/11/2024

Department CTE

Person Submitting Jackie Vester

Account Number (if appropriate) 142-71300-730-804

Check one:

___X__ Backup included

_____ Backup to follow

Statement to be included in Board Agenda Packet:

Approval of the purchase of 26 Dell Latitude 7650 laptops for UHS Business, Marketing and Management classes from vendor Dell - Round Rock, TX, in the amount of $29,823.56 to be paid by Perkins Basic grant funds.

received
07-11-24 MT



DELL Technologies

Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Jul. 14, 2024**.

You can download a copy of this quote during checkout.

Place your order

Quote Name:	**Park View ES_Bookkeeper PC Quote 1/2**
Quote No.	**3000177917792.1**
Total	**$29,823.56**
Customer #	530003967708
Quoted On	Jun. 14, 2024
Expires by	Jul. 14, 2024
Contract Name	Dell Midwestern Higher Education Compact (MHEC) Master Agreement
Contract Code	C000000979569
Customer Agreement #	MHEC-04152022
Deal ID	26342825

Sales Rep	JOSEPH MCCONNELL
Phone	(800) 456-3355, 18009993355
Email	Joseph_Mcconnell@Dell.Com
Billing To	ACCOUNTS RECIEVABLE PUTNAM CO BOARD OF ED-CENTRAL 1400 E SPRING ST COOKEVILLE, TN 38506-4357

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
JOSEPH MCCONNELL

Shipping Group

Shipping To

SMITH ANGIE
PUTNAM CO BOARD OF ED-CENTRAL
240 RAIDER DR
COOKEVILLE, TN 38501-4553
(931) 526-9777

Shipping Method

Standard Delivery Free Cost

Product	Unit Price	Quantity	Subtotal
Dell Latitude 7650	**$1,147.06**	**26**	**$29,823.56**

Dell Marketing LP (U.S. only) Dell Marketing LP is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	**$29,823.56**
Shipping:	**$0.00**
Non-Taxable Amount:	**$29,823.56**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$29,823.56**

License Subtotal for Commitment Term: $0.00
*Excludes Taxes



Shipping Group Details

Shipping To

SMITH ANGIE
PUTNAM CO BOARD OF ED-CENTRAL
240 RAIDER DR
COOKEVILLE, TN 38501-4553
(931) 526-9777

Shipping Method

Standard Delivery Free Cost

	Unit Price	Quantity	Subtotal
Dell Latitude 7650 Estimated delivery if purchased today: Jul. 05, 2024 Contract # C000000979569 Customer Agreement # MHEC-04152022	**$1,147.06**	**26**	**$29,823.56**

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 7650 XCTO	210-BLQN	-	26	-
Intel Core Ultra 7 155U (12MB cache, 12 cores, 14 threads, up to 4.8 GHz Max Turbo)	379-BFPY	-	26	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	26	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	26	-
16 GB: LPDDR5x, 6400 MT/s (onboard)	370-BBYW	-	26	-
Integrated Intel® graphics, Core™ Ultra 7 155U non-vPRO Processor, 16 GB LPDDR5x Memory	338-CNZW	-	26	-
Intel vPRO Enterprise Management Disabled	631-BBRT	-	26	-
1 TB, M.2 2230, TLC PCIe Gen 4 NVMe, SSD	400-BRPD	-	26	-
Laptop 16.0" FHD+ (1920x1200), IPS, AG No-Touch, 250 nits, FHD Cam, WLAN, Aluminum	391-BJHS	-	26	-
Fingerprint Reader, WLAN, Aluminum	338-CPKG	-	26	-
FHD HDR RGB Camera, TNR, Camera Shutter, Microphone	319-BBKK	-	26	-
English US battery-saving mini LED backlit AI hotkey keyboard, 79-key	583-BLLS	-	26	-
Intel BE200 WLAN Driver	555-BKWJ	-	26	-
Intel BE200 Wi-Fi 7 2x2, Bluetooth 5.4 Technology, Wireless Card	555-BKRH	-	26	-
3-cell, 57 Wh, Express Charge Capable, Express Charge Boost Capable	451-BDBU	-	26	-
65W AC adapter, USB Type-C, EcoDesign	492-BDMN	-	26	-
E4 Power Cord 1M for US	537-BBDO	-	26	-
Quick setup guide	340-DMVS	-	26	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	26	-
ENERGY STAR Qualified	387-BBLW	-	26	-
Custom Configuration	817-BBBB	-	26	-
Dell Additional Software	658-BFQB	-	26	-
Latitude 7650 Laptop Mix Model, 65W	328-BGJP	-	26	-
Intel Core Ultra 7 Non-vPro Label	340-DMQL	-	26	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	26	-

Dell Marketing LP. U.S. only. Dell Marketing LP is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Aluminum Chassis WLAN Laptop	321-BKVR	-	26	-
Intel Responsiveness Technologies Driver	409-BCXR	-	26	-
Onsite/In-Home Service After Remote Diagnosis 3 Years	804-2166	-	26	-
Dell Limited Hardware Warranty Plus Service	804-2167	-	26	-

Subtotal:	**$29,823.56**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$29,823.56**

Dell Marketing LP U S only Dell Marketing LP is located at One Dell Way Mail Stop 8129, Round Rock, TX 78682

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Dell Marketing LP. U.S. only. Dell Marketing LP is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

EXHIBIT
tabbies
VA4
08-01-24

Putnam County Board of Education Agenda Requests
(See attached calendar for deadlines)

Date_____ 8/1/2024

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 payment to Tennessee Tech University – Cookeville, Tennessee for State of Tennessee reimbursement for Pre-K between April 1, 2024 and June 30, 2024 in the amount of $12,737.17 to be paid from 141-73400-399-01604, Other Contracted Service.

received
07-15-24 MT

TENNESSEE TECHNOLOGICAL UNIVERSITY
INVOICE

TO: Attn: Candice Waites
Putnam County Schools
1400 East Spring Street
Cookeville, TN 38506
cwaites@pcsstn.com

Invoice No. 13909
Invoice Date: 7/2/2024
Payment Terms: net 30 days

FOR: PCS TN ECE Pilot 23 24
TTU reference number: 534437 / 231055 / 2324G0004

	DESCRIPTION	AMOUNT DUE
04/01/24 Thru 06/30/24	See attached financial Report	12,737.17
	Tara Lytle Assistant Director of Grant Accounting 931-372-3026	
	TOTAL AMOUNT DUE	$12,737.17

MAKE CHECK PAYABLE TO:
Tennessee Tech University
Vice President for Planning & Finance
P.O. Box 5037
Cookeville, TN 38505

EXHIBIT
tabbies
VA5
08-01-24

DEPARTMENT OF EDUCATION
PUTNAM COUNTY
SCHOOL NUTRITION PROGRAM

3860 Phifer Mountain Road
COOKEVILLE, TN 38506
PHONE: (931) 528-1847
FAX: (931) 520-2022

Putnam County Board of Education
Agenda Request

Name of Person Making Request: Jennifer Mitchell

Department: School Nutrition

Phone Number of Person Making Request: 931-528-1847 x1214

Account Funding Code (if appropriate): 143 E 73100 710
__X__Backup included
_____Backup- to follow

Request Board of Education approval for the following:

Approval of the emergency purchase of a condenser unit for CHS freezer for a total cost of $11,065.12, from United Refrigeration, Inc. This unit expired and needs replacing before the beginning of school. To be paid from fund 143.

Jennifer Mitchell, SNP Supervisor — 7.15.24
Signature of Person Making Request — Date

Signature of Director of Schools — Date

received
07-16-24 mt

UNITED REFRIGERATION INC.

QUOTE

Order #	97395956-00
Terms	1% 10th prox, Net 30 prox
Customer P/O	4 HP LOW TEMP

Bill To: **11303015**
PUTNAM CO - Child Nutrition
3860 PHIFER MOUNTAIN RD
COOKEVILLE, TN 38506-6938

Ship To
PUTNAM CO - Child Nutrition
3860 PHIFER MOUNTAIN RD
COOKEVILLE, TN 38506-6938

Branch:
UNITED REFRIGERATION INC
1060 WILLOW IND CT. STE. D
COOKEVILLE, TN 38501-4137
(931)526-6138 FAX#: (931)526-6928
branch548@uri.com

Cust#:	11303015	Order Date:	07/15/24	Whse:	548	Taken By:	DB4	Sales out:	548a

Special Instructions: Ref:

Ln#	Product And Description	Quantity Ordered	Quantity B.O.	Quantity Shipped	Qty. UM	Unit Price	Amount (Net)
2	**TEZA075L8HT3DF**	**1**			ea	**11065.12**	**11065.12**

TRENTON SCROLL C/U L/T 7.5HP MULTIREF 208-230
Standard features include:
Liquid Line Filter Drier Sight Glass & Electric Defrost Kit
Weatherproof control box with contactor & fused cntl circuit
Welded-hermetic Scroll compressor.
High efficiency enhanced tube and fin condenser design
Energy efficient PSC condenser fan motor
Receiver with fusible plug and liquid shut off valve
Suction service valve
Fixed high and low pressure control with flex hose
Painted weather-resistant housing with removable hood
Flooded head pressure control (non-adjustable)
Crankcase heater
Capacity @ -20F SST / 95F Ambient: 27800 BTUH R404A
Capacity @ -20F SST / 95F Ambient: 25900 BTUH R448A
Voltage: 208-230/3/60
Minimum Circuit Ampacity: 35.5
Receiver capacity 90%: 30.0 LBS R404A
Connections: 5/8 Liquid, 1-3/8 Suction
Dimensions: 52-1/8" W x 35-7/8" D x41-7/8" H
Shipping Weight: 495 lbs
Compressor Model: ZF25K4ETF5

1 *Lines Total*

Total	11065.12
Invoice Total	11065.12

*** NOT AN INVOICE OR RECEIPT ***

** This Quote Will Expire On: 08/14/24 **
Quotations are based on the information provided to us which may or may not have been complete. Customer is responsible for reviewing this quotation for exclusions, deviations and any improper information supplied to us.
**********Subject to Credit Approval**********

All sales are covered by United Refrigeration Inc's standard terms and conditions of sale which can be found at www.uri.com/termsofsale

EXHIBIT
tabbies
VA6
08-01-24

PCSS Board Agenda Request

Date: July 16, 2024

Department: VITAL-Teaching and Learning

Person Submitting: Sam Brooks

Account Number (if appropriate)

___X___ Backup included

_____ Backup to follow

Statement to be included in Board Agenda Packet:
Request approval of the Imagine Learning/Edgenuity Services Agreement between Imagine Learning Inc. - Scottsdale, Arizona, and Putnam County School System for professional services, as submitted for the 2024-2025 school year to be paid from General Funds in cooperation with The Interlocal Purchasing System (TIPS) agreement for a total of $95,565.14

received
07-16-24 AM

imagine learning

Price Quote

100 S. Mill Ave
Suite 1700
Tempe, AZ 85281
877-725-4257

Date	6/18/2024
Quote No.	Q-63056
Acct. No.	12217107
Total	97,565.14
Pricing Expires	12/14/2024

Putnam County School District
1400 E Spring St
Cookeville TN 38506
United States

Payment Term	Contract Start	Contract End
Net 30	9/1/2024	8/31/2025

Site	Description	End Date	Qty	Amount
Putnam County School District				
	Edgenuity Academic Integrity	08/31/2025	1	2,827.02
	PD Webinar Session (CW-SUPP)	08/31/2025	1	504.22
Avery Trace Middle School				
	Edgenuity 6-8 Comprehensive Site License	08/31/2025	1	8,874.28
Prescott South Middle School				
	Edgenuity 6-8 Comprehensive Site License	08/31/2025	1	8,874.28
Upperman Middle School				
	Edgenuity 6-8 Comprehensive Site License	08/31/2025	1	8,874.28
Algood Middle School				
	Edgenuity 6-8 Comprehensive Site License	08/31/2025	1	8,874.29
Cookeville High School				
	Imagine EdgeEX with Edgenuity 9-12 Comprehensive Site License	08/31/2025	1	16,269.52
	Edgenuity Enhanced CTE Site License	08/31/2025	1	3,327.86
Vital Program				
	Imagine EdgeEX with Edgenuity 9-12 Comprehensive Site License	08/31/2025	1	5,287.59
	Edgenuity Enhanced CTE Site License	08/31/2025	1	924.40
Monterey High School				
	Imagine EdgeEX with Edgenuity 9-12 Comprehensive Site License	08/31/2025	1	13,015.61
	Edgenuity Enhanced CTE Site License	08/31/2025	1	2,311.13
Upperman High School				
	Imagine EdgeEX with Edgenuity 9-12 Comprehensive Site License	08/31/2025	1	14,642.57
	Edgenuity Enhanced CTE Site License	08/31/2025	1	2,958.09

Discount	46,179.55
Subtotal	97,565.14
Tax Total	0.00
Total	97,565.14

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions . These Terms and Conditions are available at www.imaginelearning.com/standard-terms-and-conditions, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

Putnam County School District

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Nancy Smith
Account Executive -
nancy.smith@imaginelearning.com
imaginethefutureoflearning.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

EXHIBIT
tabbies
VA 8
08-01-24

PCSS Board Agenda Request

Date: July 16, 2024

Department: VITAL-Teaching and Learning

Person Submitting: Sam Brooks

Account Number (if appropriate) 141-71100-399-01501

___X___ Backup included

_____ Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval of the Instructure Services Agreement between Instructure, Inc. - Salt Lake City, Utah, and the Putnam County School System for professional services, as submitted for the 2024-2025 school year to be paid from General Funds in cooperation with the National IPA #R150702 agreement for a total of $28,700.

received
07-16-24 MT

INSTRUCTURE

Services Order Form

Order #: Q-342151-1
Date: 2024-03-01
Offer Valid Through: 2024-06-17

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Putnam Co School District - TN

Address: 1400 E Spring St
City: Cookeville
State/Province: Tennessee
Zip/Postal Code: 38506
Country: United States

Order Information
Billing Frequency: Annually Upfront Upon Start Date
Payment Terms: Net 30

Billing Contact

Name: _____
Email: _____
Phone: _____

Primary Contact

Name: Sam Brooks
Email: brookss4@pcsstn.com
Phone: +1 931 260 7873

Billing Frequency Term:
Non-recurring items will be invoiced upon signing. Recurring items will be invoiced on the subscription start date.

Year 1

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas LMS Cloud Subscription	2024-07-01	2025-06-30	User	5,000	USD 5.74	USD 28,700.00
Recurring Sub-Total						USD 28,700.00
Year 1 Total						USD 28,700.00
						Grand Total: USD 28,700.00

Deliverable	Description	Expiration	Qty
Canvas LMS Cloud Subscription	Canvas LMS - K-12 Subscription (by user)	N/A	5,000

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

Metrics and Descriptions:

User: User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

Product	Description
Canvas LMS Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/ Seat) multimedia storage. Additional multimedia storage can be purchased for USD $1.00 per 1GB per year.

Duration: The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

Miscellaneous: Instructure's support terms are available as follows:
Canvas & Catalog: https://www.instructure.com/canvas/support-terms
Portfolium: https://portfolium.com/support-terms
MasteryConnect: https://www.masteryconnect.com/support/

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

In the event that Customer fails to execute this Order Form prior to the Start Date listed above, all fees shall become due payable upon Customer's receipt of an invoice.

Terms and Conditions
This Order Form shall be governed by the Master Terms and Conditions which can be found here:
https://www.instructure.com/policies/master-terms-and-conditions

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

The parties agreement with regards to Instructure's processing of personal data or personally identifiable information can be found at: https://www.instructure.com/policies/data-processing

Auto Renewal Terms
Recurring items on this Order Form (other than any 3rd Party Products) shall automatically renew for succeeding terms of 12 month duration at an annual price increase of 10% unless either party gives the other party 60 days' written notice of its intent not to renew prior to the expiration of the then-current term.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form? Please Enter (Yes or No): _____ If yes, please enter PO Number: _____	Check here if your company is exempt from US state sales tax : _____ *Please email all US state sales tax exemption certifications to ar@instructure.com*

Customer purchasing documentation, such as Purchase Orders, shall only be used as proof of acceptance of the Order Form referenced therein, and the associated Master Terms and Conditions. Any terms and conditions included in any such Customer purchasing documentation are hereby expressly disclaimed by Instructure, shall be void and of no effect, and shall in all cases be superseded by the applicable Master Terms and Conditions.

By executing this Order Form, each party agrees to be legally bound by this Order Form.

Putnam Co School District - TN

Signature: _____

Name: _____

Title: _____

Date: _____

Instructure, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT
tabbies
VA9
08-01-24

PCSS Board Agenda Request

Date: July 16, 2024

Department: VITAL-Teaching and Learning

Person Submitting: Sam Brooks

Account Number (if appropriate) 141-71100-399-01501

___X___ Backup included

_____ Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval of the WeVideo Inc. Agreement between WeVideo Inc. - Mountain View, CA. and Putnam County School System for professional services, as submitted for the 2024-2025 school year to be paid from General Funds for a total of $10,369.34

received
07-16-24 MT

wevideo

Price Quote/Proposal

Date: 7/16/2024 13:57:13
Number: WVS-1335969

Remit Payment To:
WeVideo, Inc.
P.O. Box 103175
Pasadena, CA 91189-3175
Fax: 408-819-9441

Customer Information:
Sam Brooks
Supervisor of Personalized Learning
Putnam County School District
1400 East Spring St
Cookeville, Tennessee 38506

Expires: 8/23/2024
Contact: Justin Colvin
Customer Success Manager
jcolvin@wevideo.com

Notes:

Putnam County School District is presented with the following WeVideo for Schools subscription price proposal. With this agreement, Putnam County School District is guaranteed the price below and is protected from annual price increases for the term of the agreement they choose. Upon receipt of this signed document and a district purchase order, Putnam County School District receives 100% of purchased capacity. This offer is contingent on the signed acceptance of this proposal, which constitutes a commitment to pay for the subscription term chosen by Putnam County School District below:

	Product/Description			Total Extended Price
2800 users	WeVideo for Schools Annual Subscription *without* Interactivity			$10,369.34

Subtotal	$10,369.34
Tax (exempt?)	
Total	$10,369.34

Prices are stated exclusive of all taxes. Add applicable sales tax to your purchase order, or provide note of exemption
Quote is valid for terms as stated above and below
All prices in US Dollars ($)

SECTION I - Term Length and Billing Options (CHECK ONE):

[X]	Purchase 12 months from 08/31/2024 to 08/30/2025 prepaid	$10,369.34
[ ]	Purchase 24 months from 08/31/2024 to 08/30/2026 prepaid	$20,738.68
[ ]	Purchase 24 months from 08/31/2024 to 08/30/2026 billed annually	$10,369.34
[ ]	Purchase 36 months from 08/31/2024 to 08/30/2027 prepaid	$31,108.01
[ ]	Purchase 36 months from 08/31/2024 to 08/30/2027 billed annually	$10,369.34
[ ]	Purchase 48 months from 08/31/2024 to 08/30/2028 prepaid	$41,477.35
[ ]	Purchase 48 months from 08/31/2024 to 08/30/2028 billed annually	$10,369.34
[ ]	Purchase 60 months from 08/31/2024 to 08/30/2029 prepaid	$51,846.69
[ ]	Purchase 60 months from 08/31/2024 to 08/30/2029 billed annually	$10,369.34

SECTION II - Purchase Order Requirement (CHECK ONE):

[ ] Yes, a Purchase Order is required to invoice our school or district. Please return a copy of your PO with this signed quote.

[ ] No, this signed quote is sufficient to invoice my school or district (invoice provides information for credit card payment).

Proprietary & Confidential © 2024 All Rights Reserved

wevideo

Price Quote/Proposal

Date: 7/16/2024 13:57:13
Number: WVS-1335969

School/District: Putnam County School District
Contact: Sam Brooks

SECTION III - COMPLETE **ALL** FIELDS: **REQUIRED IN ORDER TO PROVISION THE LICENSE AND CREATE THE ACCOUNT**

SUBSCRIPTION ASSIGNMENT (WeVideo account admin at school/district)
This is the person to whom the account will be provisioned and will be the active license manager.

School/district name: Putnam County School District

Account admin/owner who will log-in/manage the account on a daily basis

Admin/Owner First Name: Sam
Admin/Owner Last Name: Brooks
Admin/Owner Email: brookss4@pcsstn.com
Job Title/Role: Future Ready Supervisor
Phone Number: 931-260-7873

BILLING INFORMATION

Accounts Payable Contact First Name: Same
Accounts Payable Contact Last Name:
Accounts Payable Email:
Accounts Payable Phone Number:

PROPOSAL ACCEPTANCE
School or district purchase approver

The Parties acknowledge and agree that this Quote is subject to, and governed by, the WeVideo Services Agreement entered into by and between the Parties on or about 8/31/2024 ("WeVideo Services Agreement"). The WeVideo Services Agreement is incorporated herein by reference. To accept this offer, please complete sections 1 through 3 above, sign and date here, where it says (Proposal Acceptance.) Submit directly via fax or email to sales representative listed above, or to po@wevideo.com or fax to 408-819-9441. Upon acceptance, the entitlements described herein will be made available within 7 days from receipt of this document. You will be invoiced for the total price set forth above once the provisioning process has completed. By signing, you agree to pay amount on this quote when invoiced. TERMS: Net 30 days, subject to credit approval. All prices are quoted in U.S. dollars and are exclusive of all taxes and duties imposed by any governmental authority.

Signature _____ Date _____

Print Name _____

Print Title _____

Proprietary & Confidential © 2024 All Rights Reserved

EXHIBIT
tabbies
VA10
08-01-24

PCSS Board Agenda Request

Date: July 16, 2024

Department: VITAL-Teaching and Learning

Person Submitting: Sam Brooks

Account Number (if appropriate) 141-71100-399-01501

___X___ Backup included

_____ Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval of the CEV Multimedia Services Agreement between CEV Multimedia, LLC. - Lubbock, TX. 79404 and the Putnam County School System for professional services, as submitted for the 2024-2025 school year to be paid from General Funds of $48,000.00.

received
07-16-24 MT

Quote: Q-35156
Today's Date: 1/26/2024
Start Date: 3/1/2024
End Date:

CEV Multimedia, LLC
1020 SE Loop 289
Lubbock, TX 79404
Phone 800/922-9965 * 806/745-8820
Fax 800/243-6398 * 806/745-5300
E-Mail customersupport@icevonline.com

BILL TO
Putnam County School System - TN
1400 East Spring Street
Cookeville, Tennessee 38506

SHIP TO
Putnam County School System - TN
Jaclyn Vester

Purchase Order No.	Customer ID	Salesperson ID	Territory ID	Payment Terms
Pending	PUTN0004	TN02	iCEV-CTE	Net 30

Qty	Item #	Description	Term	Ext. Price
1,200	800-000	TN - Certification Vouchers		$48,000.00
			TOTAL:	$48,000.00

iCEVonline.com CANCELLATION & REFUND POLICY
No charge for cancellation within 30 days of receipt of purchase order.
No cancellation or refund after 30 days of receipt of purchase order.

Quote valid for 90 days

Here's to the power of unlocked potential.

Sole Source Affidavit

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Website: www.icevonline.com
E-mail: accounting@icevonline.com

Orders: e-mail customersupport@icevonline.com

Authorized Signature: _____ Printed Name: Bryce Moore

SUBSCRIBED AND SWORN to before me on this 2nd day of February 2023

Notary Public, State of Texas

Signature

4/13/27
Date Commission Expires

CHERYL R. FINKBONE
Notary Public, State of Texas
Comm. Expires 04-13-2027
Notary ID 12607668

EXHIBIT
tabbies
VA11
08-01-24

PCSS Board Agenda Request

Date: July 16, 2024

Department: Future Ready VITAL-Teaching and Learning

Person Submitting: Sam Brooks

Account Number (if appropriate) 141-71100-729-01501

___X___ Backup included

_____ Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval to purchase multimedia accessories for the CO board room from Howard Technology Solutions in the amount not to exceed $12,000 paid from VITAL: 141-71100-729-01501.

received
07-16-24 MT

36 Howard Drive·Ellisville, MS 39437
P.O. Box 1590·Laurel, MS 39441

HOWARD TECHNOLOGY SOLUTIONS
A Division of Howard Industries, Inc.
www.Howard.com

888.912.3151 general·601.399.5077 fax
888.323.3151 technical support

Online Quotation

Quote No:	CH5 1398077.00	**Quote Date:**	May 03, 2024
Customer Name:	Sam Brooks	**Phone Number:**	9315202100
Company Name:	Putnam County Schools	**Fax Number:**	9315202100
Quote Name:	OPP-024246 Philips Q-Line Panels Update with Installation		

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	Philips 98BDL3650Q - 98' Diagonal Class (97.5' viewable) - Q-Line LED-backlit LCD display - digital signage - 4K UHD (2160p) 3840 x 2160 - Direct LED **MPN:** 98BDL3650Q/00	2	$2,430.00	$4,860.00
2:	Philips 75BDL3650Q - 75' Diagonal Class (74.5' viewable) - Q-Line LED-backlit LCD display - digital signage - 4K UHD (2160p) 3840 x 2160 - Direct LED **MPN:** 75BDL3650Q/00	3	$828.00	$2,484.00
3:	Philips 65BDL3650Q - 65' Diagonal Class (64.5' viewable) - Q-Line LED-backlit LCD display - digital signage - 4K UHD (2160p) 3840 x 2160 - Direct LED **MPN:** 65BDL3650Q/00	1	$570.00	$570.00
4:	Philips 55BDL3650Q - 55' Diagonal Class (54.6' viewable) - Q-Line LED-backlit LCD display - digital signage - 4K UHD (2160p) 3840 x 2160 - Direct LED **MPN:** 55BDL3650Q/00	1	$425.00	$425.00
5:	Kanto PT300 - Mounting kit - for LCD TV - black - screen size: 32'-90' - wall-mountable **MPN:** PT300	5	$60.00	$300.00
6:	Peerless SmartMount Universal Tilt Wall Mount ST680 - Mounting kit (wall plate, tilt bracket, security fasteners) - for flat panel - black - screen size: 60' - 98', 350Lb Rated **MPN:** ST680	2	$155.00	$310.00
			Sub-Total:	$8,949.00
			Shipping & Handling:	Included
			Taxes:	Tax Exempt
			Total for Item 1:	$8,949.00

This Quote will expire on June 02, 2024.
Please include your Quote Number on your Purchase Order.

Item 2

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	Installation of Wall Mounts and Hanging of Panels for 2 each - 98' Philips, 3 each - 75' Philips, 1 each - 65' Philips, 1 each - 55' Philips Display Panels **MPN:** OPP-024246 Labor	1	$2,300.00	$2,300.00
			Sub-Total:	$2,300.00
			Shipping & Handling:	Included
			Taxes:	Tax Exempt
			Total for Item 2:	$2,300.00

This Quote will expire on June 02, 2024.
Please include your Quote Number on your Purchase Order.

Total for all pre-configured items

Sub-Total:	**$11,249.00**
Shipping & Handling :	**Included**
Taxes:	**Tax Exempt**
Total:	**$11,249.00**

Notes:

THIS QUOTATION IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, PURCHASER'S ACCEPTANCE OF THE TERMS HEREIN AND ACCEPTANCE OF HOWARD'S GENERAL TERMS AND CONDITIONS OF SALE (LOCATED AT: https://www.howardcomputers.com/info/termsofsale.cfm), WHICH ARE FULLY ADOPTED AND INCORPORATED HEREIN BY REFERENCE. PURCHASER'S SUBMISSION OF A PURCHASE ORDER PURSUANT TO THIS QUOTATION CONSTITUTES PURCHASER'S ACCEPTANCE OF AND AGREEMENT WITH HOWARD'S GENERAL TERMS AND CONDTIONS OF SALE. HOWARD OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS. A COPY OF THE ABOVE- REFERENCED GENERAL TERMS AND CONDITIONS OF SALE MAY ALSO BE OBTAINED BY CALLING 1-888-912-3151 OR EMAILING webmaster@howardcomputers.com.

Howard's product warranties, return policies and related information are also available at https://www.howardcomputers.com/support/warranties.cfm and https://www.howardcomputers.com/support/returnpolicy.cfm, or may be obtained by calling 1-888-912-3151 or emailing webmaster@howardcomputers.com.

Statement of Work

June 28, 2024 This document expires in 120 days.

This Statement of Work (this "**SOW**") sets forth the scope and certain responsibilities of Howard Technology Solutions, a division of Howard Industries, Inc., ("**HTS**") and **Putnam County TN Schools** ("**Customer**") in connection with the following project (the "**Project**"):

Project Name/Description:	OPP #:	Quote #:
Phillips Installs	OPP-024246	CH5 1398077.00

In consideration of the mutual covenants and promises set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to the following scope and other related terms in connection with the Project:

Summary Statement of Work:

<Special Notes and Assumptions>

HTS is not providing any cabling or cable pathways as part of this installation.

A 120-volt outlet will be required at each display location. This outlet will be provided by the customer.

Scope:

1. Installation of (2) 98" Phillips Displays on fixed Kanto ST60 Mounts
2. Installation of (3) 75" Phillips Displays on fixed Kanto PT30 Mounts
3. Installation of (1) 65" Phillips Displays on fixed Kanto PT30 Mounts
4. Installation of (1) 55" Phillips Displays on fixed Kanto PT30 Mounts

Programming:

None

Customer Responsibilities

- Receive all equipment delivered to Customer. All displays and TV's must be checked for damage at the time of delivery. Any other obviously damaged boxes should be opened and contents inspected for damage at time of delivery. Any damage must be reported to the carrier and to HTS immediately. Customer is responsible for full replacement cost of any damaged equipment Customer accepts for delivery without conducting the timely inspection described above.
- Provide power in all locations specified by HTS before the HTS-assigned AV engineers arrive on site for installation, to include camera locations, flat screen locations, and rack locations.
- Provide network drops in all locations specified by HTS before the AV engineers arrive on site for installation, if applicable.

- Provide access times and room scheduling to HTS before the AV Engineers arrive on site and ensure accessibility of the necessary locations while installation is being performed.
- Provide a Point of Contact for the HTS-assigned Project Manager to report to about any possible issues which may arise as well as progress on the installation.
- Deliver equipment to the buildings in which it will be installed before the AV engineers arrive on site.
- Provide a location at each building for all trash and boxes to be taken after installation is complete.
- Respond to additional requests for information and assistance as HTS or its contractors may reasonably request to be able to complete the work.

HTS Responsibilities

- HTS-assigned AV project management will typically arrive on site by 8-10 am of the first day of scheduled installation. Upon arrival, the AV projector manager will:
  - Check-in with Customer-assigned Point of Contact.
  - Have an equipment list and Statement of Work in hand.
  - Answer any questions the Customer Point of Contact may have about the installation.
  - Locate and verify that all applicable equipment is on site and in the proper location(s).
  - Document any missing, damaged or invalid equipment.

- As the work progresses, the AV project management will:
  - Manage all cabling in a neat and organized fashion.
  - Ensure that the installed equipment in each room (to include all audio equipment, projectors, switchers and distribution amplifiers) is adjusted and working properly.

- Upon completion, the AV project management will:
  - Inform the Customer-assigned Point of Contact
  - Provide basic training to Customer on proper usage of the room and systems.
    - If additional training is desired, then the customer need to reach out to HTS sales for a quote for the additional training.
  - Answer any questions Customer may have about operation of the equipment
  - Ensure that the overall function of the rooms and systems is up to Customer's expectations
  - Remove all boxes and trash and debris associated with the installation to the location provided by Customer
  - Have sign-off sheet signed by Customer, acknowledging completion and departure time.

Post-Installation

- Complimentary 90-Day Warranty-Related Assistance:
  - While HTS does not warrant third-party products, HTS will, for a period of **90 days** after installation, assist the Customer with any performance issues which may arise with the equipment and any related warranty claim during such period, without any additional charge. During this limited time period, HTS will, for example, assist Customer in diagnosing functionality problems with the newly-installed equipment and, if appropriate, assist Customer in submitting warranty or other similar claims to the manufacturer of the defective equipment under the manufacturer's warranty. The viability of any warranty claim Customer may have will be dependent upon Customer meeting the criteria of the manufacturer's warranty terms, as to which Customer will be solely responsible.
  - The complimentary 90-day warranty-related assistance includes labor but does not include the payment of any costs or expenses. For example, shipping charges when shipping defective equipment to/from the manufacturer, and any other costs or expenses incurred, will be Customer's sole responsibility.
    - After 90 days, labor costs may be charged for time spent assisting Customer with warranty or any other equipment-related issues, unless an optional *Standard Service Contract* has been purchased (see below).

- *Standard Service Contracts*:
  - HTS offers a 12-month "*Standard Service Contract*" which covers labor, as well as costs and expenses, associated with assisting Customer with manufacturer warranty claims during its term.
  - Ask your HTS representative for more information about our *Standard Service Contracts*, including pricing.

General

- HTS will provide proof of worker's compensation, commercial general liability, and automobile liability insurance coverage upon request.
- Payment terms for the products and services provided to Customer hereunder are as set forth in the separate Payment Agreement executed by the parties.

IN WITNESS WHEREOF, the undersigned do hereby execute this Statement of Work as duly authorized officials of the respective parties hereto, as of the dates recorded below:

Customer:

By: Sam J. Brooks
(Signature)
Name: Sam J. Brooks
(Print)
Title: Future Ready Supervisor
Date: 7/16/24

Howard Technology Solutions, a division of Howard Industries, Inc.

By: _____
(Signature)
Name: Eric Smith
(Print)
Title: AV Presales Design Engineer
Date: June 28th, 2024

June 28, 2024 This document expires in 120 days.

File Name: SOW FINAL V1 OPP 024246 Phillips Installs 20240628 ES

EXHIBIT
tabbies
VA 12
08-01-24

PCSS Board Agenda Request

Date: July 18, 2024

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 an agreement with Southeastern Sound, Nashville, TN for the partial upgrade of the fire alarm system at Cookeville High School in the amount of $13,568.00 to be paid for from 141-72620-399

received

SOUTHEASTERN SOUND, INC.

3745 DICKERSON PIKE NASHVILLE, TN.
[615-860-8000] FAX [615-860-9878]
email: mikep@southeasternsound.com

CUSTOMER: Lakeland Electric	FROM: Mike Pentecost
CONTACT: Bobby Moore	DATE: 7/16/2024
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER: 1
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
Re: Cookeville High School Fire Alarm Upgrade	YOUR REFERENCE NUMBER:

This quote is based on the narrative and device quantity provided by Putnam County Schools and forwarded by Lakeland Electric to Southeastern Sound, Inc. This quote will follow the Fire Alarm System Overview provided by Putnam Co Schools. This quote is based on the assumption that the current FACP program is on a memory device at the FACP.

Quote: $13,568.00. …Applicable taxes included. This quote is good for 25 days.

Installed Fire Alarm System: Electrical Contractor to provide and install conduit, back boxes, including 4" square boxes and t-bar hangers for ceiling devices, Conduit stub out with bushings, sleeves with bushings through walls, and AC power where required. Southeastern Sound Inc. to provide and install low voltage fire alarm system devices. Southeastern Sound Inc. to provide fire alarm devices, drawings, supervision, final conection and programming of the control panel, testing and certification of the fire alarm system.

Accepted By_____Date_____PO#_____

Thanks,
Mike Pentecost

convergint

Phone Mobile 6158292228
chuck.courmier@convergint.com

July 9, 2024

Cookeville High School
1 Cavalier Drive Cookeville, Tennessee
Attention:

Quotation: CC24707292P
RFP #:
Revision #:

Reference:
Cookeville HS - EST Card Replacement

On behalf of Convergint's global network of colleagues, I would like to personally thank you for providing Convergint with the opportunity to present this proposal addressing your Fire Alarm and Life Safety needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today, and in the future.

Convergint's reputation for service excellence is backed by a foundational commitment to our core value of service, and we have been recognized as the #1 Systems Integrator by SDM Magazine. This recognition reflects the strong relationships Convergint has developed with the industry's top technology manufacturers, and our history of success with providing exceptional service to our customers.

Our guiding principle has always been to be our customers' best service provider. Our dedicated and certified team of professionals strives to uphold our customer-focused, service-based mission to make a daily difference for our customers. After achieving a successful on-time and on-budget project installation, Convergint will provide you with the industry's best ongoing service, including our 24/7 customer portal iCare, designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following fire alarm and life safety proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergint as your partner.

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SCOPE OF WORK

FIRE ALARM SYSTEM OVERVIEW

TURN-KEY PROJECT

Convergint Technologies will furnish and install an addition to an **EDWARDS** Fire Alarm System. Under this proposal, Convergint will furnish and install all system SLC cards and initiating devices assumed as identified. The project will be replacing an analog data loop card with an addressable loop card. All analog field devices will be replaced by new addressable devices. Existing wiring is to be reused. Convergint will make all Main Fire Alarm Panel and Supplemental Fire Power Supply low voltage connections and program devices. The Fire Alarm System will have appropriately sized backup batteries in the event of building power loss so that the alarm system will continue to operate as mandated by NFPA-72 standards.

Convergint will perform acceptance testing with local Authorities Having Jurisdiction (AHJ) and provide (1) end-user training session. All labor, materials, tools, and equipment required for the complete installation of this system are included in this proposal unless listed under the "Exclusions" section. As noted in the "Exclusions" listed below, the Division 26000 Electrical Contractor will furnish and install 120 VAC power, sleeves, conduit, and back boxes.

Convergint will also provide engineered shop drawings, system calculations, and manufacturer's product data sheets upon acceptance of an executed agreement. The engineered shop drawings will be based on the Engineer of Record's design layout.

EXISTING EQUIPMENT

- EST 3 with analog module cards

PROGRAMMING EXPECTATIONS

Point-to-Point description of all Initiating Devices with appropriate alarm response types.

ACCEPTANCE TESTING AND INSPECTION EXPECTATIONS

- Convergint will perform functionality testing to ensure that the Fire Alarm System is fully NFPA-72 2016 compliant towards the close of this project.
- Convergint will provide up to **(2) hours** for Fire Alarm System inspection with the local AHJ towards the close of this project. Any additional test(s) or return trips for this purpose shall be performed by Convergint with an approved change order.

TRAINING EXPECTATIONS

- None, Existing system.

POST-CONSTRUCTION SERVICES PROVIDED

- **None, Existing system.**

WORK TYPE

☐ New Construction
☒ Retrofit / System Addition
☐ CSP Mobilization

WORK REQUIREMENTS

☒ Normal Business Hours
☐ After Hours
☐ Weekend Hours

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REFERENCED PLANS

- None

ADDENDUM CONFIRMATIONS

Convergint acknowledges and incorporates any changes in the following addenda: None

INSTALLATION TIMELINE / IMPORTANT MILESTONES

- TBD

SITE CONDITIONS

- Unknown

CUSTOMER EXPECTATIONS / HOSPITALITY CONCERNS

- TBD

SUBMITTAL / HAND-OFF REQUIREMENTS

- Product Data Submittals
- Shop Drawings and As-Built Drawings
- Related Operation and Maintenance Manuals

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BILL OF MATERIAL

The following bill of materials is intended to describe the scope of work / equipment provided by Convergint for this project by identifying major device and panel quantities. This bill of material is not intended to be a comprehensive list of all fire alarm system parts, components or accessories.

LINE	QTY	DESCRIPTION	MANUFACTURER
1	1.00	Single Data Circuit Module	Edwards
2	20.00	Photo Smoke Detector, Optica	Edwards
3	20.00	Standard Base w/ Trim Skirt	Edwards
4	4.00	Double Action Pull Station	Edwards
5	24.00	Single Input Module	Edwards
6	2.00	18-02 Unshielded Solid Plenum FPLP -Red Jkt	Windy City Wire
7	1.00	18-04 Unshielded Solid Plenum FPLP -Grn Stp	Windy City Wire

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CLARIFICATIONS AND ALTERNATES

1. Business Hours. Customer to provide access to Convergint to all working areas during normal business hours, Monday-Friday 08:00-17:00 (pricing below does not include after hour or weekend work).
2. Training. Customer to provide trainees for installation training towards completion of work.
3. Down Payment. Fifty percent (50%) of the proposed sell price shall be payable to Convergint for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
4. Wiring. Low voltage wiring shall be installed via open air, code approved methods.
5. CAD Files. Pricing assumes that Electronic Auto CAD files are available from customer for our use in creating submittal drawings.
6. Tax. Proposal does not include sales tax unless otherwise noted.
7. Damages. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental, or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
8. Negotiation. Convergint reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.
9. Wiring Class. ASSUMPTION: Convergint assumes that Class B wiring for both initiating and notification circuitry will be acceptable as the specifications did not indicate otherwise.
10. Notification Color. ASSUMPTION: Convergint assumes that red notification devices with white "fire" lettering will be acceptable as the specifications did not indicate otherwise.
11. Shutdown of Systems (Installed by Others). ASSUMPTION: Convergint assumes that providing (2) addressable relay modules for the purpose of automatically unlocking Access-Controlled Egress Doors (as defined by Means of Egress Chapter in the International Building Code) upon activation of the building fire alarm system shall be adequate as the number of access-controlled egress doors and/or the means for how these doors are electromagnetically locked have not been provided. Convergint can provide more relay modules with coordination with the access-control vendor AND with an approved Change Order.
12. Shutdown of Systems (Installed by Others). ASSUMPTION: Convergint assumes that providing (2) addressable relay modules for the purpose of automatically silencing the building's Audio/Video systems upon activation of the building fire alarm system shall be adequate as the number of audio/video connections have not been provided. Convergint can provide more relay modules with coordination with the audio/video vendor AND with an approved Change Order.
13. Supply Chain. Customer acknowledges that supply-chain and shipping difficulties may result in unavoidable delays in deliveries of materials despite timely placement of orders and efforts by Convergint and its suppliers to avoid such delays. Customer agrees to provide Convergint with reasonable extensions of time to the extent of any such delays and Convergint agrees to make reasonable efforts to avoid or minimize such delays. Customer further acknowledges that the above-referenced supply-chain and shipping difficulties may result in unanticipated increases to Convergint's proposal pricing on products covered by this quote or any resulting agreement and that such increases may occur between the time this quote is provided, or any resulting contract is executed and the time when Convergint actually purchases the products covered by this quote or a resulting agreement. Customer agrees that it will pay any such increase in Convergint's initial pricing of obtaining the products above the proposal pricing upon which the quote or agreement was based, by change order or otherwise, and Convergint agrees that it shall make commercially reasonable efforts to minimize any such increase.

EXCLUSIONS

1. **Basis of Quote. The Proposal Amount is based on the quantities shown on the Bid Documents, unless otherwise noted herein. Any change in quantities will require this proposal amount to be adjusted.**
2. **AHJ Modifications. Customer understands that Fire Marshal may require additional equipment at owner's expense**
3. Power. 120 VAC power in the field furnished and installed by Others where required.
4. Permanent Pathways. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
5. Plywood Backboard. MDF / IDF Wall Plywood furnished and installed by Others.
6. Staging and Storage. Customer to provide a secured staging & storage area for project-related materials.
7. Network. Connection to Customer's Network (via Cat6 or better network drop) furnished and installed by Others.

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8. Parts & Smarts. Electrical installation and fire alarm permits / fees.
9. Monitoring. Monthly fire alarm monitoring fees. However, presented as a Line Item below.
10. Testing and Inspections. Annual fire alarm testing and inspection fee. However, presented as a Line Item below.
11. Site Dependencies. Convergint cannot finalize this project before the following conditions are achieved at the site:
    a. Site has Permanent Power
    b. Site has Final Paint
12. Fire Alarm Circuit. Dedicated 120 VAC power from circuit breaker for the Fire Alarm Circuit hardwired to the fire alarm control panel (FACP) and fire alarm control equipment (power supplies and/or voice amplifiers) will be furnished and installed by Others
13. Fire Control Mounting. FACP Main Fire Alarm Control Panel (FACP), Remote Fire Control Panel(s), and Remote Fire Annunciators will be furnished by Convergint and mounted on the wall by Others to ensure proper conduit alignment upon request.
14. Facility System Dependencies. Provision and/or installation of fire/smoke dampers, smoke dampers, fire dampers, door holders, door hardware, elevator shunt trip, fire sprinkler systems, sprinkler monitoring switches and/or pre-action systems.
15. Excluding Smoke Control System. Convergint is NOT Furnishing nor Installing a Smoke Control System because the proper information and documentation were not provided with the Bid Documents. The most important document missing is the RATIONAL ANALYSIS submitted by a Fire Protection Engineer as a part of the Construction Documents which instructs the design and deployment of a Smoke Control System. A facility's Smoke Control System is the sum of several engineers and contractors working in conjunction. This information is included, but not limited to the following below, and MUST be in-place according the International Building Code, Chapter 909:
    a. Responsibility of the Fire Protection Engineer: Rational Analysis which includes smoke movement, HVAC consideration, egress calculations, system zoning, fire detection, fire suppression, interfaces, smoke control panel design.
    b. Responsibility of the Authority Having Jurisdiction: code and standard, plan approvals, acceptance test, enforcement, re-certification.
    c. Responsibility of the Architect: aesthetics, structure design, materials used, code compliance, hardware type, and systems location.
    d. Responsibility of the Mechanical Engineer: fans, dampers, air supply, air exhaust, duct system, balancing, controls.

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PERFORMANCE MATRIX

The following checklist is intended to describe the major performance items being provided by Convergint for this project. This checklist is not intended to be a comprehensive list of all performance items.

YES	NO	PERFORMANCE ITEM	YES	NO	PERFORMANCE ITEM
☐	☒	Quote is a BUDGET	☐	☒	Correction of Wiring Faults Caused by Others
☒	☐	Material (listed in the BOM)	☐	☒	Wire
☒	☐	Freight (prepaid)	☐	☒	Installation of Wire
☒	☐	Applicable Taxes	☐	☒	Installation of Conduit, Boxes and Fittings
☐	☒	Payment & Performance Bonds	☐	☒	Firestopping (excluding existing penetrations)
☒	☐	FA Permit and Plan Review Fees (If required)	☐	☒	Terminal Cabinets
☐	☒	FPE Plan Review and Stamping	☐	☒	Installation of Terminal Cabinets
☐	☒	Municipality Plan Review Fees	☐	☒	Specialty Backboxes
☐	☒	System is Design- Build	☐	☒	Installation of Specialty Backboxes
☒	☐	System Engineering	☐	☒	Installation of Control Equipment Enclosures
☒	☐	Submittals: Product Data	☒	☐	Termination of Control Equipment Enclosures
☒	☐	Submittals: Shop Drawings	☒	☐	Mounting / Termination of Proposed Field Devices
☒	☐	Submittals: Record (as- built) Documentation	☒	☐	Connection to Building Fire Alarm Panel
☒	☐	O&M Manuals	☒	☐	System Programming
☒	☐	System Meets Plans / Specs	☒	☐	Testing of all Proposed Devices
☒	☐	One Year Warranty on Labor	☐	☒	Owner Training
☒	☐	One Year Warranty on Parts	☐	☒	Lift(s)
☒	☐	Attend GC Project Meetings	☐	☒	Floor Covering for Lift(s)
☐	☒	Attend Owner Project Meetings	☐	☐	
☒	☐	Project Management	☐	☐	
☐	☒	120 VAC Power Receptacles	☐	☐	
☐	☒	Horizontal Core Drilling	☐	☐	
☐	☒	Vertical Core Drilling	☐	☐	
☐	☒	Patch and Paint	☐	☐	
☐	☐		☐	☐	

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PROJECT PRICING

Total Project Investment	$ 19,185.00

Thank you for considering our proposal. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Chuck Courmier

Convergint Technologies

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Customer Name (Printed)	July 9, 2024 Date
Authorized Signature	Title

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Convergint Technologies' Install Terms & Conditions

Version 1.12 June 2020

Throughout this Installation Proposal, the term, "Convergint" refers to the Convergint Technologies affiliate operating in the state/province in which the work is being performed.

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work and represents the entire agreement between Convergint and Customer (the "Agreement"). In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergint agrees in accordance with the mutually agreed project schedule:

a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
c. Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergint:

a. To promptly approve submittals provided by Convergint;
b. To provide access to all areas of the facility which are necessary to complete the Work;
c. To supply suitable electrical service as required by Convergint; and
d. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergint is first notified of the emergency or failure and until such time that Convergint notifies the Customer that the systems are operational or that the emergency has cleared.

No monitoring services are included in the Work. Any such services shall be governed by a separate agreement.

Title to the Work, including any materials comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site. If materials are earlier stored on Customer's site pursuant to agreement between Customer and Convergint, title with respect to such materials shall pass to Customer upon delivery to Customer site.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergint's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

If the Work is performed over more than a month, Convergint will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergint as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergint in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergint, Convergint shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergint costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

Convergint provides the following SOLE AND EXCLUSIVE warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

a. That Work performed under this Agreement will be of good quality;
b. That all equipment will be new unless otherwise required or permitted by this Agreement;
c. That the Work will be free from defects not inherent in the quality required or permitted; and
d. That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Convergint shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergint is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergint in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergint hereby assigns to Customer without recourse to Convergint. Upon request of Customer, Convergint will use commercially reasonable efforts to assist Customer in enforcing any such third-party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergint, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergint may request changes in the Work. Any changes to the Agreement shall be in writing signed by both Customer and Convergint. If Customer orders any additional work or causes any material interference with Convergint's performance of the Work, Convergint shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergint shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergint due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7. INSURANCE

Convergint shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	$1,000,000 per occurrence/aggregate Commercial General
Liability	$1,000,000 per occurrence/aggregate
$2,000,000 general aggregate	
Automobile Liability	$1,000,000 per occurrence/aggregate Excess/Umbrella
Liability	$10,000,000 per occurrence/aggregate

All insurance policies carried by Convergint shall be primary to and noncontributory with the insurance afforded to Customer and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergint, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergint, pursuant to the terms of this Agreement. Convergint shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy.

SECTION 8. INDEMNIFICATION

Convergint shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergint or Convergint's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergint, or c) Convergint's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGINT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONVERGINT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGINT.

It is understood and agreed by the parties hereto that Convergint is or may be providing intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. Convergint's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any intrusion product or software provided by but not manufactured by Convergint. Convergint shall have **no** liability to Customer for any losses to the extent such losses are caused by the intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergint, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such intrusion product or software provided by but not manufactured by Convergint.

SECTION 9. COMPLIANCE WITH LAW, SAFETY, & HAZARDOUS MATERIALS

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergint agrees to comply with all laws and regulations relating to or governing its provision of the Work. Convergint shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergint prior to beginning work.

In the event that Convergint discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergint is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergint. Convergint in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergint shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergint from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

Customer acknowledges that applicable law or regulation may limit Customer's rights and impose obligations with respect to information or data obtained using software capable of obtaining what may in certain circumstances be characterized as biometric information (individually and collectively, the "Software") and agrees that Customer is solely responsible to ensure its own compliance with such laws or regulations. Customer shall completely indemnify, defend (including pay attorneys' fees and disbursements), and hold harmless Convergint, its affiliates, and any employees, agents, contractors or representatives of any of the foregoing from and against any and all losses, liability, damages, penalties, expenses, claims, demands, actions, or causes of action, judgments (finally awarded) or settlements (individually and collectively, "Liabilities") arising from or related to any intentional or negligent acts or omissions of Customer or any of its agents, affiliates, employees, or representatives arising from or related to the Software, any hardware, software, or other services associated with the Software, or the use of any of the foregoing by or on behalf of Customer, including but not limited to those arising from or related to Customer's failure to comply with applicable laws or regulations related to its use of the Software or any hardware, software, or other services associated with the Software, including but not limited to the Customer's failure to obtain any necessary consents from affected individuals or provide any necessary disclosures or protections with respect to the information of such individuals under any applicable privacy or data security law, but excluding matters for which Convergint has agreed to indemnify Customer from and against third party claims for copyright and trade secret infringement under the terms of the End User License Agreement for the Software between Convergint and Customer. Notwithstanding the foregoing, Customer and Convergint agree that Liabilities suffered by a third party (other than an affiliate of Convergint) which are an element of loss subject to indemnification under this paragraph shall be deemed direct damages.

SECTION 10. DISPUTES

In the event of any dispute between Convergint and Customer, Convergint and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergint may assign this Agreement to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergint.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergint and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergint shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty, and indemnity, and disputes shall survive the termination of this Agreement.

EXHIBIT
tabbies
VA 13
08-01-24

PCSS Board Agenda Request

Date: July 17, 2024

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 an agreement with Carwile Mechanical Contractors, Cookeville, TN for replacement of backflow preventers and associated plumbing at Cane Creek Elementary School in the amount of $17,800.00 to be paid for from 141-72620-399

received

CARWILE
MECHANICAL CONTRACTORS

433 East 15th Street
Cookeville, TN 38501
931/526-6151
Fax: 931/528-9283

DATE: Wednesday, June 26, 2024

TO: Cane Creek Elementary

RE: Domestic Water Backflow Replacement

BID #: I-2383, Rev 0

Scope of Work:

- Furnish and install
  a) Two new backflow preventers
  b) One new isolation valve
  c) Insulation for piping

  Total $14,800.00

- Replace the existing isolation valve

  Total $1,700.00

- Replace strainer

  Total $1,300.00

Notes:
1. All labor assumed to be performed during regular time
2. Electrical by others
3. All equipment to provide above scope of work is included in above price

Will Broyles
Project Manager

All work to be completed in a substantial workman like manner according to standard practice. Any deviation or alteration from the above description will require approval of all parties.

Accepted: The above prices, specifications, conditions, and terms are satisfactory and are hereby accepted.

BY: _____ **Title:** _____ **Date:** _____
Please sign and return. If we receive verbal instructions to begin the above work, all terms of this quote are considered accepted.

Because of current market fluidity in our material pricing, this proposal is invalid if not accepted within 10 days.

This proposal may be withdrawn by us if not accepted within 10 days. Carwile Mechanical will not bear responsibility for the event of significant changes in lead time and/or cost of material procured (5% between date of quote and date of installation) occurring during the project. At that point, the contract requirements will be equitably adjusted by change order.

All proposals are subject to acceptance by Carwile's Credit Dept. Terms are net 30 from date of invoice unless other terms are agreed upon. Past due accounts are subject to service charge of 2% per month. If collection efforts are required, by acceptance you agree to pay costs of collection, including attorney or court fees.

CHC

QUOTE
Number 2862

COOKEVILLE HEATING & COOLING SERVICES, LLC.
347 EAST STEVENS STREET
COOKEVILLE, TN 38501
(931) 528-5514

To:
PUTNAM CO BOARD OF EDUCATION
1400 E SPRING ST
COOKEVILLE, TN 38501

CANE CREEK ELEMENTARY
1500 W JACKSON ST
COOKEVILLE, TN 38501

QUOTE DATE	FOR	PAGE
		1
6/10/2024	Replace Backflow #1	

Thank you for the opportunity to provide this proposal for the below referenced project. This proposal includes all necessary equipment, materials and labor required for the following scope of work:

Replace back flow preventer #1 at Cane Creek Elementary School
Water will be shut off to the building and back flow removed
Install the new back flow in the existing mounting location
Once all connections are made the new back flow will be tested
Lead time for material is (1-2) weeks per the manufacturer
This work will need to be completed during summer break due to water being shut off to the building

TOTAL AMOUNT **$9,500.00**

WE SINCERELY APPRECIATE YOUR BUSINESS!

Should you have questions with regards to this proposal, please direct them to Logan Selby, (931) 319-5825.
Upon acceptance of this proposal, please sign and email back to lselby@chccompanies.com.

Signature of Approval: _____ Date:_____

Name/Title (Please Print):_____

Any additional repairs will be billed on a time and material basis.
This proposal is valid for 10 day

ALL LABOR ON REPAIR WORK WILL BE WARRANTIED FOR A PERIOD OF 90 DAYS UNLESS OTHERWISE STATED ALL PARTS WILL BE WARRANTIED PER MANUFACTURE S WARRANTY. IT IS FUTURE UNDERSTOOD THAT IN THE EVENT IT IS NECESSARY FOR THE SELLER TO EMPLOY AN ATTORNEY TO ENFORCE THE SELLER'S RIGHTS IN ANY PARTICULAR IN CONNECTION WITH THE TERMS OF THIS AGREEMENT, THEN IN SUCH EVENT THE PURCHASER WILL BE RESPONDISBLE FOR ALL EXPENSES INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES NECESSARY TO ENFORCE THIS AGREEMENT.

QUOTE
Number 2864

COOKEVILLE HEATING & COOLING SERVICES, LLC.
347 EAST STEVENS STREET
COOKEVILLE, TN 38501
(931) 528-5514

To:
PUTNAM CO BOARD OF EDUCATION
1400 E SPRING ST
COOKEVILLE, TN 38501

CANE CREEK ELEMENTARY
1500 W JACKSON ST
COOKEVILLE, TN 38501

QUOTE DATE	FOR	PAGE
		1
6/10/2024	Replace Copper Piping	

Thank you for the opportunity to provide this proposal for the below referenced project. This proposal includes all necessary equipment, materials and labor required for the following scope of work:

Replace the 3in copper water line in the mechanical room at Cane Creek Elementary
The water will be shut off at the city main
Drain the water from the system and remove old piping
Install new piping from the connection at the floor
Isolation valves will be installed at the inlet and each required shut off point
The piping will connect to each back flow with a flange connection
All piping will be copper with propress style fittings
Once installation is completed water will be turned back on and piping inspected for leaks
Material currently has a (1-2) week lead time per the manufacturer
This work will need to be completed during summer break due to water being shut off to the building

TOTAL AMOUNT **$9,250.00**

WE SINCERELY APPRECIATE YOUR BUSINESS!

Should you have questions with regards to this proposal, please direct them to Logan Selby, (931) 319-5825.
Upon acceptance of this proposal, please sign and email back to lselby@chccompanies.com.

Signature of Approval: _____ Date:_____

Name/Title (Please Print):_____

Any additional repairs will be billed on a time and material basis.
This proposal is valid for 10 day

ALL LABOR ON REPAIR WORK WILL BE WARRANTIED FOR A PERIOD OF 90 DAYS UNLESS OTHERWISE STATED. ALL PARTS WILL BE WARRANTIED PER MANUFACTURE'S WARRANTY. IT IS FUTURE UNDERSTOOD THAT IN THE EVENT IT IS NECESSARY FOR THE SELLER TO EMPLOY AN ATTORNEY TO ENFORCE THE SELLER'S RIGHTS IN ANY PARTICULAR IN CONNECTION WITH THE TERMS OF THIS AGREEMENT, THEN IN SUCH EVENT THE PURCHASER WILL BE RESPONDISIBLE FOR ALL EXPENSES INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES NECESSARY TO ENFORCE THIS AGREEMENT.

VA14

Discovery EDUCATION

ORDER FORM

Subscriber: PUTNAM COUNTY SCHOOL DISTRICT

Address: 1400 E SPRING ST COOKEVILLE, TN 38506-4313

Term: 07/01/24 to 06/30/25

Services	Start Date	End Date	Qty - Unit of Measure	Price	Total
Discovery Education Experience	07/01/24	06/30/25	1 - Site	$0.00	$0.00
Discovery Education Experience	07/01/24	06/30/25	20 - Site	$3,500.00	$70,000.00
Discovery Education Science Techbook for Tennessee - Biology	07/01/24	06/30/25	400 - Student	$7.40	$2,960.00
Discovery Education Science Techbook for Tennessee - Biology	07/01/24	06/30/25	1 - Student	$0.00	$0.00
Discovery Education Science Techbook for Tennessee - Chemistry	07/01/24	06/30/25	1 - Student	$0.00	$0.00
Discovery Education Science Techbook for Tennessee - Chemistry	07/01/24	06/30/25	400 - Student	$7.40	$2,960.00
Discovery Education Science Techbook for Tennessee - Earth & Space Science	07/01/24	06/30/25	1 - Student	$0.00	$0.00
Discovery Education Science Techbook for Tennessee - Earth & Space Science	07/01/24	06/30/25	400 - Student	$7.40	$2,960.00
Discovery Education Science Techbook for Tennessee - Grade 1	07/01/24	06/30/25	800 - Student	$6.20	$4,960.00
Discovery Education Science Techbook for Tennessee - Grade 1	07/01/24	06/30/25	1 - Student	$0.00	$0.00
Discovery Education Science Techbook for Tennessee - Grade 2	07/01/24	06/30/25	1 - Student	$0.00	$0.00
Discovery Education Science Techbook for Tennessee - Grade 2	07/01/24	06/30/25	800 - Student	$6.20	$4,960.00
Discovery Education Science Techbook for Tennessee - Grade 3	07/01/24	06/30/25	800 - Student	$6.20	$4,960.00
Discovery Education Science Techbook for Tennessee - Grade 3	07/01/24	06/30/25	1 - Student	$0.00	$0.00
Discovery Education Science Techbook for Tennessee - Grade 4	07/01/24	06/30/25	1 - Student	$0.00	$0.00
Discovery Education Science Techbook for Tennessee - Grade 4	07/01/24	06/30/25	800 - Student	$6.20	$4,960.00
Discovery Education Science Techbook for Tennessee - Grade 5	07/01/24	06/30/25	800 - Student	$6.20	$4,960.00
Discovery Education Science Techbook for Tennessee - Grade 5	07/01/24	06/30/25	1 - Student	$0.00	$0.00

Ref. No. Q-362699

Discovery Education Science Techbook for Tennessee - Grade 6	07/01/24	06/30/25	1025 - Student	$6.20	$6,355.00
Discovery Education Science Techbook for Tennessee - Grade 6	07/01/24	06/30/25	1 - Student	$0.00	$0.00
Discovery Education Science Techbook for Tennessee - Grade 7	07/01/24	06/30/25	1 - Student	$0.00	$0.00
Discovery Education Science Techbook for Tennessee - Grade 7	07/01/24	06/30/25	1025 - Student	$6.20	$6,355.00
Discovery Education Science Techbook for Tennessee - Grade 8	07/01/24	06/30/25	1025 - Student	$6.20	$6,355.00
Discovery Education Science Techbook for Tennessee - Grade 8	07/01/24	06/30/25	1 - Student	$0.00	$0.00
Discovery Education Science Techbook for Tennessee - Kindergarten	07/01/24	06/30/25	800 - Student	$6.20	$4,960.00
Discovery Education Science Techbook for Tennessee - Kindergarten	07/01/24	06/30/25	1 - Student	$0.00	$0.00
Discovery Education Science Techbook for Tennessee - Physics	07/01/24	06/30/25	400 - Student	$7.40	$2,960.00
Discovery Education Science Techbook for Tennessee - Physics	07/01/24	06/30/25	1 - Student	$0.00	$0.00

	TOTAL:	$130,665.00

This Order Form and the Discovery Education Standard Terms of Services and License available at discoveryeducation.com/terms-and-conditions ('*Standard Terms*') constitute the entire agreement between Subscriber and Discovery Education, Inc. for the Services. By signing below, the Subscriber and Discovery Education, Inc. agree to be bound by this Order Form and the Standard Terms as of the date of last signature below.

PUTNAM COUNTY SCHOOL DISTRICT

By:
(signature required) _____

Title: _____

Printed Name: _____

Date: _____

Discovery Education, Inc.

By:
(signature required) _____

Title: _____

Printed Name: _____

Date: _____

Please return with the signed Order Form:
Exhibit A Licensed Products

Ref. No. Q-362699

Discovery EDUCATION

EXHIBIT A
Licensed Products

Discovery Education Experience		
SCHOOLS	**START DATE**	**END DATE**
ADULT LEARNING CENTER - 288 E MAIN ST, COOKEVILLE, TN. 38506-5222	07/01/2024	06/30/2025
ALGOOD ELEMENTARY SCHOOL - 2525 OLD WALTON RD, COOKEVILLE, TN. 38506-4955	07/01/2024	06/30/2025
ALGOOD MIDDLE SCHOOL - 540 DRY VALLEY RD, COOKEVILLE, TN. 38506-4935	07/01/2024	06/30/2025
AVERY TRACE MIDDLE SCHOOL - 230 RAIDER DR, COOKEVILLE, TN. 38501-4553	07/01/2024	06/30/2025
BURKS ELEMENTARY SCHOOL - 300 CROSSVILLE ST, MONTEREY, TN. 38574-1626	07/01/2024	06/30/2025
CANE CREEK ELEMENTARY SCHOOL - 1500 W JACKSON ST, COOKEVILLE, TN. 38501-7105	07/01/2024	06/30/2025
CAPSHAW ELEMENTARY SCHOOL - 1 COUGAR LN, COOKEVILLE, TN. 38501-4725	07/01/2024	06/30/2025
COOKEVILLE HIGH SCHOOL - 1 CAVALIER DR, COOKEVILLE, TN. 38501-4988	07/01/2024	06/30/2025
CORNERSTONE ELEMENTARY SCHOOL - 371 1ST AVE S, BAXTER, TN. 38544-5138	07/01/2024	06/30/2025
JERE WHITSON ELEMENTARY SCHOOL - 178 E JERE WHITSON RD, COOKEVILLE, TN. 38501-1099	07/01/2024	06/30/2025
MONTEREY HIGH SCHOOL - 710 E COMMERCIAL AVE, MONTEREY, TN. 38574-1221	07/01/2024	06/30/2025
NORTHEAST ELEMENTARY SCHOOL - 575 N OLD KENTUCKY RD, COOKEVILLE, TN. 38501-3092	07/01/2024	06/30/2025
PARK VIEW ELEMENTARY SCHOOL - 545 SCOTT AVE, COOKEVILLE, TN. 38501-3999	07/01/2024	06/30/2025
PRESCOTT SOUTH ELEMENTARY SCHOOL - 115 W CEMETERY RD, COOKEVILLE, TN. 38506-5594	07/01/2024	06/30/2025
PRESCOTT SOUTH MIDDLE SCHOOL - 1859 S JEFFERSON AVE, COOKEVILLE, TN. 38506-5567	07/01/2024	06/30/2025
SYCAMORE ELEMENTARY SCHOOL - 452 ELLIS AVE, COOKEVILLE, TN. 38501-1529	07/01/2024	06/30/2025
T T U CHILD DEVELOPMENT LAB - PO BOX 5146, COOKEVILLE, TN. 38505-0001	07/01/2024	06/30/2025
UPPERMAN HIGH SCHOOL - 6950 NASHVILLE HWY, BAXTER, TN. 38544-3845	07/01/2024	06/30/2025
UPPERMAN MIDDLE SCHOOL - 6750 NASHVILLE HWY, BAXTER, TN. 38544	07/01/2024	06/30/2025

Ref. No. Q-362699

VITAL UPPER CUMBERLAND E LEARNING CENTER - 1400 E SPRING ST, COOKEVILLE, TN. 38506-4313	07/01/2024	06/30/2025
WHITE PLAINS ACADEMY - 288 E MAIN ST, COOKEVILLE, TN. 38506-5222	07/01/2024	06/30/2025

Discovery Education Science Techbook for Tennessee - Biology		
SCHOOLS	**START DATE**	**END DATE**
ADULT LEARNING CENTER - 288 E MAIN ST, COOKEVILLE, TN. 38506-5222	07/01/2024	06/30/2025
COOKEVILLE HIGH SCHOOL - 1 CAVALIER DR, COOKEVILLE, TN. 38501-4988	07/01/2024	06/30/2025
MONTEREY HIGH SCHOOL - 710 E COMMERCIAL AVE, MONTEREY, TN. 38574-1221	07/01/2024	06/30/2025
UPPERMAN HIGH SCHOOL - 6950 NASHVILLE HWY, BAXTER, TN. 38544-3845	07/01/2024	06/30/2025
VITAL UPPER CUMBERLAND E LEARNING CENTER - 1400 E SPRING ST, COOKEVILLE, TN. 38506-4313	07/01/2024	06/30/2025
WHITE PLAINS ACADEMY - 288 E MAIN ST, COOKEVILLE, TN. 38506-5222	07/01/2024	06/30/2025

Discovery Education Science Techbook for Tennessee - Chemistry		
SCHOOLS	**START DATE**	**END DATE**
ADULT LEARNING CENTER - 288 E MAIN ST, COOKEVILLE, TN. 38506-5222	07/01/2024	06/30/2025
COOKEVILLE HIGH SCHOOL - 1 CAVALIER DR, COOKEVILLE, TN. 38501-4988	07/01/2024	06/30/2025
MONTEREY HIGH SCHOOL - 710 E COMMERCIAL AVE, MONTEREY, TN. 38574-1221	07/01/2024	06/30/2025
UPPERMAN HIGH SCHOOL - 6950 NASHVILLE HWY, BAXTER, TN. 38544-3845	07/01/2024	06/30/2025
VITAL UPPER CUMBERLAND E LEARNING CENTER - 1400 E SPRING ST, COOKEVILLE, TN. 38506-4313	07/01/2024	06/30/2025
WHITE PLAINS ACADEMY - 288 E MAIN ST, COOKEVILLE, TN. 38506-5222	07/01/2024	06/30/2025

Discovery Education Science Techbook for Tennessee - Earth & Space Science		
SCHOOLS	**START DATE**	**END DATE**
ADULT LEARNING CENTER - 288 E MAIN ST, COOKEVILLE, TN. 38506-5222	07/01/2024	06/30/2025
COOKEVILLE HIGH SCHOOL - 1 CAVALIER DR, COOKEVILLE, TN. 38501-4988	07/01/2024	06/30/2025
MONTEREY HIGH SCHOOL - 710 E COMMERCIAL AVE, MONTEREY, TN. 38574-1221	07/01/2024	06/30/2025
UPPERMAN HIGH SCHOOL - 6950 NASHVILLE HWY, BAXTER, TN. 38544-3845	07/01/2024	06/30/2025
VITAL UPPER CUMBERLAND E LEARNING CENTER - 1400 E SPRING ST, COOKEVILLE, TN. 38506-4313	07/01/2024	06/30/2025

Ref. No. Q-362699

WHITE PLAINS ACADEMY - 288 E MAIN ST, COOKEVILLE, TN. 38506-5222	07/01/2024	06/30/2025

Discovery Education Science Techbook for Tennessee - Grade 1		
SCHOOLS	**START DATE**	**END DATE**
ALGOOD ELEMENTARY SCHOOL - 2525 OLD WALTON RD, COOKEVILLE, TN. 38506-4955	07/01/2024	06/30/2025
ALGOOD MIDDLE SCHOOL - 540 DRY VALLEY RD, COOKEVILLE, TN. 38506-4935	07/01/2024	06/30/2025
AVERY TRACE MIDDLE SCHOOL - 230 RAIDER DR, COOKEVILLE, TN. 38501-4553	07/01/2024	06/30/2025
BURKS ELEMENTARY SCHOOL - 300 CROSSVILLE ST, MONTEREY, TN. 38574-1626	07/01/2024	06/30/2025
CANE CREEK ELEMENTARY SCHOOL - 1500 W JACKSON ST, COOKEVILLE, TN. 38501-7105	07/01/2024	06/30/2025
CAPSHAW ELEMENTARY SCHOOL - 1 COUGAR LN, COOKEVILLE, TN. 38501-4725	07/01/2024	06/30/2025
CORNERSTONE ELEMENTARY SCHOOL - 371 1ST AVE S, BAXTER, TN. 38544-5138	07/01/2024	06/30/2025
JERE WHITSON ELEMENTARY SCHOOL - 178 E JERE WHITSON RD, COOKEVILLE, TN. 38501-1099	07/01/2024	06/30/2025
NORTHEAST ELEMENTARY SCHOOL - 575 N OLD KENTUCKY RD, COOKEVILLE, TN. 38501-3092	07/01/2024	06/30/2025
PARK VIEW ELEMENTARY SCHOOL - 545 SCOTT AVE, COOKEVILLE, TN. 38501-3999	07/01/2024	06/30/2025
PRESCOTT SOUTH ELEMENTARY SCHOOL - 115 W CEMETERY RD, COOKEVILLE, TN. 38506-5594	07/01/2024	06/30/2025
PRESCOTT SOUTH MIDDLE SCHOOL - 1859 S JEFFERSON AVE, COOKEVILLE, TN. 38506-5567	07/01/2024	06/30/2025
SYCAMORE ELEMENTARY SCHOOL - 452 ELLIS AVE, COOKEVILLE, TN. 38501-1529	07/01/2024	06/30/2025
T T U CHILD DEVELOPMENT LAB - PO BOX 5146, COOKEVILLE, TN. 38505-0001	07/01/2024	06/30/2025
UPPERMAN MIDDLE SCHOOL - 6750 NASHVILLE HWY, BAXTER, TN. 38544	07/01/2024	06/30/2025
VITAL UPPER CUMBERLAND E LEARNING CENTER - 1400 E SPRING ST, COOKEVILLE, TN. 38506-4313	07/01/2024	06/30/2025
WHITE PLAINS ACADEMY - 288 E MAIN ST, COOKEVILLE, TN. 38506-5222	07/01/2024	06/30/2025

Discovery Education Science Techbook for Tennessee - Grade 2		
SCHOOLS	**START DATE**	**END DATE**
ALGOOD ELEMENTARY SCHOOL - 2525 OLD WALTON RD, COOKEVILLE, TN. 38506-4955	07/01/2024	06/30/2025
ALGOOD MIDDLE SCHOOL - 540 DRY VALLEY RD, COOKEVILLE, TN. 38506-4935	07/01/2024	06/30/2025

Ref. No. Q-362699

AVERY TRACE MIDDLE SCHOOL - 230 RAIDER DR, COOKEVILLE, TN. 38501-4553	07/01/2024	06/30/2025
BURKS ELEMENTARY SCHOOL - 300 CROSSVILLE ST, MONTEREY, TN. 38574-1626	07/01/2024	06/30/2025
CANE CREEK ELEMENTARY SCHOOL - 1500 W JACKSON ST, COOKEVILLE, TN. 38501-7105	07/01/2024	06/30/2025
CAPSHAW ELEMENTARY SCHOOL - 1 COUGAR LN, COOKEVILLE, TN. 38501-4725	07/01/2024	06/30/2025
CORNERSTONE ELEMENTARY SCHOOL - 371 1ST AVE S, BAXTER, TN. 38544-5138	07/01/2024	06/30/2025
JERE WHITSON ELEMENTARY SCHOOL - 178 E JERE WHITSON RD, COOKEVILLE, TN. 38501-1099	07/01/2024	06/30/2025
NORTHEAST ELEMENTARY SCHOOL - 575 N OLD KENTUCKY RD, COOKEVILLE, TN. 38501-3092	07/01/2024	06/30/2025
PARK VIEW ELEMENTARY SCHOOL - 545 SCOTT AVE, COOKEVILLE, TN. 38501-3999	07/01/2024	06/30/2025
PRESCOTT SOUTH ELEMENTARY SCHOOL - 115 W CEMETERY RD, COOKEVILLE, TN. 38506-5594	07/01/2024	06/30/2025
PRESCOTT SOUTH MIDDLE SCHOOL - 1859 S JEFFERSON AVE, COOKEVILLE, TN. 38506-5567	07/01/2024	06/30/2025
SYCAMORE ELEMENTARY SCHOOL - 452 ELLIS AVE, COOKEVILLE, TN. 38501-1529	07/01/2024	06/30/2025
T T U CHILD DEVELOPMENT LAB - PO BOX 5146, COOKEVILLE, TN. 38505-0001	07/01/2024	06/30/2025
UPPERMAN MIDDLE SCHOOL - 6750 NASHVILLE HWY, BAXTER, TN. 38544	07/01/2024	06/30/2025
VITAL UPPER CUMBERLAND E LEARNING CENTER - 1400 E SPRING ST, COOKEVILLE, TN. 38506-4313	07/01/2024	06/30/2025
WHITE PLAINS ACADEMY - 288 E MAIN ST, COOKEVILLE, TN. 38506-5222	07/01/2024	06/30/2025

Discovery Education Science Techbook for Tennessee - Grade 3		
SCHOOLS	**START DATE**	**END DATE**
ALGOOD ELEMENTARY SCHOOL - 2525 OLD WALTON RD, COOKEVILLE, TN. 38506-4955	07/01/2024	06/30/2025
ALGOOD MIDDLE SCHOOL - 540 DRY VALLEY RD, COOKEVILLE, TN. 38506-4935	07/01/2024	06/30/2025
AVERY TRACE MIDDLE SCHOOL - 230 RAIDER DR, COOKEVILLE, TN. 38501-4553	07/01/2024	06/30/2025
BURKS ELEMENTARY SCHOOL - 300 CROSSVILLE ST, MONTEREY, TN. 38574-1626	07/01/2024	06/30/2025
CANE CREEK ELEMENTARY SCHOOL - 1500 W JACKSON ST, COOKEVILLE, TN. 38501-7105	07/01/2024	06/30/2025
CAPSHAW ELEMENTARY SCHOOL - 1 COUGAR LN, COOKEVILLE, TN. 38501-4725	07/01/2024	06/30/2025
CORNERSTONE ELEMENTARY SCHOOL - 371 1ST AVE S, BAXTER, TN. 38544-5138	07/01/2024	06/30/2025

Ref. No. Q-362699

JERE WHITSON ELEMENTARY SCHOOL - 178 E JERE WHITSON RD, COOKEVILLE, TN. 38501-1099	07/01/2024	06/30/2025
NORTHEAST ELEMENTARY SCHOOL - 575 N OLD KENTUCKY RD, COOKEVILLE, TN. 38501-3092	07/01/2024	06/30/2025
PARK VIEW ELEMENTARY SCHOOL - 545 SCOTT AVE, COOKEVILLE, TN. 38501-3999	07/01/2024	06/30/2025
PRESCOTT SOUTH ELEMENTARY SCHOOL - 115 W CEMETERY RD, COOKEVILLE, TN. 38506-5594	07/01/2024	06/30/2025
PRESCOTT SOUTH MIDDLE SCHOOL - 1859 S JEFFERSON AVE, COOKEVILLE, TN. 38506-5567	07/01/2024	06/30/2025
SYCAMORE ELEMENTARY SCHOOL - 452 ELLIS AVE, COOKEVILLE, TN. 38501-1529	07/01/2024	06/30/2025
T T U CHILD DEVELOPMENT LAB - PO BOX 5146, COOKEVILLE, TN. 38505-0001	07/01/2024	06/30/2025
UPPERMAN MIDDLE SCHOOL - 6750 NASHVILLE HWY, BAXTER, TN. 38544	07/01/2024	06/30/2025
VITAL UPPER CUMBERLAND E LEARNING CENTER - 1400 E SPRING ST, COOKEVILLE, TN. 38506-4313	07/01/2024	06/30/2025
WHITE PLAINS ACADEMY - 288 E MAIN ST, COOKEVILLE, TN. 38506-5222	07/01/2024	06/30/2025

Discovery Education Science Techbook for Tennessee - Grade 4		
SCHOOLS	**START DATE**	**END DATE**
ALGOOD ELEMENTARY SCHOOL - 2525 OLD WALTON RD, COOKEVILLE, TN. 38506-4955	07/01/2024	06/30/2025
ALGOOD MIDDLE SCHOOL - 540 DRY VALLEY RD, COOKEVILLE, TN. 38506-4935	07/01/2024	06/30/2025
AVERY TRACE MIDDLE SCHOOL - 230 RAIDER DR, COOKEVILLE, TN. 38501-4553	07/01/2024	06/30/2025
BURKS ELEMENTARY SCHOOL - 300 CROSSVILLE ST, MONTEREY, TN. 38574-1626	07/01/2024	06/30/2025
CANE CREEK ELEMENTARY SCHOOL - 1500 W JACKSON ST, COOKEVILLE, TN. 38501-7105	07/01/2024	06/30/2025
CAPSHAW ELEMENTARY SCHOOL - 1 COUGAR LN, COOKEVILLE, TN. 38501-4725	07/01/2024	06/30/2025
CORNERSTONE ELEMENTARY SCHOOL - 371 1ST AVE S, BAXTER, TN. 38544-5138	07/01/2024	06/30/2025
JERE WHITSON ELEMENTARY SCHOOL - 178 E JERE WHITSON RD, COOKEVILLE, TN. 38501-1099	07/01/2024	06/30/2025
NORTHEAST ELEMENTARY SCHOOL - 575 N OLD KENTUCKY RD, COOKEVILLE, TN. 38501-3092	07/01/2024	06/30/2025
PARK VIEW ELEMENTARY SCHOOL - 545 SCOTT AVE, COOKEVILLE, TN. 38501-3999	07/01/2024	06/30/2025
PRESCOTT SOUTH ELEMENTARY SCHOOL - 115 W CEMETERY RD, COOKEVILLE, TN. 38506-5594	07/01/2024	06/30/2025
PRESCOTT SOUTH MIDDLE SCHOOL - 1859 S JEFFERSON AVE, COOKEVILLE, TN. 38506-5567	07/01/2024	06/30/2025

Ref. No. Q-362699

SYCAMORE ELEMENTARY SCHOOL - 452 ELLIS AVE, COOKEVILLE, TN. 38501-1529	07/01/2024	06/30/2025
T T U CHILD DEVELOPMENT LAB - PO BOX 5146, COOKEVILLE, TN. 38505-0001	07/01/2024	06/30/2025
UPPERMAN MIDDLE SCHOOL - 6750 NASHVILLE HWY, BAXTER, TN. 38544	07/01/2024	06/30/2025
VITAL UPPER CUMBERLAND E LEARNING CENTER - 1400 E SPRING ST, COOKEVILLE, TN. 38506-4313	07/01/2024	06/30/2025
WHITE PLAINS ACADEMY - 288 E MAIN ST, COOKEVILLE, TN. 38506-5222	07/01/2024	06/30/2025

Discovery Education Science Techbook for Tennessee - Grade 5		
SCHOOLS	**START DATE**	**END DATE**
ALGOOD ELEMENTARY SCHOOL - 2525 OLD WALTON RD, COOKEVILLE, TN. 38506-4955	07/01/2024	06/30/2025
ALGOOD MIDDLE SCHOOL - 540 DRY VALLEY RD, COOKEVILLE, TN. 38506-4935	07/01/2024	06/30/2025
AVERY TRACE MIDDLE SCHOOL - 230 RAIDER DR, COOKEVILLE, TN. 38501-4553	07/01/2024	06/30/2025
BURKS ELEMENTARY SCHOOL - 300 CROSSVILLE ST, MONTEREY, TN. 38574-1626	07/01/2024	06/30/2025
CANE CREEK ELEMENTARY SCHOOL - 1500 W JACKSON ST, COOKEVILLE, TN. 38501-7105	07/01/2024	06/30/2025
CAPSHAW ELEMENTARY SCHOOL - 1 COUGAR LN, COOKEVILLE, TN. 38501-4725	07/01/2024	06/30/2025
CORNERSTONE ELEMENTARY SCHOOL - 371 1ST AVE S, BAXTER, TN. 38544-5138	07/01/2024	06/30/2025
JERE WHITSON ELEMENTARY SCHOOL - 178 E JERE WHITSON RD, COOKEVILLE, TN. 38501-1099	07/01/2024	06/30/2025
NORTHEAST ELEMENTARY SCHOOL - 575 N OLD KENTUCKY RD, COOKEVILLE, TN. 38501-3092	07/01/2024	06/30/2025
PARK VIEW ELEMENTARY SCHOOL - 545 SCOTT AVE, COOKEVILLE, TN. 38501-3999	07/01/2024	06/30/2025
PRESCOTT SOUTH ELEMENTARY SCHOOL - 115 W CEMETERY RD, COOKEVILLE, TN. 38506-5594	07/01/2024	06/30/2025
PRESCOTT SOUTH MIDDLE SCHOOL - 1859 S JEFFERSON AVE, COOKEVILLE, TN. 38506-5567	07/01/2024	06/30/2025
SYCAMORE ELEMENTARY SCHOOL - 452 ELLIS AVE, COOKEVILLE, TN. 38501-1529	07/01/2024	06/30/2025
T T U CHILD DEVELOPMENT LAB - PO BOX 5146, COOKEVILLE, TN. 38505-0001	07/01/2024	06/30/2025
UPPERMAN MIDDLE SCHOOL - 6750 NASHVILLE HWY, BAXTER, TN. 38544	07/01/2024	06/30/2025
VITAL UPPER CUMBERLAND E LEARNING CENTER - 1400 E SPRING ST, COOKEVILLE, TN. 38506-4313	07/01/2024	06/30/2025
WHITE PLAINS ACADEMY - 288 E MAIN ST, COOKEVILLE, TN. 38506-5222	07/01/2024	06/30/2025

Discovery Education Science Techbook for Tennessee - Grade 6		
SCHOOLS	**START DATE**	**END DATE**
ALGOOD ELEMENTARY SCHOOL - 2525 OLD WALTON RD, COOKEVILLE, TN. 38506-4955	07/01/2024	06/30/2025
ALGOOD MIDDLE SCHOOL - 540 DRY VALLEY RD, COOKEVILLE, TN. 38506-4935	07/01/2024	06/30/2025
AVERY TRACE MIDDLE SCHOOL - 230 RAIDER DR, COOKEVILLE, TN. 38501-4553	07/01/2024	06/30/2025
BURKS ELEMENTARY SCHOOL - 300 CROSSVILLE ST, MONTEREY, TN. 38574-1626	07/01/2024	06/30/2025
CANE CREEK ELEMENTARY SCHOOL - 1500 W JACKSON ST, COOKEVILLE, TN. 38501-7105	07/01/2024	06/30/2025
CAPSHAW ELEMENTARY SCHOOL - 1 COUGAR LN, COOKEVILLE, TN. 38501-4725	07/01/2024	06/30/2025
CORNERSTONE ELEMENTARY SCHOOL - 371 1ST AVE S, BAXTER, TN. 38544-5138	07/01/2024	06/30/2025
JERE WHITSON ELEMENTARY SCHOOL - 178 E JERE WHITSON RD, COOKEVILLE, TN. 38501-1099	07/01/2024	06/30/2025
NORTHEAST ELEMENTARY SCHOOL - 575 N OLD KENTUCKY RD, COOKEVILLE, TN. 38501-3092	07/01/2024	06/30/2025
PARK VIEW ELEMENTARY SCHOOL - 545 SCOTT AVE, COOKEVILLE, TN. 38501-3999	07/01/2024	06/30/2025
PRESCOTT SOUTH ELEMENTARY SCHOOL - 115 W CEMETERY RD, COOKEVILLE, TN. 38506-5594	07/01/2024	06/30/2025
PRESCOTT SOUTH MIDDLE SCHOOL - 1859 S JEFFERSON AVE, COOKEVILLE, TN. 38506-5567	07/01/2024	06/30/2025
SYCAMORE ELEMENTARY SCHOOL - 452 ELLIS AVE, COOKEVILLE, TN. 38501-1529	07/01/2024	06/30/2025
T T U CHILD DEVELOPMENT LAB - PO BOX 5146, COOKEVILLE, TN. 38505-0001	07/01/2024	06/30/2025
UPPERMAN MIDDLE SCHOOL - 6750 NASHVILLE HWY, BAXTER, TN. 38544	07/01/2024	06/30/2025
VITAL UPPER CUMBERLAND E LEARNING CENTER - 1400 E SPRING ST, COOKEVILLE, TN. 38506-4313	07/01/2024	06/30/2025
WHITE PLAINS ACADEMY - 288 E MAIN ST, COOKEVILLE, TN. 38506-5222	07/01/2024	06/30/2025

Discovery Education Science Techbook for Tennessee - Grade 7		
SCHOOLS	**START DATE**	**END DATE**
ALGOOD ELEMENTARY SCHOOL - 2525 OLD WALTON RD, COOKEVILLE, TN. 38506-4955	07/01/2024	06/30/2025
ALGOOD MIDDLE SCHOOL - 540 DRY VALLEY RD, COOKEVILLE, TN. 38506-4935	07/01/2024	06/30/2025
AVERY TRACE MIDDLE SCHOOL - 230 RAIDER DR, COOKEVILLE, TN. 38501-4553	07/01/2024	06/30/2025
BURKS ELEMENTARY SCHOOL - 300 CROSSVILLE ST, MONTEREY, TN. 38574-1626	07/01/2024	06/30/2025

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CANE CREEK ELEMENTARY SCHOOL - 1500 W JACKSON ST, COOKEVILLE, TN. 38501-7105	07/01/2024	06/30/2025
CAPSHAW ELEMENTARY SCHOOL - 1 COUGAR LN, COOKEVILLE, TN. 38501-4725	07/01/2024	06/30/2025
CORNERSTONE ELEMENTARY SCHOOL - 371 1ST AVE S, BAXTER, TN. 38544-5138	07/01/2024	06/30/2025
JERE WHITSON ELEMENTARY SCHOOL - 178 E JERE WHITSON RD, COOKEVILLE, TN. 38501-1099	07/01/2024	06/30/2025
NORTHEAST ELEMENTARY SCHOOL - 575 N OLD KENTUCKY RD, COOKEVILLE, TN. 38501-3092	07/01/2024	06/30/2025
PARK VIEW ELEMENTARY SCHOOL - 545 SCOTT AVE, COOKEVILLE, TN. 38501-3999	07/01/2024	06/30/2025
PRESCOTT SOUTH ELEMENTARY SCHOOL - 115 W CEMETERY RD, COOKEVILLE, TN. 38506-5594	07/01/2024	06/30/2025
PRESCOTT SOUTH MIDDLE SCHOOL - 1859 S JEFFERSON AVE, COOKEVILLE, TN. 38506-5567	07/01/2024	06/30/2025
SYCAMORE ELEMENTARY SCHOOL - 452 ELLIS AVE, COOKEVILLE, TN. 38501-1529	07/01/2024	06/30/2025
T T U CHILD DEVELOPMENT LAB - PO BOX 5146, COOKEVILLE, TN. 38505-0001	07/01/2024	06/30/2025
UPPERMAN MIDDLE SCHOOL - 6750 NASHVILLE HWY, BAXTER, TN. 38544	07/01/2024	06/30/2025
VITAL UPPER CUMBERLAND E LEARNING CENTER - 1400 E SPRING ST, COOKEVILLE, TN. 38506-4313	07/01/2024	06/30/2025
WHITE PLAINS ACADEMY - 288 E MAIN ST, COOKEVILLE, TN. 38506-5222	07/01/2024	06/30/2025

Discovery Education Science Techbook for Tennessee - Grade 8		
SCHOOLS	**START DATE**	**END DATE**
ALGOOD ELEMENTARY SCHOOL - 2525 OLD WALTON RD, COOKEVILLE, TN. 38506-4955	07/01/2024	06/30/2025
ALGOOD MIDDLE SCHOOL - 540 DRY VALLEY RD, COOKEVILLE, TN. 38506-4935	07/01/2024	06/30/2025
AVERY TRACE MIDDLE SCHOOL - 230 RAIDER DR, COOKEVILLE, TN. 38501-4553	07/01/2024	06/30/2025
BURKS ELEMENTARY SCHOOL - 300 CROSSVILLE ST, MONTEREY, TN. 38574-1626	07/01/2024	06/30/2025
CANE CREEK ELEMENTARY SCHOOL - 1500 W JACKSON ST, COOKEVILLE, TN. 38501-7105	07/01/2024	06/30/2025
CAPSHAW ELEMENTARY SCHOOL - 1 COUGAR LN, COOKEVILLE, TN. 38501-4725	07/01/2024	06/30/2025
CORNERSTONE ELEMENTARY SCHOOL - 371 1ST AVE S, BAXTER, TN. 38544-5138	07/01/2024	06/30/2025
JERE WHITSON ELEMENTARY SCHOOL - 178 E JERE WHITSON RD, COOKEVILLE, TN. 38501-1099	07/01/2024	06/30/2025
NORTHEAST ELEMENTARY SCHOOL - 575 N OLD KENTUCKY RD, COOKEVILLE, TN. 38501-3092	07/01/2024	06/30/2025

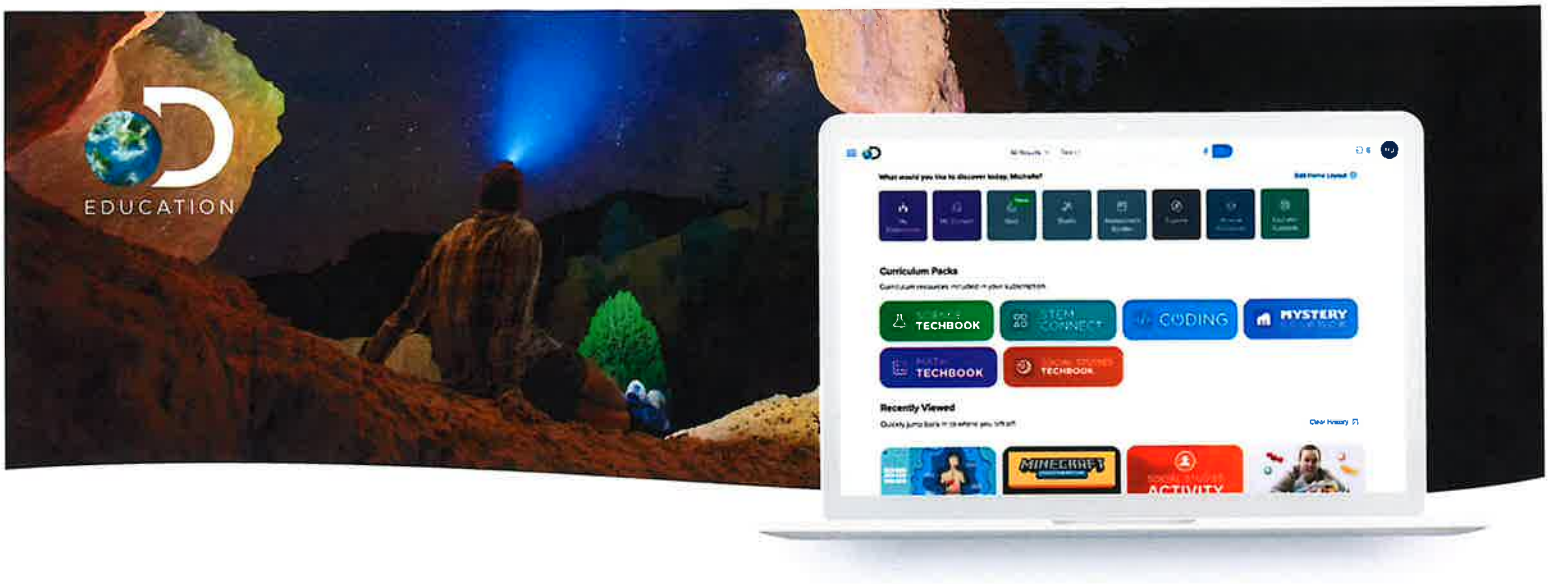
Ref. No. Q-362699

PARK VIEW ELEMENTARY SCHOOL - 545 SCOTT AVE, COOKEVILLE, TN. 38501-3999	07/01/2024	06/30/2025
PRESCOTT SOUTH ELEMENTARY SCHOOL - 115 W CEMETERY RD, COOKEVILLE, TN. 38506-5594	07/01/2024	06/30/2025
PRESCOTT SOUTH MIDDLE SCHOOL - 1859 S JEFFERSON AVE, COOKEVILLE, TN. 38506-5567	07/01/2024	06/30/2025
SYCAMORE ELEMENTARY SCHOOL - 452 ELLIS AVE, COOKEVILLE, TN. 38501-1529	07/01/2024	06/30/2025
T T U CHILD DEVELOPMENT LAB - PO BOX 5146, COOKEVILLE, TN. 38505-0001	07/01/2024	06/30/2025
UPPERMAN MIDDLE SCHOOL - 6750 NASHVILLE HWY, BAXTER, TN. 38544	07/01/2024	06/30/2025
VITAL UPPER CUMBERLAND E LEARNING CENTER - 1400 E SPRING ST, COOKEVILLE, TN. 38506-4313	07/01/2024	06/30/2025
WHITE PLAINS ACADEMY - 288 E MAIN ST, COOKEVILLE, TN. 38506-5222	07/01/2024	06/30/2025

Discovery Education Science Techbook for Tennessee - Kindergarten		
SCHOOLS	**START DATE**	**END DATE**
ALGOOD ELEMENTARY SCHOOL - 2525 OLD WALTON RD, COOKEVILLE, TN. 38506-4955	07/01/2024	06/30/2025
ALGOOD MIDDLE SCHOOL - 540 DRY VALLEY RD, COOKEVILLE, TN. 38506-4935	07/01/2024	06/30/2025
AVERY TRACE MIDDLE SCHOOL - 230 RAIDER DR, COOKEVILLE, TN. 38501-4553	07/01/2024	06/30/2025
BURKS ELEMENTARY SCHOOL - 300 CROSSVILLE ST, MONTEREY, TN. 38574-1626	07/01/2024	06/30/2025
CANE CREEK ELEMENTARY SCHOOL - 1500 W JACKSON ST, COOKEVILLE, TN. 38501-7105	07/01/2024	06/30/2025
CAPSHAW ELEMENTARY SCHOOL - 1 COUGAR LN, COOKEVILLE, TN. 38501-4725	07/01/2024	06/30/2025
CORNERSTONE ELEMENTARY SCHOOL - 371 1ST AVE S, BAXTER, TN. 38544-5138	07/01/2024	06/30/2025
JERE WHITSON ELEMENTARY SCHOOL - 178 E JERE WHITSON RD, COOKEVILLE, TN. 38501-1099	07/01/2024	06/30/2025
NORTHEAST ELEMENTARY SCHOOL - 575 N OLD KENTUCKY RD, COOKEVILLE, TN. 38501-3092	07/01/2024	06/30/2025
PARK VIEW ELEMENTARY SCHOOL - 545 SCOTT AVE, COOKEVILLE, TN. 38501-3999	07/01/2024	06/30/2025
PRESCOTT SOUTH ELEMENTARY SCHOOL - 115 W CEMETERY RD, COOKEVILLE, TN. 38506-5594	07/01/2024	06/30/2025
PRESCOTT SOUTH MIDDLE SCHOOL - 1859 S JEFFERSON AVE, COOKEVILLE, TN. 38506-5567	07/01/2024	06/30/2025
SYCAMORE ELEMENTARY SCHOOL - 452 ELLIS AVE, COOKEVILLE, TN. 38501-1529	07/01/2024	06/30/2025
T T U CHILD DEVELOPMENT LAB - PO BOX 5146, COOKEVILLE, TN. 38505-0001	07/01/2024	06/30/2025

UPPERMAN MIDDLE SCHOOL - 6750 NASHVILLE HWY, BAXTER, TN. 38544	07/01/2024	06/30/2025
VITAL UPPER CUMBERLAND E LEARNING CENTER - 1400 E SPRING ST, COOKEVILLE, TN. 38506-4313	07/01/2024	06/30/2025
WHITE PLAINS ACADEMY - 288 E MAIN ST, COOKEVILLE, TN. 38506-5222	07/01/2024	06/30/2025

Discovery Education Science Techbook for Tennessee - Physics		
SCHOOLS	**START DATE**	**END DATE**
ADULT LEARNING CENTER - 288 E MAIN ST, COOKEVILLE, TN. 38506-5222	07/01/2024	06/30/2025
COOKEVILLE HIGH SCHOOL - 1 CAVALIER DR, COOKEVILLE, TN. 38501-4988	07/01/2024	06/30/2025
MONTEREY HIGH SCHOOL - 710 E COMMERCIAL AVE, MONTEREY, TN. 38574-1221	07/01/2024	06/30/2025
UPPERMAN HIGH SCHOOL - 6950 NASHVILLE HWY, BAXTER, TN. 38544-3845	07/01/2024	06/30/2025
VITAL UPPER CUMBERLAND E LEARNING CENTER - 1400 E SPRING ST, COOKEVILLE, TN. 38506-4313	07/01/2024	06/30/2025
WHITE PLAINS ACADEMY - 288 E MAIN ST, COOKEVILLE, TN. 38506-5222	07/01/2024	06/30/2025



Discovery Education

Your Daily Learning Platform

Our award-winning K-12 platform is one secure place teachers can rely on to design and deliver immersive, engaging learning experiences that prepare their students for tomorrow. Find:

- High-quality, vetted, standards-aligned content that spans all grades and subjects
- Time-saving tools and resources for teaching, assessing, and collaborating
- Professional support and a global network of educators



DE is accessed in all **50** states and more than **140** countries and territories worldwide.

1 in 3 US students have access to our platform.

DE currently supports **43 TN Districts**

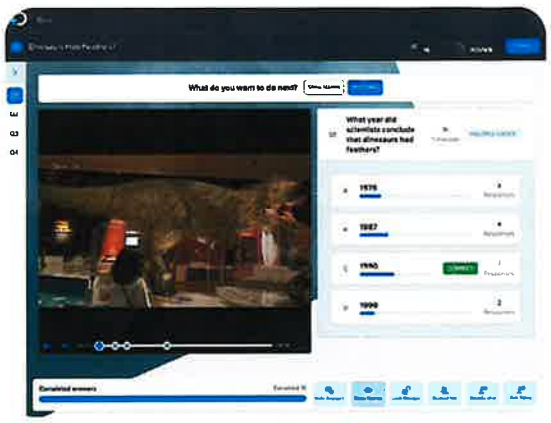
Your TN DE Team Leaders:

Kristin Nix
RVP, Partnerships
knix@discoveryed.com

Todd Wirt
VP, Partner Success
twirt@discoveryed.com

COMPREHENSIVE EDUCATIONAL RESOURCES

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- Find high-quality, vetted content and lesson resources that accommodate diverse learning styles.
- Take advantage of lessons and activities that promote creativity and collaboration with your students.
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- Gain professional inspiration with instructional strategies, teaching tips, and a global network of educators.



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One secure platform that integrates with your EdTech tools.

- Accessing DE is simple with a variety of login methods that don't compromise security.
- DE integrates well with popular LMS and other EdTech tools to complement your online learning environment.
- Built-in presentation, assessment, and lesson delivery options reduce the need for multiple, isolated tools.

Service	National Rate Per School	CER District Pricing Per School
Discovery Education Experience + Coding	$4,950	$3,500
Mystery Science	$1,999	$1,249
In Person PD	$3,000 Per Day	
Flexible Hourly Live Virtual PD	Packages Range From $4K-$22K	



To learn more about Discovery Education, visit:
DiscoveryEducation.com

*Discovery Education

VA15

Curriculum Associates®

Prepared For:
Melanie Bussell
Putnam Co SD
1400 E Spring St,
Cookeville, TN 38506

Purchase via Memphis Shelby County Schools RFP #10272002TJ

7/16/2024

Dear Melanie Bussell,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and/or services included. If you have any questions or would like any changes, please contact us.

Implementation Starting: 2024-2025 Quote ID: 356093.15 Quote Valid through: 12/31/2024

Product	List Price	Net Price
i-Ready	$171,990.00	$163,390.50
Toolbox	$56,790.00	$48,271.50
	List Total:	$228,780.00
	Savings:	$17,118.00
	Shipping/Tax/Other:	$0.00
	Total:	$211,662.00

Thank you again for your interest in Curriculum Associates.

Sincerely

Kristi Schalk
(423) 650-0338
kschalk@cainc.com

Please submit this quote with your purchase order

Curriculum Associates®

Quote ID: 356093.15 Date: 7/16/2024 Quote Valid through: 12/31/2024

Prepared For:
Melanie Bussell
Putnam Co SD
1400 E Spring St,
Cookeville, TN 38506
bussellm@pcsstn.com

Your Representative:
Kristi Schalk
(423) 650-0338
kschalk@cainc.com

Purchase via Memphis Shelby County Schools RFP #10272002TJ

Algood ES 2525 Old Walton Rd, Cookeville, TN 38506

Total Building Enrollment: 470, Grade Range: PK - 4

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Teacher Toolbox Access Reading + Writing Per Site 351-500 students 1 Year	Multiple	28347.0	1	$3,550.00	$3,017.50	$3,017.50
i-Ready Personalized Instruction Reading Add On Per Student License 1 Year	Multiple	13171.0	287	$27.00	$25.65	$7,361.55
					Subtotal:	$10,379.05
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$10,379.05

Algood MS 540 Dry Valley Rd, Cookeville, TN 38506

Total Building Enrollment: 761, Grade Range: 5 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Teacher Toolbox Access Reading + Writing Per Site 501-800 students 1 Year	Multiple	28348.0	1	$4,080.00	$3,468.00	$3,468.00
i-Ready Personalized Instruction Reading Add On Per Student License 1 Year	Multiple	13171.0	761	$27.00	$25.65	$19,519.65
					Subtotal:	$22,987.65
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$22,987.65

Avery Trace MS 230 Raider Dr, Cookeville, TN 38501

Total Building Enrollment: 756, Grade Range: 5 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Teacher Toolbox Access Reading + Writing Per Site 501-800 students 1 Year	Multiple	28348.0	1	$4,080.00	$3,468.00	$3,468.00
i-Ready Personalized Instruction Reading Add On Per Student License 1 Year	Multiple	13171.0	720	$27.00	$25.65	$18,468.00
					Subtotal:	$21,936.00
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$21,936.00

Baxter Primary School 125 Elmore Town Rd, Baxter, TN 38544

Total Building Enrollment: 288, Grade Range: PK - 1

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Teacher Toolbox Access Reading + Writing Per Site 201-350 students 1 Year	Multiple	28346.0	1	$2,360.00	$2,006.00	$2,006.00
					Subtotal:	$2,006.00
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$2,006.00

Burks ES 300 Crossville St, Monterey, TN 38574

Total Building Enrollment: 455, Grade Range: PK - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Teacher Toolbox Access Reading + Writing Per Site 351-500 students 1 Year	Multiple	28347.0	1	$3,550.00	$3,017.50	$3,017.50
i-Ready Personalized Instruction Reading Add On Per Student License 1 Year	Multiple	13171.0	355	$27.00	$25.65	$9,105.75
					Subtotal:	$12,123.25
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$12,123.25

Cane Creek ES 1500 W Jackson St, Cookeville, TN 38501

Total Building Enrollment: 435, Grade Range: PK - 4

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Teacher Toolbox Access Reading + Writing Per Site 351-500 students 1 Year	Multiple	28347.0	1	$3,550.00	$3,017.50	$3,017.50
i-Ready Personalized Instruction Reading Add On Per Student License 1 Year	Multiple	13171.0	246	$27.00	$25.65	$6,309.90
					Subtotal:	$9,327.40
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$9,327.40

Capshaw ES 1 Cougar Ln, Cookeville, TN 38501

Total Building Enrollment: 450, Grade Range: PK - 4

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Teacher Toolbox Access Reading + Writing Per Site 351-500 students 1 Year	Multiple	28347.0	1	$3,550.00	$3,017.50	$3,017.50
i-Ready Personalized Instruction Reading Add On Per Student License 1 Year	Multiple	13171.0	291	$27.00	$25.65	$7,464.15
					Subtotal:	$10,481.65
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$10,481.65

Cornerstone ES 371 1st Ave S, Baxter, TN 38544

Total Building Enrollment: 358, Grade Range: 2 - 4

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Teacher Toolbox Access Reading + Writing Per Site 351-500 students 1 Year	Multiple	28347.0	1	$3,550.00	$3,017.50	$3,017.50
i-Ready Personalized Instruction Reading Add On Per Student License 1 Year	Multiple	13171.0	358	$27.00	$25.65	$9,182.70
					Subtotal:	$12,200.20
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$12,200.20

Jere Whitson ES 178 E Jerry Woodson Rd, Cookeville, TN 38501

Total Building Enrollment: 295, Grade Range: PK - 4

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Teacher Toolbox Access Reading + Writing Per Site 201-350 students 1 Year	Multiple	28346.0	1	$2,360.00	$2,006.00	$2,006.00
i-Ready Personalized Instruction Reading Add On Per Student License 1 Year	Multiple	13171.0	183	$27.00	$25.65	$4,693.95
					Subtotal:	$6,699.95
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$6,699.95

Monterey HS 710 E Commercial Ave, Monterey, TN 38574

Total Building Enrollment: 198, Grade Range: 7 - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Teacher Toolbox Access Reading + Writing Per Site 200 or fewer students 1 Year	Multiple	28345.0	1	$1,290.00	$1,096.50	$1,096.50
i-Ready Personalized Instruction Reading Add On Per Student License 1 Year	Multiple	13171.0	285	$27.00	$25.65	$7,310.25
					Subtotal:	$8,406.75
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$8,406.75

Northeast ES 575 N Old Kentucky Rd, Cookeville, TN 38501

Total Building Enrollment: 400, Grade Range: PK - 4

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Teacher Toolbox Access Reading + Writing Per Site 351-500 students 1 Year	Multiple	28347.0	1	$3,550.00	$3,017.50	$3,017.50
i-Ready Personalized Instruction Reading Add On Per Student License 1 Year	Multiple	13171.0	243	$27.00	$25.65	$6,232.95
					Subtotal:	$9,250.45
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$9,250.45

Park View ES 545 Scott Ave, Cookeville, TN 38501

Total Building Enrollment: 390, Grade Range: PK - 4

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Teacher Toolbox Access Reading + Writing Per Site 351-500 students 1 Year	Multiple	28347.0	1	$3,550.00	$3,017.50	$3,017.50
i-Ready Personalized Instruction Reading Add On Per Student License 1 Year	Multiple	13171.0	246	$27.00	$25.65	$6,309.90
					Subtotal:	$9,327.40
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$9,327.40

Prescott South ES 115 W Cemetery Rd, Cookeville, TN 38506

Total Building Enrollment: 520, Grade Range: PK - 4

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Teacher Toolbox Access Reading + Writing Per Site 501-800 students 1 Year	Multiple	28348.0	1	$4,080.00	$3,468.00	$3,468.00
i-Ready Personalized Instruction Reading Add On Per Student License 1 Year	Multiple	13171.0	312	$27.00	$25.65	$8,002.80
					Subtotal:	$11,470.80
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$11,470.80

Prescott South MS 1859 S Jefferson Ave, Cookeville, TN 38506

Total Building Enrollment: 813, Grade Range: 5 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Teacher Toolbox Access Reading + Writing Per Site 801-1200 students 1 Year	Multiple	28349.0	1	$5,060.00	$4,301.00	$4,301.00
i-Ready Personalized Instruction Reading Add On Per Student License 1 Year	Multiple	13171.0	812	$27.00	$25.65	$20,827.80
					Subtotal:	$25,128.80
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$25,128.80

Sycamore ES 452 Ellis Ave, Cookeville, TN 38501

Total Building Enrollment: 295, Grade Range: PK - 4

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Teacher Toolbox Access Reading + Writing Per Site 201-350 students 1 Year	Multiple	28346.0	1	$2,360.00	$2,006.00	$2,006.00
i-Ready Personalized Instruction Reading Add On Per Student License 1 Year	Multiple	13171.0	168	$27.00	$25.65	$4,309.20
					Subtotal:	$6,315.20
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$6,315.20

Upperman MS 6700 Nashville Hwy, Baxter, TN 38544

Total Building Enrollment: 800, Grade Range: 5 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Teacher Toolbox Access Reading + Writing Per Site 501-800 students 1 Year	Multiple	28348.0	1	$4,080.00	$3,468.00	$3,468.00
i-Ready Personalized Instruction Reading Add On Per Student License 1 Year	Multiple	13171.0	853	$27.00	$25.65	$21,879.45
					Subtotal:	$25,347.45
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$25,347.45

Vital 288 E Main St, Cookeville, TN 38506

Total Building Enrollment: 180, Grade Range: 3 - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Teacher Toolbox Access Reading + Writing Per Site 200 or fewer students 1 Year	Multiple	28345.0	1	$1,290.00	$1,096.50	$1,096.50
i-Ready Personalized Instruction Reading Add On Per Student License 1 Year	Multiple	13171.0	180	$27.00	$25.65	$4,617.00
					Subtotal:	$5,713.50
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$5,713.50

White Plains Academy 288 E Main St, Cookeville, TN 38506

Total Building Enrollment: 90, Grade Range: K - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Personalized Instruction Reading Add On Per Student License 1 Year	Multiple	13171.0	70	$27.00	$25.65	$1,795.50
Teacher Toolbox Access Reading Per Student 1 Year	Multiple	16058.0	90	$10.00	$8.50	$765.00
					Subtotal:	$2,560.50
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$2,560.50

Total	
List Total:	$228,780.00
Savings:	$17,118.00
Merchandise Total:	$211,662.00
Voucher/Credit:	$0.00
Estimated Tax:	$0.00
Estimated Shipping:	$0.00
Total:	$211,662.00

Special Notes

15% i-Ready Partnership Discount applied to Toolbox contingent upon separate purchase of i-Ready.
All i-Ready purchases require professional learning.
5% discount applied to i-Ready based on scope of quote.

F.O.B.: N. Billerica, MA 01862
Shipping: Shipping based on MDSE total
Terms: Net 30 days, pending credit approval
Fed. ID: #26-3954988

Please submit this quote with your purchase order

Y18

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Notice for Usage of Teacher Toolbox Materials

Thank you for your interest in Teacher Toolbox! Teacher Toolbox is a digital collection of instructional materials, designed to support teachers in delivering research-based instruction, remediation, and enrichment to students in Grades K–8.

Your Teacher Toolbox subscription provides access to Teacher Toolbox content for Grades K–8. During this time, educators may use Teacher Toolbox materials during whole class and small group instruction, for individual assignments, and may post student-facing Teacher Toolbox PDFs on a password-protected learning management system (LMS). Please be aware that files expire on June 30 of each year for purposes of Teacher Toolbox maintenance and updates. If you add files to an LMS, this expiration date may require that you re-load these files after this date.

Curriculum Associates, 153 Rangeway Road, North Billerica MA 01862-2013
Phone: 800-225-0248, Fax: 800-366-1158, E-Mail: orders@cainc.com, Website: CurriculumAssociates.com

Curriculum Associates®

Placing an Order

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153 Rangeway Rd
North Billerica, MA 01862-2013

Please visit CurriculumAssociates.com for more informationabout placing orders or contact CA's customer service department (1-800-225-0248) and reference quote numberfor questions.
Please attach quote to all signed purchase orders.
If tax exempt, please submit a valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount
$74.99 or less	Max charge of $12.75
$75.00 to $999.99	12% of order
$1,000 to $4,999.99	10% of order

Order Amount	Freight Amount
$5,000.00 to $99,999.99	9% of order
$100,000 and more	7% of order

Please contact your local CA representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is 500lbs.

The enhanced shipping and handling services listed below are available upon request subject to the availability of our carrier partners. Please notify us of these delivery requests prior to submitting your PO so that we can include the service on your quote appropriately:

- Interior Location Delivery $50/shipment location
- White Glove Delivery Service $350/shipment location

If our carrier partners are unable to deliver to the location instructed on the PO or you need to change the time or location of delivery, one or more of the following fees may be applicable:

- Delivery Address Change $100/shipment location
- Freight Storage $150/day/shipment location
- Freight Carrier Redelivery $100/shipment location

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listedabove) are added to the invoice or included in the unit price unless otherwise specified.

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Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: payment in full at time of order
- Accounts must be current before subsequentshipments are made

To ensure payment processing is timely and environmentally conscious, CA encourages ACH payments. If you would like to pay via ACH, please request remittance information by emailing AR@cainc.com.
Please send any payment notifications to payments@cainc.com. Credit card payments are only accepted for purchases under $50,000.

Invoice Receipt Preference

CA is pleased to offer electronic invoice delivery. Electronic invoice delivery allows CA to deliver your invoice in a timely and environmentally friendly manner. To request electronic invoice delivery please contact the CA Accounts Receivable team at invoices@cainc.com or by fax (1-800-366-1158). Please reference your quote number, provide a valid email address where the invoice should be directed, and indicate you would like to opt into electronic invoice delivery.

Terms of Service

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at i-ready.com/support. Customer's professional-learning sessions will expire two years following the date of your purchase order or the implementation year noted on your quote, whichever comes first and are subject to the Professional Learning Terms of Service, which can be found at i-ready.com/support.

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For any non-print products - your subscription may be terminated and you may request a pro-rata refund within 90 days of license start date. After 90 days, your non-print products purchase shall be final and no refunds are available. Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased print materials with pre-approval from CA's Customer Service department within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248 option 2) for return authorization and documentation. When returning material, please include your return authorization number and the retu rn form that will be provided to you by CA's Return department. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, Ready Classroom® student and teacher sets, and Magnetic Reading classroom kits.

VA16

Curriculum Associates®

Prepared For:
Melanie Bussell
Putnam Co SD
1400 E Spring St,
Cookeville, TN 38506

Purchase via Memphis Shelby County Schools RFP #10272002TJ

7/16/2024

Dear Melanie Bussell,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and/or services included. If you have any questions or would like any changes, please contact us.

Implementation Starting: 2024-2025 Quote ID: 356093.16 Quote Valid through: 12/31/2024

Product	List Price	Net Price
i-Ready	$54,000.00	$54,000.00
Toolbox	$56,790.00	$48,271.50
	List Total:	$110,790.00
	Savings:	$8,518.50
	Shipping/Tax/Other:	$0.00
	Total:	$102,271.50

Thank you again for your interest in Curriculum Associates.

Sincerely

Kristi Schalk
(423) 650-0338
kschalk@cainc.com

Please submit this quote with your purchase order

Curriculum Associates

Quote ID: 356093.16 **Date: 7/16/2024** **Quote Valid through: 12/31/2024**

Prepared For:
Melanie Bussell
Putnam Co SD
1400 E Spring St,
Cookeville, TN 38506
bussellm@pcsstn.com

Your Representative:
Kristi Schalk
(423) 650-0338
kschalk@cainc.com

Purchase via Memphis Shelby County Schools RFP #10272002TJ

i-Ready

Product Name	Item #	Qty	List Price	Net Price	Total
i-Ready Personalized Instruction Math Add On Per Student License 1 Year	13178.0	2000	$27.00	$27.00	$54,000.00
				i-Ready Subtotal:	$54,000.00

Toolbox

Product Name	Item #	Qty	List Price	Net Price	Total
Teacher Toolbox Access Math Per Site 200 or fewer students 1 Year	28267.0	2	$1,290.00	$1,096.50	$2,193.00
Teacher Toolbox Access Math Per Site 201-350 students 1 Year	28268.0	3	$2,360.00	$2,006.00	$6,018.00
Teacher Toolbox Access Math Per Site 351-500 students 1 Year	28269.0	7	$3,550.00	$3,017.50	$21,122.50
Teacher Toolbox Access Math Per Site 501-800 students 1 Year	28270.0	4	$4,080.00	$3,468.00	$13,872.00
Teacher Toolbox Access Math Per Site 801-1200 students 1 Year	28271.0	1	$5,060.00	$4,301.00	$4,301.00
Teacher Toolbox Access Math Per Student 1 Year	16059.0	90	$10.00	$8.50	$765.00
				Toolbox Subtotal:	$48,271.50

Total

List Total:	$110,790.00
Savings:	$8,518.50
Merchandise Total:	$102,271.50
Voucher/Credit:	$0.00
Estimated Tax:	$0.00
Estimated Shipping:	$0.00
Total:	**$102,271.50**

Special Notes

15% i-Ready Partnership Discount applied to Toolbox contingent upon separate purchase of i-Ready.
All i-Ready purchases require professional learning.

F.O.B.: N. Billerica, MA 01862
Shipping: Shipping based on MDSE total
Terms: Net 30 days, pending credit approval
Fed. ID: #26-3954988

Please submit this quote with your purchase order

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Your Teacher Toolbox subscription provides access to Teacher Toolbox content for Grades K–8. During this time, educators may use Teacher Toolbox materials during whole class and small group instruction, for individual assignments, and may post student-facing Teacher Toolbox PDFs on a password-protected learning management system (LMS). Please be aware that files expire on June 30 of each year for purposes of Teacher Toolbox maintenance and updates. If you add files to an LMS, this expiration date may require that you re-load these files after this date.

Curriculum Associates, 153 Rangeway Road, North Billerica MA 01862-2013
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Please visit CurriculumAssociates.com for more informationabout placing orders or contact CA's customer service department (1-800-225-0248) and reference quote numberfor questions.
Please attach quote to all signed purchase orders.
If tax exempt, please submit a valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount
$74.99 or less	Max charge of $12.75
$75.00 to $999.99	12% of order
$1,000 to $4,999.99	10% of order

Order Amount	Freight Amount
$5,000.00 to $99,999.99	9% of order
$100,000 and more	7% of order

Please contact your local CA representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is 500lbs.

The enhanced shipping and handling services listed below are available upon request subject to the availability of our carrier partners. Please notify us of these delivery requests prior to submitting your PO so that we can include the service on your quote appropriately:

- Interior Location Delivery $50/shipment location
- White Glove Delivery Service $350/shipment location

If our carrier partners are unable to deliver to the location instructed on the PO or you need to change the time or location of delivery, one or more of the following fees may be applicable:

- Delivery Address Change $100/shipment location
- Freight Storage $150/day/shipment location
- Freight Carrier Redelivery $100/shipment location

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listedabove) are added to the invoice or included in the unit price unless otherwise specified.

Supply chain challenges outside of Curriculum Associates' control may impact inventory availability for print product. We recommend submission of purchase orders as soon as possible to help ensure timely delivery.

Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: payment in full at time of order
- Accounts must be current before subsequentshipments are made

To ensure payment processing is timely and environmentally conscious, CA encourages ACH payments. If you would like to pay via ACH, please request remittance information by emailing AR@cainc.com.
Please send any payment notifications to payments@cainc.com. Credit card payments are only accepted for purchases under $50,000.

Invoice Receipt Preference

CA is pleased to offer electronic invoice delivery. Electronic invoice delivery allows CA to deliver your invoice in a timely and environmentally friendly manner. To request electronic invoice delivery please contact the CA Accounts Receivable team at invoices@cainc.com or by fax (1-800-366-1158). Please reference your quote number, provide a valid email address where the invoice should be directed, and indicate you would like to opt into electronic invoice delivery.

Terms of Service

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at i-ready.com/support. Customer's professional-learning sessions will expire two years following the date of your purchase order or the implementation year noted on your quote, whichever comes first and are subject to the Professional Learning Terms of Service, which can be found at i-ready.com/support.

Return Policy

For any non-print products - your subscription may be terminated and you may request a pro-rata refund within 90 days of license start date. After 90 days, your non-print products purchase shall be final and no refunds are available. Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased print materials with pre-approval from CA's Customer Service department within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248 option 2) for return authorization and documentation. When returning material, please include your return authorization number and the retu rn form that will be provided to you by CA's Return department. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, Ready Classroom® student and teacher sets, and Magnetic Reading classroom kits.

VAT

Curriculum Associates®

Prepared For:
Melanie Bussell
Putnam Co SD
1400 E Spring St,
Cookeville, TN 38506

Purchase via Memphis Shelby County Schools RFP #10272002TJ

7/16/2024

Dear Melanie Bussell,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and/or services included. If you have any questions or would like any changes, please contact us.

Implementation Starting: 2024-2025 Quote ID: 356093.17 Quote Valid through: 12/31/2024

Product	List Price	Net Price
i-Ready	$155,947.50	$111,805.20
	List Total:	$155,947.50
	Savings:	$44,142.30
	Shipping/Tax/Other:	$0.00
	Total:	$111,805.20

Thank you again for your interest in Curriculum Associates.

Sincerely

Kristi Schalk
(423) 650-0338
kschalk@cainc.com

Please submit this quote with your purchase order

Curriculum Associates®

Quote ID: 356093.17 Date: 7/16/2024 Quote Valid through: 12/31/2024

Prepared For:
Melanie Bussell
Putnam Co SD
1400 E Spring St,
Cookeville, TN 38506
bussellm@pcsstn.com

Your Representative:
Kristi Schalk
(423) 650-0338
kschalk@cainc.com

Purchase via Memphis Shelby County Schools RFP #10272002TJ

Algood ES 2525 Old Walton Rd, Cookeville, TN 38506

Total Building Enrollment: 485, Grade Range: PK - 4

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	485	$7.25	$5.80	$2,813.00
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	287	$7.25	$5.80	$1,664.60
					Subtotal:	$4,477.60
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$4,477.60

Algood MS 540 Dry Valley Rd, Cookeville, TN 38506

Total Building Enrollment: 761, Grade Range: 5 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	761	$7.25	$5.80	$4,413.80
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	761	$7.25	$5.80	$4,413.80
					Subtotal:	$8,827.60
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$8,827.60

Avery Trace MS 230 Raider Dr, Cookeville, TN 38501

Total Building Enrollment: 720, Grade Range: 5 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	720	$7.25	$5.80	$4,176.00
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	720	$7.25	$5.80	$4,176.00
					Subtotal:	$8,352.00
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$8,352.00

Baxter Primary School 125 Elmore Town Rd, Baxter, TN 38544

Total Building Enrollment: 278, Grade Range: PK - 1

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	278	$7.25	$5.80	$1,612.40
					Subtotal:	$1,612.40
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$1,612.40

Burks ES 300 Crossville St, Monterey, TN 38574

Total Building Enrollment: 497, Grade Range: PK - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	497	$7.25	$5.80	$2,882.60
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	355	$7.25	$5.80	$2,059.00
					Subtotal:	$4,941.60
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$4,941.60

Cane Creek ES 1500 W Jackson St, Cookeville, TN 38501

Total Building Enrollment: 410, Grade Range: PK - 4

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	410	$7.25	$5.80	$2,378.00
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	246	$7.25	$5.80	$1,426.80
					Subtotal:	$3,804.80
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$3,804.80

Capshaw ES 1 Cougar Ln, Cookeville, TN 38501

Total Building Enrollment: 485, Grade Range: PK - 4

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	485	$7.25	$5.80	$2,813.00
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	291	$7.25	$5.80	$1,687.80
					Subtotal:	$4,500.80
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$4,500.80

Cookeville HS 1 Cavalier Dr, Cookeville, TN 38501

Total Building Enrollment: 2300, Grade Range: 9 - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License Grades 9-12 1 Year	9-12	14928.0	2300	$7.25	$4.00	$9,200.00
i-Ready Assessment Reading Per Student License Grades 9-12 1 Year	9-12	14936.0	2300	$7.25	$4.00	$9,200.00
					Subtotal:	$18,400.00
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$18,400.00

Cornerstone ES 371 1st Ave S, Baxter, TN 38544

Total Building Enrollment: 358, Grade Range: 2 - 4

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	358	$7.25	$5.80	$2,076.40
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	358	$7.25	$5.80	$2,076.40
					Subtotal:	$4,152.80
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$4,152.80

Jere Whitson ES 178 E Jerry Woodson Rd, Cookeville, TN 38501

Total Building Enrollment: 305, Grade Range: PK - 4

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	305	$7.25	$5.80	$1,769.00
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	183	$7.25	$5.80	$1,061.40
					Subtotal:	$2,830.40
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$2,830.40

Monterey HS 710 E Commercial Ave, Monterey, TN 38574

Total Building Enrollment: 190, Grade Range: 7 - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License Grades 9-12 1 Year	9-12	14928.0	285	$7.25	$4.00	$1,140.00
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	190	$7.25	$5.80	$1,102.00
i-Ready Assessment Reading Per Student License Grades 9-12 1 Year	9-12	14936.0	285	$7.25	$4.00	$1,140.00
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	190	$7.25	$5.80	$1,102.00
					Subtotal:	$4,484.00
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$4,484.00

Northeast ES 575 N Old Kentucky Rd, Cookeville, TN 38501

Total Building Enrollment: 405, Grade Range: PK - 4

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	405	$7.25	$5.80	$2,349.00
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	243	$7.25	$5.80	$1,409.40
					Subtotal:	$3,758.40
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$3,758.40

Park View ES 545 Scott Ave, Cookeville, TN 38501

Total Building Enrollment: 410, Grade Range: PK - 4

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	410	$7.25	$5.80	$2,378.00
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	246	$7.25	$5.80	$1,426.80
					Subtotal:	$3,804.80
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$3,804.80

Prescott South ES 115 W Cemetery Rd, Cookeville, TN 38506

Total Building Enrollment: 520, Grade Range: PK - 4

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	520	$7.25	$5.80	$3,016.00
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	312	$7.25	$5.80	$1,809.60
					Subtotal:	$4,825.60
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$4,825.60

Prescott South MS 1859 S Jefferson Ave, Cookeville, TN 38506

Total Building Enrollment: 812, Grade Range: 5 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	812	$7.25	$5.80	$4,709.60
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	812	$7.25	$5.80	$4,709.60
					Subtotal:	$9,419.20
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$9,419.20

Sycamore ES 452 Ellis Ave, Cookeville, TN 38501

Total Building Enrollment: 280, Grade Range: PK - 4

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	280	$7.25	$5.80	$1,624.00
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	168	$7.25	$5.80	$974.40
					Subtotal:	$2,598.40
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$2,598.40

Upperman HS 6950 Nashville Hwy, Baxter, TN 38544

Total Building Enrollment: 903, Grade Range: 9 - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License Grades 9-12 1 Year	9-12	14928.0	903	$7.25	$4.00	$3,612.00
i-Ready Assessment Reading Per Student License Grades 9-12 1 Year	9-12	14936.0	903	$7.25	$4.00	$3,612.00
					Subtotal:	$7,224.00
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$7,224.00

Upperman MS 6700 Nashville Hwy, Baxter, TN 38544

Total Building Enrollment: 853, Grade Range: 5 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	853	$7.25	$5.80	$4,947.40
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	853	$7.25	$5.80	$4,947.40
					Subtotal:	$9,894.80
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$9,894.80

Vital 288 E Main St, Cookeville, TN 38506

Total Building Enrollment: 180, Grade Range: 3 - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License Grades 9-12 1 Year	9-12	14928.0	90	$7.25	$4.00	$360.00
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	180	$7.25	$5.80	$1,044.00
i-Ready Assessment Reading Per Student License Grades 9-12 1 Year	9-12	14936.0	90	$7.25	$4.00	$360.00
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	180	$7.25	$5.80	$1,044.00
					Subtotal:	$2,808.00
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$2,808.00

White Plains Academy 288 E Main St, Cookeville, TN 38506

Total Building Enrollment: 90, Grade Range: K - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment Math Per Student License Grades 9-12 1 Year	9-12	14928.0	20	$7.25	$4.00	$80.00
i-Ready Assessment Math Per Student License 1 Year	Multiple	13086.0	90	$7.25	$5.80	$522.00
i-Ready Assessment Reading Per Student License Grades 9-12 1 Year	9-12	14936.0	20	$7.25	$4.00	$80.00
i-Ready Assessment Reading Per Student License 1 Year	Multiple	13088.0	70	$7.25	$5.80	$406.00
					Subtotal:	$1,088.00
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$1,088.00

Total

List Total:	$155,947.50
Savings:	$44,142.30
Merchandise Total:	$111,805.20
Voucher/Credit:	$0.00
Estimated Tax:	$0.00
Estimated Shipping:	$0.00
Total:	$111,805.20

Special Notes

20% discount applied to i-Ready based on scope of quote.
All i-Ready purchases require professional learning.

F.O.B.: N. Billerica, MA 01862
Shipping: Shipping based on MDSE total
Terms: Net 30 days, pending credit approval
Fed. ID: #26-3954988

Please submit this quote with your purchase order

Y20

Curriculum Associates®

Placing an Order

Email: Orders@cainc.com
Fax: 1-800-366-1158
Mail:
ATTN: CUSTOMER SERVICE DEPT.
Curriculum Associates LLC
153 Rangeway Rd
North Billerica, MA 01862-2013

Please visit CurriculumAssociates.com for more informationabout placing orders or contact CA's customer service department (1-800-225-0248) and reference quote numberfor questions.
Please attach quote to all signed purchase orders.
If tax exempt, please submit a valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount
$74.99 or less	Max charge of $12.75
$75.00 to $999.99	12% of order
$1,000 to $4,999.99	10% of order

Order Amount	Freight Amount
$5,000.00 to $99,999.99	9% of order
$100,000 and more	7% of order

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- White Glove Delivery Service $350/shipment location

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- Delivery Address Change $100/shipment location
- Freight Storage $150/day/shipment location
- Freight Carrier Redelivery $100/shipment location

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- Without credit approval: payment in full at time of order
- Accounts must be current before subsequentshipments are made

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Please send any payment notifications to payments@cainc.com. Credit card payments are only accepted for purchases under $50,000.

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Terms of Service

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at i-ready.com/support. Customer's professional-learning sessions will expire two years following the date of your purchase order or the implementation year noted on your quote, whichever comes first and are subject to the Professional Learning Terms of Service, which can be found at i-ready.com/support.

Return Policy

For any non-print products - your subscription may be terminated and you may request a pro-rata refund within 90 days of license start date. After 90 days, your non-print products purchase shall be final and no refunds are available. Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased print materials with pre-approval from CA's Customer Service department within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248 option 2) for return authorization and documentation. When returning material, please include your return authorization number and the return form that will be provided to you by CA's Return department. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, Ready Classroom® student and teacher sets, and Magnetic Reading classroom kits.

VA18

Curriculum Associates®

Prepared For:
Melanie Bussell
Putnam Co SD
1400 E Spring St,
Cookeville, TN 38506

Purchase via Memphis Shelby County Schools RFP #10272002TJ

7/16/2024

Dear Melanie Bussell,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and/or services included. If you have any questions or would like any changes, please contact us.

Implementation Starting: 2024-2025 Quote ID: 356093.18 Quote Valid through: 12/31/2024

Product	List Price	Net Price
i-Ready	$46,980.00	$44,631.00
	List Total:	$46,980.00
	Savings:	$2,349.00
	Shipping/Tax/Other:	$0.00
	Total:	$44,631.00

Thank you again for your interest in Curriculum Associates.

Sincerely

Kristi Schalk
(423) 650-0338
kschalk@cainc.com

Please submit this quote with your purchase order

Curriculum Associates®

Quote ID: 356093.18 Date: 7/16/2024 Quote Valid through: 12/31/2024

Prepared For:
Melanie Bussell
Putnam Co SD
1400 E Spring St,
Cookeville, TN 38506
bussellm@pcsstn.com

Your Representative:
Kristi Schalk
(423) 650-0338
kschalk@cainc.com

Purchase via Memphis Shelby County Schools RFP #10272002TJ

Algood ES 2525 Old Walton Rd, Cookeville, TN 38506

Total Building Enrollment: 470, Grade Range: PK - 4

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Personalized Instruction Math Add On Per Student License 1 Year	Multiple	13178.0	188	$27.00	$25.65	$4,822.20
					Subtotal:	$4,822.20
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$4,822.20

Baxter Primary School 125 Elmore Town Rd, Baxter, TN 38544

Total Building Enrollment: 288, Grade Range: PK - 1

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Personalized Instruction Math Add On Per Student License 1 Year	Multiple	13178.0	288	$27.00	$25.65	$7,387.20
					Subtotal:	$7,387.20
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$7,387.20

Burks ES 300 Crossville St, Monterey, TN 38574

Total Building Enrollment: 455, Grade Range: PK - 6

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Personalized Instruction Math Add On Per Student License 1 Year	Multiple	13178.0	130	$27.00	$25.65	$3,334.50
					Subtotal:	$3,334.50
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$3,334.50

Cane Creek ES 1500 W Jackson St, Cookeville, TN 38501

Total Building Enrollment: 435, Grade Range: PK - 4

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Personalized Instruction Math Add On Per Student License 1 Year	Multiple	13178.0	174	$27.00	$25.65	$4,463.10
					Subtotal:	$4,463.10
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$4,463.10

Capshaw ES 1 Cougar Ln, Cookeville, TN 38501

Total Building Enrollment: 450, Grade Range: PK - 4

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Personalized Instruction Math Add On Per Student License 1 Year	Multiple	13178.0	180	$27.00	$25.65	$4,617.00
					Subtotal:	$4,617.00
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$4,617.00

Jere Whitson ES 178 E Jerry Woodson Rd, Cookeville, TN 38501

Total Building Enrollment: 295, Grade Range: PK - 4

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Personalized Instruction Math Add On Per Student License 1 Year	Multiple	13178.0	118	$27.00	$25.65	$3,026.70
					Subtotal:	$3,026.70
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$3,026.70

Northeast ES 575 N Old Kentucky Rd, Cookeville, TN 38501

Total Building Enrollment: 400, Grade Range: PK - 4

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Personalized Instruction Math Add On Per Student License 1 Year	Multiple	13178.0	160	$27.00	$25.65	$4,104.00
					Subtotal:	$4,104.00
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$4,104.00

Park View ES 545 Scott Ave, Cookeville, TN 38501

Total Building Enrollment: 390, Grade Range: PK - 4

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Personalized Instruction Math Add On Per Student License 1 Year	Multiple	13178.0	156	$27.00	$25.65	$4,001.40
					Subtotal:	$4,001.40
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$4,001.40

Prescott South ES 115 W Cemetery Rd, Cookeville, TN 38506

Total Building Enrollment: 520, Grade Range: PK - 4

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Personalized Instruction Math Add On Per Student License 1 Year	Multiple	13178.0	208	$27.00	$25.65	$5,335.20
					Subtotal:	$5,335.20
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$5,335.20

Sycamore ES 452 Ellis Ave, Cookeville, TN 38501

Total Building Enrollment: 295, Grade Range: PK - 4

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Personalized Instruction Math Add On Per Student License 1 Year	Multiple	13178.0	118	$27.00	$25.65	$3,026.70
					Subtotal:	$3,026.70
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$3,026.70

White Plains Academy 288 E Main St, Cookeville, TN 38506

Total Building Enrollment: 90, Grade Range: K - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Personalized Instruction Math Add On Per Student License 1 Year	Multiple	13178.0	20	$27.00	$25.65	$513.00
					Subtotal:	$513.00
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$513.00

Total

List Total:	$46,980.00
Savings:	$2,349.00
Merchandise Total:	$44,631.00
Voucher/Credit:	$0.00
Estimated Tax:	$0.00
Estimated Shipping:	$0.00
Total:	**$44,631.00**

Special Notes

Cannot be purchased unless i-Ready Math Assessment is purchased for these K-1 students. 5% discount applied to i-Ready based on scope of quote.

All i-Ready purchases require professional learning.

F.O.B.: N. Billerica, MA 01862
Shipping: Shipping based on MDSE total
Terms: Net 30 days, pending credit approval
Fed. ID: #26-3954988

Please submit this quote with your purchase order

Y11

Curriculum Associates®

Placing an Order

Email: Orders@cainc.com
Fax: 1-800-366-1158
Mail:
ATTN: CUSTOMER SERVICE DEPT.
Curriculum Associates LLC
153 Rangeway Rd
North Billerica, MA 01862-2013

Please visit CurriculumAssociates.com for more informationabout placing orders or contact CA's customer service department (1-800-225-0248) and reference quote numberfor questions.
Please attach quote to all signed purchase orders.
If tax exempt, please submit a valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

Shipping Policy

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$75.00 to $999.99	12% of order
$1,000 to $4,999.99	10% of order

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Terms of Service

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at i-ready.com/support. Customer's professional-learning sessions will expire two years following the date of your purchase order or the implementation year noted on your quote, whichever comes first and are subject to the Professional Learning Terms of Service, which can be found at i-ready.com/support.

Return Policy

For any non-print products - your subscription may be terminated and you may request a pro-rata refund within 90 days of license start date. After 90 days, your non-print products purchase shall be final and no refunds are available. Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased print materials with pre-approval from CA's Customer Service department within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248 option 2) for return authorization and documentation. When returning material, please include your return authorization number and the return form that will be provided to you by CA's Return department. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, Ready Classroom® student and teacher sets, and Magnetic Reading classroom kits.

RFP#10272022TJ Digital and Print Supplemental Instructional Resources

Best and Final Offer

** Respondent **MUST** provide Best and Final offer for each component of the Pricing Schedule. Must Please provide BAFO to be inclusive of **Initial 3 years** and **each optional renewal years** indicated below.

Initial 3 years
Please see: Quote #: 312281.1 and 312281.2 for additional pricing details. Pricing below is reflective of 312281.1 for two-subject digital site licenses and professional development.

	Cost	Description
Online/digital, and/or interactive digital license:	**$2,730,509** *i-Ready & Toolbox for K-8 Sites 2 Subjects*	**Per Year (Cost based on approx. 100,000 students/teachers)**
Help Desk & Technical Support	**$0** *Included at No Addt'l Cost*	**Per Year**
Professional Development- ongoing (Cost should include travel expenses)	**$488,000 1 YR Total** *2 Days Per Site,* ***$2,000 Per Up to 6 Hour Session***	**Per Day (Onsite)**
	$2,000 Per Up to 6 Hour Session *Same Cost as On Site; PD May Be Delivered Virtually if/as Necessary*	**Per Day (Virtual)**
Implementation fee: (If any)	**$0** *Included at No Addt'l Cost*	**Onsite**
	$0 *Included at No Addt'l Cost*	**Virtual**
Project Manager, Consultant, and Implementer: (If any)	**$TBD If Need is Determined**	**(Annually)** *Should Project Management services beyond the included i-Ready Partners Implementation Support service be needed, a cost can be determined based upon the scope of service/s requested.*
Material Cost	**$TBD; Additional Print Product Available as Desired**	*No additional material costs are applicable for i-Ready and/or Toolbox.* *Material costs will reflect costs shown on original submission for Ready Reading, Ready Writing, Magnetic Reading Foundations, Magnetic Reading, Phonics for Reading, and BRIGANCE.*

Shipping Cost Fee (free shipping preferred)	**$N/A** *Digitally Delivered*	*Shipping costs apply to any purchases of print products.*
(Initial) 3 years cost	**$9,655,527 Over 3 Years** *$3,218,509 (1 Year)*	**Total Cost** *Pricing is reflective of 312281.1 for two-subject digital site licenses and professional development*

Note: Memphis-Shelby County Schools cannot guarantee material volume as it varies by school or department.

RFP#10272022TJ Digital and Print Supplemental Instructional Resources

Best and Final Offer

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Year 4 Option Renewal
Please see: Quote #: 312281.1 and 312281.2 for additional pricing details. Pricing below is reflective of 312281.1 for two-subject digital site licenses and professional development.

	Cost	Description
Online/digital, and/or interactive digital license:	**$2,730,509** *i-Ready & Toolbox for K-8 Sites 2 Subject*	**Per Year (Cost based on approx. 100,000 students/teachers)**
Help Desk & Technical Support	**$0** *Included at No Addt'l Cost*	**Per Year**
Professional Development- ongoing (Cost should include travel expenses)	**$488,000 1 YR Total** *2 Days Per Site,* ***$2,000 Per Up to 6 Hour Session***	**Per Day (Onsite)**
	$2,000 Per Up to 6 Hour Session *Same Cost as On Site; PD May Be Delivered Virtually if/as Necessary*	**Per Day (Virtual)**
Implementation fee: (If any)	**$0** *Included at No Addt'l Cost*	**Onsite**
	$0 *Included at No Addt'l Cost*	**Virtual**
Project Manager, Consultant, and Implementer: (If any)	**$TBD If Need is Determined**	**(Annually)** *Should Project Management services beyond the included i-Ready Partners Implementation Support service be needed, a cost can be determined based upon the scope of service/s requested.*
Material Cost	**$TBD; Additional Print Product Available as Desired**	*No additional material costs are applicable for i-Ready and/or Toolbox.* *Material costs will reflect costs shown on original submission for Ready Reading, Ready Writing, Magnetic*

RFP#10272022TJ Digital and Print Supplemental Instructional Resources

Best and Final Offer

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		Reading Foundations, Magnetic Reading, Phonics for Reading, and BRIGANCE.
Shipping Cost Fee (free shipping preferred)	**$N/A** *Digitally Delivered*	*Shipping costs apply to any purchases of print products.*
Year 4 Option to renewal *List pricing of i-Ready, Toolbox, & PD will be held for renewal years 4 & 5 as shown in the initial term. Cost of additional print materials (Ready, Magnetic Reading, Phonics, BRIGANCE) will be at then-current pricing in years 4 & 5.*	**$3,218,509 (1 Year)**	**Total Cost** *Pricing is reflective of 312281.1 for two-subject digital site licenses and professional development*

Note: Memphis-Shelby County Schools cannot guarantee material volume as it varies by school or department.

RFP#10272022TJ Digital and Print Supplemental Instructional Resources

Best and Final Offer

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Year 5 Option Renewal
Please see: Quote #: 312281.1 and 312281.2 for additional pricing details. Pricing below is reflective of 312281.1 for two-subject digital site licenses and professional development.

	Cost	Description
Online/digital, and/or interactive digital license:	**$2,730,509** *i-Ready & Toolbox for K-8 Sites 2 Subject*	**Per Year (Cost based on approx. 100,000 students/teachers)**
Help Desk & Technical Support	**$0** *Included at No Addt'l Cost*	**Per Year**
Professional Development- ongoing (Cost should include travel expenses)	**$488,000 1YR Total** *2 Days Per Site,* ***$2,000 Per Up to 6 Hour Session***	**Per Day (Onsite)**
	$2,000 Per Up to 6 Hour Session *Same Cost as On Site; PD May Be Delivered Virtually if/as Necessary*	**Per Day (Virtual)**
Implementation fee: (If any)	**$0** *Included at No Addt'l Cost*	**Onsite**
	$0 *Included at No Addt'l Cost*	**Virtual**
Project Manager, Consultant, and Implementer: (If any)	**$TBD If Need is Determined**	**(Annually)** *Should Project Management services beyond the included i-Ready Partners Implementation Support service be needed, a cost can be determined based upon the scope of service/s requested.*
Material Cost	**$TBD; Additional Print Product Available as Desired**	*No additional material costs are applicable for i-Ready and/or Toolbox.* *Material costs will reflect costs shown on original submission for Ready Reading, Ready Writing, Magnetic Reading Foundations, Magnetic Reading,*

RFP#10272022TJ Digital and Print Supplemental Instructional Resources

Best and Final Offer

** Respondent **MUST** provide Best and Final offer for each component of the Pricing Schedule. Please provide BAFO to be inclusive of **Initial 3 years** and **each optional renewal years** indicated below.

		Phonics for Reading, and BRIGANCE.
Shipping Cost Fee **(free shipping preferred)**	**$N/A** *Digitally Delivered*	*Shipping costs apply to any purchases of print products.*
Year 5 Option to renewal *List pricing of i-Ready, Toolbox, & PD will be held for renewal years 4 & 5 as shown in the initial term. Cost of additional print materials (Ready, Magnetic Reading, Phonics, BRIGANCE) will be at then-current pricing in years 4 & 5.*	**$3,218,509 (1 Year)**	**Total Cost** *Pricing is reflective of 312281.1 for two-subject digital site licenses and professional development*

Note: Memphis-Shelby County Schools cannot guarantee material volume as it varies by school or department.

VA19

Curriculum Associates®

Prepared For:
Melanie Bussell
Putnam Co SD
1400 E Spring St,
Cookeville, TN 38506

4/2/2024

Dear Melanie Bussell,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and/or services included. If you have any questions or would like any changes, please contact us.

Implementation Starting: 2024-2025 Quote ID: 366449.2 Quote Valid through: 12/31/2024

Product	List Price	Net Price
i-Ready	$24,030.00	$22,828.50
	List Total:	$24,030.00
	Savings:	$1,201.50
	Shipping/Tax/Other:	$0.00
	Total:	$22,828.50

Thank you again for your interest in Curriculum Associates.

Sincerely

Kristi Schalk
(423) 650-0338
kschalk@cainc.com

Please submit this quote with your purchase order

Curriculum Associates®

Quote ID: 366449.2 **Date: 4/2/2024** **Quote Valid through: 12/31/2024**

Prepared For:
Melanie Bussell
Putnam Co SD
1400 E Spring St,
Cookeville, TN 38506
bussellm@pcsstn.com

Your Representative:
Kristi Schalk
(423) 650-0338
kschalk@cainc.com

i-Ready

Product Name	Item #	Qty	List Price	Net Price	Total
i-Ready Personalized Instruction Math Add On Per Student License 1 Year	13178.0	890	$27.00	$25.65	$22,828.50
				i-Ready Subtotal:	$22,828.50

Total

List Total:	$24,030.00
Savings:	$1,201.50
Merchandise Total:	$22,828.50
Voucher/Credit:	$0.00
Estimated Tax:	$0.00
Estimated Shipping:	$0.00
Total:	**$22,828.50**

Special Notes

All i-Ready purchases require professional learning.
5% discount applied to i-Ready based on scope of quote (district's entire kindergarten population).

F.O.B.: N. Billerica, MA 01862
Shipping: Shipping based on MDSE total
Terms: Net 30 days, pending credit approval
Fed. ID: #26-3954988

Please submit this quote with your purchase order

Y11

Curriculum Associates®

Placing an Order

Email: Orders@cainc.com
Fax: 1-800-366-1158
Mail:
ATTN: CUSTOMER SERVICE DEPT.
Curriculum Associates LLC
153 Rangeway Rd
North Billerica, MA 01862-2013

Please visit CurriculumAssociates.com for more informationabout placing orders or contact CA's customer service department (1-800-225-0248) and reference quote numberfor questions.
Please attach quote to all signed purchase orders.
If tax exempt, please submit a valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

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$74.99 or less	Max charge of $12.75
$75.00 to $999.99	12% of order
$1,000 to $4,999.99	10% of order

Order Amount	Freight Amount
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$100,000 and more	7% of order

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- White Glove Delivery Service $350/shipment location

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- Freight Carrier Redelivery $100/shipment location

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Please send any payment notifications to payments@cainc.com. Credit card payments are only accepted for purchases under $50,000.

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VA2D

Curriculum Associates®

Quote ID: 356093.9 **Date: 6/21/2024** **Quote Valid through: 12/31/2024**

Prepared For:
Melanie Bussell
Putnam Co SD
1400 E Spring St,
Cookeville, TN 38506
bussellm@pcsstn.com

Your Representative:
Kristi Schalk
(423) 650-0338
kschalk@cainc.com

Professional Learning

Product Name	Item #	Qty	Net Price	Total
Professional Learning Session (up to 6 hours) AY 24-25	38557.0	10	$2,200.00	$22,000.00
			Professional Learning Subtotal:	$22,000.00

Total

List Total:	$22,000.00
Savings:	$0.00
Merchandise Total:	$22,000.00
Voucher/Credit:	$0.00
Estimated Tax:	$0.00
Estimated Shipping:	$0.00
Total:	**$22,000.00**

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Terms: Net 30 days, pending credit approval
Fed. ID: #26-3954988

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N1

Curriculum Associates®

Information on Professional Learning Sessions and COVID-19

Protecting the health and safety of the educators we serve and their students, as well as the health and safety of our employees, is of paramount importance to Curriculum Associates. While it is our preference to deliver PL sessions in person, circumstances related to COVID-19 may require us to provide sessions virtually instead. Curriculum Associates' policy is to only provide PL sessions in person where one of our employees can reach the session site by car and where adequate safety measures are in place to protect the health of our session leaders and participants. Curriculum Associates reserves the right to switch any session from in-person to virtual if we cannot reach a session site by car, if adequate safety measures cannot be put in place, or if Curriculum Associates determines that it would otherwise put it employees at risk to provide an in-person session.

If your school or district will not permit visitors at the time of a scheduled session, Curriculum Associates would be happy to provide an equivalent live, virtual session via videoconference. Similarly, Curriculum Associates will comply with your school or district's health and safety requirements regarding on-site visitors if we are given adequate advance notice. Our PL Operations team will work with school or district personnel to hold sessions in a manner that protects the safety of educators and your school community as well as Curriculum Associates employees.

We are pleased to be able to serve you in these challenging times and look forward to providing productive learning sessions to your staff. Any questions regarding scheduling in-person or virtual training sessions should be directed to pdoperations@cainc.com.

Curriculum Associates, 153 Rangeway Road, North Billerica MA 01862-2013
Phone: 800-225-0248, Fax: 800-366-1158, E-Mail: orders@cainc.com, Website: CurriculumAssociates.com

Curriculum Associates®

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VA21

ParentNotices

TransACT ParentNotices Subscription - Annual Renewal: **9/30/2024**

Subject: ParentNotices Renewal Notification

Dear, Alice Brown

Thank you for choosing TransACT! TransACT continues to make parent and family engagement and compliance easier for schools and families! Your ParentNotices subscription is renewing on 9/30/2024.

All updates to the Parent Notification Collections are included in your annual subscription.

Every year, you save thousands of dollars in translation and hosting costs with your ParentNotices subscription:

- Notices written by experts in education programs
- Professionally translated
- Timely updates after federal guidance changes in requirements
- Evidence of implementation during state & federal audits
- Unlimited, district-wide access

If you elect to terminate this agreement, for any reason, per the binding Terms of Use that your district agreed to upon providing an initial purchase order, we must receive your official signed, written notice no later than thirty (30) days prior to the expiration of the Initial Term or any Automatic Renewal Term. Payment will be required in full on/or before your subscription due date.

Thank you for choosing ParentNotices for your parent communication needs! Please review and complete the information on the page(s) below.

Sincerely,

Jamie Osgoodby
Senior Account Manager
TransACT Communications, LLC
5105 200th Street SW, Suite 200, Lynnwood, WA 98036
425-977-2115 | 425-776-3377
jamie@transact.com | www.transact.com

TransACT® and Confidence in Ac on® are registered trademarks of TransACT Communications, LLC. All Rights Reserved. www.transact.com/terms

ParentNotices

Renewal Notice

To TransACT Communications, LLC
ATTN: Business Services
FAX: (425) 776-3377

Date: 02 / 28 / 2024
Due Date: 9/30/2024
TransACT Tax ID Number: 47-5313048

Annual Subscription Renewal Form

TransACT® Compliance AND Translation e-Library

Please complete this form to renew your subscription. **This is not an invoice.**

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Product	Renewal Price
TransACT® Parent Notices General Education Collection + ESSA Compliance Collection	$9,990.00
Total	**$9,990.00**

Name: ~~Alice Brown~~ Kim Cravens Title:

District: Putnam County Board of Education

Address:

City: State: Zip:

Signature: Date:

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VA22

Curriculum Associates, LLC Price Quote - Q-42280

Version: 1
Quote Date: 3/12/2024
Quote Expiration Date: 9/30/2024

This price quote from Curriculum Associates, LLC having an address at 153 Rangeway Road, North Billerica, MA 01862 ("Company") has been prepared for the Customer Name identified as "Customer" below. Customer's use of Ellevation subscriptions shall be subject to the Ellevation Terms and Conditions of Use, which can be found at https://ellevationeducation.com/platform-legal-notices.

Company:	Curriculum Associates, LLC	Customer:	Putnam County School System, TN
Representative:	Tony DeJesus	Contact Name:	Alice Brown
Email:	tony.dejesus@ellevationeducation.com	Email:	browna25@pcsstn.com
Phone:	617-307-5755	Phone:	(931) 528-1847 x1222
Address:	153 Rangeway Road, North Billerica, MA 01862	Address:	1400 East Spring Street, Cookeville,TN 38506
Start Date:	11/1/2024	End Date:	10/31/2025

Subscription Fees

Product	Quantity	Unit Price	Total Fees
2024 - Ellevation Strategies	987	$16.00	$15,792.00
	987	$16.00	$15,792.00
		Subscription Total:	$31,584.00

Services Fees

Services Total:	$0.00

Total Investment - Q-42280

Grand Total:	$31,584.00

Invoicing Schedule: Up Front, In Full Payment Term: Net 30 Contract Term:

- Account Number: 4418064408 | Account Name: Curriculum Associates, LLC
- Bank Name: Wells Fargo Bank - San Francisco, CA
- ABA Routing: 121000248
- Tax ID: 26-3954988

To the extent your purchase is subject to sales tax, tax will be applied at final invoicing. If tax exempt, please submit valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

To place an order - Please submit this quote with your purchase order to your Ellevation Sales Rep at: tony.dejesus@ellevationeducation.com

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

September 25, 2023

Sent via email to: orders@cainc.com

Customer Service
Curriculum Associates, LLC
153 Rangeway Road
North Billerica, MA 01862

Re: Instructional Materials and Classroom Teaching Supplies and Equipment
BuyBoard Contract 653-21

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Instructional Materials and Classroom Teaching Supplies and Equipment, Contract 653-21, for which the current term is set to expire October 31, 2023. At this time, the BuyBoard is renewing your contract through October 31, 2024. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

final renewal v.02.13.2020

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

July 29, 2021

Sent Via Email: RFPs@cainc.com

Jaclyn Sullivan
Curriculum Associates, LLC
153 Rangeway Road
North Billerica, MA 01862

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 653-21 for Instructional Materials and Classrooms Teaching Supplies and Equipment

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of November 1, 2021 through October 31, 2022 and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 653-21 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas
Asst. Division Director, Cooperative Purchasing
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

12007 Research Boulevard • Austin, Texas 78759-2439 · PH: 800-695-2919 • buyboard.com

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Instructional Materials and Classroom Teaching Supplies and Equipment

Proposal Invitation Number: 653-21

Contract Term: November 1, 2021 through October 31, 2022 with two possible one-year renewals.

Proposal Due Date/Opening Date and Time:
May 13, 2021 at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Anticipated Cooperative Board Meeting Date:
July 2021

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Curriculum Associates, LLC Name of Proposing Company	5/11/21 Date
153 Rangeway Road Street Address	 Signature of Authorized Company Official
North Billerica, MA, 01862 City, State, Zip	Laura Youssef Printed Name of Authorized Company Official
800-225-0248 Telephone Number of Authorized Company Official	Senior VP, Sales Operations and Finance Position or Title of Authorized Company Official
800-366-1158 Fax Number of Authorized Company Official	26-3954988 Federal ID Number

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Israel Boycott Certification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: LY

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

_____

Initial: LY

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☐ I certify that my company is a **Resident Proposer.**
■ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Curriculum Associates, LLC	153 Rangeway Road	
Company Name	Address	
N. Billerica	MA	01862
City	State	Zip Code

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☒ No

B. What is the prescribed amount or percentage? $0 or 0%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☒ No

Initial: LY

NO ISRAEL BOYCOTT CERTIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (√) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

- ☐ **Minority Owned Business**
- ☐ **Women Owned Business**
- ☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☒ My company has **NOT** been certified as a HUB.

Initial: LY

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial: LY

DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☐ **No**; Deviations
☑ **Yes**; Deviations

List and fully explain any deviations you are submitting:

See attached letter.

Initial: LY

Curriculum Associates®

May 4, 2021

TASB Assistant Division Director
Cooperative Procurement
The Local Government Purchasing Cooperative
12007 Research Boulevard
Austin, TX 78759

Re: Proposal No. 653-21 for Instructional Materials and Classroom Teaching Supplies and Equipment

Dear TASB Assistant Division Director:

Reference is made to that proposal submitted by Curriculum Associates, LLC ("Curriculum Associates") for Proposal No. 653-21 for Instructional Materials and Classroom Teaching Supplies and Equipment (the "RFP") published by the Texas Association of School Boards, Inc. (together with its Local Government Purchasing Cooperative d/b/a "BuyBoard"). Consistent with Curriculum Associates' policies, practices and current agreement with BuyBoard, Curriculum Associates respectfully submits the following clarifications to the RFP's terms and conditions to maintain continuity across projects. Notwithstanding anything to the contrary in the RFP, the clarifications in this letter shall be binding on BuyBoard and its affiliates.

Curriculum Associates would like to reaffirm that, notwithstanding any language in the RFP to the contrary, it will only service BuyBoard cooperative members (as defined in the RFP) within the states of Texas and Idaho. The products Curriculum Associates will provide are for use in those states only, and it will not accept orders from cooperative members in any other state through BuyBoard or its affiliates.

BuyBoard acknowledges and agrees that Curriculum Associates will only be obligated to pay BuyBoard's fees for purchases made directly through BuyBoard, as well as for those purchase orders received from cooperative members who reference BuyBoard. Cooperative members have the option to purchase from Curriculum Associates directly. Nothing in the RFP will obligate cooperative members to purchase products or services from Curriculum Associates though BuyBoard.

BuyBoard acknowledges and agrees that Curriculum Associates shall offer its goods and services to cooperative members in Texas and Idaho at the same unit pricing and same general terms and conditions as its other customers in those states, subject to applicable state laws in the state of purchase, provided that those members purchase the same products and services in the same quantities and under the same terms and conditions.

For the avoidance of doubt, Curriculum Associates will be allowed to increase its product prices at least annually as posted on its website and/or when new products are released, including for any renewals.

Sincerely,

Laura Youssef
Senior Vice President, Operations

VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: _____

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☒ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

Initial: LY

B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☐ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☒ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: All products listed on the product list are protected by copyright.

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: LY

EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

■ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

■ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:** LY

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

■ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

■ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: LY

6. Right to Inventions Made Under a Contract or Agreement:
If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

■ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:
Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

■ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:
Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

■ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:
Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: LY

10. Procurement of Recovered Materials:
For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

■ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:
Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

■ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

■ **YES**, I agree. ☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:
For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

■ **YES**, I agree. ☐ **NO**, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:
In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: LY

COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Israel Boycott Certification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Curriculum Associates, LLC

Company Name

Laura Youssef

Signature of Authorized Company Official

Laura Youssef, Sr VP, Sales Ops and Finance

Printed Name and Title

5/11/21

Date

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases *(Optional)*

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company: Curriculum Associates, LLC

(List the legal name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☐ Corporation ■ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): MA

Federal Employer Identification Number: 26-3954988

(Vendor must include a completed IRS W-9 form with their Proposal)

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Curriculum Associates, LLC

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.
Curriculum Associates, LLC

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

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.
153 Rangeway Road, N. Billerica, MA 01862

Requester's name and address (optional)

6 City, state, and ZIP code
North Billerica, MA, 01862

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
2 6 - 3 9 5 4 9 8 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 ▶ Lauren Yanf Date ▶ 5/5/21

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.*

VENDOR CONTACT INFORMATION

Proposal/Contract Contact:

Vendor Proposal/Contract Contact Name: Jackie Sullivan

Vendor Proposal/Contract Contact E-mail Address: RFPs@cainc.com

Vendor Contact Mailing Address for Proposal/Contract Notices: 153 Rangeway, N. Billerica, MA 01862

Company Website: www.curriculumassociates.com

Purchase Orders Contact Information: All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

☒ I will use the internet to receive Purchase Orders at the following address:

Purchase Order E-mail Address: orders@cainc.com

Purchase Order Contact: Customer Service Rep Phone: 800-225-0248

Alternate Purchase Order E-mail Address: n/a

Alternate Purchase Order Contact: _____ Phone: _____

☐ Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

RFQ E-mail Address: RFPs@cainc.com

RFQ Contact: Jackie Sullivan Phone: 800-225-0248

Alternate RFQ E-mail Address: n/a

Alternate RFQ Contact: _____ Phone: _____

Invoices: Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.**

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

■ Service fee invoices and related communications should be provided directly to my company at:

Invoice Mailing address: 153 Rangeway Road **Department:** Accounts Payable

City: North Billerica **State:** MA **Zip Code:** 01862

Contact Name: Accounts Payable Rep **Phone:** 800-225-0248

Invoice Fax: 800-366-1158 **Invoice E-mail Address:** payments@cainc.com

Alternative Invoice E-mail Address: n/a

☐ In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent**:

Billing Agent Mailing Address: _____ **Department:** _____

City: _____ **State:** _____ **Zip Code:** _____

Billing Agent Contact Name: _____ **Phone:** _____

Billing Agent Fax: _____ **Billing Agent E-mail Address:** _____

Alternative Billing Agent E-mail Address: _____

*** If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.*

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ■ Common Carrier ☐ Company Truck ☐ Prepaid and Add to Invoice ☐ Other: _____

2. Payment Terms: *(Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).):* Net 30 days with credit approval

3. Vendor's Internal/Assigned Reference/Quote Number (optional): _____

4. State or attach your return policy. (Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative): _____

https://www.curriculumassociates.com/support/shipping-and-returns

5. Are electronic payments acceptable? ■ Yes ☐ No 6. Are credit card payments acceptable? ☐ Yes ☒ No

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $ 0 . (The period of the 12-month period is 5/11/20 / 5/11/21). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	N	N	
2. T-PASS (State of Texas)	N	N	
3. OMNIA Partners	N	N	
4. Sourcewell (NJPA)	N	N	
5. E&I Cooperative	N	N	
6. Houston-Galveston Area Council (HGAC)	N	N	
7. Choice Partners	N	N	
8. The Interlocal Purchasing System (TIPS)	N	N	
9. Other	N	N	

☒ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 0 **Proposed Discount (%):** 0

Explanation: _____

GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1. Alief ISD	Kathleen Jahn	281-498-8100	kathleen.jahn@aliefisd.net	0%	*
2. Plainview ISD	Edna Garcia	806-729-5340	edna.garcia@plainviewisd.org	0%	*
3. Lamar CISD	Dr. Terri Mossige	832-233-0000	theresa.mossige@lcisd.org	0%	*
4. Mercedes ISD	Judith Guerra	956-514-2000	judith.guerra@misdtx.net	0%	*
5. Manor ISD	Lisa Kutsch	512-278-4473	lisa.kutsch@manorisd.net	0%	*

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☐ **NO** ■ If YES, please explain:

* Due to contractual obligations and confidentiality requirements, Curriculum Associates does not release quantity/volume information.

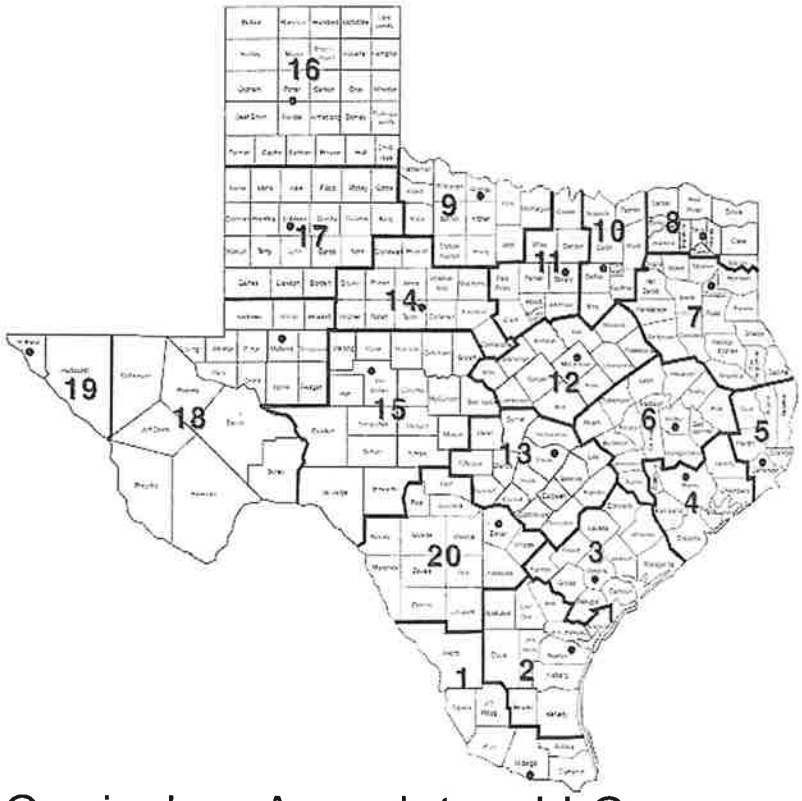
COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal.** (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



Curriculum Associates, LLC

Company Name

☒ **I will service Texas Cooperative members statewide.**

☐ **I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:**

Region and Headquarters

☐ 1 Edinburg
☐ 2 Corpus Christi
☐ 3 Victoria
☐ 4 Houston
☐ 5 Beaumont
☐ 6 Huntsville
☐ 7 Kilgore
☐ 8 Mount Pleasant
☐ 9 Wichita Falls
☐ 10 Richardson
☐ 11 Fort Worth
☐ 12 Waco
☐ 13 Austin
☐ 14 Abilene
☐ 15 San Angelo
☐ 16 Amarillo
☐ 17 Lubbock
☐ 18 Midland
☐ 19 El Paso
☐ 20 San Antonio

☐ I will not service members of the Texas Cooperative.

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STATE SERVICE DESIGNATION

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

Please check (√) all that apply:

☐ I will service all states in the United States.

☒ I will not service all states in the United States. I will service only the states checked below:

- ☐ Alabama
- ☐ Alaska
- ☐ Arizona (Excludes ELLevation product)
- ☐ Arkansas
- ☐ California (Public Contract Code 20118 & 20652)
- ☐ Colorado
- ☐ Connecticut
- ☐ Delaware
- ☐ District of Columbia
- ☐ Florida
- ☐ Georgia
- ☐ Hawaii
- ☐ Idaho
- ☐ Illinois
- ☐ Indiana
- ☐ Iowa
- ☐ Kansas
- ☐ Kentucky
- ☐ Louisiana
- ☐ Maine
- ☐ Maryland
- ☐ Massachusetts (Excludes ELLevation product)
- ☐ Michigan
- ☐ Minnesota
- ☐ Mississippi
- ☐ Missouri
- ☐ Montana
- ☐ Nebraska
- ☐ Nevada
- ☐ New Hampshire
- ☐ New Jersey
- ☐ New Mexico
- ☐ New York
- ☐ North Carolina
- ☐ North Dakota
- ☐ Ohio
- ☐ Oklahoma
- ☐ Oregon
- ☐ Pennsylvania
- ☐ Rhode Island
- ☐ South Carolina
- ☐ South Dakota
- ☐ Tennessee
- ☒ Texas
- ☐ Utah
- ☐ Vermont
- ☐ Virginia
- ☐ Washington
- ☐ West Virginia
- ☐ Wisconsin
- ☐ Wyoming

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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Name of Vendor	Proposal Invitation Number
Signature of Authorized Company Official	Printed Name of Authorized Company Official

Date

BuyBoard PURCHASING COOPERATIVE

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LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	**Contact Person**	**Contact Information** (Mailing Address, Phone, Fax, Email)

Not applicable to Curriculum Associates as we do not have designated dealers.

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* **(*attach W-9)**

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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

Curriculum Associates, LLC was founded in 1969 and has been in business for 52 years. In 2008, we switched from Curriculum Associates, Inc. to Curriculum Associates, LLC. There are no current transactions that would significantly alter our business or result in acquisition.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

See attached explanation.

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

See attached explanation.

4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

See attached explanation.

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

No

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

Curriculum Associates hasn't had any contracts terminated for breach. Contracts do terminate in their ordinary course in accordance with their terms.

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

N/A

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Now in our fifth decade of service to K–12 educational institutions, Curriculum Associates has the staff and resources needed to support Texas districts and schools. Since our founding by a team of educators nearly half a century years ago, we have produced research-based and classroom-proven programs focused on helping educators effectively address the diverse needs of their students. Today, **more than ten million students use our products across all program titles**.

With more than 1,500 highly trained staff members, Curriculum Associates publishes core curriculum for grades K–8 mathematics, as well as supplemental instruction and intervention for grade levels K–8 English language arts (ELA)/reading and mathematics; reading/ELA and mathematics assessments for students in K–12; and early childhood and Special Education inventories and screens for children birth through high school. Our programs include both print and web-based resources, aligned to the latest standards and informed by the needs and requirements of state education agencies, national assessment consortia, and school systems across the country. We also provide targeted, classroom-proven professional development and training resources to help educators effectively implement our programs to drive student learning.

Our Employees

Curriculum Associates' strong commitment to customer service begins with our top-notch employees. We provide all new and veteran personnel with a robust training regimen, spanning research and development, implementation/case studies, advancing technologies, feature releases, best practices and project management, internal process and customer support, and the foundational corporate mission and vision. These ongoing training activities ensure all personnel have the most current product knowledge and are fully equipped to serve our customers.

Our service team for Texas districts and schools includes in-state support as well as connected teams based from our Massachusetts headquarters and Arizona satellite office. Curriculum Associates offers in-house, full-time Customer Service and Technical Support personnel, plus dedicated *i-Ready* account managers to ensure a consistent level of service for our clients.

Account Management and Professional Development

Our depth of experience has enabled us to hone our program management processes and professional development offerings to support educators in the most effective, results-driven implementations. From onsite district workshops to tailored support sessions, our professional development is active, personalized, and research-based. As evidence of our ability to support our growing client base of educators across the country, our commitment to service was perhaps best embodied by our Professional Development team who delivered nearly **30,000 training sessions in 2020**.

Our dedication to world-class service is evident in our team composition. We now employ nearly four times as many service staff as sales representatives, and more than 41 percent of our employees are involved in service roles. Based on available data, this percentage is **double the industry average**—underscoring the importance we place on superior service and support. Through ongoing, personalized support, our service team ensures successful program implementation tailored to each school's specific needs, giving all students the potential for maximum growth.

We stand behind our programs and products, and we strive to clearly and accurately describe our products and to make the ordering process fast and easy. If, for any reason, the client is not satisfied with our materials, they may return them for a prompt and courteous credit, exchange, or refund (for digital programs, we will refund any remaining license term.)

Our goal is to ensure any Curriculum Associates' purchase made by Texas districts and schools meets or exceeds expectations.

Curriculum Associates Employee Statistics

- Total number of employees: Over 1,500
- Total number of Customer Service personnel: 46
- Total number of Technical Support personnel: 31
- Local Texas Sales Representatives:
    - Treyton Stender: Northern, Western, and Panhandle Regions
    - Steve Chandler: Eastern and Southeastern Regions
    - Shawn Popovich: Central Texas, Rio Grande Valley, and El Paso Regions
- Texas *i-Ready* Account Manager: Regina McCarthy

3. Marketing Strategy: For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.) Attach additional pages if necessary.

Our marketing team is prepared to support our partnership with the Cooperative, if we are selected to work with BuyBoard. Our current marketing plan is two-fold, initial and ongoing. Initial: 1. Send a communication via an email campaign to TX customers who have expressed interest in using BuyBoard to purchase Curriculum Associates' products. 2. Display the BuyBoard local at our local TX conferences. 3. Create a letter that states we are a vendor with BuyBoard – including all pertinent information – that our sales team will carry with them and distribute as needed to their contacts. Ongoing: 1. Continue to display the BuyBoard logo at local TX conferences we attend. 2. Send a yearly communication to school districts that have purchased via BuyBoard and that have expressed an interest in making additional purchases of Curriculum Associates' product.

4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Curriculum Associates is a fiscally sound organization committed to fully supporting the needs of our educator stakeholders. We have provided and supported successful implementations of our assessment and instructional solutions for thousands of schools in Texas and across the U.S.

We have grown from $28 million in 2009 to more than $350 million in 2020. Curriculum Associates' sound governance and fiscal strength enable our company to stay true its founding mission, while ensuring we will be here for the long run. We make decisions that benefit our clients, so we can continue to focus on what really matters: making classrooms better places for students and educators.

Neither Curriculum Associates nor our past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years.

Insurance and Bonding – Coverages per attached ACORD form.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/7/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Eastern Insurance Group LLC
233 West Central St
Natick MA 01760

CONTACT NAME: Marisa Coppola O'Malley
PHONE (A/C, No, Ext): 800-333-7234 FAX (A/C, No):
E-MAIL ADDRESS: MCoppolaOMalley@easterninsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Co	19682
INSURER B : Trumbull Insurance Company	27120
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Curriculum Associates LLC
153 Rangeway Road
North Billerica MA 01862

CURRASS-02

COVERAGES **CERTIFICATE NUMBER:** 1705591161 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			08UUNBA6769	1/1/2021	1/1/2022	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X Abuse & Molestat						MED EXP (Any one person)	$ 10,000
	X $1M Occ/$2M Agg						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			08UENBA7382	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR			08XHUBA6907	1/1/2021	1/1/2022	EACH OCCURRENCE	$ 15,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 15,000,000
	DED [X] RETENTION $ $10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			08WBAE7J6L	1/1/2021	1/1/2022	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

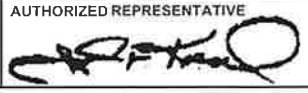
CERTIFICATE HOLDER

BuyBoard Purchasing Cooperation
12007 Research Blvd.
Austin TX 78759-2439

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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REQUIRED FORMS CHECKLIST

(Please check (√) the following)

[x] Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

[x] Reviewed/Completed: **Proposal Acknowledgements**
[x] Reviewed/Completed: **Felony Conviction Disclosure**
[x] Reviewed/Completed: **Resident/Nonresident Certification**
[x] Reviewed/Completed: **Debarment Certification**
[x] Reviewed/Completed: **Vendor Employment Certification**
[x] Reviewed/Completed: **No Israel Boycott Certification**
[x] Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
[x] Reviewed/Completed: **Historically Underutilized Business Certification**
[x] Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
[x] Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
[x] Reviewed/Completed: **Deviation and Compliance**
[x] Reviewed/Completed: **Vendor Consent for Name Brand Use**
[x] Reviewed/Completed: **Confidential/Proprietary Information**
[x] Reviewed/Completed: **EDGAR Vendor Certification**
[x] Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

[x] Reviewed/Completed: **Vendor Business Name**
[x] Reviewed/Completed: **Vendor Contact Information**
[x] Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
[x] Reviewed/Completed: **Governmental References**
[x] Reviewed/Completed: **Company Profile**
[x] Reviewed/Completed: **Texas Regional Service Designation**
[x] Reviewed/Completed: **State Service Designation**
[x] Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
[x] Reviewed/Completed: **Local/Authorized Seller Listings**
[x] Reviewed/Completed: **Manufacturer Dealer Designation**
[x] Reviewed/Completed: **Proposal Invitation Questionnaire**
[x] Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** *(Optional)*

[x] Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered.*

653-21
Curriculum Associates, LLC
Supplier Response

Event Information

Number: 653-21
Title: Instructional Materials and Classrooms Teaching Supplies and Equipment
Type: Request for Proposal
Issue Date: 3/24/2021
Deadline: 5/13/2021 04:00 PM (CT)
Notes:

The Local Government Purchasing Cooperative (BuyBoard)

Proposal Invitation No. 653-21
Instructional Materials and Classrooms Teaching Supplies and Equipment
Proposal Due Date and Time: May 13, 2021 at 4:00 PM

Responding to this and future proposals online is easy with our **online submission system.**

1. **View and download the forms.**

- **DO NOT log in to view and download the documents.**
- Visit vendor.buyboard.com and click on the "Current Proposal Invitations" button shown below to view and download the forms for this proposal.



2. **To submit completed proposal.**

- Visit vendor.buyboard.com and click "Register/Login/Submit Proposal" button shown
  below to submit your proposal online.



- For additional assistance click this link View our Proposal Submission Instructions.

New Vendor? Visit vendor.buyboard.com and click "Register/Login/Submit Proposal." Click Register now as a new supplier/vendor, so you don't miss future proposal opportunities.

Any Addenda issued with this proposal will also be placed on the website, and it will be the
vendor's responsibility to obtain the information.

Curriculum Associates, LLC Information

Address: 153 Rangeway Road
North Billerica
North Billerica, MA 01862
Phone: (800) 225-0248

By submitting your response, you certify that you are authorized to represent and bind your company.

Jaclyn Sullivan
Signature

RFPs@cainc.com
Email

Submitted at 5/12/2021 10:19:00 AM

Requested Attachments

BuyBoard Proposal Invitation No.653-21 for Instructional Materials and Classrooms Teaching Supplies and Equipment — Proposal-No-653-21.pdf

REQUIRED - In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist — Buy Board Part List 2020 - 2021.pdf

REQUIRED - In PDF format, upload catalog/pricelist in proposal invitation instructions. File size must not exceed 100MB.(Please DO NOT password protect uploaded files.)

Detailed Information and Exceptions Related to Discount and/or Hourly Labor Rate — *No response*

In PDF format, define the services that are proposed to be provided and attach detailed information including exceptions to pricing or discount percentage, NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

Company Profile — Curriculum Associates Company Profile.docx

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification — W-9.pdf

REQUIRED - In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Bid Lines

1

Section I: Non-Adopted Instructional Materials- Discount (%) off catalog/pricelist for **Non-Adopted Instructional and Curriculum Materials for Pre-Kindergarten and Kindergarten** (ELA, Mathematics, Science, Social Studies, and Other Curriculum Material).

Total: 0%

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

In Texas, state-adopted instructional materials are purchased through the Texas EMAT system. Such items are not included in this Proposal Invitation and shall not be sold by Vendors through any Contract awarded under this Proposal Invitation. Vendors shall comply with all laws applicable to the sale and purchase of Instructional Materials in any state which Vendor proposes to serve in Vendor's Proposal.

Item Attributes

1. State Name of Catalog/Pricelist

Curriculum Associates

2

Section I: Non-Adopted Instructional Materials- Discount (%) off catalog/pricelist for **Non-Adopted Instructional and Curriculum Materials for Grades 1-8** (ELA, Mathematics, Science, Social Studies, and Other Curriculum Material).

Total: 0%

Item Notes:

Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

In Texas, state-adopted instructional materials are purchased through the Texas EMAT system. Such items are not included in this Proposal Invitation and shall not be sold by Vendors through any Contract awarded under this Proposal Invitation. Vendors shall comply with all laws applicable to the sale and purchase of Instructional Materials in any state which Vendor proposes to serve in Vendor's Proposal.

Item Attributes

1. State Name of Catalog/Pricelist

Curriculum Associates

3

Section I: Non-Adopted Instructional Materials- Discount (%) off catalog/pricelist for **Non-Adopted Instructional and Curriculum Materials for High School** (ELA, Mathematics, Science, Social Studies, and Other Curriculum Material).

Total: 0%

Item Notes: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

In Texas, state-adopted instructional materials are purchased through the Texas EMAT system. Such items are not included in this Proposal Invitation and shall not be sold by Vendors through any Contract awarded under this Proposal Invitation. Vendors shall comply with all laws applicable to the sale and purchase of Instructional Materials in any state which Vendor proposes to serve in Vendor's Proposal.

Item Attributes

1. State Name of Catalog/Pricelist

Curriculum Associates

4

Section II: Instructional Technology Equipment, Supplies and Services- Discount (%) off catalog/pricelist for **Instructional Technology Equipment** (Calculators, Mobile Devices, Classroom Response Systems, Smart Boards, and Similar Equipment to be used in an instructional environment).

No Bid

Item Notes:

Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

In Texas, state-adopted instructional materials are purchased through the Texas EMAT system. Such items are not included in this Proposal Invitation and shall not be sold by Vendors through any Contract awarded under this Proposal Invitation. Vendors shall comply with all laws applicable to the sale and purchase of Instructional Materials in any state which Vendor proposes to serve in Vendor's Proposal.

Item Attributes

1. State Name of Catalog/Pricelist

No response

5

Section II: Instructional Technology Equipment, Supplies and Services- Discount (%) off catalog/pricelist for **Instructional Technology Supplies.**

Total: 0%

Item Notes:

Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

In Texas, state-adopted instructional materials are purchased through the Texas EMAT system. Such items are not included in this Proposal Invitation and shall not be sold by Vendors through any Contract awarded under this Proposal Invitation. Vendors shall comply with all laws applicable to the sale and purchase of Instructional Materials in any state which Vendor proposes to serve in Vendor's Proposal.

Item Attributes

1. State Name of Catalog/Pricelist

Curriculum Associates

6

Section II: Instructional Technology Equipment, Supplies and Services- Hourly Labor Rate for Installation and Service of Instructional Technology Equipment and Products - not to exceed hourly labor rate for Installation and Service of Equipment and Products.

Quantity: 1 UOM: Hour

No Bid

7

Section III: Professional Development Services for Staff on Instructional Technology Equipment- Discount (%) off catalog/pricelist for **Professional Development Services for Staff on Instructional Technology Equipment listed above on Item No. 4.**

Total: 0%

Item Notes:

Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

In Texas, state-adopted instructional materials are purchased through the Texas EMAT system. Such items are not included in this Proposal Invitation and shall not be sold by Vendors through any Contract awarded under this Proposal Invitation. Vendors shall comply with all laws applicable to the sale and purchase of Instructional Materials in any state which Vendor proposes to serve in Vendor's Proposal.

Item Attributes

1. State Name of Catalog/Pricelist

Curriculum Associates

8

Section IV: Career and Technology Instructional Materials and Equipment- Discount (%) off catalog/pricelist for **Career and Technology Instructional and Curriculum Materials** (Aeroscience, Agriculture, Animation, Audio Production, Automotive, Business Education, Certified Nursing, Computer Maintenance, Computer Networking, Computer Technology, Cosmetology, Culinary/Family and Consumer Services, EKG, EMT, Engineering, Floral Design, Forensic Science, Graphic Design, Law Enforcement, Pharmacy Tech, Phlebotomy, Robotics, Sports Medicine, Video Production, Welding/Manufacturing, and related curriculum materials).

No Bid

Item Notes:

Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

In Texas, state-adopted instructional materials are purchased through the Texas EMAT system. Such items are not included in this Proposal Invitation and shall not be sold by Vendors through any Contract awarded under this Proposal Invitation. Vendors shall comply with all laws applicable to the sale and purchase of Instructional Materials in any state which Vendor proposes to serve in Vendor's Proposal.

Item Attributes

1. State Name of Catalog/Pricelist

No response

9

Section IV: Career and Technology Instructional Materials and Equipment- Discount (%) off catalog/pricelist for **Career and Technology Instructional Related Products, Supplies and Equipment** (Aeroscience, Agriculture, Animation, Audio Production, Automotive, Business Education, Certified Nursing, Computer Maintenance, Computer Networking, Computer Technology, Cosmetology, Culinary/Family and Consumer Services, EKG, EMT, Engineering, Floral Design, Forensic Science, Graphic Design, Law Enforcement, Pharmacy Tech, Phlebotomy, Robotics, Sports Medicine, Video Production, Welding/Manufacturing, and related curriculum materials).

No Bid

Item Notes:

Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

In Texas, state-adopted instructional materials are purchased through the Texas EMAT system. Such items are not included in this Proposal Invitation and shall not be sold by Vendors through any Contract awarded under this Proposal Invitation. Vendors shall comply with all laws applicable to the sale and purchase of Instructional Materials in any state which Vendor proposes to serve in Vendor's Proposal.

Item Attributes

1. State Name of Catalog/Pricelist

No response

10

Section IV: Career and Technology Instructional Materials and Equipment- Discount (%) off catalog/pricelist for **All Other Career and Technology Instructional and Curriculum Materials.**

No Bid

Item Notes:

Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

In Texas, state-adopted instructional materials are purchased through the Texas EMAT system. Such items are not included in this Proposal Invitation and shall not be sold by Vendors through any Contract awarded under this Proposal Invitation. Vendors shall comply with all laws applicable to the sale and purchase of Instructional Materials in any state which Vendor proposes to serve in Vendor's Proposal.

Item Attributes

1. State Name of Catalog/Pricelist

No response

11

Section IV: Career and Technology Instructional Materials and Equipment- Discount (%) off catalog/pricelist for **All Other Career and Technology Related Products, Parts, Supplies and Equipment** (to be used in an instructional environment).

No Bid

Item Notes:

Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

In Texas, state-adopted instructional materials are purchased through the Texas EMAT system. Such items are not included in this Proposal Invitation and shall not be sold by Vendors through any Contract awarded under this Proposal Invitation. Vendors shall comply with all laws applicable to the sale and purchase of Instructional Materials in any state which Vendor proposes to serve in Vendor's Proposal.

Item Attributes

1. State Name of Catalog/Pricelist

No response

12

Section IV: Career and Technology Instructional Materials and Equipment- Hourly Labor Rate for Installation/Repair Service of Career and Technology Equipment and Products listed above on Item No. 9 and Item No. 11 - not to exceed hourly labor rate for Installation/Repair Service of Career and Technology Equipment and Products.

Quantity: 1 UOM: Hour

No Bid

13

Section V: Special Education Instructional Materials and Equipment- Discount (%) off catalog/pricelist for **Special Education Instructional and Curriculum Materials.**

Total: 0%

Item Notes:

Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

In Texas, state-adopted instructional materials are purchased through the Texas EMAT system. Such items are not included in this Proposal Invitation and shall not be sold by Vendors through any Contract awarded under this Proposal Invitation. Vendors shall comply with all laws applicable to the sale and purchase of Instructional Materials in any state which Vendor proposes to serve in Vendor's Proposal.

Item Attributes

1. State Name of Catalog/Pricelist

Curriculum Associates

14

Section V: Special Education Instructional Materials and Equipment- Discount (%) off catalog/pricelist for **Special Education Instructional Related Products, Supplies and Equipment** (to be used in an instructional environment including for special need therapeutic services).

No Bid

Item Notes:

Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

In Texas, state-adopted instructional materials are purchased through the Texas EMAT system. Such items are not included in this Proposal Invitation and shall not be sold by Vendors through any Contract awarded under this Proposal Invitation. Vendors shall comply with all laws applicable to the sale and purchase of Instructional Materials in any state which Vendor proposes to serve in Vendor's Proposal.

Item Attributes

1. State Name of Catalog/Pricelist

No response

15

Section V: Special Education Instructional Materials and Equipment-Hourly Labor Rate for Installation/Repair Service of Special Education Instructional Equipment and Products - state the **not to exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hour

No Bid

16

Section VI: Classroom and Teaching Aid Supplies and Equipment- Discount (%) off catalog/pricelist for **Classroom and Teaching Aid Instructional Supplies and Manipulatives.**

Total: 0%

Item Notes:

Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

In Texas, state-adopted instructional materials are purchased through the Texas EMAT system. Such items are not included in this Proposal Invitation and shall not be sold by Vendors through any Contract awarded under this Proposal Invitation. Vendors shall comply with all laws applicable to the sale and purchase of Instructional Materials in any state which Vendor proposes to serve in Vendor's Proposal.

Item Attributes

1. State Name of Catalog/Pricelist

Curriculum Associates

17

Section VI: Classroom and Teaching Aid Supplies and Equipment- Discount (%) off catalog/pricelist for **Classroom and Teaching Aid Instructional Equipment** (to be used in an instructional environment).

Total: 0%

Item Notes:

Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

In Texas, state-adopted instructional materials are purchased through the Texas EMAT system. Such items are not included in this Proposal Invitation and shall not be sold by Vendors through any Contract awarded under this Proposal Invitation. Vendors shall comply with all laws applicable to the sale and purchase of Instructional Materials in any state which Vendor proposes to serve in Vendor's Proposal.

Item Attributes

1. State Name of Catalog/Pricelist

Curriculum Associates

18

Section VI: Classroom and Teaching Aid Supplies and Equipment- Discount (%) off catalog/pricelist for **Non-Stock/Special Order Classroom and Teaching Aid Instructional Products and Manipulatives.**

Total: 0%

Item Notes:

Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed.

In Texas, state-adopted instructional materials are purchased through the Texas EMAT system. Such items are not included in this Proposal Invitation and shall not be sold by Vendors through any Contract awarded under this Proposal Invitation. Vendors shall comply with all laws applicable to the sale and purchase of Instructional Materials in any state which Vendor proposes to serve in Vendor's Proposal.

Item Attributes

1. State Name of Catalog/Pricelist

Curriculum Associates

19

Section VI: Classroom and Teaching Aid Supplies and Equipment-Hourly Labor Rate for Installation/Repair Service of Classroom and Teaching Aid Supplies and Equipment - not to exceed hourly labor rate for Installation and Service of Equipment and Products.

Quantity: 1 UOM: Hour

No Bid

Response Total: $0.00

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

August 3, 2022

Sent via email to: orders@cainc.com

Customer Service
Curriculum Associates, LLC
153 Rangeway Road
North Billerica MA 01862

Re: Instructional Materials and Classroom Teaching Supplies and Equipment
BuyBoard Contract 653-21

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Instructional Materials and Classroom Teaching Supplies and Equipment, Contract 653-21 effective November 1, 2021 through October 31, 2022, with two possible one-year renewals. At this time, the BuyBoard is renewing your contract through October 31, 2023.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at melonie.perry@tasb.org prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of $15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at melonie.perry@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Melonie Perry

Melonie Perry
Contract Administrator

1st renewal v.02.13.2020

AFFP
Proposal Number Proposal Name

Affidavit of Publication

STATE OF TEXAS }
COUNTY OF POTTER } SS

Kimberly Megrew, being duly sworn, says:

That she is Legal Clerk of the Amarillo Globe-News, a daily newspaper of general circulation, printed and published in Amarillo, Potter County, Texas; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

January 27, 2021, February 03, 2021

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

Kimberly Megrew

Legal Clerk

Subscribed to and sworn to me this 3rd day of February 2021.

Rose O'Rand Miller

Rose O'Rand Miller, Notary Public, Potter County, Texas

My commission expires: September 06, 2021

Rose O'Rand Miller
My Commission Expires
09/06/2021
ID No. 12334976

00008868 16094400

Texas Association of School Boards/AMA
12007 Research Blvd.
AUSTIN, TX 78759

Proposal Number Proposal Name Proposal Deadline Contract Effective Date Contract Expiration Date

647-21 Emergency Alert and Voice Broadcast Communications Systems 3/11/2021 4:00 PM 10/1/2021 9/30/2024
648-21 Law Enforcement Body Cameras, Supplies and Equipment 3/25/2021 4:00 PM 10/1/2021 9/30/2024
649-21 Custodial Supplies and Equipment 4/8/2021 4:00 PM 10/1/2021 9/30/2024
650-21 Ambulances 4/22/2021 4:00 PM 10/1/2021 9/30/2024
651-21 Fire Service Apparatus Vehicles 4/22/2021 4:00 PM 10/1/2021 9/30/2024
652-21 Vehicle Fleet Leasing and Management Services 4/29/2021 4:00 PM 10/1/2021 9/30/2024
653-21 Instructional Materials and Classroom Teaching Supplies and Equipment 5/13/2021 4:00 PM 11/1/2021 10/31/2024
654-21 Fire and Security Systems and Monitoring Services 5/20/2021 4:00 PM 12/1/2021 11/30/2024
655-21 Stage and Theater Curtains, Lighting, Sound Systems and Supplies 5/27/2021 4:00 PM 12/1/2021 11/30/2024
656-21 Office Supplies and Equipment 6/10/2021 4:00 PM 12/1/2021 11/30/2024
657-21 Building Maintenance, Repair and Operations Supplies and Equipment 6/17/2021 4:00 PM 12/1/2021 11/30/2024
658-21 Boats, Trailers, Marine and Waterway Equipment 6/24/2021 4:00 PM 12/1/2021 11/30/2024
659-21 Low-Speed Electric Vehicles 7/1/2021 4:00 PM 12/1/2021 11/30/2024
660-21 Regional Statewide Job Order Contracting (Gordian ezIQC®) 7/15/2021 4:00 PM 12/1/2021 11/30/2026
661-22 Technology Equipment, Products, Services and Software 7/22/2021 4:00 PM 1/1/2022 12/31/2024

"Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759:
NOTE: Proposal Invitations will be available at www.vendor.buyboard.com. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.



Austin American-Statesman
statesman.com

PROOF OF PUBLICATION
STATE OF TEXAS

PUBLIC NOTICE

Before the undersigned authority personally appeared Jason Gallanis, who on oath says that he/she is a Legal Advertising Agent of the Austin American-Statesman, a daily published newspaper that is generally circulated in Bastrop, Bell, Blanco, Burnet, Caldwell, Comal, Coryell, Fayette, Gillespie, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Travis, and Williamson Counties, and State of Texas, and that the attached advertisement was published in said newspaper, to wit: TX ASSOC OF SCHOOL BOARDS, first date of publication 01/27/2021, last date of publication 02/03/2021, published 2 time(s), and that the attached is a true copy of said advertisement.

TX ASSOC OF SCHOOL BOARDS
12007 RESEARCH BLVD
AUSTIN, TX 78759-2429

Invoice/Order Number:	0000621436
Ad Cost:	$1,189.20
Paid:	$0.00
Balance Due:	$1,189.20

Signed _____ *(Legal Advertising Agent)*

Sworn or affirmed to, and subscribed before me, this 4th day of February, 2021 in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

JAMES MICKLER
Notary Public, State of Texas
Comm. Expires 04-05-2023
Notary ID 131962013

Signed _____ *(Notary)*

Please see Ad on following page(s).

TX ASSOC OF SCHOOL BOARDS
12007 RESEARCH BLVD
AUSTIN, TX 78759-2429

Invoice/Order Number:	0000621436
Ad Cost:	$1,189.20
Paid:	$0.00
Balance Due:	$1,189.20

Proposal Number Proposal Name Proposal Deadline Contract Effective Date Contract Expiration Date

647-21 Emergency Alert and Voice Broadcast Communications Systems 3/11/2021 4:00 PM 10/1/2021 9/30/2024
648-21 Law Enforcement Body Cameras, Supplies and Equipment 3/25/2021 4:00 PM 10/1/2021 9/30/2024
649-21 Custodial Supplies and Equipment 4/8/2021 4:00 PM 10/1/2021 9/30/2024
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651-21 Fire Service Apparatus Vehicles 4/22/2021 4:00 PM 10/1/2021 9/30/2024
652-21 Vehicle Fleet Leasing and Management Services 4/29/2021 4:00 PM 10/1/2021 9/30/2024
653-21 Instructional Materials and Classroom Teaching Supplies and Equipment 5/13/2021 4:00 PM 11/1/2021 10/31/2024
654-21 Fire and Security Systems and Monitoring Services 5/20/2021 4:00 PM 12/1/2021 11/30/2024
655-21 Stage and Theater Curtains, Lighting, Sound Systems and Supplies 5/27/2021 4:00 PM 12/1/2021 11/30/2024
656-21 Office Supplies and Equipment 6/10/2021 4:00 PM 12/1/2021 11/30/2024
657-21 Building Maintenance, Repair and Operations Supplies and Equipment 6/17/2021 4:00 PM 12/1/2021 11/30/2024
658-21 Boats, Trailers, Marine and Waterway Equipment 6/24/2021 4:00 PM 12/1/2021 11/30/2024
659-21 Low-Speed Electric Vehicles 7/1/2021 4:00 PM 12/1/2021 11/30/2024
660-21 Regional Statewide Job Order Contracting (Gordian ezIQC®) 7/15/2021 4:00 PM 12/1/2021 11/30/2026
661-22 Technology Equipment, Products, Services and Software 7/22/2021 4:00 PM 1/1/2022 12/31/2024

"Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007
Research Blvd., Austin, TX 78759:
NOTE: Proposal Invitations will be available at www.vendor.buyboard.com. The Cooperative reserves the right to reject any or
all bids and to waive any formalities in bidding except time of filing.

1/27, 2/3/21
0000621436-01

AFFP

Proposal Number Proposal Name

Affidavit of Publication

STATE OF TEXAS }
COUNTY OF LUBBOCK } SS

Vickie Cypert, being duly sworn, says:

That she is Finance Coordinator of the Lubbock Avalanche-Journal, a daily newspaper of general circulation, printed and published in Lubbock, Lubbock County, Texas; that the publication, a copy of which is attached hereto, was published in the said newspaper on

January 28, 2021, February 03, 2021

That said newspaper was regularly issued and circulated on those dates.
SIGNED:

Vickie Cypert
Finance Coordinator

Subscribed to and sworn to me this 3rd day of February 2021.

Cindy McGaha
Cindy McGaha, Notary Public, Lubbock County, Texas

My commission expires: January 07, 2023



00008017 16094424

Texas Association of School Boards
12007 Research Blvd.
Austin, TX 78759

Proposal Number Proposal Name Proposal Deadline Contract Effective Date Contract Expiration Date
647-21 Emergency Alert and Voice Broadcast Communications Systems 3/11/2021 4:00 PM 10/1/2021 9/30/2024
648-21 Law Enforcement Body Cameras, Supplies and Equipment 3/25/2021 4:00 PM 10/1/2021 9/30/2024
649-21 Custodial Supplies and Equipment 4/8/2021 4:00 PM 10/1/2021 9/30/2024
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653-21 Instructional Materials and Classroom Teaching Supplies and Equipment 5/13/2021 4:00 PM 11/1/2021 10/31/2024
654-21 Fire and Security Systems and Monitoring Services 5/20/2021 4:00 PM 12/1/2021 11/30/2024
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657-21 Building Maintenance, Repair and Operations Supplies and Equipment 6/17/2021 4:00 PM 12/1/2021 11/30/2024
658-21 Boats, Trailers, Marine and Waterway Equipment 6/24/2021 4:00 PM 12/1/2021 11/30/2024
659-21 Low-Speed Electric Vehicles 7/1/2021 4:00 PM 12/1/2021 11/30/2024
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661-22 Technology Equipment, Products, Services and Software 7/22/2021 4:00 PM 1/1/2022 12/31/2024
"Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759:
NOTE: Proposal Invitations will be available at www.vendor.buyboard.com. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

Times Record News

PART OF THE USA TODAY NETWORK

PROOF OF PUBLICATION

TEXAS ASSOCIATION OF SCHOOL BOARDS
12007 RESEARCH BLVD.

AUSTIN, TX 78752

STATE OF WISCONSIN, COUNTY OF BROWN

On this **February 3, 2021 AD**, personally appeared before me the undersigned authority for the Times Publishing Company of Wichita Falls, publishers of the Wichita Falls in Wichita County, Texas, and of general circulation in said county, and upon being duly sworn by me, on oath states that the attached advertisement is a true and correct copy of advertising published in day (2) issues hereof on the following date:

01/27/2021, 02/03/2021

Subscribed and sworn to before me on February 3, 2021

Legal Clerk

Notary Public, State of WI, County of Brown

9-25-23

My commission expires

SHELLY HORA
Notary Public
State of Wisconsin

Proposal Number	Proposal Name
647-21	Emergency Alert and Voice Broadcast Communications Systems
648-21	Law Enforcement Body Cameras, Supplies and Equipment
649-21	Custodial Supplies and Equipment
650-21	Ambulances
651-21	Fire Service Apparatus Vehicles
652-21	Vehicle Fleet Leasing and Management Services
653-21	Instructional Materials and Classroom Teaching Supplies and Equipment
654-21	Fire and Security Systems and Monitoring Services
655-21	Stage and Theater Curtains, Lighting, Sound Systems and Supplies
656-21	Office Supplies and Equipment
657-21	Building Maintenance, Repair and Operations Supplies and Equipment
658-21	Boats, Trailers, Marine and Waterway Equipment
659-21	Low-Speed Electric Vehicles
660-21	Regional Statewide Job Order Contracting (Gordian ezIQC®)
661-22	Technology Equipment, Products, Services and Software

"Sealed proposals will be received by the Local Government Purch
search Blvd., Austin, TX 78759:

NOTE: Proposal Invitations will be available at www.vendor.buy
or all bids and to waive any formalities in bidding except time of f

Publication Cost: $1,753.24
Ad No: 0004572923
Customer No: 1238067
PO #: Bids
of Affidavits 1
This is not an invoice

Proposal Number	Proposal Name	Proposal Deadline	Contract Effective Date	Contract Expiration Date
647-21	Emergency Alert and Voice Broadcast Communications Systems	3/11/2021 4:00 PM	10/1/2021	9/30/2024
648-21	Law Enforcement Body Cameras, Supplies and Equipment	3/25/2021 4:00 PM	10/1/2021	9/30/2024
649-21	Custodial Supplies and Equipment	4/8/2021 4:00 PM	10/1/2021	9/30/2024
650-21	Ambulances	4/22/2021 4:00 PM	10/1/2021	9/30/2024
651-21	Fire Service Apparatus Vehicles	4/22/2021 4:00 PM	10/1/2021	9/30/2024
652-21	Vehicle Fleet Leasing and Management Services	4/29/2021 4:00 PM	10/1/2021	9/30/2024
653-21	Instructional Materials and Classroom Teaching Supplies and Equipment	5/13/2021 4:00 PM	11/1/2021	10/31/2024
654-21	Fire and Security Systems and Monitoring Services	5/20/2021 4:00 PM	12/1/2021	11/30/2024
655-21	Stage and Theater Curtains, Lighting, Sound Systems and Supplies	5/27/2021 4:00 PM	12/1/2021	11/30/2024
656-21	Office Supplies and Equipment	6/10/2021 4:00 PM	12/1/2021	11/30/2024
657-21	Building Maintenance, Repair and Operations Supplies and Equipmen	6/17/2021 4:00 PM	12/1/2021	11/30/2024
658-21	Boats, Trailers, Marine and Waterway Equipment	6/24/2021 4:00 PM	12/1/2021	11/30/2024
659-21	Low-Speed Electric Vehicles	7/1/2021 4:00 PM	12/1/2021	11/30/2024
660-21	Regional Statewide Job Order Contracting (Gordian ezIQC®)	7/15/2021 4:00 PM	12/1/2021	11/30/2026
661-22	Technology Equipment, Products, Services and Software	7/22/2021 4:00 PM	1/1/2022	12/31/2024

"Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759:

NOTE: Proposal Invitations will be available at www.vendor.buyboard.com. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

Abilene Reporter-News

PART OF THE USA TODAY NETWORK

Certificate of Publication

TEXAS ASSOC OF SCHOO L BOARDS
12007 RESEARCH BLVD

AUSTIN, TX 78759

STATE OF WISCONSIN)
))
COUNTY OF BROWN)

Before me, the undersigned authority, on this day personally appeared representing the Abilene Reprter-News being duly sworn deposes and says that the following notice(s) published in said newspaper generally circulated in Brown, Callahan, Coleman, Comanche, Eastland, Erath, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Runnels, Scurry, Shackelford, Stephans, Stonewall, Taylor counties, Texas by:

TEXAS ASSOC OF SCHOO L BOARDS

On the following date(s) to wit:

01/27/2021, 02/03/2021

Legal Notice Clerk

On this February 3, 2021, I certify that the attached document is a true and exact copy made by the publisher.:

Notary Public, State of Wisconsin, County of Brown

5.15.23

My Commission Expires

Proposal Number	Proposal Name
647-21	Emergency Alert and Voice Broadcast Communications Systems
648-21	Law Enforcement Body Cameras, Supplies and Equipm
649-21	Custodial Supplies and Equipment
650-21	Ambulances
651-21	Fire Service Apparatus Vehicles
652-21	Vehicle Fleet Leasing and Management Services
653-21	Instructional Materials and Classroom Teaching Supplie and Equipment
654-21	Fire and Security Systems and Monitoring Services
655-21	Stage and Theater Curtains, Lighting, Sound Systems and Supplies
656-21	Office Supplies and Equipment
657-21	Building Maintenance, Repair and Operations Supplies and Equipmen
658-21	Boats, Trailers, Marine and Waterway Equipment
659-21	Low-Speed Electric Vehicles
660-21	Regional Statewide Job Order Contracting (Gordian ezIt
661-22	Technology Equipment, Products, Services and Softwar

"Sealed proposals will be received by the Local Government Pur· 12007 Research Blvd., Austin, TX 78759:

NOTE: Proposal Invitations will be available at www.vendor.buy ject any or all bids and to waive any formalities in bidding excep

Publication Cost: $1,557.00
Ad No: 0004572187
Customer No: 1225040
PO #:
of Affidavits 1
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NANCY HEYRMAN
Notary Public
State of Wisconsin

El Paso Times

PART OF THE USA TODAY NETWORK

Affidavit of Publication

Ad # 0004572378

This is not an invoice

TEXAS ASSOCIATION OF SCHOOL BO
12007 RESEARCH BLVD

AUSTIN, TX 78759-2429

I, being duly sworn say: **El Paso Times**, a daily newspaper of general circulation published in the City and County El Paso, State of Texas, which is a newspaper of general circulation and which has been continuously and regularly published for the period of not less than one year in the said County of El Paso, and that he/she was upon the dates herein mentioned in the EL PASO TIMES.

That the LEGAL copy was published in the EL PASO TIMES for the date(s) of such follows DAY(s) to wit

01/27/2021, 02/03/2021

Legal Clerk

Subscribed and sworn before me this February 3, 2021:

State of WI, County of Brown
NOTARY PUBLIC

5.15.23
My commission expires

Proposal Number	Proposal Name	Proposal Deadline	
647-21	Emergency Alert and Voice Broadcast Communications Systems	3/11/2021	4:00 I
648-21	Law Enforcement Body Cameras, Supplies and Equipment	3/25/2021	4:00 I
649-21	Custodial Supplies and Equipment	4/8/2021	4:00 I
650-21	Ambulances	4/22/2021	4:00
651-21	Fire Service Apparatus Vehicles	4/22/2021	4:00 I
652-21	Vehicle Fleet Leasing and Management Services	4/29/2021	4:00 I
653-21	Instructional Materials and Classroom Teaching Supplies and Equipment	5/13/2021	4:00 I
654-21	Fire and Security Systems and Monitoring Services	5/20/2021	4:00 I
655-21	Stage and Theater Curtains, Lighting, Sound Systems and Supplies	5/27/2021	4:00 I
656-21	Office Supplies and Equipment	6/10/2021	4:00 I
657-21	Building Maintenance, Repair and Operations Supplies and Equipment	6/17/2021	4:00 I
658-21	Boats, Trailers, Marine and Waterway Equipment	6/24/2021	4:00 I
659-21	Low-Speed Electric Vehicles	7/1/2021	4:00 I
660-21	Regional Statewide Job Order Contracting (Gordian ezIQC®)	7/15/2021	4:00 I
661-22	Technology Equipment, Products, Services and Software	7/22/2021	4:00 I

"Sealed proposals will be received by the Local Government Purchasing Cooperative, Coo Austin, TX 78759:

NOTE: Proposal Invitations will be available at www.vendor.buyboard.com. The Cooperativ waive any formalities in bidding except time of filing.

Ad # 0004572378
PO #:
of Affidavits 1

This is not an invoice

NANCY HEYRMAN
Notary Public
State of Wisconsin

HEARST

MEDIA SOLUTIONS

San Antonio Express News | ExpressNews.com | mySA.com

SAN ANTONIO EXPRESS - NEWS
AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:
COUNTY OF BEXAR

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared: Geena Garza, who after being duly sworn, says that she is the Bookkeeper of HEARST NEWSPAPERS, LLC - dba: SAN ANTONIO EXPRESS - NEWS, a newspaper published in Bexar County, Texas and that the publication, of which the annexed is a true copy, was published to wit:

Customer ID	Customer	Order ID	Publication	Pub Date
20000624	TEXAS ASSN OF SCHOOL BOARDS	34089548	SAE Express-News	01/27/21
			SAE Express-News	02/03/21

REQUEST FOR PROPOSALS

647-21 Emergency Alert and Voice Broadcast Communications Systems 3/11/2021 4:00 PM 10/1/20219/30/2024
648-21 Law Enforcement Body Cameras, Supplies and Equipment3/25/2021 4:00 PM 10/1/2021 9/30/2024
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652-21 Vehicle Fleet Leasing and Management Services 4/29/2021 4:00 PM 10/1/2021 9/30/2024
653-21 Instructional Materials and Classroom Teaching Supplies and Equipment 5/13/2021 4:00 PM 11/1/2021 10/31/2024
654-21 Fire and Security Systems and Monitoring Services 5/20/2021 4:00 PM 12/1/2021 11/30/2024
655-21 Stage and Theater Curtains, Lighting, Sound Systems and Supplies 5/27/2021 4:00 PM 12/1/202111/30/2024
656-21 Office Supplies and Equipment6/10/2021 4:00 PM 12/1/2021 11/30/2024
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661-22 Technology Equipment, Products, Services and Software 7/22/2021 4:00 PM 1/1/2022 12/31/2024

"Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759; NOTE: Proposal Invitations will be available at www.vendor.buyboard.com. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

Geena Garza
Geena Garza
Bookkeeper

Sworn and subscribed to before me, this 3rd **day of** Feb. **A.D.** 2021

Notary public in and for the State of Texas

Monique Egan

MONIQUE EGAN
My Notary ID # 3183735
Expires June 3, 2024

Standard-Times
PART OF THE USA TODAY NETWORK

PROOF OF PUBLICATION

TEXAS ASSOCIATION OF SCHOOL BOARDS
P O BOX 400

AUSTIN, TX 78767

State of Wisconsin, County of Brown

On **February 3, 2021**, personally appeared before me the undersigned, a Notary Public in and for said county and state, legal clerk of the **SAN ANGELO STANDARD-TIMES**, a daily newspaper published in San Angelo, County of TOM GREEN, State of Texas and of general circulation in the following counties: **Tom Green, Coke, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Reagan, Runnels, Schleicher, Sterling, Sutton.** The attached advertisement, a true copy of which is hereto annexed, was published in said newspaper in its issues thereof the following dates:

01/29/2021, 02/03/2021

Subscribed and sworn to before me on February 3, 2021

Legal Clerk

Notary Public, State of WI, County of Brown

9-25-23

My commission expires

SHELLY HORA
Notary Public
State of Wisconsin

Publication Cost: $836.48
Ad No: 0004577141
Customer No: 1244504
PO #:
of Affidavits 1

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Proposal Number Proposal Name Proposal Deadline Contract Effective Date Contract Expiration Date

647-21 Emergency Alert and Voice Broadcast Communications Systems 3/11/2021 4:00 PM 10/1/2021 9/30/2024
648-21 Law Enforcement Body Cameras, Supplies and Equipment 3/25/2021 4:00 PM 10/1/2021 9/30/2024
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NOTE: Proposal Invitations will be available at www.vendor.buyboard.com. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

BuyBoard®
Cooperative Purchasing
12007 Research Boulevard · Austin, Texas 78759-2439
PH: 800-695-2919 · FAX: 800-211-5454 · www.vendor.buyboard.com

Bonding Regulatory Notice

BuyBoard contract pricing does not include bonding or insurance. Each entity must assess their individual projects to determine the need for bonding and insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy. If required, it is the responsibility of each entity to obtain such bonding and insurance or confirmation of coverage, as applicable, from the vendor.

Also, each entity must assess their individual projects to determine whether the project is subject to prevailing wage rate requirements under the federal Davis Bacon Act or state or local law. If any such requirements apply, it is the responsibility of each entity to take appropriate action to determine compliance by the vendor.

The Texas Professional Services Procurement Act, Chapter 2254 of the Texas Government Code ("Act"), prohibits a governmental entity from using a competitive bid process that initially considers price in the procurement of professional services covered under the Act. "Professional services" under the Act includes, but is not limited to, professional engineering, architecture, accounting, landscape architecture, land surveying, and real estate appraisal services. Additionally, the Texas Interlocal Cooperation Act provides that a governmental entity may not use an interlocal contract with a purchasing cooperative to purchase engineering or architectural services (Texas Government Code, Section 791.011(h)). BuyBoard® contracts do not, and are not intended to, include professional services that must be procured in accordance with the Act. Cooperative members are reminded that they must comply with the Act whenever a contract includes professional services as a component part, and may not procure engineering or architectural services through a BuyBoard contract.

VA23

Because learning changes everything.®

QUOTE PREPARED FOR:

Putnam County Bd of Educ
1400 E SPRING ST
COOKEVILLE, TN 38506
ACCOUNT NUMBER: 426024

SUBSCRIPTION/DIGITAL CONTACT:

Jessica Childers
jchilders2@pcsstn.com
(931) 526-9777

CONTACT:

Jessica Childers
jchilders2@pcsstn.com
(931) 526-9777

SALES REP INFORMATION:

Beth Pierce
beth.pierce@mheducation.com
(614) 981-5899

Section Summary	Value of All Materials	Free Materials	Product Subtotal
ALEKS Adventure grades 1st and 2nd Licenses	$82,738.80	($46,738.62)	$36,000.18
ALEKS Licenses for grades 3rd and 4th	$79,438.05	($44,934.21)	$34,503.84
Professional Services	$17,631.60	$0.00	$17,631.60
PRODUCT TOTAL*	$179,808.45	($91,672.83)	$88,135.62
ESTIMATED S&H**			TBD
ESTIMATED TAX**			TBD
GRAND TOTAL*			$88,135.62

* Price firm for 120 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges are not included in the quote total. Actual shipping and handling charges will be applied at time of order. Taxes are not included in the quote total. If applicable, actual tax charges will be applied at time of order.

Comments:

ALEKS Adventure for grades 1 and 2 and ALEKS Grades 3-4 - five year licenses- replacing Redbird. District is receiving partnership pricing at $20 per student licenses for 5 year to convert to ALEKS and ALEKS Adventure. Professional service is included and will be scheduled with our Professional service team, both onsite and virtual options. ALEKS Adventure and ALEKS will be sperate days and cannot be combined together.

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC |
Email: order@mheducation.com | Phone: | Fax:

QUOTE DATE:	03/26/2024	ACCOUNT NAME: Putnam County Bd of Educ		EXPIRATION DATE:	07/24/2024
QUOTE NUMBER:	BPIER-03262024015959-001-DAG	ACCOUNT #: 426024		PAGE #:	1

Because learning changes everything.

Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
ALEKS Adventure grades 1st and 2nd Licenses					
ALEKS ADVENTURE ADD ON 5 YEAR STUDENT SUBSCRIPTION	978-1-26-481419-0	818	$44.01	$0.00	$36,000.18
ALEKS ADVENTURE ADD ON 5 YEAR STUDENT SUBSCRIPTION	978-1-26-481419-0	982	$44.01	$43,217.82	*Free Materials
ALEKS ADVENTURE ADD ON 5 YEAR TEACHER SUBSCRIPTION	978-1-26-481173-1	80	$44.01	$3,520.80	*Free Materials
			ALEKS Adventure grades 1st and 2nd Licenses Subtotal:	**$46,738.62**	**$36,000.18**
ALEKS Licenses for grades 3rd and 4th					
ALEKS 6-12 ADD-ON MY. 5 YEAR STUDENT SUBSCRIPTION	978-0-07-692716-6	784	$44.01	$0.00	$34,503.84
ALEKS 6-12 ADD-ON MY. 5 YEAR STUDENT SUBSCRIPTION	978-0-07-692716-6	941	$44.01	$41,413.41	*Free Materials
ALEKS 6-12 ADD-ON VIA MY.MHEDUCATION.COM 5 YEAR TEACHER SUBSCRIPTION	978-0-07-697181-7	80	$44.01	$3,520.80	*Free Materials
			ALEKS Licenses for grades 3rd and 4th Subtotal:	**$44,934.21**	**$34,503.84**
Professional Services					
ALEKS ONSITE PROFESSIONAL DEVELOPMENT 3 YEAR PRODUCT # UNITS PER YEAR	978-1-26-582360-3	1	$8,731.80	$0.00	$8,731.80
ALEKS ONLINE PROFESSIONAL DEVELOPMENT 3 YEAR PRODUCT # UNITS PER YEAR	978-1-26-581835-7	1	$2,899.80	$0.00	$2,899.80
ALEKS ADVENTURE PROFESSIONAL LEARNING ON SITE DAY	978-1-26-561846-9	1	$3,500.00	$0.00	$3,500.00
ALEKS ADVENTURE PROFESSIONAL LEARNING FULL DAY ONLINE TRAINING TWO 2 HOUR SESS	978-1-26-561702-8	1	$2,500.00	$0.00	$2,500.00
			Professional Services Subtotal:	**$0.00**	**$17,631.60**

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC |
Email: order@mheducation.com | Phone: | Fax:

QUOTE DATE: 03/26/2024
QUOTE NUMBER: BPIER-03262024015959-001-DAG
ACCOUNT NAME: Putnam County Bd of Educ
ACCOUNT #: 426024
EXPIRATION DATE: 07/24/2024

Because learning changes everything.

QUOTE PREPARED FOR:

Putnam County Bd of Educ
1400 E SPRING ST
COOKEVILLE, TN 38506
ACCOUNT NUMBER: 426024

CONTACT:

Jessica Childers
jchilders2@pcsstn.com
(931) 526-9777

SUBSCRIPTION/DIGITAL CONTACT:

Jessica Childers
jchilders2@pcsstn.com
(931) 526-9777

VALUE OF ALL MATERIALS	$179,808.45
FREE MATERIALS	($91,672.83)
PRODUCT TOTAL*	**$88,135.62**
ESTIMATED SHIPPING & HANDLING**	TBD
ESTIMATED TAX**	TBD
GRAND TOTAL	**$88,135.62**

Comments:
ALEKS Adventure for grades 1 and 2 and ALEKS Grades 3-4 - five year licenses- replacing Redbird. District is receiving partnership pricing at $20 per student licenses for 5 year to convert to ALEKS and ALEKS Adventure. Professional service is included and will be scheduled with our Professional service team, both onsite and virtual options. ALEKS Adventure and ALEKS will be sperate days and cannot be combined together.

* Price firm for 120 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges are not included in the quote total. Actual shipping and handling charges will be applied at time of order. Taxes are not included in the quote total. If applicable, actual tax charges will be applied at time of order.

Terms of Service:
By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

Terms Of Service

Provisions required by Subscriber State law

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number: _____

_____ _____
Name of School Official (Please Print) Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC |
Email: order@mheducation.com | Phone: | Fax:

QUOTE DATE:	03/26/2024	ACCOUNT NAME: Putnam County Bd of Educ		EXPIRATION DATE:	07/24/2024
QUOTE NUMBER:	BPIER-03262024015959-001-DAG	ACCOUNT #: 426024		PAGE #:	3

The Interlocal Purchasing System
Purchasing Made Personal

Printed 15 July 2024

www.mheducation.com/prek-12

McGraw Hill School Education LLC

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

PAYMENT TO	
ADDRESS	8787 Orion Place
CITY	Columbus
STATE	OH
ZIP	43240

TIPS CONTACT	
NAME	Charlie Martin
PHONE	(866) 839-8477
FAX	(866) 839-8472
EMAIL	tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N **HUB:** N

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY | PR

Overview

McGraw-Hill Education is a learning science company that delivers personalized learning experiences that help students, parents, educators and professionals improve results. Learning Science is our approach to improving educational outcomes. Grounded in deep insights into how learning happens, it guides us to deliver tools, platforms, and services proven to power performance and achievement. We harness technology and data insights both inside and outside the classroom to ignite the spark between teaching and learning.

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
210101	Technology Solutions, Products and Services	05/31/2026	See EDGAR Certification Doc.
210301	Academic Curriculum and Instructional/Educational Goods,	10/31/2024	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

210101

Brian Joniak	Sr. Director -	(800) 338-3987	bidsandcontracts@mheducation.com
Kim Harvey	Sr. Director - RFP	(614) 430-4434	bidsandcontracts@mheducation.com

210301

Brian Joniak	Sr. Director -	(800) 338-3987	bidsandcontracts@mheducation.com
Kim Harvey	Sr. Director - RFP	(614) 430-4434	bidsandcontracts@mheducation.com

THE INTERLOCAL PURCHASING SYSTEM

A Department of Education Service Center Region 8, 4845 US Highway 271 North, Pittsburg, Texas 75686, (866) 839-8477

To: All TIPS Members

Re: TIPS Federal Funds Disclaimer and Information Sheet

To whom it may concern:

You have clicked on a link or otherwise sought to determine whether a specific TIPS Vendor on a specific TIPS Contract is EDGAR compliant. If the website states "No" to EDGAR compliance for that specific Vendor Contract, then the specific TIPS Vendor on that specific TIPS Contract is ***not EDGAR compliant***. If the website states "View Doc" to EDGAR compliance and you are linked to this letter, then TIPS has ensured the specific TIPS Vendor's compliance with 2 CFR 200 on the specified contract ***to the extent a cooperative can do so***, as described below.

Region 8 Education Service Center (Region 8 ESC) is a Texas Education Service Center which operates The Interlocal Purchasing System (TIPS), a purchasing cooperative and department of Region 8 ESC. This document certifies that Region 8 ESC and TIPS made every effort to comply with the most restrictive requirements of 2 CFR 200, identified for educational purposes as the Education Department General Administrative Regulations ("EDGAR"). Please note that federal funds not sourced from the US Department of Education are likely regulated by 2 CFR 200 but are not technically "EDGAR." Each federal agency and its corresponding state "pass-through" agency may interpret 2 CFR 200 differently. TIPS certifies that it competitively procures all awarded contracts pursuant to § 44.031 of the Texas Education Code, or Texas Government Code § 2269, as applicable, the most restrictive procurement method, and performs the most restrictive procurement method required by law and regulation, including all of the necessary steps outlined in 2 CFR 200, except the Price or Cost Analysis for purchases of $250,000 and greater. (See below). ***This letter certifies that the Vendor agreed to those 2 CFR 200 contract provisions for the specified contract.***

However, this TIPS certification cannot relieve Members of federal requirements that cannot reasonably be performed by cooperatives. For example, 2 CFR 200 requires a cost or price analysis for purchases over $250,000.00, a threshold adopted by TEA and the US Dept. of Education. TIPS does not perform a formal cost or price analysis because TIPS is not the entity making the actual purchase of goods or services. If a Vendor is awarded then TIPS has determined that the pricing is within the competitive range for the Vendor's offering. However, when required by law, the TIPS Member must perform the required analysis on the specific goods or services before seeking TIPS pricing/purchasing from the TIPS Vendor and then upon completion of the purchase process.

Additionally, due to the Texas Department of Agriculture Guidance ARM Section 17 ("ARM Section 17"), relating to Federal Child Nutrition Program Funds (Primarily Texas Public School Fund 240), requirement that all solicitations include specific quantities of goods or services purchased, TIPS Contracts are not in compliance with ARM Section 17 as a **stand-alone** purchase contract. This is because TIPS has no way of predicting which Members will purchase specific quantities of goods and services. However, for Federal Child Nutrition Fund purchases in which the ARM Section 17 required cost or price analysis has been performed by the Member, TIPS contracts may be used in conjunction with the Member's three quote process ***unless labeled with "No" as to EDGAR compliance***. See also ARM Section 17.84 addresses purchasing through a "Third Party Cooperative that does not follow USDA Procurement Regulations". This will include TIPS and possibly other cooperatives that do not specify the exact quantities and line items procured by the cooperative. See the latest ARM Section 17 here.

If this letter was linked or provided in relation to a specific Vendor Contract then the Vendor has agreed to the 2 CFR 200 Contract provisions. For our Members' benefit, we encourage you, when expending federal funds, to make certain that you understand and comply with any other 2 CFR 200 requirements that cannot necessarily be met on your behalf by a cooperative. We also encourage you to incorporate all 2 CFR 200 TIPS Contract provisions agreed to by the Vendor into all supplemental agreements you enter into with the TIPS Vendor, if any. While TIPS works very hard to ensure legal purchasing compliance on Members' behalf TIPS does not provide legal counsel to its Members. TIPS recommends that you consult your legal counsel when executing contracts with TIPS Vendors. TIPS reserves the right to change its process as necessary in relation to updated guidance. Thank you for being a Member of TIPS and for letting us assist with your procurement needs.

TIPS VENDOR AGREEMENT

Between McGraw Hill LLC **and**
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 210301 Academic Curriculum and Instructional/Educational Goods, Materials, and Services

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter "TIPS") a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order ("PO"), Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight
All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge", "$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions
All new supplies equipment and services shall include ***manufacturer's minimum standard warranty*** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal ("RFP") category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support
The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements
Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

Tax exempt status
Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements
No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company. Notwithstanding the foregoing, this Agreement may be assigned by McGraw Hill LLC to an affiliate or in connection with a merger, consolidation, or sale of substantially all assets, without consent of the TIPS Organization

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.

- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals
The Agreement with TIPS is for approximately five (5) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base five-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

"Start Date" for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement "term" calculation purposes only, the Agreement "start date" is the last day of the month that Award Notifications are anticipated as published in the Solicitation
Example: *If the anticipated award date published in the Solicitation is May 22, but extended negotiations delay award until June 27, The end date of the resulting initial "five-year" term Agreement, (which is subject to an extension(s)) will still be May 31, 2025.*

"Termination Date": The scheduled Agreement "termination date" shall be the last day of the month of the month of the Original Solicitation's Anticipated Award Date plus five years.

Example: *If the original term is approximately five years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original five-year term shall be May 31, 2025.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.
Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2026.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.
No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments
The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices
Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments
The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.
Such payments will be made providing that the TIPS agreement number "TIPS 210301" appears on all TIPS Member Purchase Orders. Any purchase orders received and processed without the TIPS agreement number "TIPS 210301" will not be included in the payment.

Pricing
Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor
The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a quarterly basis, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is due to TIPS from the Vendor and fees due to TIPS should be paid at least on a quarterly basis, if not more frequently. Such payments will be made providing that the TIPS agreement number "TIPS 210301" appears on all TIPS Member Purchase Orders. Any purchase orders received and processed without the TIPS agreement number "TIPS 210301" will not be included in the payment.

Reporting of Sales to TIPS by Vendor
Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity
The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as

ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation. Neither party shall be liable for consequential or incidental damages and each party's maximum liability for direct damages, except for personal injury and property damage, under this contract shall not exceed the amounts paid by TIPS/TIPS Members to Vendor hereunder

State of Texas Franchise Tax
By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous
The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation
If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only
TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures
Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee, quarterly, to TIPS for all Agreement sales, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Licenses
Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

Novation
If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (*only when applicable to service or job*)
Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
Preparation: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Safety Measures
Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking
Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing
Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements
The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause
All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations
It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights
Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS

Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement
TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement
Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements
If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation
The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES
THE SECTON HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS
Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North

Pittsburg, TX,75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability	$1,000,000 each Occurrence/ Aggregate
Automobile Liability	$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation**: All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** All products/materials will be sold at the latest website prices (www.mheducation.com/prek-12). Bid/Quote prices are good from October 1, 2020 through September 30, 2021 at our 2020-2021 website prices. Prices are updated annually.
- **Back Ordered Products**: If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 210301 Academic Curriculum and Instructional/Educational Goods, Materials, and Services

Company Name McGraw Hill LLC

Address 8787 Orion Place

City Columbus State OH Zip 43240

Phone 800-338-3987 Fax 800-953-8691

Email of Authorized Representative bidsandcontracts@mheducation.com

Name of Authorized Representative Kimberly Harvey

Title Sr. Director - RFP, Bids & Contracts

Signature of Authorized Representative Kimberly A. Harvey

Date May 18, 2021

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature David Wayne Fitts

Approved by ESC Region 8 David Wayne Fitts

Date 5/27/2021

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



210301

McGraw-Hill School Education, LLC

Supplier Response

Event Information

Number:	210301
Title:	Academic Curriculum and Instructional/Educational Goods, Materials, and Services
Type:	Request for Proposal
Issue Date:	3/4/2021
Deadline:	4/16/2021 03:00 PM (CT)
Notes:	Vendors that currently hold and are satisfied with TIPS Contract 200903 Books, Library, and Educational Materials do not need to respond to this solicitation unless they desire to hold and manage multiple TIPS Contracts that cover the same offerings. Vendors that currently hold TIPS Contract 180902 Classroom and Teaching Aids Goods and Services may want to consider responding to this solicitation as it covers the same offerings and TIPS Contract 180902 is expiring this year. If 180902 Vendors choose not respond here, they will be required to respond to a replacement solicitation in September 2021 to replace their expiring 180902 contract instead.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

McGraw-Hill School Education, LLC Information

Contact: Kimberly Harvey, Director, Strategic Services
Address: 8787 Orion Place
Columbus, OH 43240
Phone: (800) 338-3987
Fax: (614) 430-4467
Toll Free: (800) 338-3987
Email: BidsandContracts@mheducation.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Brian Joniak
Signature

bidsandcontracts@mheducation.com
Email

Submitted at 3/9/2021 11:01:28 AM

Requested Attachments

Vendor Agreement

MH_210301 Vendor Agreement.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form

MH_210301 Agreement Signature Form.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

Pricing Form 1

MH_210301 Pricing Form 1.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 2

MH_210301 Pricing Form 2.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Reference Form

Reference Form.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Proposed Goods and Services

MH Offerings.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Warranty

No response

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Supplementary

No response

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

No response

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS
Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at https://www.tips-usa.com/assets/documents/docs/CIQ.pdf.

Certification of Corporate Offerer Form- COMPLETE ONLY IF OFFERER IS A CORPORATION

No response

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL

No response

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Claim Form

MH_210301 CONFIDENTIALITY CLAIM FORM.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Current W-9 Tax Form

2021 McGraw Hill LLC W-9.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

Response Attachments

Deviations Form.pdf

Deviations list (same as agreed to in previous TIPS contracts)

MH Bid Policy Letter 2020-2021.pdf

MH Bid Policies

Bid Attributes

1 **Yes - No**

Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.

NO

2 **Yes - No**

Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp

Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.

No

3 **Yes - No**

The Vendor can provide services and/or products to all 50 US States?

Yes

4 **States Served:**

If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)

No response

5 **Company and/or Product Description:**

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

McGraw-Hill Education is a learning science company that delivers personalized learning experiences that help students, parents, educators and professionals improve results. Learning Science is our approach to improving educational outcomes. Grounded in deep insights into how learning happens, it guides us to deliver tools, platforms, and services proven to power performance and achievement. We harness technology and data insights both inside and outside the classroom to ignite the spark between teaching and learning.

6 **Primary Contact Name**

Primary Contact Name

Brian Joniak

7 **Primary Contact Title**

Primary Contact Title

Sr. Director - Finance/Controller

8 **Primary Contact Email**

Primary Contact Email

bidsandcontracts@mheducation.com

9 **Primary Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

8003383987

10 **Primary Contact Fax**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

8009538691

11 **Primary Contact Mobile**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

No response

12 **Secondary Contact Name**

Secondary Contact Name

Kim Harvey

13 **Secondary Contact Title**

Secondary Contact Title

Sr. Director - RFP, Bids and Contracts

14 **Secondary Contact Email**

Secondary Contact Email

bidsandcontracts@mheducation.com

15 **Secondary Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

6144304434

16 **Secondary Contact Fax**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

614434467

17 **Secondary Contact Mobile**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

No response

18 **Admin Fee Contact Name**

Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.

Kim Harvey

19 **Admin Fee Contact Email**

Admin Fee Contact Email

bidsandcontracts@mheducation.com

20	**Admin Fee Contact Phone** Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 6144304434
21	**Purchase Order Contact Name** Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. Customer Service
22	**Purchase Order Contact Email** Purchase Order Contact Email orders_mhe@mheducation.com
23	**Purchase Order Contact Phone** Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 8003383987
24	**Company Website** Company Website (Format - www.company.com) www.mheducation.com/prek-12
25	**Federal ID Number** Federal ID Number also known as the Employer Identification Number (EIN). Numeric only. (Format: 123456789) [redacted]
26	**Primary Address** Primary Address 8787 Orion Place
27	**Primary Address City** Primary Address City Columbus
28	**Primary Address State** Primary Address State (2 Digit Abbreviation) Ohio
29	**Primary Address Zip** Primary Address Zip 43240

30 **Search Words:**

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

McGraw, Hill, McGrawHill, textbooks, instructional, technology, education, software, math, reading, intervention, ALEKS

31 **Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?**

Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR) compliant.

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to TIPS Members regardless of the fund source, whether it be local, state or federal?

Yes

32 **Yes - No**

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

No

33 **Company Residence (City)**

Vendor's principal place of business is in the city of?

Columbus

34 **Company Residence (State)**

Vendor's principal place of business is in the state of?

Ohio

35 **Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION**

Remember this is a MINIMUM discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT

CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale.

Must answer with a number between 0% and 100%.

0%

36 **Yes - No**

For the duration of the Contract, Vendor agrees to provide catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on the Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

A. is regularly maintained by the manufacturer or Vendor of an item; and
B. is either published or otherwise available for inspection by a customer during the purchase process;
C. to which the minimum discount proposed by the proposing Vendor may be applied.

Yes

37 **TIPS Administration Fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

38 **Yes - No**

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

Agreed

39 **Yes - No**

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

No

40 **Years experience in category of goods or services**

Company years experience in this category of goods or services? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.

100

41 **Resellers:**

Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

No

42 **Pricing discount percentage are guaranteed for?**

Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?

YES

43 **Right of Refusal**

Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?

Yes

44 **NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this bid or proposal, the Bidder certifies that:

1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;

2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor:

3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;

4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

45 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.
The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

No

46 Filing of Form CIQ

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

No response

47 Regulatory Standing

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

Yes

48 Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

No response

49 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

50

Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

51 **Suspension or Debarment Certification**

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Yes

52 **Non-Discrimination Statement and Certification**

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3)
email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

Yes

53 **2 CFR PART 200 Contract Provisions Explanation**

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

54 **2 CFR PART 200 Contracts**

Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes

55 **2 CFR PART 200 Termination**

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes

56	**2 CFR PART 200 Clean Air Act** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree? Yes
57	**2 CFR PART 200 Byrd Anti-Lobbying Amendment** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein. Does vendor agree? Yes
58	**2 CFR PART 200 Federal Rule** Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $250,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Does vendor certify that it is in compliance with the Clean Air Act? Yes

59 **2 CFR PART 200 Procurement of Recovered Materials**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with
maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

Yes

60 **2 CFR PART 200 Rights to Inventions**

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

Yes

61 **2 CFR PART 200 Domestic Preferences for Procurements**

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, class, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

Yes

62	**2 CFR PART 200 Ban on Foreign Telecommunications** Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Does vendor agree? Yes
63	**Certification Regarding Lobbying** Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The undersigned certifies, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly. I HAVE NOT Lobbied per above
64	**If you answered "I HAVE lobbied" to the above Attribute Question** If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

65	**Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement. NO
66	**ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?** ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section. *No response*

67	**Indemnification** The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas." Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms? Yes
68	**Remedies** The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas. Do you agree to these terms? Yes, I Agree
69	**Remedies Explanation of No Answer** *No response*

70 **Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

Agreed

71 **Venue, Jurisdiction and Service of Process**

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

Agreed

72 **Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

Yes, I Agree

73 **Infringement(s) Explanation of No Answer**

No response

74 **Contract Governance**

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes

75 **Payment Terms and Funding Out Clause**

Payment Terms:

TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

Yes

76 **Insurance and Fingerprint Requirements Information**

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: http://www.statutes.legis.state.tx.us/

If the vendor has staff that meet both of these criterion:

(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

77

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

None

78 **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

79 **Texas Government Code 2270 Verification Form**

Texas Government Code 2270 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Our entity further certifies that it is is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

I swear and affirm that the above is true and correct.

YES

80 **Logos and other company marks**

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

* Your Vendor Profile Page of TIPS website

* Potentially on TIPS website scroll bar for Top Performing Vendors

* TIPS Quarterly eNewsletter sent to TIPS Members

* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

81 **Solicitation Deviation/Compliance**

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes

82 **Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.
TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.
In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

No response

83 **Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement?

No

84 **Agreement Exceptions/Deviations Explanation**

If the proposing Vendor desires to deviate form the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

See attached Deviation sheet and markup for edits made. Identical to edits agreed to in previous TIPS contracts.

85 **Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B.My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

86	**If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.** If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information. 1. Name of Felon(s) 2. The named person's role in the firm, and 3. Details of Conviction(s). *No response*
87	**Long Term Cost Evaluation Criterion # 4.** READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation". Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for the life of the contract, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points. increases will be 5% or less annually per question
88	**Required Confidentiality Claim Form** Required Confidentiality Claim Form This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you. Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at rick.powell@tips-usa.com
89	**Choice of Law clauses with TIPS Members** If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect. Agreed
90	**Venue of dispute resolution with a TIPS Member** In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties. Agreed

9 1	**Automatic renewal of contracts or agreements with TIPS or a TIPS member entity** This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities. Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate. Agreed
9 2	**Indemnity Limitation with TIPS Members** Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ". **Agreement is a required condition to award of a contract resulting from this Solicitation.** Agreed
9 3	**Arbitration Clauses** Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS? Agreed
9 4	**Required Vendor Sales Reporting** By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.
9 5	**Upload of Current W-9 Required** Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Keller ISD	Cherie Crews	Cherie.Crews@kellerisd.net	(817) 744-1367
Birdville ISD	Jeff Funderburgh, District Instructional M	jeff.funderburgh@birdvilleschools.net	(817) 547-3953
Plano ISD	Susan Lenox	Susan.lenox@pisd.edu	(469) 752-1585

TIPS RFP # 210301

Required Confidential Information Status Form

McGraw Hill LLC

Name of company

Brian Joniak, Sr. Director - Finance/Controller

Printed Name and Title of authorized company officer declaring below the confidential status of material

8787 Orion Place	Columbus	OH	43240	800-338-3987
Address	**City**	**State**	**ZIP**	**Phone**

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), **you must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW.

OPTION 1:

I DO CLAIM parts of my proposal to be confidential and *DO NOT* desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OT TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF_____PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature_____Date _____

---------- **OR** ----------

OPTION 2:

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature_____Date March 09, 2021

VA24

flashlight learning

Purchase Contract

Prepared by Pamela Wyatt
Created on 7/3/2024, 1:01 PM

AGREEMENT TERMS

This purchase contract ("Agreement") documents a purchase made by Putnam County School District ("Customer") from Flashlight Learning, Inc ("Company"). In exchange for the consideration described on Q-04872 (a copy of which is attached hereto as "Quote") and subject to the terms (including product information, license numbers, payment amounts, payment deadlines, and rates for future years if applicable) listed thereon, Company will provide Customer access to Flashlight360.

This Agreement may be revoked by Company if the conditions (such as deadlines for signature of this Agreement, deadlines for Company's receipt of a customer-approved purchase order, etc.) outlined on Quote are not met.

ONBOARDING, IMPLEMENTATION, TRAINING and SUPPORT INFORMATION:

Onboarding

After we receive your purchase contract, a Customer Experience Specialist will contact you to begin the onboarding process.

Implementation and Training Services

Customer's purchase of the Company's software product(s) includes implementation and virtual training services. Any additional onsite training or professional development will be noted in the Quote.
Support and Upgrades. As part of Customer's purchase of licensed software under the Agreement, Company will, throughout the term of the Agreement, provide the following:

1. Flashlight Learning support is available and coordinated by your partnership representative by phone at: (385) 539-7144 and by email at: support@flashlight360.com.
2. Calls to Flashlight Learning team members by teachers, administrators, technicians, etc., are answered by a live representative and handled immediately.
3. Other communications to the Flashlight Learning team, including emails and after-hour messages, are answered within one business day.
4. Support services and upgrades are included at no additional charge for the duration of the contract's license term.
5. Company will provide updates to the licensed software product(s) on a regular basis; Customer will be notified regularly of new content and will receive newly developed content for the licensed product(s) when available.

ACCEPTED & AGREED

Putnam County School District	Flashlight Learning, LLC
By:_____	By:_____
Print:_____	Print:_____
Title:_____	Title:_____
Date:_____	Date:_____

flashlight learning

Quote Number	**Q-04872 - 1**
Prepared on	**7/3/2024**
Expires on	**8/2/2024**
Prepared by	**Pamela Wyatt**

Bill to: Putnam County School District
1400 E SPRING ST
COOKEVILLE, TN 38506

Ship to: Putnam County School District
1400 E SPRING ST
COOKEVILLE, TN 38506

Any questions about this proposal may be directed to your Partnership Director:
Pamela Wyatt -
pam@flashlight360.com
- (559) 917-3495

Qty	Product	Description	Unit Price	Total
700	Flashlight360 - Benchmark Scoring	Our team of educational professionals carefully assess each student's benchmark assessment against a comprehensive rubric and provide detailed written and recorded feedback, individualized to each student, that highlights areas of strength and identifies opportunities for growth. The quantity entered is the number of students to be scored by our Flashlight Insight team.	$35.00	$24,500.00
700	Flashlight360 - Annual Benchmark Student License	Annual Benchmark Student License is a 12-month license to the Flashlight360 Benchmark and includes all updates and access for all building teachers, administrators, and district administrators. Includes up to 3 Benchmark submissions per student license.	$25.00	$17,500.00

Sub Total	$42,000.00
Discount	$17,220.00
Total	$24,780.00

NOTE:
700 Flashlight Benchmark Licenses with scoring; pilot price for this year since we are working on consortium approval; renewal price is 35,000.

PUTNAM COUNTY SCHOOL SYSTEM

Carwile, Bridgett <bridgett.carwile@pcsstn.com>

Fwd: Imagine Learning for Putnam County's EL students

2 messages

Brown, Alice <browna25@pcsstn.com> Tue, Jul 23, 2024 at 2:07 PM
To: Bridgett Carwile <bridgett.carwile@pcsstn.com>

This is the response that I received from Imagine Learning.

Alice Brown
ESL Coordinator
Putnam County School District
Cookeville, Tennessee
931-526-9777 Ext. 1222
Fax:931-537-2516

The information contained in this message is legally privileged and confidential information, intended only for the named recipient and may contain information that is private under applicable law. If you are not an intended recipient, you are hereby notified that any dissemination, disclosure, copying, or distribution of this message is strictly prohibited. The authorized recipient is prohibited from disclosing this information to any other party. If you received this message in error, please notify browna25@pcsstn.com by e-mail and delete all copies from your system.

---------- Forwarded message ---------
From: **Nancy Smith** <nancy.smith@imaginelearning.com>
Date: Tue, Jul 23, 2024 at 11:32 AM
Subject: Re: Imagine Learning for Putnam County's EL students
To: Brown, Alice <browna25@pcsstn.com>
Cc: Jillian Turosky <jillian.turosky@imaginelearning.com>

Hi Alice,

I'm sorry for not getting back to you sooner. I checked with our program specialist to ensure that we were able to provide the best solution to meet your needs. I was informed that we do not have an assessment method for benchmarking speaking and listening in Language and literacy or our Galileo testing. I apologize; I wish we could help.

Nancy

Nancy Smith

Account Executive, Tennessee

407.579.7030

nancy.smith@imaginelearning.com

Jillian Turosky

Sales Associate

jillian.turosky@imaginelearning.com

Get More Out of What's New for 2024-2025

Explore Fall Resources Here

A close-up of a logo Description automatically generated

From: Brown, Alice <browna25@pcsstn.com>
Sent: Monday, July 22, 2024 3:27 PM
To: Nancy Smith <nancy.smith@imaginelearning.com>

Cc: Jillian Turosky <jillian.turosky@imaginelearning.com>
Subject: Re: Imagine Learning for Putnam County's EL students

I thought I had responded to this and you had replied, but I can not find that in my email. I am familiar with Imagine Learning. We are interested in Benchmarking the speaking and listening domains 3 times a year in preparation for the students to take ELPA-21. We would need to do this for about 700 students. My finance person has asked me for a quote. Is it possible to get that?

Alice Brown
ESL Coordinator
Putnam County School District
Cookeville, Tennessee
931-526-9777 Ext. 1222
Fax:931-537-2516

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On Thu, Jul 18, 2024 at 12:35 PM Nancy Smith <nancy.smith@imaginelearning.com> wrote:

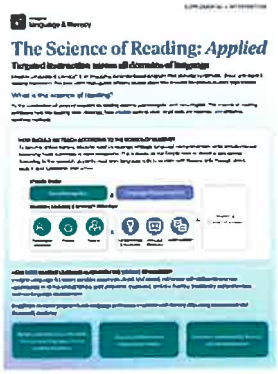
Language and Literacy would be an excellent solution for your teachers to use with your EL students. Multiple districts use us for benchmark testing and individualized learning with their EL students. I would love to set up a trial and/or demonstration for you. Would you like to schedule a short call with a product expert to explore the available features and components?

Imagine Language & Literacy is an evidence-based program with highly engaging learning activities that support the systematic, direct, and explicit instruction of reading skills. Better still, high-quality efficacy studies show that it works for diverse student populations.

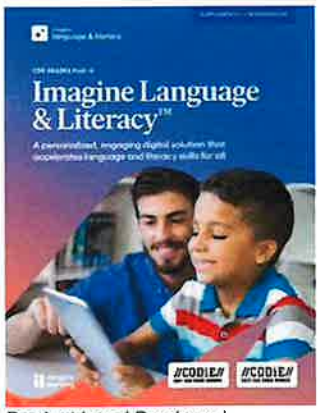
Imagine Language & Literacy is designed to complement any core literacy program by providing direct, systemic instruction and practice opportunities in all the critical domains of literacy:

- phonemic awareness
- phonics
- fluency
- vocabulary
- comprehension
- oral language development

I have included some information on how Imagine Language & Literacy applies the Science of Reading.



Imagine Language & Literacy the Science of Reading



Product Level Brochure | Imagine Language & Literacy

Nancy

Nancy Smith

Account Executive, Tennessee

407.579.7030

nancy.smith@imaginelearning.com

Jillian Turosky

Sales Associate

jillian.turosky@imaginelearning.com

Get More Out of What's New for 2024-2025

Explore Fall Resources Here

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empower potential™

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imagine learning
empower potential™

Outlook-A close-up.png
10K

Carwile, Bridgett <bridgett.carwile@pcsstn.com> Tue, Jul 23, 2024 at 2:33 PM
To: "Brown, Alice" <browna25@pcsstn.com>

Thanks, I will use this documentation.
Bridgett Carwile

Federal Programs Supervisor
Putnam County Schools
1400 E. Spring Street
Cookeville, TN 38506

Office: 931-526-9777
Direct: 931-525-4709
Fax: 931-528-3790
Email: bridgett.carwile@pcsstn.com

"Life is 10% what happens to me and 90% of how I react to it."
~Charles Swindoll

"The future belongs to those who believe in the beauty of their dreams."
~Eleanor Roosevelt

"A winner is someone who recognizes his God given talents, works his tail off to develop them into skills, and uses these skills to accomplish his goals."
~Larry Bird

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[Quoted text hidden]

WCEPS
Wisconsin Center for Education Products & Services

1213 N. Sherman Avenue, #322
Madison, Wisconsin 53704
United States
1.877.272.5593 info@wceps.org

QUOTE

Date: 07/17/2024
Quote#: W-009319
Quote valid for ninety (90) days

BILL TO

PUTNAM COUNTY SCHOOL DISTRICT
ALICE BROWN
1400 E SPRING ST
COOKEVILLE, TN 38506-4313
UNITED STATES

SHIP TO

PUTNAM COUNTY SCHOOL DISTRICT
ALICE BROWN
1400 E SPRING ST
COOKEVILLE, TN 38506-4313
UNITED STATES

SKU	Description	Qty	Rate	Amount
01-0553	WIDA MODEL Online Grades 1-12 (Set of 10)	140.00	$120.00	$16,800.00

Subtotal:	$16,800.00
Shipping:	$0.00
Tax:	$0.00
Total Paid:	$0.00
Balance Due:	$16,800.00

Purchase Order should be addressed to:
Wisconsin Center for Education Products and Services

Email Purchase Order to store@wceps.org within ninety (90) days. Include Quote # W-009319 in your email and/or on your purchase order.

WCEPS W9: https://store.wceps.org/w9.pdf

Doesn't meet ELPA 21 standards since TDOE changed the assessment to ELPA 21. LPC

VA25

INSTRUCTURE

Services Order Form

Order #: Q-355275-1
Date: 2024-07-02
Offer Valid Through: 2024-09-30

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Putnam Co School District - TN

Address: 1400 E Spring St
City: Cookeville
State/Province: Tennessee
Zip/Postal Code: 38506
Country: United States

Order Information
Billing Frequency: Annual Upfront
Payment Terms: Net 30

Billing Contact

Name: _____
Email: _____
Phone: _____

Primary Contact

Name: Jason Stickler
Email: jason.stickler@pcsstn.com
Phone: +1 615 489 3059

Billing Frequency Term:
Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Year 1

Description	Start Date	End Date	Metric	Qty	Price	Amount
Mastery Connect Bundled Subscription	2024-10-01	2025-09-30	User	8,895	USD 5.38	USD 47,855.10
Desmos Item Bank Student License	2024-10-01	2025-09-30	User	6,345	USD 0.75	USD 4,758.75
Mastery View Predictive Assessments TN - Full Year - District Pricing - District Pacing - State Tested Subjects - 2;3;4;6;7;8;9;10;11	2024-10-01	2025-09-30	User	8,895	USD 8.24	USD 73,294.80
Individual Student Reports	2024-10-01	2025-09-30	User	8,895	USD 0.25	USD 2,223.75
Item Bank - Mastery All 4 Subjects & Mastery View Bundle	2024-10-01	2025-09-30	User	8,895	USD 3.61	USD 32,110.95
Recurring Sub-Total						USD 160,243.35
Year 1 Total						USD 160,243.35
					Grand Total:	USD 160,243.35

Package Information
Included in your Item Bank - Navigate All 4 Subjects & CASE Bundle:

Deliverable	Description	Expiration	Qty
Mastery Connect Subscription	Mastery Connect - Subscription	N/A	8,895
Mastery Connect Student Licensing - GradeCam	User means a learner, administrator, author, manager or designated user associated with Customer's organization, which is authorized by Customer to use the Service with a login credential. Includes access to GradeCam services allowing for bubblesheet scoring.	N/A	8,895
Desmos Item Bank Student License	Desmos is an online math solution with a series of graphing calculators that can be embedded into online assessments to provide students with a way to graph functions, plot data and evaluate equations.	N/A	6,345
Mastery View Predictive Assessments TN - Full Year - District Pricing - District Pacing - State Tested Subjects - 2;3;4;6;7;8;9;10;11	Mastery View Predictive Assessments - Grade Levels	N/A	8,895
Individual Student Reports	Mastery View Individual Student Reports	N/A	8,895
Mastery Item Bank - Supplemental	Annual Subscription for Mastery Item Bank - Supplemental	N/A	8,895
Mastery Item Bank Subscription	Mastery Item Bank subscription for ELA, Math, Science and Social Studies featuring learning standards alignments for all 50 States, D.C., Common Core and Next Generation Science Standards.	N/A	8,895

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

3rd Party Product	Description	Expiration	Qty
Mastery Connect Student Licensing - GradeCam	User means a learner, administrator, author, manager or designated user associated with Customer's organization, which is authorized by Customer to use the Service with a login credential. Includes access to GradeCam services allowing for bubblesheet scoring.	N/A	8,895
Desmos Item Bank Student License	Desmos is an online math solution with a series of graphing calculators that can be embedded into online assessments to provide students with a way to graph functions, plot data and evaluate equations.	N/A	6,345

Metrics and Descriptions:

User: User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

Product	Description
Mastery View Predictive Assessments - Grade Levels	Mastery View Predictive Assessments for the State Tested Subject Areas.

Product	Description
Item Bank - Mastery All 4 Subjects & Mastery View Bundle	Annual Subscription for Mastery View + Mastery Item Banks

Duration: The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

Miscellaneous: Instructure's support terms are available as follows:
Canvas & Catalog: https://www.instructure.com/canvas/support-terms
Portfolium: https://portfolium.com/support-terms
MasteryConnect: https://www.masteryconnect.com/support/

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

In the event that Customer fails to execute this Order Form prior to the Start Date listed above, all fees shall become due payable upon Customer's receipt of an invoice.

Terms and Conditions
This Order Form shall be governed by the Master Terms and Conditions which can be found here: https://www.instructure.com/policies/mastertermsconditions.

Product Specific Supplements which can be found here:https://www.instructure.com/policies/product-supplements, govern the use of the applicable product and/or feature offerings listed in this Order Form and/or utilized by Customer, and are incorporated into the Master Terms and Conditions.

The provision of any Item Bank Services shall also be governed by the Addendum which can be found here: https://www.instructure.com/policies/item-bank-addendum.

The provision of any Predictive Assessment Services shall also be governed by the Addendum which can be found here:

https://www.instructure.com/benchmark-assessment-addendum.

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

The parties agreement with regards to Instructure's processing of personal data or personally identifiable information can be found at: https://www.instructure.com/policies/data-processing

Auto Renewal Terms
Recurring items on this Order Form (other than any 3rd Party Products) shall automatically renew for succeeding terms of 12 month duration at an annual price increase of 10% unless either party gives the other party 60 days' written notice of its intent not to renew prior to the expiration of the then-current term.

Notes
This quote is for Mastery Connect with GradeCam, Desmos calculator (for GR 6-11), Mastery View Predictive Assessments for Grades 2-11 and the Mastery Item Banks for grades 2-11. This quote aligns with the CER Consortium pricing.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form?	Check here if your company is exempt from US state sales tax : _____
Please Enter (Yes or No): _____	*Please email all US state sales tax exemption certifications to ar@instructure.com*
If yes, please enter PO Number: _____	

Customer purchasing documentation, such as Purchase Orders, shall only be used as proof of acceptance of the Order Form referenced therein, and the associated Master Terms and Conditions. Any terms and conditions included in any such Customer purchasing documentation are hereby expressly disclaimed by Instructure, shall be void and of no effect, and shall in all cases be superseded by the applicable Master Terms and Conditions.

By executing this Order Form, each party agrees to be legally bound by this Order Form.

Putnam Co School District - TN		**Instructure, Inc.**	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

Kingsport City Schools

TO: Board of Education
Dr. Chris Hampton, Superintendent

FROM: David J. Frye, Chief Finance Officer DJF

DATE: April 9, 2024

SUBJECT: RFP for Customized Benchmark Assessment Program

The City of Kingsport for its Kingsport City Schools issued a request for proposals for a Customized Benchmark Assessment Program for Kingsport City Schools on February 24, 2024.

On March 20, 2024, the Procurement Manager accepted three proposals submitted by Ed Tech Soft, Inc., Instructure, Inc., and NCS Pearson, Inc., for consideration. A formal evaluation was performed on the proposals based on the criteria included in the RFP Specifications. Based on the evaluation results, the vendor that best meets the needs of the school system as specified is Instructure, Inc.

It is recommended that the Board of Education approve the award of the contract for a Customized Benchmark Assessment program for Kingsport City Schools to Instructure, Inc., for the not to exceed contract amount of $94,971.00.

Funding is budgeted in FY25 School Performance Excellence, Assessment, General Purpose Funds.

CITY OF KINGSPORT
BID OPENING MINUTES
March 20, 2024 4:00 PM

415 Broad Street
Conf. Rm. 436
Kingsport, TN 37660

ATTENDING: Brent Morelock, Procurement Manager; Sandra Sloan, Assistant Procurement Manager, Schools; Andy True, Assistant Superintendent, Schools

The Procurement Manager opened with the following proposals:

RFP - Customized Benchmark Assessment Program (Kingsport City Schools)
Instructure, Inc.
Ed Tech Soft, Inc.
NCS Pearson, Inc.

The submitted proposals will be evaluated and a recommendation made at a later date.

Kingsport City Schools

RFP School System Customized Benchmark Assessment Program
Proposal Form

TO: City of Kingsport –
Procurement Manager
415 Broad Street
Kingsport, TN 37660

I. Bid Pricing for RFP School System Customized Benchmark Assessment Program with Item Banks

Having examined the Scope of Work and all information included in this Request for Proposal, the undersigned proposes to furnish all labor, material, equipment, supervision, and services necessary in accordance with the bid documents for the sum of:

	Qty	Year 1	Total Price
Elementary School Assessments – Grade 2 (3 per yr) ELA & Math (paper-based)	540	$4,449.60	$4,449.60
Elementary School Assessments - Grades 3-5 (3 per yr) ELA ,Math & Science;	5,135	$42,312.40	$42,312.40
Middle School Assessments - Grades 6-8 (3 per year) ELA, Math, Science & Social Studies (including Algebra I and Geometry at the middle school level);			
High School Assessments - Grades 9-11 (3 per year-Traditional) (3 per semester– Block) ELA ,Math & Science			
Yearly Fees or Other(specify in proposal)			
Mastery Connect AMS	5,135	$29,115.45	$29,115.45
Item Banks	5,135	$18,537.35	$18,537.35
Paper-Pencil Benchmarks	540	$556.20	$556.20
Individual Student Reports	5,675	$0	$0
TOTAL COSTS		$94,971.00	$94,971.00

II. Addenda

The following addenda have been received and are hereby acknowledged:

Addendum #1 Dated Mar 4.

Addendum #_____ Dated _____

Addendum #_____ Dated _____

III. Acceptance

This offer shall be open for acceptance and is irrevocable for (120) one hundred twenty days from the bid closing date.

IV. Bid Form Signatures

Note: Bid must be signed by person authorized by the Corporation By-Laws to bind it into contract.

Name of Firm: Instructure, Inc.

Signed: [signature] **Date:** 3. 18. 2024

Printed Name: Geoff Ebert

Title: Director, Deal Desk & Pricing

Address: 6330 S 3000 E STE 700

SLC, UT 84121

Phone: (800) 203-6755

Fax: N/A

Email: info@instructure.com

PUTNAM COUNTY SCHOOL SYSTEM
ENGAGE INSPIRE ACHIEVE

Burgess, Amanda <burgessa1@pcsstn.com>

Instructure RFP from Kingsport signed

1 message

Carwile, Bridgett <bridgett.carwile@pcsstn.com> Fri, Jul 19, 2024 at 4:00 PM
To: Amanda Burgess <burgessa1@pcsstn.com>

Here is the signed RFP that needs to be put with the backup for the board.

Bridgett Carwile

Federal Programs Supervisor
Putnam County Schools
1400 E. Spring Street
Cookeville, TN 38506

Office: 931-526-9777
Direct: 931-525-4709
Fax: 931-528-3790
Email: bridgett.carwile@pcsstn.com

"Life is 10% what happens to me and 90% of how I react to it."
~Charles Swindoll

"The future belongs to those who believe in the beauty of their dreams."
~Eleanor Roosevelt

"A winner is someone who recognizes his God given talents, works his tail off to develop them into skills, and uses these skills to accomplish his goals."
~Larry Bird

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4-9AwardRFPtoInstructureforBenchmarkAssessmentProgram.pdf
178K

VA26

Government Price Quotation

Qualtrics at Carahsoft

qualtrics.XM

11493 SUNSET HILLS ROAD | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | QUALTRICS@CARAHSOFT.COM

carahsoft.

TO: Bridgett Carwile
Federal Programs Supervisor
Putnam County Schools
1400 E. Spring Street
Cookeville, TN 38506 USA

EMAIL: bridgett.carwile@pcsstn.com

PHONE: (931) 525-4709 **FAX:** (931) 528-3790

FROM: Matthew Broccoletti
Qualtrics at Carahsoft
11493 Sunset Hills Road
Reston, Virginia 20190

EMAIL: Matthew.Broccoletti@carahsoft.com

PHONE: (703) 673-3549

TERMS: OMNIA EDU contract: R191902 NCPA is now Omnia Partners
Term: April 30, 2025
FTIN:52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply

QUOTE NO:	48967227
QUOTE DATE:	07/26/2024
QUOTE EXPIRES:	09/25/2024
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$56,550.53
TOTAL QUOTE:	$56,550.53

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
		YEAR 1				
1	251-CX1-100000	Customer Experience 1 Response Tier-100000 Digital Frontline Interactions : 70,000 Qualtrics, LLC - CX1-100000 Start Date: 09/07/2024 End Date: 09/06/2025	$56,550.53	OM	1	$56,550.53
		YEAR 1 SUBTOTAL:				$56,550.53
		SUBTOTAL:				$56,550.53
		TOTAL PRICE:				**$56,550.53**
		TOTAL QUOTE:				**$56,550.53**

SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
		YEAR 2				
2	251-CX1-100000	Customer Experience 1 Response Tier-100000 Digital Frontline Interactions : 70,000 Qualtrics, LLC - CX1-100000 Start Date: 09/07/2025 End Date: 09/06/2026	$56,550.53	OM	1	$56,550.53
		YEAR 2 SUBTOTAL:				$56,550.53
		YEAR 3				
3	251-CX1-100000	Customer Experience 1 Response Tier-100000 Digital Frontline Interactions : 70,000 Qualtrics, LLC - CX1-100000 Start Date: 09/07/2026 End Date: 09/06/2027	$56,550.53	OM	1	$56,550.53
		YEAR 3 SUBTOTAL:				$56,550.53
		SUGGESTED OPTIONS SUBTOTAL:				$113,101.06

Government Price Quotation

Qualtrics at Carahsoft

11493 SUNSET HILLS ROAD | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | QUALTRICS@CARAHSOFT.COM

Qualtrics EULA: http://www.qualtrics.com/indirect-terms-of-service/

Prices shown do not include sales tax, GST, HST, VAT or other taxes that may apply. Applicable taxes will be presented on the invoice. I
Unless inserted as part of an order form, this quote does not constitute a contract and is based on current information about the project requirements. Timelines for associated projects may be provided in a separate order form. Unless inserted as part of an order form, actual costs may change once project requirements and timelines are finalized. Software total above does not include any additional services fees that may be applicable.

***** Please reference the contract vehicle, the Carahsoft Quote Number 48967227, and N30 payment terms on a resulting purchase order.**

***** By providing a PO, customer is hereby agreeing to the terms and conditions outlined within the order form below to include acceptance of a multi-year agreement.**

***** Customer's payment obligation for each contract year of the Agreement is conditioned upon the availability and appropriation of funds. If funds are not appropriated to support continuation of performance in a subsequent fiscal year period, Customer shall have the right to terminate the Agreement at the end of the then-current contract year with prior written notice to Qualtrics at least 30 days prior to the start of the next contract year (a "Non-Appropriation Termination"). In the event of a Non-Appropriation Termination, Customer will not be entitled to any refund of any prepaid fees and shall be responsible for payment of amounts incurred up to the date of such termination.**

Includes:

Year 1:
Digital Frontline Interactions : 70,000

Year 2:
Digital Frontline Interactions : 70,000

Year 3:
Digital Frontline Interactions : 70,000

carahsoft.

Order Form

Parties:	Putnam County School System | TN 1400 East Spring St. Cookeville TN 38506 United States (**"End Customer"**)	Carahsoft Technology Corp 11493 Sunset Hills Road, Suite 100 Reston, VA 20190 USA (**"Carahsoft"**)
Effective Date:	The date the order is processed.	
Governing Document:	This Order Form is subject to the Qualtrics Terms of Service at http://www.qualtrics.com/indirect-terms-of-service/ (the "Agreement"). All capitalized terms used but not defined herein have the meanings given to them in the Agreement. If there is a conflict between the terms of the Agreement and this Order Form, this Order Form will control.	
Additional Terms:		

Subscription Term and Fees Exhibit

Subscription Term

Initial Term	
Start date:	First date of the initial period in the fees table below
End date:	Last date of the final period in the fees table below
Term in months:	36
Renewal Terms *(not applicable to pilots or proofs of concept)*	
Type of renewal at the end of the initial term and each renewal term:	Mutual agreement between the parties
Advance notice required to not renew or to request modification prior to the end of initial term or applicable renewal term:	90 days
Length of each renewal term in months:	12
Maximum price increase at each renewal term for same services:	5%

Fees for Initial Term

Period	Services	Price	Estimated Invoice Date	Payment Terms from Invoice	License Configuration
07-Sep-2024 TO 06-Sep-2025	Cloud Professional	$56,550.53 $0.00	Effective Date	Net 30	48967227
07-Sep-2025 TO 06-Sep-2026	Cloud Professional	$56,550.53 $0.00	08-Aug-2025	Net 30	48967227
07-Sep-2026 TO 06-Sep-2027	Cloud Professional	$56,550.53 $0.00	08-Aug-2026	Net 30	48967227
Total		**USD $169,651.59**			

Prices shown do not include applicable taxes, which will be included on the invoice.

Excess Use

Any use of the Cloud Service that exceeds the Usage Metrics and volumes set forth herein will incur additional fees from the date the excess use began based on Qualtrics' prices as of that date. Customer will execute an Order Form for such excess use promptly upon Qualtrics' request. Qualtrics will invoice Customer for such excess use on or about the end of the then-current annual period, and Customer will pay the invoiced amount in accordance with the applicable payment terms above.

Cloud Service Exhibit

YEAR 1
48967227

CLOUD SERVICE

Digital Frontline Interactions : 70,000

YEAR 2
48967227

CLOUD SERVICE

Digital Frontline Interactions : 70,000

YEAR 3
48967227

CLOUD SERVICE

Digital Frontline Interactions : 70,000

The Cloud Services purchased are subject to the Definitions and Product Terms located at: https://www.qualtrics.com/legal/customers/product-terms

Qualtrics permits Customer to process a limited number of characters (as defined at https://www.qualtrics.com/support/survey-platform/data-and-analysis-module/data/translate-text-responses) through its translation functionality per subscription year ("**Translation Limit**") at no charge. Qualtrics, at its discretion, reserves the right to strictly enforce this limit.

Service Level Exhibit

Service Levels

1. **Availability; Downtime.** Qualtrics will ensure that the Cloud Service has an availability level of 99.93%, excluding when the Cloud Service is unavailable due to (a) required system maintenance as determined by Qualtrics for which Qualtrics provides at least five days' advance notice to Customer; and (b) causes outside of the reasonable control of Qualtrics that could not have been avoided by its exercise of due care ("**Availability**"). **"Downtime"** means time during which the Cloud Service has no Availability.
2. **Fee Credits.** Customer will receive a fee credit (**"Fee Credit"**) for Downtime upon request based on the following formula: Fee Credit = fee credit percentage set forth below * (1/12 then-current annual fees paid for the Cloud Service affected by Downtime). All times listed below are per calendar month.
    1. If Downtime is 30 minutes (=99.93%) or less, no fee credit percentage applies.
    2. If Downtime is from 31 to 120 minutes, the fee credit percentage is 5%.
    3. If Downtime is from 121 to 240 minutes, the fee credit percentage is 7.5%.
    4. If Downtime is 241 minutes or greater, the fee credit percentage is 10.0%.

PUTNAM COUNTY SCHOOL SYSTEM
ENGAGE INSPIRE ACHIEVE

Burgess, Amanda <burgessa1@pcsstn.com>

Fwd: Qualtrics Quote #48967227

1 message

Carwile, Bridgett <bridgett.carwile@pcsstn.com> Fri, Jul 26, 2024 at 3:06 PM
To: Amanda Burgess <burgessa1@pcsstn.com>

Her is Qualtrics quote and contract #

Bridgett Carwile

Federal Programs Supervisor
Putnam County Schools
1400 E. Spring Street
Cookeville, TN 38506

Office: 931-526-9777
Direct: 931-525-4709
Fax: 931-528-3790
Email: bridgett.carwile@pcsstn.com

"Life is 10% what happens to me and 90% of how I react to it."
~Charles Swindoll

"The future belongs to those who believe in the beauty of their dreams."
~Eleanor Roosevelt

"A winner is someone who recognizes his God given talents, works his tail off to develop them into skills, and uses these skills to accomplish his goals."
~Larry Bird

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---------- Forwarded message ---------
From: **Matthew Broccoletti** <Matthew.Broccoletti@carahsoft.com>
Date: Fri, Jul 26, 2024 at 2:09 PM
Subject: Qualtrics Quote #48967227
To: bridgett.carwile@pcsstn.com <bridgett.carwile@pcsstn.com>
CC: Michelle Gomez-Colon <Michelle.Gomez-Colon@carahsoft.com>, Amanda Ketay <aketay@qualtrics.com>

Good afternoon, Bridgett,

I hope all is well and happy Friday!

I have attached the requested Qualtrics quote to this email.

Please let me know if you have any questions or concerns!

Best,

MATTHEW BROCCOLETTI
ACCOUNT REPRESENTATIVE | QUALTRICS SLED

carahsoft.
CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VA 20190
T: 703.673.3549 | 888.66.CARAH | F: 703.871.8505
MATTHEW.BROCCOLETTI@CARAHSOFT.COM | WWW.CARAHSOFT.COM | CARAH.IO/MATTHEWBROCCOLETTITEAMS

FOLLOW US ON FACEBOOK | TWITTER | LINKEDIN



7X24@CARAHSOFT.COM | REQUEST QUOTE

Carahsoft - Qualtrics - 07.26.2024 - Quote 48967227.pdf
457K

NCPA is now OMNIA Partners

As your partner in the purchasing process, OMNIA Partners is dedicated to optimizing procurement for your organization. Our goal is to improve the way your organization identifies, evaluates, and procures what they need at the best value.

OMNIA Partners will continue to utilize the lead agency contracting process that has become a strategic best practice in public procurement. All contracts available through OMNIA Partners are competitively solicited and publicly awarded by a lead agency (government entity/educational institution), using a competitive solicitation process consistent with applicable procurement laws and regulations.

NCPA is a wholly-owned subsidiary of OMNIA Partners. All participants registered with NCPA continue to have access to all contracts.

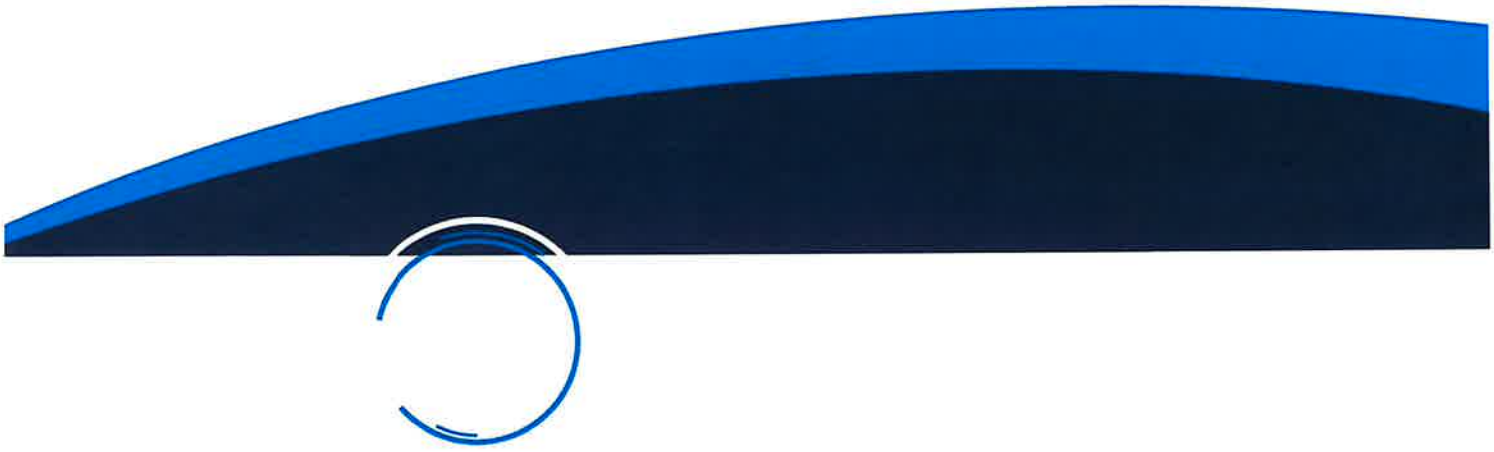
We are here to help you achieve your procurement goals while saving you time and money along the way.

SEARCH
CONTRACTS

PRESS F Hi! Have a question? I'm here to help.

NCPA

An OMNIA Partners Company



First Name**

Last Name**

Organization Name**

Industry**

Email**

Purchase or Sell*

By providing email address(es) and/or any other personal information, as defined under applicable law, you represent that you have the authority to provide such information and acknowledge that you are agreeing to OMNIA Partners' use of your information as provided in the Terms of Use and Privacy Notice.

☐ I agree*

SIGN UP FOR EMAILS

INDUSTRIES

K-12 Education

Higher Education

Government

SOLUTIONS

Contract Offerings

OPUS

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Real Estate

Industry Experts

ABOUT US

RESOURCES

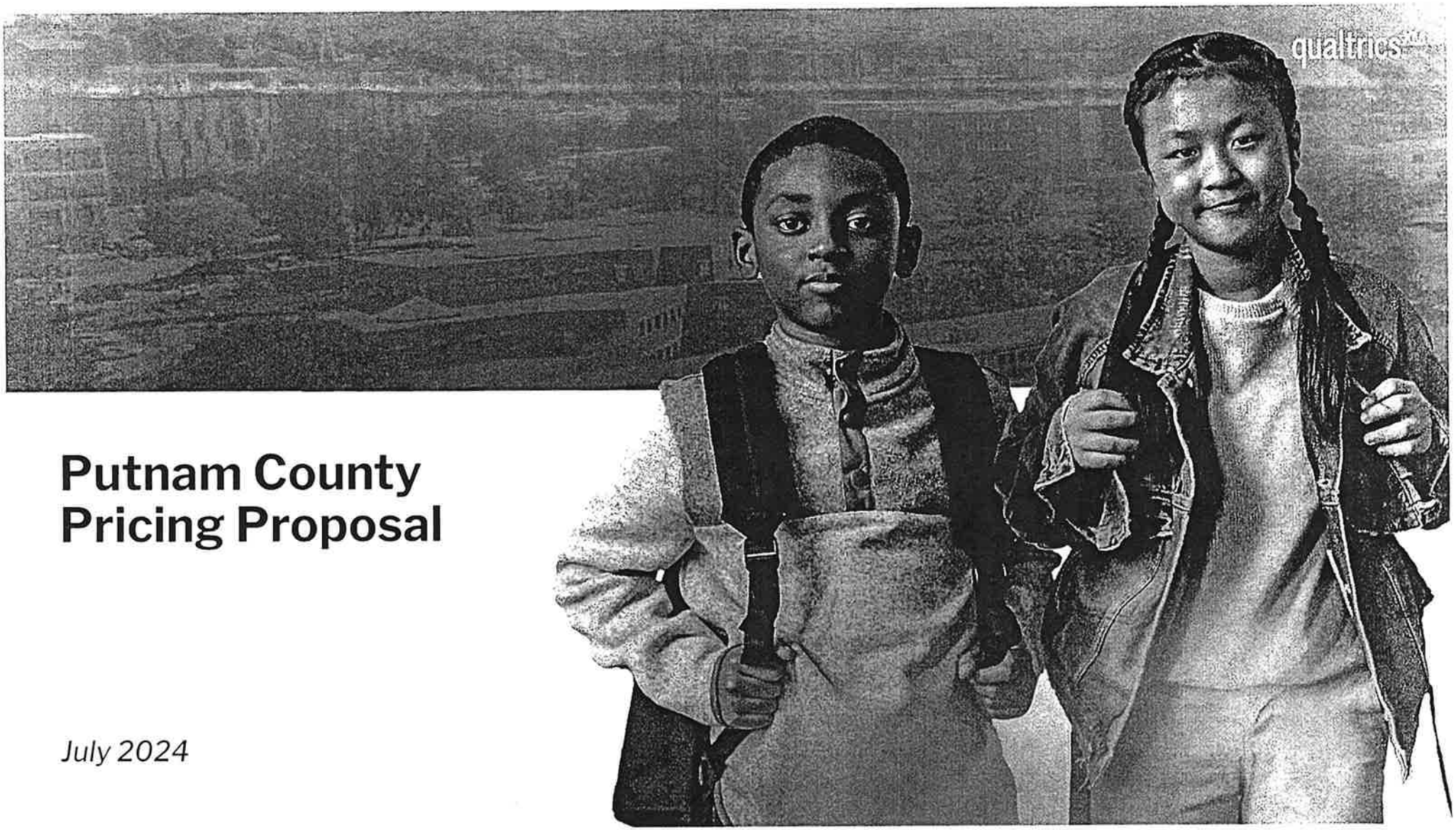
CAREERS

BECOME A MEMBER

5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

Privacy Policy | Terms of Use



Putnam County Pricing Proposal

July 2024

Three suites to create exceptional customer frontlines, high performing teams, and a school experience people love. All on one AI-powered platform.

XM FOR
Customer Frontlines

Software to deliver better experiences in Education across every digital and physical touchpoint.

Digital Care Locations

XM FOR
People Teams

Software to engage teams, improve manager effectiveness and make informed people and business decisions.

Engage Lifecycle Analytics

XM FOR
Strategy + Research

Software to design an Education experience people love, increase market share, and accelerate growth.

Research UX Brand

XM2

The AI-powered operating system for XM that finds experience gaps, surfaces what matters most to customers and employees, recommends changes that will drive the biggest impact, and guides frontline teams to act with speed, empathy, and efficiency.

XiD iQ Xflow

SOLUTIONS

Suites to create exceptional customer frontlines, high performing teams, and a school experience people love. All on one AI-powered platform.

qualtrics.XM

XM for Customer Frontlines

Student/Family/Community Experience Management

+ Robust survey functionality
+ Real time internal role based dashboards
+ Transparent public facing dashboards
+ Website & "Always On" Feedback
+ Closed-Loop Feedback
+ Ticketing
+ Digital forms with automations/workflows
+ Text iQ, Stats iQ, Predict iQ
+ AI- powered Insights

XM for Strategy & Research

+ Robust survey functionality
+ Real time internal role based dashboards
+ Digital forms
+ AI- powered Insights
+ Text iQ, Stats iQ, Predict iQ
+ Video Feedback
+ AI- Powered insights

qualtrics.XM

PRICING OPTIONS

License Migration

qualtrics.XM

Your current license is being deprecated by 2026 and will not receive any of the new updates or features we are adding. You will want to move to our most up to date license called XM for Customer Frontlines CX Digital License.

Current License

CX Foundational Legacy License

+15 Users
+20,000 Responses
+Branded URL
+TextIQ/StatsIQ
+Advanced Distribution
+Expert Review
+Ticketing/Workflows
+Public Dashboards

TOTAL at Renewal with escalation: $47,848.42

Pricing for additional Items

10,000 Responses	$3,500
20,000 Responses	$5,000

1 user	$500
5 Users	$2,500
10 Users	$4,500
20 Users	$6,500

qualtrics.XM

XM CUSTOMER FOR FRONTLINES DIGITAL
3 YEAR LICENSE PROPOSAL

XM for Customer Frontlines
Student/Family/Community Experience Management

- \+ Robust survey functionality
- \+ Real time internal role based dashboards
- \+ Transparent public facing dashboards
- \+ Website & "Always On" Feedback
- \+ Closed-Loop Feedback
- \+ Ticketing
- \+ Digital forms with automations/workflows
- \+ Text iQ, Stats iQ, Predict iQ
- \+ AI- powered Insights

1 Year Agreement

Customer Frontlines Digital License

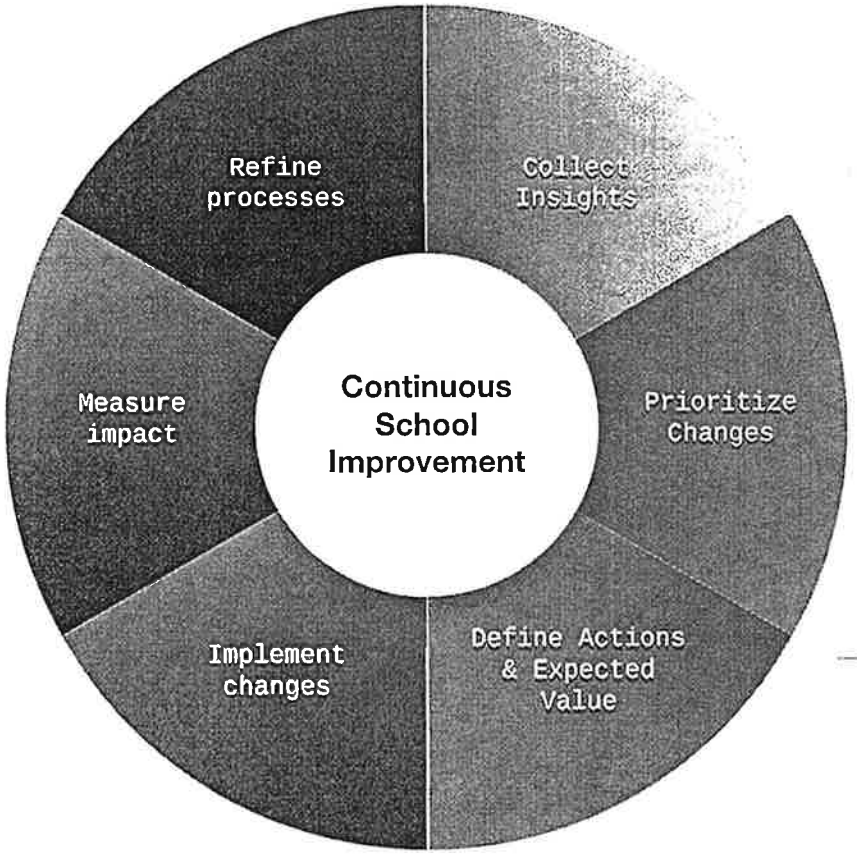
Unlimited Users

70,000 Survey Responses Annually

Implementation to be scoped

TOTAL: $56,550.42

*This price can be locked in for 3yrs. If we keep it single year, pricing is subject to change



By turning insights into action that drives student success

- Iterative process
- Fully integrated
- Aligned to institution goals

qualtrics.™

XM FOR
Customer Experience

FRONTLINE Digital™

SOLUTIONS

+ WEBSITE + MOBILE APP FEEDBACK
+ DIGITAL EXPERIENCE ANALYTICS
+ CUSTOMER JOURNEY OPTIMIZATION

FRONTLINE Care™

SOLUTIONS

+ CONTACT CENTER ANALYTICS
+ QUALITY MANAGEMENT + COMPLIANCE
+ REAL-TIME AGENT PRODUCTIVITY

FRONTLINE Locations™

SOLUTIONS

+ ONLINE REPUTATION + REVIEW MANAGEMENT
+ FRONTLINE LOCATIONS ASSIST
+ LOCATION FEEDBACK ANALYTICS

Powered by Qualtrics AI

qualtrics.XM

What the Customer Experience Suite can do for K-12

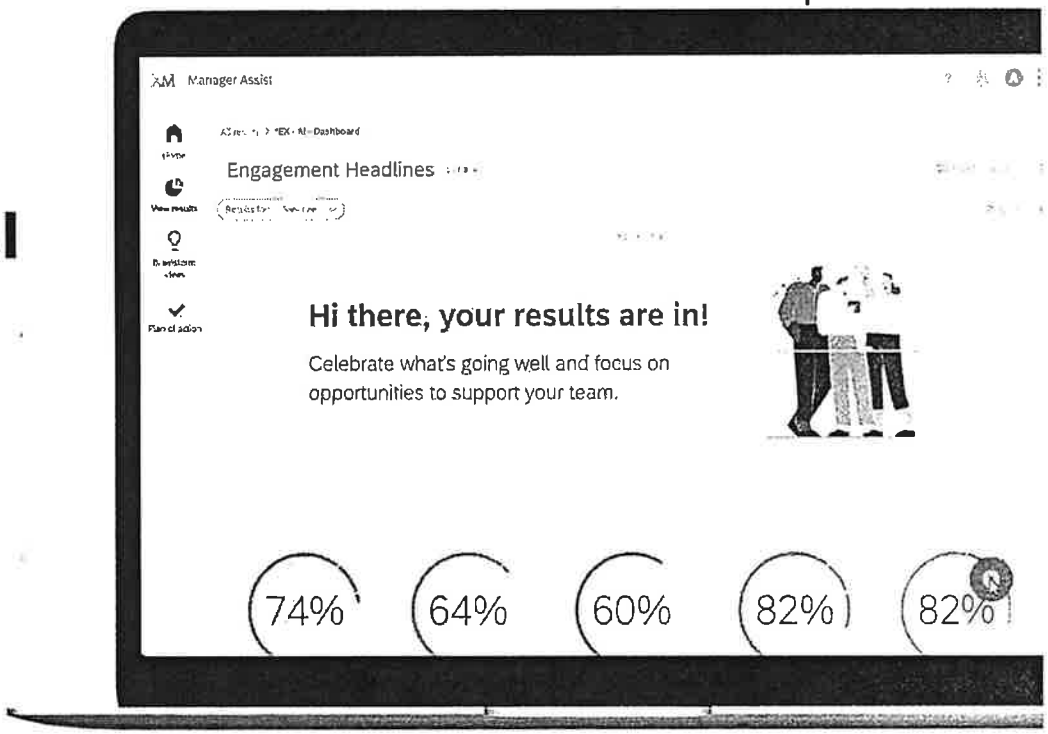
VALUE DRIVERS	CURRENT PROGRAM CAPABILITIES	NEW CAPABILITIES FROM CX SUITE
Improve student enrollment	Website listening capabilities to understand visitor intent and factors affecting conversion rate	Deepen the insights gathered with **AI-powered survey response clarity** that encourages customers to leave complete, actionable feedback. Leverage **Unlimited User Seats** to grant access to **Qualtrics Assist interactive dashboards** to find previously missed insights in real-time.
Increase community engagement	Website listening and analysis capabilities to understand factors affecting the digital experience	Build stronger relationships with your community on social platforms by connecting, engaging, and closing the loop through **Online Reputation Management**, equipping your frontline staff with **AI-generated response suggestions.**
Decrease manual effort to analyze data	Generating insights and recommending actions is a mostly manual process using existing capabilities in Digital CX product	**GPT assisted workflows** and **Advanced text analytics** to automatically generate insights and prescribe actions across the organization
Increase digital self service adoption	Website listening and analysis capabilities to understand customer experience with respect to digital support capabilities	Access to **Conversational Analytics** capabilities, allowing you to understand why customers are needing to move to higher cost, higher friction support channels - and also what this channel switching is costing your institution

Customer Experience Suite > Interactive Dashboards

qualtrics.XM

Easily decode student and family experience data into actions with conversational AI

- Reduce time spent analyzing complex dashboards
- Get real-time answers to key questions on student and family engagement, satisfaction, and retention
- With natural language queries, education personnel of all backgrounds can access and interpret experience data effortlessly - fostering a culture of data-driven decision-making

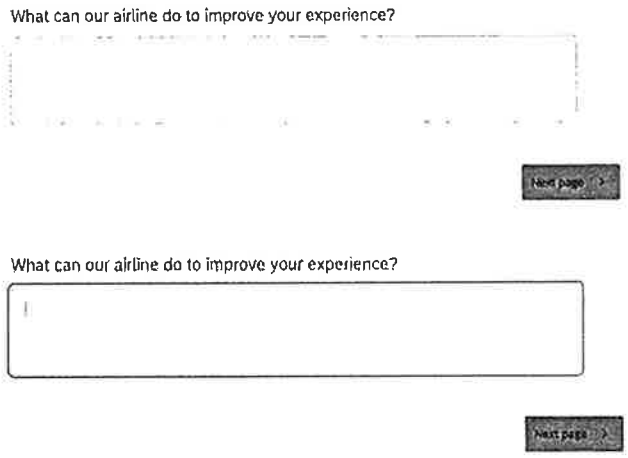


Qualtrics Assist

qualtrics.XM

Close the loop immediately with higher quality feedback

- Uncover layers of valuable context with intelligent follow-up questioning that dynamically adapts to input, ensuring nothing of importance is missed
- Increase resolution rates and family satisfaction by employing an AI-driven approach that feels natural and attentive, fostering positive customer relations



This survey utilizes AI to craft personalized follow-up questions tailored to each respondent's answer, ensuring relevance to the initial question. Observe how the AI responds to two varied answers to the same question with a targeted subsequent question that hones in on the participant's specific response.

- **Increasing enrollment**
- **Cost to serve**
- **Strengthening family-school relationships**

POWERED BY Qualtrics AI

H2 2024 ROADMAP ITEM | AVAILABLE IN ALL SUITES

POWERED BY Qualtrics AI qualtrics.

Listen to families where they're interacting with your school the most

CONNECT WITH FAMILIES WHERE THEY ARE

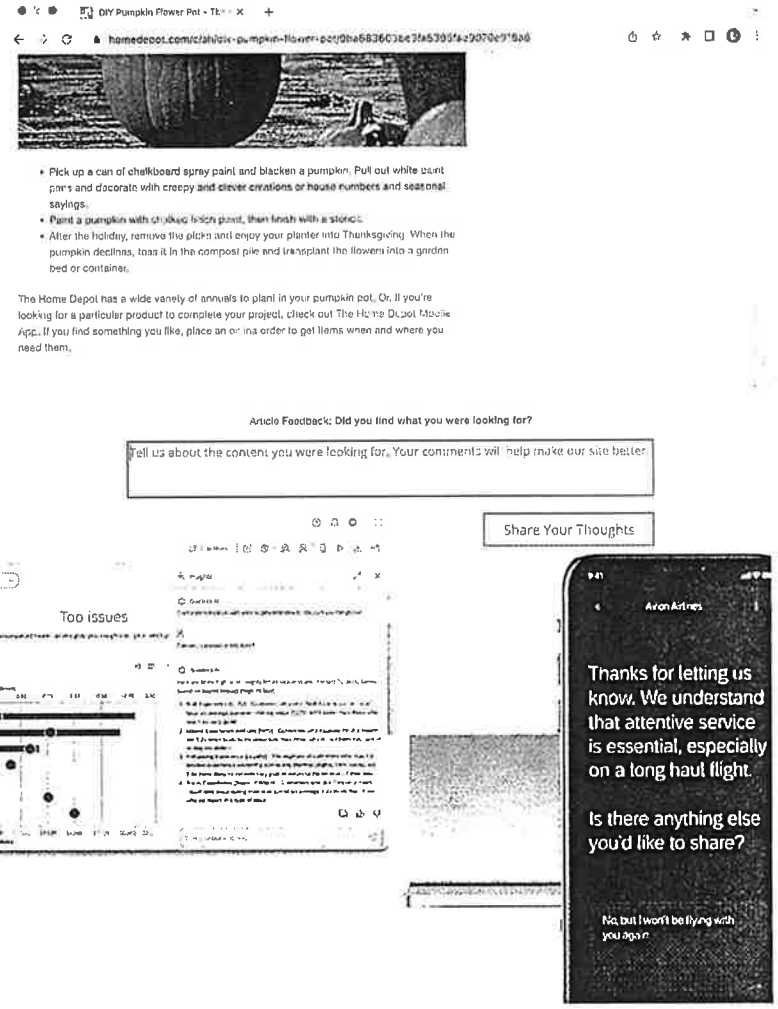
+ Understand how families interact with your school's digital channels (website, social media)
+ Use conversational surveys to gather deeper feedback from families
+ Make changes to your digital listening program without needing IT / managed service support

IDENTIFY AREAS OF DIGITAL FRICTION & PRIORITIZE WHAT TO FOCUS ON FIRST

+ Launch digital intercepts for the right families at the right time with intelligent targeting & real-time friction detection
+ Uncover unique, quantified insights by leveraging dashboards that combine quantitative & qualitative feedback data

QUICKLY RESOLVE POOR EXPERIENCES

+ Automate triggers directly to customer service / technical support teams to fix broken experiences



GENERAL AVAILABILITY | FRONTLINE DIGITAL

POWERED BY Qualtrics AI qualtrics.

Give voice to the 'silent majority' & uncover issues quickly

QUICKLY IDENTIFY & ROOT CAUSE ENROLLMENT FRICTION POINTS

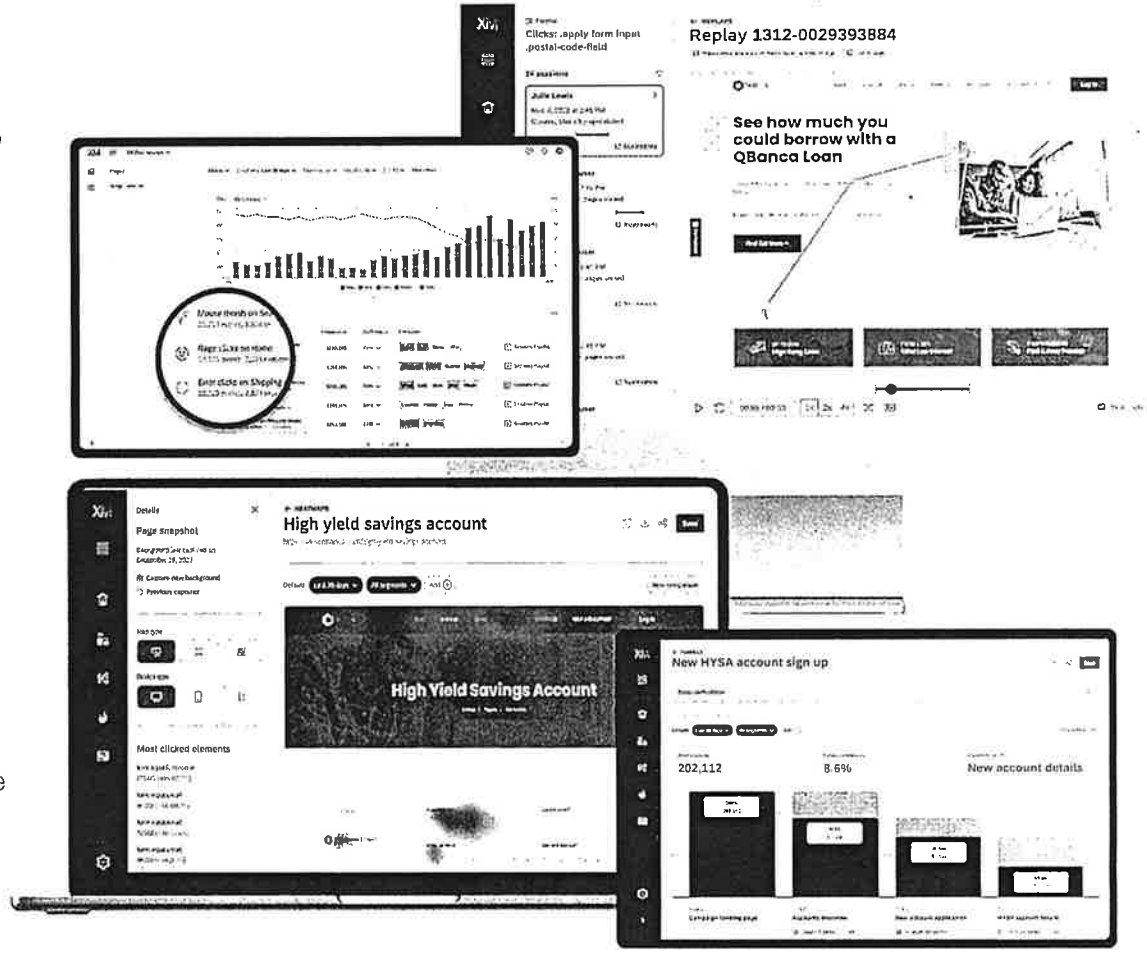
+ Use digital tracking to pinpoint customer pain points, such as "rage clicks," and assess their impact
+ Interact with your data, asking questions as you would a human expert or use pre-populated prompts, revealing deeper insights effortlessly

VISUALIZE THE EXACT FAMILY EXPERIENCE

+ See session replays of enrollment journeys
+ Get AI-suggested segmentation of your audiences

KEEP FAMILY AND STUDENT PRIVACY FIRST

+ Leverage PII masking & GDPR compliance capabilities to ensure your customers are protected



GENERAL AVAILABILITY | FRONTLINE DIGITAL [add-on]

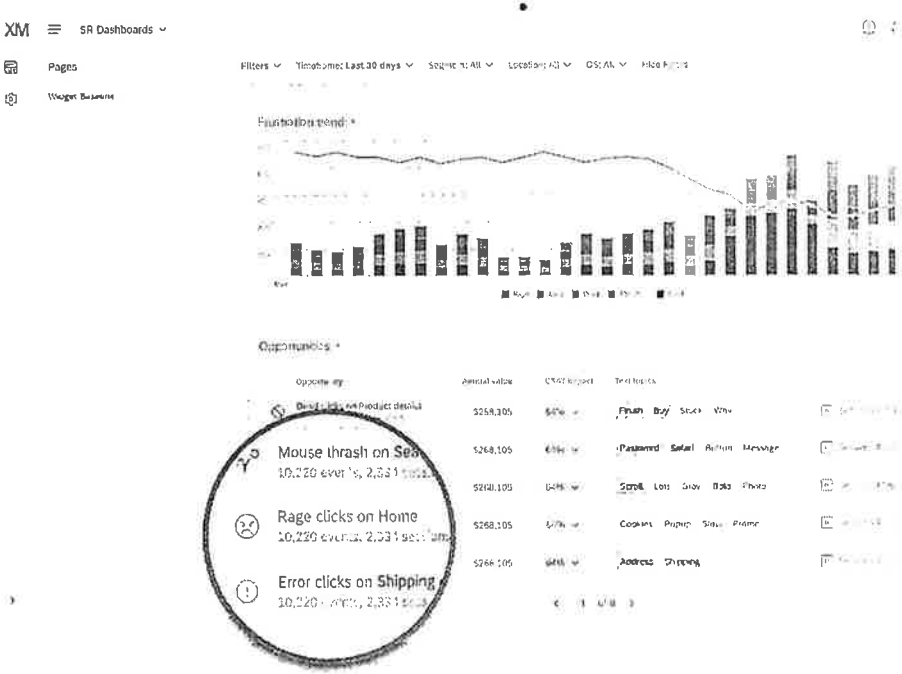
Digital Experience Analytics 2.0

qualtrics.XM

Gain a comprehensive view of how families interact with digital touchpoints

+ Pairs customer feedback with digital session replay and frustration detection

+ Automatically surfaces insights about key moments of friction and opportunity across your digital products



- Optimization of enrollment processes
- ▼ Service costs



Public Preview Q3 2024 | Frontline Digital (add-on), XM for Customer Experience

qualtrics.XM

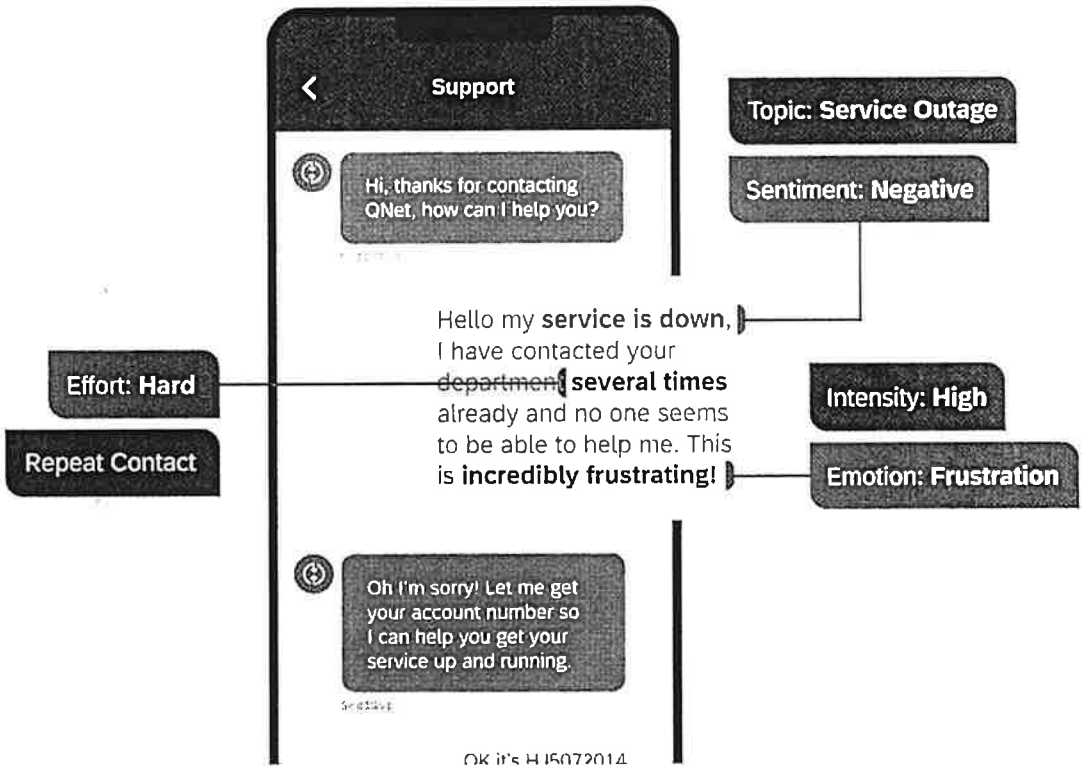
Tap into family conversations across channels to proactively address issues

UNCOVER ISSUES YOU MAY MISS IN YOUR DIGITAL DATA

- Ingest and analyze native app reviews to uncover what's driving low score reviews
- Listen to customer services calls & chat to identify friction points within your digital channels

IDENTIFY UNMET NEEDS AND INNOVATE WITHIN YOUR DIGITAL CHANNELS

- Discover topics families want addressed digitally
- Connect your digital channel data to the full student journey



qualtrics.XM

Optimize the omni-channel family journey through analytics & orchestration

MEASURE & VISUALIZE THE OMNI-CHANNEL FAMILY JOURNEY

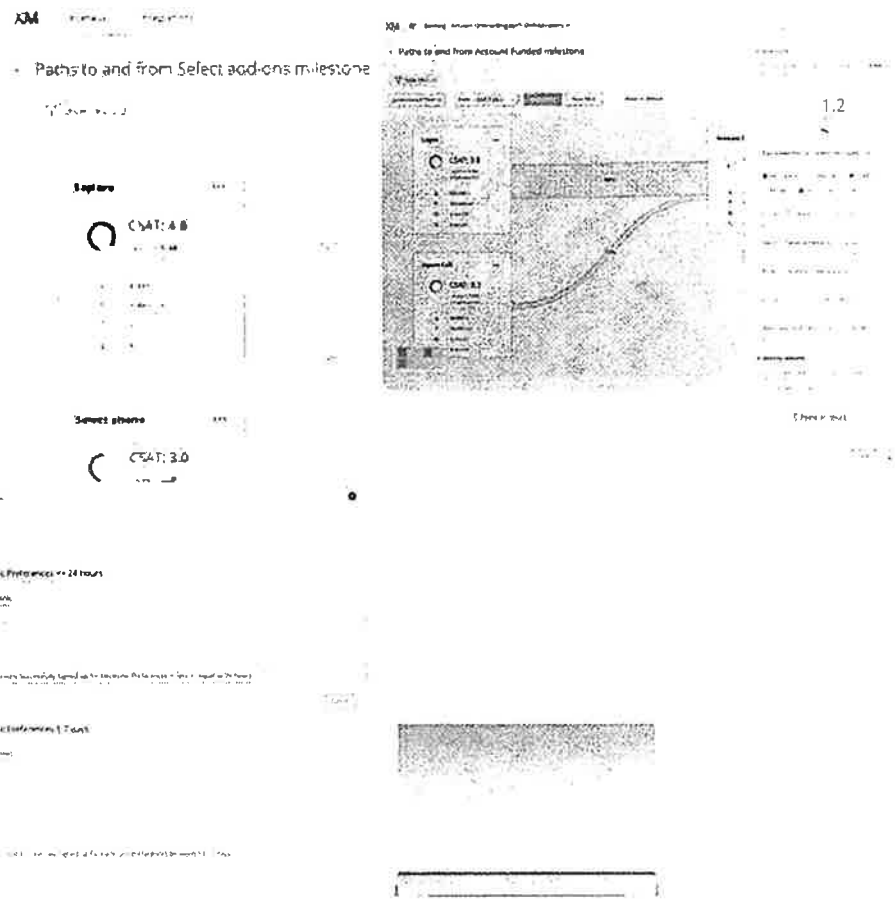
- Visualize data stitched together from multiple sources into a cohesive family journey view

IDENTIFY AREAS OF FALLOFF WITH HIGHEST SCHOOL IMPACT

- Establish dynamic customer journey map that allow the business to zero in on the key moments that matter
- Leverage journey analytics with AI-trend detection to uncover where the key moments of friction are occurring

INCREASE JOURNEY SUCCESS THROUGH ORCHESTRATION

- Orchestrate interactions along a journey based on customer state - including behavioral and emotional cues



Customer Experience Suite > XiD auto-segmentation

qualtrics.XM

Take more targeted actions with AI-generated segments

- Discover unique student and family segments, uncovering insights your institution may have overlooked or not even considered
- Utilize the power of Gen-AI to analyze and extract actionable insights from high volume directory data



POWERED BY Qualtrics AI

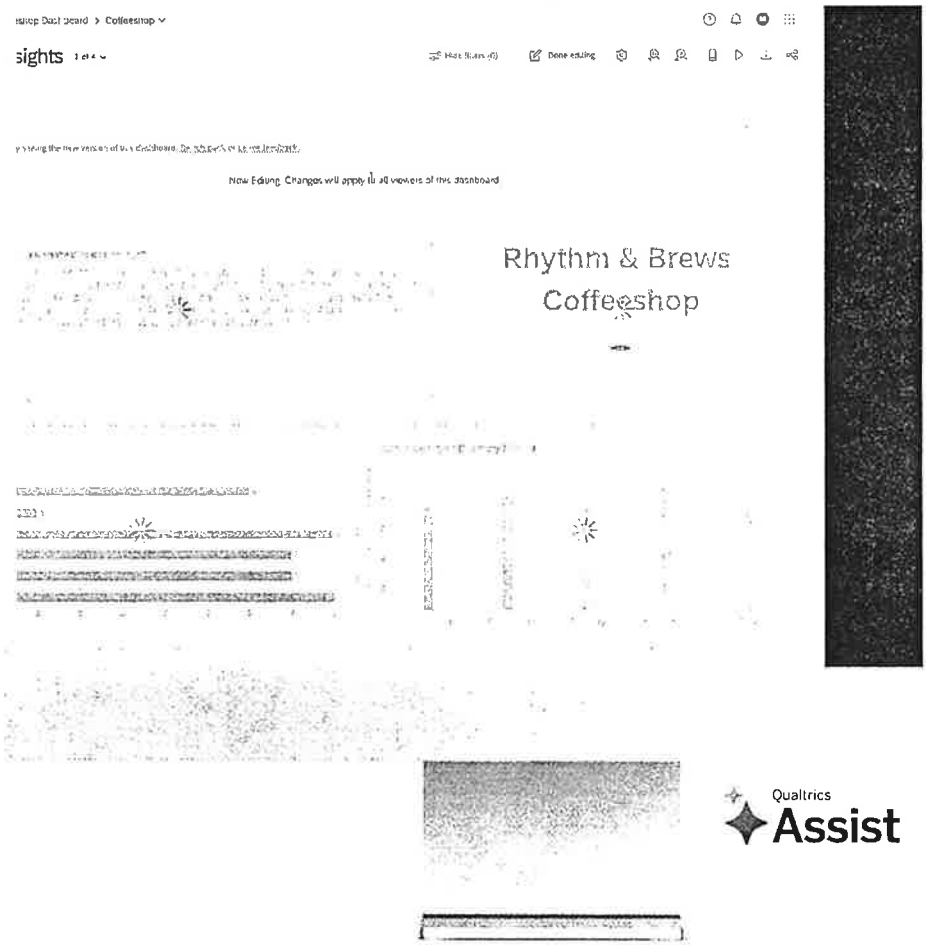
PUBLIC PREVIEW Q2 2024 | AVAILABLE IN ALL SUITES

Customer Experience Suite > Dashboard summarization

qualtrics XM

Reduce time spent navigating multiple dashboards for quicker time to key insights

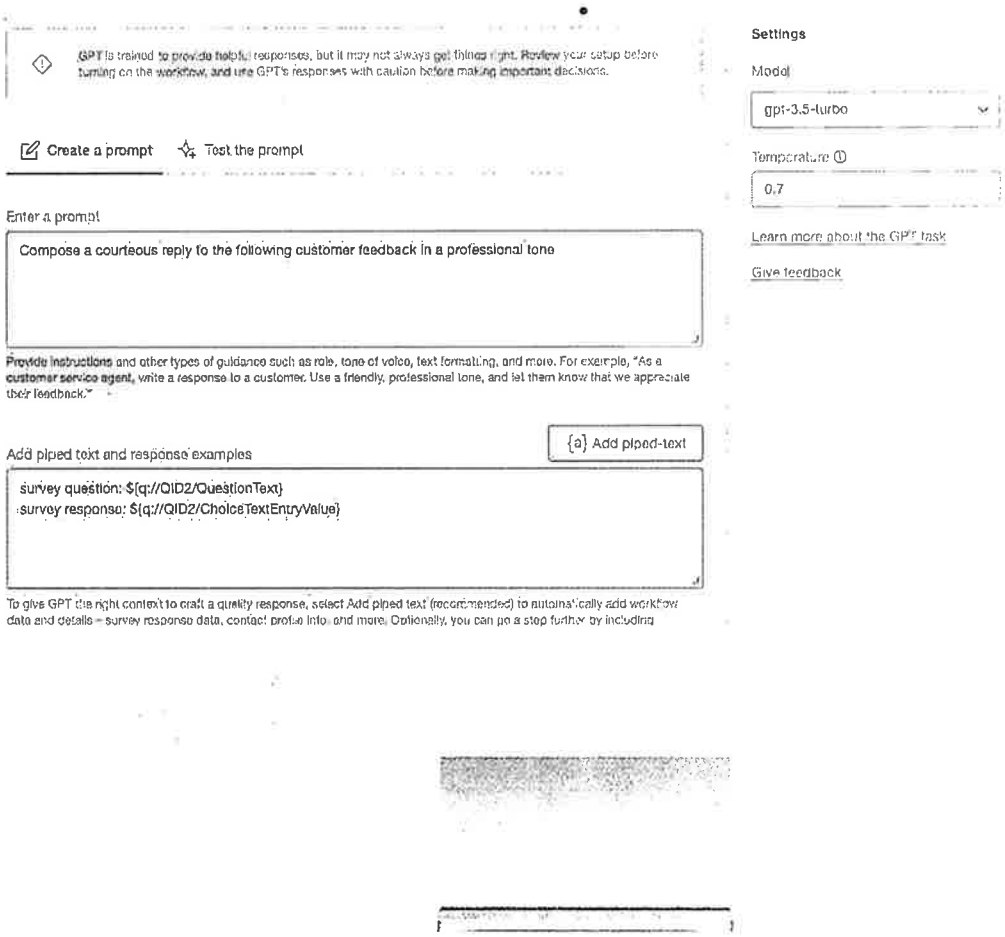
- Embed intelligence in your dashboards with a widget that automatically surfaces key insights, telling the story of your data as it evolves
- Customize the insight experience to ensure stakeholders receive the most relevant information when it matters most
- Enhance decision-making processes with targeted insights that are ready to be acted upon, all seamlessly integrated within your familiar dashboard environment



qualtrics.XM

AI-driven tailored responses for proactive communication

- Use AI to generate insightful, personalized interactions from survey responses
- Streamline your analysis with AI that categorizes open-text feedback in real-time, enabling quick and strategic follow-ups that shows your value family input
- Supports connections to both OpenAI and Azure OpenAI Services via your own API key



Houghton Mifflin Harcourt

Proposal #009009924

Prepared For

Putnam Co School District

Attention:
Rachel Manis
rachel.manis@pcsstn.com

For the Purchase of:

Math 180 on Ed (Flex) Core Class/push-in

Prepared By
TN Account Exec - TS
tricia.seely@hmhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:
http://www.hmhco.com/common/terms-conditions

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
	Math 180 - Flex Core Classroom				
	Student Licenses				
1866040	9780358937616 Math 180 on Ed Flex Student Digital Subscription 1 Year Includes: Math 180 on Ed Flex Student License, 1 Year Implementation Success	$60.00	170	$10,200.00	
	Total for Student Licenses	**$10,200.00**			
	Teacher Licenses				
1855135	9780358864806 Math 180 on Ed Flex Teacher Digital Subscription 1 Year Includes: Math 180 on Ed Flex Teacher License, 1 Year Access to Teacher's Corner	$199.00			7
	Total for Teacher Licenses	**$0.00**			
	Total for Math 180 - Flex Core Classroom	**$10,200.00**			
	Professional Services - Math 180 Flex Core Classroom				
	Implementation Success Plan				
1855463	9780358866220 Math 180 on Ed Flex Getting Started Live Online 2-Hour This two-hour Getting Started session introduces teachers to their new program's structure, essential resources, and implementation recommendations. Teachers will also explore Ed, HMH's teaching and learning platform, and the professional learning pathway on Ed. Getting Started is the initial step toward a successful first 30 days. Ongoing training and support will be also provided on Ed. There, teachers will access a guided learning pathway based on their grade level and implementation timeline. A recommended sequence of topics, which includes live sessions, videos, interactive media, and related resources, will help teachers plan, teach, and assess student learning using their new HMH program. After teachers complete each pathway topic, they receive a certificate of completion.		1		
	Total for Professional Services - Math 180 Flex Core Classroom	**$ 0.00**			

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Rachel Manis
rachel.manis@pcsstn.com

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

Proposal for

Putnam Co School District

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity

Total Savings:	$1,393.00
Subtotal Purchase Amount:	$10,200.00
Shipping & Handling:	$0.00
Sales Tax:	$0.00
Total Cost of Proposal (PO Amount):	**$10,200.00**

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Rachel Manis
rachel.manis@pcsstn.com

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

Total Cost of Proposal (PO Amount): $10,200.00

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - Point of Contact for Print materials
  - Point of Contact for Digital materials
  - Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:
Putnam County School District
1400 E Spring St
Cookeville, TN 38506-4313

Sold to:
Putnam County School District
1400 E Spring St
Cookeville, TN 38506-4313

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.
Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: http://www.hmhco.com/common/terms-conditions

Date of Proposal: 4/25/2024

Proposal Expiration Date: 8/30/2024

Houghton Mifflin Harcourt

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14046 Collections Center Drive
Chicago, IL 60693

Attention:
Rachel Manis
rachel.manis@pcsstn.com

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

Houghton Mifflin Harcourt

Proposal #008935614

Prepared For

Putnam Co School District

Attention:
Rachel Manis
rachel.manis@pcsstn.com

For the Purchase of:

Read 180 on Ed Dedicated/pull-out (Stand-Alone)

Prepared By
TN Account Exec - TS
tricia.seely@hmhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:
http://www.hmhco.com/common/terms-conditions

ISBN		Title	Price	Quantity	Value of All Material	Free Materials Quantity
Flex Read 180 for Stage C						
Materials and Services						
1867398	9780358937692	Read 180 on Ed Flex Student Digital Subscription 1 Year	$60.00	195	$11,700.00	
1855113	9780358864646	Read 180 on Ed Flex Teacher Digital Subscription 1 Year	$199.00			12
Total for Materials and Services			**$11,700.00**			
Total for Flex Read 180 for Stage C			**$11,700.00**			
Digital licenses						
Student Licenses						
1866600	9780358937265	Read 180 on Ed Student Digital Subscription 1 Year Includes: Read 180 on Ed Student License 1 Year Implementation Success	$109.00	400	$43,600.00	
Total for Student Licenses			**$43,600.00**			
Teacher Licenses						
1835546	9780358740643	Read 180 on Ed Teacher Digital Subscription 1 Year Includes: Read 180 on Ed Teacher License 1 Year Access to Teacher's Corner	$299.00			40
Total for Teacher Licenses			**$0.00**			
Stage A						
Classroom Materials						
1847494	9780358804697	Read 180 Stage A Teacher Bookshelf	$710.00	10	$7,100.00	
1798805	9780358363002	HMH Word Building Kit	$49.95	10	$499.50	
Teacher Materials						
1840338	9780358767268	Read 180 Stage A ReaL Book Workshops 1-3 Teaching Guide Bundle Includes: Getting Started 1 + Workshops 1-3	$395.00	10	$3,950.00	
1835344	9780358739395	Read 180 Stage A ReaL Book Workshop 2 Teaching Guide	$120.00	7	$840.00	
1835355	9780358739456	Read 180 Stage A ReaL Book Workshop 3 Teaching Guide	$120.00	2	$240.00	
1835361	9780358739517	Read 180 Stage A ReaL Book Workshop 4 Teaching Guide	$120.00	8	$960.00	
1835391	9780358739814	Read 180 Stage A ReaL Book Workshop 8 Teaching Guide	$120.00	2	$240.00	
1835397	9780358739876	Read 180 Stage A ReaL Book Workshop 9 Teaching Guide	$120.00	3	$360.00	
Student Materials						

	ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
1840241	9780358766292	Read 180 Stage A ReaL Book Workshops 1-3 Student Edition Bundle Includes: Read 180 Stage A ReaL Book Workshop 1-3 Student Edition Read 180 Stage A Getting Started Book 1 Student Edition	$30.00	200	$6,000.00	
1835327	9780358739227	Read 180 Stage A ReaL Book Workshop 1 Student Edition	$10.00	35	$350.00	
1835341	9780358739364	Read 180 Stage A ReaL Book Workshop 2 Student Edition	$10.00	68	$680.00	
1835347	9780358739425	Read 180 Stage A ReaL Book Workshop 3 Student Edition	$10.00	9	$90.00	
1835358	9780358739487	Read 180 Stage A ReaL Book Workshop 4 Student Edition	$10.00	75	$750.00	
1835364	9780358739548	Read 180 Stage A ReaL Book Workshop 5 Student Edition	$10.00	6	$60.00	
1835388	9780358739784	Read 180 Stage A ReaL Book Workshop 8 Student Edition	$10.00	4	$40.00	
1835394	9780358739845	Read 180 Stage A ReaL Book Workshop 9 Student Edition	$10.00	13	$130.00	
1835333	9780358739289	Read 180 Code Book 1 Student Edition	$7.50	136	$1,020.00	
1835334	9780358739296	Read 180 Code Book 2 Student Edition	$7.50	142	$1,065.00	
1835335	9780358739302	Read 180 Code Book 3 Student Edition	$7.50	43	$322.50	
1835336	9780358739319	Read 180 Code Book 4 Student Edition	$7.50	25	$187.50	
1835051	9780358738275	Read 180 Stage A Getting Started Book 1 Student Edition	$4.95	125	$618.75	
	Total for Stage A		**$25,503.25**			

Total for Digital licenses **$69,103.25**

Stage B
A la Carte Items Available for Purchase

Teacher Materials

1835345	9780358739401	Read 180 Stage B ReaL Book Workshop 2 Teaching Guide	$120.00	3	$360.00	

Student Materials

1835342	9780358739371	Read 180 Stage B ReaL Book Workshop 2 Student Edition	$10.00	51	$510.00	
1835353	9780358739432	Read 180 Stage B ReaL Book Workshop 3 Student Edition	$10.00	12	$120.00	
1835359	9780358739494	Read 180 Stage B ReaL Book Workshop 4 Student Edition	$10.00	14	$140.00	
1835365	9780358739555	Read 180 Stage B ReaL Book Workshop 5 Student Edition	$10.00	60	$600.00	
1835371	9780358739616	Read 180 Stage B ReaL Book Workshop 6 Student Edition	$10.00	17	$170.00	
1835383	9780358739739	Read 180 Stage B ReaL Book Workshop 7 Student Edition	$10.00	30	$300.00	
1835395	9780358739852	Read 180 Stage B ReaL Book Workshop 9 Student Edition	$10.00	8	$80.00	
1835377	9780358739678	Read 180 Stage B Getting Started Book 2 Student Edition	$4.95	209	$1,034.55	

Send **Check Payments** to:
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14046 Collections Center Drive
Chicago, IL 60693

Attention:
Rachel Manis
rachel.manis@pcsstn.com

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
	Total for A la Carte Items Available for Purchase	$3,314.55			
Total for Stage B		$3,314.55			

Professional Services - Read 180

Implementation Success Plan

1833602	9780358732082	Getting Started Introduction to Read 180 on Ed Live Online 2-Hour Grade 3-12	1		

This two-hour Getting Started session introduces teachers to their new program's structure, essential resources, and implementation recommendations. Teachers will also explore Ed, HMH's teaching and learning platform, and the professional learning pathway on Ed.

Getting Started is the initial step toward a successful first 30 days. Ongoing training and support will be also provided on Ed. There, teachers will access a guided learning pathway based on their grade level and implementation timeline. A recommended sequence of topics, which includes live sessions, videos, interactive media, and related resources, will help teachers plan, teach, and assess student learning using their new HMH program. After teachers complete each pathway topic, they receive a certificate of completion.

Total for Professional Services - Read 180	$ 0.00

Total Savings:	$14,348.00
Subtotal Purchase Amount:	$84,117.80
Shipping & Handling:	$4,034.49
Sales Tax:	$0.00
Total Cost of Proposal (PO Amount):	**$88,152.29**

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Rachel Manis
rachel.manis@pcsstn.com

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

Total Cost of Proposal (PO Amount): $88,152.29

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- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - Point of Contact for Print materials
  - Point of Contact for Digital materials
  - Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:
Putnam County School District
1400 E Spring St
Cookeville, TN 38506-4313

Sold to:
Putnam County School District
1400 E Spring St
Cookeville, TN 38506-4313

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.
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Date of Proposal: 1/22/2024

Proposal Expiration Date: 8/30/2024

Houghton Mifflin Harcourt

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14046 Collections Center Drive
Chicago, IL 60693

Attention:
Rachel Manis
rachel.manis@pcsstn.com

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

7/26/224

Putnam Co School District
1400 E Spring Street
Cookeville, TN 38506

Dear Rachel,

Please be advised that Houghton Mifflin Harcourt Publishing Company (HMH) is the sole source for all Math 180 and Read 180 products listed in its 2024-2025 catalogs, including student editions, teacher editions, and applicable ancillaries.

Notwithstanding the foregoing, in the event that HMH uses a distributor or reseller for some or all of the products covered by this procurement, the price offered by HMH for the same product(s) is equal to the most favorable price available. In addition, HMH is the only source for complimentary products and/or in-service training or other services, where specifically agreed with the district or the state. HMH confirms that school, district, and state customers in the United States that purchase our products will receive the catalog wholesale school price that is effective at the time of purchase.

Thank you for your interest in HMH products. If you need additional information, please contact me at 800-225-5425, or by email at k12inquiries@hmhco.com.

Sincerely,

Customer Service
Houghton Mifflin Harcourt
125 High St
Boston, MA 02110
hmhco.com

PUTNAM COUNTY SCHOOL SYSTEM
ENGAGE INSPIRE ACHIEVE

Burgess, Amanda <burgessa1@pcsstn.com>

Fwd: FW: Sole Source Letter Attached

1 message

Carwile, Bridgett <bridgett.carwile@pcsstn.com> Fri, Jul 26, 2024 at 6:06 PM
To: Amanda Burgess <burgessa1@pcsstn.com>

This is the HMH Sole Source that needs to go with those quotes.

Thanks,

Bridgett Carwile

Federal Programs Supervisor
Putnam County Schools
1400 E. Spring Street
Cookeville, TN 38506

Office: 931-526-9777
Direct: 931-525-4709
Fax: 931-528-3790
Email: bridgett.carwile@pcsstn.com



"Life is 10% what happens to me and 90% of how I react to it."
~Charles Swindoll

"The future belongs to those who believe in the beauty of their dreams."
~Eleanor Roosevelt

"A winner is someone who recognizes his God given talents, works his tail off to develop them into skills, and uses these skills to accomplish his goals."
~Larry Bird

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---------- Forwarded message ---------
From: **Barr, Gerald R.** <gerald.barr@hmhco.com>
Date: Fri, Jul 26, 2024 at 6:05 PM
Subject: FW: Sole Source Letter Attached
To: Bridgett Carwile <bridgett.carwile@pcsstn.com>

Mrs. Carwile,

Please below and attached.

Gerald Barr
Area Sales Director
Sales

HMH
125 High Street
Boston, MA 02116

Mobile: 270-779-7853
hmhco.com

From: CE OE K-12 <k12inquiries@hmhco.com>
Sent: Friday, July 26, 2024 6:01 PM
To: Barr, Gerald R. <gerald.barr@hmhco.com>
Cc: rachel.manis@pcsstn.com
Subject: Sole Source Letter Attached



Dear Rachel Manis,

Thank you for contacting Houghton Mifflin Harcourt (HMH).

This is in response to your recent request for a Sole Source Letter for Math 180 and Read 180. Attached you will find the requested document.

Please let us know if we can be of further assistance. You may either reply to this email or contact Customer Fulfillment Services through our support site: http://support.hmhco.com. Please use our Customer Fulfillment Services Support Site to track an order, request a packing list, invoice or statement or file a claim.

We appreciate your business and look forward to serving you in the future.

HMH values your feedback regarding our service. You may receive a brief survey request to rate your service experience. Thank you in advance for taking a few moments to complete this survey.

Thank you,
William

Customer Fulfillment Services

Houghton Mifflin Harcourt

hmhco.com

---------- Original Message ----------
From: Barr, Gerald R. [gerald.barr@hmhco.com]
Sent: 7/26/2024 10:10 AM
To: k12inquiries@hmhco.com
Subject: Read 180 and Math 180 renewal cost proposals

K12 Inquiries,

I need a sole source letter for the attached cost proposals. Thanks so much for your help.

Gerald Barr
Area Sales Director
Sales

HMH
125 High Street
Boston, MA 02116

Mobile: 270-779-7853
hmhco.com

From: Barr, Gerald R. <gerald.barr@hmhco.com>
Sent: Thursday, May 23, 2024 7:39 AM
To: Manis Gilmore, Rachel <rachel.manis@pcsstn.com>
Subject: RE: Read 180 and Math 180 renewal cost proposals

Rachel,

Please see attached. I was able to update the expiration date. I did not see any shipping instruction. Please let me know what else I can do for you. Thanks so much.

Gerald Barr

Area Sales Director

South Carolina and Tennessee

Houghton Mifflin Harcourt

Houghton Mifflin Harcourt

9400 Southpark Center Loop

Orlando, FL 32819

Mobile: 270-779-7853

hmhco.com

From: Manis Gilmore, Rachel <rachel.manis@pcsstn.com>
Sent: Wednesday, May 22, 2024 2:50 PM
To: Barr, Gerald R. <gerald.barr@hmhco.com>
Subject: Re: Read 180 and Math 180 renewal cost proposals

This message originated from outside your organization

The Math 180 proposal is correct on this email, the read 180 proposal is not correct. I sent you another forwarded email with the correct Read 180 proposal in the amount of $65,738.29

Proposal #008935614

Rachel Manis Gilmore

706-616-0044

PCSS Learning Loss Facilitator

TNAllCorps, Learning For All Coordinator

On Wed, May 22, 2024 at 2:42?PM Manis Gilmore, Rachel <rachel.manis@pcsstn.com> wrote:

> Please see the attached cost proposals
>
> ***Rachel Manis Gilmore***
>
> 706-616-0044
>
> PCSS Learning Loss Facilitator

TNAllCorps, Learning For All Coordinator

---------- Forwarded message ---------
From: **Seely, Tricia M** <Tricia.Seely@hmhco.com>
Date: Thu, Apr 25, 2024 at 4:52?PM
Subject: Read 180 and Math 180 renewal cost proposals
To: Manis, Rachel <rachel.manis@pcsstn.com>, Melanie Bussell <bussellm@pcsstn.com>

Please look these over closely and let me know if you need me to make any changes or have questions. ?

Sincerely,

Tricia

Tricia Seely

K-12 Account Executive

Tennessee

www.hmhco.com/tnmath

Please click here to schedule a meeting!

Houghton Mifflin Harcourt

Mobile: 615-310-8989

tricia.seely@hmhco.com

HMH Support Site

Before or After placing your order, please complete the onboarding checklist for the best HMH communication and support experience!

https://learning.hmhco.com/onboarding-checklist

https://us.hmhco.com/tn/

For technical support please contact us at 800.323.9239.

ref:!00D30021n.!5006e02B9sl8:ref

Putnam Co SD Sole Source Letter.docx
101K

EXHIBIT
tabbies
VA 28

Putnam County Board of Education Agenda Requests
(See attached calendar for deadlines)

Date_____ 8/1/2024

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 McDaniel & West, Inc. $49,166.30 for pay application #2 related to the Avery Trace Middle School Gym Painting project to be paid from 141-72620-799.

received
7-26-24

APPLICATION AND CERTIFICATION FOR PAYMENT

TO: Upland Design Group, Inc.
362 Industrial Blvd.
Crossville, TN 38557

PROJECT: Avery Trace Middle School Gym Painting
Cookeville, TN

APPLICATION NO: 2

PERIOD TO: 7 31 24

FROM CONTRACTOR:
McDaniel & West, Inc
PO Box 369
Baxter, TN 38544

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

1. ORIGINAL CONTRACT SUM		$ 121,741.00
2. Net change by Change Orders		$ (10,000.00)
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 111,741.00
4. TOTAL COMPLETED & STORED TO DATE (Column G)		$ 111,741.00
5. RETAINAGE		
a. 5 % of Completed Work (Column D + E)	$ 5,587.05	
b. 5 % of Stored Material (Column F)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I)		$ 5,587.05
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 106,153.95
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 56,987.65
8. CURRENT PAYMENT DUE		$ 49,166.30
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		5,587.05

Current Payment $49,166.30

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		$10,000.00
TOTALS	$0.00	$10,000.00
NET CHANGES by Change Order	($10,000.00)	

JOINT CHECKS TO BE ISSUED AS FOLLOWS, IF APPLICABLE

Vendor/Subcontractor	Amount

AFFIDAVIT AND WAIVER OF LIEN

Furthermore, in consideration of the payments received, and upon receipt of the amount due, the undersigned does hereby waive, release and relinquish all claim or right of lien which the undersigned may now have upon the premises above described

ATTESTATION: By execution of this form, I do hereby attest, certify, warrant, and assure that it has (1) complied with all federal, state, and local laws, codes, rules, regulations and ordinances, including all immigration laws, and (2) the services of an illegal immigrant was not utilized in the performance of the Subcontract

CONTRACTOR: McDaniel & West, Inc.

By: [signature] Date: 7-23-24

Official Title: President

State of: TN County of: Putnam

Subscribed and sworn to before me this 23rd day of July, 2024

Notary Public: [signature]

My Commission expires: 10-23-27

RECEIVED 7/26/24

VENDOR [signature] COST CODE

GL APPROVED

JOB

Approved K-All Club Pres. 7/25/24
Upland Design Group, Inc.

SCHEDULE OF VALUES

Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2
APPLICATION DATE: 7/23/2024
PERIOD TO: 7.31.24
CONTRACT NAME: Avery Trace Gym

A	B	C	D	E	I	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+I)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	Dryfall Ceiling	$45,000.00	$45,000.00			$45,000.00	100.00%		$2,250.00
2	Paint Walls	$32,000.00		$32,000.00		$32,000.00	100.00%		$1,600.00
3	Paint Handrailings	$3,200.00		$3,200.00		$3,200.00	100.00%		$160.00
4	Paint Doors & Frames	$3,300.00		$3,300.00		$3,300.00	100.00%		$165.00
5	Paint Metal Staircase	$1,250.00		$1,250.00		$1,250.00	100.00%		$62.50
6	Lift Charge	$12,500.00	$6,250.00	$6,250.00		$12,500.00	100.00%		$625.00
7	Plastic, Cover Up, Prep	$11,508.00	$5,754.00	$5,754.00		$11,508.00	100.00%		$575.40
8	Performance & Payment Bond	$2,983.00	$2,983.00			$2,983.00	100.00%		$149.15
9	Allowance	$10,000.00		$10,000.00		$10,000.00	100.00%		$500.00
10	Change Order Deduction Allowance	-$10,000.00		-$10,000.00		-$10,000.00	100.00%		($500.00)
	GRAND TOTALS	$111,741.00	$59,987.00	$51,754.00	$0.00	$111,741.00	100.00%	$0.00	$5,587.05

McDaniel & West Inc.
PO Box 369
Baxter TN 38544 US
931-858-3474
Ryan.mcdanielspainting@gmail.com

Upland Design Group
362 Industrial Blvd
Crossville, TN 38557

1672
07/23/2024
Net 30
08/22/2024

4442400590 Retainage Pay App#3

Painting	Interior Painting	0.0458929	121,741.00	5,587.05

$5,587.05



Putnam County Board of Education Agenda Requests
(See attached calendar for deadlines)

Date_____ 8/1/2024

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 deduct the unused allowances of $10,000 from the McDaniel & West, Inc. contract to paint the Avery Trace Middle School Gym.



AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Avery Trace Middle School Gymnasium Painting Cookeville, TN	Contract For: General Construction Date:	Change Order Number: 001 Date: 7/25/24
OWNER: *(Name and address)* Putnam County Board of Education 1400 East Spring Street Cookeville, TN 38506	**ARCHITECT:** *(Name and address)* Upland Design Group, Inc. P. O. Box 1026 362 Industrial Blvd. (38555) Crossville, TN 38557	**CONTRACTOR:** *(Name and address)* McDaniel and West Inc. P.O. Box 369 Baxter, TN 38544

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Deduct $10,000 for the unused allowance funds.

The original Contract Sum was	$	121,741.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	121,741.00
The Contract Sum will be decreased by this Change Order in the amount of	$	10,000.00
The new Contract Sum including this Change Order will be	$	111,741.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Upland Design Group, Inc.	McDaniel and West Inc.	Putnam County Board of Education
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
Kim Allen Chamberlin	Dan Hartung	
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Kim Allen Chamberlin, President	Ryan Hartung, President	Kim Cravens, Chairman
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
25 July, 2024	7-26-24	
DATE	**DATE**	**DATE**

RECEIVED 7/26/24

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User Notes:
(3B9ADA5B)

EXHIBIT
tabbies
VA30

Putnam County Board of Education Agenda Requests
(See attached calendar for deadlines)

Date_____ 8/1/2024

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 McDaniel & West, Inc. $5,587.05 for Pay App #3 for final retainage related to the Avery Trace Middle School Gym Painting project to be paid from 141-72620-799.

received
7-26-24 MJ

APPLICATION AND CERTIFICATION FOR PAYMENT

TO: Upland Design Group, Inc
362 Industrial Blvd
Cressville, TN 38557

PROJECT: Avery Trace Middle School Gym Painting
Cookeville, TN

APPLICATION NO: 3 Retainage

PERIOD TO: 7.31.24

FROM CONTRACTOR:
McDaniel & West, Inc
PO Box 369
Baxter, TN 38544

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

1. ORIGINAL CONTRACT SUM			$ 121,741.00
2. Net change by Change Orders			$ (10,000.00)
3. CONTRACT SUM TO DATE (Line 1 ± 2)			$ 111,741.00
4. TOTAL COMPLETED & STORED TO DATE (Column G)			$ 111,741.00
5. RETAINAGE:			
a. 5 % of Completed Work (Column D + E)	$ 5,587.05		
b. 5 % of Stored Material (Column F)	$ 0.00		
Total Retainage (Lines 5a + 5b or (Total in Column I)			$ 5,587.05
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)			$ 106,153.95
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)			$ 106153.95
8. CURRENT PAYMENT DUE			$ ~~5,587.05~~
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)			5,587.05

$ 5,587.05 Retainage Release

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		$10,000.00
TOTALS	$0.00	$10,000.00
NET CHANGES by Change Order	($10,000.00)	

JOINT CHECKS TO BE ISSUED AS FOLLOWS, IF APPLICABLE:

Vendor/Subcontractor	Amount

AFFIDAVIT AND WAIVER OF LIEN

Furthermore, in consideration of the payments received, and upon receipt of the amount due, the undersigned does hereby waive, release and relinquish all claim or right of lien which the undersigned may now have upon the premises above described

ATTESTATION: By execution of this form, I do hereby attest, certify, warrant, and assure that it has (1) complied with all federal, state, and local laws, codes, rules, regulations and ordinances, including all immigration laws, and (2) the services of an illegal immigrant was not utilized in the performance of the Subcontract

CONTRACTOR: McDaniel & West, Inc

By: [signature] Date: 7.23.24

Official Title: President

State of: TN County of: Putnam

Subscribed and sworn to before me this 23rd day of July, 2024

Notary Public: [signature]

My Commission expires: 10-23-27

RECEIVED 7/26/24

VENDOR

COST CODE

GL

APPROVED

JOB

Approved [signature] Pros. 7/25/24
Upland Design Group

SCHEDULE OF VALUES

Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 3 Retainage
APPLICATION DATE: 7/23/2024
PERIOD TO: 7.31.24
CONTRACT NAME: Avery Trace Gym

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)
1	Dryfall Ceiling	$45,000.00	$45,000.00			$45,000.00	100.00%		$2,250.00
2	Paint Walls	$32,000.00	$32,000.00			$32,000.00	100.00%		$1,600.00
3	Paint Handrailings	$3,200.00	$3,200.00			$3,200.00	100.00%		$160.00
4	Paint Doors & Frames	$3,300.00	$3,300.00			$3,300.00	100.00%		$165.00
5	Paint Metal Staircase	$1,250.00	$1,250.00			$1,250.00	100.00%		$62.50
6	Lift Charge	$12,500.00	$12,500.00			$12,500.00	100.00%		$625.00
7	Plastic, Cover Up, Prep	$11,508.00	$11,508.00			$11,508.00	100.00%		$575.40
8	Performance & Payment Bond	$2,983.00	$2,983.00			$2,983.00	100.00%		$149.15
9	Allowance	$10,000.00	$10,000.00			$10,000.00	100.00%		$500.00
10	Change Order Deduction Allowance	-$10,000.00	-$10,000.00			-$10,000.00	100.00%		($500.00)
	GRAND TOTALS	$111,741.00	$111,741.00	$0.00	$0.00	$111,741.00	100.00%	$0.00	$5,587.05

McDaniel & West Inc.

PO Box 369
Baxter TN 38544 US
931-858-3474
Rya[illegible]danielspainting@gmail.com

Upland Design Group
362 Industrial Blvd.
Crossville TN 38557

1671
07/23/2024
Net 30
08/22/2024

4442400590 Pay App #2

Painting	Interior Painting	0.4860014	121,741.00	59,166.30
Change Order	CO#1 Allowance Deduction	1	-10,000.00	-10,000.00

$49,166.30

EXHIBIT
tabbies VA31

Putnam County Board of Education Agenda Requests
(See attached calendar for deadlines)

Date_____ 8/1/2024

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 McDaniel & West, Inc. $56,987.65 for pay application #1 related to the Avery Trace Middle School Gym Painting project to be paid from 141-72620-799.

received
7-26-24 mrj

APPLICATION AND CERTIFICATION FOR PAYMENT

TO: Upland Design Group, Inc
362 Industrial Blvd.
Crossville, TN 38557

PROJECT: Avery Trace Middle School Gym Painting
Cookeville, TN

APPLICATION NO: 1

PERIOD TO: 6/30/24

FROM CONTRACTOR:
McDaniel & West, Inc
PO Box 369
Baxter, TN 38544

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

1. ORIGINAL CONTRACT SUM		$ 121,741.00
2. Net change by Change Orders		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)		$ 121,741.00
4. TOTAL COMPLETED & STORED TO DATE (Column G)		$ 59,987.00
5. RETAINAGE:		
a 5 % of Completed Work (Column D + E)	$ 2,999.35	
b 5 % of Stored Material (Column F)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I)		$ 2,999.35
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 56,987.65
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 0
8. CURRENT PAYMENT DUE		$ 56,987.65
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		64,753.35

Current Payment $ 56,987.65

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	$0.00	$0.00
NET CHANGES by Change Order	$0.00	

JOINT CHECKS TO BE ISSUED AS FOLLOWS, IF APPLICABLE:

Vendor/Subcontractor	Amount

Approved $ 56,987.00 PPAC 7/26/24

AFFIDAVIT AND WAIVER OF LIEN

Furthermore, in consideration of the payments received and upon receipt of the amount due, the undersigned does hereby waive, release and relinquish all claim or right of lien which the undersigned may now have upon the premises above described

ATTESTATION: By execution of this form, I do hereby attest, certify, warrant, and assure that it has (1) complied with all federal, state, and local laws, codes, rules, regulations and ordinances, including all immigration laws, and (2) the services of an illegal immigrant was not utilized in the performance of the Subcontract

CONTRACTOR: McDaniel & West, Inc

By: [signature] Date: 6-20-24

Official Title: President

State of: TN County of: Putnam

Subscribed and sworn to before me this 20th day of June 2024

Notary Public [signature]

My Commission expires: 10-23-2027

RECEIVED 7/26/24

[signature]

VENDOR

GL

JOB

COST CODE

APPROVED

SCHEDULE OF VALUES

Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
APPLICATION DATE: 6/20/2024
PERIOD TO: 6.30.24
CONTRACT NAME: Avery Trace Gym

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)
1	Dryfall Ceiling	$45,000.00		$45,000.00		$45,000.00	100.00%		$2,250.00
2	Paint Walls	$32,000.00					0.00%	$32,000.00	$0.00
3	Paint Handrailings	$3,200.00					0.00%	$3,200.00	$0.00
4	Paint Doors & Frames	$3,300.00					0.00%	$3,300.00	$0.00
5	Paint Metal Staircase	$1,250.00					0.00%	$1,250.00	$0.00
6	Lift Charge	$12,500.00		$6,250.00		$6,250.00	50.00%	$6,250.00	$312.50
7	Plastic. Cover Up. Prep	$11,508.00		$5,754.00		$5,754.00	50.00%	$5,754.00	$287.70
8	Performance & Payment Bond	$2,983.00		$2,983.00		$2,983.00	100.00%		$149.15
9	Allowance	$10,000.00					0.00%	$10,000.00	$0.00
	GRAND TOTALS	$121,741.00	$0.00	$59,987.00	$0.00	$59,987.00	49.27%	$61,754.00	$2,999.35

McDaniel & West Inc.

PO Box 459
Baxter, TN 38544 US
931-858 3474
Ryan.mcdanielspainting@gmail.com

Upland Design Group
362 Industrial Blvd
Crossville, TN 38557

1657
06/20/2024
Net 30
07/20/2024

4442400590 Pay App #1

	Painting	Interior Painting	56,987.65

$56,987.65

EXHIBIT
tabbies
VB1
08-01-24

PCSS Board Agenda Request

Date: July 18, 2024

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 an agreement with Maffett Loftis Engineering, Cookeville, TN for the design of bid documents for the auditorium lighting system at Avery Trace Middle School in the amount of $25,640 to be paid for from 141-72620-399

received

Maffett Loftis Engineering, LLC
1 South Jefferson Ave., Suite 101
Cookeville, TN 38501
Tel: (931) 526-5143, Fax (931) 526-5153
www.maffett-loftis.com

Date: July 16th, 2024

To: John Magura
Putnam County (TN) Board of Education
1400 E. Spring St
Cookeville, TN 38506
Hereafter called "Client"

From: Maffett Loftis Engineering, LLC
Hereafter called "Designer"

Re: Engineering services for Theatrical Lighting Upgrades at Avery Trace Middle School.
Hereafter called "Project".

Dear John,

Thank you for the opportunity to provide the following proposal for the Project. The following represents the Designer's understanding of the Project:

1) Auditorium Theatrical / House Lighting:
    a. Design trades include the following:
        i. Electrical: lighting and fire alarm
    b. All theatrical and general (House) lighting shall be replaced with new LED light fixtures.
    c. Designer shall coordinate theatrical light locations with owner.
    d. A new emergency lighting inverter shall be provided to feed emergency lighting in the auditorium.
    e. House lights shall be added to the emergency lighting circuit in the space to provide additional emergency egress lighting per minimum code requirements.
    f. New lighting controls shall be defined to provide phase dimming of house lights and DMX control of theatrical light fixtures.
    g. New scene switches shall be defined for occupant control of the auditorium lighting.
    h. New DMX plug-in stations shall be defined.
    i. Existing power circuitry shall be reused as practical.
    j. New detection devices shall be defined to force the lighting system into emergency mode due to loss of normal power or a fire alarm event.
    k. A new connection between the lighting controls and the existing fire alarm system shall be defined.
    l. The existing 800A 208V feeder to existing lighting controls shall be reused to feed the new lighting controls and inverter.
    m. Existing branch circuit wiring and pathways shall be reused as practical. Where extending existing circuits, new wiring and pathways shall be defined.
    n. New lighting control system shall be tied to existing fire alarm system.

2) Electrical services and electrical distribution equipment will be defined as required to provide circuits for all electrical loads listed in this proposal.
3) Overcurrent protective devices will be defined for all branch circuits as required.
4) Grounding and bonding systems will be defined.
5) Performance specifications shall be provided on plans.
6) Applicable Building Codes:
    a. 2017 National Electric Code (NFPA 70)
    b. 2012 Life Safety Code (NFPA 101)
    c. 2018 International Building Code (IBC)
    d. 2018 International Energy Conservation Code (IECC)

Designer's proposed services include:

1) Stamped plans suitable for:
    a. State Fire Marshal / local plans review
    b. Client and owner review
    c. Biddable plans with detailed work scope and equipment specifications
2) Electrical power and lighting design as defined above
3) Assistance with bid questions regarding electrical design
4) Contractor submittal review and approval
5) Construction observations as required

<u>Not Included</u> in this proposal, but can be added as Additional Services if needed or desired with associated fees negotiated at that time:

1) Mechanical design of HVAC systems.
2) Fire protection system design intent
3) Construction observations other than those associated with the engineering services described.
4) Trade coordination other than design trades
5) Full size plots

Responsibilities of the Client prior to Designer beginning engineering efforts:

1) Read, agree to, sign, and return this proposal to the Designer.
2) Provide CAD or Revit background files showing the following:
    a. Floor plan of existing auditorium, balcony, and catwalk shown to scale
3) Provide PDF scans of existing drawings from the original construction.
4) Provide information about any special equipment loads and locations.

Deliverables:

Proposed engineering services are estimated to be presented in the following deliverables. Engineering stamped plans shall be presented in electronic PDF format to scaled to fit 24" x 36" sheets. Electrical designs are estimated to be presented in the following plans:

1) Multiple details, legends, and equipment schedule plans
2) Two electrical plans
3) Two riser, panel schedule, and one-line diagram plans

Engineering Phases:

1) Preliminary Phase:
    a. Coordinate with the Client for lighting and lighting control system designs.
    b. Provide a preliminary opinion of probable construction cost.
    c. Preliminary Project drawings showing general locations of equipment and utilities.

d. On-line or in-person meeting to review Preliminary Phase drawings.

2) Construction Document Phase (CDP):
   a. Develop details, schedules, equipment specifications, etc.
   b. The Designer shall complete all engineering and provide sealed construction documents to the Client for bidding.
   c. On-line or in-person meeting to review CDP drawings.
   d. Submit drawings to State of TN Fire Marshal for review and approval.
3) Construction Administration Phase (CAP):
   a. Assist the Client with bidding process and answer bid questions.
   b. Available to answer construction questions and respond to RFI's.
   c. Equipment submittal review.
   d. One site visit for substantial completion punch

Billing shall be monthly based on efforts expended for the previous month and/or phase completion. Payment is due upon receipt. 1.5% interest shall accrue per month for outstanding balances beyond 30 days past due.

The proposal is valid for thirty days.

Designer reserves the right to advertise their involvement with this project. Advertisement may be in the form of project information and/or photographs posted on the Designer's website or other similar media.

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.

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 amount of Designers fees received from the Client.

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.

Gary D. Loftis, PE
Maffett Loftis Engineering, LLC
See next sheet for fees and signatures.

Engineering Fees and Signature Sheet

Hourly rates, listed below, for in-office work shall apply to requested efforts beyond the scope outlined in this proposal:

Principal Engineer:	$225.00	Designer:	$110.00
Project Manager:	$195.00	Drafting:	$ 95.00
Engineer:	$150.00	Clerical:	$ 75.00

If the Client requests specific engineering tasks beyond the outlined scope in this proposal, the Designer shall provide a fixed fee proposal for additional services.

Engineering fee structure for services outlined in this proposal:

1) Preliminary Phase ---------- $ 5,940.00
2) Construction Document Phase ---------- $ 13,800.00
3) Construction Administration Phase ---------- $ 5,900.00

Note: All three phases above are considered one complete project. The Client shall not eliminate any of the phases from this proposal.

Authorization / Approval

Each Party (Client and Designer) warrants and represents to the other that it has full right and authority to enter this Agreement, and that the person signing this Agreement on behalf of such Party is duly authorized by all necessary company documents or operating agreements (as applicable) to do so.

In Witness Whereof and by signing below, the Client and Designer hereby agrees and accepts the terms and scope herein.

Maffett Loftis Engineering, LLC (Designer)	**Putnam County (TN) Board of Education (Client)**
By:_____	By:_____
Print Name:_____	Print Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

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

EXHIBIT
tabbies
VC1 (2)
08-01-24

Department: Finance

DATE: 1-Aug-24

Item #	Account #	Account Description	Current Approved Amount			Requested Approval Amount
	Revenue			Increase	Decrease	
1	141 R 46510 000 000 00000 000	TN INVEST STUDENT ACHIEVEMENT	79,603,341.06	74,315.03	-	79,677,656.09
		Total Amendment Revenue	79,603,341.06			79,677,656.09
	Expenditures/Equity			Decrease	Increase	
2	141 E 71100 116 000 00000 000	TEACHERS	36,840,026.08	-	54,850.00	36,894,876.08
3	141 E 71100 201 000 00000 000	SOCIAL SECURITY	2,514,322.30	-	3,400.70	2,517,723.00
4	141 E 71100 206 000 00000 000	LIFE INSURANCE	24,043.49	-	33.60	24,077.09
5	141 E 71100 207 000 00000 000	MEDICAL INSURANCE	6,658,480.09	-	42,659.62	6,701,139.71
6	141 E 71100 207 000 02100 000	MEDICAL INSURANCE	12,839.22	83.19	-	12,756.03
7	141 E 71100 208 000 00000 000	DENTAL INSURANCE	121,848.96	-	170.28	122,019.24
8	141 E 71100 210 000 00000 000	UNEMPLOYMENT COMPENSATION	72,268.50	-	100.00	72,368.50
9	141 E 71100 212 000 00000 000	EMPLOYER MEDICARE LIABILITY	587,316.49	-	795.32	588,111.81
10	141 E 71100 217 000 00000 000	RET HYBRID STABILIZATION	1,372,061.60	-	4,936.50	1,376,998.10
11	141 E 71150 207 000 00000 000	MEDICAL INSURANCE	157,375.79	-	813.97	158,189.76
12	141 E 71200 207 000 00000 000	MEDICAL INSURANCE	1,755,226.12	-	6,292.35	1,761,518.47
13	141 E 71200 207 000 02110 000	MEDICAL INSURANCE	31,846.96	118.96	-	31,728.00
14	141 E 71300 116 000 00000 000	TEACHERS	1,871,376.61	-	131,284.60	2,002,661.22
15	141 E 71300 201 000 00000 000	SOCIAL SECURITY	128,403.69	-	8,139.65	136,543.33
16	141 E 71300 206 000 00000 000	LIFE INSURANCE	1,092.50	-	67.20	1,159.70
17	141 E 71300 207 000 00000 000	MEDICAL INSURANCE	357,376.78	-	35,464.14	392,840.92
18	141 E 71300 207 000 02518 000	MEDICAL INSURANCE	106,368.43	-	377.99	106,746.42
19	141 E 71300 208 000 00000 000	DENTAL INSURANCE	5,536.65	-	340.56	5,877.21
20	141 E 71300 210 000 00000 000	UNEMPLOYMENT COMPENSATION	3,251.50	-	200.00	3,451.50
21	141 E 71300 212 000 00000 000	EMPLOYER MEDICARE LIABILITY	30,029.89	-	1,903.63	31,933.52
22	141 E 71300 217 000 00000 000	RET HYBRID STABILIZATION	96,945.50	-	11,815.61	108,761.12
23	141 E 72110 207 000 00000 000	MEDICAL INSURANCE	31,813.75	-	238.25	32,052.00
24	141 E 72120 207 000 00000 000	MEDICAL INSURANCE	199,492.38	268.38	-	199,224.00
25	141 E 72120 207 000 02000 000	MEDICAL INSURANCE	58,858.13	-	319.87	59,178.00
26	141 E 72120 207 000 02100 000	MEDICAL INSURANCE	18,381.71	-	63.78	18,445.49
27	141 E 72130 207 000 00000 000	MEDICAL INSURANCE	334,439.22	-	1,762.38	336,201.60
28	141 E 72130 207 000 02100 000	MEDICAL INSURANCE	49,790.44	-	107.55	49,897.99
29	141 E 72210 207 000 00000 000	MEDICAL INSURANCE	462,263.29	-	1,497.43	463,760.72
30	141 E 72210 207 000 02007 000	MEDICAL INSURANCE	16,882.29	-	124.11	17,006.40
31	141 E 72215 105 000 00000 000	SUPERVISOR/DIRECTOR	86,373.54	-	5,314.68	91,688.22
32	141 E 72215 201 000 00000 000	SOCIAL SECURITY	8,121.03	-	329.51	8,450.54
33	141 E 72215 212 000 00000 000	EMPLOYER MEDICARE LIABILITY	1,899.27	-	77.06	1,976.34
34	141 E 72215 217 000 00000 000	RET HYBRID STABILIZATION	7,773.62	-	478.32	8,251.94
35	141 E 72220 207 000 00000 000	MEDICAL INSURANCE	262,034.35	-	272.95	262,307.31
36	141 E 72230 207 000 00000 000	MEDICAL INSURANCE	16,882.29	-	124.11	17,006.40
37	141 E 72250 207 000 00000 000	MEDICAL INSURANCE	143,708.00	-	44.80	143,752.80
38	141 E 72310 207 000 00000 000	MEDICAL INSURANCE	14,964.67	243.07	-	14,721.60
39	141 E 72310 506 000 00000 000	LIABILITY INSURANCE	568,345.00	360,334.00	-	208,011.00
40	141 E 72310 599 000 00000 000	OTHER CHARGES	293,525.00	-	282,870.00	576,395.00
41	141 E 72320 207 000 00000 000	MEDICAL INSURANCE	16,882.29	-	124.11	17,006.40
42	141 E 72410 104 000 00000 000	PRINCIPALS	1,796,418.16	-	80,301.29	1,876,719.44
43	141 E 72410 139 000 00000 000	ASSISTANT PRINCIPALS	2,146,863.41	-	89,290.34	2,236,153.75
44	141 E 72410 201 000 00000 000	SOCIAL SECURITY	431,130.55	-	10,514.68	441,645.23
45	141 E 72410 204 000 00000 000	STATE RETIREMENT	431,799.77	-	9,707.73	441,507.50
46	141 E 72410 207 000 00000 000	MEDICAL INSURANCE	1,171,361.35	-	1,429.85	1,172,791.20
47	141 E 72410 212 000 00000 000	EMPLOYER MEDICARE LIABILITY	100,828.92	-	2,459.08	103,288.00
48	141 E 72410 217 000 00000 000	RET HYBRID STABILIZATION	39,865.05	-	1,525.90	41,390.94
49	141 E 72510 207 000 00000 000	MEDICAL INSURANCE	157,317.17	961.97	-	156,355.20
50	141 E 72520 207 000 00000 000	MEDICAL INSURANCE	31,846.96	118.96	-	31,728.00
51	141 E 72610 502 000 00000 000	BUILDING AND CONTENTS INSURANCE	349,312.00	-	77,464.00	426,776.00
52	141 E 72620 207 000 00000 000	MEDICAL INSURANCE	134,804.47	39.67	-	134,764.80
53	141 E 72710 207 000 00000 000	MEDICAL INSURANCE	418,168.89	1,120.89	-	417,048.00
54	141 E 72710 207 000 01605 000	MEDICAL INSURANCE	130,902.80	59.60	-	130,843.20
55	141 E 73100 207 000 00000 000	MEDICAL INSURANCE	77,629.66	-	245.54	77,875.20
56	141 E 73300 207 000 02001 000	MEDICAL INSURANCE	3,749.80	-	26.84	3,776.64
57	141 E 73400 207 000 00000 000	MEDICAL INSURANCE	6,490.31	-	52.09	6,542.40
58	141 E 73400 207 000 02005 000	MEDICAL INSURANCE	329,343.69	-	1,037.90	330,381.59
59	141 Q 39000 000 000 00000 000	UNASSIGNED FUND BALANCE	15,343,670.12	433,786.15	-	14,909,883.97
		Total Amendment Expenditures/Equity	78,441,970.53			78,516,285.56
		Total Amendment Revenue less Expenditures/Equity	**1,161,370.53**			**1,161,370.53**

Explanation: To budget for 2025 Health Insurance rates, growth positions, additional TISA Revenue and adjustement of Putnam County Self Insurance Fund Cost

Requested by: _____ *Supervisor*

Recommended for Approval: _____ *Official / Department Head*

Reviewed by: Mark McReynolds *Chief Financial Officer*

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

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

received
07-22-24 MT

EXHIBIT
tabbies
VC1(b)
08-01-24

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

Department: Future Ready

DATE: 1-Aug-24

Item #	Account #	Account Description	Current Approved Amount	Increase	Decrease	Requested Approval Amount
	Revenue					
1	141 Q 39000 000 000 00000 000	UNASSIGNED FUND BALANCE	-	18,836.62		18,836.62
						-
		Total Revenue	-	**18,836.62**		**18,836.62**
	Expenditures			Decrease	Increase	
2	141 E 72210 499 000 01700 000	OTHER SUPPLIES AND MATERIALS	-		18,836.62	18,836.62
						-
						-
						-
						-
						-
						-
						-
						-
		Total Expenditures	-	**18,836.62**	**18,836.62**	**18,836.62**
						-
						-
		Total Revenue less Total Expenditures	-	**18,836.62**	**18,836.62**	-

Explanation: Budget for carry over amount received from Vol State Foundation

Requested by: _____
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
07-22-24 MT

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

EXHIBIT
tabbies VC1(c)
08-01-24

Department: Finance

DATE:

Item #	Account #	Account Description	Current Approved Amount	Increase	Decrease	Requested Approval Amount
	Revenue			Increase	Decrease	
	141 R 46513 000 000 00000 000	TISA ON-BEHALF PAYMENTS	-	165,000.00	-	165,000.00
	Expenditures			Decrease	Increase	
	141 E 71100 595 000 00000 000	TISA ON-BEHALF PAYMENTS	0.00	0.00	165,000.00	165,000.00
		Total Amendment Revenue less Expenditures	-			-

Explanation: To budget for JDC and ACT On-Behalf Payments contained in the TISA Formula

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

Reviewed by: Mark McReynolds
Chief Financial Officer

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

Action by County Commission: Approval Non-Approval Date:

received
07-22-24 AMJ

Putnam County Budget Amendment / Line Item Transfer Authorization Form

Department: Teaching and Learning

DATE: 7/1/

EXHIBIT
tabbies
VC1(d)
08-01-24

Item #	Account #	Account Description	Current Approved Amount	Increase	Decrease	Requested Approval Amount
	Revenue					
1	141 R 46590 000 000 02513 000	Revenue	-	3,500.00		3,500.00
2			-	-		-
		Total Amendment Revenue	-	3,500.00	-	3,500.00
				Decrease	Increase	
	Expenditures					
					3,500.00	3,500.00
3	141 E 73300 499 02513	Other Charges	-			-
4						-
5						-
6						-
7						-
8						-
9						-
10						-
11						-
12						-
13						-
14						-
15						-
		Total Amendment Expenditures	-	-	3,500.00	-
		Total Amendment Revenue less Expenditures	-			**3,500.00**

Explanation: To budget for Governor's Early Literacy Foundation Grant for WOW Bus - July 1, 2024 - June 30, 2026

Requested by: Diana Wood
Supervisor

Recommended for Approval: CH
Official / Department Head

Reviewed by: Mary McGuire
Chief Financial Officer

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

Action by County Commission: Approval Non-Approval Date:

received
07-22-24 MT

EXHIBIT
tabbies
VC1(e)
08-01-24

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

Department: Finance

DATE: 1-Aug-24

Item #	Account #	Account Description	Current Approved Amount	Increase	Decrease	Requested Approval Amount
	Revenue					
1	141 R 46590 000 000 01522 000	STATE REVENUE	-	15,000.00		15,000.00
						-
		Total Revenue	-	**15,000.00**		**15,000.00**
	Expenditures			**Decrease**	**Increase**	
2	141 E 72210 499 000 01522 000	OTHER SUPPLIES AND MATERIALS	-		15,000.00	15,000.00
						-
						-
						-
						-
						-
						-
						-
		Total Expenditures	-	**15,000.00**	**15,000.00**	**15,000.00**
						-
						-
		Total Revenue less Total Expenditures	-	**15,000.00**	**15,000.00**	-

Explanation: Budget for Grow Your Own funding

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

Reviewed by: Mark McReynolds
Chief Financial Officer

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

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

received
07-22-24 MT

PUTNAM COUNTY BOARD OF EDUCATION
DISCRETIONARY GRANT REPORT
AUGUST 2024

EXHIBIT
tabbies
VE
08-01-24

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	COMMENTS
PERMISSION TO APPLY	SWALLOWS SCHOLAR GRANT	$ 500.00				NEW	BPS	08.01.2024			MARSHA WYATT APPLYING
PERMISSION TO APPLY	UTRUST MINI GRANT	$ 500.00				NEW	BPS	08.01.2024			MARSHA WYATT APPLYING
PERMISSION TO APPLY	SWALLOWS SCHOLAR GRANT	$ 500.00				NEW	PSES	08.01.2024			WENDY ROBBINS APPLYING
PERMISSION TO APPLY	SWALLOWS SCHOLAR GRANT	$ 500.00				NEW	CHS	08.01.2024			MINDY JOHNSON APPLYING
PERMISSION TO APPLY	SWALLOWS SCHOLAR GRANT	$ 500.00				NEW	MHS	08.01.2024			BREONNA WHEELER APPLYING
PERMISSION TO APPLY	SWALLOWS SCHOLAR GRANT	$ 500.00				NEW	MHS	08.01.2024			TOMMY JOHNSON APPLYING
PERMISSION TO APPLY	SWALLOWS SCHOLAR GRANT	$ 500.00				NEW	PSES	08.01.2024			RAEJEAN LANDIS APPLYING
PERMISSION TO APPLY	SWALLOWS SCHOLAR GRANT	$ 500.00				NEW	MHS	08.01.2024			CONCETTA SHEPHARD APPLYING
PERMISSION TO APPLY	SWALLOWS SCHOLAR GRANT	$ 500.00				NEW	CHS	08.01.2024			JULIE SPARKS BOOKKEEPER INFORMED ABOUT THE GRANTS
PERMISSION TO APPLY	UTRUST MINI GRANT	$ 500.00				NEW	CHS	08.01.2024			JULIE SPARKS BOOKKEEPER INFORMED ABOUT THE GRANTS
TOTALS	Jul-24	$ 25,400.00									
	Aug-24	$ 5,000.00									
	Sep-24										
	Oct-24										
	Nov-24										
	Dec-24										
	Jan-25										
	Feb-25										
	Mar-25										
	Apr-25										
	May-25										
	Jun-25										
	TOTAL	$ 30,400.00	$ -								GRANT REPORT PREPARED BY SHARON BYERS

received
07-19-24 10:7

EXHIBIT
tabbies
VF 1
08-01-24

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: July 18, 2024

RE: Visitors Code of Conduct

Account Funding Code (if appropriate)

__X__ Backup included

_____ Backup to follow

Agenda Item for August 1, 2024, Board meeting:
Request that the board rescind the Visitors Code of Conduct which passed at the June 27, 2024 Board Meeting and accept the New Visitors Code of Conduct for the Putnam County School System.

Tim Martin 7/18/24

Supervisor Date

Director of Schools Date

received
07-18-24 MT

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
Back up

The visitors code of conduct we passed on June 27 (July Board Meeting) was 9 pages long and included lots of information about the reasons for having a visitors code of conduct. In addition, we have since learned that the law requires us to post the visitors code in each school and make a hard copy for every parent and every employee.

I am submitting a new visitors code of conduct which only includes the actual behavior we expect. It does not include the reasoning for having the code. This code of conduct can easily be posted and copied for parents and employees.

Putnam County School System
Code of Conduct for Families, Volunteers, and Visitors

I. Statement of Purpose

The participation of families (parents, guardians and caregivers), volunteers and visitors in the learning process and education community is encouraged and directly correlated to the level of academic success a student will attain.

With the exception of public events, all visitors shall adhere to the following expectations:

- All visitors shall report to the front office and sign in.
- Visitors' driver's licenses will be scanned in order to enter the school building.
- Authorization to visit elsewhere in the building or on the school campus will be determined by the principal/designee.
- Visitor passes/badges will be issued to persons other than students and employees of the school.

II. Conduct Prohibited on school property

No person shall:

1. Act in a threatening manner toward any staff member, student or other visitor;
2. Approach someone else's child in order to discuss an issue or chastise them;
3. Injure any other person or threaten to do so;
4. Damage or destroy school property, or threaten to damage or destroy school property or the property of any district employee or any other person lawfully on school property;
5. Disrupt classes, school programs or other school activities;
6. Send abusive, harassing, or threatening emails or text/voicemail/phone messages or other inappropriate written communication;
7. Record or videotape any interactions within the school building where there is an expectation of privacy (classroom instruction, conversations with teachers, students, staff), unless all participants to the conversation have given their permission for the recording or videotaping;
8. Misuse social media to fuel campaigns and complaints against schools, school staff, and/or other parents/students through social networking and websites;
9. Misuse social media for cyberbullying and/or to publicly humiliate another by inappropriate social network entry;
10. Disrupt school transportation or confront transportation staff on the bus, or enter upon a school bus without express permission to do so;
11. Distribute or wear materials on school grounds or at school functions that are suggestive and inappropriate, obscene, advocate illegal action, promote alcohol or illegal substances, appear libelous, obstruct the rights of others, or are disruptive to the school program;

12. Intimidate, harass or discriminate against any person on the basis of race, color, national origin, citizenship status, marital status, religion, age, sex, gender identity, sexual orientation, disability or age;
13. Enter any portion of the school premises without authorization or remain in any building or facility after it is normally closed;
14. Obstruct the free movement of any person in any place to which this code applies;
15. Violate the traffic laws, parking regulations or other restrictions of vehicles while on school property;
16. Possess, consume, sell, distribute or exchange alcoholic beverages, controlled substances, or be under the influence on school property or at school functions;
17. Possess or use firearms or dangerous weapons in or on school property or at any school function, except in the case of law enforcement officers;
18. Loiter on school property or at school functions;
19. Gamble on school property or at school functions;
20. Refuse to comply with any reasonable order of identifiable school district officials performing their duties;
21. Willfully incite others to commit any of the acts prohibited by this code; or
22. Violate any federal or state statute, local ordinance, or Board policy while on school property or while at a school function.

Anyone failing to abide by these expectations will be asked to leave and, depending on the circumstances, may be prohibited from coming onto school property in the future.

For questions regarding the Visitor Code of Conduct, please contact:

Principal Name	School Phone Number

District Contact - Tim Martin Phone (931) 526-9777

Reviewed by Attorney Dan Rader, TBPR No. 002835

EXHIBIT
tabbies
VF2
08-01-24

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: Chris Pierce

Date: 7/08/24

RE: A Better Way, Athletic Consulting

Account Funding Code (if appropriate): 141E-72310-599

___X__ Backup included

_____ Backup to follow

Agenda Item for August 1, 2024, Board meeting.

Request approval to renew the current subscription to the services for A Better Way, an athletics consulting group.

Chris Pierce 7/8/24
Supervisor Date

Director of Schools Date

received
07-08-24 MT

A Better Way Athletics, LLC
10710 Midlothian Tpke Ste 300
North Chesterfield, VA 23235
US

INVOICE

BILL TO
Putnam County School System
1400 East Spring Street
Cookeville, TN 38506

INVOICE	1143
DATE	07/01/2024
TERMS	Net 30
DUE DATE	07/31/2024

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Annual Fee	Subscription Term: July 1, 2024 - June 30, 2025	1	12,500.00	12,500.00

BALANCE DUE **$12,500.00**

Please remit payment to A Better Way Athletics, LLC at,
10710 Midlothian Tpke
Suite 300
North Chesterfield, VA 23235

Federal EIN #: 87-2452442

For billing related questions, please contact billing@abetterwayathletics.com.

Form **W-9**
(Rev. March 2024)
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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

A Better Way Athletics, LLC

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

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

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . P

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

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

10710 Midlothian Turnpike, Suite 300

Requester's name and address (optional)

6 City, state, and ZIP code

North Chesterfield, VA 23235

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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

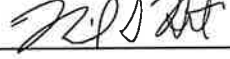
8	7	–	2	4	5	2	4	4	2

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**  **Date** 04/11/2024

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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

EXHIBIT
tabbies VF3
08-01-24

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)

_____Backup included

_____Backup to follow

Approval of the following individuals to serve on the Collaborative Conferencing team for 2024-2025:

PET: Danielle Johnson, Dee Bean & Sandy Harris

PCEA: Diane Phy, Leslie Worsham & Aaron Casey

Unaffiliated – Gavin Moore

BOE – Russell Darley, Renee Cantrell, Mark McReynolds, Tim Martin, Bridgett Carwile, Dr. Sharon Anderson and Angie Knight

Respectfully submitted,

Angie Knight

Angie Knight
07/08/2024

Angie Knight 7-8-24

Signature of Person Making Request Date

Signature of Director of Schools Date

received
07-08-24 MT

EXHIBIT
tabbies VF4
08-01-24

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 Complaint Manager for 2024-2025 School Year.

Respectfully submitted,

Angie Knight

Angie Knight
07/08/2024

Angie Knight 7-8-24

Signature of Person Making Request Date

Signature of Director of Schools Date

received
07-08-24 MT

Putnam County Board of Education
Complaint Managers
2024-2025

School	Male	Female
VITAL/FLEX Learning Center 1060B East Spring Street Cookeville, TN 38501 Phone: 931-528-8685	Shannon Pirtle	Becky White
Algood Elementary School 2525 Old Walton Road Algood, TN 38506 Phone: 931-303-0362	Brian Rohr	Patience Cannon
Algood Middle School 540 Dry Valley Road Algood, TN 38506 Phone: 931-537-6141	Russell Darley	Amber Campbell
Avery Trace Middle School 230 Raider Drive Cookeville, TN 38501 Phone: 931-520-2200	Sam Story	Karen Maddox
Baxter Primary 125 Elmore Town Road Baxter, TN 38544 Phone: 931-858-3110	Nathan Davis	Marsha Wyatt
Burks Elementary/Middle School 300 Crossville Street Monterey, TN 38574 Phone: 931-839-7641	John Wright	Heather Tinch
Cane Creek Elementary School 1500 West Jackson Street Cookeville, TN 38501 Phone: 931-520-1173	Ben Bilyeu	Kathy Koughan
Capshaw Elementary School 1 Cougar Lane Cookeville, TN 38501 Phone: 931-526-2414	Trevor Sheets	Renee Cantrell
Cookeville High School 2335 North Washington Avenue Cookeville, TN 38501 Phone: 931-520-2287	Lance Kennedy	Claudia Zavala
Cornerstone Elementary 371 First Avenue South Baxter, TN 38544 Phone: 931-858-6601	Jay Coutta	Tammy Hoover

White Plains Academy 288 E. Main Street Algood, TN 38506 Phone: 931-537-3862	Ben Herron	Margaret Copeland
Jere Whitson Elementary School 178 E. Jere Whitson Cookeville, TN 38501 Phone: 931-526-6575	Kevin Moss	Tina Francis
Monterey High School 710 Commercial Avenue, South Monterey, TN 38574 Phone: 931-839-2970	Ben Novak	Bree Wheeler
Northeast Elementary School 575 Old Kentucky Road Cookeville, TN 38501 Phone: 931-526-2978	Chris Pierce	Dr. Melissa Palk
Park View Elementary School 545 Scott Avenue Cookeville, TN 38501 Phone: 931-526-2516	Wayne Haggard	Dr. Mel Presley
Prescott South Elementary School 115 W. Cemetery Road Cookeville, TN 38506 931-526-2275	Dale Bryant	Catherine Jones
Prescott South Middle School 1859 South Jefferson Avenue Cookeville, TN 38506 931-528-3647	Nathan Twitty	Tera Brooks
Sycamore Elementary School 452 Ellis Avenue Cookeville, TN 38501 Phone: 931-526-9322	Chris Pierce	Deborah Robbins
Upperman Middle School 6700 Nashville Hwy. Baxter, TN 38544 Phone: 931-858-6601	Dustin Williams	Jessica Etheredge
Upperman High School 6950 Nashville Highway Baxter, TN 38544 Phone: 931-858-3112	Justin Campbell	Michelle Bowman
Central Administrative 1400 East Spring Street Phone: 931-526-9777	Tim Martin	Angie Knight

Title IV / Title IX Coordinator:
Angie Knight, HR Director
Putnam Co. Board of Education
1400 East Spring Street

Cookeville, TN 38506
931-526-9777

EXHIBIT
tabbies
VF5
08-01-24

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

Renewal of the agreement between Putnam County Board of Education and Stellar Therapy Services, LLC- Chattanooga, Tennessee for the 2024-2025 school year to seek and obtain reimbursement from TennCare Managed Care Contractors for related services (OT and PT) provided by Putnam County Schools to be paid from 141-72220-399.

Sheri Roberson, Special Education Supervisor — Date 7/15/24

Corby King, Director of Schools — Date

received
07-15-24 MT

Stellar Therapy Services, LLC

PO Box 8114, Chattanooga, TN 37414

MEDICAID REIMBURSEMENT PROGRAM – SPECIAL EDUCATION SERVICES PROGRAM ADMINISTRATION CONTRACT AGREEMENT

This Services Agreement (the "Agreement") is made on this 1st day of July, 2024, by and between Putnam County Board of Education (hereinafter known as **"School District"** and Stellar Therapy Services, LLC (hereinafter known as **"Contractor"**) with its principal office in Chattanooga, TN, 37421.

WHEREAS, the Centers for Medicare and Medicaid Services letter to State Medicaid Directors, SMD#14-006, dated December 15, 2014, states that Medicaid reimbursement is available for covered services that are provided to Medicaid beneficiaries regardless of whether there is any charge for the service to the beneficiary or the community at large; and the School District desires that the Contractor provide billing and related administrative services in connection with healthcare services provided to School District students who are TennCare enrollees.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, School District and Contractor hereby agree as follows:

1. **Term.** The term of this Agreement shall be from **July 1, 2024, through June 30, 2025.**

2. **Administrative Services.**

(a) Contractor shall provide the following services to SCHOOL DISTRICT during the term of this Agreement (the "Administrative Services"):

- On behalf of School District, Contractor shall prepare and submit to appropriate Managed Care Organizations (as defined under TennCare) all claims for identified eligible healthcare services that are provided to TennCare Eligible School District Students either by service providers who are directly employed by School District ("School District Providers") or who have a current contract with Board of Education ("Contract Providers").
- Assist in obtaining all billing numbers and credentials required for the School District to receive Medicaid payments.
- Assist in obtaining billing numbers for School District Providers, including the acquiring, and maintaining of required credentials associated with healthcare services provided to TennCare Eligible School District Students and billed by Contractor hereunder.
- Train School District Providers or Contract Providers as needed on documentation and clinical requirements related to school-based healthcare services submitted for Medicaid reimbursement.

- Provide and maintain online documentation system for Speech Therapy, Occupational Therapy, and Physical Therapy services. Provide user trainings and help desk support as needed.
- Review and assist School District in the identification of appropriate notices and consents required to be provided students (or their parents or legal guardians) under applicable state and federal laws.
- Perform quality assurance reviews related to compliance with State and Federal regulations with results available to School District.
- Ensure that all consents and physicians' orders on behalf of the TennCare Eligible School District Students are in place in order for Contractor to bill for services provided thereto.
- Upon the date of expiration or termination of this Agreement for any reason (the "Termination Date"), Contractor shall have the option to bill exclusively for all claims for services provided to Eligible School District Students by School District Providers or Contract Providers having dates of service on or prior to the Termination Date (the "Pre-Termination Charges"). This option shall conclusively be deemed to have been exercised by Contractor unless Contractor notifies School District on or prior to the Termination Date that it has elected not to exercise this option. If Contractor exercises such option, Contractor shall bill exclusively for all Pre-Termination Charges and provide standard reports in connection therewith for a period of up to one hundred twenty (120) days following the Termination Date (the "Post-Termination Period"). Contractor shall have the right to reduce the duration of the Post-Termination Period at any time by providing written notice to School District specifying the shorter Post-Termination Period. Contractor shall continue to receive its monthly Administrative Services Fee on all Pre-Termination Charges collected during the Post-Termination Period. Upon expiration of the Post-termination Period, Contractor shall cease providing the Post-Termination Services to School District.

(b) The parties agree to work together in good faith to address issues arising under applicable state and federal laws, policies, procedures and requirements pertaining to the Administrative Services, so that the Administrative Services shall be structured and performed in accordance with such laws.

(c) All revenue and income resulting from the Administrative Services hereunder shall belong to and accrue to the benefit of School District, unless otherwise agreed by the parties. The parties shall work together to establish appropriate accounts into which such revenues shall be deposited in order to comply with applicable laws.

(d) During the term of this Agreement, School District will not use the services of any other billing or claims processing companies for the purpose of submitting claims for services performed by School District Providers or Contract Providers for TennCare Eligible School District Students.

(e) School District is prohibited from hiring or causing to be hired any person associated with the Contractor without the expressed written consent of the Contractor for a period of one year from the cessation of this contract or the cessation of working relationship of said person with Contractor.

3. Compensation.

(a) In consideration for the Administrative Services provided by Contractor, School District agrees to pay Contractor a Fee for Administrative Services equal to twenty percent (20%) of total revenues received in connection with services provided to Eligible School District Students by School District Providers or Contracted Providers and billed by Contractor.

(b) Contractor shall invoice School District on a monthly basis for the Fees under this Agreement, and School District shall be responsible for paying all Fees within thirty (30) days of receipt of Contractor's invoice therefor.

(c) The parties represent and warrant to the other that all compensation payable to Contractor by School District hereunder has been determined in arms-length bargaining and is consistent with fair market value. Furthermore, the parties represent and warrant that all compensation hereunder was not determined in a manner that takes into account the volume or value of any referrals or other business generated between the parties.

4. FERPA Compliance.

School District and Contractor shall comply with the Family Education Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) (FERPA) and its accompanying regulations (34 C.F.R. 99). Contractor warrants that it is familiar with requirements of FERPA and its accompanying regulations and that it will comply with all applicable FERPA requirements in the performance of its duties in this contract. Contractor agrees to cooperate with School District as required by FERPA and its regulations in the performance of its duties in this contract. Contractor agrees to maintain the confidentiality of all education records and student information and use such records and information for the exclusive purpose of performing its duties in this contract (See Attachment).

5. SCHOOL DISTRICT RESPONSIBILITIES.

(a) School District agrees to provide or cause to be provided to Contractor timely, accurate, complete and up-to-date information required by Contractor to perform the Administrative Services, which information may include without limitation demographic, charge, diagnosis, patient or treatment related information. School District represents and warrants that all clinical documentation provided to Contractor will be true, accurate and complete and up-to-date at the time of provision. School District will notify Contractor when it becomes aware that any inaccurate or incomplete information has been supplied to Contractor, including but not limited to errors that may affect CPT codes or ICD-10 codes or their equivalents. School District shall notify Contractor promptly of all non-chargeable patient visits or services.

(b) School District represents and warrants that the School District Providers and Contract Providers will perform their services in accordance with standards adopted by the governing bodies of their specialty and that such services are and will be medically necessary, usual, customary and reasonable.

(c) School District acknowledges that the timing and amount of collections generated by the Administrative Services are subject to numerous variables, and that School District's failure to comply with the requirements of this

Agreement may materially interfere with the Administrative Services. School District additionally acknowledges that Contractor's ability to perform the Administrative Services may be affected by the inability or failure of third party payors beyond the control of Contractor to accurately process data, complete provider enrollment or credentialing on a timely basis, or adopt systems to comply with requirements imposed by federal or state laws.

(d) If Contractor exercises its option to perform Post-Termination Services, then School District shall ensure that it provides to Contractor all data and back-up information pertaining to the Pre-Termination Charges promptly after receipt thereof. The parties acknowledge that Contractor cannot properly provide the Post-Termination Services without such data and information. If School District fails to comply with its obligations under this Section, School District agrees that it shall release and hold Contractor harmless from any claims, losses or damages relating to or arising from Contractor's performance of the Post-Termination Services.

6. **Professional Liability Insurance.** Contractor will provide proof of insurance with coverage and limits satisfactory to School District's Office of Risk Management.

7. **Acknowledgments.**

(a) Contractor and School District acknowledge and agree that Contractor will act as an independent contractor in the performance of the Services, and that this Agreement shall not be deemed to create an agency, employment, partnership or joint venture relationship between SCHOOL DISTRICT and Contractor. In that regard, while Contractor is subject to general terms and conditions in connection with the performance of the Services, Contractor and School District acknowledge that Contractor shall, at all times, exercise independent discretion and control over the performance of the Services.

(b) Contractor and School District acknowledge and agree that they have had a sufficient opportunity to review the terms of this Agreement.

(c) Contractor and School District acknowledge and agree that in executing this Agreement it is not relying nor has it relied upon any other representation or statement made by either party or by any of either party's owners, partners, officers, employees or agents with regard to the subject matter hereof. Both parties have carefully read and fully understand all of the provisions of this Agreement and are voluntarily entering into this Agreement.

8. **Force Majeure.** Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement, due in whole or in part to any cause beyond its sole control, including without limitation fire, accident, labor dispute or unrest, flood, riot, war, terrorism, rebellion, insurrection, sabotage, transportation delays, shortage of raw materials, energy or machinery, public health emergency, acts of God or the civil or military authorities of the state or nature, or the inability, due to the aforementioned causes, to obtain necessary labor or facilities.

9. **Tax Liabilities.** All taxes applicable to any amounts paid by School District to Contractor under this Agreement shall be Contractor's liability and School District shall not withhold or pay any amounts for federal, state or municipal income tax, Social Security taxes, or unemployment or worker's compensation taxes. Contractor hereby acknowledges its

personal liability for the tax imposed by the Internal Revenue Code of 1986, and the payment, when applicable, of estimated quarterly taxes and the filing, when applicable, of quarterly Internal Revenue Service forms for the declaration of estimated tax by individuals. Upon request by School District, Contractor agrees that he will provide documentation evidencing compliance with all applicable federal, state and municipal tax laws, rules and regulations. Notwithstanding the foregoing, School District shall be solely responsible for all taxes associated with revenues generated from the services provided the TennCare Eligible School District Students by School District Providers and submitted to Managed Care Organizations by contractor as a part of the Administrative Services.

10. **Preservation of Records.** Contractor and School District agree that they shall cause the healthcare records generated in connnection with the services of the School District Providers and Contract Providers to be maintained for at least seven (7) years after the furnishing of any healthcare services pursuant to this Agreement. To the extent required by applicable law, Contractor and School District shall, upon written request, make available to the Secretary of the Department of Health and Human Services (the "Secretary" or the Secretary's duly authorized representatives, the Comptroller General of the United States (the "Comptroller General") or the Comptroller General's duly authorized representatives, such books, documents or records as may be necessary to certify the nature and extent of the cost of any services rendered pursuant to this Agreement. All such books, documents and records shall be subject at all times to all applicable legal requirements, including, without limitation, such criteria and procedures for seeking and obtaining access as may be required in regulations promulgated by the Secretary.

11. **Notices.** Any notice or other communications required or permitted hereunder shall be sufficiently given if delivered in person or sent by registered or certified mail, postage prepaid, addressed as set forth under each parties signature to this Agreement. Such notice or communication shall be deemed to have been given as of the date so delivered or mailed.

12. **Change Of Circumstances**. In the event (i) Medicaid, TennCare, any applicable third-party payer or any federal, state or local legislative or regulatory authority establishes or has any law, rule, regulation, policy, procedure or interpretation thereof which establishes a material change or has an adverse effect in the method or amount of reimbursement or payment for the use of or services services provided to Eligible School District Students by School District Providers and submitted to Managed Care Organizations by Contractor as a part of the Administrative Services, (ii) any or all of such payers/authorities establishes any law, rule, regulation, policy, procedure or interpretation thereof which establishes or creates a substantial risk of violation of any federal, state or local anti-fraud and abuse law, or (iii) any or all of such payers/authorities impose requirements which require a material change in the manner of either party's operations under this Agreement and/or the costs related thereto, then, upon the request of either party affected by any such change in circumstances or adverse effect, the parties shall enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstances while preserving the original intent of this Agreement to the greatest extent possible. If, after thirty (30) days

of such negotiations, the parties are unable to reach an agreement as to how or whether this Agreement shall continue, then either party may terminate this Agreement upon thirty (30) days prior written notice.

13. **Governing Law.** This Agreement is made and entered into the State of Tennessee and shall in all respects be interpreted, enforced, and governed under the laws of that state.

14. **Severability.** Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

15. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between them pertaining to the subject matter hereof. It is agreed that this Agreement may be modified only by written agreement, executed by both parties.

16. **Headings.** The headings inserted in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge or affect the scope or intent of this Agreement or the meaning of any provision hereof.

17. **Counterparts.** This Agreement may be executed in two counterparts, both of which shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives below.

School District:	**Stellar Therapy Services, LLC:**
Signed By:_____	Signed By: Holly Christopher
Title:_____	Title: CFO
Signature:_____	Signature: Holly Christopher

PLEASE PROVIDE THE FOLLOWING INFORMATION REGARDING INVOICES:

WHO DO WE SEND INVOICES TO? Sheri Roberson and Sheree Bernard

EMAIL: robersonsz@pcsstn.com bernards@pcsstn.com **PHONE:** 931-526-9777

ATTACHMENT
Authorization and Acknowledgement of Compliance of Privacy Laws

Whereas, School District has contracted with Stellar Therapy Services, LLC, for the provision of administrative and billing services related to certain healthcare services described within the contract.

Whereas, The above referenced contract may require the disclosure by the School District to Stellar Therapy Services, LLC, of certain personally identifiable student information that is confidential under the Family Educational Rights and Privacy Act (FERPA).

Whereas, 34 C.F.R. 99.31 and 34 C.F.R. 99.35, authorize an educational agency or institution to disclose personally identifiable information from an education record of a student without the consent required by Sec. 99.30 to authorized representatives of School District and local educational authorities in connection with an audit or evaluation of Federal or state supported education programs, or for the enforcement of or compliance with Federal legal requirements which relate to those programs.

Therefore, the School District and Stellar Therapy Services, LLC, hereby agree as follows:

1. Stellar Therapy Services, LLC, is authorized to maintain certain student information for the sole purpose of compliance with the requirements of the above referenced contract. This personally identifiable student and parent information may include but not be limited to: Name, Social Security Number, Telephone Numbers, Attendance Record, Disability Information, Grades, Date of Birth, Address, Race, Gender, and Enrollment Record.

2. Stellar Therapy Services, LLC, as authorized representative of School District for the sole purpose of complying with the requirements of the above contract agrees to comply fully with FERPA by maintaining the confidentiality of all student information and to use the information solely to fulfill its obligations under the above referenced contract with School District.

3. Stellar Therapy Services, LLC, agrees to destroy all confidential student information when it is no longer needed for purposes of fulfilling its obligations under the above referenced contract.

EXHIBIT
tabbies
VF6
08-01-24

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 of the agreement between Putnam County Board of Education and Vanderbilt University Medical Center (Mama Lere Childhood Hearing Programs), Nashville, Tennessee for the 2024-2025 school year to provide on-site educational audiology services to be paid from 141-72220-312.

Sheri Roberson 7/15/24

Sheri Roberson, Special Education Supervisor Date

Corby King, Director of Schools Date

received
07-15-24 MT

Vanderbilt University Medical Center ("VUMC")
Mama Lere Childhood Hearing Programs
Department of Hearing and Speech Services

Vanderbilt Educational Hearing Services ("VEHS")
Third- Party Payer Service Agreement
[Note: This Service Agreement pertains to services not covered by other payer sources, including insurance.]

Agency/School Requesting Services: Putnam County Schools
Representative/Contact: Sheri Roberson
Title: Special Education Supervisor
Phone: 931-525-4708 Fax: 931-528-6269
Address: 1400 East Spring St. Cookeville, TN 38506
Email: robertson2@pcsstn.com

Inclusive Dates of Services: Starting: July 1, 2024, **Ending:** June 30, 2025
Total Number of Sessions Authorized: Up to 15 days per school year or the equivalent.

Fee Menu:

School district on-site services/consultation/meeting/evals, full day – up to eight hours, port to port	$625 per full day
School district on-site services/consultation/meeting/evals, half day – up to four hours, port to port	$312.50 per half day
School district on-site meeting attendance or training (outside of scheduled school visits), port to port	$75 per hour
On-site travel mileage reimbursement	Current IRS standard rate

Note: These rates are set for the 2024-2025 school year. Rates may be subject to annual increases.

VUMC, through VEHS, will provide on-site educational audiology services that include the following:

1. Follow-up hearing screenings for students who fail district-wide hearing screenings.
2. In-service training for educators regarding students' assistive listening equipment.
3. Regular assistive listening equipment checks (HAT, hearing aids, and cochlear implant processors).
4. Assessment of students' educational environments.

5. Attendance/Participation in Individual Education Program (IEP) team meetings (as available). The audiologist will provide written documentation of concerns, present levels of performance, or recommendations when not in attendance.
6. Graduate Student Clinician (if available) may observe or assist the educational audiologist in providing services to the students of Putnam County school district.
7. Provide up to 2 slots to VUMC-sponsored CEU events for Putnam County School District Speech Language Pathologists working with students who are deaf or hard of hearing and have an IEP.

As needed:

8. Recommendations for hearing assistive technology (HAT) equipment.
9. Earmold impressions taken and earmolds billed to the child's insurance, as needed.

Putnam County School District will:

1. Maintain the official educational records of each child, including the IEP documents, and make available to VUMC all relevant records and information on each student necessary to the provision of the services by VEHS.
2. Implement all procedural safeguards, including due process, confidentiality of records requirements, and placement in the least restrictive environment for all individuals eligible for Special Education services according to Federal and Tennessee State Education laws and regulations.

All Notices to VUMC to:
Brittany Day, AuD, CCC-A
Mama Lere Childhood Hearing Services
Vanderbilt University Medical Center
1215 21st Avenue South
South Tower, Medical Center East 6209
Nashville, TN 37232-8718

AND

Office of Contracts Management
Vanderbilt University Medical Center
3319 West End Avenue, Suite 100
Nashville, TN 37203-6869

All Payments to:
Department of Finance
Dept. 1236
PO Box 121236
Dallas, TX 75312-1236
Tax ID No: 35-2528741

Additional Terms

1. Termination.

a. Termination Without Cause. VUMC may terminate this Agreement without cause upon thirty (30) days' written notice to the other party.

b. Termination for Breach. In the event that either party breaches a material term of this Agreement that is not cured within 30 days of receipt of a written notice specifying the breach, the non-breaching party may terminate the Agreement immediately upon expiration of such 30-day notice. In the event that the breach cannot be cured within 30 days, the breaching party must demonstrate it is diligently making efforts to cure the breach to the satisfaction of the other party.

c. Termination for Bankruptcy or Insolvency. If either party files a petition for bankruptcy, is adjudicated bankrupt, becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver appointed for it or its business, or has petition in bankruptcy filed against it that is not discharged within 30 days, then the other party may terminate this Agreement immediately.

2. General Indemnity. Each party shall indemnity, defend, and hold harmless the other party, its trustees, officers, agents, and employees, from any judgement, damages, costs and expenses, including reasonable attorneys' fees from any claim, action, or proceeding to the extent arising out of its own negligent acts or omissions or wrongful misconduct in the performance of the Agreement.

3. Indemnity Procedures. The indemnified party shall: (i) provide prompt, written notice to the indemnifying party of any claim, action, or proceeding arising out of the indemnified activities within such period of time as to not materially prejudice the rights of the indemnifying party; (ii) assist the indemnifying party, at the indemnifying party's reasonable expense, in the preparation and defense of any such claim or demand; and (iii) not compromise or settle such claim or demand without the indemnifying party's written consent, which shall not be unreasonably withheld. Furthermore, the indemnifying party shall not compromise or settle any claim or demand without the indemnified party's written consent, which shall not be unreasonably withheld.

4. Notification of Claims. The parties agree to notify each other as soon as possible in writing of any incident, occurrence, or claim arising out of or in connection with this Agreement that could result in a liability or claim of liability to the other party. Further, the notified party shall have the right to investigate said incident or occurrence and the notifying party will cooperate fully in this investigation.

5. Use of Name. Putnam County School District shall not use VUMC's name, logos or trademarks in any manner, including without limitation in any advertising, promotional material, press release, publication, public statement, or announcement, or through any form of other

media, written or oral, without the prior written consent of VUMC, which consent may be granted or withheld in VUMC's sole and absolute discretion.

6. Governing Law and Jurisdiction. This Agreement shall be governed in all respects by, and be construed in accordance with, the laws of the State of Tennessee without regard for principles of conflicts of laws that would cause the law of another jurisdiction to apply. Each party hereby consents to the jurisdiction of all state and federal courts sitting in Davidson County, Tennessee, agrees that venue for any such action shall lie exclusively in such courts, and agrees that such courts shall be the exclusive forum for any legal actions brought in connection with this Agreement or the relationships among the parties hereto.

7. Force Majeure. Neither party shall be liable for a delay in its performance of its obligations and responsibilities under this Agreement due to extraordinary causes beyond its control, such as but not limited to war, acts of terrorism, embargo, national emergency, insurrection, or riot, acts of the public enemy, fire, flood, or other natural disaster provided that said party has taken reasonable measures to notify the other, in writing, of the delay. Failure of subcontractors and inability to obtain materials (unless such subcontractors and/or materials are specified by VUMC, or a subcontractor or material supplier is unable to perform for the above-specified reasons) shall not be considered as a force-majeure delay. Further, in the event either party is unable to meet its obligations hereunder because of such force majeure, and such inability continues for a period of 30 days or more, then either party may terminate this Agreement effective immediately without further obligation to the other except as to delivery of and payment for the services herein consistent with the terms of this Agreement.

8. HIPAA Compliance. The parties agree not to use or disclose any Protected Health Information or Individually Identifiable Health Information (as defined in 45 CFR Part 160) (collectively, the "Protected Health Information") concerning any student covered by this Agreement other than as expressly permitted by this Agreement and the requirements of the federal privacy regulations and security standards as contained in 45 CFR Part 164.

9. Student 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 Rights and Privacy Act, also known as FERPA. The parties further agree to maintain confidentiality of all information which relates to or identifies a student, including but not limited to the name, address, medical treatment or condition, financial status, or any other personal information which is deemed to be confidential in accordance with applicable state and federal law, including but not limited to The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and FERPA, and standards of professional ethics.

10. Compliance with Law. Putnam County School District warrants that it is and shall remain in compliance with all applicable federal, state, and local laws, regulations, and standards relating, including but not limited to all laws and regulations related to health, safety, and environmental standards. Each party hereto will not discriminate on the basis of race, sex, religion, color, national origin, age disability, veteran status, sexual orientation, gender identify,

Exhibit A (dependent upon each contract)

VANDERBILT HEALTH

Mama Lere Childhood Hearing Programs
Department of Hearing and Speech Sciences
Vanderbilt University Medical Center

The Educational Hearing Services team at Vanderbilt University Medical Center provides outreach audiology and deaf education services to school districts, private schools, and individuals across Middle Tennessee. Services are provided either virtually or on-site by licensed audiologists, speech-language pathologists, and teachers of the deaf.

Program Highlights:

- On-site and virtual audiological support for amplification and HAT technology
- On-site and virtual deaf education support in the classroom or one-on-one
- In-service training for educators and/or parents
- Individualized Education Plan (IEP) recommendations and meeting attendance
- Initial and re-evaluation for service eligibility
- Staffed by licensed audiologists, speech-language pathologists, and teachers

2024-2025 School Year Rates

On-site travel mileage reimbursement	Current IRS standard rate
Audiology	
School district on-site services/consultation/meeting/evals, full day – up to eight hours, port to port	$625 per full day
School district on-site services/consultation/meeting/evals, half day – up to four hours, port to port	$312.50 per half day
School district on-site meeting attendance or training (outside of scheduled school visits), port to port	$75 per hour
Private school or individual services/consultation/training/meeting/record review, as appropriate (on-site or virtual)	$100 per hour
No-show/late cancellation (on-site)	Mileage for any travel
Deaf Education	
School district services once per week (on-site or virtual), per student	$2,400 annually ($240/mo)
School district services twice per week (on-site or virtual), per student	$4,200 annually ($420/mo)
School district consultation services only (on-site or virtual), per student	$75 per hour
School district evaluation (initial or re-eval)/observation/ meeting or training, on-site, full day – up to eight hours, port to port (time includes service, scoring, report writing)	$625 per full day
School district evaluation (initial or re-eval)/observation/ meeting or training, on-site, half day – up to four hours, port to port (time includes service, scoring, report writing)	$312.50 per half day
School district or private virtual training/meeting/record review, as appropriate	$75 per hour
Private tutorial support or consultation, on-site	$100 per session
Private tutorial support or consultation, virtual	$75 per session
Private no-show/late cancellation (on-site or virtual)	50% of the session fee

05.2024

military service or any other classification protected under federal, state, or local law in its administration of its policies, including admissions policies, employment programs, or activities.

11. Fraud and Abuse. The parties expressly acknowledge that the compensation payable hereunder is fair market value for the items purchased and/or the services rendered, and that nothing contained herein shall require referrals for items or services between the parties. Neither party will knowingly or intentionally conduct itself in such a manner as to violate any federal or state law, rule, or regulation applicable to the items purchased or the services rendered here under, including, but not limited to, any fraud and abuse provisions relating to the Medicare and Medicaid Programs. The parties also agree that the benefits to either party hereunder, do not require, are not payment for, and are not in any way contingent upon the admission, referral, or other arrangement for the provision of any item or service reimbursed under any federal or state health care program, including, without limitation, Medicare or Medicaid/TennCare.

12. Assignment. Neither party may assign this Agreement, or any rights or obligations hereunder, without the other party's prior written consent, which consent shall not be unreasonable withheld, delayed, or conditioned.

13. Independent Contractor. Each party shall be considered to be an independent party and shall not be construed to be an agent or representative of the other party, and therefore, has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, or subcontractors, shall be entitled to compensation, workers compensation, or employee benefits of the other party by virtue of this Agreement.

For Vanderbilt University Medical Center:

_____ _____

C. Wright Pinson, MBA, MD — Date
Deputy CEO

For Putnam County School District:

Sheri Roberson 8/1/24

Print Name: Sheri Roberson — Date
Title: Special Education Supervisor

_____ _____

Print Name: _____ — Date
Title: Board Chairman

EXHIBIT
tabbies
VF7
08-01-24

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 of the agreement between Putnam County Board of Education and Vanderbilt University Medical Center (Mama Lere Childhood Hearing Programs), Nashville, Tennessee for the 2024-2025 school year to provide on-site or virtual deaf educational services to students to be paid from 141-72220-312.

Sheri Roberson 7/15/24

Sheri Roberson, Special Education Supervisor Date

Corby King, Director of Schools Date

received
07-15-24 MF

Vanderbilt University Medical Center ("VUMC")
Mama Lere Childhood Hearing Programs
Department of Hearing and Speech Services

Vanderbilt Educational Hearing Services ("VEHS")
Third- Party Payer Service Agreement
[Note: This Service Agreement pertains to services not covered by other payer sources, including insurance.]

Agency/School Requesting Services: Putnam County Schools
Representative/Contact: Sheri Roberson
Title: Special Education Supervisor
Phone: 931-525-4708 Fax: 931-528-6269
Address: 1400 East Spring St., Cookeville, TN 38506
Email: robersons2@pcsstn.com

Inclusive Dates of Services: Starting: July 1, 2024 **Ending:** June 30, 2025
Total Number of Sessions Authorized: Up to 12 on-site visits by a teacher of the deaf and hard of hearing, total sessions (virtual or in-person) to be determined per each student's IEP related service needs

Fee Menu:

School district services once per week (on-site or virtual), per student	$2,400 annually ($240/mo)
School district services twice per week (on-site or virtual), per student	$4,200 annually ($420/mo)
School district consultation services only (on-site or virtual), per student	$75 per hour
School district evaluation (initial or re-eval)/observation/ meeting or training (on-site), port to port (includes service, scoring, report writing)	$625 per full day (up to 8 hrs) $312.50 per half day (up to 4 hrs)
School district training/meeting/record review (virtual), as appropriate	$75 per hour
On-site travel mileage reimbursement	Current IRS standard rate

Note: These rates are for the 2024-2025 school year. Rates may be subject to annual increases.

VUMC, through VEHS, will provide on-site or virtual deaf education services to students, as agreed upon by the school district and VEHS, at an annual rate per child (billed monthly while the student is enrolled in the district and has deaf education-related services on their IEP). Services included in this fee:

1. Direct services targeting the student's IEP goals related to hearing loss. Graduate student clinicians may observe or assist providers during services.
2. Planning time, parent communication, data management, documentation, classroom observation, and ongoing communication with the educational team.
3. Attendance/participation in Individual Education Program (IEP) team meetings (as requested and available). The deaf educator will provide written documentation of present performance levels and suggested goals and accommodations.

4. Two slots to one VUMC-sponsored CEU event for Putnam County Schools speech-language pathologists working with students served through this contract.
5. One in-service training at the start of the school year related to pediatric deafness and education of children with hearing loss, either on-site in Putnam County or virtually (synchronous or asynchronous).

Additional fees will apply for the following (per the fee menu):

6. Consultation services for a student who does not have direct services listed on their IEP (billed time will include consult, communication, and documentation).
7. Academic, speech-language, and auditory assessments for children with approval by the parents/guardians.
8. Additional team meetings or trainings on areas related to pediatric deafness and education of children with hearing loss (on-site or virtual, as requested and available).

Putnam County Schools will:

1. Maintain the official educational records of each child, including the IEP documents, and make available to VUMC all relevant records and information on each student necessary to the provision of the services by VEHS.
2. Provide teletherapy equipment on-site for students or staff of Putnam County schools for virtual sessions and meetings.
3. Provide a quiet room for sessions (on-site or virtual) and a dedicated staff member to assist with virtual sessions.
4. Implement all procedural safeguards, including due process, confidentiality of records requirements, and placement in the least restrictive environment for all individuals eligible for Special Education services according to Federal and Tennessee State Education laws and regulations.

All Notices to VUMC to:

Brittany Day, AuD, CCC-A
Mama Lere Childhood Hearing Services
1215 21st Avenue South
6209 South Tower, Medical Center East
Nashville, TN 37232-8718

AND

Office of Contracts Management
Vanderbilt University Medical Center
3319 West End Avenue, Suite 100
Nashville, TN 37203-6869

All Payments to:

Department of Finance
Vanderbilt University Medical Center
Dept. 1236
PO Box 121236
Dallas, TX 75312-1236
Tax ID No: 35-2528741

Additional Terms

1. Termination.

a. Termination Without Cause. VUMC may terminate this Agreement without cause upon thirty (30) days' written notice to the other party.

b. Termination for Breach. In the event that either party breaches a material term of this Agreement that is not cured within 30 days of receipt of a written notice specifying the breach, the non-breaching party may terminate the Agreement immediately upon expiration of such 30-day notice. In the event that the breach cannot be cured within 30 days, the breaching party must demonstrate it is diligently making efforts to cure the breach to the satisfaction of the other party.

c. Termination for Bankruptcy or Insolvency. If either party files a petition for bankruptcy, is adjudicated bankrupt, becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver appointed for it or its business, or has petition in bankruptcy filed against it that is not discharged within 30 days, then the other party may terminate this Agreement immediately.

2. General Indemnity. Each party shall indemnity, defend, and hold harmless the other party, its trustees, officers, agents, and employees, from any judgement, damages, costs and expenses, including reasonable attorneys' fees from any claim, action, or proceeding to the extent arising out of its own negligent acts or omissions or wrongful misconduct in the performance of the Agreement.

3. Indemnity Procedures. The indemnified party shall: (i) provide prompt, written notice to the indemnifying party of any claim, action, or proceeding arising out of the indemnified activities within such period of time as to not materially prejudice the rights of the indemnifying party; (ii) assist the indemnifying party, at the indemnifying party's reasonable expense, in the preparation and defense of any such claim or demand; and (iii) not compromise or settle such claim or demand without the indemnifying party's written consent, which shall not be unreasonably withheld. Furthermore, the indemnifying party shall not compromise or settle any claim or demand without the indemnified party's written consent, which shall not be unreasonably withheld.

4. Notification of Claims. The parties agree to notify each other as soon as possible in writing of any incident, occurrence, or claim arising out of or in connection with this Agreement that could result in a liability or claim of liability to the other party. Further, the notified party shall have the right to investigate said incident or occurrence and the notifying party will cooperate fully in this investigation.

5. Use of Name. Putnam County Schools shall not use VUMC's name, logos or trademarks in any manner, including without limitation in any advertising, promotional material, press release, publication, public statement, or announcement, or through any form of other media, written or oral, without the prior written consent of VUMC, which consent may be granted or withheld in VUMC's sole and absolute discretion.

6. Governing Law and Jurisdiction. This Agreement shall be governed in all respects by, and be construed in accordance with, the laws of the State of Tennessee without regard for principles of conflicts of laws that would cause the law of another jurisdiction to apply. Each party hereby consents to the jurisdiction of all state and federal courts sitting in Davidson County, Tennessee, agrees that venue for any such action shall lie exclusively in such courts, and agrees that such courts shall be the exclusive forum for any legal actions brought in connection with this Agreement or the relationships among the parties hereto.

7. Force Majeure. Neither party shall be liable for a delay in its performance of its obligations and responsibilities under this Agreement due to extraordinary causes beyond its control, such as but not limited to war, acts of terrorism, embargo, national emergency, insurrection, or riot, acts of the public enemy, fire, flood, or other natural disaster provided that said party has taken reasonable measures to notify the other, in writing, of the delay. Failure of subcontractors and inability to obtain materials (unless such subcontractors and/or materials are specified by VUMC, or a subcontractor or material supplier is unable to perform for the above-specified reasons) shall not be considered as a force-majeure delay. Further, in the event either party is unable to meet its obligations hereunder because of such force majeure, and such inability continues for a period of 30 days or more, then either party may terminate this Agreement effective immediately without further obligation to the other except as to delivery of and payment for the services herein consistent with the terms of this Agreement.

8. HIPAA Compliance. The parties agree not to use or disclose any Protected Health Information or Individually Identifiable Health Information (as defined in 45 CFR Part 160) (collectively, the "Protected Health Information") concerning any student covered by this Agreement other than as expressly permitted by this Agreement and the requirements of the federal privacy regulations and security standards as contained in 45 CFR Part 164.

9. Student 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 Rights and Privacy Act, also known as FERPA. The parties further agree to maintain confidentiality of all information which relates to or identifies a student, including but not limited to the name, address, medical treatment or condition, financial status, or any other personal information which is deemed to be confidential in accordance with applicable state and federal law, including but not limited to The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and FERPA, and standards of professional ethics.

10. Compliance with Law. Putnam County Schools warrants that it is and shall remain in compliance with all applicable federal, state, and local laws, regulations, and standards relating, including but not limited to all laws and regulations related to health, safety, and environmental standards. Each party hereto will not discriminate on the basis of race, sex, religion, color, national origin, age disability, veteran status, sexual orientation, gender identify, military service or any other classification protected under federal, state, or local law in its administration of its policies, including admissions policies, employment programs, or activities.

11. Fraud and Abuse. The parties expressly acknowledge that the compensation payable hereunder is fair market value for the items purchased and/or the services rendered, and that nothing contained herein shall require referrals for items or services between the parties. Neither party will knowingly or intentionally conduct itself in such a manner as to violate any federal or state law, rule, or regulation applicable to the items purchased or the services rendered here under, including, but not limited to, any fraud and abuse provisions relating to the Medicare and Medicaid Programs. The parties also agree that the benefits to either party hereunder, do not require, are not payment for, and are not in any way contingent upon the admission, referral, or other arrangement for the provision of any item or service reimbursed under any federal or state health care program, including, without limitation, Medicare or Medicaid/TennCare.

12. Assignment. Neither party may assign this Agreement, or any rights or obligations hereunder, without the other party's prior written consent, which consent shall not be unreasonable withheld, delayed, or conditioned.

13. Independent Contractor. Each party shall be considered to be an independent party and shall not be construed to be an agent or representative of the other party, and therefore, has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, or subcontractors, shall be entitled to compensation, workers compensation, or employee benefits of the other party by virtue of this Agreement.

For Vanderbilt University Medical Center:

_____ _____

C. Wright Pinson, MD, MBA — Date
Deputy CEO

For Putnam County School District:

Sheri Roberson 8/1/24

Print Name: Sheri Roberson — Date
Title: Special Education Supervisor

_____ _____

Print Name: _____ — Date
Title: _____

Exhibit A (dependent upon each contract)

VANDERBILT HEALTH

Mama Lere Childhood Hearing Programs
Department of Hearing and Speech Sciences
Vanderbilt University Medical Center

The Educational Hearing Services team at Vanderbilt University Medical Center provides outreach audiology and deaf education services to school districts, private schools, and individuals across Middle Tennessee. Services are provided either virtually or on-site by licensed audiologists, speech-language pathologists, and teachers of the deaf.

Program Highlights:

- On-site and virtual audiological support for amplification and HAT technology
- On-site and virtual deaf education support in the classroom or one-on-one
- In-service training for educators and/or parents
- Individualized Education Plan (IEP) recommendations and meeting attendance
- Initial and re-evaluation for service eligibility
- Staffed by licensed audiologists, speech-language pathologists, and teachers

2024-2025 School Year Rates

On-site travel mileage reimbursement	Current IRS standard rate
Audiology	
School district on-site services/consultation/meeting/evals, full day – up to eight hours, port to port	$625 per full day
School district on-site services/consultation/meeting/evals, half day – up to four hours, port to port	$312.50 per half day
School district on-site meeting attendance or training (outside of scheduled school visits), port to port	$75 per hour
Private school or individual services/consultation/training/meeting/record review, as appropriate (on-site or virtual)	$100 per hour
No-show/late cancellation (on-site)	$75 per hour of travel time
No-show/late cancellation (virtual)	50% of the session fee
Deaf Education	
School district services once per week (on-site or virtual), per student	$2,400 annually ($240/mo)
School district services twice per week (on-site or virtual), per student	$4,200 annually ($420/mo)
School district consultation services only (on-site or virtual), per student	$75 per hour
School district evaluation (initial or re-eval)/observation/ meeting or training, on-site, full day – up to eight hours, port to port (time includes service, scoring, report writing)	$625 per full day
School district evaluation (initial or re-eval)/observation/ meeting or training, on-site, half day – up to four hours, port to port (time includes service, scoring, report writing)	$312.50 per half day
School district or private virtual training/meeting/record review, as appropriate	$75 per hour
Private tutorial support or consultation, on-site	$100 per session
Private tutorial support or consultation, virtual	$75 per session
Private no-show/late cancellation (on-site or virtual)	50% of the session fee

EXHIBIT
tabbies
VF8
08-01-24

Putnam County Board Of Education
Agenda Request

Date: May 15, 2024

Department: Coordinated School Health/Student Services/Family Resources

Person Submitting: Janet Frank

Account Number (if appropriate) N/A

Check one:

___X__ Backup included

_____Backup to follow

Statement to be included in board agenda packet:

Please consider the attached Clinical Affiliation Agreement between Tennessee Tech University (TTU) and Putnam County School System (PCSS). The purpose of this agreement is to provide clinical experience to students enrolled in the Whitson Hester Nursing Program at TTU. The term of this agreement shall be for a period of five years to be renewed annually.

Janet Y Frank 5-15-24

Signature of Person Making Request Date

Signature of Director of Schools Date

received
07-15-24 MT

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Tennessee TECH

CLINICAL AFFILIATION AGREEMENT

This Agreement, dated 4/26/2024 , is by and between Tennessee Technological University ("Tennessee Tech") and Putnam County School System ("Affiliate"), collectively referred to as "Parties."

The Parties agree that it is mutually beneficial to provide clinical experience for students enrolled in certain Tennessee Tech programs and further agree to the terms and conditions set out in this Agreement.

A. Purpose - The purpose of the Agreement is to provide clinical experience to students enrolled in Tennessee Tech's nursing program.

B. The clinical experience location(s) shall be at Putnam County School System 1400 E. Spring St Cookeville TN 38506, hereinafter referred to as "Facility."

C. The specific experience to be provided to Tennessee Tech students is described as follows: The Clinical Practicum provides the opportunity for students to apply theory learned in the classroom to practice setting. Observational, technical, and communication skills will be utilized by students in patient care areas assigned. The University's faculty, in coordination with the Director or designated representative from the Facility, will plan clinical laboratory hours, days, and student assignments, according to the student's course and clinical objectives.
Each student's clinical laboratory practice is provided for attaining specific educational objectives. The Commission of Collegiate Nursing Education and the TN Board of Nursing provides specific criteria for student nurse learning.
Orientation of the scope of nursing practice provided by the facility.
Access to facility policies and procedures manuals.
Registered nurses in the facility will have the opportunity to evaluate the student at the end of the clinical rotation.

D. Terms and Conditions

1. The Agreement term shall be for five (5) years commencing upon the date of final signature. At the end of the five-year term, Agreement may be renewed for additional five (5) year periods, with mutual consent of the Parties.
2. Either Party may terminate this Agreement upon giving thirty (30) days' written notice to the other Party. Students receiving clinical experience during the current academic term will not be affected by the termination and may complete their rotation.
3. Tennessee Tech will place a mutually agreed upon number of students at the Facility.
4. While enrolled in clinical experience at the Facility, students (and faculty, if applicable), will be subject to applicable policies of Tennessee Tech and Affiliate. Affiliate may immediately remove from the Facility any student who poses an immediate threat or danger. Tennessee Tech may dismiss students from participation in Tennessee Tech's program only after the appropriate disciplinary or academic policies and procedures of Tennessee Tech have been followed.
5. Consideration consists of the mutual promises contained in the Agreement, and neither party shall expect or receive monetary compensation.

E. Specific Responsibilities:

1. Tennessee Tech and the Affiliate shall jointly be responsible for the selection of students to be placed at the Facility.
2. Tennessee Tech and the Affiliate shall jointly provide orientation to the Facility for students beginning clinical experience.
3. Tennessee Tech and the Affiliate shall jointly be responsible for scheduling training activities for students.

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4. Tennessee Tech and the Affiliate shall jointly be responsible for supervising students at all times while present at the Facility for clinical experience.
5. Tennessee Tech and the Affiliate shall jointly evaluate the performance of individual students as appropriate.
6. Affiliate shall retain complete responsibility for customer service providing adequate supervision of students (and faculty, if applicable) at all times.
7. Affiliate shall maintain a sufficient level of staff employees to carry out regular duties. Students will not be expected or allowed to perform services in lieu of Affiliate's employees.
8. Affiliate shall provide emergency medical treatment for students and faculty, if needed, for illness or injuries suffered during clinical experience. The individual treated is responsible to pay for his/her treatment.
9. Affiliate shall maintain all applicable accreditation requirements and certify such compliance to Tennessee Tech or other entity as requested by Tennessee Tech. Affiliate shall also permit authorities responsible for accreditation of Tennessee Tech's curriculum to inspect Affiliate's clinical facilities and services as necessary.
10. To the extent allowed by federal law, Tennessee Tech shall provide health records of students and faculty upon request by Affiliate.
11. Tennessee Tech shall establish a procedure for notifying Affiliate if a student or faculty is unable to report for clinical training.
12. Tennessee Tech shall provide evidence of appropriate forms of liability insurance coverage from individual students and faculty/staff participating in the experience.
13. Criminal Background Checks
    a) If Affiliate requires criminal background checks for students, Tennessee Tech shall notify students of this requirement prior to enrollment in the program or as soon as the requirement is known. Students are responsible for making timely arrangements for the background check and for paying all costs associated with such checks.
    b) If Affiliate requires criminal background checks for Tennessee Tech faculty or staff, Tennessee Tech shall arrange for the background check, pay all costs associated with the check and provide the results to Affiliate.
    c) Affiliate shall set the eligibility standards for participation and evaluate the results of the background checks. If Affiliate determines that a student or faculty /staff member shall not participate at its facility, Affiliate shall notify that individual and Tennessee Tech. Tennessee Tech shall take steps to ensure that this individual does not participate in Affiliate's clinical program.
    d) If a University faculty/staff member is also an employee of Affiliate or is an employee at another clinical site for Tennessee Tech, Affiliate will allow the faculty/staff member to provide on-site supervision and instruction for its clinical program without the necessity of undergoing an additional background check.
    e) Recognizing that students enrolled in Tennessee Tech's program will potentially participate in multiple clinical placements at multiple facilities, Affiliate agrees to accept the results of the background check done prior to the student's initial clinical placement if the student maintains continuous enrollment in the program and if the results of the background check are archived by the background check agency.
    f) Tennessee Tech shall inform its faculty/staff members who are excluded from clinical placement on the basis of a criminal background check of any review or appeal process available pursuant to the Fair Credit Reporting Act or any other law or policy, if any.

F. General Terms.

1. Each Party shall comply with all federal and state laws, advice, rules and regulations which are applicable

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to the performance of this Agreement, including but not limited to:

a) HIPAA Requirements: To the extent required by federal law, the Parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including without limitation, the federal privacy regulations, the federal security standards, and the federal standards for electronic transactions, all collectively referred to herein as "HIPAA Requirements." The Parties agree not to use or further disclose any Protected Health Information or Individually Identifiable Health Information, other than as permitted by HIPAA Requirements and the terms of this Agreement.

2. Each Party will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

3. The Parties shall treat students as trainees who have no expectation of receiving compensation or future employment from Affiliate or Tennessee Tech. Any courtesy appointments to faculty or staff by either Party shall be without the individual's entitlement to compensation or benefits from the appointing Party.

4. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by federal or Tennessee constitutional or state laws shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement. Affiliate shall, upon request, show proof of such nondiscrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.

5. To the extent applicable, the parties agree to protect the privacy of all student education records to the full extent required of Tennessee Tech by the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99).

6. Neither Party is responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees or others for whom the Party is legally responsible.

7. The State of Tennessee is self-insured and does not carry or maintain commercial general liability insurance or medical, professional or hospital liability insurance. The Tennessee Claims Commission shall have exclusive jurisdiction to resolve disputes and determine claims against Tennessee Tech or the State of Tennessee related to this Agreement.

8. The laws of the State of Tennessee, without regard to its choice of law principles, shall govern this Agreement.

9. Either party's delay or failure of performance shall not constitute default under the terms of this Agreement, nor shall it give rise to any claims against either Party for damages. The sole remedy for breach of this Agreement is immediate termination.

10. This Agreement shall in no way be interpreted as creating an agency or employment relationship between the Parties.

11. Tennessee Tech is not bound by this Agreement until it is executed by Tennessee Tech's authorized official(s). The individual signing on behalf of Affiliate represents s/he is authorized to enter into this Agreement on behalf of Affiliate. The parties agree that the Agreement may be executed in counterparts, executed electronically, and transmitted electronically.

12. If any provision of this Agreement is held invalid, the surviving provisions will remain enforceable.

In witness whereof, the parties, through their authorized representatives, have affixed their signatures below.

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TENNESSEE TECHNOLOGICAL UNIVERSITY:

By:_____

Claire Stinson

Vice President for Planning & Finance

Date:_____

AFFILIATE:

By:_____

Name: _____

Title: _____

Date:_____

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Tennessee Technological University
Whitson-Hester School of Nursing
Clinical Agency Student Screening Requirements

Facility/Contracting Agency Name: _____

(Below are listed ALL CURRENT TTU WHSON screening requirements applicable for students/faculty to meet prior to performing in clinical settings. These requirements are similar to most agency employee requirements for consistency.)

Please review and indicate if your agency REQUIRES any more specific requirements/timeframes.

1. **Influenza vaccine**
   - REQUIREMENT: Annually **OR** Influenza vaccine declination due to allergy or religious confliction (with appropriate documentation)
2. **Current TDaP**
   - REQUIREMENT: 1-time dose for adults **AND** Td Booster every 10 years to follow
3. **Tuberculin Skin Test**
   - REQUIREMENT: Initial 2-step (negative), followed by negative PPD (or Quant Gold) annually **OR** Negative TB chest x-ray AND annual Tuberculosis screening
4. **Measles**
   - REQUIREMENT: Documentation of 2 doses **OR** Immune per titer
5. **Mumps**
   - REQUIREMENT: Documentation of 2 doses **OR** Immune per titer
6. **Rubella**
   - REQUIREMENT: Documentation of 2 doses **OR** Immune per titer
7. **Hepatitis B**
   - REQUIREMENT: Documentation of 3 doses **OR** Immune per titer **OR** Declination form
8. **Varicella**
   - REQUIREMENT: Documentation of 2 doses **OR** Immune per titer [Titer results required for all regardless of vaccination history]
9. **Drug Test (10- panel required when admitted and annually)**
10. **Copy of Personal Health Insurance Cards or Signed Waiver if no insurance**
11. **Background Check (when admitted and annually [annual requirement for undergraduate students only])**
12. **Current AHA CPR certification (BLS)**

ADDITIONAL REQUIREMENTS: (Please List)

_____

_____

ARE MEDICAL AND/OR RELIGIOUS WAIVERS ACCEPTED AT THIS FACILITY? (Please Discuss)

_____

_____

_____ _____

Agency Review/Approval Signature **Date**

EXHIBIT
tabbies
VF9
08-01-24

Putnam County Board Of Education
Agenda Request

Date: May 15, 2024

Department: Coordinated School Health/Student Services/Family Resources

Person Submitting: Trey Upchurch

Account Number (if appropriate) N/A

Check one:

___X__ Backup included

_____Backup to follow

Statement to be included in board agenda packet:

Approval of a $20.00 monthly cell phone usage stipend for the 2024-2025 school year per policy 3.3001, Use of Cellular Phones, to be paid as follows:

Janet Frank, Nurse Coordinator, 141-72120-199
Kristy Hunt, Family Resource Coordinator, 141-73300-199
Shelia Barker, Social Emotional Coordinator, 141-72120-199
Cindy Putman, Social Academic Interventionist, 141-72120-199
Amy West, CSH/SS Clerical, 141-72120-199

Signature of Person Making Request — Date: 5/15/24

Signature of Director of Schools — Date: 7/16/24

received
07-11-24 MT

Janet Frank
1565 Canada Flatt Road
Cookeville, TN 38506
931-544-1256

Kristy Hunt
258 Wisteria Lane
Sparta, TN 38583
810-516-6013

Shelia Barker
3228 Cherry Creek Rd
Sparta, TN 38583
931-260-0528

Cindy Putman
1505 Doris Drive
Cookeville, TN 38501
931-260-8266

Amy West
1225 Lexus Place
Cookeville, TN 38501
931-319-5268

EXHIBIT
tabbies
VF 10
08-01-24

PCSS Board Agenda Request

Date: May 29, 2024

Department: Future Ready VITAL-Teaching and Learning

Person Submitting: Sam Brooks

Account Number (if appropriate) 141-E-71100-399-01501 at $3900.00 per student

___X___ Backup included

_____ Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval to enter into an agreement with Accelerate Education Inc., Anthem, Arizona for online school at-home curriculum for the 2024-2025 school year to be paid from VITAL: 141-71100-399-01501 ($3,900 per student)

received
07-16-24 MT

FIRST AMENDMENT

TO
EDUCATION SERVICE PROVIDER SERVICES AND LICENSE AGREEMENT

This FIRST AMENDMENT TO EDUCATION SERVICE PROVIDER SERVICES AND LICENSE AGREEMENT (this "1st *Amendment*") dated _____ 2023 between Accelerate Education Incorporated and Putnam County School System.

RECITALS

Whereas, ACCELERATE and Customer entered into an Education Service Provider Services and License Agreement effective as of _____ ("Effective Date"); and Whereas, each of the parties now desire to amend the terms of that Agreement.

Now, therefore, the parties hereto hereby agree as follows.

AGREEMENT

1. Amendments to the Agreement

Exhibit A of the Agreement is hereby amended and restated to read in its entirety as follows:

Exhibit A
Virtual School Services

Accelerate will provide virtual school services, systems and curriculum such as but not limited to the following:

K-5

Curriculum:

Online courses (up to 5 courses per student/per year)
Accelerate Hosted Buzz learning management system
Supplemental reading program for grades K-3

Physical Materials:

Physical workbooks for core subject areas
Grade-level school supply kits for core subject areas
ELA literature books for grades 4-5

Instructional Services:

Tennessee Certified teacher assigned to each course (up to 5 courses per student/per year)
Asynchronous instructional delivery model with regular opportunities for synchronous support and student assessment.

Student Recruitment Services:

Enrollment microsite with branded school collateral
Lead generation via digital advertising
Lead nurturing
Reputation management
Application process support
Call center support

6-8

Curriculum:

Online courses (up to 6 courses per student/per year)
Accelerate Hosted Buzz learning management system
Physical Materials
ELA literature books for grades 6-8
Textbooks for Advanced Placement courses

Instructional Services:

Tennessee Certified teacher assigned to each course (up to 6 courses per student/per year)
Asynchronous instructional delivery model with regular opportunities for synchronous support

Student Recruitment Services:

Enrollment microsite with branded school collateral
Lead generation via digital advertising
Lead nurturing
Reputation management
Application process support
Call center support

Professional Development

Unlimited access to live and on-demand training webinars and resources for administrators and teachers. Includes
Providing virtual administrator training for the program administrators that will be running your day-to-day program
Providing Virtual teacher training for teachers that will be delivering the online courses
Support, Webinars, and PD will be accessible throughout the school year

Exhibit B of the Agreement is hereby amended and restated to read in its entirety as follows:

Exhibit B
Pricing and Payment Schedule

Virtual School Services

Grades K-5
Fees

Grades K-5	Full Year Student	2nd Semester Student	Replacement Student
	$3,981.00	$2,610.00	$870.00

- Full Year Student Licenses include up to 10-semester equivalent courses/ Per Student for the academic school year
- 2nd Semester Student Licenses include up to 5-semester equivalent courses/Per Student for the academic second semester
- Once a student withdraws, the Full Year Student License is open for a Replacement Student

Grades 6-8
Fees

Grades 6-8	Full Year Student	2nd Semester Student	Replacement Student
	$3,809.00	$2,310.00	$420.00

- Full Year Student Licenses include up to 12-semester equivalent courses/ Per Student for the academic school year
- 2nd Semester Student Licenses include up to 6-semester equivalent courses/Per Student for the academic second semester
- Once a student withdraws, the Full Year Student License is open for a Replacement Student

Training

Package Type	Product	Fees
Subscription	Annual Virtual Implementation & PD Package	$2,500

A student will be considered 'active' for purposes of seat licensing once the student has been enrolled into one or more Accelerate courses, except that no seat license will be considered 'active' for an Academic Year until July 15th of the preceding summer.

- Customer will be assessed a Full Year Student Seat License for each student enrolled in the program prior to December 31st of the Academic Year.

- For students enrolled after December 31st of a given Academic Year, Customer will be assessed a 2nd Semester Student Seat License.

- If an enrolled student vacates a Full Year Student Seat License or 2nd Semester Student Seat License during the Academic Year (i.e., due to transfer or withdrawal from the program), the available seat license may be re-assigned to another student for the remainder of the Academic Year. Customer will be assessed a Replacement Student Fee each time a seat license is reassigned.

2. **Miscellaneous**

(a) The headings contained in this Amendment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Amendment.

(b) Except as expressly amended and modified by this Amendment, the Agreement shall continue in full force and effect and is hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the parties hereto have entered into and signed this Amendment as of the date and year first above written.

Accelerate Education Incorporated

By _____
Name: Michael Axtman
Title: President/CEO
Date: _____

Putnam County School System

By _____
Name: _____
Title: _____
Date: _____

ACCELERATE EDUCATION

QUOTE

Bill To:

Sam Brooks

Putnam County School System

1400 E. Spring Street

Cookeville, TN 38506

Submitted By: Lisa Wimmers

Phone:

Date: 6/6/2024

Expiration: 6/6/2024

Quote #: Q02225

0	Grade 6-12 Per Semester Content	Per Semester Course Enrollments. Includes Content and Support on customer's instance of Canvas. Physical Materials not Included.	$39.00	$0.00

Additional Information

- For Per Enrollment courses, each enrollment has a 14-day grace period to drop the student

Subtotal	$0.00
Tax	$0.00
Total	$0.00

Detailed catalogs and course descriptions of the Licensed Materials listed on this quote can be accessed at www.Accelerate.Education within the catalogs section of the web site.

Extra courses if needed and only paid for upon use with students. SJB

Quotation prepared by: Lisa Wimmers

This is a quotation on the goods named above, subject to the conditions of the signed contract.

To accept this quotation, sign here and return: _____

EXHIBIT
tabbies
VF11
08-01-24

Putnam County Board Of Education
Agenda Request

Date: July 16, 2024

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 Health Connect America Inc. and Putnam County School System (PCSS) for the 2024-2025 school year to provide counseling, mental health and/or related services to various clients with PCSS.

Shelia Barker 7/16/24

Signature of Person Making Request Date

Signature of Director of Schools Date

received
07-17-24 MT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") is entered into on August 1, 2024, ("Effective Date") between Health Connect America, Inc. ("Company") and Putnam County Schools ("County").

Company coordinates and provides counseling, mental health, and related services to various clients. County has clients, patients, customers, or others in need of Company's services and wishes to contract with Company for the rendering of same. Accordingly, the parties agree as set forth in this Agreement.

The Term of this Agreement is from August 1, 2024 through July 31, 2025 and will be reviewed and/or amended annually. In the event of termination of this Agreement, each party should give or be given a 30-day notice.

1. *The Services.* Company will provide the services set forth in Schedule A ("the Services") at County's principal location. Company will be the exclusive provider of the Services during the term of this Agreement.

2. *Authorizations.* Company will only provide the Services to those patients, clients, and customers authorized by County to receive same. County shall refer patients to Company (and authorize provision of the Services) in writing. Each patient (or such patient's legal representative) must also consent in writing to receive the Services.

3. *Licensure.* County represents and warrants as follows:
   a. It has all required federal, state, and local licenses (i) to operate the County and (ii) authorizing Company to provide the Services on behalf of County;
   b. It has and will during the term of this Agreement continue to meet all federal, state, and local licensing requirements;
   c. It has not received a notice of revocation or notice of the pendency of revocation, conditional or otherwise, of any license from any government authority;
   d. It will promptly notify Company in the event of any threatened or actual limitation, suspension, or revocation of any license to operate or provide service in the ordinary course of its business; and
   e. All health and safety expectations, cleaning, maintenance, and other costs shall be managed by the County.

4. *Relationship of the Parties.* Nothing herein shall be construed to create the relationship of general or limited partner or joint venture between the parties. Neither party shall hold itself out or represent itself to be the partner, joint venture, employer, or employee of the other. No party shall have the authority, or represent itself as having the authority, to bind the other with respect to any debt, liability, or obligation. In addition, Company and County do not intend to create an employer-employee relationship. County and Company shall coordinate to determine the times at which Company performs the Services. Each party shall be solely responsible for payments of its workers, employees, and subcontractors, and shall pay its own taxes.

5. *Indemnification.* County shall indemnify and hold Company, its owners, shareholders, members, directors, officers, managers, employees, representatives, and agents, harmless from any and all

liabilities, injuries, damages, claims and causes of action of any nature whatsoever except as relate directly to the provision of the Services.

Company policy is not to provide indemnification to any other organization, accepting only responsibility for our professional services provided, and clarifying that each party maintains separate and distinct liabilities for the actions of that party except as required by the other organization in relationship to being listed as an additional insured on our certificate of insurance and the implications therein.

6. *Space.* County shall provide a space within its premises of adequate size and sufficiently private at which Company can provide the Services along with access to internet.

7. *Records.* Upon execution of a release by a patient, client, or customer (or such person's legal representative as appropriate), County shall provide Company with the individual person's file and all medical information kept in the ordinary course of County business. Company shall maintain the confidentiality of all such records in accordance with applicable law (including without limitation the Health Insurance Portability and Accountability Act of 1996 as amended from time to time).

8. *Confidentiality.* Records maintained by Company as part of rendering the services shall remain confidential and will not be shared with anyone, including County, without written authorization from the patient (or such person's legal representative). However, Company will promptly advise County of any information obtained if and to the extent that, in the subjective opinion of Company personnel: a) the individual is deemed at risk of self-harm/suicide, b) the individual is deemed a threat to others, c) the individual is deemed a victim of abuse or neglect.

9. *Equipment and Supplies.* Unless otherwise set forth in this Agreement, Company (or its vendors) will provide the tools and equipment necessary to perform the Services.

10. *Abuse.* County acknowledges that Company is legally bound to report suspected or known abuse or neglect to the appropriate government authorities. Company will provide County with a copy of any report of suspected or known abuse or neglect made to any government body.

11. *Communication.* The parties will communicate regularly and have such meetings as may be necessary for Company to effectively render the Services.
Company employees will be responsible for informing County as to their work schedule. Company employees will not require the approval of the County for leave from work, but Company employees will inform the County when such need arises. Company employees and the designated County contact person will work on a weekly basis to make sure communication is clear, any situations/issues are handled, and referrals are responded to in a timely manner.

12. *Coordination of Care.* The parties will work collaboratively to ensure that the client's needs and preferences for services and information sharing across people, functioning, and sites are met throughout the duration of this agreement. The parties will also work collaboratively to address potential gaps in meeting the client's interrelated medical, social, developmental, behavioral, educational, informal support system, and financial needs in order to achieve optimal health and wellness outcomes, according to the client's preferences.

13. *Compliance with Employment Laws.* Provider represents and warrants that it (i) complies with all applicable anti-discrimination laws, including without limitation prohibitions against discrimination in hiring based on race, gender, religion, national origin, sexual orientation, and any other such classification and (ii) it includes notice of this anti-discrimination policy in all solicitations and advertisements for employment as required by law.

14. *Service Providers.* Provider subjects all applicants for employment and employees to submit to a criminal background check as required by state and federal requirements prior to permitting such person to enter school grounds or have contact with children.

15. *Miscellaneous.* This Agreement shall inure to the benefit of each party, its successors and assigns, and shall be binding on each party and its successors and assigns. Neither party may assign or delegate its rights or obligations under this Agreement without the prior written consent of the other party. Any assignment made without such written consent shall be void. If either party files suit with respect to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recoup from the other its costs, including without limitation its reasonable attorneys' fees, in bringing or defending such proceedings. Each party acknowledges the receipt and sufficiency of the consideration set forth in this Agreement. In no event shall either party be liable to the other for any incidental, indirect, special, consequential, or punitive damages, regardless of the nature of the claim or liabilities to third parties arising from any source, even if the party to this Agreement has been advised of the possibility of damages. This Agreement shall be construed pursuant to the laws of Tennessee without regard to that jurisdiction's choice of law provisions. Any lawsuit brought to interpret or enforce the provisions hereof shall be filed in the federal or state courts with jurisdiction over (and where appropriate venue lies in) Nashville, Tennessee. Each party waives any defense of lack of personal jurisdiction, improper venue, or *forum non conveniens*. This Agreement represents the entire understanding by and between the parties, and supersedes any other representations, promises, or statements not wholly consistent herewith. This Agreement may only be modified by a writing signed by both parties. Neither party shall be liable to the other if the performance of any obligation hereunder is rendered impossible by any circumstance beyond its control and not created by its own act or omission, including flood, fire, and other natural disasters, war, riot or social unrest, work stoppage, act of terrorism, and Acts of God. Each party shall resume performance pursuant to the provisions of this Agreement upon the abatement of the *force majeure*. Each party hereby represents and warrants that (i) it has the legal right and authority to enter into and perform the obligations set forth in this Agreement, (ii) execution and performance of this Agreement will not violate any valid court order or applicable law or legal provision or constitute a breach of any contract or other obligation of such party, (iii) there is no other reason, currently existing or anticipated, that would render it unable to fully perform its obligations hereunder, and (iv) that this Agreement, upon execution and delivery, shall constitute a valid and binding obligation of each party and will be enforceable against such party pursuant to its terms. The provisions of this Agreement are severable. Should any part or portion hereof be deemed void or unenforceable by a court of competent jurisdiction, the remaining parts and portion shall remain in full force and effect. Failure of a party to enforce any provision of this Agreement shall not constitute a waiver of such provisions or of the right of a party at any time to avail itself of such remedies as it may have for any breach or breaches of such provision.

In agreement with the provisions of this Memorandum of Understanding, the parties affix their signatures and titles in the space provided.

_____

Signature of Representative of Company / Date

_____

Signature of Representative of County / Date

Schedule A

This Agreement covers arrangements for mental health services to be placed Putnam County Schools.

Mental Health Services

Company will provide the following services: School-based mental health services for the clients suffering with mental health and/or substance abuse issues to be available at school. Company will provide access to mental health service's year-round, including availability on school breaks including holidays and summer.

School-based outpatient counseling services will be provided by master's level therapists to students of Putnam County Schools during the school day. Company staff will seek to remove students with limited disruption to academic coursework for outpatient mental health services to occur throughout the school day. Company staff will be available to assist when mental health crises arise at schools.

Company, in cooperation with County, will make written information about school based mental health services available to parents.

Company and County personnel are responsible for maintaining student confidentiality as guided by HIPAA (the Health Insurance Portability and Accountability Act) and FERPA (the Family Educational Rights and Privacy Act).

When a student is referred by County administrators or counselors, the County will inform the family of the availability of school-based outpatient services; however, Company staff must follow crisis protocol as set forth by state regulations. Upon receiving a referral for school-based services, Company will notify the County administrator or counselor who completed the referral of admission and parental consent. Company staff will complete comprehensive mental health assessments for appropriate admission into outpatient mental health services including appropriate admission to higher level programs. If Company is unable to provide mental health services that fit the needs of the client, Company staff will connect the student and family with appropriate mental health services and may refer to other levels of care based on medical necessity.

Company plans to provide additional services to students and families on an "as-needed basis" to all students that exhibit a medical necessity for higher level of care. Utilizing TennCare, Company will be able to provide intensive in-home/schools services, case management, medication management, and/or intensive outpatient services. These services require the individual to demonstrate a significant time-limited, weakening of his or her support system and ability to function independently or within the current support system. For students needing psychiatric services or a higher level of care, guardians will be contacted, and appropriate referrals made within and outside of Company based on the individual's needs.

Payers for Mental Health Services

Company will utilize client's insurance to cover the cost of school-based mental health services. The primary payer source is the Bureau of TennCare through Company contracts with the three statewide managed care organizations. Company is in good standing for all three TennCare MCOs. Additional insurances will be utilized based on in-network options with Company. If insurance is not available,

clients will be charged a fee of $50 per session that is the responsibility of the parent. County is not responsible for any payment for Company services provided.

EXHIBIT
tabbies
VF12
08-01-24

Putnam County Board Of Education
Agenda Request

Date: July 16, 2024

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 Agreement (MOA) between Volunteer Behavioral Health Care System (VBHCS) and Putnam County School System (PCSS) for the 2024-2025 school year to provide the Positive Action prevention program to students from grades 4 to grade 12.

Shel Bar 7/16/24

Signature of Person Making Request Date

Signature of Director of Schools Date

received
07-17-24 MF

MEMORANDUM OF AGREEMENT
Between
Volunteer Behavioral Health Care System
And
Putnam County Board of Education

A. This Memorandum of Agreement (MOA) documents the cooperation in the conduct of Positive Action prevention program at participating Putnam County Schools, to begin during the 2024-2025 school year, between Volunteer Behavioral Health Care System (hereinafter referred to as "VBHCS") and Putnam County School District, each referred to as the "Party" and collectively as the "Parties" herein.

B. By this agreement, both parties understand and affirm that:

1. Positive Action prevention program is a school-based alcohol and drug abuse prevention program based on the philosophy that when we think positive thoughts and have positive feelings about ourselves, we will make positive decisions; and our actions in our daily life will be positive. The program can serve students from grade 4 to grade 12 in school and court settings. Program activities provided by a trained Positive Action Prevention Specialist (PS) include classroom group settings and/or virtual group activities focusing on mental health education, life skills, alcohol and drug abuse education, and other social skills lessons to build resiliency among our children and youth. All Positive Action services are provided at no charge to service recipients.

2. Positive Action is a program of VBHCS, which assumes responsibility for services and the actions of agency staff assigned to the program. Positive Action staff will pass a background check agreeable to both parties at the expense of VBHCS.

3. The Positive Action program recommends a minimum of twelve (12) hours of service for each group/participant. The group sessions can range from 30-minute sessions to 90-minute sessions in a school or court setting. The specialists will conduct lessons in person or virtually using the Positive Action Curriculum, which is an evidence-based curriculum. This service will be provided by the PS in compliance with accepted educational practices and with regard to the instructional needs of Putnam County School District. These presentations are ideally held in the classroom setting with the teacher present, but under the COVID-19 restrictions, services can be provided virtually through email, google classroom, lesson packets, or other methods the school requests. Final implementation timeline of the program will be determined through collaboration with site administration and/or staff designated by site administration.

4. The Positive Action program is allowed into Putnam County School District classrooms, however each school site principal reserves the right to allow or deny the program into their school.

5. The Positive Action program will not interfere with and/or take away from instructional time for tested subjects.

6. Parental consent must be obtained for each potential group participant. If written consent cannot be obtained due to COVID-19 restrictions, verbal consent from the parent to the child's teacher, school counselor, or other designated school staff is allowed. If consent is given verbally, the Positive Action staff must have documentation supporting the verbal consent (email confirmation, written date and time by school staff accepting consent).

7. Protection of the privacy of the individual is an obligation in the conduct of Positive Action Prevention Specialists. Therefore, all transactions between thePrevention Specialist and individual students, parents, and school staff shall be confidential, except where protection of a child's welfare or orderly operation of the school are at risk, or where statute requires suspension of confidence, or where precedence of law or professional ethics permits suspension of confidence.

8. As the Positive Action Prevention Program is a grant-funded program, it is required to collect pre- and post-survey information to measure program effectiveness. The surveys are confidential and will not include student/participant names to ensure anonymity.

9. The Positive Action program is intended to enhance the school service of participating schools and therefore will not replace existing or future guidance and counseling, special education, student health, or institutional programs.

10. Operation of Positive Action prevention program is funded by a grant through the TN Department of Mental Health and Substance Abuse Services and through contract with VBHCS and is, therefore, subject to the regulations of this contract and limited by the availability of the contract funds.

C. Toward accomplishment of this cooperation, Putnam County School District agrees that:

1. The PS assigned to Positive Action will have access to the building and campus of participating schools, subject to the same usual regulations for school staff.

2. The staff of participating schools will coordinate scheduling of classroom activities with Positive Action staff in accordance with program session details listed in Section B.3. of this Agreement.

3. All students participating in the Positive Action Program require parental permission. Parental consent forms will be collected before the program begins.

4. Students may be released from class to receive services from Positive Action staff at the teacher's discretion.

5. At the beginning of the school year, the principal will schedule a time for the PS to conduct a briefing about Positive Action for all staff of participating schools. The briefing will include an introduction of the PS, an overview of the Positive Action program, role

and responsibilities of the PS, program expectations, and an explanation of services to be provided.

D. Volunteer Behavioral Health Care System agrees that:

1. VBHCS will provide a qualified person as a Prevention Specialist (PS) to conduct all Positive Action services at participating schools.

2. VBHCS will provide adequate liability insurance coverage for the activities of the PS.

3. The PS shall be responsible to the principal of participating schools for his/her conduct while on campus. Any concerns that arise should be reported by the principal to the PS' direct clinical supervisor and program director at VBHCS.

4. The PS will coordinate delivery of services with the school staff to minimize disruption of usual school procedures and activities.

5. The PS will obtain parental permission as necessary to the delivery of services to students.

6. The agency will provide the PS with adequate supplies for the conduct of all Positive Action services.

7. There exists the possibility of confusion of Positive Action services with school services because of its location on campus. Therefore, all communications by VBHCS, the PS, and other agency staff shall clearly represent Positive Action as a program of VBHCS.

8. All news releases about the operation of Positive Action at participating schools will be submitted to the principal for review of accuracy prior to publication.

9. The Vice President of Specialized Grants and Services and their designee to coordinate operations of Positive Action shall monitor the program at participating schools to assure effective, professional operations and shall be available to participating schools to resolve any related conflicts.

10. VBHCS shall comply with the background check requirement of T.C.A. § 49-5-413(d) for all employees of VBHCS that will have access to school grounds when children are present. VBHCS shall provide a copy of the background check before any employee of VBHCS will be given access to school grounds.

E. **TERM AND TERMINATION OF MOA:** The term of this Agreement is for the period starting date of signage and ending June 30, 2025. At the end of this initial term, and annually for each year following, this MOA 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 MOA may be revised in accordance with each organization's need if both Parties are in agreement of

such revisions. This MOA may be amended only by an instrument in writing signed by the Parties hereto.

F. **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.

G. **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.

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

PUTNAM COUNTY BOARD OF EDUCATION	VOLUNTEER BEHAVIORAL HEALTH CARE SYSTEM
_____	_____
Corby King Director of Schools	Phyllis Persinger President/CEO
DATE_____	DATE_____

EXHIBIT
tabbies
VF13
08-01-24

Putnam County Board Of Education
Agenda Request

Date: July 16, 2024

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 System (VBHCS) and Putnam County School System (PCSS) for the 2024-2025 school year to provide counseling, mental health and/or related services to various clients with PCSS.

Shelia Barker 7/16/24

Signature of Person Making Request Date

Signature of Director of Schools Date

received
07-17-24 MF

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 four **(4)** FTE Liaison(s) 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(s) 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 determined by the school;
    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 determined by the school;
    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 four (4) FTE of a 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 as described in the Scope of Services (Attachment A).

    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 and collaboration with school administration, school counselors, school social workers, teachers, School Resource officers and other personnel 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 Operational Supervisor (Program Director) and/or 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, 2025. 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	VOLUNTEER BEHAVIORAL HEALTH CARE SYSTEM
_____ Corby King Director of Schools	_____ Phyllis Persinger CEO/President
DATE_____	DATE_____

EXHIBIT
tabbies
VF14
08-01-24

Putnam County Board Of Education
Agenda Request

Date: July 16, 2024

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 Agreement (MOA) between Volunteer Behavioral Health Care System (VBHCS) and Putnam County School System (PCSS) for the 2024-2025 school year to conduct Project B.A.S.I.C. which entails various mental health curriculum presentations within the classroom setting at Northeast Elementary School.

Shelia Barker 7/16/24

Signature of Person Making Request Date

Signature of Director of Schools Date

received
07-17-24 mt

Project B.A.S.I.C.
Better Attitudes & Skills In Children

MEMORANDUM OF AGREEMENT

A. This Memorandum of Agreement (MOA) documents the cooperation in the conduct of Project B.A.S.I.C. at Northeast Elementary during the 2024-2025, 2025-2026, 2026-2027 school year(s), between Volunteer Behavioral Health Care System (hereinafter referred to as "VBHCS") and Putnam County School System, each referred to as the "Party" and collectively as the "Parties" herein.

B. By this agreement, both parties understand and affirm that:

1. Project B.A.S.I.C. (Better Attitudes and Skills in Children) is a school-based mental health early intervention and prevention program based on the Pyramid Model framework which seeks to encourage the healthy psychological and social development of elementary school-aged children, with a special focus on children in Kindergarten through Third grade. Program activities provided by a Child Development Specialist (CDS) include: mental health education, early identification of mental health concerns, referrals to community service providers, teacher consultation/coaching in Pyramid Model practices, and a school climate enhancement project. All Project B.A.S.I.C. services are provided at no charge to service recipients.

2. Project B.A.S.I.C. is a program of VBHCS which assumes responsibility of services and the actions of agency staff assigned to the program.

3. Project B.A.S.I.C. shall conduct twelve mental health curriculum presentations in each classroom served that promote social-emotional literacy and skills. This service will be provided by the CDS in compliance with accepted educational practice and with regard to the instructional needs of Northeast Elementary. These presentations are ideally held in the classroom setting with the teacher present. The CDS is not a teacher and should not be expected to hold a regular spot within the specials' rotation. If put in specials' rotation, Northeast Elementary is responsible for arranging coverage when CDS is absent or cancels the class.

4. Project B.A.S.I.C. shall provide support and other educational opportunities to individuals and/or small groups of students at Northeast Elementary in order to assist in developing effective coping skills, to assess for potential Serious Emotional Disturbances (SED), and/or to improve social-emotional skills. The CDS will only provide individual support to a student when the CDS has received a referral for the student and has obtained parent permission. The only exception to this is in the event of a one-time crisis contact. These services shall be provided on the premises of the school.

5. Project B.A.S.I.C. shall provide individual or group consultation on Pyramid Model practices to the teachers and staff of Northeast Elementary in order to increase their ability to more effectively support students who have or at risk of developing an SED. Consultation can be child-focused, providing strategies to assist teachers in supporting individual children with problematic behaviors, or classroom-focused, building teachers' capacity to manage challenging behaviors within the classroom. The CDS is meant to provide support to teachers and school staff through these consultations in order to increase their skills. Consultation sessions are not meant to evaluate teaching ability.

6. Project B.A.S.I.C. shall provide assessment and referral services for students at Northeast Elementary who are referred to the program and are at-risk of developing a Serious Emotional Disturbance (SED). This service shall be provided on the premise of the school.

7. Protection of the privacy of the individual is an obligation in the conduct of Project B.A.S.I.C. Therefore, transactions between the CDS and individual students, parents, and school staff shall be confidential, except where protection of a child's welfare or orderly operation of the school are at risk, of where statute requires suspension of confidence or where precedence of law or professional ethics permits suspension of confidence.

8. Project B.A.S.I.C. is intended to enhance and support the school service of Northeast Elementary and will not replace existing or future guidance and counseling, special education, student health, or institutional programs.

9. Operation of Project B.A.S.I.C. is funded by a grant through the TN Dept. of Mental Health and Substance Abuse Services and through contract with VBHCS and is, therefore, subject to the regulations of this contract and limited by the availability of the contract funds.

C. Toward accomplishment of this contract, Putnam County School System and Northeast Elementary agree that:

1. The CDS assigned to Project B.A.S.I.C. will have access to the building and campus of Elementary, subject to the same usual regulations for school staff.

2. Teachers of Northeast Elementary will coordinate scheduling of classroom activities with Project B.A.S.I.C. staff.

3. All staff of Northeast Elementary may refer students for services directly to Project B.A.S.I.C. staff.

4. The initial meeting between the CDS and a student of Northeast Elementary requires parental permission, except in the case of an emergency or crisis. If additional meetings between the CDS and student are requested by school staff or the student after a crisis, the student must be referred to the CDS, and the CDS must obtain parent permission before additional meetings can occur.

5. Students may be released from class to receive services from Project B.A.S.I.C. staff at the teacher's discretion.

6. The principal of Northeast Elementary may provide Project B.A.S.I.C. staff with information about student grades, disciplinary actions/FBAs, and attendance after the CDS has obtained parent permission for services, if such information is necessary to assessment of the student's need for services by Project B.A.S.I.C. The confidentiality of the information is protected.

7. An appropriate location at Northeast Elementary, including a confidential work space and furnishings, if possible, will be provided for use by the CDS in provision of program services including: individual meetings with students, consultations with teachers/school staff, and other program responsibilities.

8. Project B.A.S.I.C. staff will have access to school telephones in a confidential location, to place and receive calls.

9. Project BASIC staff will supply their own materials, but would appreciate the use of school equipment.

10. At the beginning of the school year, the Principal will schedule a time for the CDS to conduct a briefing about Project B.A.S.I.C. for all staff of Northeast Elementary. The briefing will include an introduction of the employee assigned to the project, an overview of the Project B.A.S.I.C. program, roles and responsibilities of the CDS, program expectations, and an explanation of services to be provided to both students and teachers.

D. VBHCS agrees that:

1. VBHCS will provide a qualified person as a Child Development Specialist (CDS) to conduct all Project B.A.S.I.C. services at Northeast Elementary.

2. VBHCS will make the CDS available on the premises of Northeast Elementary at least four days per week except in the case of school holidays, meetings or trainings related to Project B.A.S.I.C., or short-term illness of the CDS.

3. VBHCS will provide adequate general and professional liability insurance coverage as required by the grantor for the activities of the CDS. VBHCS shall secure and keep in force during the term of this agreement the following:
   - Commercial general liability coverage with minimum liability limits of $1,000000 per claim. $1,000,000 per incident, and $3,000,000 aggregate.
   - Works Compensation coverage, regardless of requirement by state statute.

4. The CDS shall be responsible to the principal of Northeast Elementary for his/her conduct while on campus. Any concerns that arise should be reported by the principal to the CDS' direct clinical supervisor at VBHCS and to the appropriate Regional B.A.S.I.C. Coordinator, Melanie O'Dowd at odowdml@ridgeview.com.

5. The CDS will coordinate delivery of services with the school staff to minimize disruption of usual school procedures and activities.

6. The CDS will obtain parental permission as necessary to the delivery of services to students.

7. The agency will provide the CDS with adequate supplies for the conduct of all Project B.A.S.I.C. services.

8. There exists the possibility of confusion of Project B.A.S.I.C. services with school services because of its location on campus. Therefore, all communications by VBHCS, the CDS, and other agency staff shall clearly represent Project B.A.S.I.C. as a program of VBHCS.
9. All news releases about operations of Project B.A.S.I.C. at Northeast Elementary will be submitted to the Principal for review of accuracy prior to publication.

10. The Vice President of Specialized Grants and Services, his/her designee to coordinate operations of Project B.A.S.I.C., and the Regional Coordinator for Project B.A.S.I.C. shall monitor the program at Northeast Elementary to assure effective, professional operations and shall be available to Northeast Elementary to resolve any related conflicts.

11. VBHCS shall comply with the background check requirement of T.C.A. § 49-5-413(d) for all employees of VBHCS that will have access to school grounds when children are present. VBHCS shall provide a copy of the background check before any employee of VBHCS will be given access to school grounds.

E. This agreement shall be in effect upon signature of the responsible agents of VBHCS and Bedford County Schools and Northeast Elementary or until cancellation. Either party may cancel the agreement after transmission of a written declaration of intent to the other at least 30 days prior to the effective date of cancellation.

F. **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.

G. **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.

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	VOLUNTEER BEHAVIORAL HEALTH CARE SYSTEM
_____	_____
Corby King Director of Schools	Phyllis Persinger President/CEO
DATE_____	DATE_____

_____

Dr. Melissa Palk
Principal- Northeast Elementary

DATE_____

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EXHIBIT
tabbies
VF15
08-01-24

Putnam County Board Of Education
Agenda Request

Date: July 16, 2024

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 Communities in Schools of Tennessee, Inc. and Putnam County School System (PCSS) for the 2024-2025 school year to coordinate partnerships among service agencies, business organizations, community members and the school to effectively provide the vital non academic resources and supports that youth need to succeed and stay on the path of graduation in Park View Elementary, Cornerstone Elementary and Cane Creek Elementary.

Shelia Barker 7/16/24

Signature of Person Making Request Date

Signature of Director of Schools Date

received
07-17-24 MT

Communities In Schools
Tennessee

Memorandum of Understanding
Communities In Schools of Tennessee, Inc.
and Cornerstone Elementary School

I. Background and Introduction

This document defines the relationship and responsibilities of Communities In Schools of Tennessee, Inc. (CISTN) and Cornerstone Elementary School (School). The following agreement is designed to assist CISTN and Cornerstone Elementary School in the effective delivery of integrated student supports.

These integrated student supports will typically be provided in the school community but may also be provided virtually in the case of unforeseen events such as a pandemic or natural disaster.

The mission of Communities In Schools is to surround students and families with a community of support, empowering students to stay in school and achieve in life. CISTN establishes and coordinates partnerships among service agencies, business organizations, community members, and the school to effectively provide the vital non-academic resources and supports that youth need to succeed and stay on the path to graduation. CISTN will provide a Program Manager to work in the school with students, staff, and families. Through case management and the development of community partnerships, the Program Manager will bring comprehensive resources and supports into the school to address school-wide and individual student needs.

Through program and case management the Program Manager will connect the school and students with the following tiers of support, which address school wide as well as individual needs.

- **Tier I**: Widely available services designed to foster a positive school climate and address school-level risk factors.
- **Tier II**: Targeted services typically provided in a group setting to case managed students with a common need.
- **Tier III**: Intensive, individualized services typically provided in a one-on-one setting to case managed students with highly specific needs.

The successful delivery of the CISTN program depends upon a clear understanding regarding the use of dedicated CISTN staff. Through this MOU, both parties mutually agree that oversight of the program rests with CISTN program management, and adherence to the model is critical to the success of the students. CISTN Program Manager are expected to spend their time with activities directly aligned with School Support Plan goals, and any deviation from that must be discussed with and agreed upon by CISTN program management.

Through the work of CIS, partnerships are built that bring comprehensive resources and supports into the school to meet the needs of at-risk students and address risk factors related to drop-out. Additional information about the CIS model can be found in Attachment A.

II. Deliverables

In support of their mutual goals and missions, Communities In Schools of Tennessee and «School» agree to the following:

Communities In Schools
Tennessee

Communities In Schools of Tennessee will:	**Cornerstone Elementary School will:**
1. Provide a full-time CIS Program Manager (PM) on campus and/or virtually in accordance with the school calendar to complete the following: • Build community partnerships to address needs identified in CIS Annual Needs Assessment; • Connect and provide all three tiers of integrated student supports aligned with CIS School Support Plan and individual Student Support Plans; i. Tier 1 – whole school supports ii. Tier 2 – small group intervention for case managed students iii. Tier 3 – individualized support for case managed students • Serve as a liaison to school administrators while working with community organizations and volunteers.	1. Commit to supporting the full implementation of the CIS model, • Actively engaging with CIS Program Manager (PM) on efforts that fall within the CIS mission • Supporting PM in providing all three tiers of integrated student supports aligned with CIS School Support Plan and Individual Student Support Plans i. Tier 1 – whole school supports ii. Tier 2 – small group intervention for case managed students iii. Tier 3 – individualized support for case managed students • Ensure that the PM is integrated into the school community as a valued partner. The principal will serve as a primary point of contact for PM and liaison to CISTN program leadership.
2. Support successful implementation of the CIS model by sharing program information with school staff during professional development and/or faculty/staff meetings at a minimum of 4 times per school year. Newly placed PM's will attend first available professional development after placement at school to introduce themselves and share program information. Additionally, PM will participate in faculty/staff meetings as needed	2. Assist school staff in understanding the PM's role and referral process by providing PM dedicated time during professional development and/or faculty/staff meetings at a minimum of 4 times per school year. Provide newly placed PM's dedicated time at first available professional development after placement at school to introduce themselves and share program information. Additionally, include PM in regularly scheduled faculty/staff meetings relevant to PM's role.
3. Ensure that all adults having direct contact with students on behalf of CISTN have undergone the appropriate criminal background checks in accordance with CIS, school and/or district policies. Direct contact is defined as volunteer opportunities in which the volunteer works independently with students without CIS direct supervision. Examples include, but no limited to, lunch buddies or reading buddies.	3. Assist CISTN, if needed, in securing the necessary resources for background checks in accordance with school and/or district policies.
4. Observe and formally evaluate the PM's capacity, competencies, and contributions during a 90-day introductory period of employment and at the end of the school year.	4. Maintain open communication with the PM and CISTN leadership and provide timely feedback regarding progress and challenges when delivering supports.
5. Work collaboratively with school principal and identified leadership to conduct a school wide Needs	5. Work collaboratively with PM on an annual needs assessment by sharing existing needs assessments, current student data, and school improvement plans.

Communities In Schools
Tennessee

Assessment and develop a School Support Plan to address identified needs in-person and/or virtually.	
6. Establish and/or identify members of a School Support Team that may include school staff, leadership, and others to inform and monitor the School Support Plan and to offer guidance and assistance in delivering the three tiers of support.	6. Work with the PM to establish/designate School Support Team members who will assist in the delivery of the CIS model. Actively support and advance the coordinated efforts of the School Support Team throughout the year.
7. Implement CIS School Support Plan strategies throughout the year to address identified needs.	7. Assist PM in development of annual goals and in identifying community partners that can provide aligned services to support the implementation School Support Plan.
8. Maintain the security and confidentiality of all student information.	8. Provide direct access to the student data management system, along with login, training, and tech support, for the purpose of monitoring and evaluating progress of individual case managed students with signed parent/guardian consent forms. Provide and ensure access to both aggregate and case-managed student level data for the following: attendance, grades, behavior incidents, promotion/graduation status, school demographic data, free and reduced lunch qualification data, and any additional data points as deemed necessary. Understand CIS will enter relevant student data into the CIS data management system.
9. Develop and manage a consistent, school-specific referral process for school staff, parents/families, and School Support Team members to use when referring students for CISTN targeted/intensive case management services, whether at school or virtual. If CISTN has access to Early Warning Indicator data, then the PM will work with the school to review student data (attendance, behavior, academics) on a regular basis to identify students who might benefit most from CISTN case management services. Understand that student referrals can be made by the CIS site coordinator, school faculty, parents, or by the student themselves. Program Managers must assess all students to determine if they meet the requirements to receive case management services. PM is expected to case manage 10% of the student enrollment up to 50 students per PM.	9. Work with the Program Manager and other school staff to establish and maintain a consistent, school-specific referral process for CISTN targeted/intensive case management services. If school has access to Early Warning Indicator data, then the school will work with the PM to review student data (attendance, behavior, academics) on a regular basis to identify students who might benefit most from CISTN case management services. Understand that student referrals can be made by the CIS site coordinator, school faculty, parents, or by the student themselves. Program Managers must assess all students to determine if they meet the requirements to receive case management services.
10. Provide regular and timely reports on both the progress toward annual School Support Plan goals and	10. Principal will participate in quarterly partnership meetings with the Program Manager and Program

individual student progress, as well as a summary of all outcomes in an end-of-year report.	Director to review data and discuss progress toward agreed upon School Support Plan goals.
11. In the unlikely event that a formal CISTN employee or volunteer investigation is warranted, CISTN will remove personnel or volunteers while investigation is underway and until the matter is settled to the satisfaction of the school site and CISTN.	11. Work with CISTN in arbitration of problems arising with CISTN employee or volunteer, as needed.
12. Provide the PM with programmatic materials, computer, and office supplies. Provide the PM with offsite, CISTN-led professional learning opportunities at a minimum of one (1) full day a month.	12. In each of the schools identified, provide the PM with private, non-shared office space in order to maintain confidentiality during case management, groups or crisis intervention. Additionally, schools must provide a phone, desk, office chair, Internet access, and printing access and capability. Lack of private, non-shared space may impact the ability to effectively deliver CISTN services. Should a private office or classroom not be available, and the PM must utilize a shared space, every effort should be made to find private space that can be reserved where confidentiality can be maintained. In the event that the PM office space must be relocated, the change will be communicated to the Program Manager and Program Director prior to the move. Recognize that the PM participates in offsite, CISTN-led professional development learning opportunities at a minimum of one (1) full day a month.
13. Agree to market and promote the school in its marketing materials.	13. Agree to market and promote CISTN in its marketing materials.

III. Payment

Annual payment of $ 20,000 will be made to CISTN. Payment will be due to CISTN within 30 days of receipt of invoices. Invoice will be sent in August.

IV. Duration

This agreement is effective July 1, 2024 for the duration of 12 months and will automatically renew for subsequent 12-month terms in the absence of notice by either party 30 days prior to the renewal date.

V. Authorized Representative

The Chief Program Officer, Tiffany Patton, is authorized to serve as MOU Manager on behalf of CIS-TN. The school principal will serve as the MOU Manager and the primary point of operational contact for the administration and operation of this MOU on behalf of the school. Any deviation from the project deliverables contained in the Scope of Work must be approved in writing in advance by the MOU Managers and will require an addendum to this MOU.

VI. Modifications

Communities In Schools
Tennessee

This agreement may be amended by an agreement in writing executed by authorized representative of Communities In Schools of Tennessee and Cornerstone Elementary School.

Communities In Schools of Tennessee:

By:_____
CISTN CEO

Date:_____

«School»:

By:_____
Principal

Date: _____

Communities In Schools
Tennessee

Attachment A

OUR UNIQUE MODEL



CIS AFFILIATES

Hires and trains site coordinators, brings the CIS model to schools in need and mobilizes partners to provide resources.



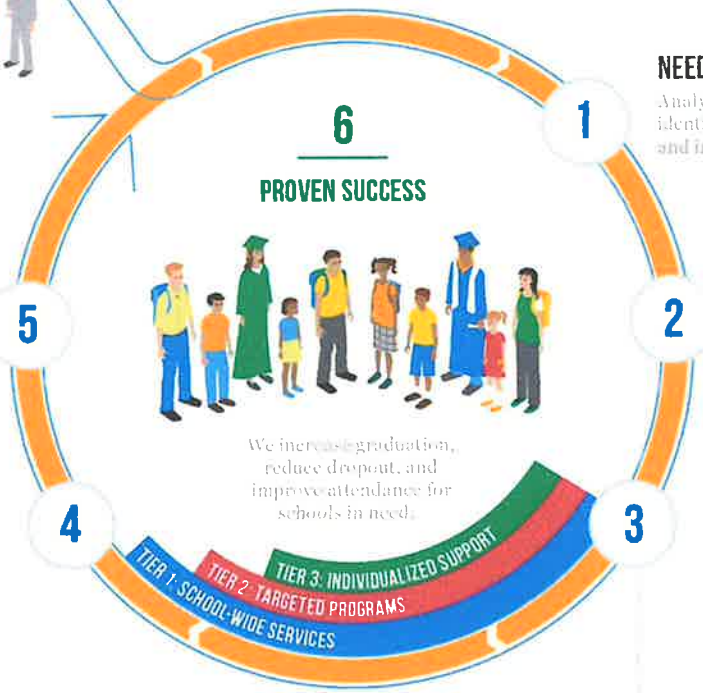
SITE COORDINATORS

A trained professional who works with school administrators to assess needs, develop a plan and build a team to provide supports to schools and students.



COLLABORATIVE PARTNERS

Schools, businesses and community agencies all work together with site coordinator to deliver supports to students and families.



NEEDS ASSESSMENT

Analyze multiple sources of data to identify the key needs of the school and individual students.

PLANNING

Site coordinators lead their school support team to develop a plan to prioritize supports that address academic and non-academic needs.

INTEGRATED STUDENT SUPPORTS

Site coordinator and partners deliver tiers of support to the school, students and their families.

MONITORING & ADJUSTING

Site coordinator continuously monitors student and school progress and adjusts supports to optimize results.

EVALUATION

Continuous assessment of partners and student supports by the CIS affiliate to demonstrate results and improve practice.

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ACADEMIC ASSISTANCE
BASIC NEEDS
BEHAVIORAL INTERVENTIONS
COLLEGE & CAREER PREP
COMMUNITY & SERVICE LEARNING
ENRICHMENT
FAMILY ENGAGEMENT
LIFE SKILLS
MENTAL HEALTH
PHYSICAL HEALTH

Communities In Schools

Communities In Schools
Tennessee

Tiers of Support

Tiers of support apply to the services Communities In Schools provides, brokers, and coordinates. Groups of students are described separately below.

Tier 1

Widely available services designed to foster a positive school climate and address school-level risk factors.

- *Possible examples: schoolwide assembly promoting strong attendance; family engagement opportunities that are linked to learning; college fair; schoolwide restorative practices and strategies; healthy cooking classes for families*

Tier 2

Targeted programs typically provided in a group setting to case managed students with a common need.

- *Possible examples: academic assistance, leadership/empowerment group, attendance monitoring*

Tier 3

Intensive, individualized support typically provided in a one-on-one setting to case managed students with highly specific needs.

- *Possible examples: one-on-one mentoring, mental health counseling, intensive vision work*

EXHIBIT
tabbies VF16
08-01-24

Putnam County Board Of Education
Agenda Request

Date: July 16, 2024

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 Centerstone of Tennessee, Inc. and Putnam County School System (PCSS) for the 2024-2025 school year to provide consultation, support and/or training as deemed necessary for faculty, staff and students of PCSS.

Shelia Barker 7/16/24

Signature of Person Making Request Date

Signature of Director of Schools Date

received
07-17-24 MT

MEMORANDUM OF UNDERSTANDING

The School-Based Therapy division of **Centerstone of Tennessee, Inc.** agrees to enter into an annually renewable agreement with **Putnam County**. **Centerstone** will employ staff that will provide School-Based Therapy (mental health services) in designated sites within **Putnam County** as agreed upon by both parties. The staff will consist of **Centerstone** employee(s) and will have training and qualifications to work effectively with school age children who have emotional and behavioral challenges.

Putnam County will:

- Provide a suitable private space for individual therapy sessions
- Develop a referral system for **Centerstone** School-Based Therapy services
- Support the therapy services by allowing the Therapist access to the students and classrooms when needed
- Include Therapist in IEP meetings, S-teams, and other meetings as appropriate
- Inform parents/guardians of the services when a student enters the school
- Provide feedback on the performance of the School-Based Therapist as requested
- Provide a locking file cabinet for storage of confidential information

Centerstone will:

- Provide Therapist(s) to serve the **Putnam County** (any change from part-time to full-time status and/or number of staff will be determined by need, and the maintenance of individual positions will be contingent upon the Therapist maintaining a full caseload)
- Provide administrative and clinical supervision for staff weekly
- Provide liability insurance as required by law
- Maintain caseloads that meet insurance requirements
- Facilitate access and referrals to other clinic and/or community-based services
- Provide individual and/or family therapy services (group therapy may also be provided on occasion to some identified clients as clinically appropriate and at the discretion of **Centerstone**)
- Conduct home visits as needed
- Provide teacher consultation, support and training as deemed necessary
- Safeguard all rights of the child as legally and ethically required
- Communicate on a regular basis with designated administrative personnel in order to improve coordination of services
- Coordinate services between the child's mental health provider(s) and other pertinent community staff
- Communicate with parents/guardians regarding students' behavior as necessary
- Keep all documentation (progress notes, care plans, assessments) in **Centerstone**'s electronic medical record
- Ensure staff has access to a cell phone and laptop

Centerstone's School-Based Therapist(s) hired to work within **Putnam County** will meet all standards set by **Centerstone**'s credentialing committee to ensure candidates have met all new hire requirements. These requirements will comply with **Putnam County** hiring policies, and **Centerstone** will be able to produce the required documentation if requested.

Centerstone utilizes Screening One as our background check vendor. Our standard background check includes searches on motor vehicle records, social security death master index, county criminal records, state criminal records, national criminal records (including national sex offender search), education verification, and health care sanctions (from the Office of the Inspector General). In addition to the standard background report, we check the following databases individually: General Services Administration, National Sex Offender, Tennessee Drug Registry, Tennessee Elder Abuse Registry, and Tennessee Child Protective Services Database.

This agreement will take effect **July 31st 2024** and will automatically renew each year unless written notification is submitted. **Centerstone** and/or Putnam County may cancel this agreement with ninety days written notice.

Chair of the Board — Date
Putnam County Board of Education

Director of Schools — Date
Putnam County

Daniel F. Mansfield — 06/24/2024

Regional Vice President — Date
Centerstone

EXHIBIT
tabbies
VF17
08-01-24

Putnam County Board Of Education
Agenda Request

Date: July 16, 2024

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 Communities in Schools of Tennessee, Inc. and Putnam County School System (PCSS) for the 2024-2025 school year to coordinate partnerships among service agencies, business organizations, community members and the school to effectively provide the vital non academic resources and supports that youth need to succeed and stay on the path of graduation in Park View Elementary, Cornerstone Elementary and Cane Creek Elementary.

Shelia Barker 7/16/24

Signature of Person Making Request Date

Signature of Director of Schools Date

received
7-17-24 mj

Communities In Schools
Tennessee

Memorandum of Understanding
Communities In Schools of Tennessee, Inc.
and Park View Elementary School

I. Background and Introduction

This document defines the relationship and responsibilities of Communities In Schools of Tennessee, Inc. (CISTN) and Park View Elementary School (School). The following agreement is designed to assist CISTN and Park View Elementary School in the effective delivery of integrated student supports.

These integrated student supports will typically be provided in the school community but may also be provided virtually in the case of unforeseen events such as a pandemic or natural disaster.

The mission of Communities In Schools is to surround students and families with a community of support, empowering students to stay in school and achieve in life. CISTN establishes and coordinates partnerships among service agencies, business organizations, community members, and the school to effectively provide the vital non-academic resources and supports that youth need to succeed and stay on the path to graduation. CISTN will provide a Program Manager to work in the school with students, staff, and families. Through case management and the development of community partnerships, the Program Manager will bring comprehensive resources and supports into the school to address school-wide and individual student needs.

Through program and case management the Program Manager will connect the school and students with the following tiers of support, which address school wide as well as individual needs.

- **Tier I**: Widely available services designed to foster a positive school climate and address school-level risk factors.
- **Tier II**: Targeted services typically provided in a group setting to case managed students with a common need.
- **Tier III**: Intensive, individualized services typically provided in a one-on-one setting to case managed students with highly specific needs.

The successful delivery of the CISTN program depends upon a clear understanding regarding the use of dedicated CISTN staff. Through this MOU, both parties mutually agree that oversight of the program rests with CISTN program management, and adherence to the model is critical to the success of the students. CISTN Program Manager are expected to spend their time with activities directly aligned with School Support Plan goals, and any deviation from that must be discussed with and agreed upon by CISTN program management.

Through the work of CIS, partnerships are built that bring comprehensive resources and supports into the school to meet the needs of at-risk students and address risk factors related to drop-out. Additional information about the CIS model can be found in Attachment A.

II. Deliverables

In support of their mutual goals and missions, Communities In Schools of Tennessee and «School» agree to the following:

Communities In Schools
Tennessee

Communities In Schools of Tennessee will:	**Park View Elementary School will:**
1. Provide a full-time CIS Program Manager (PM) on campus and/or virtually in accordance with the school calendar to complete the following: • Build community partnerships to address needs identified in CIS Annual Needs Assessment; • Connect and provide all three tiers of integrated student supports aligned with CIS School Support Plan and individual Student Support Plans; i. Tier 1 – whole school supports ii. Tier 2 – small group intervention for case managed students iii. Tier 3 – individualized support for case managed students • Serve as a liaison to school administrators while working with community organizations and volunteers.	1. Commit to supporting the full implementation of the CIS model, • Actively engaging with CIS Program Manager (PM) on efforts that fall within the CIS mission • Supporting PM in providing all three tiers of integrated student supports aligned with CIS School Support Plan and Individual Student Support Plans i. Tier 1 – whole school supports ii. Tier 2 – small group intervention for case managed students iii. Tier 3 – individualized support for case managed students • Ensure that the PM is integrated into the school community as a valued partner. The principal will serve as a primary point of contact for PM and liaison to CISTN program leadership.
2. Support successful implementation of the CIS model by sharing program information with school staff during professional development and/or faculty/staff meetings at a minimum of 4 times per school year. Newly placed PM's will attend first available professional development after placement at school to introduce themselves and share program information. Additionally, PM will participate in faculty/staff meetings as needed	2. Assist school staff in understanding the PM's role and referral process by providing PM dedicated time during professional development and/or faculty/staff meetings at a minimum of 4 times per school year. Provide newly placed PM's dedicated time at first available professional development after placement at school to introduce themselves and share program information. Additionally, include PM in regularly scheduled faculty/staff meetings relevant to PM's role.
3. Ensure that all adults having direct contact with students on behalf of CISTN have undergone the appropriate criminal background checks in accordance with CIS, school and/or district policies. Direct contact is defined as volunteer opportunities in which the volunteer works independently with students without CIS direct supervision. Examples include, but no limited to, lunch buddies or reading buddies.	3. Assist CISTN, if needed, in securing the necessary resources for background checks in accordance with school and/or district policies.
4. Observe and formally evaluate the PM's capacity, competencies, and contributions during a 90-day introductory period of employment and at the end of the school year.	4. Maintain open communication with the PM and CISTN leadership and provide timely feedback regarding progress and challenges when delivering supports.
5. Work collaboratively with school principal and identified leadership to conduct a school wide Needs	5. Work collaboratively with PM on an annual needs assessment by sharing existing needs assessments, current student data, and school improvement plans.

Communities In Schools Tennessee

Assessment and develop a School Support Plan to address identified needs in-person and/or virtually.	
6. Establish and/or identify members of a School Support Team that may include school staff, leadership, and others to inform and monitor the School Support Plan and to offer guidance and assistance in delivering the three tiers of support.	6. Work with the PM to establish/designate School Support Team members who will assist in the delivery of the CIS model. Actively support and advance the coordinated efforts of the School Support Team throughout the year.
7. Implement CIS School Support Plan strategies throughout the year to address identified needs.	7. Assist PM in development of annual goals and in identifying community partners that can provide aligned services to support the implementation School Support Plan.
8. Maintain the security and confidentiality of all student information.	8. Provide direct access to the student data management system, along with login, training, and tech support, for the purpose of monitoring and evaluating progress of individual case managed students with signed parent/guardian consent forms. Provide and ensure access to both aggregate and case-managed student level data for the following: attendance, grades, behavior incidents, promotion/graduation status, school demographic data, free and reduced lunch qualification data, and any additional data points as deemed necessary. Understand CIS will enter relevant student data into the CIS data management system.
9. Develop and manage a consistent, school-specific referral process for school staff, parents/families, and School Support Team members to use when referring students for CISTN targeted/intensive case management services, whether at school or virtual. If CISTN has access to Early Warning Indicator data, then the PM will work with the school to review student data (attendance, behavior, academics) on a regular basis to identify students who might benefit most from CISTN case management services. Understand that student referrals can be made by the CIS site coordinator, school faculty, parents, or by the student themselves. Program Managers must assess all students to determine if they meet the requirements to receive case management services. PM is expected to case manage 10% of the student enrollment up to 50 students per PM.	9. Work with the Program Manager and other school staff to establish and maintain a consistent, school-specific referral process for CISTN targeted/intensive case management services. If school has access to Early Warning Indicator data, then the school will work with the PM to review student data (attendance, behavior, academics) on a regular basis to identify students who might benefit most from CISTN case management services. Understand that student referrals can be made by the CIS site coordinator, school faculty, parents, or by the student themselves. Program Managers must assess all students to determine if they meet the requirements to receive case management services.
10. Provide regular and timely reports on both the progress toward annual School Support Plan goals and	10. Principal will participate in quarterly partnership meetings with the Program Manager and Program

individual student progress, as well as a summary of all outcomes in an end-of-year report.	Director to review data and discuss progress toward agreed upon School Support Plan goals.
11. In the unlikely event that a formal CISTN employee or volunteer investigation is warranted, CISTN will remove personnel or volunteers while investigation is underway and until the matter is settled to the satisfaction of the school site and CISTN.	11. Work with CISTN in arbitration of problems arising with CISTN employee or volunteer, as needed.
12. Provide the PM with programmatic materials, computer, and office supplies. Provide the PM with offsite, CISTN-led professional learning opportunities at a minimum of one (1) full day a month.	12. In each of the schools identified, provide the PM with private, non-shared office space in order to maintain confidentiality during case management, groups or crisis intervention. Additionally, schools must provide a phone, desk, office chair, Internet access, and printing access and capability. Lack of private, non-shared space may impact the ability to effectively deliver CISTN services. Should a private office or classroom not be available, and the PM must utilize a shared space, every effort should be made to find private space that can be reserved where confidentiality can be maintained. In the event that the PM office space must be relocated, the change will be communicated to the Program Manager and Program Director prior to the move. Recognize that the PM participates in offsite, CISTN-led professional development learning opportunities at a minimum of one (1) full day a month.
13. Agree to market and promote the school in its marketing materials.	13. Agree to market and promote CISTN in its marketing materials.

III. Payment

Annual payment of $ 20,000 will be made to CISTN. Payment will be due to CISTN within 30 days of receipt of invoices. Invoice will be sent in August.

IV. Duration

This agreement is effective July 1, 2024 for the duration of 12 months and will automatically renew for subsequent 12-month terms in the absence of notice by either party 30 days prior to the renewal date.

V. Authorized Representative

The Chief Program Officer, Tiffany Patton, is authorized to serve as MOU Manager on behalf of CIS-TN. The school principal will serve as the MOU Manager and the primary point of operational contact for the administration and operation of this MOU on behalf of the school. Any deviation from the project deliverables contained in the Scope of Work must be approved in writing in advance by the MOU Managers and will require an addendum to this MOU.

VI. Modifications

This agreement may be amended by an agreement in writing executed by authorized representative of Communities In Schools of Tennessee and Park View Elementary School.

Communities In Schools of Tennessee:

By:_____
CISTN CEO

Date:_____

«School»:

By:_____
Principal

Date: _____

Communities In Schools
Tennessee

Attachment A

OUR UNIQUE MODEL

CIS AFFILIATES

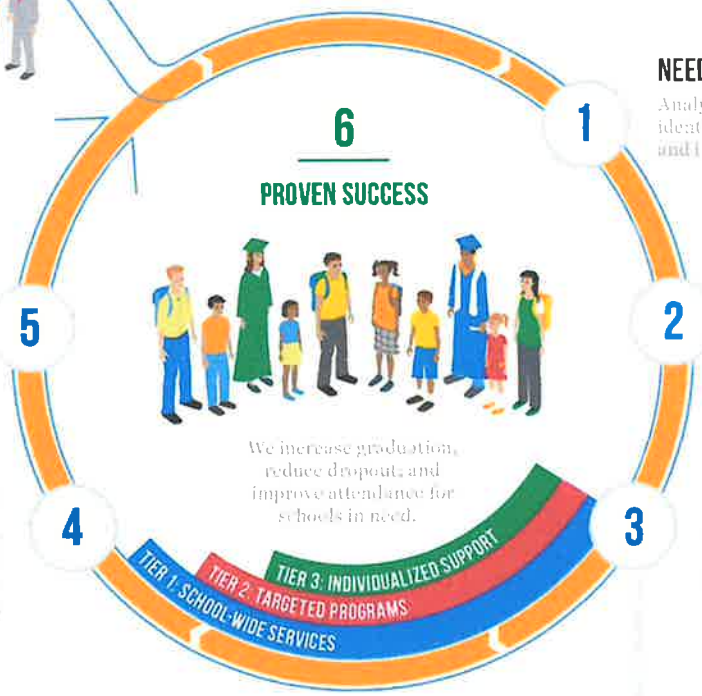
Hires and trains site coordinators, brings the CIS model to schools in need and mobilizes partners to provide resources.

SITE COORDINATORS

A trained professional who works with school administrators to assess needs, develop a plan and build a team to provide supports to schools and students.

COLLABORATIVE PARTNERS

Schools, businesses and community agencies all work together with site coordinator to deliver supports to students and families.



NEEDS ASSESSMENT

Analyze multiple sources of data to identify the key needs of the school and individual students.

PLANNING

Site coordinator lead their school support team to develop a plan to prioritize supports that address academic and non-academic needs.

INTEGRATED STUDENT SUPPORTS

Site coordinator and partners deliver tiers of support to the school, students and their families.

MONITORING & ADJUSTING

Site coordinator continuously monitors student and school progress and adjusts supports to optimize results.

EVALUATION

Continuous assessment of partners and student supports by the CIS affiliate to demonstrate results and improve practice.

© Communities In Schools 2015

- ACADEMIC ASSISTANCE
- BASIC NEEDS
- BEHAVIORAL INTERVENTIONS
- COLLEGE & CAREER PREP
- COMMUNITY & SERVICE LEARNING
- ENRICHMENT
- FAMILY ENGAGEMENT
- LIFE SKILLS
- MENTAL HEALTH
- PHYSICAL HEALTH

Communities In Schools

Communities In Schools
Tennessee

Tiers of Support

Tiers of support apply to the services Communities In Schools provides, brokers, and coordinates. Groups of students are described separately below.

Tier 1

Widely available services designed to foster a positive school climate and address school-level risk factors.

- *Possible examples: schoolwide assembly promoting strong attendance; family engagement opportunities that are linked to learning; college fair; schoolwide restorative practices and strategies; healthy cooking classes for families*

Tier 2

Targeted programs typically provided in a group setting to case managed students with a common need.

- *Possible examples: academic assistance, leadership/empowerment group, attendance monitoring*

Tier 3

Intensive, individualized support typically provided in a one-on-one setting to case managed students with highly specific needs.

- *Possible examples: one-on-one mentoring, mental health counseling, intensive vision work*

EXHIBIT
tabbies
VF18
08-01-24

Putnam County Board Of Education
Agenda Request

Date: July 16, 2024

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 Communities in Schools of Tennessee, Inc. and Putnam County School System (PCSS) for the 2024-2025 school year to coordinate partnerships among service agencies, business organizations, community members and the school to effectively provide the vital non academic resources and supports that youth need to succeed and stay on the path of graduation in Park View Elementary, Cornerstone Elementary and Cane Creek Elementary.

Shelia Barker 7/16/24

Signature of Person Making Request Date

Signature of Director of Schools Date

received
7-17-24 MT

Communities In Schools
Tennessee

Memorandum of Understanding
Communities In Schools of Tennessee, Inc.
and Cane Creek Elementary School

I. Background and Introduction

This document defines the relationship and responsibilities of Communities In Schools of Tennessee, Inc. (CISTN) and Cane Creek Elementary School (School). The following agreement is designed to assist CISTN and Cane Creek Elementary School in the effective delivery of integrated student supports.

These integrated student supports will typically be provided in the school community but may also be provided virtually in the case of unforeseen events such as a pandemic or natural disaster.

The mission of Communities In Schools is to surround students and families with a community of support, empowering students to stay in school and achieve in life. CISTN establishes and coordinates partnerships among service agencies, business organizations, community members, and the school to effectively provide the vital non-academic resources and supports that youth need to succeed and stay on the path to graduation. CISTN will provide a Program Manager to work in the school with students, staff, and families. Through case management and the development of community partnerships, the Program Manager will bring comprehensive resources and supports into the school to address school-wide and individual student needs.

Through program and case management the Program Manager will connect the school and students with the following tiers of support, which address school wide as well as individual needs.

- **Tier I**: Widely available services designed to foster a positive school climate and address school-level risk factors.
- **Tier II**: Targeted services typically provided in a group setting to case managed students with a common need.
- **Tier III**: Intensive, individualized services typically provided in a one-on-one setting to case managed students with highly specific needs.

The successful delivery of the CISTN program depends upon a clear understanding regarding the use of dedicated CISTN staff. Through this MOU, both parties mutually agree that oversight of the program rests with CISTN program management, and adherence to the model is critical to the success of the students. CISTN Program Manager are expected to spend their time with activities directly aligned with School Support Plan goals, and any deviation from that must be discussed with and agreed upon by CISTN program management.

Through the work of CIS, partnerships are built that bring comprehensive resources and supports into the school to meet the needs of at-risk students and address risk factors related to drop-out. Additional information about the CIS model can be found in Attachment A.

II. Deliverables

In support of their mutual goals and missions, Communities In Schools of Tennessee and «School» agree to the following:

Communities In Schools
Tennessee

Communities In Schools of Tennessee will:	**Cane Creek Elementary School will:**
1. Provide a full-time CIS Program Manager (PM) on campus and/or virtually in accordance with the school calendar to complete the following: • Build community partnerships to address needs identified in CIS Annual Needs Assessment; • Connect and provide all three tiers of integrated student supports aligned with CIS School Support Plan and individual Student Support Plans; i. Tier 1 – whole school supports ii. Tier 2 – small group intervention for case managed students iii. Tier 3 – individualized support for case managed students • Serve as a liaison to school administrators while working with community organizations and volunteers.	1. Commit to supporting the full implementation of the CIS model, • Actively engaging with CIS Program Manager (PM) on efforts that fall within the CIS mission • Supporting PM in providing all three tiers of integrated student supports aligned with CIS School Support Plan and Individual Student Support Plans i. Tier 1 – whole school supports ii. Tier 2 – small group intervention for case managed students iii. Tier 3 – individualized support for case managed students • Ensure that the PM is integrated into the school community as a valued partner. The principal will serve as a primary point of contact for PM and liaison to CISTN program leadership.
2. Support successful implementation of the CIS model by sharing program information with school staff during professional development and/or faculty/staff meetings at a minimum of 4 times per school year. Newly placed PM's will attend first available professional development after placement at school to introduce themselves and share program information. Additionally, PM will participate in faculty/staff meetings as needed	2. Assist school staff in understanding the PM's role and referral process by providing PM dedicated time during professional development and/or faculty/staff meetings at a minimum of 4 times per school year. Provide newly placed PM's dedicated time at first available professional development after placement at school to introduce themselves and share program information. Additionally, include PM in regularly scheduled faculty/staff meetings relevant to PM's role.
3. Ensure that all adults having direct contact with students on behalf of CISTN have undergone the appropriate criminal background checks in accordance with CIS, school and/or district policies. Direct contact is defined as volunteer opportunities in which the volunteer works independently with students without CIS direct supervision. Examples include, but no limited to, lunch buddies or reading buddies.	3. Assist CISTN, if needed, in securing the necessary resources for background checks in accordance with school and/or district policies.
4. Observe and formally evaluate the PM's capacity, competencies, and contributions during a 90-day introductory period of employment and at the end of the school year.	4. Maintain open communication with the PM and CISTN leadership and provide timely feedback regarding progress and challenges when delivering supports.
5. Work collaboratively with school principal and identified leadership to conduct a school wide Needs	5. Work collaboratively with PM on an annual needs assessment by sharing existing needs assessments, current student data, and school improvement plans.

Communities In Schools
Tennessee

Assessment and develop a School Support Plan to address identified needs in-person and/or virtually.	
6. Establish and/or identify members of a School Support Team that may include school staff, leadership, and others to inform and monitor the School Support Plan and to offer guidance and assistance in delivering the three tiers of support.	6. Work with the PM to establish/designate School Support Team members who will assist in the delivery of the CIS model. Actively support and advance the coordinated efforts of the School Support Team throughout the year.
7. Implement CIS School Support Plan strategies throughout the year to address identified needs.	7. Assist PM in development of annual goals and in identifying community partners that can provide aligned services to support the implementation School Support Plan.
8. Maintain the security and confidentiality of all student information.	8. Provide direct access to the student data management system, along with login, training, and tech support, for the purpose of monitoring and evaluating progress of individual case managed students with signed parent/guardian consent forms. Provide and ensure access to both aggregate and case-managed student level data for the following: attendance, grades, behavior incidents, promotion/graduation status, school demographic data, free and reduced lunch qualification data, and any additional data points as deemed necessary. Understand CIS will enter relevant student data into the CIS data management system.
9. Develop and manage a consistent, school-specific referral process for school staff, parents/families, and School Support Team members to use when referring students for CISTN targeted/intensive case management services, whether at school or virtual. If CISTN has access to Early Warning Indicator data, then the PM will work with the school to review student data (attendance, behavior, academics) on a regular basis to identify students who might benefit most from CISTN case management services. Understand that student referrals can be made by the CIS site coordinator, school faculty, parents, or by the student themselves. Program Managers must assess all students to determine if they meet the requirements to receive case management services. PM is expected to case manage 10% of the student enrollment up to 50 students per PM.	9. Work with the Program Manager and other school staff to establish and maintain a consistent, school-specific referral process for CISTN targeted/intensive case management services. If school has access to Early Warning Indicator data, then the school will work with the PM to review student data (attendance, behavior, academics) on a regular basis to identify students who might benefit most from CISTN case management services. Understand that student referrals can be made by the CIS site coordinator, school faculty, parents, or by the student themselves. Program Managers must assess all students to determine if they meet the requirements to receive case management services.
10. Provide regular and timely reports on both the progress toward annual School Support Plan goals and	10. Principal will participate in quarterly partnership meetings with the Program Manager and Program

individual student progress, as well as a summary of all outcomes in an end-of-year report.	Director to review data and discuss progress toward agreed upon School Support Plan goals.
11. In the unlikely event that a formal CISTN employee or volunteer investigation is warranted, CISTN will remove personnel or volunteers while investigation is underway and until the matter is settled to the satisfaction of the school site and CISTN.	11. Work with CISTN in arbitration of problems arising with CISTN employee or volunteer, as needed.
12. Provide the PM with programmatic materials, computer, and office supplies. Provide the PM with offsite, CISTN-led professional learning opportunities at a minimum of one (1) full day a month.	12. In each of the schools identified, provide the PM with private, non-shared office space in order to maintain confidentiality during case management, groups or crisis intervention. Additionally, schools must provide a phone, desk, office chair, Internet access, and printing access and capability. Lack of private, non-shared space may impact the ability to effectively deliver CISTN services. Should a private office or classroom not be available, and the PM must utilize a shared space, every effort should be made to find private space that can be reserved where confidentiality can be maintained. In the event that the PM office space must be relocated, the change will be communicated to the Program Manager and Program Director prior to the move. Recognize that the PM participates in offsite, CISTN-led professional development learning opportunities at a minimum of one (1) full day a month.
13. Agree to market and promote the school in its marketing materials.	13. Agree to market and promote CISTN in its marketing materials.

III. Payment

Annual payment of $ 20,000 will be made to CISTN. Payment will be due to CISTN within 30 days of receipt of invoices. Invoice will be sent in August.

IV. Duration

This agreement is effective July 1, 2024 for the duration of 12 months and will automatically renew for subsequent 12-month terms in the absence of notice by either party 30 days prior to the renewal date.

V. Authorized Representative

The Chief Program Officer, Tiffany Patton, is authorized to serve as MOU Manager on behalf of CIS-TN. The school principal will serve as the MOU Manager and the primary point of operational contact for the administration and operation of this MOU on behalf of the school. Any deviation from the project deliverables contained in the Scope of Work must be approved in writing in advance by the MOU Managers and will require an addendum to this MOU.

VI. Modifications

Communities In Schools Tennessee

This agreement may be amended by an agreement in writing executed by authorized representative of Communities In Schools of Tennessee and Cane Creek Elementary School.

Communities In Schools of Tennessee:

By:_____

CISTN CEO

Date:_____

«School»:

By:_____

Principal

Date: _____

Communities In Schools
Tennessee

Attachment A

OUR UNIQUE MODEL

CIS AFFILIATES

Hires and trains site coordinators, brings the CIS model to schools in need and mobilizes partners to provide resources.

SITE COORDINATORS

A trained professional who works with school administrators to assess needs, develop a plan and build a team to provide supports to schools and students.

COLLABORATIVE PARTNERS

Schools, businesses and community agencies all work together with site coordinator to deliver supports to students and families.



NEEDS ASSESSMENT

Analyze multiple sources of data to identify the key needs of the school and individual students.

PLANNING

Site coordinators lead their school support team to develop a plan to prioritize supports that address academic and non-academic needs.

INTEGRATED STUDENT SUPPORTS

Site coordinator and partners deliver tiers of support to the school, students and their families.

MONITORING & ADJUSTING

Site coordinator continuously monitors student and school progress and adjusts supports to optimize results.

EVALUATION

Continuous assessment of partners and student supports by the CIS affiliate to demonstrate results and improve practice.

© Communities In Schools 2015

- ACADEMIC ASSISTANCE
- BASIC NEEDS
- BEHAVIORAL INTERVENTIONS
- COLLEGE & CAREER PREP
- COMMUNITY & SERVICE LEARNING
- ENRICHMENT
- FAMILY ENGAGEMENT
- LIFE SKILLS
- MENTAL HEALTH
- PHYSICAL HEALTH

Communities In Schools

Communities In Schools
Tennessee

Tiers of Support

Tiers of support apply to the services Communities In Schools provides, brokers, and coordinates. Groups of students are described separately below.

Tier 1

Widely available services designed to foster a positive school climate and address school-level risk factors.

- *Possible examples: schoolwide assembly promoting strong attendance; family engagement opportunities that are linked to learning; college fair; schoolwide restorative practices and strategies; healthy cooking classes for families*

Tier 2

Targeted programs typically provided in a group setting to case managed students with a common need.

- *Possible examples: academic assistance, leadership/empowerment group, attendance monitoring*

Tier 3

Intensive, individualized support typically provided in a one-on-one setting to case managed students with highly specific needs.

- *Possible examples: one-on-one mentoring, mental health counseling, intensive vision work*

EXHIBIT
tabbies
VF19
08-01-24

Putnam County Board of Education
Agenda Request

Name of Person Making Request: Krista Hamilton

Department: School Age Care and Employee Childcare Programs

Account number: 146-73300-01800

Check one:

_____ Backup included

_____ Backup to follow

Approval of a $20 monthly stipend for cell usage for Krista Hamilton, School Age and Employee Child Care Program Coordinator effective July 1, 2024 through June 30, 2025, per Policy 3.3001, Use of Cellular Phones, as submitted. To be paid from 146-73300-199-01800

Krysta Hamilton
Supervisor

7/18/2024
Date

Director of Schools

Date

received
07-18-24 MT

EXHIBIT
tabbies VF 20
08-01-24

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 PEP Cares Procedures for PCSS.

Respectfully submitted,

Angie Knight
07/09/2024

Angie Knight 7-9-24
Signature of Person Making Request Date

7/9/24
Signature of Director of Schools Date

received
07-09-24 MT

THE PEP FOUNDATION

Standard Operating Procedure

PEP Cares

The PEP CARES Fund is The Putnam Education Partnership Foundation's Employee Assistance Fund for Putnam County public school system employees. The fund was established to provide limited financial assistance to individuals experiencing hardship due to an unexpected significant life event who are employed in the Public School System in Putnam County.

The fund will be made possible through employee giving and public donations received to benefit teachers and those employed as public school system employees.

Recipients will be selected by a board-approved committee of the PEP Foundation. The Committee will comprise, at minimum, one Member of the HR Department at the Putnam County School System, one member of the PEP Foundation BOD, and the PEP Foundation Executive Director.

Eligibility:

Please see the following list of eligibility requirements. Funding is not guaranteed and is subject to Director or Committee approval based on the requested amount.

- Applicants must be full-time or part-time Putnam County public school system employees.
- Applicants may only receive one grant per 6 month period
- Assistance is limited to $500 per case or up to $1000 per fiscal year with committee approval.
- Applicants must be experiencing a temporary financial hardship to be awarded funding.
- The award can be in the categories of, but not limited to, physiological needs (food, clothing, shelter), safety, medical/ dental, or transportation. (Additional categories that may be reviewed by the committee)
- The Award must be payable to a third party, and the burden of proof lies with the applicant to substantiate the payable amount.

**In special cases, applications from a member of the immediate family or a power of attorney for an employee will be allowed in case of a death or accident that renders the employee unable to apply on their own.

Examples of temporary financial hardships:

- Death of immediate family member
- Medical Crisis or accident resulting in serious illness or critical injury affecting an employee or employee's immediate family member (elective surgeries are not eligible)

- Natural Disasters ("act of god"), House Fires, Floods, or other crises cause immediate or temporary displacement from applicants' living situation.

Application Requirement:

- Completed Application submitted electronically or by mail to:
  - The PEP Foundation ATTN: PEP CARES Committee
    1400 E. Spring Street
    Cookeville, TN 38506
- The most recent Pay Stub or proof of income from all current sources (i.e. if receiving regular income from more than one source)
  Supporting document to substantiate temporary hardship claim
  - Acceptable documentation: Note from a medical provider or facility, obituary, FMLA paperwork, etc.
- Supporting documents to substantiate an award amount and payee (payee can not be directly related to the applicant and must match the application address provided)
  - Acceptable Documentation: Medical Bill, Utility Bill, Lease or mortgage agreement, gas card or another bill-related

Processes:

- Approval of the award will be rendered by the committee in writing to the applicant within ten business days or two weeks.
- Applicants will be provided with receipts from the payee for their personal records.
- Information provided to the committee will be kept confidential and remain on file as long as the law requires.
- Should a gift card be awarded to the applicant, the applicant MUST submit the itemized receipt to the committee after funds are spent or the ability to apply for future awards will not be allowed.
- The Committee will not discriminate against any applicant in accordance with the PEP Foundation's anti-discrimination policy:

  "PEP Foundation does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, volunteers, subcontractors, vendors, and clients."

EXHIBIT
tabbies
VF21
08-01-24

PUTNAM COUNTY SCHOOL SYSTEM
ENGAGE INSPIRE ACHIEVE

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 four (4) used school buses as surplus equipment.

Vehicle Identification Numbers are:

1T88K4E2481103747	Thomasbuilt
1BAKGCPA8BF282127	Blue Bird
1BAKGCPA6BF280926	Blue Bird
1BAKGCPA6BF282126	Blue Bird

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

Signature of Director of Schools Date

received
07-18-24 MT

EXHIBIT
tabbies
VF22
08-01-24

PUTNAM COUNTY SCHOOL SYSTEM
BOARD AGENDA REQUEST

Date: July 23, 2024

Department: Technology

Person Submitting: Johnny Sloan

Account Number (if appropriate)_note below

Check one:

√ Backup included

Backup to follow

Statement to be included in Board Agenda Packet:

Request approval of a $20 monthly stipend for cell phone usage for the 2024-25 school year, per Policy 3.3001, Use of Cellular Phones, to be paid from 141-72250-199 for the following Technology department employees: Scott Allen, Frankie Jerome and Michael McCarver.

NOTES:

received
07-24-22 MT

EXHIBIT
tabbies
VF23
08-01-24

Putnam County Board of Education Agenda Requests
(See attached calendar for deadlines)

Date_____ 8/1/2024

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 increase sub-nurse pay to $18 per hour for the FY24 school year.

received
07-24-24 MT

EXHIBIT
tabbies
VF24
08-01-24

PCSS Board Agenda Request

Date: July 25, 2024

Department: Future Ready VITAL-Teaching and Learning

Person Submitting: Sam Brooks

Account Number (if appropriate) 141-E-71100-399-01501

___X___ Backup included

_____ Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval to enter into an agreement with Notable, Inc. (Kami), 8605 Santa Monica BLVD, PMB 57387, West Hollywood, CA 90069 for the 2024-2025 school year to be paid from VITAL: 141-71100-399-01501 ($3,500 - District Use).

received
07-25-24 MT

QUOTE-P87340

Notable, Inc (Kami)

8605 Santa Monica Blvd, PMB 57387.
West Hollywood, CA 90069-4109 U.S.
Phone: +1 (650) 395-8986 **Email:** sales@kamiapp.com

Bill To: Putnam County VITAL (US)
288 E Main St, Cookeville, TN, United States, Tennessee

Ship To:
Contact Person: Lance Key
Email: lkey2@pcsstn.com

Quote Issued Date: 7/24/24
Quote Expiry Date: 8/24/24
School Year:SY 2024-2025

Kami Contact: Alicia McCormack
Email: alicia@kamiapp.com

Item & Description	Unit	Price Per Unit	Amount
District Plan Everything you need for every student to succeed- From PDF annotation to AI-powered assessment, deliver accessible learning for all. This plan includes unlimited virtual learning sessions (professional development) with an experienced teacher and Kami expert. Book here: https://www.kamiapp.com/book-a-training/	1000	$3.50	$3,500.00
		Subtotal (without Sales Tax):	$3,500.00
		+ Sales Tax:	$0.00
		Total:	**$3,500.00**

All amounts are in USD.

Step 1: Submit your purchase order using the link below.

https://kami.app/form/po-form

Step 2: Receive your invoice and license key within 2 business days.

The payment methods below will be provided with your invoice:
1. Our bank account details (ACH payments)
2. Credit card payment option (+3% transaction fee)
3. Paper check mailing address (available to U.S. customers only)

By submitting a purchase order, you are agreeing to the Kami Terms of Service found at kamiapp.com/terms-of-service, the terms and conditions of which are hereby expressly incorporated herein by reference.

EXHIBIT
tabbies
VF25
08-01-24

PCSS Board Agenda Request

Date: July 25, 2024

Department: Future Ready VITAL-Teaching and Learning

Person Submitting: Sam Brooks

Account Number (if appropriate) 141-E-71100-399-01501

___X___ Backup included

_____ Backup to follow

Statement to be included in Board Agenda Packet:

Consider approval to enter into an agreement with Liminex, Inc. (Pear Deck), 2030 East Maple Avenue, El Segundo, CA. 90245 for the 2024-2025 school year to be paid from VITAL: 141-71100-399-01501 ($1975.00 - District Use).

received
07-25-24 AM

ORDER FORM

QUOTE #	Q-380720
DATE	6/10/2024
EXPIRATION DATE	8/30/2024

Bill To
Putnam County School District (TN)
1400 E Spring St
Cookeville, Tennessee 38506
United States

Ship To
Lance Key
VITAL Online School (TN)
1400 E Spring St
Cookeville, Tennessee 38506-4313
United States
615-489-3059
lkey2@pcsstn.com

Liminex, Inc.
dba GoGuardian and Pear Deck Learning
2030 E Maple Avenue
El Segundo, California 90245
United States

Thank you for your interest in our products! This order form ("**Order Form**") identifies the Liminex products you have selected for subscription ("**Licensed Product(s)**"), the term of your initial subscription(s) to the Licensed Product(s) ("**Initial Term**"), the number of licenses included in your base subscription(s) ("**Licenses**"), as well as the fees associated with your base subscription(s), any Licenses you add to your subscription(s) during the Initial Term, and support and professional services related to the Licensed Product(s).

This Order Form, once executed by authorized representatives of Liminex, Inc. dba GoGuardian ("**GoGuardian**") and Pear Deck Learning ("**Pear Deck Learning**") on behalf of itself and its family of company Affiliates and products including Pear Deck, Inc. ("**Pear Deck**"), Snapwiz, Inc. referred to herein as "**Pear Assessment**", Zorro Holdco LLC referred to herein as "**Pear Deck Tutor**", and Pear Practice ("**Pear Practice**") (together, "**Liminex**", "**we**", "**us**", "**our**"), and the organization listed below ("**School**," "**you**" or "**your**"), and together with the Liminex Product Terms of Service and End User License Agreement available at https://www.goguardian.com/policies/eula and https://www.peardeck.com/policies/product-terms-and-end-user-license-agreement (the "**Terms**" and, together with this Order Form, the "**Agreement**"), forms a binding contract. All capitalized terms not defined in this Order Form have the meaning given to them in the Terms. In the event of any conflict between this Order Form and the Terms, the terms set forth in this Order Form will prevail, but solely with respect to this Order Form. We do not agree to any other terms, including without limitation any terms on your School's purchase order.

QTY	PART #	DESCRIPTION	START DATE	END DATE	UNIT PRICE	EXTENDED
250	GG-PRD1Y-000001	Pear Deck Subscription with LMS Access	8/1/2024	7/31/2025	$7.88	$1,970.00
				TOTAL (USD):		$1,970.00

Add-on Licenses. If during the Initial Term or during any Renewal Term, you would like to expand your base subscription(s) to include additional Licenses, please contact Liminex so that we can send you an additional Order Form for those 'add-on' Licenses ("**Add-Ons**"). If we do not hear from you and you deploy additional Licenses, we will send you an Order Form and invoice your Organization for subscriptions to the Add-Ons you use. Add-Ons, once deployed, will be rolled into your base subscription, and, collectively, are referred to as the "**Subscription**."

RENEWAL SUBSCRIPTION TERM

Following the Initial Term, your Subscription (including any Add-Ons during the previous term) will automatically renew on an annual basis for successive 12-month periods (each, a "**Renewal Term**," and together with the Initial Term, the "**Term**") at our then-current fees (including an Innovation Increase as defined below) for such Subscription, unless you provide us with written notice of cancellation or written intent not to renew at least sixty (60) days prior to the end of the then-current Term. Your cancellation will take effect as of the last day of your then-current Term and you will not be charged for the upcoming Renewal Term. You will not be entitled to receive a refund or credit of any subscription fees paid for your then-current Term even if you elect not to use the Subscription for the remainder of that Term.

RENEWAL FEES

We are dedicated to improving the Licensed Products on an ongoing basis through continued innovation in research and development. For this reason, following the Initial Term, the Subscription Fee-Per License Price for each Licensed Product will be subject to an automatic fee increase equal to 5% above the Subscription Fee-Per License Price you paid for the Licensed Product in the previous term ("**Innovation Increase**"). Order Forms and invoicing for Renewal Terms will reflect the Innovation Increase and your renewal subscription fees will be calculated using the increased fees for the number of Licenses included in your Subscription. You agree to pay the Subscription Fees, reflecting the Innovation Increase, due for each Renewal Term as described herein, unless you decide not to renew the Subscription with Liminex in accordance with this Order Form.

ORDER FORM

QUOTE #	Q-380720
DATE	6/10/2024
EXPIRATION DATE	8/30/2024

GoGuardian

Pear Deck Learning

PAYMENT

Full payment of the Total Base Subscription Fees for Initial Term is required before access to the Subscription is provided for the Initial Term. Your School is responsible for all payment of fees associated with any Add-Ons. Payment for all fees, including any fees for Add-Ons, is due within thirty (30) days of invoice date. Payment of the applicable Total Base Subscription Fees (including fees for any Add-Ons) for each Renewal Term is also due up front in full in advance of each Renewal Term, Your School is responsible for all taxes and duties unless expressly included in this Order Form.

Signature: _____

Name: _____

Title: _____

Email: _____

Accounts Payable Name: _____

Accounts Payable Email: _____

PO Number (Optional): _____

Additional Notes (requests for delayed invoicing, etc.): _____

Signature: Oneika Osborne
Oneika Osborne (Jun 10, 2024 19:21 EDT)

Email: oosborne@goguardian.com

Signature:

Email: lkey2@pcsstn.com

EXHIBIT
tabbies
VF26
08-01-24

Putnam County Board of Education
Agenda Request

Name of Person Making Request: Krista Hamilton

Department: School Age Care Program

Request for change of wording in SAC Parent Handbook to reflect the following: SAC is an equal access program for students enrolled in Putnam County Schools, ages four through fourteen (age of child on August 15 of current school year.)

Krista Hamilton
Supervisor

7/24/2024
Date

Director of Schools

7/24/24
Date

received
07-24-22 MJ

EXHIBIT
tabbies
VF27
08-01-24

DEPARTMENT OF EDUCATION
PUTNAM COUNTY
SCHOOL NUTRITION PROGRAM
3860 Phifer Mountain Road
COOKEVILLE, TN 38506
PHONE: (931) 528-1847
FAX: (931) 520-2022

Putnam County Board of Education
Agenda Request

Name of Person Making Request: Jennifer Mitchell

Department: School Nutrition

Phone Number of Person Making Request: 931-528-1847 x1214

Account Funding Code (if appropriate):

___X___ Backup included

_____Backup to follow

Request approval for the School Nutrition Supervisor and Fund Accountant to represent Putnam County Schools/School Nutrition in the Tennessee Department of Human Services Food Program, and to submit claims for reimbursement and other documents for the Child and Adult Care Food Program (CACFP) in the Tennessee Information Payment System (TIPS). The School Nutrition Program is applying to participate in the CACFP's At-Risk Afterschool Meals for the upcoming year.

Jennifer Mitchell, SNP Supervisor 7/24/24
Signature of Person Making Request Date

Signature of Director of Schools Date

received
07-24-24 MT

TENNESSEE DEPARTMENT OF HUMAN SERVICES

CHILD AND ADULT CARE FOOD PROGRAM (CACFP)

SUMMER FOOD SERVICE PROGRAM (SFSP)

CERTIFICATE OF AUTHORITY

Please complete this form to identify all staff to represent your agency in the Child and Adult Care Food Program. Each individual will be provided individual access to the Tennessee Department of Human Services Tennessee Information Payment System (TIPS). **This form is to be signed by the owner, board chair, or other authorized administrator.**

On behalf of: **Agency name: Putnam County School**

5-Digit **TIPS** NUMBER 00886 please indicate: **CACFP** X **SFSP** _____

I hereby authorize the employee(s) below to represent this organization to the Tennessee Department of Human Services Food Programs Office and to submit claims for reimbursement and other documents for the Child and Adult Care Food Program in the Tennessee Information Payment System (TIPS). **The organization will immediately notify the State agency of any changes relating to authorized individuals.**

Original Signature _____

Print Name / Title Kim Cravens/Board Chair Date: 7/19/24

Authorized Individual 1 (ADD)

SALUTATION	FIRST NAME		LAST NAME
	Stacy		Bradford
TITLE	Fund Accountant		
FACILITY PHONE	931-528-1847	EXT 1216	FAX 931-520-2022
SIGNATURE	Stacy Bradford		**EMAIL** stacy.bradford@pcsstn.com

Authorized Individual 2 (ADD)

SALUTATION	FIRST NAME		LAST NAME
	Jennifer		Mitchell
TITLE	School Nutrition Program Supervisor		
FACILITY PHONE	931-528-1847	EXT 1214	FAX 931-520-2022
SIGNATURE	Jennifer Mitchell		**EMAIL** jennifer.mitchell@pcsstn.com

If the authorized individual(s) are added to TIPS due to a change in personnel, please indicate below the person(s) to inactivate in the TIPS program:

Inactivate Individual 1

FIRST NAME	LAST NAME	EMAIL ADDRESS

Inactivate Individual 2

FIRST NAME	LAST NAME	EMAIL ADDRESS

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

EXHIBIT
tabbies VF 28
08-01-24

ENGAGE INSPIRE ACHIEVE

Putnam County Board of Education
Agenda Request

Name of Person Making Request: Tim Martin

Date: July 25, 2024

RE: ATMS Softball Field

Account Funding Code (if appropriate)

__X__ Backup included

_____ Backup to follow

Agenda Item for August 1, 2024, Board meeting.
Request approval of the contract with King Construction to complete the Avery Trace Softball Field.

Tim Martin 7/25/24
Supervisor Date

7/25/24
Director of Schools Date

received
07-25-24 MT

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty Eighth day of June in the year Two Thousand Twenty Four
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Putnam County Board of Education
1400 East Spring St.
Cookeville, TN 38506
Telephone Number: 931-526-9777

and the Contractor:
(Name, legal status, address and other information)

King Construction Group, Inc.
3307 Burgess Falls Road
Cookeville, TN 38506
Telephone Number: 931-614-0782

for the following Project:
(Name, location and detailed description)

Avery Trace Middle School Athletic Fields
Putnam County, TN

The Architect:
(Name, legal status, address and other information)

Upland Design Group, Inc.
P. O. Box 1026
362 Industrial Blvd. (38555)
Crossville, TN 38557
Telephone Number: 931/484-7541
Fax Number: 931/484-2351

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
/
AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. 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 08:39:11 ET on 07/01/2024 under Order No.3104238982 which expires on 09/07/2024, 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.
User Notes:
(3B9ADA43)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[X] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

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(Check one of the following boxes and complete the necessary information.)

[X] Not later than One Hundred Twenty (120) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Entirety	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

Interpretations of the Architect shall be consistent with the requirements indicated in and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. If the Owner disagrees with any such interpretation and so notifies the Architect, the Architect shall not implement such interpretation until the underlying issue or dispute has been resolved. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents and approved by the Owner in writing.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Three Hundred Thirty-Three Thousand Eight Hundred Dollars and Zero Cents ($ 1,333,800.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate #1 – Add Softball Sod	$24,000 Accepted
Alternate #2 – Add Sidewalk	$41,000 Accepted
Alternate #3 – Add Sifting Topsoil	$45,000 Not Accepted
Alternate #4 – Add Widening	$12,000 Not Accepted
Alternate #5 – Add Dugouts	$133,000 Accepted
Alternate #6 – Add Soccer Sod	$37,000 Accepted

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Allowance #1 - Miscellaneous	$100,000.00

§ 4.4 Unit prices, if any:

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(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Unit Price #1 – Undercut and Replace Unsuitable Soil	Cubic yard	$70.00

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

$500 per day

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

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.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for

Payment.

§ 5.3 Interest

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Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

1 % Monthly

ARTICLE 6 DISPUTE RESOLUTION

Anything to the contrary notwithstanding in any agreement, it is mutually agreed and understood that the exclusive jurisdiction and venue to resolve any dispute relative to this agreement or any dispute with respect to this project is in the Chancery Court of Putnam County, Tennessee. The parties may agree to conduct non-binding mediation in Cookeville, Tennessee prior to any litigation. Each party shall be responsible for its own fees and costs with respect to the resolution of any dispute. This provision shall supersede and supplant any conflicting provision of any agreement, general condition or any other provision in any document pertaining to this
(Paragraph Deleted)

project.

§ 6.1 Initial Decision Maker

Interpretations of the Architect shall be consistent with the requirements indicated in and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. If the Owner disagrees with any such interpretation and so notifies the Architect, the Architect shall not implement such interpretation until the underlying issue or dispute has been resolved. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents and approved by the Owner in writing.

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Kim Allen Chamberlin
Upland Design Group, Inc.
P.O. Box 1026
Crossville, TN 38557

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(Paragraphs Deleted)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

John Magura
1400 East Spring St.
Cookeville, TN 38506

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Brian King
3307 Burgess Falls Road
Cookeville, TN 38506

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

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(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions: **The Contractor agrees to abide by the General Conditions.**

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

(Paragraph Deleted)

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

(Paragraphs Deleted)

.5 Drawings

Number	Title	Date
See Exhibit B Drawings Attachment		

.6 Specifications

Section	Title	Date	Pages
See Exhibit A Specifications Attachment			

.7 Addenda, if any:

Number	Date	Pages
Addendum 1	6/21/24	8 Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

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[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 01 10	Table of Contents	3/20/24	2
00 01 15	List of Drawings	3/20/24	1
00 11 13	Advertisement for Bid	3/20/24	2
00 21 00	Instructions to Bidders	3/20/24	9
00 41 00	Bid Forms	3/20/24	7
00 43 13	Bid Bond	3/20/24	3
00 52 00	Agreement Form	3/20/24	10
00 61 13	Performance Bond And Payment Bond	3/20/24	9
00 62 16	Acord Certificate Of Insurance	3/20/24	1
00 72 00	General Conditions	3/20/24	42
00 73 00	Supplementary Conditions	3/20/24	4
00 73 16	Insurance and Bond Requirements	3/20/24	3

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement is not binding until the Putnam County Board of Education approves the Agreement and it is signed by the Chairman of the Board and the Director of Schools.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Kim Cravens , Board Chairman
(Printed name and title)

OWNER *(Signature)*

Corby King , Director of Schools
(Printed name and title)

CONTRACTOR *(Signature)*

BRIAN KING
(Printed name and title)

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Exhibit A Specifications – 6/28/24
Avery Trace Middle School
Athletic Fields
2409

Section	00 01 10	Table of Contents	Pages	2
Section	00 01 15	List of Drawings	Pages	1
Section	00 11 13	Advertisement for Bid	Pages	2
Section	00 21 00	Instructions to Bidders	Pages	9
Section	00 41 00	Bid Forms	Pages	7
Section	00 43 13	Bid Bond	Pages	3
Section	00 52 00	Agreement Form	Pages	10
Section	00 61 13	Performance Bond and Payment Bond	Pages	9
Section	00 62 16	Acord Certificate of Insurance	Page	1
Section	00 72 00	General Conditions	Pages	42
Section	00 73 00	Supplementary Conditions	Pages	4
Section	00 73 16	Insurance and Bond Requirements	Pages	3
Section	01 11 00	Summary of Work	Pages	2
Section	01 21 00	Cash Allowances	Page	1
Section	01 21 46	Weather Allowances	Pages	2
Section	01 22 00	Unit Prices	Page	1
Section	01 23 00	Alternates	Page	1
Section	01 29 00	Payment Procedures	Pages	2
Section	01 32 05	Administrative Logs	Page	1
Section	01 32 13	Scheduling of Work	Page	1
Section	01 33 00	Submittal Procedures	Pages	3
Section	01 41 00	Regulatory Requirements	Page	1
Section	01 45 00	Quality Control	Page	1
Section	01 45 23	Testing Laboratory Services	Pages	2
Section	01 50 00	Temporary Facilities and Controls	Pages	2
Section	01 60 00	Material and Equipment	Pages	3
Section	01 70 00	Project Close-Out	Pages	3
Section	01 72 00	Project Data	Pages	2
Section	03 10 00	Concrete Forming	Pages	2
Section	03 20 00	Concrete Reinforcing	Pages	2
Section	03 30 00	Cast In Place Concrete	Pages	5
Section	03 35 00	Concrete Finishing	Pages	2
Section	03 39 00	Concrete Curing	Page	1
Section	04 05 13	Masonry Mortaring	Pages	2
Section	04 05 19	Masonry Anchorage	Page	1
Section	04 20 00	Unit Masonry	Pages	7
Section	07 92 13	Elastomeric Joint Sealants	Pages	2
Section	10 73 26	Walkway Covering	Pages	3
Section	31 10 00	Site Clearing	Pages	2
Section	31 20 00	Earth Moving	Pages	5
Section	32 31 13	Chain Link Fence and Gates	Pages	4
Section	32 90 00	Planting	Pages	4
Section	33 40 00	Site Utilities	Pages	4

Exhibit B Drawings – 6/28/24
Avery Trace Middle School
Athletic Fields
2409

C1.1 Site Plan
C2.1 Grading Plan
C3.1 – C3.3 Site Details
C4.1 – C4.2 Erosion and Sediment Control Plans

Premium Based On
Final Contract Price

Bond No. **7465312**

AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)
King Construction Group, Inc.
3307 Burgess Falls Road
Cookeville, Tennessee 38506

SURETY:
(Name, legal status and principal place of business)
Old Republic Surety Company
PO Box 1635
Milwaukee, WI 53201-1635

OWNER:
(Name, legal status and address)
Putnam County Board of Education
1400 East Spring Street
Cookeville, TN 38506

CONSTRUCTION CONTRACT
Date: 06/28/2024

Amount: One Million Three Hundred Thirty-Three Thousand Eight Hundred & No/100 Dollars ($1,333,800.00)

Description: *(Name and location)* Avery Trace Middle School Athletic Field
Putnam County, TN

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND
Date: 06/28/2024
(Not earlier than Construction Contract Date)

Amount: One Million Three Hundred Thirty-Three Thousand Eight Hundred & No/100 Dollars ($1,333,800.00)

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
King Construction Group, Inc.

Signature:
Name and Title:

SURETY
Company: *(Corporate Seal)*
Old Republic Surety Company

Signature: Gregory L Bennett Jr.
Name and Title: Gregory L. Bennett Jr.
Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Insurance Group of America
6640 Carothers Parkway, Suite 160
Franklin, Tennessee 37067
T: 615.905.1688

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
Upland Design Group, Inc.
P.O. Box 1026
362 Industrial Blvd. (38555)
Crossville, Tennessee 38557
T: 931.484.7541
F: 931.484.2351

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows: None.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Premium Based On
Final Contract Price

Bond No. **7465312**

BONDS EXECUTED IN THREE (3) ORIGINAL COUNTERPARTS

AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)
King Construction Group, Inc.
3307 Burgess Falls Road
Cookeville, Tennessee 38506

SURETY:
(Name, legal status and principal place of business)
Old Republic Surety Company
PO Box 1635
Milwaukee, WI 53201-1635

OWNER:
(Name, legal status and address)
Putnam County Board of Education
400 East Spring Street
Cookeville, TN 38506

CONSTRUCTION CONTRACT
Date: 06/28/2024

Amount: One Million Three Hundred Thirty-Three Thousand Eight Hundred & No/100 Dollars ($1,333,800.00)
Description: Avery Trace Middle School Athletic Field
(Name and location) Putnam County, TN

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND
Date: 06/28/2024
(Not earlier than Construction Contract Date)

Amount: One Million Three Hundred Thirty-Three Thousand Eight Hundred & No/100 Dollars ($1,333,800.00)
Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
King Construction Group, Inc.
Signature:
Name and Title:

SURETY
Company: *(Corporate Seal)*
Old Republic Surety Company
Signature: Gregory L Bennett Jr.
Name and Title: Gregory L. Bennett Jr.
Attorney-In-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Insurance Group of America
6640 Carothers Parkway, Suite 160
Franklin, Tennessee 37067
T: 615.905.1688

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
Upland Design Group, Inc.
P.O. Box 1026
362 Industrial Blvd. (38555)
Crossville, Tennessee 38557
T: 931.484.7541
F: 931.484.2351

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- **.1** the name of the Claimant;
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- **.4** a brief description of the labor, materials or equipment furnished;
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows: None.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: JAMES L. NOE III, CRAIG WHITLOW, GREGORY L. BENNETT JR., RHYAN ATWOOD, PAMELA PUSKARICH, AMELIA CAIN, SETH CHAPMAN, ANDREW BENNETT, CHARLEY MYERS of FRANKLIN, TN

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 28th day of August, 2023.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 28th day of August, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

87-1074

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 28th day of June, 2024.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

INSURANCE GROUP OF AMERICA LLC

EXHIBIT
tabbies VF29
08-01-24

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: July 30, 2024

RE: Northeast HVAC

Account Funding Code (if appropriate)

_____ Backup included

_____ Backup to follow

Agenda Item for August 1, 2024, Board meeting.
Requesting permission to bid HVAC replacements, upgrades and improvements at Northeast Elementary.

Tim Martin 7/30/24
Supervisor Date

Director of Schools Date

received
07-30-24 MT

EXHIBIT
tabbies
VI A
08 - 01 - 24

Board Agenda Request
For 2024 Meeting

Date July 24, 2024

Department Teaching & Learning

Person Submitting Dr. Bubba Winningham

Account Number (if appropriate) NA

Check one:

X Backup included

_____ Backup to follow

Statement to be included in Board Agenda Packet:

- Consider approval Board Policy 4.214, regarding the use of Artificial Intelligence (AI) programs.

received
07-22-24 MAT

Putnam County Board of Education

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in November	**Use of Artificial Intelligence Programs**	**4.214**	
		Rescinds:	Issued:

General

Artificial Intelligence (AI) programs as defined by state law may be used by staff and students in the district.[1]

Only approved AI programs may be utilized in student instruction or in completing student work. The Director of Schools shall develop a procedure for staff to submit additional programs for approval.

District technology staff are tasked with overseeing the implementation of AI programs. These staff members will review artificial intelligence programs to ensure compliance with district policies as well as state and federal student data privacy laws and present recommendations to the Director of Schools for approval. Any approved programs shall be accessible to all students.

Employees shall not place personally identifiable information, financial information, intellectual property, or other confidential information into an AI system.

The Director of Schools shall incorporate training programs on AI into professional development for district staff. This training shall focus on responsible use of AI and best practices for use in school settings and include instruction regarding personally identifiable information and the need to comply with state and federal data privacy laws. Emphasis shall be placed on the importance of securing and properly storing any data that is collected by the district in compliance with state and federal law.

STAFF USE

Staff may use AI in the completion of their own work. This may include, but not be limited to, drafting communications, notes, images, and the development of content for instructional or administrative purposes, as well as analyzing data and information. The following requirements shall be adhered to when using AI in the completion of work:

1. Employees shall disclose their use of a generative AI tool if failure to do so would:
    a. Violate the terms of the use of the AI tool;
    b. Would mislead a supervisor or others as to the nature of the work; or
    c. Would be inconsistent with the teacher code of ethic;.[2]

2. Employees shall take all reasonable precautions to ensure the security of private student data when utilizing AI programs;

3. Outputs from AI programs shall be verified by reliable sources and reviewed prior to use in order to reduce the risk of errors and inaccuracies;

4. Outputs shall not be incorporated into proprietary content or works; and

5. Local procedures shall be developed and modified as needed.

STUDENT USE

Teachers may allow students to use approved AI programs for instructional purposes. Any such use shall align with approved instructional standards and curriculum. Prior to using AI, teachers shall ensure students are provided with appropriate instruction on the responsible use of AI.

ACADEMIC INTEGRITY

Students shall be instructed on responsible use standards including but not limited to the following:

1. Effective use of generative AI;

2. When it is appropriate to use AI in assignments;

3. How to determine whether AI responses are accurate;

4. Users assume responsibility for incorporating AI content responsibly; and

5. The difference between cheating and seeking support.

NOTICE TO PARENTS

The Director of Schools shall provide notice to parent(s)/guardian(s) about the use of AI programs in the district. An approved list of AI programs will be provided.

REPORTING

The Director of Schools shall submit a report to the Board of Education each June on how this policy will be enforced in the upcoming school year. The Board shall approve the report and the Director shall submit it to the Department of Education by July 1st.

Legal References

1. Public Acts of 2024, Chapter No. 550
2. TCA 49-5-1001

Cross References

Use of the Internet 4.406

EXHIBIT
tabbies
VI B
08-01-24

Putnam County Board of Education
Agenda Request

Name of Person Making Request: Angie Knight

Department: Human Resources

Phone Number of Person Making Request:

Account Funding Code (if appropriate)

__X____Backup included

_____Backup to follow

Requesting approval of

Respectfully submitted, Identification of Employees for Minimum Wage and Overtime Pay Exemption Policy 5.602.3 recommended by TSBA

Angie Knight

Angie Knight, HR Director
6/20/24

Angie Knight 6-20-2024

Signature of Person Making Request Date

Signature of Director of Schools Date

received
06-20-24 MS

Putnam County School System

Identification of Employees for Minimum Wage and Overtime Pay Exemption	5.602.3

Per the Fair Labor Standards Act (FLSA), district employees shall be classified as either exempt or non-exempt employees to determine whether the exemption from minimum wage and overtime pay is applicable. To determine if the exemption applies, a district employee shall meet the following requirements:

1. Paid a salary that is not subject to reduction due to quality or quantity of work;

2. The salary is not less than the established minimum threshold amount per the FLSA; and

3. The employee primarily performs executive, administrative, or professional duties.

Employees that meet the requirements above (e.g., executive, administrative, and professional (EAP) employees) will be exempt from minimum wage and overtime pay protections. Other employees that are not considered EAP employees, such as secretaries, shall be compensated one and a half times their regular pay for those hours that exceed forty (40) hours per work week.

Director of Finance shall be responsible for identifying which employees fall into which category and note in their personnel file whether the exemption applies. The list of exempt employees shall be reviewed and updated on an annual basis.

EXHIBIT
tabbies VI.C, VI.D VI.E
08-01-24

Putnam County Board of Education
Agenda Request

Name of Person Making Request: Angie Knight

Department: Human Resources

Phone Number of Person Making Request:

Account Funding Code (if appropriate)

__X____Backup included

_____Backup to follow

Requesting approval of the following revised policy changes suggested by TSBA:

VI.C Qualifications and Duties of the Director of Schools
VI.D Physical Assault Leave
VI.E Substitute Teachers

Angie Knight

Angie Knight, HR Director
7/24/24

Angie Knight 7-24-24
Signature of Person Making Request Date

7-25-24
Signature of Director of Schools Date

received
07-24-24 MF

VII

Putnam County Board of Education

Monitoring: **Review: Annually, in January**	Descriptor Term: **Physical Assault Leave**	Descriptor Code: **5.307**	Issued Date:
		Rescinds:	Issued:

General

Employees shall be notified of their right to report a physical assault to the appropriate law enforcement agency.[1]

An ~~teacher~~ employee who is absent from assigned duties as a result of personal injury caused by physical assault or other violent criminal acts committed in the course of the ~~teacher's~~ employee's employment duties shall receive his/her full salary and full benefits until the ~~teacher~~ employee is released by his/her physician to return to work or his/her physician determines the ~~teacher~~ employee is permanently unable to return to work. Hourly employees shall receive an amount representing the average number of hours the employee works for the district per pay period along with their full benefits, if available, until the employee is released by his/her physician to return to work or his/her physician determines the employee is permanently unable to return to work. An hourly employee is not eligible to receive the continued pay and benefits if he/she has been employed by the district for less than one (1) full pay period.[2]

If the employee receives workers' compensation or other similar benefits, the Board shall pay the difference between that amount and the ~~teacher's~~ employee's full salary or average pay, as applicable.[2] The district shall pay the full salary or average salary, or the difference between the employee's full salary or average pay, as applicable, and the workers' compensation or similar benefits, if any, for up to one (1) year.

Legal References

1. Public Acts of 2024, Chapter No. 915
2. TCA 49-5-714(a); Public Acts of 2024, Chapter No. 839

Cross References

Worker's Compensation 3.602
Sick Leave 5.302
Long Term Leaves of Absence 5.304

EXHIBIT
tabbies VI.C, VI.D VI.E
08-01-24

Putnam County Board of Education
Agenda Request

Name of Person Making Request: Angie Knight

Department: Human Resources

Phone Number of Person Making Request:

Account Funding Code (if appropriate)

__X____Backup included

_____Backup to follow

Requesting approval of the following revised policy changes suggested by TSBA:

VI.C Qualifications and Duties of the Director of Schools
VI.D Physical Assault Leave
VI.E Substitute Teachers

Angie Knight

Angie Knight, HR Director
7/24/24

Angie Knight 7-24-24
Signature of Person Making Request Date

7-25-24
Signature of Director of Schools Date

received
07-24-24 MF

VII

Putnam County Board of Education

Monitoring: **Review: Annually, in January**	Descriptor Term: **Physical Assault Leave**	Descriptor Code: **5.307**	Issued Date:
		Rescinds:	Issued:

General

Employees shall be notified of their right to report a physical assault to the appropriate law enforcement agency.[1]

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Legal References

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2. TCA 49-5-714(a); Public Acts of 2024, Chapter No. 839

Cross References

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Sick Leave 5.302
Long Term Leaves of Absence 5.304

EXHIBIT
tabbies VI.C, VI.D, VI.E
08-01-24

Putnam County Board of Education
Agenda Request

Name of Person Making Request: Angie Knight

Department: Human Resources

Phone Number of Person Making Request:

Account Funding Code (if appropriate)

__X____Backup included

_____Backup to follow

Requesting approval of the following revised policy changes suggested by TSBA:

VI.C Qualifications and Duties of the Director of Schools
VI.D Physical Assault Leave
VI.E Substitute Teachers

Angie Knight

Angie Knight, HR Director
7/24/24

Angie Knight 7-24-24
Signature of Person Making Request Date

7-25-24
Signature of Director of Schools Date

received
07-24-24 MF

Putnam County Board of Education			
Monitoring: **Review: Annually, in February**	Descriptor Term: **Substitute Teachers**	Descriptor Code: **5.701**	Issued Date:
		Rescinds:	Issued:

Substitute teachers are those teachers used to replace teachers on leave or to fill temporary vacancies until a licensed teacher is available.[1,2] Substitute teachers may be employed and paid directly by the Board or by a third-party employer through an agreement between such third-party employer and the Board.

Substitute teachers employed by third party entities shall be subject to the same unemployment benefit eligibility conditions as substitute teachers employed directly by the Board.[2]

APPLICATION/QUALIFICATIONS

Criminal history record checks and fingerprinting of applicants for substitute teaching are required.[3]

Applicants with revoked or suspended licenses or certificates according to the State Board of Education shall not be hired.[4]

Qualifications for substitute teachers shall be determined by the Director of Schools in compliance with board policy, state laws, and State Board of Education rules and regulations. [Licensed instructors must provide proof of current Tennessee license.]

A list of substitute teacher(s) will be prepared by the human resources director who will maintain file(s) which may include transcripts, credentials, recommendations, and other pertinent information.

COMPENSATION

If employed directly by the district, the compensation of substitute teachers shall be determined annually by the Board.

Retired teachers serving as substitutes who do not have an active teaching license shall be paid the same as a retired substitute teacher with an active teaching license. This only applies to teachers who retired after July 1, 2011 through July 1, 2016.[5]

CERTIFICATION

When substituting for a regular teacher who has been absent for twenty (20) consecutive days, a substitute teacher shall possess a teaching certificate with endorsement in the discipline(s) to be taught or shall be a retired teacher that held the appropriate endorsement.[6] When substituting for a teacher without sick leave, the substitute shall be certified and paid according to the state salary schedule.[1]

Putnam County School System

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

EXHIBIT
tabbies VIIA
08-01-24

Corby King
Director of Schools

ENGAGE INSPIRE ACHIEVE

Putnam County Board of Education
Agenda Request

Name of Person Making Request: Corby King, Director of Schools

Date: July 24, 2024

RE: 251 South Franklin Street

__X__ Backup included

_____ Backup to follow

Agenda Item for August 1, 2024, Board meeting.

Statement to be Included:

Permission to negotiate the purchase of 251 South Franklin Street, Cookeville, Tennessee 38501.

Director of Schools _____ Date

received
07-24-24 MT



251 South Franklin St.,
Cookeville, TN 38501



- 251 South Franklin Street, Cookeville, TN 38501
- 11,000 sq. ft. Office Building
- 3 Bathrooms, 11 Hard Wall Offices, 20 Cubicles



7,200 sq. ft. covered parking attached to the rear of the building



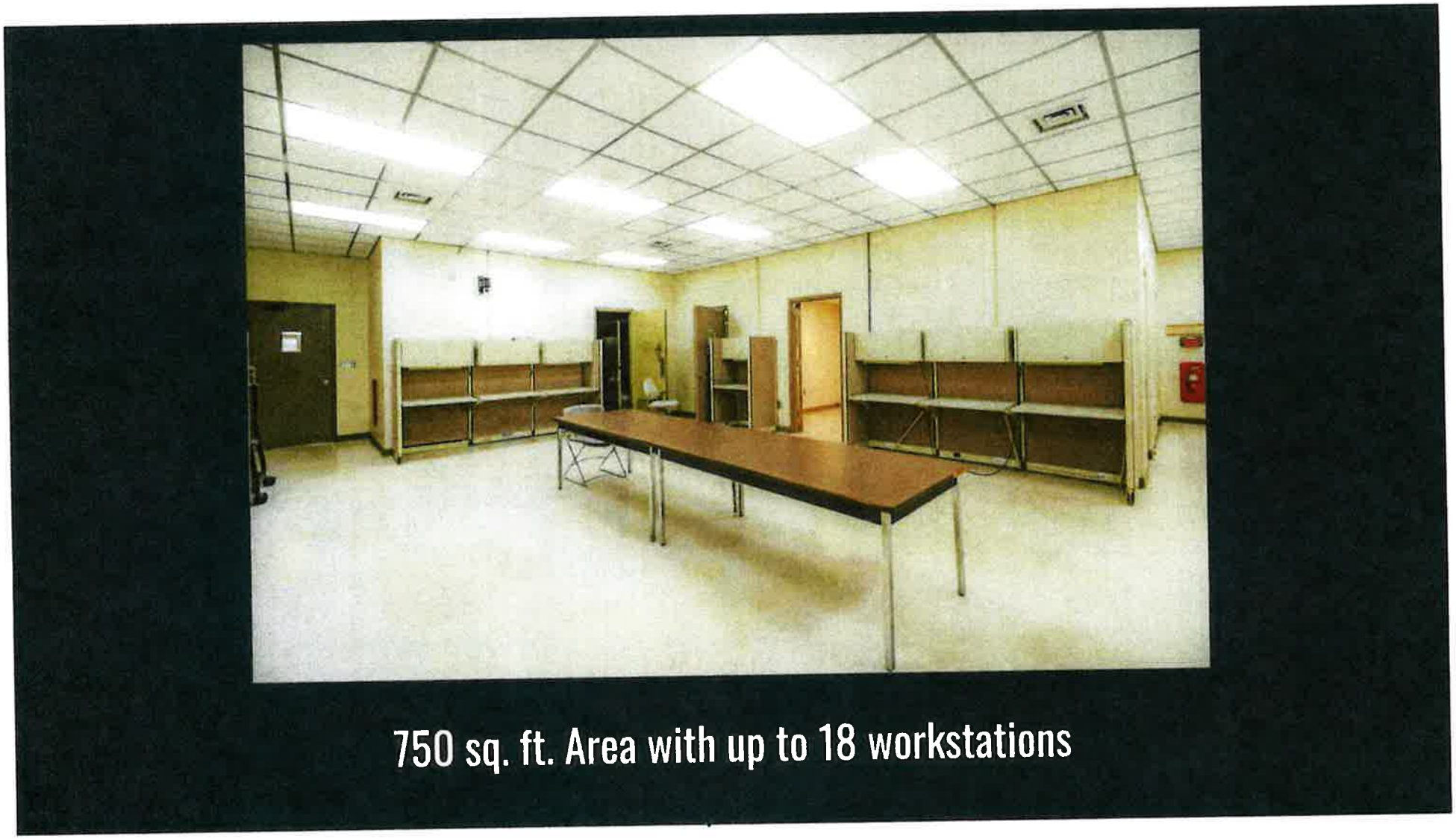
850 sq. ft. Break Area



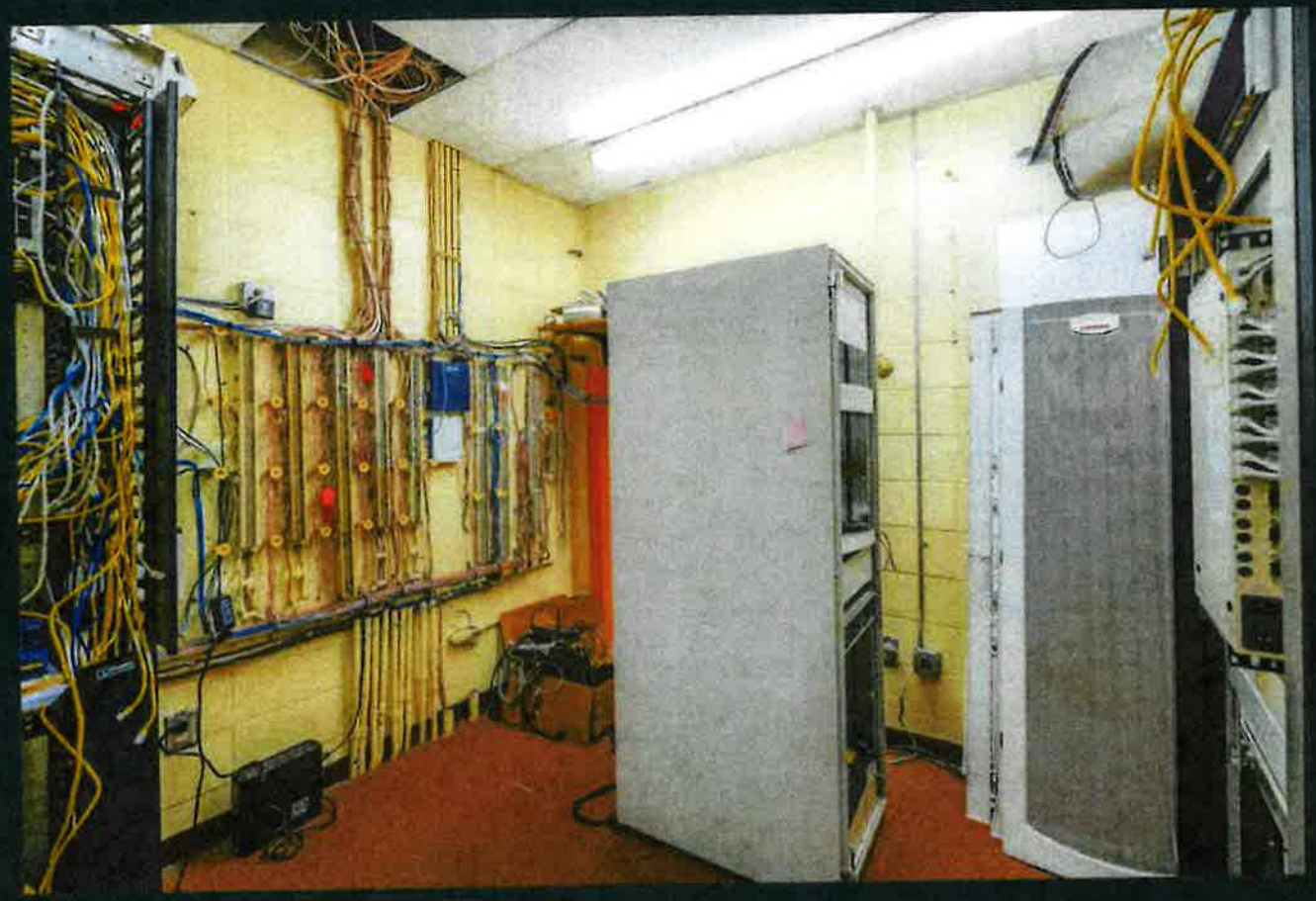
3,600 sq. ft. open area
Includes 15 cubicles & 36 four-drawer lateral file cabinets



550 sq. ft. Common Area plus 3 hard-walled office space



750 sq. ft. Area with up to 18 workstations



120 sq. ft. Data/Server Room with Dedicated HVAC Mini Split System



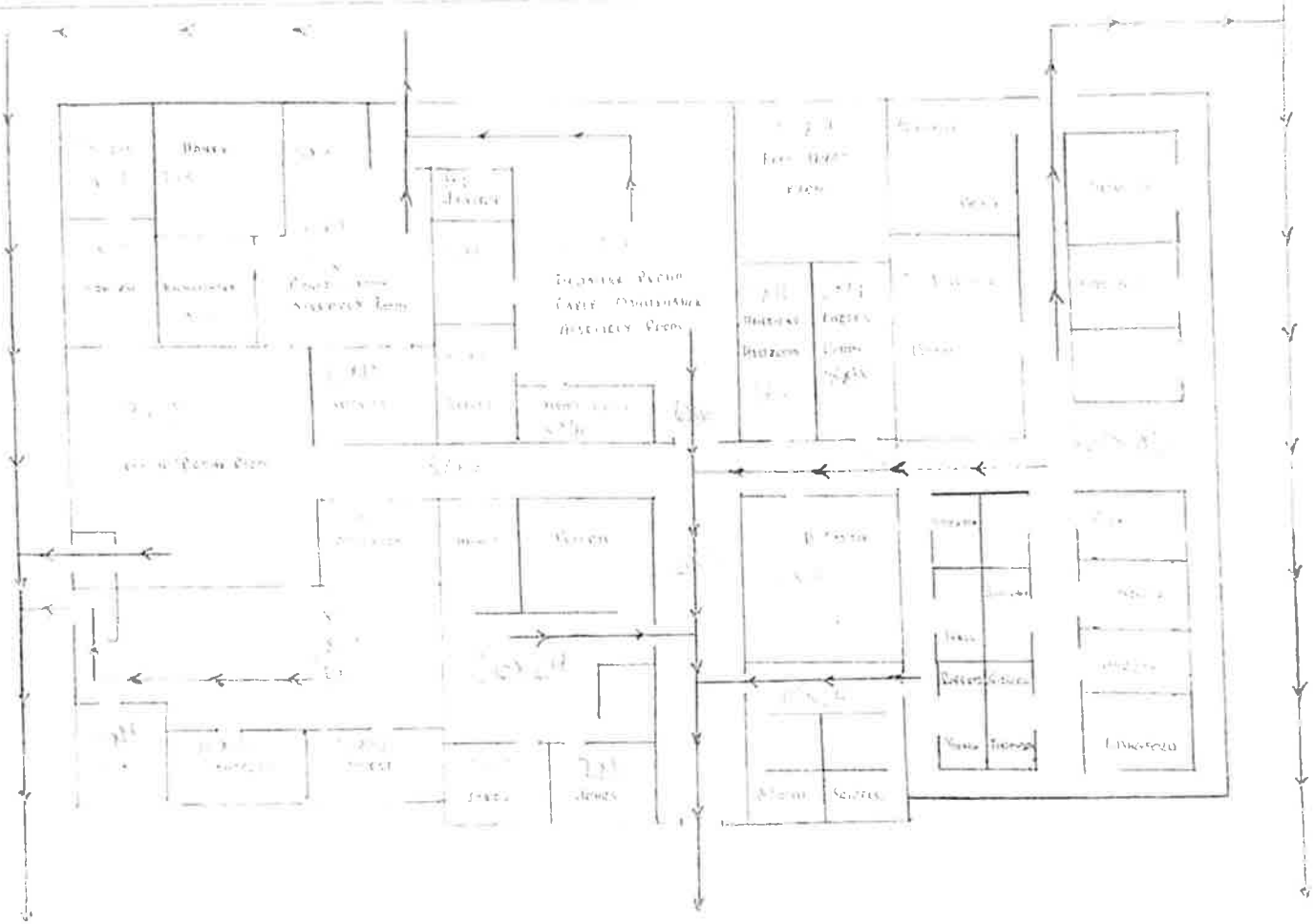
750 sq. ft. with 4 cubicles & 8 four-drawer lateral files plus 2 hard-walled offices



300 sq. ft. area plus 3 hard- office & sprinkler room



Mail Room & Additional Office with Employee Lockers



Front Parking Lot

EXHIBIT
tabbies
VIIIC1a(1)
08-01-24

Putnam County Board of Education Agenda Requests
(See attached calendar for deadlines)

Date_____ 8/1/2024

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 $891,496.82 and Pinnacle Bank (retainage) in the amount of $39,763.14 for pay application #23 related to the Parkview School project to be paid from 141-76100-706-02504.

received
07-19-24 MT

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: Aaron Grohol agrohol@uplanddesigngroup.com
Kim Allen Chamberlin kchamberlin@uplanddesigngroup.com
Upland Design Group, Inc.
362 Industrial Blvd
Crossville, TN 38555

APPLICATION NO: 750-23
PERIOD TO: July 31, 2024
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)		45,001,697.88
5. RETAINAGE:		
a. Retainage Added this Month	39,763.14	
Retainage Previous Balance	1,977,725.43	
b. ____ % of Stored Material (Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		2,017,488.57
6. TOTAL EARNED LESS RETAINAGE		42,984,209.31
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		42,092,712.49 **
8. CURRENT PAYMENT DUE		891,496.82
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		2,537,562.69

** 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: July 19, 2024
Matthew T. McCall, CFO

State of: Tennessee County of: Davidson
Subscribed and sworn to before me this 19th day of July, 2024
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

Margie A. Eblen

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 .....

(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:

By: _____ Date: _____

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. 23
Date: 07/31/24

		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
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	2,359,381.00	-	-	2,359,381.00	100.00%	-	117,969.05
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	6,225,368.00	17,500.00	-	6,242,868.00	100.00%	-	312,143.40
05.00	Steel and Metals	3,346,013.00	3,346,013.00	-	-	3,346,013.00	100.00%	-	167,300.65
06.05	Rough Carpentry / Blocking	174,396.00	174,396.00	-	-	174,396.00	100.00%	-	8,719.80
07.00	Caulk / Waterproof / Dampproof	402,954.00	392,259.00	10,695.00	-	402,954.00	100.00%	-	20,147.70
07.04	ACM Panels	145,000.00	145,000.00	-	-	145,000.00	100.00%	-	7,250.00
07.08	Horizontal Wall Panels	250,400.00	239,290.00	11,110.00	-	250,400.00	100.00%	-	12,520.00
07.20	Roofing	1,473,000.00	1,454,754.50	13,245.50	-	1,468,000.00	99.66%	5,000.00	73,400.00
08.00	Overhead Doors	84,287.00	84,287.00	-	-	84,287.00	100.00%	-	4,214.35
08.10	Glass and Glazing	1,552,377.00	1,549,955.40	2,421.60	-	1,552,377.00	100.00%	-	77,618.85
08.15	Doors / Frames / Hardware	761,222.00	759,388.54	1,833.46	-	761,222.00	100.00%	-	38,061.10
09.00	LG Framing & Gypsum Board	947,205.00	947,205.00	-	-	947,205.00	100.00%	-	47,360.25
09.20	Resilient Flooring	347,000.00	338,350.00	8,650.00	-	347,000.00	100.00%	-	17,350.00
09.25	Resinous Flooring	132,560.00	132,560.00	-	-	132,560.00	100.00%	-	6,628.00
09.30	Wood Flooring	164,854.00	164,854.00	-	-	164,854.00	100.00%	-	8,242.70
09.40	Acoustical Ceilings	331,000.00	331,000.00	-	-	331,000.00	100.00%	-	16,550.00
09.45	Acoustical Panels	97,000.00	97,000.00	-	-	97,000.00	100.00%	-	4,850.00
09.90	Painting	346,526.00	328,881.00	17,645.00	-	346,526.00	100.00%	-	17,326.30
10.00	Accordion Partitions	18,952.00	18,952.00	-	-	18,952.00	100.00%	-	947.60
10.10	Lockers	83,176.00	83,176.00	-	-	83,176.00	100.00%	-	4,158.80
10.20	Display Boards	53,400.00	52,850.00	550.00	-	53,400.00	100.00%	-	2,670.00
10.30	Signage	55,150.00	-	42,950.00	-	42,950.00	77.88%	12,200.00	2,147.50
10.40	Toilet Partitions	90,910.00	88,910.00	2,000.00	-	90,910.00	100.00%	-	4,545.50
10.50	Toilet Accessories	32,400.00	24,000.00	7,800.00	-	31,800.00	98.15%	600.00	1,590.00
10.60	Fire Protection Specialties	4,850.00	-	4,850.00	-	4,850.00	100.00%	-	242.50
10.70	Flagpole	4,900.00	-	4,900.00	-	4,900.00	100.00%	-	245.00
10.80	Display Cases	31,100.00	28,100.00	3,000.00	-	31,100.00	100.00%	-	1,555.00
11.00	Food Service	1,149,713.00	1,144,713.00	4,500.00	-	1,149,213.00	99.96%	500.00	57,460.65
11.11	Building Athletic Equpment	153,588.00	153,588.00	-	-	153,588.00	100.00%	-	7,679.40
12.00	Casework	600,785.00	597,285.00	3,500.00	-	600,785.00	100.00%	-	30,039.25

Application for Payment, Continued

Project Park View Elementary School, Cookeville, TN

Application No. 23
Date: 07/31/24

		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	235,000.00	-	-	235,000.00	100.00%	-	11,750.00
12.30	Window Coverings	53,515.00	53,515.00	-	-	53,515.00	100.00%	-	2,675.75
14.00	Elevators	95,890.00	91,390.00	4,500.00	-	95,890.00	100.00%	-	4,794.50
21.00	Fire Protection	595,285.00	595,285.00	-	-	595,285.00	100.00%	-	29,764.25
22.00	Plumbing	1,558,015.00	1,558,015.00	-	-	1,558,015.00	100.00%	-	77,900.75
23.00	Mechanical / HVAC	4,161,432.00	4,153,332.00	8,100.00	-	4,161,432.00	100.00%	-	208,071.60
23.10	Test and Balance	47,370.00	33,658.22	8,711.78	-	42,370.00	89.44%	5,000.00	2,118.50
26.00	Electrical	4,232,000.00	4,205,916.90	9,950.60	-	4,215,867.50	99.62%	16,132.50	210,793.38
27.00	Low Voltage Systems	342,848.00	324,952.82	17,895.18	-	342,848.00	100.00%	-	17,142.40
31.00	Earthwork	3,369,279.00	3,355,346.00	11,123.75	-	3,366,469.75	99.92%	2,809.25	168,323.49
32.00	Exterior Improvements	1,512,932.00	919,384.00	463,729.15	-	1,383,113.15	91.42%	129,818.85	69,155.66
33.00	Utilities	866,777.00	866,777.00	-	-	866,777.00	100.00%	-	43,338.85
96.00	Contingency Allowances	750,000.00	325,670.24	114,101.85	-	439,772.09	58.64%	310,227.91	21,988.60
97.00	General Conditions	2,304,285.00	2,193,456.11	95,481.25	-	2,288,937.36	99.33%	15,347.64	-
97.60	Taxes and Insurance	634,620.00	627,515.09	4,565.84	-	632,080.93	99.60%	2,539.07	-
99.99	Fee	1,750,807.00	1,694,958.10	35,950.00	-	1,730,908.10	98.86%	19,898.90	-
		45,521,772.00	**44,070,437.92**	**931,259.96**	**-**	**45,001,697.88**	98.86%	**520,074.12**	**2,017,488.57**

EXHIBIT
tabbies
VIIC1a(2)
08-01-24

Putnam County Board of Education Agenda Requests
(See attached calendar for deadlines)

Date_____ 8/1/2024

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 $9,331.96 for architectural services for the Park View School project, to be paid from 141-76100-304-02504.

received
07-24-24

Upland Design Group Inc
PO Box 1026
Crossville, TN 38557

INVOICE

Invoice Number: 1921 Inv. 33
Invoice Date: Jul 23, 2024
Page: 1

Voice: 931-484-7541
Fax: 931-484-2351

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		8/23/24

Quantity	Item	Description	Unit Price	Amount
		Const. Cost - $45,521,772.00 x 5% (A/E Fee)= $2,276,088.60 x 97.77% (thru 98.86% CA)= $2,225,331.82 - less previously billed $2,215,999.86= $9,331.96		9,331.96

Subtotal	9,331.96
Sales Tax	
Total Invoice Amount	9,331.96
Payment/Credit Applied	
TOTAL	**9,331.96**

Check/Credit Memo No:



Putnam County Board of Education Agenda Requests
(See attached calendar for deadlines)

Date_____ 8/1/2024

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 UES (formerly GEOServices) in the amount of $3,837.50 for construction monitoring services for the new Parkview School through June 16, 2024 to be paid from 141 76100 399 000 02504 000.



PLEASE REMIT TO LOCKBOX ADDRESS
UES 19
P.O. Box 735407
Chicago, IL 60673-5407
865-539-8242

Putnam County Board of Education
1400 East Spring Street
Cookeville, TN

June 26, 2024
Project No: A22112.00465.000
Invoice No: 0001907255

For questions regarding this invoice please contact:

JERRY GAMMON
JGAMMON@TEAMUES.COM
Payment Terms, Net: 30

A22112.00465.000 Parkview Elementary School
Professional Services from May 20, 2024 to June 16, 2024

	Hrs/Qty	Rate	Amount
Principal Engineer	2.00	180.00	360.00
Engineering Technician	25.00	65.00	1,625.00
Staff Professional	7.50	95.00	712.50
Concrete Cylinder Cure & Compression Tes	15.00	20.00	300.00
Report Review	7.00	20.00	140.00
Trip Charge	7.00	100.00	700.00
		Total this Invoice	**3,837.50**

MARK,
I HAVE REVIEWED THIS INVOICE AND RECOMMEND ITS PAYMENT.
JOHN MAGURA
6.26.24

EXHIBIT
tabbies VIIC1a(4)
08-01-24

Putnam County Board of Education Agenda Requests
(See attached calendar for deadlines)

Date_____ 8/1/2024

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 UES (formerly GEOServices) in the amount of $4,251.25 for construction monitoring services for the new Parkview School through July 14, 2024 to be paid from 141 76100 399 000 02504 000.

received
07-22-24 MT

PLEASE REMIT TO LOCKBOX ADDRESS
UES 19
P.O. Box 735407
Chicago, IL 60673-5407
865-539-8242

July 20, 2024
Project No: A22112.00465.000
Invoice No: 0001908024

For questions regarding this invoice please contact:

JERRY GAMMON
JGAMMON@TEAMUES.COM
Payment Terms, Net: 30

Putnam County Board of Education
1400 East Spring Street
Cookeville, TN

A22112.00465.000 Parkview Elementary School
Email invoices to: maguraj@pcsstn.com
reids2@pcsstn.com

Professional Services from June 17, 2024 to July 14, 2024

	Hrs/Qty	Rate	Amount
Principal Engineer	2.00	180.00	360.00
Engineering Technician OT	1.50	97.50	146.25
Engineering Technician	36.50	65.00	2,372.50
Staff Professional	3.50	95.00	332.50
Concrete Cylinder Cure & Compression Tes	10.00	20.00	200.00
Report Review	7.00	20.00	140.00
Trip Charge	7.00	100.00	700.00
		Total this Invoice	**4,251.25**

EXHIBIT
tabbies
VIIC2a(1)
08-01-24

Putnam County Board of Education Agenda Requests
(See attached calendar for deadlines)

Date_____ 8/1/2024

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 $48,287.83 and First National Bank (retainage) in the amount of $2,541.47 for pay application #10 related to the existing Park View Elementary School Roof Replacement project to be paid from 142 76100 707 933 (ESSER 3.0).

received
07-19-24 MT

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

July 18, 2024

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. 10 in the amount of $50,829.30 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 $48,287.83 and deposit $2,541.47 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 G703

TO OWNER:
Putman County Board of Education
1400 East Spring Street
Cookeville, TN 38506

FROM CONTRACTOR:
Southern Roofing Company
2929 Kraft Drive
Nashville, TN 37204

PROJECT:
Roof Replacement of Park View Elementary School
545 Scott Ave.
Cookeville, TN 38501

VIA ARCHITECT:
Richard C. Rinks & Assoc., Inc.
30 N. Jackson Ave.
Cookeville, TN 38501

APPLICATION #: #10
PERIOD TO: 07/30/24
PROJECT NOS: 23-013
CONTRACT DATE: 10/31/23

Distribution to:
[ ] Owner
[ ] Const. Mgr
[ ] Architect
[ ] Contractor
[x] Consultant

CONTRACT FOR: Roof Replacement of Park View Elementary School

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	$	1,650,409.00
2. Net change by Change Orders	$	
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	$	1,650,409.00
4. TOTAL COMPLETED & STORED TO DATE- (Column G on Continuation Sheet)	$	1,513,001.95
5. RETAINAGE:		
a. 5.0% of Completed Work (Columns D+E on Continuation Sheet)	$	75,650.10
b. 10.0% of Stored Material (Column F on Continuation Sheet)	$	
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet)	$	75,650.10
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	1,437,351.85
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	1,389,064.02
8. CURRENT PAYMENT DUE	$	48,287.83
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	213,057.15

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES 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 Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By: [signature] Date: 07/18/2024
Paul A. Stoamier, President

State of: TN
County of: Davidson
Subscribed and sworn to before me this 18 day of July, 2024

Notary Public: Jansen Donsbach
My Commission expires: 5/8/2028

JANSEN DONSBACH
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 5-8-2028

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising 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 ---------- $ 48,287.83

(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: [signature] Date: 7-18-24

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 of Contractor under this Contract.

ATTACHMENT TO PAY APPLICATION

PROJECT:
Roof Replacement of Park View Elementary School
545 Scott Ave.
Cookeville, TN 38501

APPLICATION NUMBER: #10
APPLICATION DATE: 07/18/24
PERIOD TO: 30-Jul-24
ARCHITECT'S PROJECT NO: 23-013

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					
1	Mobilization	25,982.00	25,982.00			25,982.00	100%		1,299.10
2	Bonds & Insurance	22,640.00	22,640.00			22,640.00	100%		1,132.00
3	EPDM Roof Materials	599,896.00	599,896.00			599,896.00	100%		29,994.80
4	EPDM Labor	251,497.00	213,772.45	37,724.55		251,497.00	100%		12,574.85
5	Shingle Roof Materials	80,414.00	80,414.00			80,414.00	100%		4,020.70
6	Shingle Labor	119,790.00	107,811.00			107,811.00	90%	11,979.00	5,390.55
7	Metal Panel Materials	17,670.00	17,670.00			17,670.00	100%		883.50
8	Metal Panel Labor	3,548.00		3,548.00		3,548.00	100%		177.40
9	Soffit Materials	23,822.00	23,822.00			23,822.00	100%		1,191.10
10	Soffit Labor	11,827.00	7,096.20	2,956.75		10,052.95	85%	1,774.05	502.65
11	Plumbing Materials	52,000.00	52,000.00			52,000.00	100%		2,600.00
12	Plumbing Labor	104,000.00	104,000.00			104,000.00	100%		5,200.00
13	Abatement Labor	66,000.00	59,400.00	6,600.00		66,000.00	100%		3,300.00
14	Roof Ladders	9,495.00						9,495.00	
15	Sheet Metal Materials	108,313.00	108,313.00			108,313.00	100%		5,415.65
16	Sheet Metal Labor	49,195.00	39,356.00			39,356.00	80%	9,839.00	1,967.80
17	Allowance	60,000.00						60,000.00	
18	Warranty	6,320.00						6,320.00	
19	Close-Out	38,000.00						38,000.00	
20									
21									
22									
23									
24									
25									
26									
27									
28									
	SUBTOTALS PAGE 2	1,650,409.00	1,462,172.65	50,829.30		1,513,001.95	92%	137,407.05	75,650.10

Certified Payroll Report

Contractor SOUTHERN ROOFING CO.
2929 KRAFT DRIVE
NASHVILLE, TN 37204
Tax ID 62-1250563
License # 29372

Project Roof Replacement of Park View Elementary School
1400 E. Spring Street
Cookeville, TN 38506-4313

Project/Contract # 23-013
Payroll Number 36
For Week Ending 6/16/2024

				Hours Worked by Day																				
Employee Name	ID	Work Classification	Pay Type	Mon 10	Tue 11	Wed 12	Thu 13	Fri 14	Sat 15	Sun 16	Timesheet Hours	Paid Hours	Pay Rate	Job Gross Pay	Fringe Rate	Check Number	Total Gross Pay	Social Security	Medi-care	Federal Tax	State Tax	Other	Total Deduct	Net Pay
Carranza, Ramon J	7350	Hourly-D	RT	12.00	11.50	9.00	7.50				40.00	40.00	30.00	1,706.25	0.00	78697	1,706.25	105.79	24.74	138.00	0.00	-236.00	32.53	1,673.72
			OT				1.25	10.00			11.25	11.25	45.00											
Carranza, Ramon S	2775	Hourly-D	RT	12.00	11.50	9.00	7.50				40.00	40.00	30.00	1,728.75	0.00	78698	1,728.75	107.18	25.07	223.00	0.00	-236.00	119.25	1,609.50
			OT				1.75	10.00			11.75	11.75	45.00											
Cortes, Sergio	2592	Hourly-D	RT	12.00	11.50	9.00	7.50				40.00	40.00	23.00	1,282.25	0.00		1,282.25	79.50	18.59	78.00	0.00	-236.00	-59.91	1,342.16
			OT				1.75	8.75			10.50	10.50	34.50											
Garcia, Julio R	8172	Hourly-D	RT				9.50				9.50	9.50	26.00	676.00	0.00		1,469.00	91.08	21.30	119.00	0.00	0.00	231.38	1,237.62
			OT				2.75	8.25			11.00	11.00	39.00											
Ramos, Fidencio G	2246	Hourly-D	RT	12.00	11.50	9.00	7.50				40.00	40.00	18.00	1,003.50	0.00	78701	1,003.50	62.21	14.55	0.00	0.00	-236.00	-159.24	1,162.74
			OT				1.75	8.75			10.50	10.50	27.00											
Solorsa, Genaro	6542	Hourly-D	RT				9.50				9.50	9.50	29.00	754.00	0.00		1,638.50	101.59	23.76	203.00	0.00	0.00	328.35	1,310.15
			OT				2.75	8.25			11.00	11.00	43.50											
Teletor, Juan R	2515	Hourly-D	RT	12.00	11.50	9.00	7.50				40.00	40.00	18.00	1,003.50	0.00	78702	1,003.50	62.21	14.55	82.00	0.00	-236.00	-77.24	1,080.74
			OT				1.75	8.75			10.50	10.50	27.00											

EXHIBIT
tabbies VIIC2a(2)
08-01-24

Putnam County Board of Education Agenda Requests
(See attached calendar for deadlines)

Date_____ 8/1/2024

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 Richard C. Rinks and Associates – Cookeville, Tennessee in the amount of $4,771.22 to be paid from 142-76100-707-933 for design services for the Parkview Elementary School roof project (School Federal Program Fund-ESSER 3.0).

received
07-19-24 MT

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

July 18, 2024

Mr. John Magura
Facilities Maintenance Supervisor
Putnam County Schools
240 Raider Drive
Cookeville, Tennessee 38506
maguraj@pcsstn.com

2973 Roof Replacement
Park View Elementary School
Cookeville, Tennessee

INVOICE

Contract Amount less $60,000 Allowance	$	1,590,409.00
Design Fee (6% of Contract Amount)	$	95,424.54
Amount of Fee Earned to Date		
95 Percent	$	90,653.31
Less Previous Payments	$	85,882.09
AMOUNT DUE	$	4,771.22

THANK YOU!